Limited Tender to facilitate the enhancement of the existing placement portal of NIELIT

[Reference No: 60(1)2014.NIELIT HQ]

Place for opening of the bid	Conference Room National Institute of Electronics and Information Technology (NIELIT), Electronics Niketan, 6, CGO Complex, Lodhi Road, New Delhi - 110 003, India
Pre-bid meeting date and time:	Tuesday 2nd June 2014 1100hrs-1500 hrs
Last Date & Time of Submission of Bid	Tuesday, 9th June 2014 1500 hrs
Date & Time of Opening of Technical Bid	Tuesday, 9th June 2014 1530 hrs

Name of the Bidding Company/Firm	
Contact Person (Authorized Bid Signatory):	
Correspondence Address:	
Mobile No Telephone No Fax	
Official e-mail address:	

Disclaimer

This Tender is not an offer by NIELIT, but an invitation to receive offer from vendors. No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized Officer of NIELIT with the vendor.

<u>LIMITED TENDER</u>

NIELIT/2014/540/   Dated: _____

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SUB: **INVITATION OF BIDS FOR DEVELOPMENT OF PORTAL FOR ESDM SCHEME BY ENHANCING THE EXISTING PLACEMENT PORTAL OF NIELIT-**

Dear Sir/Madam,

       Under the Scheme for Financial Assistance to select six states for Skill Development in ESDM Sector a Program Management Unit (PMU) is to be set up in DeitY to professionally manage and support the Department in implementation and monitoring of the Scheme. NIELIT intends to develop the portal for ESDM Scheme by enhancing the existing Placement Portal of NIELIT. Already empanelled eligible firms and the firms that have worked with NIELIT on similar projects during last two years are, therefore, requested to furnish the lowest rates for development, integration and hosting of the web portal as per specifications given below.

       The bidding is a two part process- technical bid and financial bid. Only technically qualified and shortlisted bidders' Financial bids shall be opened. The tender document with broad scope of work is enclosed herewith.

       Thanking you,

                                                                    Sincerely yours,

                                                                    Additional Director(E)

1. **BROAD SCOPE OF DEVELOPMENT OF PORTAL FOR ESDM SCHEME BY ENHANCEMENT OF THE EXISTING PLACEMENT PORTAL OF NIELIT**

Introduction

NIELIT is already having a placement portal wherein NIELIT students and employers can register. As of now the students who have passed/undergoing NIELIT IT O/A/B/C Level Courses, CHM O/A Level and other similar courses in IT can register themselves with NIELIT placement portal. NIELIT has recently launched various courses under ESDM Scheme and further intends to enhance the existing Web portal for dissemination of the Information, MIS monitoring and placement facility in the scheme for financial assistance to 6 (six) states/UTs for the skill development in ESDM sector

Objective

The Objective of the scheme is to provide financial assistance for the facilitation, skill development for 90,000 persons in ESDM (Electronics System Design and Manufacturing) sector by involving select 6 (six) states/UTs for improving the employability of the students/Unemployed youth. Scheme will be in operation for 4 years, to be launched in FY 2013-14 and would be in operation during the 12th five year plan.

A web portal needs to be created for dissemination of the Information, monitoring and generation of assessment reports of this scheme with appropriate Industry linkages, carrying complete awareness about this scheme.

NIELIT is looking for complete integration of ESDM PORTAL with the existing NIELIT website. NIELIT intends to award work to competent professional agency already empanelled with NIELIT under Category-2: Application Software Development or to the agency that has already worked for NIELIT on similar projects.

