

EXPRESSION OF INTEREST

FOR

**SELECTION of BACKEND TECHNOLOGY PARTNER FOR PARTICIPATION IN
TENDER FOR**

“Hiring of IT professionals for maintenance of MPLADS Portal after
GoLive from reputed IT System Service Providers”

EOI Ref No.BECIL/GM(P-I)/DGM(VPG)/NIT/MOSPI/2023-24

Dated: 04/12/2023

Issued By

Ved Prakash Gupta
Deputy General Manager(P/BD)

 <p>बेसिल BECIL</p>	<p>Broadcast Engineering Consultants India Limited (A Government of India Enterprise)</p> <p>Head Office: 14-B Ring Road, IP Estate, New Delhi- 110002Tel: 011 23378823 Fax: 01123379885</p> <p>Corporate Office: BECIL BHAWAN, C-56-A/17, Sector-62, Noida-201 307Tel: 0120 4177850 Fax: 0120 4177879</p> <p>Web: www.becil.com E-mail:ved@becil.com</p>	 <p>G20 भारत 2023</p>
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DISCLAIMER

The information contained in this Request for Proposal document (the “EOI”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of BECIL or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided. This EOI is not an agreement and is neither an offer nor invitation by BECIL to the prospective Bidders or any other person. The purpose of this EOI is to provide interested parties with information that may be useful to them in making their offers (Bids) pursuant to this EOI. This EOI includes statements, which reflect various assumptions and assessments arrived at by BECIL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This EOI may not be appropriate for all persons, and it is not possible for BECIL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this EOI. Each Bidder should, therefore, conduct its own investigations, actual site/ facilities/location inspections and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this EOI and obtain independent advice from appropriate sources. Information provided in this EOI to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BECIL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. BECIL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EOI or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the EOI and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI or arising in any way for participation in this Bid Stage. BECIL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this EOI. BECIL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this EOI. The issue of this EOI does not imply that BECIL is bound to select a Bidder or to appoint the Selected Bidder for the Project and BECIL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BECIL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and BECIL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process. In case of any rejection/cancellation, no bidder has any right to claim any compensation or reimbursement to cost. Participation in EOI does not guarantee selection of bidder.

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SECTION –I

INTRODUCTION AND BRIEF DESCRIPTION

1. ABOUT BECIL

Broadcast Engineering Consultants India Limited (BECIL) an ISO 9001:2008 certified, a Mini Ratna public sector enterprise of Government of India under Ministry of Information & Broadcasting, was established on 24th March, 1995 for providing consultancy services of international standards for broadcasting in transmission and production technologies including turnkey solutions in the specialized fields of Terrestrial & Satellite Broadcasting, Cable, Media and various Information Technology(IT) related fields, including security, surveillance, acoustics & audio-video systems and smart cities.

BECIL is the professional platform which carry out business, both in India and abroad, in the fields of broadcasting, communication, IT, electronic surveillance (namely CCTV, Access Control, Intrusion, Fire Safety, Hydrants, etc.), and electronic media contents including films etc. The activities include but not limited to Supply, Installation, Testing & Commissioning, Consultancy Services, Technical Audit, Media Analysis, R&D, projects pertaining to Digital India, City Surveillance, Safe City, Smart City, Make in India, Manufacturing, Audio Video & Data Analysis, Cyber Security, Engineering, Procurement & Construction, Project Management Services, Operation and Maintenance, Manpower Placement, AMC etc.

2. INTRODUCTION OF PROJECT/TENDER

BECIL invites Tender for Hiring of IT professionals for maintenance of MPLADS Portal after GoLive from reputed IT System Service Providers For and on behalf of MPLADS Division, Ministry of Statistics & Programme Implementation, for the period of five years which can be extended yearly by this division for a maximum period of four years at its own discretion, if required.

3. INTENT AND IMPORTANT ASPECTS OF THE EXPRESSION OF INTEREST (EOI)

The Intent and important aspects of this Expression of Interest is (EOI) are as follows:-

(a) BECIL has submitted a competitive bid in response to the Client Tender Number: GEM Bid Ref No: GEM/2023/B/3350959 Dated: 13-04-2023 floated by Ministry of Statistics & Programme Implementation (MOSPI) on GEM Portal.

(b) The intent of this EOI is to select an Implementation Agency/ System Integrator / Back end Technology partner of BECIL, for collaborating with BECIL for preparing a bid and participating in the above mentioned tender. A Pre-Bid Agreement will be signed by BECIL with the Implementation Agency/ System Integrator / Back end Technology partner selected through this EOI, for preparation of the bid and participation in the above mentioned tender. The format of Pre Bid Agreement is at **Annexure-J**.

(c) In case the bid submitted by BECIL against the Client GEM Bid Ref No: GEM/2023/B/3350959 Dated: 13-04-2023, is accepted and BECIL

receives Work Order / Agreement from / with the Client, BECIL will issue a Work Order/Agreement to the selected agency. In such a scenario, the following conditions will be applicable, which are to be fully taken into consideration by the bidders, prior submitting a response to this EOI:-

- (i) The Implementation Agency/ System Integrator / Back end Technology partner selected through this EOI, will have to sign a POST AWARD CONTRACT with BECIL, for undertaking the work as per the above mentioned Client's tender.
- (ii) All terms and conditions of the Client's GEM Bid Ref No: GEM/2023/B/3350959 Dated: 13-04-2023, and any subsequent amendments/ corrigenda thereof, will be applicable fully on back to back basis on the Implementation Agency/ System Integrator / Back end Technology partner selected through this EOI, including all important terms and conditions like EMD, PBG, Payment Terms, SLA conditions, Liquidity Damages, and any other penalties etc.
- (iii) Performance Bank Guarantee as applicable shall be payable by the selected bidder on back to back basis as per the terms and conditions of Client Tender, and any subsequent amendments/ corrigendum thereof.
- (iv) In case the bidding against Client's Tender requires online payment for EMD, the proportionate amount will have to be paid in similar mode by the selected bidder to BECIL. In case the bidding is on GeM portal or requires submission of EMD in the form of Bank Guarantee. The successful bidder has to submit back to back EMD to BECIL. The cost incurred towards GeM transaction charges and/or EMD (BG) making charges shall also be recovered from the selected bidder in case the Project is awarded to BECIL by the client
- (v) All payments in the Project to the selected agency, shall be on back-to-back basis only subject to receipt of corresponding payment from the client. No advance will be paid to the bidder, even though BECIL is eligible to get advance from the customer being a front end bidder, unless a BG of equivalent amount is submitted by the selected agency to BECIL.
- (vi) The selected bidder, who has partnered with BECIL for a particular tender/ project shall not partner with any other bidder for the same tender/project.

Bidders are advised to inspect the site and ascertain the conditions including leads/lifts involved /approach to vehicles, power, water geo political scenario etc. prior to submitting their bids. Their bid price shall be for completeness of system without any extra cost.

SECTION –II

4. IMPORTANT DATES (SCHEDULE AND CRITICAL DATES)

S.N.	ACTIVITY	SCHEDULED DATE & TIME
1.	EOI Number & Date	BECIL/GM(P-I)/DGM(VPG)/NIT/MOSPI/2023-24 Dated: 04/12/2023
2.	Date & Time of Issue of EOI	Date 08/12/2023; Time 19:00 Hrs
3.	Last date and Time for Submission of bids	Date 14/12/2023; Time 15:30 hrs
4.	Place of Submission of EOI / Opening of EOI	BECIL Bhawan, C-56 / A -17, Sector - 62, Noida – 201 307,
5.	EOI Processing Fee (Non-refundable)	INR 15000/- + GST (Proof of submission to be submitted in BID)
6.	EMD	Rs 5,50,000/- (Rupees Five Lakhs Fifty Thousand Only) through online mode(Bank Mandate Form Enclsoed at Annexure B) Relaxation to be given to MSME & Startup as per Government norms.
7.	Address for Communication of bids	BECIL Bhawan, C-56 / A -17, Sector - 62, Noida – 201 307.
8.	Contact details for this EOI	Ved Prakash Gupta Deputy General Manager Telephone/ Mobile No.0120-4177850 Email :ved@becil.com

- NOTE: Broadcast Engineering Consultants India Ltd. reserves the right to amend the EOI tentative schedule and critical dates without giving any explanation whatsoever. Corrigendum may be published in this regard on www.becil.com . Bidders are advised to check the website for updates in this regard.

SECTION –III
EOI NOTICE & GENERAL TERMS AND CONDITION



5. EOI NOTICE

5.1 Broadcast Engineering Consultants India Limited (BECIL) invites Expression of Interest (EOI), through offline mode, for selection of an Implementation Agency/ System Integrator / Back end Technology partner of BECIL, for collaborating with BECIL for preparing a bid and participating in the GEM Bid Ref No: GEM/2023/B/3350959 Dated: 13-04-2023 floated by Ministry of Statistics & Programme Implementation (MOSPI).

5.2

5.3 **The duly signed Hard Copy of the Bid/ Techno Commercial Proposal is to be submitted in a packed and sealed envelop, in Tender Box, BECIL BHAWAN C56/A17 Sector 62 Noida (UP) 201307 .**

5.4 The EOI must be addressed to the given name and address:To,
Sh.Ved Prakash Gupta
Deputy General Manager
Broadcast Engineering Consultants India Limited
C-56/A-17, Sector-62,Noida, Uttar Pradesh-201307

5.5 The EOI must be submitted in English Only. All the documents including the supporting documents/enclosures etc. must be Calibri/Aerial/Times New Roman, font size-12 and fully legible. Supporting documents if in a language other than English must be accompanied by a English translated document. The English version shall prevail in matters of interpretation. Each and every page of the EOI should be numbered and mention the relevant page no. of the documents in the checklist. **EOI Documents which are not legible shall be rejected.**

5.6 The representative of agency will require a specific authorization/ board resolution to submit the EOI.

5.7 In case the bidder has any doubt about the meaning of anything contained in the EOI document, she/he shall seek clarification within 1 days of issue of EOI. Except for any written clarification by Shri Sh.Ved Prakash Gupta, Deputy General Manager BECIL, no written or oral communication, presentation or explanation by any other employee of BECIL shall be taken to bind or fetter BECIL under the contract.

5.8 Bidders shall have to submit an amount of **Rs. 15,000/- + GST** through RTGS/ NEFT to BECIL (**Bank Mandate Form Enclosed at Annexure B**) towards the cost of EOI Document and no other mode of payment is acceptable. EOI Document is also available at BECIL Office: C-56/A-17, Sector-62, Noida, Uttar Pradesh-201307. The cost of EOI

document is non-refundable.

5.9 The Management of BECIL reserves the right to amend or withdraw any of the terms and conditions mentioned in the EOI Document or reject any or all the bids without giving any notice or assigning any reason. The decision of the Director, Broadcast Engineering Consultants India Limited in this regard shall be final and binding on all.

5.10 BECIL reserve the right to amend any term of the EOI at any point of time before the submission and bidder should regularly check the website. Further, BECIL also reserves to increase/decrease/delete/add any BOQ item. Further any amendment done by client after the selection of bidder, all the amendment will be applicable. In case of non-acceptance of such amendment, the EMD submitted will be forfeited by BECIL.

5.11 The bidder should submit the signed Integrity Pact on a plain paper along with the bid.

5.12 The Bidders will have no right to withdraw from the EOI process post submission of their bid without the formal consent of BECIL.

6. SUBMISSION OF EOI

6.1 EOI, complete in all respects, must be submitted offline.

6.2 BECIL may, at its own discretion, extend the date for submission of EOI. In such a case all rights and obligations of BECIL and the Bidders shall be applicable to the extended time frame.

6.3 As the EOI can be submitted only up to the defined date and time, there can't be any late bids. BECIL will not be responsible for any delay in obtaining the terms and conditions of the tender. BECIL will not be responsible for postal delays. Bids received after the due date will not be opened and rejected.

6.4 At any time prior to the last date for receipt of EOI, BECIL may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the EOI Document by an amendment. The amendment will be notified on BECIL's website <http://www.becil.com> and should be taken into consideration by the prospective bidders while preparing their EOI.

6.5 The bidders will bear all costs associated with the preparation and submission of their bids. BECIL will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

6.6 The EOI must contain:

- 6.6.1 Company/bidder profile relevant to EOI.
- 6.6.2 It should also include details of past experience relevant to the “Scope of Work”.
- 6.6.3 Declaration regarding acceptance of Terms and conditions of EOI.
- 6.6.4 Declaration of not been blacklisted by any of the Government agency.
- 6.6.5 Essential information such as Name & address of the agency, Business Name, E-mail id, Fax No. /Telephone No. , Authorized Signatory name, E-mail ID and contact no.

6.7 The agency/ bidder/OEM/Implementation Agency shall ensure that it fulfills the eligibility criteria as desired in the EOI and other essential conditions. Compliance statement of Eligibility criteria with the documents submitted as a proof is to be prepared and submitted. The supporting documents may be with list of existing and past clients with details of services offered, details of similar projects executed.

6.8 The EOI should be duly signed on each page by authorized person. Each page should be properly numbered. Documents authorizing the signatory must accompany the EOI.

6.9 The EOI complete in all respects must be submitted with requisite information and annexure(s). The EOI should be free from ambiguity, change or interlineations. Incomplete EOI will not be considered and is liable to be rejected without making any further reference to agency/ bidder/OEM/Implementation Agency(s).

6.10 Bidders have to take into account any changes/amendments made in the end client’s tender/RFP through corrigendum till date of submission of bid in response of EOI.

6.11 The bidder shall be ignored, if complete information is not given there-in, or if the particulars and data (if any) asked for are not filled in properly.

6.12	Checklist of documents/information to be submitted	
	(a)	Profile of the company/bidder/firm
	(b)	Certificate of Incorporation (for Company/LLP)
	(c)	Memorandum & Articles of Association/Partnership deed
	(d)	Audited financial statements for the last 3 years
	(e)	Income Tax Return Acknowledgment for last 3 years
	(f)	Bid Security Declaration to be submitted by the MSME
	(g)	GST Registration Certificate or valid exemption certificate
	(h)	Copy of PAN Card
	(i)	Any other relevant registration documents on registration with other appropriate authorities (ESIC, EPFO, Labour Deptt etc.)
	(j)	Authorization letter in the bidder’s letterhead authorizing the person signing the bid for this EOI as Power of Attorney (POA)
	(k)	Undertaking in letter head to indemnify BECIL from any claims /

		penalties / statutory charges, liquidated damages, with legal expenses etc.
	(l)	Bidders Details as per format
	(m)	All the requisite documents in the prescribed formats placed at Annexures to this EoI
	(n)	Pre-Contract Integrity Pact as per Annexure-A (a) "Bidders participating in the EOI have to agree to sign Integrity Pact on placement of order / contract" (b) "Those bidders who are not willing to sign Integrity Pact will not be considered for bid opening"
	(o)	All the documents in support of Technical criteria like Experience Certificates, PO, proposed Makes for the solution, Solution architecture (if asked) and other documents as required.
	(p)	Price Offer to BECIL as per Format of the EoI

7. OPENING OF EOI

- 7.1 The bids submitted against this EOI shall be opened on Date 14/12/2023 at 15:30 Hrs. BECIL reserves the right to change the date of opening of bid.
- 7.2 Bidders who wish to attend opening of EOI may visit BECIL for the same at the designated time, with authorization in proper format on bidder's letter head.

8. GENERAL TERMS & CONDITIONS OF EOI

- 8.1 The EOI Processing Fee, technical bid and financial bids are to be placed in separate sealed envelopes, super scribed with words "EOI Processing Fee", "Technical Bid" and "Financial Bid". All the three sealed envelopes as mentioned above are to be placed inside a single sealed envelope named as "Response for EOI No. BECIL/GM(P-I)/DGM(VPG)/NIT/MOSPI/2023-24 Dated: 04/12/2023" Submitted by: [Firm/Company name]
- 8.2 All bids are to remain valid for minimum of 180 days from the date of submission. BECIL reserve the right to seek the extension of bid validity.
- 8.3 BECIL reserves the right to solicit additional information from bidder/OEM/Implementation Agency to evaluate which bid best meets the need of the Project. Additional information may include, but is not limited to, past performance records, lists of available items of works which will be done simultaneously with the project, on-site visit and evaluations by BECIL personnel, or any other pertinent information. It will be vendor's responsibility to check for updated information on website <https://www.becil.com>. BECIL reserves the right to cross verify the information directly with client
- 8.4 BECIL reserves the right to waive off any deviations, accept the whole or part thereof or reject any or all bids and to select the bidder/OEM/Implementation Agency(s) which, in the opinion of BECIL, best meets the project's interest. BECIL also reserves the right to negotiate with potential bidder/OEM/Implementation Agency(s) so that its best interest to fulfill the need of project is served.
- 8.5 BECIL reserves the right to reject any and all proposals, to negotiate all terms of any agreement resulting from this EOI, and to request additional information from bidder.
- 8.6 All information contained in this EOI, or provided in subsequent discussions or disclosures, is proprietary and confidential. No information may be shared with any other organization, including potential sub-contractors, without prior written consent of BECIL.
- 8.7 In case the agency selected through EOI goes into liquidation or undergoes a change in business/management, it will be intimated to BECIL & the selected agency will fulfill its commitment in case order is awarded to them. In case the selected agency is not

able to perform, the work under reference will be done at risk & cost of the selected agency (successful bidder). EMD or PBG as the case may be will be forfeited by BECIL

8.8 Any dispute or difference or claim arising out of or in relation to this EOI, including the construction, validity, performance or breach thereof, shall be settled or decided by CMD/Director, BECIL or by any other person to be nominated by CMD/Director.

8.9 Intellectual Property Rights:

8.9.1 All deliverable, outputs, plans, drawings, specifications, designs, reports and other documents and software submitted by the bidders under this EOI and subsequent to this EOI in relation with this tender shall become and remain the property of BECIL/procuring entity and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without BECIL's/ the procuring entity's prior written consent.

8.9.2 The bidder shall, not later than upon termination or expiration of this EOI and/or subsequent Agreement/Contract signed with the bidder, deliver all such documents and software to BECIL/the procuring entity, together with a detailed inventory thereof.

8.9.3 The bidder may retain a copy of such documents and software but shall not use it for any commercial purpose.

8.11 The bidder shall submit an undertaking on their letter-head stating that:

“In reference to the Government of India, Ministry of Finance, Department of Expenditure, Office Memorandum No. F.No. 6/18/2019-PPD, Dated 23-07-2020. I hereby submit that:

“We have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; We certify that we are not from such a country *or our beneficial owner is not from such a country or we will not sub-contract any work to a contractor from such countries*, if from such a country, have been registered with the Competent Authority.

We hereby certify that we fulfill all requirements in this regard and are eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”.

8.12 The bidder needs to submit un-priced BOQ along with their technical bid.

8.13 The bidder needs to submit an Undertaking stating that: Vendors, whose Purchase Order(s) for any Project of BECIL was/were cancelled on risk & cost basis for non-performance or non- submission of performance guarantee in last 2 years, are not eligible to participate in this tender.

9. SIGNING OF NON-DISCLOSURE AGREEMENT

Bidders interested to participate in a EOI, where client requires signing of NDA, then bidder also have to sign a NON-DISCLOSURE AGREEMENT with BECIL on a non-judicial stamp-paper of Rs. 100, and the required EOI document fee has to be deposited to BECIL. Participation without compliance to above shall be invalid and such bids will not be considered by BECIL.

