

# Expression of Interest (EOI)

For  
Development of On-Line Application Software using PDA &  
Modern Digital Technology



National Institute of Electronics & Information Technology (NIELIT),  
Kolkata

Under MCIT Govt. of India  
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NIELIT Kolkata invites Expression of Interest from On-line PDA & Other Modern Digital Technology Application Developers for capturing field level information in India across rural and urban areas.

## **1. Expression of Interest (EOI):**

- 1.1. NIELIT Kolkata invites interested agencies for developing On-line PDA Application Software for capturing of information in electronic form and transferring the data to server.
- 1.2 Agencies interested in developing PDA applications may reach/drop the application in prescribed form **Annexure A** on or before 06.11.2015 at 15.00 hrs. in the tender box placed at NIELIT, Kolkata office
- 1.3 Validity of empanelment may be extended for a further period of one year or till the closer of the project depending upon the requirement and administrative convenience of NIELIT Kolkata. NIELIT, however, reserves right to terminate registration of empanelment at agency any time without giving any notice to the empanelled agency owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or without giving any reason.
- 1.4 Irrespective of the initial/extended period, the empanelment will deem to be operative until close of assigned projects, and hence agencies deploying resources would ensure the resources availability until completion of the work.
- 1.5 Application backend database, website for services needs if any, Government Agency will provide server level hardware and Virtual Machines facility through cloud or/and data centre to deploy the solution.

## **2 Registration Process:**

- 2.1. Eligible Agency can participate for EOI empanelment.
- 2.2. Interested agency can submit their filled application in prescribed format as provided in Annexure B, and send to “The Director, NIELIT Kolkata, Jadavpur University campus, Kolkata – 700032” with Subject Line “**Expression of Interest (EOI) for On-line Application Software using PDA & Other Modern Digital Technology**”
- 2.3. The last date of receiving for EOI is 06.11.2015 at 15.00 hrs.
- 2.4. Shortlisted agencies will be informed and list of selected entities will be published on centre’s website.
- 2.5. NIELIT Kolkata reserves the right to reject any incomplete application, without attributing any reason.
- 2.6. All the registration applications will go through the review process as described in Section 4. Based on the review the eligible bidders will be shortlisted.
- 2.7. A panel of Agencies will be shortlisted based on the selection criteria. (Refer section 4 & 5)
- 2.8. NIELIT Kolkata reserves the right to select less or more vendors in this empanelment

### **3. Scope of work envisaged:**

- 3.1 The empanelled agencies are required to design, develop, deploy and maintain On-line PDA applications as well as backend server application for NIELIT Kolkata and its affiliates.
- 3.2 The detailed scope will be subject to change as per the application requirements.
- 3.3 The agencies may also be asked to redevelop, enhance, modify or maintain existing PDA apps.
- 3.4 Following is the scope of work that has to be taken by the empanelled entity

<b>No.</b>	<b>Type of Jobs for which Empanelment is sought</b>
1	Technical Document stating architecture of proposed database structure and its inter-dependency.
2	On-line PDA Application Software & Data Transfer from Field to Server through Internet connectivity.
3	Uses of PDA System, Performance Monitoring of Data Collection from Field, SMS generating through system to Enumerator for betterment of data collection.
4	Necessary Database at the back end
5	Application testing and Website testing for Web Content Accessibility Guidelines (WCAG), Guidelines for India Government Websites (GIGW), World Wide Web Consortium (W3C) localization Standard compliance; Functionality and Load Testing
6	Security Audit of the application, back end website where ever required

**4. Prequalification criteria for Service Providers:** Bidders are expected to meet the following prequalification criteria. Bidders failing to either meet these criteria or not furnishing the requisite supporting documents / documentary evidence will not be considered for empanelment

No.	Pre-qualification Criteria	Supporting Requirement
1	<p>Any Agency which has developed &amp; implemented at least one PDA application in last 2 years having the following features.</p> <ul style="list-style-type: none"> <li>• Web based application for storing the master information and assimilation of data collected thru' form based PDA devices</li> <li>• If any change is made in the master data, the changed information must flow to the PDA devices without any manual intervention</li> <li>• Android based PDA application that collects data in the field thru' electronic forms and sends the collected data to server thru' mobile data network without any manual intervention</li> <li>• PDA application should be fully functional even if mobile internet connectivity is not available and the collected data at that time must flow to the server as &amp; when internet connectivity is available without any manual intervention.</li> <li>• The PDA application needs to support hierarchical data structure so that it can be distributed to field staff, their supervisors &amp; other seniors. Field staff will collect the data thru this software whereas supervisors &amp; seniors will be able to monitor the collection process</li> </ul>	Documentary evidence & technology demonstration, both required
2	Agency should submit client's certificate for whom it has been developed.	Documentary evidence & technology demonstration, both required
3	The entity should not currently have been blacklisted by any Agency or under a declaration of ineligibility for fraudulent or corrupt practices or Inefficient/ineffective performance.	A Self-declaration should be Submitted for same.