Bidder would be responsible for the following scope of services:

  i. The bidder will develop, install, commission, integrate and maintain the ESDM PORTAL as per requirement, technical specifications and term and condition of the tender. The bidder will ensure to install the developed software and make it operational on the network and provide maintenance for 1 year.
 ii. The bidder will be responsible for the total system integration and execution of the project.
iii. The bidder will deliver and implement the technologies in conjunction with a set of best practices guidelines & Industry standards.
 iv. The bidder will ensure smooth integration of the offered software with the existing web PORTAL of NIELIT.
  v. The bidder shall ensure that the same software platform is used for ESDM portal as is being used in the already existing NIELIT website.

vi. The visuals and aesthetics of the new portal to be integrated with the existing NIELIT portal should be in sync.

vii. The bidder will submit its financial bid on man-month basis.

viii. The bidder will provide user manual to end-user detailing operations involved in the PORTAL and on-site user level training at the time of installation.

ix. The bidder has to comply with the security policy of the NIELIT and non-disclosure agreement.

x. The bidder will ensure the availability of services from professionally qualified team during implementation of the project and to provide the required on-site warranty & maintenance for a period of 1 (one) year.

xi. The bidder will be liable for any hardware and software up-gradation for maintenance without any extra cost during warranty period.

xii. On completion of the work the bidder shall submit the detailed diagram/drawing & documentation of the project to the NIELIT and obtain a certificate, which will be submitted to NIELIT along with the bills.

2. **DETAILS OF THE WORK**

The web portal must have a complete information system for registration of the students for the various courses to be conducted under this scheme with a complete placement portal having provision for further integration with ESSC (Electronics Sector Skills Council of India) and TSSCI (Telecom Sector Skill Council of India) at a later stage.

The web portal should have the following types of access/roles:

- Affiliated Training Providers type users
- Implementing Agency/ State coordinator type user
- PMU users for the MIS reports
- Student user account
- System admin user account

2.1 **Affiliated Training Partner Account**

The portal must have the capabilities of e-Affiliation of Training Partners. The Training Partners can get the complete information required in respect of infrastructure required for getting registered as the Training Partners for different levels (L1 to L5) and different courses under the Scheme on the portal itself. If they feel that they fulfill the required conditions in all the respects they can fill the form and get provisionally registered, subject to approval from the PMU after the verification process. After the verification process the associated Training Partner must be able to get a unique user-id and password for its account.

An affiliated Training Partner account will be used for the registration of the students, fee details, Grants details, Certification details and placement details of the registered students as well as the associated Industry Partner details etc.

2.1.1 *Registration section in Training Partner account*

In this section the Training partner will register the student against the courses for which he is the authorized training provider. He will fill the student's particulars after verifying the eligibility criteria including the fee paid details, scanned photo of the candidate, details of Aadhar card, if available, student's bank account details, scanned copy of the eligibility certificate etc.

At the submit button of the registration form, the candidates particulars must be matched for the uniqueness for avoiding the duplication while registering the student. The ***name, father's name, mother's name, date of birth, current address*** etc must be matched with the existing database and if any of the three fields matches then it should show the matching result with the student's photograph. The training provider will identify whether this student is already registered or not, if student is already registered then admission under ESDM scheme will be denied (as this scheme aims to train one student only once) else he will be registered as new student. A registered student will be given a user-id and password that will be unique and will remain same for the employment portal.

2.1.2 *Fee details in Training Partner account*

This section will show the fee particulars like fees charged by institute/deposited by the students and the maximum fee fixed in the scheme for the particular ESDM courses. This will also show the detailed information about the grant (fee refunded after passing the exam). This section must be able to provide the detailed reports in respect to the course wise, time frame wise, student's category wise, student's sex and grants wise, grant to be refunded etc. format.

2.1.3 *Certification section in the Training Partner account*

This section must provide the details of certification at each course level, being conducted by the Training Partner. This will provide the report of the candidates passed/failed and the no. of attempts made, by a particular candidate, for passing the course. This section must be able to provide the detailed reports of certification in respect to the various course wise, time frame wise, student's category wise, student's sex and grants wise.

2.1.4   *Placement section in the Training Partner account*

The Training Partner must be able to view the details of Industry-Associated-Partners which are creating the employments and their posting of job, required skill, required experience and salary etc. There must be reports of students getting placed of other training providers too and reports must be course wise, time frame wise, student's category wise, student's sex, salary and sector/industry/skills wise.