SECTION –IV
SCOPE OF WORKS



10. SCOPE OF WORK/SCHEDULE OF REQUIREMENTS

10.1 For detailed scope of work of the project & the Bill of Material, the bidders may refer the Client's Tender document, and it's amendments & corrigenda issued subsequently (if any); **Tender details references are as below and the same is also attached along with this EOI.**

(Bidders are instructed to check for any new corrigendum/amendments etc. before bidding)

GEM Bid Ref No: GEM/2023/B/3350959 Dated: 13-04-2023

SECTION –V

11. ELIGIBILITY CRITERIA AND EVALUATION



Sr. No.	Criteria	Supporting Document required
1	Legal Entity: Bidder should have a legal status, as a single legal entity, must be incorporated and registered in India under the Indian Companies Act 1956 and The Companies Act, 2013 or a Limited Liability Partnership (LLP) registered under the LLP Act, 2008 and should have been in operation in India. Firms registered under proprietorship may also apply	Valid documents in support/Certificate of Incorporation and Articles of Association of the Participant in case of Company/Limited Liability Partnership
2	Bidder should have Certificates of GST, and PAN	Copies of PAN Card, GST Registration
3	Bidder should have Average Annual Turnover during the last three financial years generated from IT Services \geq 4.5 Crore	Turnover certificate from a qualified Chartered Accountant for previous three FY's. Copies of Income Tax Returns filed for last 3 financial years (i.e 2019-2020, 2020-2021, 2021-22) Balance Sheet of the last three financial years (i.e 2019-2020, 2020-2021, 2021-22); showing minimum turnover of Rs. 4.5 Crores per annum;
4	The Bidder should be in existence for over 5 years. Must have experience of 3 years in Government Organization or Public Listed Company in IT FMS, AMC or IT/ITES works.	The bidder must furnish Work Order/ Work completion certificates of minimum Five years' experience Proof of minimum 5 years' experience of services providing for similar kind of projects with Govt. Deptts. or PSUS or Public listed company; A list of Clients etc. to be submitted
5	Bidder shall have presence in Delhi/NCR. The bidder shall have more than 30 technical staff on their pay roll in the Service Support based in Delhi & NCR	Proof of having presence in the National Capital Region(NCR) and Proof of 30 staff on payroll (Certificate from HR must be

		submitted)
6	<p>The bidder must have to submit work experience in the Govt./PSU sector or public listed company.</p> <ol style="list-style-type: none"> 1. Three similar services with costing not less than the amount of Rs. 40 Lakhs. 2. Two similar services with costing not less than the amount of Rs. 60 Lakhs. 3. One similar service with costing not less than the amount of Rs. 1 Cr. 	<p>Copies of Work of orders or client/customer certificate stating similar services in last five years with contract value. A list of the clients mentioning contract value FY wise is to be submitted for evaluation.</p> <p>- Similar Work-Supply or Delivery of IT Technical Manpower.</p>
7	<p>The Bidder should be ISO 27001:2013/27001:2018, ISO 9001:2015/20000-3: 2019 and having certificate of CMMI Level 3 or Level 5.</p>	<p>Copies of relevant certificate to be submitted</p>

12. PRELIMINARY EVALUATION

- 12.1 BECIL shall evaluate the proposals to determine that they are complete, technically complying, no computational errors have been made, required documents as mentioned in the EOI have been furnished, the documents have been properly signed and the response is generally in order. In case of any calculation error, the total (final) price shall be considered for evaluation.
- 12.2 BECIL may waive off any minor infirmity or non-conformity or irregularity in the proposal which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder/OEM/Implementation Agency.
- 12.3 In case only one bid is received or during the Technical Evaluation only one bidder/OEM/Implementation Agency qualifies for the next stage of the bidding process, BECIL reserves the right to accept/reject the bid.
- 12.4 In case two bids are received from the bidder, both the bids will be rejected.

13. EVALUATION PROCESS

- 13.1 No enquiry shall be made by the bidder/OEM/Implementation Agency (s) during the course of evaluation of the EOI, after opening of bid, till final decision is conveyed to the successful bidder/OEM/Implementation Agency(s). However, the Evaluation Committee/its authorized representative and office of BECIL can make any enquiry/seek clarification from the bidder/ OEM/ Implementation Agency(s), which the bidder/OEM/ Implementation Agency s must furnish within the stipulated time else the bids of such defaulting bidder/OEM/Implementation Agency(s) will be rejected. The proposal will be evaluated on the basis of its content, not its length.
- 13.2 The bidder/OEM/Implementation Agency s' proposals will be evaluated as per the requirements specified in the EOI and adopting the evaluation criteria spelt out in subsequent paras of this EOI document. The bidder/OEM/Implementation Agency are required to submit all required documentation as per evaluation criteria specified in EOI.
- 13.3 Upon verification, evaluation/ assessment, if in case any information furnished by the bidder/OEM/Implementation Agency is found to be Incomplete/incorrect, their bid will be summarily rejected and no correspondence on the same shall be entertained. Submission of false/forged documents will lead to forfeiture of security deposit/EMD and blacklisting of agency for a minimum period of 3 years from participating in BECIL tenders.
- 13.4 BECIL will review the proposal to determine whether the proposals are as per the

requirements laid down. Proposals that are not in accordance with these requirements are liable to be disqualified at BECIL's discretion.

13.5 Evaluation of proposals shall be based on:



13.5.1 Information contained in the proposal, the documents submitted there to and clarifications provided, if any.

13.5.2 Experience and Assessment of the capability of the bidder/ OEM/ Implementation Agency based on past record.

13.6 BECIL reserves the right to seek any clarifications on the already submitted bid documents; however, no fresh documents shall be accepted in support of proposals. BECIL also reserves the right to cross verify the information with any agency.

13.7 Conditional proposals shall NOT be accepted on any ground and shall be rejected straightway. If any clarification is required by the bidders, the same should be obtained before submission of the proposals.

13.8 Even though bidder/OEM/Implementation Agency satisfy the necessary requirements they are subject to disqualification if they have:

13.8.1 Made untrue or false representation in the form, statements required in the EOI document.

13.8.2 Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.

13.9 The Financial Evaluation of the Bidders will be done only for those who qualify the Eligibility Criteria and other mentioned criteria of the Eoi.

14. FINANCIAL EVALUATION OF THE BIDS

14.1 The Bids will be financially evaluated as under:

Quality cum Cost Based Selection (QCBS) - 70:30

The Financial bid shall be given weightage of 30%, the method of evaluation of financial eligibility shall follow the procedure as given below. The financial proposal of only those bidders who qualify technically shall be opened. Those bidders, who quote lowest service charge for making payment of salary, shall be considered financially qualified. The financial proposal with the lowest service charge shall be given a financial score of 100 and the other financial proposal shall be given financial score that are inversely proportionate to their prices. The technical proposal shall be allocated weightage of 70%.

14.2 The technical bid shall be given weightage of 70%, the method of evaluation of technical

qualification shall follow the procedure as given below. The financial proposal of only those bidders who qualify technically shall be opened. Only those bidders, who obtained at least 70% Technical score shall be considered as technically qualified. The financial proposal with the lowest cost shall be given a financial score of 100 and the other financial proposal shall be given financial score that are inversely proportionate to their prices. For working out the combined score, BECIL shall use the following formula:

$$\text{Total score} = 0.7 \times \text{TS} + 0.3 \times \text{FS},$$

$$[\text{FS} = \{(\text{LEC}/\text{EC}) \times 100\}]$$

TS = Technical score

FS = Financial score of the financial proposal

LEC = Lowest Evaluated Cost of the financial proposal

EC = Evaluated Cost of the particular financial proposal.

Example :- If the lowest bid price is Rs. 100, the lowest evaluated bidder will get a score of 100. If the second lowest bid is Rs. 150, the bidder will get a score of $(100/150) \times 100 = 66.66$. The scores will be calculated up to 2 decimal places.

The proposals will be ranked in terms of total scores of each applicant. The proposal with the highest total score (Technical + Financial) will be considered for award of contract and will be called for negotiations, if required.

14.3 Technical scoring criteria

Table:1

S.No.	Technical Parameters	Parameters	Max Marks
1	Cumulative Annual Turnover (Total) of last three FY i.e. FY:2021-22, FY:2020-21, FY:2019-20	Above 15.01 Cr: 15 Marks <ul style="list-style-type: none"> • Between 8.01 Cr to 15.00Cr : 10 Marks • Between 4.5Cr to 8Cr: 10 Marks 	15 Marks
2	Similar Experience	Supply Delivery of IT Technical Manpower Work in Govt/ PSU Sector or public listed company in previous 3 FYs. (For Each Work Order/PO): 2 Marks/ PO	10 Marks
3	Technical manpower: Bidder must have technical manpower resources on their payroll currently. (ESIC/EPF Proof or Last Month Salary Credit	<ul style="list-style-type: none"> • Nos of Technical Resources more than 50: 15 Marks • Nos of Technical resources >40- 50: 10 Marks • Nos of Technical resources 30 to 40: 5 Marks 	15 Marks

	Proof Duly Certify by HR of the vendor)		
4	Certification-Bidder Should have CMMI Level 3 and above level of certification	Bidder will be awarded Marks for certifications accordingly: i) ISO 27001:2013/ 27001:2018- 2.5 Marks ii) ISO 9001:2015/20000-3: 2019 and above: 2.5 Marks iii) CMMI Level 3 -5 Marks iv) CMMI Level 5-10 Marks	20 Marks
5	Proposed Manpower and Qualification & Experience (Resume shall be attached	<ul style="list-style-type: none"> • 1 Project Manager- 10 • 1 Sr. Solution Architect - 04 • 4 Sr. Software Developer-06 	20 Marks
6	Technical Presentation at BECIL Noida Office	A presentation explaining the methodology on execution of Project, company capabilities and subject knowledge	20 Marks
TOTAL 100 Marks			
(70% Marks shall be Qualifying)			

A pre-bid agreement shall be signed by BECIL with the successful declared H1 bidder as per Pre-Bid Agreement placed at **Annexure-J**.

SECTION –VI
ENCLOSURES AND ANNEXURES

Annexure-A

PRE CONTRACT INTEGRITY PACT

Between

Broadcast Engineering Consultants India Limited (BECIL) hereinafter referred to as "Principal")

And

..... hereinafter referred to as **"The Bidder/Contractors"**

Preamble:

The Principal intends to award, under laid down organizational procedures, contracts **for**..... The Principal values full compliance with all relevant laws of the land, rule, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(S) and / Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1.1. The Principal commits itself to take all measures necessary to prevent Corruption and to observe the following principles: -

a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or Immaterial benefit which he/she is not legally be entitled to.

b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c) The Principal will exclude all known prejudiced persons from the process.

1.2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

2.1. The bidder(s) Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a) The Bidder(s) Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract/ or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b) The Bidder(s) Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c) The Bidder(s) Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s) Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s) Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" Shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only.

e) The Bidder(s) Contractor(s) will, when presenting himself, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract/Agreement.

2.2. The Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s) Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) Contractor(s) from the tender process or take action as per the defined procedure.

Section 4 – Compensation for Damages

4.1. If the Principal has disqualified the contractor from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages Equivalent to Earnest Money Deposit / Bid Security.

4.2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

5.1. The Bidder(s) contractor declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the Anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2. If the contractor makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banking of business dealings”.

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

6.1. The Bidder(s) Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact and to submit it to the Principal before contract signing.

6.2. The Principal will enter into agreement with identical conditions as this one with all Bidders, Contractors and Subcontractors.

6.3. The Principal will disqualify from the tender process all bidder who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s)/ Contractor(s)/Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same Chief Vigilance Office.

Section 8 – External Independent Monitor/Monitors

8.1. Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD of M/s Broadcast Engineering Consultants India Limited (BECIL).

8.3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

8.4. The Principal will provide to the Monitor sufficient information about all meetings among the parties

related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

8.7. If the Monitor has reported to the CMD of the BECIL, a substantiated suspicion of an offence under relevant APC/PC Act, and the Chairman BECIL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.8. The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 20 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD, M/s. Broadcast Engineering Consultants India Limited.

Section 10 – Other provisions

10.1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the head office of the Principal, i.e., New Delhi.

10.2. Changes and supplements as well as termination notices need to be made in writing. Side agreement have not been made.

10.3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

10.4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

FOR AND ON BEHALF OF CONTRACTOR

FOR AND ON BEHALF OF PRINCIPAL



ANNEXURE B (BANK MANDATE FORM)

- DETAILS FOR PAYMENT OF TENDER PROCESSING FEES

यूनियन बैंक  **Union Bank**
of India

एनडीएयूएन (एनडीएयूएन) - A Government of India Undertaking



(A Govt. of India Undertaking)
MID CORPORATE BRANCH, DELHI SOUTH
D -26-28, Connaught Place, NEW DELHI -110001
Tel: +91-9137849790; Fax: 01-11 23414330 ; Swift: UBININBBNDL
Email: ubin0549797@unionbankofindia.bank

Ref.: MCB:ADV:ATL:2022-23:

Date: 18.01.2023

TO WHOMSOEVER IT MAY CONCERN

A	Name of the Beneficiary	BROADCAST ENGINEERING CONSULTANTS INDIA LIMITED
i	Address with Pin Code	BECIL Bhawan, C-56/A17, Sector -62, Noida - 201307 (U.P)
ii	Permanent Account Number (PAN)	AAACB2575L
iii	(a) Telephone No.	0120-4177861
	(b) Fax Number	0120-4177879
	(c) Contact Person	Sh. Awadhesh Pandit General Manager - (Finance and Accounts)
	(d) E-mail Address	panditmd@becil.com
	(e) Mobile No.	+91-8130918866
B	Bank Particulars	
i	Bank Name	UNION BANK OF INDIA
ii	Bank Contact No	+91-9137849790
iii	Branch Address with Pin Code	26/28, 1 st Floor, D Block, Connaught Place, New Delhi, 110001.
iv	BSR Code	549797
v	MICR	110026046
vi	SWIFT CODE	UBININBBNDL
Vii	11 Character IFSC Code of the Bank (Either enclosed a cancelled Cheque or obtain Bank Certificate as appended)	UBIN0549797
Viii	Bank Account Number as appearing on the Cheque Book	565101000065461
ix	Bank Account Type	Overdraft
X	If other, Specify	--

**This certificate is issued on the specific request of our customer without any risk and responsibility on the part of the bank or any of its employees.*

Bank Stamp with Authorized Signatory

Date 20-01-2023

Page 1 of 1

Particulars of The Bidder

1.	Name of company/bidder	
2.	Office Address /Telephone No / Fax No / email id / website	
3.	Year of establishment	
4.	Status of the Company/bidder	
5.	Name of Directors	i) ii) iii)
6.	Names of principle person concerned with this work with title and Telephone No / Fax/ Email Id, Etc.	
7.	Whether registered with the registrar of companies /registrar of firms. If so, mention number and date.	i) ii) iii)
8.	In case of change of Name of the Firm, former Name / Names and year/ years of establishment:	
9.	GST registration certificate	
10.	Whether an assessed of income tax. If so, mention permanent account number.	
11.	State Annual turnover of the company/bidder Furnish copies of audited balance sheet and profit & loss account (audited) for the last three years.	
12.	Particulars and place of similar type of works done in a single order. (Furnish details in a separate sheet and enclose copy of the employers certificate)	
13.	Specify the maximum value of single work executed in the past three years.	
14.	Status and details of disputes/ litigation/ arbitration, if any.	

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Annual Turnover & Net worth

(To be printed on implementing agency's letterhead and signed by Authorized signatory.)

To

The General Manager
Broadcast Engineering Consultants India Limited
BECIL Bhawan, C-56, A/17, Sector-62, Noida-201307

Full Name of Bidder (Supplier) entity:

Full Address of Bidder (Supplier) entity:

S. No.	Financial Year	Turnover of Bidder	Net worth	Remarks
1	2020-21			
2	2021-22			
3	2022-23			
	Average			

*Enclose Audited Balance sheets only.

Note: The required certificate from CA with UDIN No. is enclosed along with this form. Certificate without UDIN No. will be rejected.

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Performa of letter of Undertaking for Bid Validity

To
General Manager
Broadcast Engineering Consultants India Limited
BECIL Bhawan, C-56, A/17, Sector-62, Noida-201307

Reference: EOI No. BECIL/GM(P-I)/DGM(VPG)/NIT/MOSPI/2023-24 Dated: 04/12/2023

I/We hereby submit our Bid and undertake to keep our Bid valid for the period of 180 days from the date of submission of the Bid.

I/We also agree to abide by and fulfill all the terms, conditions of provision of the bid document.

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Bid Covering Letter

To
General Manager
Broadcast Engineering Consultants India Limited
BECIL Bhawan, C-56, A/17, Sector-62, Noida-201307

Reference: EOI No. BECIL/GM(P-I)/DGM(VPG)/NIT/MOSPI/2023-24 Dated: 04/12/2023

Dear Sir/Madam,

We, the undersigned, offer to provide Systems Implementation solutions to the Purchaser on <Name of the Systems Implementation engagement> with your Expression of Interest dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes our Technical bid sealed on the <URL of e-Procurement portal> portal.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the EOI document. We would hold the terms of our bid valid for <180> days as stipulated in the EOI document.

We understand you are not bound to accept any Proposal you receive.

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Credentials Summary

S. No.	Project Name	Client Name	Client Type	Project Value (in INR)	Documentary evidence provided (Yes or No)	Project Status (Completed or Ongoing or Withheld)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Self-Declaration For Non Black Listing

[ON BIDDER'S LETTER HEAD]

Bidder Ref. No.

Dated :

To
General Manager
Broadcast Engineering Consultants India Limited
BECIL Bhawan, C-56, A/17, Sector-62, Noida-201307

We, M/s. ----- hereby declare that the firm/company namely M/s. -----
---, as on the date of bid submission, has not been blacklisted or debarred by any of the Central Government
or State Government or any organization under Central/ State Government or any Statutory Authority, or any
Public- Sector Undertaking.

M/s has not been found guilty of any criminal offence by any court of law in India or abroad.

M/s, its directors and officers have not been convicted of any criminal offence related to their
professional conduct or the making of false statement or misrepresentations as to their qualifications to enter
into procurement contract within a period of three years preceding the commencement of the procurement
process or have not been otherwise disqualified pursuant to debarment proceedings.

Yours faithfully

For,

Signature of Authorized Signatory

Place: _____

Date: _____

Address: _____

Mobile: _____

Email ID: _____

Undertaking Regarding Payment Of GST/ Filing Of GST Return

Ref.....

Date

To,
The Chairman and Managing Director,
Broadcast Engineering Consultants India Limited,
56-A/17, Block-C, Sector-62, Noida-201307 (U.P.)

Subject: Undertaking regarding Payment of GST/ Filing of GST Return

Dear Sir,

This is in connection to the works awarded by M/s Broadcast Engineering Consultants India Limited (BECIL), we hereby undertake that we will comply with Goods and Services Tax 2017 and subsequent amendment and Various Rules Relating to GST Act, 2017(herein after referred to as GST Act and Rules) wherever we are obliged to comply with the GST Act and GST Rules.

We further hereby undertake that we will issue proper **“Tax Invoice”** and/or any other Relevant Document as required under GST Act and Rules. We will furnish appropriate GST return and pay GST as required under GST Act and Rules on timely basis and will provide GST credit on timely basis through GST Portal (and/or by any other means as provided by GST Act and Rules).

We hereby certify & undertake that we will not alter, delete or modify the tax invoices and other details uploaded at GST Portal unless approved by BECIL in writing. We hereby certify all the relevant document along with tax invoice as the case may be

We also hereby certify & undertake that we indemnify BECIL on account of any loss of GST input credit as well as any interest, penalty, demands or other costs, expenses suffered by BECIL because of any failure on our part to file appropriate Return on time and/or pay Tax to Government/Appropriate Authority.

In case we do not make payment the tax/interest/penalty/other expenses etc. on demand raised by Government/Tax Authorities due to default/delay on our part/action, we also authorize BECIL to forfeit/deduct from security held by BECIL, equivalent amount of interest/penalty/tax etc. for the amount so withheld.

Signature of Authorized Signatory on behalf of Agency

Address: _____

Mobile: _____

Email ID: _____

PRE-BID AGREEMENT

This Agreement is made at NOIDA on __ NOVEMBER 2023 between:

M/s. Broadcast Engineering Consultants India Limited, Mini Ratna Public Sector Enterprise of the Government of India having its Registered Office at 56-A/17, Block-C, Sector-62, Noida - 201301 (U.P.) and Head Office at 14-B IP Estate Ring Road, New Delhi -110002 acting through Ved Prakash Gupta, Deputy General Manager (hereinafter referred to as "**BECIL**" or "**First Party**") which expression shall unless repugnant to the context or meaning thereof, include its successors, authorized representatives and permitted assigns as the First Party. **BECIL** represents that it is an ISO 9001:2015, 27001:2013, ISO/IEC 20000:2012 certified, Mini Ratna Public Sector Enterprise of the Government of India and provides project consultancy services and turnkey solutions encompassing the entire gamut of radio and television broadcast engineering viz content production facilities, terrestrial, like satellite and cable broadcasting in India and abroad. It also undertakes supply of specialized communication, monitoring, security and surveillance system to Defense, Police department and various Para-military forces. **BECIL** has specialization in executing TV/Radio broadcasting, IT networking, Security Surveillance, Audio Video and Access control system projects in various Govt. departments throughout the country by its team of intelligent and dedicated technical officers and staff

AND

M/s XXX Company/firm incorporated under Companies Act, 1956 having its Registered Office at **YYY** by Mr. **XYZ**, Managing Director (hereinafter referred to as "**XX**" or "**Second Party**") which expression shall, unless repugnant to the context or meaning thereof, include its successors, authorized representatives and permitted assigns as the Second Party. **XX** represents that it is a company/firm which has _____

BECIL and XX individually referred to as "**Party**" and jointly as "**Parties**".

PREAMBLE

A) WHEREAS (Hereinafter referred as "**CUSTOMER**" or "**END CUSTOMER**") floated GEM Tender **Number:** _____ **Dated:** _____ for Supply, installation, testing & commissioning of IP _____ published on GEM PORTAL. (Hereinafter referred as "**RFP**")

B) That BECIL intends to submit its bid as in response to this RFP and it may by means of contracts and agreements enter into AGREEMENT with bidder of the related technology for the purpose of this RFP.

C) **AND WHEREAS** BECIL has floated an EOI no. _____ (hereinafter referred to “EOI”) for selection of *System Integrator/Consortium Partner/Back-end Technology Partner/Implementation Agency*.

D) **AND WHEREAS** XX has been selected as *System Integrator/Consortium Partner/Back-end Technology Partner/Implementation Agency* of BECIL through terms of EOI. **Also** XX agrees to execute entire scope of work for above mentioned Customer’s RFP, if the bid submitted by BECIL against the RFP is accepted, and if BECIL receives a Work Order for the same. This agreement has been put into effect from date of signing of this agreement on an exclusive basis.

E) **AND WHEREAS** the purpose of this pre bid agreement is to formalize an understanding between BECIL and XX for RFP. Tender, if awarded to BECIL will be called as “Project”.

F) **AND WHEREAS** both the parties agreed to work together for preparation and submission of the Bid against the Customer’s RFP and in case of award of work to BECIL, execute the work

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1. GENERAL

1.1 PURPOSE

A) **WHEREAS**, End Customer has floated GEM RFP/ Tender Number: _____ Dated: _____ for Supply, installation, testing & commissioning of _____.

B) XX has agreed to associate itself and render its services to BECIL in the capacity of *System Integrator/Consortium Partner/Back-end Technology Partner/Implementation Agency* for the purpose of the aforesaid RFP enabling BECIL to bid for the RFP.

C) Both the parties have read and understood the terms of the aforesaid RFP. Second Party has agreed not to disclose the terms of the aforesaid RFP to anyone unless so authorized to do so by the First Party. The PARTIES will execute the PROJECT, if awarded, in terms of responsibility as ascribed to each party. XX will do the entire system integration for the project, if awarded which covers the entire scope of work mentioned in the tender RFP documents or any subsequent modifications/amendments thereof. BECIL undertakes to be responsible for all overall Project Management and correspondence/ interface/ interaction with the Customer.

1.2 REPRESENTATION OF PARTIES

Second Party represents to the First Party that as on date of

- (a) That Second Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Contract.
- (b) That the execution, delivery and performance by Second Party of this Contract have been authorized by all necessary and appropriate corporate or governmental action and will not to the best of its knowledge:
 - (i) Require any consent or approval not already obtained;
 - (ii) Violate any Applicable Law presently in effect and having applicability to it;
 - (iii) Violate the Agreement and articles of association, bye-laws or other applicable organizational documents thereof;
 - (iv) Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage Contract, indenture or any other instrument to which Second Party is a party or by which Second Party or any of its properties or assets are bound or that is otherwise applicable to Second Party;
 - (v) Create or impose any license, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of Second Party so as to prevent such Party from fulfilling its obligations under this Contract;
- (a) That Second Party has not been black-listed by Central/ State Government or any other Government PSU and are not facing/likely to face any disciplinary proceedings under Indian or under laws of any other country.
- (b) That this Contract, RFP No. _____ Dated _____ and the NOA issued by BECIL dated _____ is the legal and binding obligation of such Party, enforceable in accordance with its terms against it;
- (c) That there is no litigation pending or, to the best of Second Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Contract.
- (d) That there is no legal action/dispute initiated or pending on Second Party at the time of signing of this contract which is likely to concern or affect BECIL in any manner. If any such case is found pending, the contract will automatically become invalid and the agency will be penalized by withholding the EMD, PBG and legal action will be initiated as deemed fit by the competent authority. All ongoing and future business association with BECIL will also be terminated.

1.3 RESPONSIBILITY MATRIX

P-Primary Responsibility

S-Secondary Responsibility

J- Joint Responsibility

S.NO.	PRE-BID RESPONSIBILITY	BECIL	XX
1.	Pre bidding site survey, if any	S	P
2.	Technical bid preparation as per RFP along with MAF and datasheets of fully complied products as per the RFP specifications.	J	J
3.	Competitive commercial bid preparation as per RFP	S	P
4.	Coordination with OEMs/distributors for preparation of bid.	S	P
5.	Technical Bid Facilitation.	S	P
6.	Commercial Bid Facilitation	s	P
7.	Prepare the bid as per eligibility criteria. Interaction with customer and going through the RFP process.	P	S
8.	Documentation and correspondence with the customer.	P	-
9.	Provisioning of certificates from OEMs for product support, warranty, spare availability and delivery as per the customer/ RFP requirement.	-	P
10.	Provisioning of EMD to end customer as per RFP requirement.	P	
11.	Provisioning of EMD to BECIL on proportionate basis.		P
12.	Provisioning of any other required document for bidding.	J	J
13.	Submission of complete techno-commercial offer to the customer in requisite mode.	P	
14.	Execution of field trials and any product demonstrations and tests, as required by the customer.	S	P
15.	Any other relevant follow up, correspondence and meetings with customer.	P	S
16.	Support during Reverse Auction (if any)	S	P

- **NOTE: A detailed Agreement of POST-BID responsibility shall be signed subsequently, if the project is awarded and Work Order issued by the Customer to BECIL.**

1.4 The detailed Agreement for selected bidder between the parties will contain:

(a) Responsibility matrix of the PARTIES to execute the PROJECT, if awarded, jointly. This will covers the entire scope of work mentioned in the tender RFP documents or any modifications thereof.

(b) Other Modalities/conditions that might arise or might require to be incorporated towards complete & satisfactory execution of the Project.

The above list is illustrative and not exhaustive and will include apart from the above other clauses also.

(c) Financial Arrangements.

The above list is illustrative and not exhaustive and will include apart from above other clauses also.

ARTICLE 2:- TERM AND TERMINATION

2.1. **Terms:** This AGREEMENT shall be valid from the date of signing and shall terminate on the earliest occurrence of one of the following:

a) A Contract for the PROJECT has been awarded by the End Customer to BECIL and the parties hereto have subsequently entered into and signed a comprehensive formal AGREEMENT referred to under item 1.4 above;

or

b) In case the Contract for the PROJECT is awarded to other entity/bidder or the PROJECT is cancelled and all rights and obligations between the PARTIES hereto according to this AGREEMENT have been fulfilled;

or

c) By Mutual consent between the Parties

2.2. In the event order is placed on BECIL by the end customer wherein BECIL is to use services of _____XX_____, _____XX_____ will have no right to terminate this agreement till such time that the project is complete in all respects including the expiration of AMC period, if any.

2.3 **Effect of Termination or Expiration:** Upon any expiration or termination of this AGREEMENT and subject to applicable laws; Each party will (i) return (or destroy if requested by the disclosing party) the original and all copies of any confidential & proprietary information of the disclosing party; and (ii) at the disclosing party's request, have one of the officers of the receiving party certify in writing that it has fully complied with the provisions of this Clause. For the purpose of this Clause, the expression "Confidential & Proprietary Information" shall be limited to matters of commercial confidence, Proprietary rights, trade and business secrets and intellectual property but shall not include correspondence exchanged between the parties and contents thereof.

ARTICLE 3:- PAYMENT & COMMERCIAL TERMS AND CONDITIONS

3.1 While preparation and submission of Bid against the Client's RFP, BECIL will Provision the EMD to end customer as per the customer RFP requirement. _____XX_____ will provision an EMD of Proportionate amount to BECIL on back to back basis.

3.2 In case the bid submitted by BECIL against the Customer's RFP, prepared in collaboration with _____XX_____, is accepted and BECIL receives Work Order from the Customer, the following conditions will be applicable:-

(i) BECIL will provision Transaction charges, Annual Milestone charge and any other charges for signing the agreement with the customer, payable to GEM. All such charges shall be recovered in total quantum from _____XX_____.

(ii) BECIL will issue Work/Supply Order/s to _____XX_____, on

becoming L1, ensuring net ___% margin to BECIL on the total basic value of the project

- (iii) All terms and conditions of the Customer's RFP, and any subsequent amendments/ corrigendums thereof, will be applicable fully on back to back basis on _____XX_____, including all important terms and conditions like EMD, PBG, Payment Terms, SLA conditions, Liquidity Damages, and any other penalties etc.
- (iv) EMD and Performance Bank Guarantee as applicable shall be payable by _____XX_____ on back to back basis as per the terms and conditions of Customer's RFP, and any subsequent amendments/ corrigendums thereof.
- (v) In case the bidding against Customer's RFP requires online payment for EMD, the proportionate amount will have to be paid in similar mode by _____XX_____ to BECIL. In case the bidding is on GeM portal or requires submission of EMD in the form of Bank Guarantee. The successful *System Integrator/Consortium Partner/Back-end Technology Partner/Implementation Agency* has to submit back to back EMD to BECIL. The cost incurred towards GeM transaction charges and/or EMD (BG) making charges shall also be recovered from _____XX_____ in case the Project is awarded to BECIL by the Customer.
- (vi) All payments in the Project to _____XX_____, shall be on back-to-back basis only subject to receipt of corresponding payment from the Customer. No advance will be paid to _____XX_____, even though BECIL may be eligible to get advance from the customer being a front end bidder, unless a BG of equivalent amount is submitted by _____XX_____ to BECIL.
- (vii) All pricing by _____XX_____ would be inclusive of all statutory taxes payable by _____XX_____. However any statutory change in Tax Structure prevailing at the time of invoicing shall be binding to both - _____XX_____ and BECIL. Their bid price shall be for completeness of system without any extra cost.

ARTICLE 4: CONFIDENTIAL INFORMATION

4.1. Subject to applicable laws and as required by End-Customer, Law-Enforcement agencies & Government agencies, the terms of this AGREEMENT are agreed by all the Parties to be confidential and all information disclosed by one party to each other hereunder shall be kept strictly confidential.

4.2. Each party shall keep any information obtained by it from the other party strictly private and confidential for the purpose of:

- (a) preparation of bid for the tender and/or,
- (b) In case of award of a Contract for the PROJECT to BECIL and/or,

(c) Execution of the PROJECT

ARTICLE 5: LIMITATION OF LIABILITY

5.1. With the exception of any breach of confidentiality obligations, neither party will be liable to the other party for any costs, damages, expenditure, loss of profits, prospective profits of any kind or nature etc. arising from the termination or alleged breach of this AGREEMENT or in any manner arising from this AGREEMENT.

ARTICLE 6:- GENERAL TERMS & CONDITIONS

6.1 AGENCY

This agreement between the parties is on a principal to principal basis and it is agreed that _____XX_____ is not and shall not represent itself as an agent of BECIL.

6.2 CONFIDENTIALITY

The parties along with their employees working on the specified projects agree to maintain strict confidentiality of all information of technical or business nature provided to each other pursuant to this agreement and/ or any subsequent agreement or any correspondence in writing between them. This clause shall survive the expiry/termination of this agreement.

6.3 ASSIGNMENT

This AGREEMENT may not be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party. This AGREEMENT will be binding upon, and ensure to the benefit of, the permitted successors and assigns of each party. Any purported assignment in violation of this clause will be null and void.

7. INTELLECTUAL PROPERTY RIGHTS

BECIL would make no claim on the technology / algorithms used in servicing the clients either during the contract or ever later. Both the parties agree that consideration mentioned under commercial term of this agreement is after taking into consideration the cost of intellectual property rights, if any, to be used under this agreement and no further claim in this regard shall be entertained by BECIL. BECIL shall be kept indemnified by **XX** for any kind of breach of IPR of any third party for all the products/services supplied by it under this agreement.

Any amendment to this AGREEMENT, if required, shall be done in writing with the mutual consent of the parties.

8. WARRANTIES AND UNDERTAKINGS

i. Each Party acknowledges that it is and shall remain liable to the other party for the consequences of any failure on its part or on the part of its Personnel to fulfill the tasks assigned to it under this Agreement.

ii. Each Party shall be responsible for providing all appropriate facilities and services as shall be necessary in the proper performance of its obligations, which will be entirely at that Party's own expense.

9. INDEMNITY

Each party shall indemnify, keep indemnified and hold harmless the other Party from and against all costs, expenses, liabilities, injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which it may incur or suffer as a result of a breach of this Agreement or negligent acts or omissions or willful misconduct of the Party and/or its Personnel including without limitation any resulting liability the Consortium has to any third party.

10. ASSIGNMENT AND SUB-CONTRACTING

Neither this Agreement nor any of the rights and obligations under it can be assigned by any party. Parties may engage sub-contractors by mutual consent, subject to the compliance with the Tender terms.

11. FORCE MAJEURE

No Party will be deemed to be in breach of this Agreement, nor otherwise liable to the other for any failure or delay in performance of this Agreement if it is due to any event beyond its reasonable control other than strike, lock-out or industrial disputes but including, without limitation, acts of God, war, fire, flood, tempest and national emergencies.

12. DISPUTE RESOLUTION

i. All disputes arising out of or in connection with this Agreement and any amendments thereof, shall, as far as they cannot be amicably settled between the parties, shall be submitted to arbitration by a Sole Arbitrator to be appointed by CMD ,BECIL. The venue of arbitration shall be Delhi. Arbitration proceedings shall be governed by Arbitration & Conciliation Act, 1996 or any subsequent modification thereof.

Note : During a dispute, each Party must continue to perform its obligations under this Agreement.

13. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the laws of India and each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the Courts at New Delhi, India.

14. NOTICES

i. Any intimation, notice, request, grievances, complaint or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered post to such Party at the specified address.

ii. Any notice issued pursuant to this Agreement must be in English and in writing. All notices, correspondence or other communication relating to this Agreement shall be given:

- (a) by being personally served on the designated Party; or
- (b) by being sent to the Party's designated address for service by prepaid ordinary mail; or
- (c) to the designated facsimile ; or
- (d) to the designated e-mail address.

The particulars for service to each party are:

Address: XXXX

Fax:

E-mail:

Address: Broadcast Engineering Consultants India Limited

BECIL BHAWAN , C56/A17 Sector 62 Noida 201307

Fax: +91 11 23379885

E-mail: ved@becil.com

15. WAIVER

The failure by Parties to enforce at any time or for any period any one or more of the terms or conditions of this Agreement will not be a waiver by them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

16. SURVIVAL

i. The representations and warranties contained in this Agreement survive the termination of this Agreement.

ii. Each indemnity and guarantee arising in respect of this Agreement survives the performance of obligations arising out of or under this Agreement and the termination of this Agreement and will continue in force as long as necessary to affect their purpose.

17. VARIATION

This Agreement may be amended at any time by written agreement of the Parties. No variation

to this Agreement shall be effective unless in writing signed by a duly authorized officer of each of the Parties.

18. COUNTERPARTS

This Agreement is executed in two counterparts, with each party retaining one original.

19. DAMAGES

Once the Bid has been submitted, neither of the parties may withdraw from its obligations & terms of the present AGREEMENT. Any damage/loss caused to BECIL due to failure on the part of _____XX_____ to enter into a detailed agreement as mentioned above, shall be borne by _____XX_____ and will be made good by it in case BECIL has to make payment of any damages/penalty to End Customer of any nature whatsoever. EMD will be forfeited by BECIL and can claim damages for the loss of reputation

20. ENTIRE AGREEMENT

This Agreement hereto constitutes the entire agreement between the Parties with regard to the subject matter contained in this Agreement and supersedes all prior negotiations, representations, agreements and understandings, written or oral preceding the execution of this Agreement.

By signing this AGREEMENT, BECIL and _____XX_____ acknowledge that it correctly records the understanding they have reached with regard to the Project.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their respective authorized representatives with effect as of the Effective Date.

NOTE : ALL the RFP Terms and condition and corrigendum thereof , shall be binding on the XX on back to back basis.

FOR AND ON BEHALF OF BECIL

FOR AND ON BEHALF OF XX

Date:

Date:

Place:

Place:

Witness:

Witness

1.

1.

Power of Attorney for signing the Bid on Rs. 100 Stamp Paper

KNOW ALL MEN BY THESE PRESENTS,

We "Name of Bidder" do hereby irrevocably constitute, nominate, appoint and authorize _____, who is presently employed with us and holding the position of " _____", 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 "**Name of Project**" of " _____" (the "client") 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 client, representing us in all matters before the client, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the client 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 client. The act done by _____ (Name of authorized person) will be binding on the selected bidder.

IN WITNESS WHEREOF WE, (Name of Bidder)_____, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF Date_____ .

For **Name of Bidder**,

Accepted

Witnesses:

1. (Notarized)

- 2.

**Cost for Making Payment to manpower for the Development and Maintenance of MPLADS Portal
Development – 1 Years**

S.No.	Designation	Number of Resources	Duration in Months	Proposed Cost* per month INR C	Total INR A*B*C	Remarks
1	Project Manager	1	12	1,00,000	12,00,000	
2	Sr. Solution Architect	1	6	45000	2,70,000	First 6 Months
3	Solution Architect	1	7	38000	2,66,000	From 6 th to 12 th Month
4	Database Design Architect	1	12	42000	5,04,000	
5	Sr. Software Developer	4	12	55000	26,40,000	
6	Software Developer	2	12	38000	9,12,000	
7	UI/UX Designer	1	12	35000	4,20,000	
8	GSI Developer	1	6	32000	1,92,000	From 7 th Month
9	Mobile Application Developer	1	6	42000	2,52,000	From 7 th Month
10	Software Tester	1	8	32000	2,56,000	From 4 th Month
11	Business Analyst/ Document writer	1	12	33000	3,96,000	
12	Business Analyst/ Document writer	1	6	32000	1,92,000	First 6 Month
	Grand Total for 1 Year				75,00,000	
	Rupees Seventy Five Lakhs only					

Cost for hire of manpower resources for the Development and Maintenance of MPLADS Portal
Development -1 Year is Rs. 75,00,000 (Rupees Seventy Five Lakhs only)

Cost for making payment to Human Resources MPLADS Portal Maintenance

(after Go-live)for 5 Years

.No.	Designation	Number of Resources A	Duration in Months B	Proposed cost ** per Month INR C	Total INR AxBxC	Remarks
1	Project Manager	1	60	1,00,000	60,00,000	
2	Sr. Software Developer	4	60	55000	1,32,00,000	
Grand Total for 5 Years					1,92,00,000	
Rupees One Crore Ninety Two Lakh only						
Maintenance cost For 1 year = 38,40,000						
Rupees Thirty Eight lakhs Forty Thousand only.						

**** The Proposed Monthly cost is as per NICSI Tier1 empanelment rates.**

Cost for hire of manpower resources for the MPLADS Portal Maintenance – After Go Live for 5 Years is Rs. 1,92,00,000 (Rupees One Crore Ninety Two Lakh only)

Name of Title of Signatory:

Name of the Firm:

Address:

Financial Proposal

(To be submitted on letter head of bidder)

S.No	Bid Variable	Service charge (as percentage)
1	The bidder has to quote service charge as percentage of the total emoluments to be paid for the manpower to be deployed for the Nodal Agency, considering all the deliverables responsibilities like, HR activities, Insurances, Med claim's, statutory compliances etc. No additional payment shall be made to the bidder except the service charge and the GST if applicable)	%

The quoted price shall be excluding the GST. The GST will be paid in addition to the fee at the prevailing rate.

Date:

Place:

Notes for Financial Bid:

No payment will be done above the quoted price.

Minimum Service Charges shall be 3.85% but not exceed 7%.

All payments shall be made in INR.

Tender Floated by Client (MOSPI)

Client's Tender Reference No. GEM Bid Ref No: GEM/2023/B/3350959 Dated: 13-04-2023



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/3350959
Dated/दिनांक : 13-04-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	24-04-2023 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	24-04-2023 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Statistics And Programme Implementation
Department Name/विभाग का नाम	Na
Organisation Name/संगठन का नाम	N/a
Office Name/कार्यालय का नाम	Sardar Patel Bhawan, Sansad Marg, New Delhi - 110001
Item Category/मद केटेगरी	Custom Bid for Services - ----
Contract Period/अनुबंध अवधि	1 Year(s) 1 Day(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	1500 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years Of Experience/वर्षों के अनुभव के लिए एमएसई को छूट प्राप्त है and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No

Bid Details/बिड विवरण	
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days
Estimated Bid Value/अनुमानित बिड मूल्य	50000000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	1500000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	18

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

Beneficiary/लाभार्थी :

DDO PI
Pay & Account Office, Ministry of Statistics and Programme Implementation
(Pao)

Splitting/विभाजन

Bid splitting not applied./बोली विभाजन लागू नहीं किया गया

MII Compliance/एमआईआई अनुपालन

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
3. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
5. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. 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.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**Introduction about the project /services being proposed for procurement using custom bid functionality:**[1681376970.pdf](#)**Instruction To Bidder:**[1681376977.pdf](#)**Pre Qualification Criteria (PQC) etc if any required:**[1681376985.pdf](#)**Scope of Work:**[1681376993.pdf](#)**Special Terms and Conditions (STC) of the Contract:**[1681376999.pdf](#)**Service Level Agreement (SLA):**[1681377004.pdf](#)**Payment Terms:**[1681377084.pdf](#)**Penalties:**[1681377090.pdf](#)**Quantifiable Specification / Standards of The Service/ BOQ:**[1681377119.pdf](#)**Project Experience and Qualifying Criteria Requirement:**[1681377127.pdf](#)**Educational Qualification including Profile of SME/Consultants /Professional Resources /Technical Resources if they are part of Project .:**[1681377132.pdf](#)**GEM Availability Report (GAR):**[1681377136.pdf](#)**Buyer's Competent Authority Approval:**[1681377141.pdf](#)**QCBS Document elaborating detailed QCBS Criteria pertaining to Services / Project Procurement if**

any as per applicable norms:[1681377155.pdf](#)

Buyers are requested to upload the format for price breakup of the lumpsum offering to be provided by the service provider (Please provide the format if financial upload required is selected as "Yes" while creating Bid):[1681377162.pdf](#)

This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
Proposed Methodology	100	70	View File

Total Minimum Qualifying Marks for Technical Score: 70

QCBS Weightage(Technical:Financial):30:70

Interview Venue:Room no. 202, MoS&PI, Khurshid Lal Bhawan, Janpath New Delhi-01

Custom Bid For Services - ---- (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	----
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Nitin Ranjan	110001,East Block-6, R K. Puram, New Delhi	1	N/A

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

1. Generic

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

2. Payment

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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

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

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

Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---



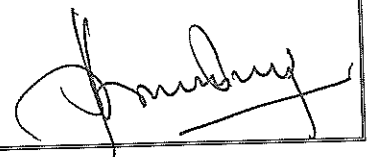
Tender Document
for

**Hiring of Software Developers/Professionals for re-development/revamping and
Maintenance of MPLADS portal**

Government of India
Ministry of Statistics and Programme Implementation
MPLADS DIVISION
Web site: <https://www.mospi.gov.in>

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Government of India
Ministry of Statistics and Programme Implementation
MPLADS DIVISION
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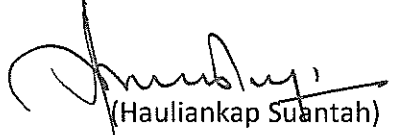
Dated: 11/04/2023

NOTICE INVITING TENDER (NIT)

For and on behalf of the President of India, MPLADS Division, Ministry of Statistics & Programme Implementation invites Advertised e-Tender for Hiring of IT professionals for maintenance of MPLADS Portal after GoLive from reputed IT System Service Providers for the period of five years which can be extended yearly by this division for a maximum period of four years at its own discretion, if required. Mode of Tendering is e-Tender (online) on the GEM Portal.