2.2 Implementing Agency user at the State level

The Implementing Agency at the state level will identify the Industry partners/prospective employers and will endeavor to create the employment for the students. The implementing Agency will also coordinate with the training providers for sharing resources available etc.

2.2.1   *Training Partner Section at the Implementing Agency end*

The Implementing Agency must be able to view the details of all Training Partner in the respective states with respect to the course levels and type/categories of courses or both. The Implementing Agency should also be able to view the list of Training Partners who are in the process of getting final approval from NIELIT. There must be reports with respect to the time frame, level wise, course wise, no. of students registered wise, grants wise etc.

2.2.2   *Students Section at the Implementing Agency user*

The Implementing Agency must be able to view the students enrolled, students passed, students failed, students reappearing, Training Provider wise. All the reports must be accessed by student's gender, category, exam passed, financial grant amount to students etc.

2.2.3   *Grants Section at the Implementing Agency user*

This section will provide the total reimbursement that has been granted to the students after passing the course/Level exam. There must be reports showing the total grants detail with respect to the student's category, gender, training provider, courses wise and grants pending to the passed students etc.

2.2.4   *Industry Partners section in the Implementing agency user*

The Implementing Agency user can create the Industry Partner users and Industry Partner user-id and password will be generated. That user-id will be used for login in at the placement portal and posting of the jobs. Though, the prospective employers can also create the employer account at the placement portal directly and same type of user-id and password will be generated. The Implementing Agency must be able

to view all the prospective employers/Industry Partners , their job postings and hiring details etc. with respect to skill set wise, salary wise, required course wise etc.

2.3 <u>PMU user Account</u> :

The ***PMU types users*** should have access to all the MIS reports , they can view and take printouts of each and every state's reports and cumulative too with respect to Financial years or any time frame, grant spent wise, students category wise, courses taken with option of sorted data.

2.3.1   <u>Affiliated Training Partner Section in PMU user type</u>

There must be all details of each state's Training Partners, existing as well as those in the line for confirmation/affiliation. The details of each training provider and its registered students, passed out students, courses that are they conducting, the financial details i.e. the fee details that the students deposited and the grant released and the grant that is pending and yet to be released, based on the students passed out in the current ongoing courses with sorting options. There must be provision for the reports of each and all the Training Partner's detailed activities based upon the filtering criteria of time line , students category, grant released, grant yet to be released-training partner wise, course/level wise, placement figure wise etc. with the sorting option.

2.3.2   <u>Implementing Agency section for each State in PMU user</u>

This section must contain the complete details of each Implementing Agency of each of the participating state and the details of the associated Training Partners of that Implementing Agency.

There must be detailed report of the Training Partners with respect to the level of courses for which they are the authorized Training Partners. The details of students passed out from each Training Partner Institute and the students enrolled in ongoing courses with complete details of the students. There must be provision for reports of current courses -students strength wise each state with sorting option and placement data.

This section must show the detailed reports of the Grant released to each State, grant yet to be released for the enrolled students and those who have passed out, the desirable target of students to be trained for each Level and target attained by the each State and the deficiency with respect to meeting the target, with sorting option.

This section must show the placement data of the trained students under this scheme. The placement data must show the figures pertaining to getting employment and the Prospective employers, the skill set, salary etc. There must be reports of placement

data with respect to the Industry Partner for employment, the preferred skill/courses and those getting highest rate of employability etc.

There must also be detailed information of the all the registered Industry Partners for the employment generation purpose. The detailed report of the job posting of the prospective employers with the skill sets and the hiring data with the salary details etc.

2.3.3   *Certification section in the PMU user account*

The certification section must show the data of students who have passed the exam and have been issued certificates by the Certification Agency, the detailed figure of the ongoing courses and the students registered in each and every course- state-wise and Training Partner wise. This section must show the details of the students who have failed to clear the certification examination in each course and the details of the data of reappearing students. There must be reports of the grants released for the certified students and its total status in the entire scheme and the grant pending to be released for the students who have cleared the examination. There must be periodic MIS reports containing the details of certification and grants released to each Implementing Agency and Training Partner wise reports should also be generated.