2. The tender document is available on GEM Portal and www.mospi.gov.in from 11/04/2023. In case of discrepancies found between the English text version and Hindi translation, the English version shall prevail.
3. Tender has to be submitted online on URL GEM Portal only latest by (Last Date). Manual bids shall not be accepted. Tenderers are advised to follow the instructions provided in the tender documents for the e-submission of the bids online. The important information of the Bid is as under:

EMD (Bid Security)	Rs. 15,00,000/- (Rupees Fifteen Lakhs Only)
Date & Time Of Publishing Of Tender	As per Tender Documents
Last Date & Time For Submission Of Bid	As per Tender Documents
Date & Time For Opening Of Technical Bid	As per Tender Documents
Date & Time For Opening Of Financial Bid in respect of Technically qualified Bidders only	As per Tender Documents
Validity Of Bid	180 Days from The Last Date Of Closing


(Hauliankap Suantah)
Under Secretary (MPLADS)
Tel.:23455614

TERMS OF REFERENCES (TOR)

1.1. Brief description of Bidding Process

The MPLADS Division has adopted a two-stage online bidding consisting of submission of a Technical Bid and a Financial Bid (both terms are defined hereinafter as the "Bidding Process"), to test check the responsiveness, fulfillment of Eligibility Criteria. The Bidding Documents in its entirety will be available for download from the GeM portal and from the web-site of the Ministry from the date mentioned in the schedule. To participate in the Bidding Process, the Bidder should complete all stages of download from the GeM Portal and final bid submission through the GeM Portal. Bids which are submitted on the GeM Portal alone will be accepted by the Authority. The Bidders are advised to submit the bid one day prior to the Bid Due Date so as to safeguard their participation and avoid any delay. The Bidders are advised to upload the Bid sufficiently before the specified time on the Bid Due Date to avoid any technical issues or malfunction in the network caused by heavy internet traffic on the Bid Due Date. The Authority shall not be responsible for any failure, malfunction or breakdown of the GeM Portal during the Bidding Process. The Bidders are required to register on GeM Portal. Bidders are also required to obtain digital signature to upload the Technical and Financial bid. Bidders are requested to visit GeM Portal for the details related to online registration and submission of Bids. In addition to the terms and condition of the bid documents, GeM's terms and condition shall also be binding for the bidders willing to participate in the bidding process.

2. INSTRUCTIONS TO THE BIDDERS (ITB)

This section of the bidding documents provides the information necessary for bidders to prepare online responsive bids, in accordance with the requirements of the BUYER. It also provides information on online bid submission, opening, evaluation and contract award. The bidders are required to submit soft copies of their bids electronically on the GEM Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the GEM Portal, prepare their bids in accordance with the requirements and submitting their bids online on the GEM Portal.

2.1 REGISTRATION

- (i) Bidders are required to enroll on the GEM Portal which is free of charge.
- (ii) During enrolment / registration, the bidders should provide the correct/true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors/bidders through email-id provided.
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.



2.2 PREPARATION OF BIDS

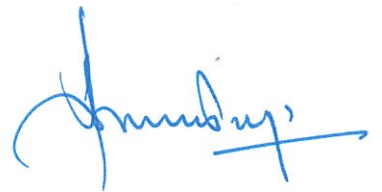
- (i) For preparation of bid, Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum, if any published, before submitting their bids. After selecting the tender document same shall be moved to the 'My favourite' folder of bidders account from where bidder can view all the details of the tender document.
- (ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidder shall 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.
- (iii) Any clarifications, if required, then same may be submitted online through the tender site after rejection. 3 days will be given for the submission of clarification against objection/rejection of the TEC of the Ministry.
- (iv) Bidder should get ready in advance the bid documents to be submitted as indicated in the tender document/schedule in PDF/xls/rar/zip formats. If there is more than one document, they can be clubbed together using zip format.
- (v) Bidder can update well in advance, the documents such as experience certificates, financial reports, PAN, TIN, service tax, VAT, registration certificate and other relevant details etc., under "My Space" option, which can be submitted as per tender requirements.
This will facilitate the bid submission process faster by reducing upload time of bids.

2.3 BID SUBMISSION

Only Online Bids need to be submitted on GEM Portal. The tenders shall be of 2 bid system (Technical Bid & Financial Bid). Manual bids will not be accepted. While submitting the bids online, the bidder shall read the terms & conditions (of GEM portal) and accepts the same in order to proceed further to submit their bid. The bidders are cautioned that uploading of financial bid elsewhere i.e. other than the prescribed format will result in rejection of the tender.

2.3.1 Submission of EMD:

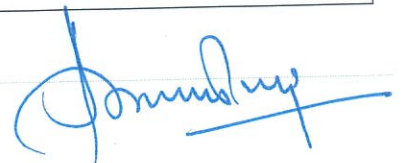
Demand Draft/Bankers cheque for EMD for Rs 15.00 Lakh, should be submitted in favour of "**Pay & Account Office, Ministry of Statistics and Programme Implementation**" at **Tender Box, Ministry of Statistics and PI Khurshid Lal Bhavan, New Delhi -110001** or online on GEM portal before the closing of bid. If claim for relaxation of MSME, Start-ups etc as per rule, valid certificate has to be attached.



2.5 Submission of Technical Bids

The bidder should upload the scanned copy of the following document as part of the Technical Bid.

#	Criteria	Supporting Document required
1.	Legal Entity: Bidder should have a legal status, as a single legal entity, must be incorporated and registered in India under the Indian Companies Act 1956 and The Companies Act, 2013 or a Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932 and should have been in operation in India.	Valid documents in support/Certificate of Incorporation and Articles of Association of the Participant in case of Company /Limited Liability Partnership.
2.	Bidder should have Certificates of GST, and PAN	Copies of PAN Card, GST Registration and TIN
3.	Bidder should have Average Annual Turnover during the last three financial years generated from IT Services \geq 15.00 Crore	Turnover certificate from a qualified Chartered Accountant for previous three FYs. Copies of Income Tax Returns filed for last 3 financial years (i.e 2019-2020, 2020-2021, 2021-22) Balance Sheet of the last three financial years (i.e 2019-2020, 2020-2021, 2021-22); showing minimum turnover of Rs. 15 Crores per annum;
4.	The Bidder should be in existence for over 5 years. Must have experience of 3 years in Government Organization in IT FMS, AMC or IT/ITes works.	The bidder must furnish Work Order/ Work completion certificates of minimum Five years' experience (of which at least three year in with Government Organizations/PSUs). Proof of minimum 5 years' experience of services providing for similar kind of projects with Govt. Deptts. or PSUs; A list of Clients etc. to be submitted
5.	Bidder shall have presence in Delhi/NCR. The bidder shall have more than 30 technical staff on their pay roll in the Service Support based in Delhi & NCR	Proof of having presence in the National Capital Region (NCR) and Proof of 30 staff on payroll (Certificate from HR must be submitted).



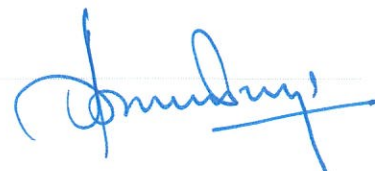
6.	The Bidder should not be, blacklisted by any Organisation/Department/Ministry of Govt. of India/State Govt./Organisation/PSU in the last three years.	An affidavit on Rs. 100 stamp paper stating: Bidder/firm has not been blacklisted by any Organisation/Department/Ministry of Govt. of India/State Govt./Organisation/PSU in the last three years. Declaration regarding blacklisting or otherwise (<i>Annexure-I</i>)
7.	The bidder must have to work experience in the Govt./PSU sector. 1. Three similar services with costing not less than the amount of Rs. 40 Lakhs. or 2. Two similar services with costing not less than the amount of Rs. 60 Lakhs. or 3. One similar service with costing not less than the amount of Rs. 1 Cr.	Copies of Work Orders or client/customer certificate stating similar services in last five years with contract value. A list of the clients mentioning contract value FY wise is to be submitted for evaluation. - Similar Work- Supply or Delivery of IT Technical Manpower.

2.6. Submission of Commercial Bid (Financial Bid)

Financial Bid (Scanned copy of Commercial Bid as per **Annexure-VIII**) should be submitted online only. The Financial Bid shall contain only the rates as per the format enclosed as **Annexure-VIII**. The bidders are advised to use the prescribed format, failing which the Financial Bid shall be summarily rejected.

3. BID OPENING & EVALUATION:

- a. The Technical bids will be opened online at the time & date as specified in the tender document. All the statements, documents, certificates, DD etc. uploaded by bidder will be verified & downloaded, for technical evaluation.
- b. The bidder can witness bid opening from their respective locations logging in through their login ID, password at the designated time of bid opening.
- c. The Technical Bid will be evaluated against the specified parameters/criteria given in the Tender Document and prevailing policy/ Guidelines of Government of India by duly constituted Tender Evaluation Committee (TEC). Thereafter, technically qualified bidders (substantially responsive and technically complied) will be identified by the TEC.



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- d. Price bids of only the technically qualified bidders will be opened online for evaluation.

The bidder qualifying in the technical evaluation and quoting **the lowest service charge** [Minimum Service Charges shall be 3.85% but not exceed 7% (i.e. 3% profit plus transaction charges of 0.85%)] will be declared L1 for the purpose of awarding the work order after getting concurrence of IFD and approval of the Competent Authority of the MoSPI.

4. AWARD CRITERIA FOR AWARD OF CONTRACT

- a. MPLADS Division, MoSPI will issue "Letter of Offer" to the successful Bidder. The successful bidder shall be required to accept the Offer and furnish a Performance Security.
- b. Thereafter, an agreement will be made between MPLADS Division, MoSPI and successful bidder and requisite Purchase/work Order will be issued to the successful bidder.
- c. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of EMD/Performance Security. In this case, MPLADS, MoSPI may invite next bidder at L1 Price with the approval of the Competent Authority.



5. PRE-QUALIFICATION REQUIREMENT (PQR)

#	Criteria
1.	Legal Entity: Bidder should have a legal status, as a single legal entity, must be incorporated and registered in India under the Indian Companies Act 1956 and The Companies Act, 2013 or a Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932 and should have been in operation in India.
2.	Bidder should have Certificates of Valid GST, and PAN
3.	Bidder should have Average Annual Turnover during the last three financial years \geq 15.00 Crore
4.	The Bidder should be in existence for over 5 years in the IT Service and at least three years experience in Government Organizations/PSUs.
5.	Bidder shall have presence in Delhi/NCR mentioning registered office address may also be provided in the proposal, where if required by Ministry may be approach. The bidder shall have more than 30 staff on their pay roll in the Service Support based in Delhi & NCR.
6.	The Bidder should not be, blacklisted by any Department/Ministry of Govt. of India/firm/organization/PSU.
7.	The Bidder should be ISO 27001: 2013/27001:2018, ISO 9001:2015/20000- 3: 2019 and having certificate of CMMI Level 3 or Level 5.
8.	The bidder must have to work experience in the Govt./PSU sector. 1. Three similar services with costing not less than the amount of Rs. 40 Lakhs. or 2. Two similar services with costing not less than the amount of Rs. 60 Lakhs. or 3. One similar service with costing not less than the amount of Rs. 1 Cr.

6. EVALUATION OF BIDS

6.1 Quality cum Cost Based Selection (QCBS) - 30:70

The Financial bid shall be given weightage of 70%, the method of evaluation of financial eligibility shall follow the procedure as given below. The financial proposal of only those bidders who qualify technically shall be opened. Those bidders, who quote lowest service charge for making payment of salary as per table in above Para 3 shall be considered financially qualified. The financial proposal with the lowest service charge shall be given a financial score of 100 and the other financial proposal shall be given financial score that are inversely proportionate to their prices. The financial proposal shall be allocated weightage of 70%.

6.2 The technical bid shall be given weightage of 30%, the method of evaluation of technical qualification shall follow the procedure as given below. The financial proposal of only those bidders who qualify technically shall be opened. Only those bidders, who obtained at least 70% Technical

score shall be considered as technically qualified. The financial proposal with the lowest cost shall be given a financial score of 100 and the other financial proposal shall be given financial score that are inversely proportionate to their prices. For working out the combined score, MPLADS Division shall use the following formula:

$$\text{Total score} = 0.3 \times \text{TS} + 0.7 \times \text{FS},$$

$$[\text{FS} = \{(\text{LEC} / \text{EC}) \times 100\}]$$

TS = Technical score

FS = Financial score of the financial proposal

LEC = Lowest Evaluated Cost of the financial proposal

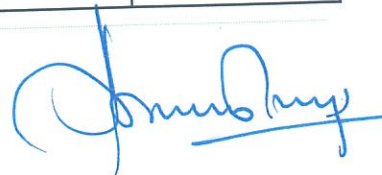
EC = Evaluated Cost of the particular financial proposal.

Example :- If the lowest bid price is Rs. 100, the lowest evaluated bidder will get a score of 100. If the second lowest bid is Rs. 150, the bidder will get a score of $(100/150) \times 100 = 66.66$. The scores will be calculated up to 2 decimal places.

The proposals will be ranked in terms of total scores of each applicant. The proposal with the highest total score (Technical + Financial) will be considered for award of contract and will be called for negotiations, if required. 6.3 **Technical scoring criteria**

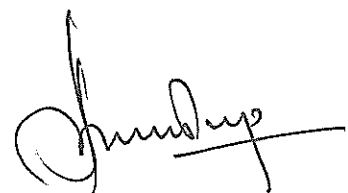
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S.N	Technical Parameters	Parameters	Max Marks
1.	Cumulative ANNUAL Turnover (Total) of last three FY i.e. FY:2021-22, FY:2020-21, FY:2019-20	<ul style="list-style-type: none"> Above 50.01Cr: 15 Marks Between 25.01 Cr to 50.00Cr : 10 Marks Between 15Cr to 25Cr : 05Marks (Highest turnover in any FY of previous 3 FY of the bidder will be considered for marking, in case of different parameters as mentioned above.)	20 Marks
2.	Similar Experience.	<ul style="list-style-type: none"> Supply or Delivery of IT Technical Manpower Work in Govt/ PSU Sector in previous 3 FYs. (For Each Work Order/PO): 2 Marks/ PO 	20 Marks
3.	Technical manpower: Bidder must have technical manpower resources on their payroll currently. (ESIC/EPF Proof or Last Month Salary	<ul style="list-style-type: none"> Nos of Technical Resources more than 50: 20Marks Nos of Technical resources >40- 50: 10 Marks Nos of Technical resources 30 to 40: 5 Marks 	20 Marks



	Credit Proof Duly Certify by HR of the vendor)		
4.	Certification- Bidder Should have CMMI Level 3 and above level of certification	Bidder will be awarded marks for certifications accordingly: i) ISO 27001: 2013/27001:2018- 2.5 Marks ii) ISO 9001:2015/20000- 3: 2019 and above:- 2.5 Marks CMMI Level 3 - 10 Marks CMMI Level 5 - 15 Marks	20 Marks
5.	Proposed Manpower and Qualification & Experience (Resume shall be attached	<ul style="list-style-type: none"> • 1 Project Manager - 10 • 1 Sr Solution Architect - 04 • 4 Sr. Software Developer - 06 	20 Marks
Total 100			
(70 % Marks shall be Qualifying)			

6.4 The Technical Committee appointed under para 5.2.2 of Manual for procurement of Goods for this purpose shall give their observation and scoring in the Creativity of proposed, concept, strategy, experience and interview in the pre-bid meeting.



7. PROPOSAL EVALUATION

General

7.1 From the time the proposals are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should address through GEM portal. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

7.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained Evaluation of Technical Proposals.

7.3 The evaluation committee appointed by the Client as a whole, and each of its members individually evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria) and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score.

7.4 Technical Scores & Financial Scores should be not less than 60% of the total scores.

7.5 Until development works complete and portal hosted by the Ministry after audit, Maintenance work of MPLADS Portal could not be started.

8. Public Opening and Evaluation of Financial Proposals;

8.1 After the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will not be opened. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals through GeM portal only.

8.2 The Consultant achieving the highest combined technical/ financial score will be invited for negotiations.

9. NEGOTIATIONS

9.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and



final Terms of Reference will then be incorporated in the —Description of Services which form part of the contract. Special attention will be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

9.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

9.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the Consultant may be disqualified.

9.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Consultant will initial the agreed contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

10. AWARD OF CONTRACT

1. MPLADS Division, MoSPI will issue “Letter of Offer” to the successful Bidder. The successful bidder shall be required to accept the Offer and furnish a Performance Security of Rs. 25.00 Lakh.
2. Thereafter, a work order will be issued as per the tender documents to the successful bidder.
3. Failure of the successful bidder to comply with the requirements of clauses as per (Annexure II) shall constitute sufficient grounds for the annulment of the award and forfeiture of EMD/Performance Security. In this case, MPLADS, MoSPI may invite next bidder at L1 Price with the approval of the Competent Authority.

11. CONFIDENTIALITY

11.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning Consultant has been notified that it has been awarded the contract **Two Bid System**: The tenders are invited under two bid system i.e. Technical Bid and Financial Bid. (Annexures I, II, III, IV, V, VI & VII are related to Technical Bid and Annexure VIII for Financial Bid).. A copy of the DD for EMD, if any, shall be uploaded on the GEM portal.

12. OPENING OF TECHNICAL BIDS;



12.1 The Technical Bids will be opened as per mentioned in the BID documents at the first stage and evaluated by the Competent Authority. At the second stage, Financial Bid of only technically qualified Bidders will be opened thereafter for further evaluation and ranking before awarding the contract. Technically qualified prospective bidders will be informed separately to be present at the time of opening of the Financial Bid.

12.2 The prospective bidders may obtain the Form of Quotation/features/information and also for any clarifications required in this regard through GeM portal in specific BID. Form of Quotation/features/information can also be downloaded from official website of the Ministry i.e. <https://www.mospi.gov.in>

13. EARNEST MONEY DEPOSIT;

13.1 An amount of Rs.15,00,000/- (Rupees Fifteen Lakh Only) should be deposited as Earnest Money Deposit (EMD) in the form of Demand Draft (DD) drawn in favour of **"Pay & Account Office, Ministry of Statistics and Programme Implementation"** and should be uploaded in the specific column in the GEM. Tender received without EMD/PSD or EMD/PSD for lesser amounts will be summarily rejected.

13.2 EMD/PSD will be forfeited if the bidders withdrew after submission of the bids or opening of the tenders EMD/PSD will be refunded to the unsuccessful bidders.

13.3 No interest will be payable on the amount of EMD/PSD.

13.4 The EMD/PSD should remain valid for a period of **one year** after completion of all contractual obligations by the agency/firm including warranty obligation, if any.

13.5 EMD/PSD will be released after all contractual obligations by the agency/firm are over. This can be withheld or forfeited in full or in part in case the supply order is not executed satisfactorily or within the stipulated period.

13.6 Exemption under Rule 170 of GFR 2017 is permissible.

14. DOCUMENT/CERTIFICATE REQUIRED

14.0 For bidding, the firms are required to submit the following self-attested and duly rubber stamped (on each page) photocopies of the following documents relating to their agency/ firm, failing which their bid will be summarily/out-rightly rejected and will not be considered any further:

- (a) Registration Certificate as per existing norms from Government Department;
- (b) Copy of CSTNAT/TIN Registration Certificates;
- (c) Copy of PAN/GIR Card;
- (d) Copies of Income Tax Returns filed for last 3 financial years (i.e 2019-2020, 2020-2021, 2021-22);
- (e) Balance Sheet of the last three financial years (i.e 2019-2020, 2020-2021, 2021-22); showing minimum turnover of Rs. 15 Crores per annum;
- (f) Proof of minimum 3 years' experience of services providing for similar kind of projects with Govt. Deptts. or PSUs; A list of Clients etc. to be submitted;



-
- (g) Declaration regarding blacklisting or otherwise (*Annexure-1*); and
 - (h) DD of **EMD/PSD**
 - (i) Duly filled Proforma of Annexure-II, IV, V & VIII.
 - (j) MSME Certificate, if any.

14.1 Mode of Submission and last date for submission

Tender Documents is to be submitted through GeM portal. **Technical Bid will be opened as per date mentioned in BID Documents.**

14.2 Rejection of incomplete and conditional tenders

The incomplete and conditional tenders will be rejected. **Quoting unrealistic rates or not as per mentioned service charge in Annexure VIII will be treated as disqualification.**

14.3 Non-acceptance of the tenders received after the last date

Tenders received after the closing date and time prescribed in the BID Documents shall not be accepted under any circumstances.

14.3 Non-transferability

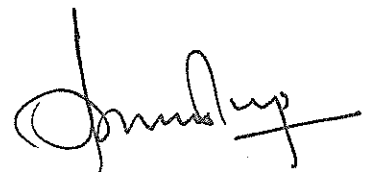
This tender is non-transferable.

14.4 Extension of last date at the Discretion of MPLADS Division, MoSPI

MPLADS Division, MoSPI, may at their discretion extend the last date for submission of the Tender and such extension shall be binding on all the Tenderers. In case of government holidays/Saturdays/Sundays, the tenders will be opened on next working day.

14.5 Termination of Contract

MPLADS Division, MoSPI reserves the right to terminate the contract at any time without assigning any reason.



TERMS & CONDITIONS

Generic

1. The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25% of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

Rates/ Prices

2. The rates should be quoted in Indian Rupees (in both words and figures) only.

3. **Performance Security Deposit**

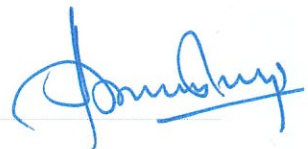
An amount of Rs.25,00,000/- (Rupees Twenty five Lakh Only) should be deposited as Performance Security Deposit (PSD) in the form of Demand Draft (DD) drawn in favour of "**Pay & Account Office, Ministry of Statistics and Programme Implementation**" after getting contract.

Penalty

4. In case the Agency fails to adhere to prescribe time schedule and other deficiency is found in respect of developing Web Portals, Dashboards, GIS Application, Mobile application and all other technical requirements as and when informed by NIC in consultation with this division, etc. the EMD/PSD is liable to be forfeited and penalty can be imposed as deemed fit by the Ministry.
5. In the event of failure on the part of Bidder/Manpower agency/Firm, the Ministry may get the work completed from another manpower agency/firm and the previously engaged manpower agency/firm will have to reimburse the extra expenditure incurred by the Ministry.

6.Settlement of disputes

All disputes, differences and questions arising out of or in any way relating to or concerning with this agreement or subject matter thereof or the representative rights, duties or liabilities of the parties shall be referred to the sole arbitration of the arbitrator appointed by the **Secretary, MoS&PI** or any person nominated by him. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings.



7. FORCE MAJEURE

Notwithstanding anything else contained in the tender documents, neither Party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.

For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, fires, floods, epidemic, pandemic quarantine restrictions but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

If the Force Majeure situation continues beyond 30 days, MOSPI shall have the right to terminate the contract by giving a notice to the vendor.

Purchasers Rights

8. The MoSPI, MPLADS Division reserves the right to accept or reject any or all the Tenders in whole or in part without assigning any reason whatsoever and is not bound to accept the lowest tender.
9. The Ministry of Statistics & PI reserves the right to reject the services rendered in case if it is not as per requirement of this Ministry and not in time.

Execution of Jobs

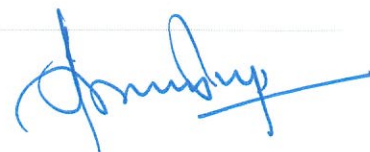
10. Services required/Scope of work should be as per the specifications (*Annexure III*).
11. Continuity of resources deployed by Service Provider: Successful Service provider will ensure continuity of any allocated / deployed resources with the prior consent of the buyer department. Deployed resources cannot be replaced by Service Provider without prior approval of buyer.
12. Deployment of Existing working / deployed resources: number of Existing working / deployed resources of the procurement department having job satisfactory certificate, will be continued by the successful Service Provider under the new contract also – subject to their consent to the Terms and conditions of new contract concluded on the basis of this bid.

Physical availability of Manpower

13. This is the responsibility of vendor that hired manpower should be physically available in K.L. Bhawan on regular basis.

14. Leave Policy

- a. The hired manpower resource should be stationed in appointed office for the entire project period. The hired manpower resource has to follow the working hours, working days and Holidays of MPLADS Division, MoSPI.
- b. The hired manpower resource shall get prior approval of client before leaving OFFICE STATION.



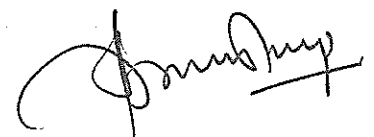
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- c. Leave entitlement and computation will be effective from date of joining.
 - d. In case of important time bound assignment nodal agency may call resource to work on holiday. In this case no extra payment will be paid to resource or selected agency.
 - e. An hired manpower resource can avail maximum 12 leaves per year on pro-rata basis (per month one leave will be credited) it is preferable that any resource shall take maximum of two leaves in a single month, however for any exceptional circumstances/situations prior approval of the reporting officer shall be taken for longer leaves.
 - f. Leave cannot be claimed as right of the hired manpower resource. Except in case of emergencies, all leave will be granted subject to organization's requirements. A situation will be considered an emergency on a case by case basis and will be decided by the Division.
 - g. Leave record of hired manpower should be maintained by vendor.
 - h. Only standard leave i.e 12 may be availed by hired manpower resource. In case of extra leave, appropriate replacement of manpower should be provided by vendor for that period so that official work may not be hampered.

15. Selection of candidate

After finalization of agency, MPLADS Division shall conduct an interview of the candidate provided by selected agency and notify selected candidate within ten days after its interview.

16. Replacement

- a. In case the resource has resigned then the agency has to inform within 2 days of such resignation.
- b. Agency shall promptly initiate a search for a replacement and use commercially reasonable efforts (including the expenditure of reasonable sums, such as to engage the services of a recruiting firm) to ensure that there is at least 2 weeks of overlap period in such replacements. However, the role of any member is not vacant for any longer than 15 days without penalty, subject to reasonable extensions requested by Selected Agency.
- c. Before assigning any replacement member of the Personnel to the provision of the Services, selected Agency shall provide MPLADS Division with:
 - (i) A resume, curriculum vitae and any other information about the candidate that is reasonably requested by Nodal Agency; and
 - (ii) An opportunity to interview the candidate.
- d. The bidder has to provide replacement resource that is having same or better credential resource on the same parameters defined in this RFP document. Once



this is confirmed, that the MPLADS Division shall conduct an interview of the candidate and notify selected candidate within ten days after its interview (or if MPLADS Division does not request an interview within ten working days after selected Agency has provided the information and then it would be deemed as accepted).

17. Mode of Payment

Payment against Bill/ Invoice shall be released only after supply of the items to the satisfaction of the MDLADS Division. No interest will be payable on the delayed payments. Payment will be made directly into the bank account of the manpower agency/firm through **e-payment** only on monthly basis. No request for other mode of payment will be entertained. **No advance payment will be made in any case.**

18. Agreement

The Tenderer who is awarded the contract will be required to sign **Proforma Rate Contract Agreement** with the MPLADS Division, MoS&PI as per the specimen (*Annexure II*).

19. Others

The Tenderer will be bound by the details furnished by him/ her to MPLADS Division, MoS&PI, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her is found to be fictitious at any stage, it would be deemed to be a breach of terms of contract making him/her liable for **legal action besides termination of the contract.**

20. AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.



DECLARATION

To

The Under Secretary,
MPLADS Division, MoSPI
Room No.614, 6th Floor, Khurshid Lal Bhavan,
New Delhi -110001

Dear Sir,

I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.

I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish Earnest Money (EMD)/Performance Security Deposit (PSD), as applicable, in the format to be provided by your office as per conditions for obtaining the Purchase Orders.

I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have banned/suspended business dealing or has been blacklisted ever. I/We further undertake to report to the DDG(PI), MoS&PI, Khurshid Lal Bhavan, New Delhi immediately after we are informed, but in any case, not later than 15 days, if any firm in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a firm which is banned/suspended in future during the currency of the Contract with you.

Yours faithfully,

(Signature of the Tenderer)

Name:

Designation with Seal of the Agency/Firm

Date:



**PROFORMA
CONTRACT AGREEMENT-
MPLADS PORTAL DEVELOPMENT**

To be executed at the time of entering into agreement before placing order. Each page of this form shall be signed by the tenderer for acknowledging that he/she has seen the terms and conditions of the agreement.

AGREEMENT

The agreement is made on this day of, 2023 between M/s.....herein referred to as the agency under the name and style of M/s..... of the one part.

MoS&PI, acting through the **Under Secretary/DD (MPLADS Division)** herein after referred to as the other part whereas the said contractor has agreed with the **MoS&PI** for hiring software developers(SDs)/Software Professionals(SPs) with the specifications.

Now this indenture witnessed that in consideration of the promise, it is mutually agreed and declared between parties hereto as follows:

01. The contractor agrees to undertake to provide manpower as per the requirement as agreed to in their tender and letter dated: at the service charge quoted by him/them. The service charges are inclusive of all the levies taxes and exclusive from making payment of remuneration as per **Annexure VIII**.
02. The services for the development and maintenance of MPLADS portal which are not in conformity with the requirements/specifications as mentioned in **Annexure V & VI** are liable to be rejected.
03. This contract shall be effective from the date of signing of the agreement.
04. The Agency shall execute the services placed by the concerned Officer with great promptness and satisfaction to the Ministry. In case the Agency fails to adhere to prescribed time schedule and other deficiency is found in respect of quality of work etc. the Earnest Money Deposit (EMD)/Performance Security Deposit (PSD) is liable to be forfeited and penalty can be imposed as deemed fit by the Ministry.
05. The security deposit paid by the Agency for due and faithful performance of the contract by the contractor of all and several covenants herein contained of his part to be observed with full power. **DDG (PI)** on behalf of the Ministry to appropriate the said sum to any damage, penalties and other sums which the contractor may



be required to pay in case the contractor fails to perform/ fulfill or to keep and observe all or any of the said conditions of the agreement on his part herein after contained.


06. The EMD/PSD shall be released without any interest after successful completion of the work at the end of the contract period including the extended period, if any.
07. That all disputes arising out of this contract will be referred to the arbitration of the arbitrator appointed by the Secretary, MoS&PI, New Delhi under the Arbitration and Conciliation Act, 1996. The award of the arbitrator shall be final and binding on the parties to this contract. Provisions of the Indian Arbitration Act, 1996 and any statutory modification/ enactments thereto and the rules made there under from time to time shall apply to such arbitration.
08. The EMD/PSD is to be forfeited to the MoSPI without any prejudice to any other rights and remedies of MoSPI in case the Agency fails to undertake the contract work, as per the work orders and as per the terms and conditions given in tender schedule during the currency of the contract including the extended period, if any.
09. MPLADS Division, MoSPI reserves the right to terminate the contract at any time without assigning any reason.
10. That the tender schedule and terms & conditions shall also form part of the agreement.
11. That the Agency acknowledges that he/she has fully acquainted himself/herself with all the terms and conditions and he/she shall not plead ignorance of the same. In witness whereof, the agency has set his/her hand and the Division has caused for and on his/her behalf to set his/her hand, the day and the year first above written.

**Signature of the authorized official
of the Manpower agency/Firm**

**Signature of the authorized official
of the MPLADS Division, MoS&PI**

Signature:
Name:
Address:

Signature:
Name:
Address:



ANNEXURE IV

The following proforma of the Check-list has to be filled by the Tenderer Mandatorily.

PROFORMA FOR THE CHECK-LIST

Name &Address of Firm/Company	Tel. No:
1 DD/Pay Order No.; amount & date of EMD/PMD DD/Pay Order No	Bank Dated.....
2 Registration
	No. & Date

3 Certificate from Govt. Deptt	Issuing Authority

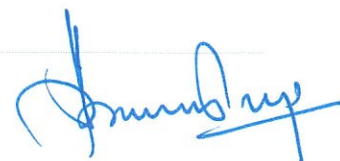
4 CSTNAT/TIN Registration	No. & Date

5 PAN/GIR Card No.	
6 Income Tax Returns (last 3 financial years)	2019-20 _____
	2020-21 _____
	2021-22 _____
7 Balance Sheets (last 3 financial years)	2019-20 _____
	2020-21 _____
	2021-22 _____
8 Proof of 3 years' experience in providing software developers/professionals with Govt. Department or PSU's having similar kind of jobs	Yes/No.
9 Declaration for not backlisted by the Govt. Department/PSU etc.	Yes/No.

I/We certify that the information furnished above is true and correct. The terms and conditions are acceptable to us.

Dated:

Name with Designation of
Authorized Signatory & Seal of the Firm



Estimated Cost for making Payment to manpower for the Development and maintenance of MPLADS Portal Development – 1 Year

S.No	Designation	Number of Resources A	Duration In Months B	Proposed Cost* per Month INR C	Total INR A*B*C	Remarks
1	Project Manager	1	12	1,90,000	2280000	
2	Sr. Solution Architect	1	6	1,00,000	600000	First 6 Months
3	Solution Architect	1	7	70,000	490000	From 6th to 12th Month.
4	Database Design Architect	1	12	1,00,000	1200000	
5	Sr. Software Developer	4	12	1,00,000	4800000	
6	Software Developer	2	12	70,000	1680000	
7	UI/UX Designer	1	12	80,000	960000	
8	GIS Developer	1	6	1,00,000	600000	From 7 th Month
9	Mobile Application Developer	1	6	1,00,000	600000	From 7 th Month
10	Software Tester	1	8	60,000	480000	From 4 th Month
11	Business Analyst/ Document writer.	1	12	70,000	840000	
12	Business Analyst/ Document writer.	1	6	70,000	420000	First 6 Months
Grand Total for 1 Year					14950000	
Rupees One Crore Forty Nine lakhs and Fifty thousand only.						

* The Proposed Monthly cost is as per NICS1 Tier1 empanelment rates.

Estimated Cost for hire of manpower resources for the Development and maintenance of MPLADS Portal Development – 1 Year is Rs. 1,49,50,000.00 (Rupees One Crore Forty Nine lakhs and Fifty thousand only)

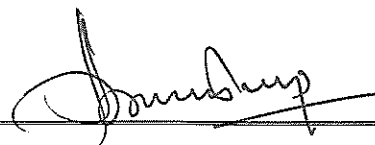


Estimated Cost for making payment to Human Resources MPLADS Portal Maintenance**(after Go-live) for 5 Years**

S.No	Designation	Number of Resources A	Duration In Months B	Proposed Cost** per Month INR C	Total INR AxBxC	Remarks
1	Project Manager	1	60	1,90,000	1,14,00,000	As per MoSPI Decision
4	Sr. Software Developer	4	60	1,00,000	2,40,00,000	
Grand Total for 5 Years					3,54,00,000	
Rupees Three Crore and Fifty four lakhs only.						
Maintenance cost For 1 year = 70,80,000 Rupees Seventy lakhs and Eighty Thousand only.						

** The Proposed Monthly cost is as per NICS1 Tier1 empanelment rates.

Estimated Cost for hire of manpower resources for the MPLADS Portal Maintenance – After Go Live for 5 Year is Rs. 3,54,00,000.00 (Rupees Three Crore and Fifty four lakhs only)



ANNEXURE VII

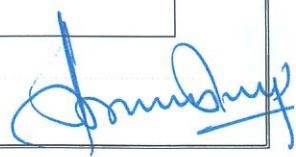
**Qualifications and Experience required for the Software
Developers(SDs)/Software Professionals(SPs)**

S. No	Designation	Qualifications/Experience		Roles & Responsibilities	Knowledge / Software Packages skill Required
		Qualification	Experience		



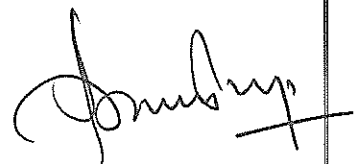
Tender Document No.: MPLADS

1	Project Manager	B.E / B.Tech / MCA in Computer Science (CS) / Information Technology (IT) or equivalent	10 Yrs+ Experience in software development, Project management and monitoring teams.	<ul style="list-style-type: none"> <input type="checkbox"/> Understanding the business objectives, Project Vision. <input type="checkbox"/> Close coordination with User, Stake holders, Project team. <input type="checkbox"/> Managing the Software development among team. <input type="checkbox"/> Keeping timelines. <input type="checkbox"/> Planning software development. <input type="checkbox"/> Assigning modules to project team. <input type="checkbox"/> Monitoring the project team and software development. <input type="checkbox"/> Also involve in the software / Web portal development. <input type="checkbox"/> Coordinating software testing team for overall project modules. <input type="checkbox"/> Monitoring the project modules delivery. <input type="checkbox"/> Helping the project team in software development. <input type="checkbox"/> Monitor the project documentation. <input type="checkbox"/> Application Support as per the project requirements & technology. <input type="checkbox"/> Application installation and configuration. <input type="checkbox"/> Software readiness test at the client sites. <input type="checkbox"/> Support for installation and management of application. 	<ul style="list-style-type: none"> <input type="checkbox"/> ASP.NET <input type="checkbox"/> MVC. <input type="checkbox"/> GIS. <input type="checkbox"/> MS SQL Server DB. <input type="checkbox"/> DevOps practices. <input type="checkbox"/> Project management software. <input type="checkbox"/> Data analytics skills.
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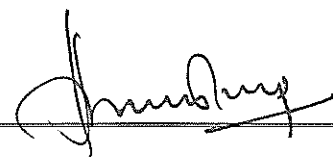
Tender Document No.: MPLADS

				<ul style="list-style-type: none"><input type="checkbox"/> Monitoring team in Providing first line of maintenance.<input type="checkbox"/> Software Requirement Analysis based on project needs.<input type="checkbox"/> Technical Support in management of OS, application software patches, antivirus etc.<input type="checkbox"/> Security audit results implementation.<input type="checkbox"/> Web API development.<input type="checkbox"/> User Training.	
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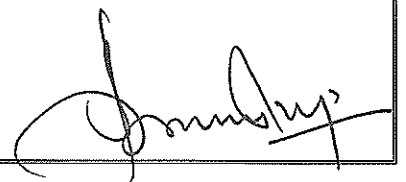
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2	Sr.Solution Architect	B.E / B.Tech / MCA in computer Science / Information Technology (IT) or equivalent with MBA.	5 Yrs+ Experience in design & architecture of large software projects.	<input type="checkbox"/> Understanding the business objectives, Project Vision. <input type="checkbox"/> Analysing the technology environment. <input type="checkbox"/> Analysing enterprise specifics. <input type="checkbox"/> Analysing and documenting requirements. <input type="checkbox"/> Setting the collaboration framework. <input type="checkbox"/> Creating a solution prototype. <input type="checkbox"/> Participating in technology selection. <input type="checkbox"/> Controlling solution development. <input type="checkbox"/> Supporting project management. <input type="checkbox"/> Developing, managing and testing back-up and recovery plans. <input type="checkbox"/> Installing and testing new versions of the DBMS. <input type="checkbox"/> Further refining the physical design to meet system storage requirements. <input type="checkbox"/> Refining the logical design so that it can be translated into a specific data model. <input type="checkbox"/> Organization of data and front-end accessibility for endusers. <input type="checkbox"/> Database Backup schedule.	<input type="checkbox"/> Engineering and software architecture design. <input type="checkbox"/> DevOps practices. <input type="checkbox"/> System and data security. <input type="checkbox"/> Business analysis techniques and processes. <input type="checkbox"/> Data analytics skills. <input type="checkbox"/> Large Data analytics skills. <input type="checkbox"/> Data migration skills.
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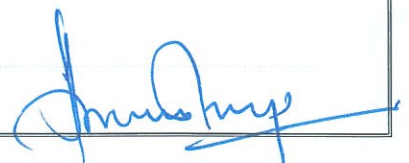
3	Solution Architect	B.E / B.Tech / MCA in computer Science / Information Technology (IT) or equivalent.	3 Yrs+ Experience in design & architecture of large software projects.	<input type="checkbox"/> Understanding the business objectives, Project Vision. <input type="checkbox"/> Analysing the technology environment. <input type="checkbox"/> Analysing enterprise specifics. <input type="checkbox"/> Analysing and documenting requirements. <input type="checkbox"/> Setting the collaboration framework. <input type="checkbox"/> Creating a solution prototype. <input type="checkbox"/> Participating in technology selection. <input type="checkbox"/> Controlling solution development. <input type="checkbox"/> Supporting project management.	<input type="checkbox"/> Engineering and software architecture design. <input type="checkbox"/> DevOps practices. <input type="checkbox"/> System and data security. <input type="checkbox"/> Business analysis techniques and processes. <input type="checkbox"/> Data analytics skills.
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Tender Document No.: MPLADS