2.3.4   *Financial section in PMU user*

The financial section in PMU must show all the financial details of the ESDM scheme. There must be details of the fee to be charged and fee to be deposited by the students at the Training Partner Institute and the amount to be reimbursed in form of the grant to students. The grant will be reimbursed as per the rules of the maximum fee fixed for the each course or the fee charged, whichever will be lower and according to the rules of this scheme. This section must be able to show the aggregate financials with respect to each State/ Implementing Agency and also with respect to each Training Partner. This section must provide the detailed reports of fund available and funds disbursed in form of the grant to students.

2.3.5   *Placement section in PMU user*

The Placement section in PMU user type must show all the placement details. It must show all the registered employers and their job postings with skill-set required and other details posted with respect to each participating state. It must show the hired or successfully placed student's data with respect to each State, Training Partner and the complete details of the student so placed. The reports under this section must show the employment data state wise, job posted by the various employers, the students who applied for the job and those who got selected, skill-set where the employability is highest with respect to each state.

2.3.6   The Inconsistency Report

The inconsistency report option should find out the list students whose data is duplicate or identical and at the time of registration the Training Partner enrolled them. This report will show the detailed information of those students who will fall in this category, including their photo, and the PMU users will identify the issue of duplication and issue relevant notices.

2.4 Student Account :

The Student account should be available to the registered student. A unique user-id and password will be generated for every registered student and that will be used in the Certificates issued.

2.4.1   The Current Status section

The Current status section of the student will show the particulars of the course/Level for which the student is enrolled, its course details, time period and other fields like the examination details, the details of Certifying Agency, the qualifying marks/ criteria and the certifying process etc.

2.4.2   The Courses Section

The Courses Section will show the student enrolled in the available courses under this scheme with parameters like Level (L1-L5)/ course enrolled in, State where enrolled, other details like i.e. minimum fee, fee refundable to student after passing the exam, the target of the students trained so far and target achieved. This will help students to know about how many seats are left for the courses under this ESDM scheme.

2.4.3   The Training partner Section

The complete Training Partner's details must be available to the students in this section so that the students can come to know about the relevant details of the Training Partners which are authorized for different Levels and Courses. This should also show the ongoing Courses at the Training Partner's venue and the future schedule of the courses. This will help students willing to seek admission to plan the courses and the Training Partner. The placement data must be accessible to the students so that they know the popular skill-sets in the job market and this will boost them for upgrading their skills.

2.4.4   The Registered employers Section

The prospective registered employer's details section will show the detailed information about them and their job posting. The registered students can view the

detailed information of the registered employers and skill-sets desired by them, experience, salary and other details of the job market and the details of the selected students too.

2.4.5   *Certification/examination section*

Certification/examination section for students will show the details of the Certification Agency and the pattern followed for the certification exam of the courses available under this ESDM Scheme. It will show the complete details of the student's exam and its result including the re-appear details if any.

2.4.6   *Fees and Grants Section*

The Fees and Grants status section will show the complete status of the fees deposited by the student with the Training Partner and after successful completion of the course the details of the grant received by the student.

2.4.7   *The Placement Section*

The Placement Section in student account will provide the facility to build the resume through resume builder script and the student can modify his personal details and can also change his skill sets and add the additional qualifications acquired for the employment purpose. The student can also upload the resume in the MS-word format and must have the option to delete and update that resume. The student should be able to view all the jobs posted in the different categories by the prospective employers and be able to apply online/offline for the posted jobs. The student should further be able to track his application and view the status including the selected candidate and his profile.

2.4.8   *Placement Portal*

A complete placement section needs to be created for the students of ESDM project. The data of registered students should automatically be available under the Placement Portal. The prospective employer should register at the portal and be able to post jobs for the students and also search the student database according to the required skill sets and qualification.

2.4.9   *Registration of the employers*

The registration of employers section facilitates the prospective employers to get registered at the Placement Portal of ESDM project. This process should be verified

by the Implementing Agency or the PMU users so that the fake registrations can be avoided/ deleted.