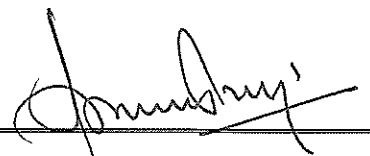
4	Database Design Architect	B.E / B.Tech / MCA in Computer Science (CS) / Information Technology (IT) or equivalent.	5 Yrs+ Experience in large Microsoft SQL Server DataBase Design, architect, administration.	<ul style="list-style-type: none"> <input type="checkbox"/> Analyse the existing Data structure, Database and design a normalised database suitable for the proposed solution. <input type="checkbox"/> Establishing the needs of users and monitoring user access and security of database. <input type="checkbox"/> Monitoring performance and managing parameters to provide fast responses to front-end users. <input type="checkbox"/> Capacity planning. 	<ul style="list-style-type: none"> <input type="checkbox"/> Microsoft SQL Server Latest version. <input type="checkbox"/> Design T-SQL query, Procedure, Function. <input type="checkbox"/> Normalisation of database. <input type="checkbox"/> Identification of Primary, Secondary keys and relationships of tables in DB. <input type="checkbox"/> ER diagrams. <input type="checkbox"/> Database creation. <input type="checkbox"/> Query Optimisation.
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				<ul style="list-style-type: none"> <input type="checkbox"/> Developing, managing and testing back-up and recovery plans. <input type="checkbox"/> Installing and testing new versions of the DBMS. <input type="checkbox"/> Further refining the physical design to meet system storage requirements. <input type="checkbox"/> Refining the logical design so that it can be translated into a specific data model. <input type="checkbox"/> Organization of data and front-end accessibility for endusers. <input type="checkbox"/> Database Backup schedule. 	<ul style="list-style-type: none"> <input type="checkbox"/> Large Data analytics skills. <input type="checkbox"/> Data migration skills.
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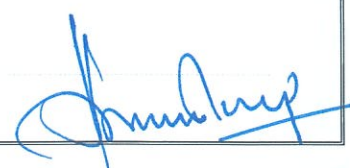
Tender Document No.: MPLADS

5	Sr. Software Developer.	B.E / B.Tech /MCA in Computer Science (CS) / Information Technology (IT) or equivalent.	5 Yrs+ Experience in Software development and working experience in teams.	<input type="checkbox"/> Application software / Web portal development. <input type="checkbox"/> Coordination with software testing team for concerned modules. <input type="checkbox"/> Application Support as per the project requirements & technology. <input type="checkbox"/> Application installation and configuration. <input type="checkbox"/> Software readiness test at the client sites. <input type="checkbox"/> Support for installation and management of application. <input type="checkbox"/> Providing first line of maintenance. <input type="checkbox"/> Software Requirement Analysis based on project needs. <input type="checkbox"/> Technical Support in management of OS, application software patches, antivirus etc. <input type="checkbox"/> Security audit results implementation. <input type="checkbox"/> Web API development. <input type="checkbox"/> User Training.	<input type="checkbox"/> ASP.NET <input type="checkbox"/> MVC. <input type="checkbox"/> GIS. <input type="checkbox"/> MS SQL Server DB. <input type="checkbox"/> DevOps practices. <input type="checkbox"/> Project management software. <input type="checkbox"/> Data analytics skills.
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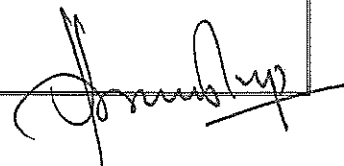
Tender Document No.: MPLADS

6	Software developer	B.E / B.Tech /MCA in Computer Science (CS) / Information Technology (IT) or equivalent.	3 Yrs+ Experience in software development and working experience in teams.	<input type="checkbox"/> Application software / Web portal development. <input type="checkbox"/> Coordination with software testing team for concerned modules. <input type="checkbox"/> Application Support as per the project requirements & technology. <input type="checkbox"/> Application installation and configuration. <input type="checkbox"/> Software readiness test at the client sites. <input type="checkbox"/> Support for installation and management of application. <input type="checkbox"/> Providing first line of maintenance. <input type="checkbox"/> Software Requirement Analysis based on project needs. <input type="checkbox"/> Technical Support in management of OS, application software patches, antivirus etc. <input type="checkbox"/> Security audit results implementation. <input type="checkbox"/> Web API development. <input type="checkbox"/> User Training.	<input type="checkbox"/> ASP.NET <input type="checkbox"/> MVC. <input type="checkbox"/> GIS. <input type="checkbox"/> MS SQL Server DB. <input type="checkbox"/> DevOps practices. <input type="checkbox"/> Project management software. <input type="checkbox"/> Data analytics skills.
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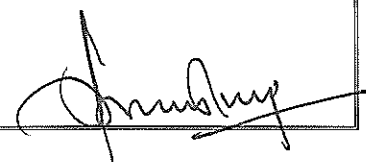
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7	UI/UX Designer	Bachelor's degree in graphic design or related field.	4 Yrs+ Experience in Web designing.	<input type="checkbox"/> Design web portal wire frames. <input type="checkbox"/> Design projects Dashboards. <input type="checkbox"/> Design page layouts and templates. <input type="checkbox"/> Produce design assets for use in social media. <input type="checkbox"/> Utilize data and analytics in making design decisions. <input type="checkbox"/> Work with front-end web developers to deploy designs. <input type="checkbox"/> Select and prepare imagery. <input type="checkbox"/> Create and maintain a database of design assets. <input type="checkbox"/> Responsive GUI design.	<input type="checkbox"/> Portfolio of strong creative work. <input type="checkbox"/> Experience in Adobe Suite <input type="checkbox"/> Experience in HTML, Javascript, and CSS. <input type="checkbox"/> Social media and email marketing experience is a plus.
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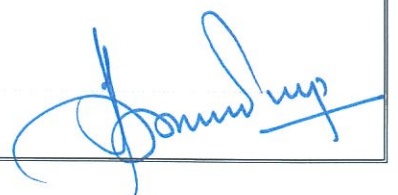
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8	GIS Developer	B.E / B.Tech /MCA in Computer Science (CS) / Information Technology (IT) or equivalent.	5 Yrs+ Experience as GIS Developer	<input type="checkbox"/> Proficiency with database programming languages such as SQL, R or Python <input type="checkbox"/> Proficiency with frontend design languages such as HTML, CSS, JavaScript and various mapping languages <input type="checkbox"/> Outstanding quantitative skill set <input type="checkbox"/> Attention to detail and good problem-solving skills <input type="checkbox"/> Analytical mindset <input type="checkbox"/> Excellent written and verbal communication <input type="checkbox"/> Good interpersonal skills	<input type="checkbox"/> Experience with mapping tools such as QGIS and Carto <input type="checkbox"/> Experience with GPS measuring Tools
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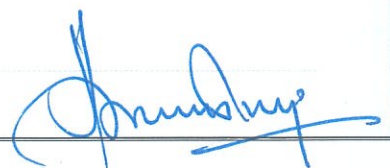
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9	Mobile Application Developer	B.E / B.Tech / MCA in Computer Science (CS) / Information Technology (IT) or equivalent.	5 Yrs+ Experience in Mobile application development.	<input type="checkbox"/> Mobile application development. <input type="checkbox"/> Web API development. <input type="checkbox"/> Emulation in Android and iOS environment and testing. <input type="checkbox"/> Security audit results implementation.	<input type="checkbox"/> Android Studio IDE. <input type="checkbox"/> Flutter Framework. <input type="checkbox"/> Dart Language. <input type="checkbox"/> Apple account and Xcode for iOS App knowledge.
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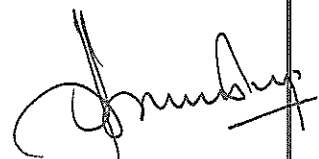
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10	Software Tester	B.E / B.Tech /MCA in Computer Science (CS) / Information Technology (IT) or equivalent.	2 Yrs+ Experience in software testing.	<ul style="list-style-type: none"> <input type="checkbox"/> Execute manual test scenarios for software applications and report defects. <input type="checkbox"/> Review design and user documentation, project specifications, and requirements. <input type="checkbox"/> Write functional test cases and test steps based on product requirements. <input type="checkbox"/> Execute functional test cases to verify quality for product requirements. <input type="checkbox"/> Execute unit test, sanity, smoke, functional, performance and regression testing. <input type="checkbox"/> Prepare data for the above tests. <input type="checkbox"/> Perform error analysis and bug reporting. <input type="checkbox"/> Assist in requirement analysis, test design, and test documents. <input type="checkbox"/> Assist the user in user testing post software testing by the team. 	<ul style="list-style-type: none"> <input type="checkbox"/> Working experience with testing tools. <input type="checkbox"/> Strong diagnostic skills. <input type="checkbox"/> Organized, Task and Detail Oriented <input type="checkbox"/> Good communication skills. <input type="checkbox"/> Project management software.
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Tender Document No.: MPLADS

11	Business Analyst / Document writer.	B.E / B.Tech /MCA in Computer Science (CS) / Information Technology (IT) or equivalent.	2 Yrs+ Experience in Business analysis and document writing for Software projects.	<input type="checkbox"/> Understanding the business objectives and document it. <input type="checkbox"/> Close coordination with User, Stake holders, Project team. <input type="checkbox"/> SRS(system requirement specification) document in consultation with stake holder departments. <input type="checkbox"/> SDD(System Design document) in coordination with Solution architect. <input type="checkbox"/> Database Design document in coordination with Database administrator. <input type="checkbox"/> CR (Change request documents). <input type="checkbox"/> Assisting the Software testing team with the SRS, SDD, CR for conduction of smooth testing. <input type="checkbox"/> System Administration Manual. <input type="checkbox"/> Training Manuals. <input type="checkbox"/> User Manuals.	<input type="checkbox"/> Good Communication skills. <input type="checkbox"/> Interpersonal Skills. <input type="checkbox"/> Command over English writing. <input type="checkbox"/> Good documentation skills. <input type="checkbox"/> Presentation skills. <input type="checkbox"/> Database knowledge. <input type="checkbox"/> Basic SQL knowledge. <input type="checkbox"/> Analytical and Critical Thinking <input type="checkbox"/> Microsoft Office.
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Name and Title of Signatory:

Name of Firm:

Address:

Financial Proposal

(To be submitted on letter head of bidder)

S. No.	Bid Variable	Unit	Rate	In words
1	The bidder has to quote service charge as percentage of the total emoluments to be paid for the manpower to be deployed for the Nodal Agency, considering all the deliverables, responsibilities like, HR activities, Insurances, Mediclaim's, statutory compliances etc. No additional payment shall be made to the bidder except the service charge and the GST (if applicable).	%		

Date:

(Authorized Signatory)

Place:

Signature

Notes for Financial Bid:

The above-mentioned price would be inclusive of all taxes (whichever is applicable). The GST will be paid only if applicable in addition to the quoted Price. No payment will be done above the quoted price.

Details regarding manpower deployment and their qualification is as mentioned in Annexure-III, V & VI and VII of this RFP.

Minimum Service Charges shall be 3.85% but not exceed 7% (i.e. 3% profit plus transaction charges of 0.85%).

All payments shall be made in INR.



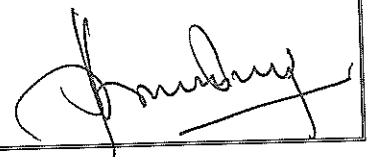
Tender Document
for

**Hiring of Software Developers/Professionals for re-development/revamping and
Maintenance of MPLADS portal**

Government of India
Ministry of Statistics and Programme Implementation
MPLADS DIVISION
Web site: <https://www.mospi.gov.in>

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Government of India
Ministry of Statistics and Programme Implementation
MPLADS DIVISION
Web site: <https://www.mospi.gov.in>

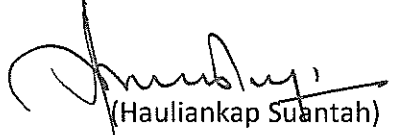
Dated: 11/04/2023

NOTICE INVITING TENDER (NIT)

For and on behalf of the President of India, MPLADS Division, Ministry of Statistics & Programme Implementation invites Advertised e-Tender for Hiring of IT professionals for maintenance of MPLADS Portal after GoLive from reputed IT System Service Providers for the period of five years which can be extended yearly by this division for a maximum period of four years at its own discretion, if required. Mode of Tendering is e-Tender (online) on the GEM Portal.

2. The tender document is available on GEM Portal and www.mospi.gov.in from 11/04/2023. In case of discrepancies found between the English text version and Hindi translation, the English version shall prevail.
3. Tender has to be submitted online on URL GEM Portal only latest by (Last Date). Manual bids shall not be accepted. Tenderers are advised to follow the instructions provided in the tender documents for the e-submission of the bids online. The important information of the Bid is as under:

EMD (Bid Security)	Rs. 15,00,000/- (Rupees Fifteen Lakhs Only)
Date & Time Of Publishing Of Tender	As per Tender Documents
Last Date & Time For Submission Of Bid	As per Tender Documents
Date & Time For Opening Of Technical Bid	As per Tender Documents
Date & Time For Opening Of Financial Bid in respect of Technically qualified Bidders only	As per Tender Documents
Validity Of Bid	180 Days from The Last Date Of Closing


(Hauliankap Suantah)
Under Secretary (MPLADS)
Tel.:23455614

TERMS OF REFERENCES (TOR)

1.1. Brief description of Bidding Process

The MPLADS Division has adopted a two-stage online bidding consisting of submission of a Technical Bid and a Financial Bid (both terms are defined hereinafter as the "Bidding Process"), to test check the responsiveness, fulfillment of Eligibility Criteria. The Bidding Documents in its entirety will be available for download from the GeM portal and from the web-site of the Ministry from the date mentioned in the schedule. To participate in the Bidding Process, the Bidder should complete all stages of download from the GeM Portal and final bid submission through the GeM Portal. Bids which are submitted on the GeM Portal alone will be accepted by the Authority. The Bidders are advised to submit the bid one day prior to the Bid Due Date so as to safeguard their participation and avoid any delay. The Bidders are advised to upload the Bid sufficiently before the specified time on the Bid Due Date to avoid any technical issues or malfunction in the network caused by heavy internet traffic on the Bid Due Date. The Authority shall not be responsible for any failure, malfunction or breakdown of the GeM Portal during the Bidding Process. The Bidders are required to register on GeM Portal. Bidders are also required to obtain digital signature to upload the Technical and Financial bid. Bidders are requested to visit GeM Portal for the details related to online registration and submission of Bids. In addition to the terms and condition of the bid documents, GeM's terms and condition shall also be binding for the bidders willing to participate in the bidding process.

2. INSTRUCTIONS TO THE BIDDERS (ITB)

This section of the bidding documents provides the information necessary for bidders to prepare online responsive bids, in accordance with the requirements of the BUYER. It also provides information on online bid submission, opening, evaluation and contract award. The bidders are required to submit soft copies of their bids electronically on the GEM Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the GEM Portal, prepare their bids in accordance with the requirements and submitting their bids online on the GEM Portal.

2.1 REGISTRATION

- (i) Bidders are required to enroll on the GEM Portal which is free of charge.
- (ii) During enrolment / registration, the bidders should provide the correct/true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors/bidders through email-id provided.
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.



2.2 PREPARATION OF BIDS

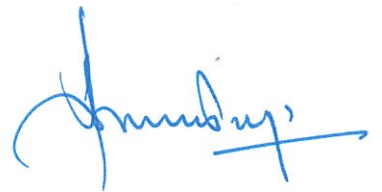
- (i) For preparation of bid, Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum, if any published, before submitting their bids. After selecting the tender document same shall be moved to the 'My favourite' folder of bidders account from where bidder can view all the details of the tender document.
- (ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidder shall 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.
- (iii) Any clarifications, if required, then same may be submitted online through the tender site after rejection. 3 days will be given for the submission of clarification against objection/rejection of the TEC of the Ministry.
- (iv) Bidder should get ready in advance the bid documents to be submitted as indicated in the tender document/schedule in PDF/xls/rar/zip formats. If there is more than one document, they can be clubbed together using zip format.
- (v) Bidder can update well in advance, the documents such as experience certificates, financial reports, PAN, TIN, service tax, VAT, registration certificate and other relevant details etc., under "My Space" option, which can be submitted as per tender requirements.
This will facilitate the bid submission process faster by reducing upload time of bids.

2.3 BID SUBMISSION

Only Online Bids need to be submitted on GEM Portal. The tenders shall be of 2 bid system (Technical Bid & Financial Bid). Manual bids will not be accepted. While submitting the bids online, the bidder shall read the terms & conditions (of GEM portal) and accepts the same in order to proceed further to submit their bid. The bidders are cautioned that uploading of financial bid elsewhere i.e. other than the prescribed format will result in rejection of the tender.

2.3.1 Submission of EMD:

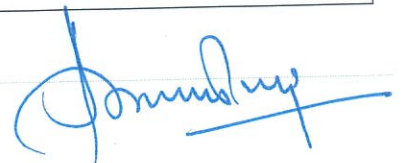
Demand Draft/Bankers cheque for EMD for Rs 15.00 Lakh, should be submitted in favour of "**Pay & Account Office, Ministry of Statistics and Programme Implementation**" at **Tender Box, Ministry of Statistics and PI Khurshid Lal Bhavan, New Delhi -110001** or online on GEM portal before the closing of bid. If claim for relaxation of MSME, Start-ups etc as per rule, valid certificate has to be attached.



2.5 Submission of Technical Bids

The bidder should upload the scanned copy of the following document as part of the Technical Bid.

#	Criteria	Supporting Document required
1.	Legal Entity: Bidder should have a legal status, as a single legal entity, must be incorporated and registered in India under the Indian Companies Act 1956 and The Companies Act, 2013 or a Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932 and should have been in operation in India.	Valid documents in support/Certificate of Incorporation and Articles of Association of the Participant in case of Company /Limited Liability Partnership.
2.	Bidder should have Certificates of GST, and PAN	Copies of PAN Card, GST Registration and TIN
3.	Bidder should have Average Annual Turnover during the last three financial years generated from IT Services \geq 15.00 Crore	Turnover certificate from a qualified Chartered Accountant for previous three FYs. Copies of Income Tax Returns filed for last 3 financial years (i.e 2019-2020, 2020-2021, 2021-22) Balance Sheet of the last three financial years (i.e 2019-2020, 2020-2021, 2021-22); showing minimum turnover of Rs. 15 Crores per annum;
4.	The Bidder should be in existence for over 5 years. Must have experience of 3 years in Government Organization in IT FMS, AMC or IT/ITes works.	The bidder must furnish Work Order/ Work completion certificates of minimum Five years' experience (of which at least three year in with Government Organizations/PSUs). Proof of minimum 5 years' experience of services providing for similar kind of projects with Govt. Deptts. or PSUs; A list of Clients etc. to be submitted
5.	Bidder shall have presence in Delhi/NCR. The bidder shall have more than 30 technical staff on their pay roll in the Service Support based in Delhi & NCR	Proof of having presence in the National Capital Region (NCR) and Proof of 30 staff on payroll (Certificate from HR must be submitted).



6.	The Bidder should not be, blacklisted by any Organisation/Department/Ministry of Govt. of India/State Govt./Organisation/PSU in the last three years.	An affidavit on Rs. 100 stamp paper stating: Bidder/firm has not been blacklisted by any Organisation/Department/Ministry of Govt. of India/State Govt./Organisation/PSU in the last three years. Declaration regarding blacklisting or otherwise (<i>Annexure-I</i>)
7.	The bidder must have to work experience in the Govt./PSU sector. 1. Three similar services with costing not less than the amount of Rs. 40 Lakhs. or 2. Two similar services with costing not less than the amount of Rs. 60 Lakhs. or 3. One similar service with costing not less than the amount of Rs. 1 Cr.	Copies of Work Orders or client/customer certificate stating similar services in last five years with contract value. A list of the clients mentioning contract value FY wise is to be submitted for evaluation. - Similar Work- Supply or Delivery of IT Technical Manpower.

2.6. Submission of Commercial Bid (Financial Bid)

Financial Bid (Scanned copy of Commercial Bid as per **Annexure-VIII**) should be submitted online only. The Financial Bid shall contain only the rates as per the format enclosed as **Annexure-VIII**. The bidders are advised to use the prescribed format, failing which the Financial Bid shall be summarily rejected.

3. BID OPENING & EVALUATION:

- a. The Technical bids will be opened online at the time & date as specified in the tender document. All the statements, documents, certificates, DD etc. uploaded by bidder will be verified & downloaded, for technical evaluation.
- b. The bidder can witness bid opening from their respective locations logging in through their login ID, password at the designated time of bid opening.
- c. The Technical Bid will be evaluated against the specified parameters/criteria given in the Tender Document and prevailing policy/ Guidelines of Government of India by duly constituted Tender Evaluation Committee (TEC). Thereafter, technically qualified bidders (substantially responsive and technically complied) will be identified by the TEC.



-
- d. Price bids of only the technically qualified bidders will be opened online for evaluation.

The bidder qualifying in the technical evaluation and quoting **the lowest service charge** [Minimum Service Charges shall be 3.85% but not exceed 7% (i.e. 3% profit plus transaction charges of 0.85%)] will be declared L1 for the purpose of awarding the work order after getting concurrence of IFD and approval of the Competent Authority of the MoSPI.

4. AWARD CRITERIA FOR AWARD OF CONTRACT

- a. MPLADS Division, MoSPI will issue "Letter of Offer" to the successful Bidder. The successful bidder shall be required to accept the Offer and furnish a Performance Security.
- b. Thereafter, an agreement will be made between MPLADS Division, MoSPI and successful bidder and requisite Purchase/work Order will be issued to the successful bidder.
- c. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of EMD/Performance Security. In this case, MPLADS, MoSPI may invite next bidder at L1 Price with the approval of the Competent Authority.