2.4.10 *Employer login and Activities*

The Employer should get the unique user-id and password after successful registration. The employer should be able to post the jobs with the requirements like skill sets, experience, educational qualification, place of posting and salary details. The employer should have access to view the other registered employers and their posted advertisements and the hiring details. The employer should be able to view the detailed reports with respect to the jobs posted and candidates selected etc.

2.4.11 *Student login and student activities*

The student login should be of the same functionality as described above in the student account. However, the student can do login from the placement portal too.

2.4.12 *News and Articles*

There must be facility for the uploading the news of employment, hiring details and uploading the articles for enhancing the skills of students for getting the better employment.

2.5 System Admin Account:

There will a System Admin Account that will have the direct control of the entire database system. This user should have the capacity to modify the details entered wrongly by the Training Partners or the Implementing Agency.

2.5.1 *Changing and resetting the password request*

The System Admin user should automatically perform change/reset of the password of the requesting user and inform them at the registered email or by the SMS service at the registered mobile no.

2.5.2 *Backup and restoration of the Database*

The System Admin user must have the facility to take the regular backup of the database and also restore the database.

2.5.3 *Master Database updating*

The System Admin user should update the Master database of the courses with respect to all details i.e. fixed maximum fee, course syllabus and other information.

2.5.4 *Viewing the logs of the various users*

Each and every activity of the System will be logged and the System Admin of the portal should have the ability to view the logged activity of each and every user. The log will contain the details of the user, the time, the IP address and the activity etc.

- **The portal should have a dash board like e-taal reflecting the training data details of ESDM Scheme in various states.**
- **All the report must have the sorting feature with respect to any field in the report and capabilities of applying filter, if any.**
- **All the activities of users must be logged at the server and the System Admin user can view log of every user.**

3. **ELEGIBILITY**
   a) The bidder must be empanelled with NIELIT for 'Application Software Development'.

   <div align="center">OR</div>

   b) Any other firm which has been awarded similar work orders from NIELIT during the last two financial years is also eligible to apply.

4. **BID EVALUATION CRITERIA**

   The eligible bidders shall give a presentation before the committee about the understanding of the requirements and the similar portal developed. Based on the understanding of the requirements and the following parameters, 4-5 agencies shall be shortlisted:

S.No.	Criteria	Max marks	Minimum Marks needed	Marks obtained
1.	No. of similar jobs completed alongwith the Completion certificates from the respective clients.	30	15	
3.	Adequacy of proposed approach & methodology for web portal development and integration with the existing placement portal	30	15	
4.	Demonstration of similar portal by the agencies with the features such as: -Online payment facility -Dashboard	40	20	

12

5. BID VALIDITY

The bid shall be valid for a period of **90 days** from the last date of submission of bids.

6. EARNEST MONEY DEPOSIT (EMD)

i.   The Bidders will be required to submit the EMD along with the Financial bid.

ii. The EMD will be submitted through a Demand Draft (DD)/ Banker Cheque (BC) drawn on any commercial bank in favor of NIELIT, payable at New Delhi.

a) **Forfeiture of EMD:** The EMD will be forfeited:

i.   If the bidder withdraws the bid after quoting and submission / acceptance;

ii.   If the bidder withdraws the bid before the expiry of the validity period of 180 days of the bid or within the time frame of extension given by NIELIT in special case communicated before the expiry for the bid;

iii. If the bidder fails to comply with any of the provisions of the terms and conditions of the bid specification;

iv.   If the selected bidder fails to furnish the Performance Security.

b) **Refund of EMD**

i.   EMD shall be refunded to the selected bidder, only after award letter and after furnishing of performance security deposit by way of Bank Guarantee as mentioned below in section Performance Security Deposit.

ii.   EMD of unsuccessful bidders will be refunded, without any interest, after the tender finalization or expiry of the tender validity, whichever is earlier, by Cheque after intimating them about the rejection of their bid.

iii. No interest will be payable on the amount of EMD.