5. PRE-QUALIFICATION REQUIREMENT (PQR)

#	Criteria
1.	Legal Entity: Bidder should have a legal status, as a single legal entity, must be incorporated and registered in India under the Indian Companies Act 1956 and The Companies Act, 2013 or a Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932 and should have been in operation in India.
2.	Bidder should have Certificates of Valid GST, and PAN
3.	Bidder should have Average Annual Turnover during the last three financial years \geq 15.00 Crore
4.	The Bidder should be in existence for over 5 years in the IT Service and at least three years experience in Government Organizations/PSUs.
5.	Bidder shall have presence in Delhi/NCR mentioning registered office address may also be provided in the proposal, where if required by Ministry may be approach. The bidder shall have more than 30 staff on their pay roll in the Service Support based in Delhi & NCR.
6.	The Bidder should not be, blacklisted by any Department/Ministry of Govt. of India/firm/organization/PSU.
7.	The Bidder should be ISO 27001: 2013/27001:2018, ISO 9001:2015/20000- 3: 2019 and having certificate of CMMI Level 3 or Level 5.
8.	The bidder must have to work experience in the Govt./PSU sector. 1. Three similar services with costing not less than the amount of Rs. 40 Lakhs. or 2. Two similar services with costing not less than the amount of Rs. 60 Lakhs. or 3. One similar service with costing not less than the amount of Rs. 1 Cr.

6. EVALUATION OF BIDS

6.1 Quality cum Cost Based Selection (QCBS) - 30:70

The Financial bid shall be given weightage of 70%, the method of evaluation of financial eligibility shall follow the procedure as given below. The financial proposal of only those bidders who qualify technically shall be opened. Those bidders, who quote lowest service charge for making payment of salary as per table in above Para 3 shall be considered financially qualified. The financial proposal with the lowest service charge shall be given a financial score of 100 and the other financial proposal shall be given financial score that are inversely proportionate to their prices. The financial proposal shall be allocated weightage of 70%.

6.2 The technical bid shall be given weightage of 30%, the method of evaluation of technical qualification shall follow the procedure as given below. The financial proposal of only those bidders who qualify technically shall be opened. Only those bidders, who obtained at least 70% Technical

score shall be considered as technically qualified. The financial proposal with the lowest cost shall be given a financial score of 100 and the other financial proposal shall be given financial score that are inversely proportionate to their prices. For working out the combined score, MPLADS Division shall use the following formula:

$$\text{Total score} = 0.3 \times \text{TS} + 0.7 \times \text{FS},$$

$$[\text{FS} = \{(\text{LEC} / \text{EC}) \times 100\}]$$

TS = Technical score

FS = Financial score of the financial proposal

LEC = Lowest Evaluated Cost of the financial proposal

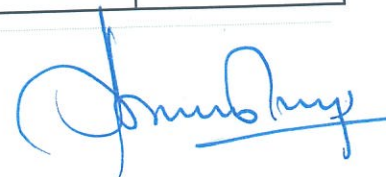
EC = Evaluated Cost of the particular financial proposal.

Example :- If the lowest bid price is Rs. 100, the lowest evaluated bidder will get a score of 100. If the second lowest bid is Rs. 150, the bidder will get a score of $(100/150) \times 100 = 66.66$. The scores will be calculated up to 2 decimal places.

The proposals will be ranked in terms of total scores of each applicant. The proposal with the highest total score (Technical + Financial) will be considered for award of contract and will be called for negotiations, if required. 6.3 **Technical scoring criteria**

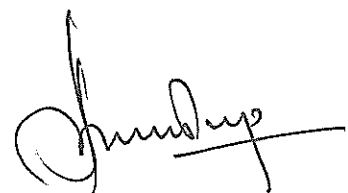
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S.N	Technical Parameters	Parameters	Max Marks
1.	Cumulative ANNUAL Turnover (Total) of last three FY i.e. FY:2021-22, FY:2020-21, FY:2019-20	<ul style="list-style-type: none"> Above 50.01Cr: 15 Marks Between 25.01 Cr to 50.00Cr : 10 Marks Between 15Cr to 25Cr : 05Marks (Highest turnover in any FY of previous 3 FY of the bidder will be considered for marking, in case of different parameters as mentioned above.)	20 Marks
2.	Similar Experience.	<ul style="list-style-type: none"> Supply or Delivery of IT Technical Manpower Work in Govt/ PSU Sector in previous 3 FYs. (For Each Work Order/PO): 2 Marks/ PO 	20 Marks
3.	Technical manpower: Bidder must have technical manpower resources on their payroll currently. (ESIC/EPF Proof or Last Month Salary	<ul style="list-style-type: none"> Nos of Technical Resources more than 50: 20Marks Nos of Technical resources >40- 50: 10 Marks Nos of Technical resources 30 to 40: 5 Marks 	20 Marks



	Credit Proof Duly Certify by HR of the vendor)		
4.	Certification- Bidder Should have CMMI Level 3 and above level of certification	Bidder will be awarded marks for certifications accordingly: i) ISO 27001: 2013/27001:2018- 2.5 Marks ii) ISO 9001:2015/20000- 3: 2019 and above:- 2.5 Marks CMMI Level 3 - 10 Marks CMMI Level 5 - 15 Marks	20 Marks
5.	Proposed Manpower and Qualification & Experience (Resume shall be attached	<ul style="list-style-type: none"> • 1 Project Manager - 10 • 1 Sr Solution Architect - 04 • 4 Sr. Software Developer - 06 	20 Marks
Total 100 (70 % Marks shall be Qualifying)			

6.4 The Technical Committee appointed under para 5.2.2 of Manual for procurement of Goods for this purpose shall give their observation and scoring in the Creativity of proposed, concept, strategy, experience and interview in the pre-bid meeting.



7. PROPOSAL EVALUATION

General

7.1 From the time the proposals are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should address through GEM portal. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

7.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained Evaluation of Technical Proposals.

7.3 The evaluation committee appointed by the Client as a whole, and each of its members individually evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria) and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score.

7.4 Technical Scores & Financial Scores should be not less than 60% of the total scores.

7.5 Until development works complete and portal hosted by the Ministry after audit, Maintenance work of MPLADS Portal could not be started.

8. Public Opening and Evaluation of Financial Proposals;

8.1 After the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will not be opened. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals through GeM portal only.

8.2 The Consultant achieving the highest combined technical/ financial score will be invited for negotiations.

9. NEGOTIATIONS

9.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and

final Terms of Reference will then be incorporated in the —Description of Services which form part of the contract. Special attention will be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

9.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

9.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the Consultant may be disqualified.

9.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Consultant will initial the agreed contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

10. AWARD OF CONTRACT

1. MPLADS Division, MoSPI will issue “Letter of Offer” to the successful Bidder. The successful bidder shall be required to accept the Offer and furnish a Performance Security of Rs. 25.00 Lakh.
2. Thereafter, a work order will be issued as per the tender documents to the successful bidder.
3. Failure of the successful bidder to comply with the requirements of clauses as per (Annexure II) shall constitute sufficient grounds for the annulment of the award and forfeiture of EMD/Performance Security. In this case, MPLADS, MoSPI may invite next bidder at L1 Price with the approval of the Competent Authority.

11. CONFIDENTIALITY

11.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning Consultant has been notified that it has been awarded the contract **Two Bid System**: The tenders are invited under two bid system i.e. Technical Bid and Financial Bid. (Annexures I, II, III, IV, V, VI & VII are related to Technical Bid and Annexure VIII for Financial Bid).. A copy of the DD for EMD, if any, shall be uploaded on the GEM portal.

12. OPENING OF TECHNICAL BIDS;



12.1 The Technical Bids will be opened as per mentioned in the BID documents at the first stage and evaluated by the Competent Authority. At the second stage, Financial Bid of only technically qualified Bidders will be opened thereafter for further evaluation and ranking before awarding the contract. Technically qualified prospective bidders will be informed separately to be present at the time of opening of the Financial Bid.

12.2 The prospective bidders may obtain the Form of Quotation/features/information and also for any clarifications required in this regard through GeM portal in specific BID. Form of Quotation/features/information can also be downloaded from official website of the Ministry i.e. <https://www.mospi.gov.in>

13. EARNEST MONEY DEPOSIT;

13.1 An amount of Rs.15,00,000/- (Rupees Fifteen Lakh Only) should be deposited as Earnest Money Deposit (EMD) in the form of Demand Draft (DD) drawn in favour of **“Pay & Account Office, Ministry of Statistics and Programme Implementation”** and should be uploaded in the specific column in the GEM. Tender received without EMD/PSD or EMD/PSD for lesser amounts will be summarily rejected.

13.2 EMD/PSD will be forfeited if the bidders withdrew after submission of the bids or opening of the tenders EMD/PSD will be refunded to the unsuccessful bidders.

13.3 No interest will be payable on the amount of EMD/PSD.

13.4 The EMD/PSD should remain valid for a period of **one year** after completion of all contractual obligations by the agency/firm including warranty obligation, if any.

13.5 EMD/PSD will be released after all contractual obligations by the agency/firm are over. This can be withheld or forfeited in full or in part in case the supply order is not executed satisfactorily or within the stipulated period.

13.6 Exemption under Rule 170 of GFR 2017 is permissible.

14. DOCUMENT/CERTIFICATE REQUIRED

14.0 For bidding, the firms are required to submit the following self-attested and duly rubber stamped (on each page) photocopies of the following documents relating to their agency/ firm, failing which their bid will be summarily/out-rightly rejected and will not be considered any further:

- (a) Registration Certificate as per existing norms from Government Department;
- (b) Copy of CSTNAT/TIN Registration Certificates;
- (c) Copy of PAN/GIR Card;
- (d) Copies of Income Tax Returns filed for last 3 financial years (i.e 2019-2020, 2020-2021, 2021-22);
- (e) Balance Sheet of the last three financial years (i.e 2019-2020, 2020-2021, 2021-22); showing minimum turnover of Rs. 15 Crores per annum;
- (f) Proof of minimum 3 years' experience of services providing for similar kind of projects with Govt. Deptts. or PSUs; A list of Clients etc. to be submitted;

-
- (g) Declaration regarding blacklisting or otherwise (*Annexure-1*); and
 - (h) DD of **EMD/PSD**
 - (i) Duly filled Proforma of Annexure-II, IV, V & VIII.
 - (j) MSME Certificate, if any.

14.1 Mode of Submission and last date for submission

Tender Documents is to be submitted through GeM portal. **Technical Bid will be opened as per date mentioned in BID Documents.**

14.2 Rejection of incomplete and conditional tenders

The incomplete and conditional tenders will be rejected. **Quoting unrealistic rates or not as per mentioned service charge in Annexure VIII will be treated as disqualification.**

14.3 Non-acceptance of the tenders received after the last date

Tenders received after the closing date and time prescribed in the BID Documents shall not be accepted under any circumstances.

14.3 Non-transferability

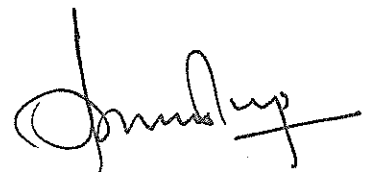
This tender is non-transferable.

14.4 Extension of last date at the Discretion of MPLADS Division, MoSPI

MPLADS Division, MoSPI, may at their discretion extend the last date for submission of the Tender and such extension shall be binding on all the Tenderers. In case of government holidays/Saturdays/Sundays, the tenders will be opened on next working day.

14.5 Termination of Contract

MPLADS Division, MoSPI reserves the right to terminate the contract at any time without assigning any reason.



TERMS & CONDITIONS

Generic

1. The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25% of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

Rates/ Prices

2. The rates should be quoted in Indian Rupees (in both words and figures) only.

3. **Performance Security Deposit**

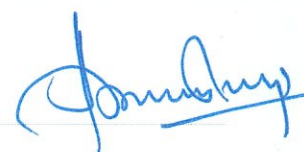
An amount of Rs.25,00,000/- (Rupees Twenty five Lakh Only) should be deposited as Performance Security Deposit (PSD) in the form of Demand Draft (DD) drawn in favour of "**Pay & Account Office, Ministry of Statistics and Programme Implementation**" after getting contract.

Penalty

4. In case the Agency fails to adhere to prescribe time schedule and other deficiency is found in respect of developing Web Portals, Dashboards, GIS Application, Mobile application and all other technical requirements as and when informed by NIC in consultation with this division, etc. the EMD/PSD is liable to be forfeited and penalty can be imposed as deemed fit by the Ministry.
5. In the event of failure on the part of Bidder/Manpower agency/Firm, the Ministry may get the work completed from another manpower agency/firm and the previously engaged manpower agency/firm will have to reimburse the extra expenditure incurred by the Ministry.

6.Settlement of disputes

All disputes, differences and questions arising out of or in any way relating to or concerning with this agreement or subject matter thereof or the representative rights, duties or liabilities of the parties shall be referred to the sole arbitration of the arbitrator appointed by the **Secretary, MoS&PI** or any person nominated by him. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings.



7. FORCE MAJEURE

Notwithstanding anything else contained in the tender documents, neither Party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.

For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, fires, floods, epidemic, pandemic quarantine restrictions but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

If the Force Majeure situation continues beyond 30 days, MOSPI shall have the right to terminate the contract by giving a notice to the vendor.

Purchasers Rights

8. The MoSPI, MPLADS Division reserves the right to accept or reject any or all the Tenders in whole or in part without assigning any reason whatsoever and is not bound to accept the lowest tender.
9. The Ministry of Statistics & PI reserves the right to reject the services rendered in case if it is not as per requirement of this Ministry and not in time.

Execution of Jobs

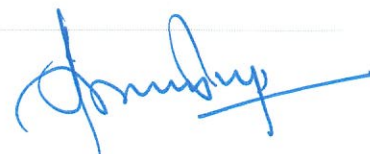
10. Services required/Scope of work should be as per the specifications (*Annexure III*).
11. Continuity of resources deployed by Service Provider: Successful Service provider will ensure continuity of any allocated / deployed resources with the prior consent of the buyer department. Deployed resources cannot be replaced by Service Provider without prior approval of buyer.
12. Deployment of Existing working / deployed resources: number of Existing working / deployed resources of the procurement department having job satisfactory certificate, will be continued by the successful Service Provider under the new contract also – subject to their consent to the Terms and conditions of new contract concluded on the basis of this bid.

Physical availability of Manpower

13. This is the responsibility of vendor that hired manpower should be physically available in K.L. Bhawan on regular basis.

14. Leave Policy

- a. The hired manpower resource should be stationed in appointed office for the entire project period. The hired manpower resource has to follow the working hours, working days and Holidays of MPLADS Division, MoSPI.
- b. The hired manpower resource shall get prior approval of client before leaving OFFICE STATION.



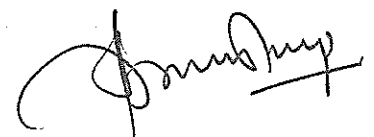
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- c. Leave entitlement and computation will be effective from date of joining.
 - d. In case of important time bound assignment nodal agency may call resource to work on holiday. In this case no extra payment will be paid to resource or selected agency.
 - e. An hired manpower resource can avail maximum 12 leaves per year on pro-rata basis (per month one leave will be credited) it is preferable that any resource shall take maximum of two leaves in a single month, however for any exceptional circumstances/situations prior approval of the reporting officer shall be taken for longer leaves.
 - f. Leave cannot be claimed as right of the hired manpower resource. Except in case of emergencies, all leave will be granted subject to organization's requirements. A situation will be considered an emergency on a case by case basis and will be decided by the Division.
 - g. Leave record of hired manpower should be maintained by vendor.
 - h. Only standard leave i.e 12 may be availed by hired manpower resource. In case of extra leave, appropriate replacement of manpower should be provided by vendor for that period so that official work may not be hampered.

15. Selection of candidate

After finalization of agency, MPLADS Division shall conduct an interview of the candidate provided by selected agency and notify selected candidate within ten days after its interview.

16. Replacement

- a. In case the resource has resigned then the agency has to inform within 2 days of such resignation.
- b. Agency shall promptly initiate a search for a replacement and use commercially reasonable efforts (including the expenditure of reasonable sums, such as to engage the services of a recruiting firm) to ensure that there is at least 2 weeks of overlap period in such replacements. However, the role of any member is not vacant for any longer than 15 days without penalty, subject to reasonable extensions requested by Selected Agency.
- c. Before assigning any replacement member of the Personnel to the provision of the Services, selected Agency shall provide MPLADS Division with:
 - (i) A resume, curriculum vitae and any other information about the candidate that is reasonably requested by Nodal Agency; and
 - (ii) An opportunity to interview the candidate.
- d. The bidder has to provide replacement resource that is having same or better credential resource on the same parameters defined in this RFP document. Once



this is confirmed, that the MPLADS Division shall conduct an interview of the candidate and notify selected candidate within ten days after its interview (or if MPLADS Division does not request an interview within ten working days after selected Agency has provided the information and then it would be deemed as accepted).

17. Mode of Payment

Payment against Bill/ Invoice shall be released only after supply of the items to the satisfaction of the MDLADS Division. No interest will be payable on the delayed payments. Payment will be made directly into the bank account of the manpower agency/firm through **e-payment** only on monthly basis. No request for other mode of payment will be entertained. **No advance payment will be made in any case.**

18. Agreement

The Tenderer who is awarded the contract will be required to sign **Proforma Rate Contract Agreement** with the MPLADS Division, MoS&PI as per the specimen (*Annexure II*).

19. Others

The Tenderer will be bound by the details furnished by him/ her to MPLADS Division, MoS&PI, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her is found to be fictitious at any stage, it would be deemed to be a breach of terms of contract making him/her liable for **legal action besides termination of the contract.**

20. AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.



DECLARATION

To

The Under Secretary,
MPLADS Division, MoSPI
Room No.614, 6th Floor, Khurshid Lal Bhavan,
New Delhi -110001

Dear Sir,

I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.

I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish Earnest Money (EMD)/Performance Security Deposit (PSD), as applicable, in the format to be provided by your office as per conditions for obtaining the Purchase Orders.

I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have banned/suspended business dealing or has been blacklisted ever. I/We further undertake to report to the DDG(PI), MoS&PI, Khurshid Lal Bhavan, New Delhi immediately after we are informed, but in any case, not later than 15 days, if any firm in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a firm which is banned/suspended in future during the currency of the Contract with you.

Yours faithfully,

(Signature of the Tenderer)

Name:

Designation with Seal of the Agency/Firm

Date:



**PROFORMA
CONTRACT AGREEMENT-
MPLADS PORTAL DEVELOPMENT**

To be executed at the time of entering into agreement before placing order. Each page of this form shall be signed by the tenderer for acknowledging that he/she has seen the terms and conditions of the agreement.

AGREEMENT

The agreement is made on this day of, 2023 between M/s.....herein referred to as the agency under the name and style of M/s..... of the one part.

MoS&PI, acting through the **Under Secretary/DD (MPLADS Division)** herein after referred to as the other part whereas the said contractor has agreed with the **MoS&PI** for hiring software developers(SDs)/Software Professionals(SPs) with the specifications.

Now this indenture witnessed that in consideration of the promise, it is mutually agreed and declared between parties hereto as follows:

01. The contractor agrees to undertake to provide manpower as per the requirement as agreed to in their tender and letter dated: at the service charge quoted by him/them. The service charges are inclusive of all the levies taxes and exclusive from making payment of remuneration as per **Annexure VIII**.
02. The services for the development and maintenance of MPLADS portal which are not in conformity with the requirements/specifications as mentioned in **Annexure V & VI** are liable to be rejected.
03. This contract shall be effective from the date of signing of the agreement.
04. The Agency shall execute the services placed by the concerned Officer with great promptness and satisfaction to the Ministry. In case the Agency fails to adhere to prescribed time schedule and other deficiency is found in respect of quality of work etc. the Earnest Money Deposit (EMD)/Performance Security Deposit (PSD) is liable to be forfeited and penalty can be imposed as deemed fit by the Ministry.
05. The security deposit paid by the Agency for due and faithful performance of the contract by the contractor of all and several covenants herein contained of his part to be observed with full power. **DDG (PI)** on behalf of the Ministry to appropriate the said sum to any damage, penalties and other sums which the contractor may



be required to pay in case the contractor fails to perform/ fulfill or to keep and observe all or any of the said conditions of the agreement on his part herein after contained.


06. The EMD/PSD shall be released without any interest after successful completion of the work at the end of the contract period including the extended period, if any.
07. That all disputes arising out of this contract will be referred to the arbitration of the arbitrator appointed by the Secretary, MoS&PI, New Delhi under the Arbitration and Conciliation Act, 1996. The award of the arbitrator shall be final and binding on the parties to this contract. Provisions of the Indian Arbitration Act, 1996 and any statutory modification/ enactments thereto and the rules made there under from time to time shall apply to such arbitration.
08. The EMD/PSD is to be forfeited to the MoSPI without any prejudice to any other rights and remedies of MoSPI in case the Agency fails to undertake the contract work, as per the work orders and as per the terms and conditions given in tender schedule during the currency of the contract including the extended period, if any.
09. MPLADS Division, MoSPI reserves the right to terminate the contract at any time without assigning any reason.
10. That the tender schedule and terms & conditions shall also form part of the agreement.
11. That the Agency acknowledges that he/she has fully acquainted himself/herself with all the terms and conditions and he/she shall not plead ignorance of the same. In witness whereof, the agency has set his/her hand and the Division has caused for and on his/her behalf to set his/her hand, the day and the year first above written.

**Signature of the authorized official
of the Manpower agency/Firm**

**Signature of the authorized official
of the MPLADS Division, MoS&PI**

Signature:
Name:
Address:

Signature:
Name:
Address:



Resume/CV of manpower at bidder pay role

Sl. No.	Name	Post Applied for	Education Qualification	Technical Qualification	Experience

ANNEXURE IV

The following proforma of the Check-list has to be filled by the Tenderer Mandatorily.

PROFORMA FOR THE CHECK-LIST

Name &Address of Firm/Company	Tel. No:
1 DD/Pay Order No.; amount & date of EMD/PMD DD/Pay Order No	Bank Dated.....
2 Registration
	No. & Date

3 Certificate from Govt. Deptt	Issuing Authority

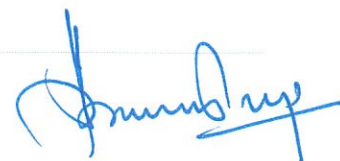
4 CSTNAT/TIN Registration	No. & Date

5 PAN/GIR Card No.	
6 Income Tax Returns (last 3 financial years)	2019-20 _____
	2020-21 _____
	2021-22 _____
7 Balance Sheets (last 3 financial years)	2019-20 _____
	2020-21 _____
	2021-22 _____
8 Proof of 3 years' experience in providing software developers/professionals with Govt. Department or PSU's having similar kind of jobs	Yes/No.
9 Declaration for not backlisted by the Govt. Department/PSU etc.	Yes/No.

I/We certify that the information furnished above is true and correct. The terms and conditions are acceptable to us.

Dated:

Name with Designation of
Authorized Signatory & Seal of the Firm



Estimated Cost for making Payment to manpower for the Development and maintenance of MPLADS Portal Development – 1 Year

S.No	Designation	Number of Resources A	Duration In Months B	Proposed Cost* per Month INR C	Total INR A*B*C	Remarks
1	Project Manager	1	12	1,90,000	2280000	
2	Sr. Solution Architect	1	6	1,00,000	600000	First 6 Months
3	Solution Architect	1	7	70,000	490000	From 6th to 12th Month.
4	Database Design Architect	1	12	1,00,000	1200000	
5	Sr. Software Developer	4	12	1,00,000	4800000	
6	Software Developer	2	12	70,000	1680000	
7	UI/UX Designer	1	12	80,000	960000	
8	GIS Developer	1	6	1,00,000	600000	From 7 th Month
9	Mobile Application Developer	1	6	1,00,000	600000	From 7 th Month
10	Software Tester	1	8	60,000	480000	From 4 th Month
11	Business Analyst/ Document writer.	1	12	70,000	840000	
12	Business Analyst/ Document writer.	1	6	70,000	420000	First 6 Months
Grand Total for 1 Year					14950000	
Rupees One Crore Forty Nine lakhs and Fifty thousand only.						

* The Proposed Monthly cost is as per NICS1 Tier1 empanelment rates.

Estimated Cost for hire of manpower resources for the Development and maintenance of MPLADS Portal Development – 1 Year is Rs. 1,49,50,000.00 (Rupees One Crore Forty Nine lakhs and Fifty thousand only)



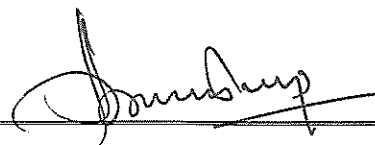
Estimated Cost for making payment to Human Resources MPLADS Portal Maintenance**(after Go-live) for 5 Years**

S.No	Designation	Number of Resources A	Duration In Months B	Proposed Cost** per Month INR C	Total INR AxBxC	Remarks
1	Project Manager	1	60	1,90,000	1,14,00,000	As per MoSPI Decision
4	Sr. Software Developer	4	60	1,00,000	2,40,00,000	
Grand Total for 5 Years					3,54,00,000	

Rupees Three Crore and Fifty four lakhs only.

Maintenance cost For 1 year = 70,80,000 Rupees
Seventy lakhs and Eighty Thousand only.

** The Proposed Monthly cost is as per NICS1 Tier1 empanelment rates.

Estimated Cost for hire of manpower resources for the MPLADS Portal Maintenance – After Go Live for 5 Year is Rs. 3,54,00,000.00 (Rupees Three Crore and Fifty four lakhs only)


ANNEXURE VII

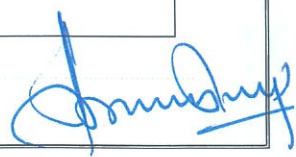
**Qualifications and Experience required for the Software
Developers(SDs)/Software Professionals(SPs)**

S. No	Designation	Qualifications/Experience		Roles & Responsibilities	Knowledge / Software Packages skill Required
		Qualification	Experience		



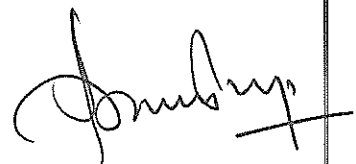
Tender Document No.: MPLADS

1	Project Manager	B.E / B.Tech / MCA in Computer Science (CS) / Information Technology (IT) or equivalent	10 Yrs+ Experience in software development, Project management and monitoring teams.	<ul style="list-style-type: none"> <input type="checkbox"/> Understanding the business objectives, Project Vision. <input type="checkbox"/> Close coordination with User, Stake holders, Project team. <input type="checkbox"/> Managing the Software development among team. <input type="checkbox"/> Keeping timelines. <input type="checkbox"/> Planning software development. <input type="checkbox"/> Assigning modules to project team. <input type="checkbox"/> Monitoring the project team and software development. <input type="checkbox"/> Also involve in the software / Web portal development. <input type="checkbox"/> Coordinating software testing team for overall project modules. <input type="checkbox"/> Monitoring the project modules delivery. <input type="checkbox"/> Helping the project team in software development. <input type="checkbox"/> Monitor the project documentation. <input type="checkbox"/> Application Support as per the project requirements & technology. <input type="checkbox"/> Application installation and configuration. <input type="checkbox"/> Software readiness test at the client sites. <input type="checkbox"/> Support for installation and management of application. 	<ul style="list-style-type: none"> <input type="checkbox"/> ASP.NET <input type="checkbox"/> MVC. <input type="checkbox"/> GIS. <input type="checkbox"/> MS SQL Server DB. <input type="checkbox"/> DevOps practices. <input type="checkbox"/> Project management software. <input type="checkbox"/> Data analytics skills.
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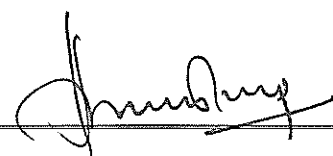
Tender Document No.: MPLADS

				<ul style="list-style-type: none"><input type="checkbox"/> Monitoring team in Providing first line of maintenance.<input type="checkbox"/> Software Requirement Analysis based on project needs.<input type="checkbox"/> Technical Support in management of OS, application software patches, antivirus etc.<input type="checkbox"/> Security audit results implementation.<input type="checkbox"/> Web API development.<input type="checkbox"/> User Training.	
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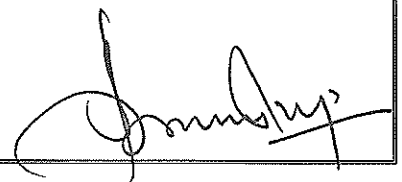
Tender Document No.: MPLADS

2	Sr.Solution Architect	B.E / B.Tech / MCA in computer Science / Information Technology (IT) or equivalent with MBA.	5 Yrs+ Experience in design & architecture of large software projects.	<input type="checkbox"/> Understanding the business objectives, Project Vision. <input type="checkbox"/> Analysing the technology environment. <input type="checkbox"/> Analysing enterprise specifics. <input type="checkbox"/> Analysing and documenting requirements. <input type="checkbox"/> Setting the collaboration framework. <input type="checkbox"/> Creating a solution prototype. <input type="checkbox"/> Participating in technology selection. <input type="checkbox"/> Controlling solution development. <input type="checkbox"/> Supporting project management. <input type="checkbox"/> Developing, managing and testing back-up and recovery plans. <input type="checkbox"/> Installing and testing new versions of the DBMS. <input type="checkbox"/> Further refining the physical design to meet system storage requirements. <input type="checkbox"/> Refining the logical design so that it can be translated into a specific data model. <input type="checkbox"/> Organization of data and front-end accessibility for endusers. <input type="checkbox"/> Database Backup schedule.	<input type="checkbox"/> Engineering and software architecture design. <input type="checkbox"/> DevOps practices. <input type="checkbox"/> System and data security. <input type="checkbox"/> Business analysis techniques and processes. <input type="checkbox"/> Data analytics skills. <input type="checkbox"/> Large Data analytics skills. <input type="checkbox"/> Data migration skills.
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Tender Document No.: MPLADS

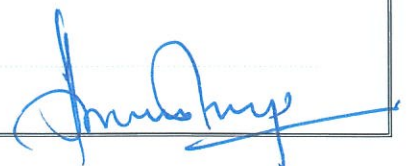
3	Solution Architect	B.E / B.Tech / MCA in computer Science / Information Technology (IT) or equivalent.	3 Yrs+ Experience in design & architecture of large software projects.	<input type="checkbox"/> Understanding the business objectives, Project Vision. <input type="checkbox"/> Analysing the technology environment. <input type="checkbox"/> Analysing enterprise specifics. <input type="checkbox"/> Analysing and documenting requirements. <input type="checkbox"/> Setting the collaboration framework. <input type="checkbox"/> Creating a solution prototype. <input type="checkbox"/> Participating in technology selection. <input type="checkbox"/> Controlling solution development. <input type="checkbox"/> Supporting project management.	<input type="checkbox"/> Engineering and software architecture design. <input type="checkbox"/> DevOps practices. <input type="checkbox"/> System and data security. <input type="checkbox"/> Business analysis techniques and processes. <input type="checkbox"/> Data analytics skills.
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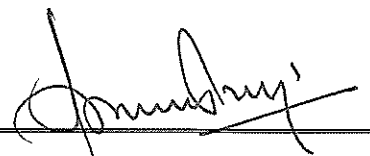
4	Database Design Architect	B.E / B.Tech / MCA in Computer Science (CS) / Information Technology (IT) or equivalent.	5 Yrs+ Experience in large Microsoft SQL Server DataBase Design, architect, administration.	<ul style="list-style-type: none"> <input type="checkbox"/> Analyse the existing Data structure, Database and design a normalised database suitable for the proposed solution. <input type="checkbox"/> Establishing the needs of users and monitoring user access and security of database. <input type="checkbox"/> Monitoring performance and managing parameters to provide fast responses to front-end users. <input type="checkbox"/> Capacity planning. 	<ul style="list-style-type: none"> <input type="checkbox"/> Microsoft SQL Server Latest version. <input type="checkbox"/> Design T-SQL query, Procedure, Function. <input type="checkbox"/> Normalisation of database. <input type="checkbox"/> Identification of Primary, Secondary keys and relationships of tables in DB. <input type="checkbox"/> ER diagrams. <input type="checkbox"/> Database creation. <input type="checkbox"/> Query Optimisation.
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				<ul style="list-style-type: none"> <input type="checkbox"/> Developing, managing and testing back-up and recovery plans. <input type="checkbox"/> Installing and testing new versions of the DBMS. <input type="checkbox"/> Further refining the physical design to meet system storage requirements. <input type="checkbox"/> Refining the logical design so that it can be translated into a specific data model. <input type="checkbox"/> Organization of data and front-end accessibility for endusers. <input type="checkbox"/> Database Backup schedule. 	<ul style="list-style-type: none"> <input type="checkbox"/> Large Data analytics skills. <input type="checkbox"/> Data migration skills.
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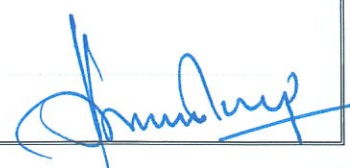
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5	Sr. Software Developer.	B.E / B.Tech /MCA in Computer Science (CS) / Information Technology (IT) or equivalent.	5 Yrs+ Experience in Software development and working experience in teams.	<input type="checkbox"/> Application software / Web portal development. <input type="checkbox"/> Coordination with software testing team for concerned modules. <input type="checkbox"/> Application Support as per the project requirements & technology. <input type="checkbox"/> Application installation and configuration. <input type="checkbox"/> Software readiness test at the client sites. <input type="checkbox"/> Support for installation and management of application. <input type="checkbox"/> Providing first line of maintenance. <input type="checkbox"/> Software Requirement Analysis based on project needs. <input type="checkbox"/> Technical Support in management of OS, application software patches, antivirus etc. <input type="checkbox"/> Security audit results implementation. <input type="checkbox"/> Web API development. <input type="checkbox"/> User Training.	<input type="checkbox"/> ASP.NET <input type="checkbox"/> MVC. <input type="checkbox"/> GIS. <input type="checkbox"/> MS SQL Server DB. <input type="checkbox"/> DevOps practices. <input type="checkbox"/> Project management software. <input type="checkbox"/> Data analytics skills.
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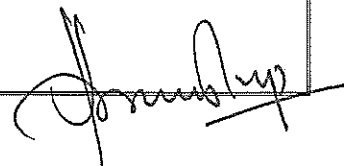
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6	Software developer	B.E / B.Tech /MCA in Computer Science (CS) / Information Technology (IT) or equivalent.	3 Yrs+ Experience in software development and working experience in teams.	<input type="checkbox"/> Application software / Web portal development. <input type="checkbox"/> Coordination with software testing team for concerned modules. <input type="checkbox"/> Application Support as per the project requirements & technology. <input type="checkbox"/> Application installation and configuration. <input type="checkbox"/> Software readiness test at the client sites. <input type="checkbox"/> Support for installation and management of application. <input type="checkbox"/> Providing first line of maintenance. <input type="checkbox"/> Software Requirement Analysis based on project needs. <input type="checkbox"/> Technical Support in management of OS, application software patches, antivirus etc. <input type="checkbox"/> Security audit results implementation. <input type="checkbox"/> Web API development. <input type="checkbox"/> User Training.	<input type="checkbox"/> ASP.NET <input type="checkbox"/> MVC. <input type="checkbox"/> GIS. <input type="checkbox"/> MS SQL Server DB. <input type="checkbox"/> DevOps practices. <input type="checkbox"/> Project management software. <input type="checkbox"/> Data analytics skills.
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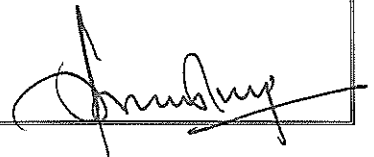
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7	UI/UX Designer	Bachelor's degree in graphic design or related field.	4 Yrs+ Experience in Web designing.	<input type="checkbox"/> Design web portal wire frames. <input type="checkbox"/> Design projects Dashboards. <input type="checkbox"/> Design page layouts and templates. <input type="checkbox"/> Produce design assets for use in social media. <input type="checkbox"/> Utilize data and analytics in making design decisions. <input type="checkbox"/> Work with front-end web developers to deploy designs. <input type="checkbox"/> Select and prepare imagery. <input type="checkbox"/> Create and maintain a database of design assets. <input type="checkbox"/> Responsive GUI design.	<input type="checkbox"/> Portfolio of strong creative work. <input type="checkbox"/> Experience in Adobe Suite <input type="checkbox"/> Experience in HTML, Javascript, and CSS. <input type="checkbox"/> Social media and email marketing experience is a plus.
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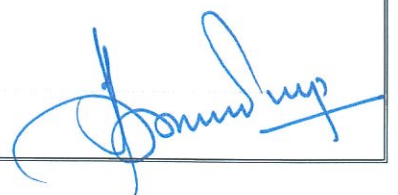
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8	GIS Developer	B.E / B.Tech /MCA in Computer Science (CS) / Information Technology (IT) or equivalent.	5 Yrs+ Experience as GIS Developer	<input type="checkbox"/> Proficiency with database programming languages such as SQL, R or Python <input type="checkbox"/> Proficiency with frontend design languages such as HTML, CSS, JavaScript and various mapping languages <input type="checkbox"/> Outstanding quantitative skill set <input type="checkbox"/> Attention to detail and good problem-solving skills <input type="checkbox"/> Analytical mindset <input type="checkbox"/> Excellent written and verbal communication <input type="checkbox"/> Good interpersonal skills	<input type="checkbox"/> Experience with mapping tools such as QGIS and Carto <input type="checkbox"/> Experience with GPS measuring Tools
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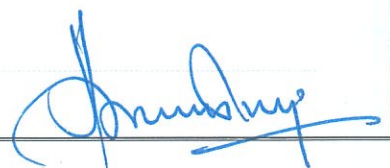
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9	Mobile Application Developer	B.E / B.Tech / MCA in Computer Science (CS) / Information Technology (IT) or equivalent.	5 Yrs+ Experience in Mobile application development.	<input type="checkbox"/> Mobile application development. <input type="checkbox"/> Web API development. <input type="checkbox"/> Emulation in Android and iOS environment and testing. <input type="checkbox"/> Security audit results implementation.	<input type="checkbox"/> Android Studio IDE. <input type="checkbox"/> Flutter Framework. <input type="checkbox"/> Dart Language. <input type="checkbox"/> Apple account and Xcode for iOS App knowledge.
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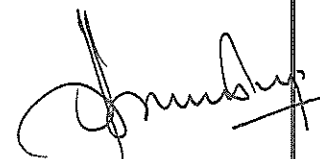
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10	Software Tester	B.E / B.Tech /MCA in Computer Science (CS) / Information Technology (IT) or equivalent.	2 Yrs+ Experience in software testing.	<ul style="list-style-type: none"> <input type="checkbox"/> Execute manual test scenarios for software applications and report defects. <input type="checkbox"/> Review design and user documentation, project specifications, and requirements. <input type="checkbox"/> Write functional test cases and test steps based on product requirements. <input type="checkbox"/> Execute functional test cases to verify quality for product requirements. <input type="checkbox"/> Execute unit test, sanity, smoke, functional, performance and regression testing. <input type="checkbox"/> Prepare data for the above tests. <input type="checkbox"/> Perform error analysis and bug reporting. <input type="checkbox"/> Assist in requirement analysis, test design, and test documents. <input type="checkbox"/> Assist the user in user testing post software testing by the team. 	<ul style="list-style-type: none"> <input type="checkbox"/> Working experience with testing tools. <input type="checkbox"/> Strong diagnostic skills. <input type="checkbox"/> Organized, Task and Detail Oriented <input type="checkbox"/> Good communication skills. <input type="checkbox"/> Project management software.
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11	Business Analyst / Document writer.	B.E / B.Tech /MCA in Computer Science (CS) / Information Technology (IT) or equivalent.	2 Yrs+ Experience in Business analysis and document writing for Software projects.	<ul style="list-style-type: none"> <input type="checkbox"/> Understanding the business objectives and document it. <input type="checkbox"/> Close coordination with User, Stake holders, Project team. <input type="checkbox"/> SRS(system requirement specification) document in consultation with stake holder departments. <input type="checkbox"/> SDD(System Design document) in coordination with Solution architect. <input type="checkbox"/> Database Design document in coordination with Database administrator. <input type="checkbox"/> CR (Change request documents). <input type="checkbox"/> Assisting the Software testing team with the SRS, SDD, CR for conduction of smooth testing. <input type="checkbox"/> System Administration Manual. <input type="checkbox"/> Training Manuals. <input type="checkbox"/> User Manuals. 	<ul style="list-style-type: none"> <input type="checkbox"/> Good Communication skills. <input type="checkbox"/> Interpersonal Skills. <input type="checkbox"/> Command over English writing. <input type="checkbox"/> Good documentation skills. <input type="checkbox"/> Presentation skills. <input type="checkbox"/> Database knowledge. <input type="checkbox"/> Basic SQL knowledge. <input type="checkbox"/> Analytical and Critical Thinking <input type="checkbox"/> Microsoft Office.
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Name and Title of Signatory:

Name of Firm:

Address:

Financial Proposal

(To be submitted on letter head of bidder)

S. No.	Bid Variable	Unit	Rate	In words
1	The bidder has to quote service charge as percentage of the total emoluments to be paid for the manpower to be deployed for the Nodal Agency, considering all the deliverables, responsibilities like, HR activities, Insurances, Mediclaim's, statutory compliances etc. No additional payment shall be made to the bidder except the service charge and the GST (if applicable).	%		

Date:

(Authorized Signatory)

Place:

Signature

Notes for Financial Bid:

The above-mentioned price would be inclusive of all taxes (whichever is applicable). The GST will be paid only if applicable in addition to the quoted Price. No payment will be done above the quoted price.

Details regarding manpower deployment and their qualification is as mentioned in Annexure-III, V & VI and VII of this RFP.

Minimum Service Charges shall be 3.85% but not exceed 7% (i.e. 3% profit plus transaction charges of 0.85%).

All payments shall be made in INR.