7. PERFORMANCE SECURITY DEPOSIT

i.   The successful Bidder shall, within fifteen (15) days of the notification of Contract award, provide a Performance Security deposit for an amount of 10% of the value of the awarded contract.

ii. The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss (including loss of opportunity, time or cost) resulting from the Bidder's failure to comply with its obligations under the Contract.

iii. Security Deposit in the form of cash will not be accepted. Performance Security may be furnished in the form of an Account payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, in favor of NIELIT, payable at New Delhi. Bank Guarantee/FDR should be valid for a period of 2 years.

iv. The Performance Security Deposit shall be refunded after two months of the expiry of guarantee/warranty period.

v. <u>Forfeiture of Performance Security deposit:</u> Performance Security deposit shall be forfeited/invoked in the following cases: -
   a) When any terms and condition of the contract is breached by the vendor/service provider.
   b) When the Supplier/ Bidder fails to commence supply or stops making the supplies or fail to provide deliverables after partially executing the purchase/ work order.
   c) When the equipments supplied/application software installed does not perform to the purchaser's expectation and the supplier does not or is not able to set right the equipment or in case of services, the supplier/contractor fails to fulfill its obligation under the contract.

vi. No interest will be paid by NIELIT on the amount of earnest money and performance security deposit.

vii. Proper notice will be given to the Supplier/ Bidder with reasonable time before earnest money/ performance security deposit is forfeited.

viii. Forfeiture of earnest money / performance security deposit shall be without prejudice to any other right of NIELIT to claim any damages as admissible under the law as well as to take such action against the Supplier/ Bidder such as severing future business relation or black listing, etc, as may be deemed fit.

8. FINANCIAL REQUIREMENTS/COMPLIANCE

i. The Bidder should deposit Earnest money along with the financial bid. The bid received without required Earnest money will be rejected.
ii. The Successful bidder should submit performance security @ 10% of the contract value in the form A/C payee demand draft/ pay orders/ Bank Guarantee/ FDR of any of the nationalized bank in favour of NIELIT, New Delhi within 15 days from the award of the contract, which remains valid up to 60 days beyond the date of completion of all contractual obligation of the firm/company.
iii. EMD shall be refunded to the successful bidder on receipt of performance security.

9. CONFIDENTIALITY: (Non-Disclosure Agreement)

a) The Purchaser and the Supplier/ Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

b) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Bidder for any purposes not related to the Contract. Similarly, the Supplier/ Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

c) The obligation of a party under sub-clauses above, however, shall not apply to information that: -
   i. the Supplier need to share with NIELIT/Purchaser need to share with DeitY, GoI or other institutions participating in the Contract;
   ii. now or hereafter enters the public domain through no fault of that party;
   iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
   iv. Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

d) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.

e) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

1) SUB-CONTRACTING

a) Unless otherwise specified in the Contract, the bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchasing Authority.

b) If permitted, the bidder shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

c) Subcontracts shall comply with the provisions of bidding document and/ or contract.

10. GENERAL TERMS AND CONDITIONS

i. The bid is a two part bid system wherein during the first part the bidders will have to present a demo/presentation of their understanding of the PORTAL requirements before a Committee. This will be evaluated by the Committee members and Technical short listing will be done. Once top three bidders in terms of their technical expertise have been shortlisted then their financial bids will be opened. The one emerging lowest in terms of rates quoted will be awarded the project.

ii. The bidders are expected to submit their financial bids in separate sealed envelope which will be opened only in case of the technically satisfying/successful top three bidders.

iii. The development and integration of ESDM PORTAL to be completed within 3 months from the date of placement of the order. In case of late delivery/implementation the penalty @ 0.5% per week or part thereof subject to the maximum of 5% of the order value will be imposed.

iv. The portal must be so designed that full integration with existing portal takes place. No system which has been developed on a different platform or which does not conform to the existing aesthetic standards or complies with different Technical Specifications shall be taken up for conduct of acceptance testing under any circumstances. Acceptance test will include running of total portal software system as per prescribed specifications as a whole to the satisfaction of the Evaluation Committee. Failure to fulfill any of the aforementioned conditions will entail cancellation of the Order along with forfeiture of the bank guarantee/EMD. Further, NIELIT can procure same services from alternate sources at bidder's risk and cost.

v. It will be imperative on bidder's part to ensure and ascertain that proper communication and optimum data transfer between the servers and client computers over the installed network is done.

vi. Successful bidder will be required to fulfill the following conditions during Warranty period (The warranty period is one year for complete software after it is accepted by NIELIT on successful completion of User Acceptance Testing):

   o Any malfunction in the PORTAL to be attended at the earliest

   o The onsite training of the personnel from NIELIT to be ensured so that portal is properly maintained at all times.

vii. After expiry of warranty, NIELIT shall have the option to enter into Annual Maintenance Contract with bidder for post warranty maintenance of the system as per mutually agreed terms and conditions.

viii. Selected Bidder will provide System manual and User manual.

ix. Selected Bidder will provide master/user training to NIELIT Employee.

x. All disputes, differences, claims and demands arising under or pursuant to or touching the contract shall be referred to the sole arbitrator to be appointed by the Managing Director, NIELIT. The award of this sole arbitrator shall be final and binding on both the parties under provisions of the Arbitration and Conciliation Act, 1996 and Rules framed there under. Such arbitration shall be held at Delhi.

xi. In all matters and disputes arising hereunder, the appropriate Courts at New Delhi alone shall have jurisdiction to entertain and try them.

xii. The contract shall be interpreted in accordance with the Indian laws.

xiii. The quotation should be addressed to:

Managing Director ,
National Institute of Electronics and Information Technology,
6, Electronics Niketan,
CGO Complex,
New Delhi – 110 003.

xiv. The quotation must reach NIELIT by 09/06/2014 before 3:00 PM through post or by hand, otherwise it will be liable to be rejected. The technical bids shall be opened on 09/06/2014 at 3:30 PM.

xv. Incomplete quotation is liable to be rejected.

xvi. NIELIT reserve the right to accept or reject any quotation without assigning any reason whatsoever.

In case any clarifications are required please do contact :

Sh G John
Additional Director (E)
NIELIT, New Delhi. (011-24366514)

11. PAYMENT TERMS

a. 90% payment shall be released after successful completion and installation/integration of the portal after obtaining safe to host certificate, submission of manuals and hands on training.

b. 10% payment shall be released after successful completion of one year warranty.

c. Payment will be made subject to deduction of any amount for which bidder will be liable under the agreement against this contract. Further all payments will be made subject to deductions of Tax Deduction at Source (TDS) as per the Income Tax Act, 1961.

12. ACTIVITIES TO BE TAKEN UP BY THE VENDOR FOR IMPLEMENTATION OF A WEB PORTAL

a. To conduct the System study and to finalize the requirements in consultation with NIELIT. The system should be highly secure and customizable.

b. Preparation of SRS, SDD, etc, their approval from the concerned NIELIT department(s) and development of "Visual Prototype" based on the approved documents.

c. Development of Web portal after getting approval of prototype software

d. Testing**:** The bidder shall thoroughly test the portal for peak load, quality and performance along with proper functioning at its site before deployment of the software on production environment.

e. In addition to above, NIELIT may hire services of third party to certify the software for load, quality and performance at its own cost to ensure proper functioning of the software. The suggestions given by the third party, if any would be mandatory for the bidder to implement and to incorporate and to execute the same from time to time.

f. Final approval/User Acceptance of the software and system shall be given after the successful implementation and testing.

g. The Web portal developed and tested shall be hosted at the designated Data Centre after completion of security audit by the bidder. The bidder shall be required to provide performance tuning parameters/configuration of the Server/OS/Application Server software on which the application would be installed to the NIELIT team at the data centre for efficient working of the web portal.

h. **Security Audit:** Get the application audited for "Safe to Host" certification from any CERT-in empanelled vendors before deploying the software in production environment. The cost of security audit will be borne by the Bidder only.

i. **Deployment of System:** Deployment shall include implementation and maintenance of the web portal.

j. It is necessary that the Vendor should include ideal minimum deployment requirements for the proposed Web application which will be sufficient for the smooth functioning of the system without compromising the performance in the SRS.

k. These deployment requirements should consist of minimum required hardware, software, and networking items / components which NIELIT needs to arrange for the successful installation and smooth functioning of the proposed systems.

l. The successful bidder would deploy the Online Application Software on the designated Data Centre specified by NIELIT. They should ensure successful deployment of the developed portal as per available infrastructure, security features, etc.

m. Submission of user manuals and technical manual of the developed application.

n. *Web Application Software with source code in two sets of DVD/ CD ROMs along with source code and/or license of third party API/any other software used,* warranty of one year to NIELIT over the software after User Acceptance Testing (UAT).

o. **Hands on Training over the Application Software:**
- Successful bidder would need to provide Hands-on Training on the Application Software at New Delhi to the participants from NIELIT.
- The Training Plan shall be mutually decided between NIELIT and the successful bidder.
- Training shall be provided on the basis of Training to Tutor model.
- During training, user manuals for the Application Software shall be provided by the successful bidder.
- The bidder must include all travelling, boarding and lodging cost in the financial cost.

13. DELIVERABLES

The following are the list of deliverables that are expected as part of the project during the various stages of Web portal development:

- System Study Report
- System Requirement Specification Report
- System Design Report
- Prototype of Application Software
- User Acceptance Testing Reports
- *ESDM Web Portal as approved by NIELIT with source code in two sets of DVD/ CD ROMs along with source code and/or license of third party API/any other software used.*
- **Soft copy of User Manual of the Application Software**
- **Soft copy of Technical Manual of the Application Software**.
- User Acceptance Certificate/ GIGW status report
- Security Audit clearance certificate for hosting application.
- Training on the software developed

14. COPYRIGHT

The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier/ Bidder herein shall remain vested in the Supplier/ Bidder, or, if they are furnished to the Purchaser directly or through the Supplier/ Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

15. SOFTWARE SERVICES AND LICENSE AGREEMENTS

The licenses of all software(s) to be deployed as part of the project would be in the name of NIELIT and the original copy of the same shall be deposited by the successful Bidder at the office of NIELIT HQ as applicable after signing of the contract and before the installation of the software at any of the sites.

16. FORCE MAJEURE

a) The Supplier shall not be liable for forfeiture of its Performance Security deposit, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, riots/law and order embargoes and freight embargoes.

c) If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by NIELIT, the supplier shall continue to perform its obligations under the contract as far as reasonably practical.

d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.

e) In case a Force Majeure situation occurs with the NIELIT, the NIELIT may take the case with the contractor on similar lines.

17. DISPUTES AND ARBITRATION

In the event of any disputes or differences arising out of or in any way relating to or concerning these presents or effects of these presents, the same shall be referred to the sole arbitrator to be appointed by the Secretary, Department of Electronics & Information Technology (DeitY), Government of India. The award of the arbitrator shall be final and binding on both the parties. The Delhi courts shall have jurisdiction for any disputes and the venue for arbitration shall be Delhi. Fee payable to the Arbitrator, to be shared equally by the parties shall be as per the Rules of The Indian Council of Arbitration in force at the time of appointment of Arbitrator.

18. <u>SPECIAL TERMS & CONDITIONS</u>

a) Wherever applicable, the whole work will be conducted onshore through various technical staff including but not limited to resources posted at NIELIT/ designated project sites assisting NIELIT projects on product development, system design and training, etc.

b) At the time of issuance of a work order, NIELIT may impose service level standards.

FORMAT OF FINANCIAL BID

Details of the Activity	Charges (Rs.)	Taxes if any (Rs.)	Total charges (Rs.)	Total Charges in words
A. Development ESDM Placement portal, its integration with the existing portal, security audit, successful installation, hands on training along with one year warranty.				
B. Charges for 2nd year warranty				

Note: L1 will be evaluated on the basis of rates quoted for activity A.