5. **Evaluation Criteria:** NIELIT Kolkata will evaluate the bidders on the criteria as defined below.

No.	Pre-qualification Criteria	Evaluation	Marks	Maximum Marks
1	Number of Applications Published	2 and above	10	10
		1	5	
2	No. of Programmers related this job	More than 8	10	10
		7 to 4	7	
		3 to 1	5	
3	Data Security Plan for PDA Application	Plan to restrict unauthorized use of PDA application	5	20
		Plan to collect & collate data in very poor connectivity situation	5	
		Plan to restore service in case of PDA going defective	5	
		Plan to restore service in case of PDA being lost	5	
4	Demonstration of Application	The application both PDA & Server software are to be demonstrated to the NIELIT Panel as per the guidelines provided below **	30	30
5	Technical Evaluation	The agency should be prepared to respond to technical queries of the expert panel and also to submit design details of the demonstrated software, if asked for	30	30
<b>Total Marks</b>				<b>100</b>

**\*\* DEMONSTRATION OF APPLICATION:**

The agency need to demonstrate both the major components, Web based Server application and Android based PDA application and intervention-free data exchange between them.

**a) WEB based Application:**

1. Entry & modification of Master data containing both text & image data.
2. Creating & maintaining operational hierarchical structure for field staff, supervisor/senior who will handle PDA devices
3. Demonstrating the change in master data getting reflected into PDA devices without any manual intervention and only incremental data will flow to reduce data traffic
4. Compartmentalization of jurisdiction of field staff based on geographical location

5. The application must have concept of data partitioning so that each PDA contains the Data pertaining to its own geographical territory. This is to ensure that each PDA contains a subset of master records to conserve storage area in PDA and data bandwidth.
6. Data collected by field staff thru' PDA devices & then collated at the Server, must be viewable in the web based application and/or PDA application.

**b) PDA Application:**

1. The PDA application should be able to handle data in multiple electronic forms
2. The data from PDA devices must flow to the Server without any manual intervention.
3. The operational hierarchy defined in the Server software should be reflected to the PDA software. The records entered/modified by field staff should automatically propagate to the PDA devices of his supervisor/senior.
4. The PDA application should be designed & implemented in such a way that the user can't access any other application available in the PDA other than the proposed PDA application
5. The PDA application should be designed in such a fashion that if it is copied to any unauthorized PDA for use, will not work.
6. Data should be transferred from PDA to Server from any place in India even with poor quality of connectivity.

**6. Terms and Conditions**

- 6.1. Empanelled Vendors are allowed only for providing software solution and in no case they will be allowed for supply of hardware related to this project.
- 6.2. EOI empanelment is only for development of PDA governance applications as per scope defined in section 3 and none other than that.
- 6.3. The project will be treated as "completed" only
  - 6.4.1. User acceptance testing (UAT) / Factory acceptance test (FAT) is completed
  - 6.4.2. Handover to the NIELIT is being done and Source code of the project along with detailed documentation and IPR is being transferred to NIELIT.
  - 6.4.3. In case of customization of existing application, the source code and IPR will only be limited only to the customization done for NIELIT and will need to be handed over.
  - 6.4.4. Outsourcing of the PDA governance applications not allowed.
  - 6.4.5. The empanelled agencies must ensure back end software services offered by them are security audited and gets security certification from STQC.
  - 6.4.6. EOI empanelled companies must sign Non-Disclosure Agreement (NDA) (Annexure B) with NIELIT.
  - 6.4.7. Force Majeure: For the purpose of this clause, 'Force Majeure' shall mean an event that is unforeseeable, beyond the control of the parties and not involving the parties' fault or

negligence. Such events may include acts of the Government either in its sovereign or in its contractual capacity, war, civil war, insurrection, riots, revolutions, fire, floods, epidemics, quarantine, restrictions, freight, embargoes, radioactivity and earthquakes. There are some of the illustrated examples but may not be considered exhaustive and may include other unforeseen contingency apart from those specified above, which may be considered as such by the Competent Authority. The empanelled Agency shall not be liable if the delay in the discharge of its obligations under this agreement is the result of an event of Force Majeure as defined above.

If a Force Majeure situation arises the empanelled Agency shall promptly notify the concern department in writing of such conditions and the cause thereof. Unless otherwise directed by concern department in writing, the empanelled Agency shall continue to perform its obligations under this Agreement, as far as it is reasonably practical and shall seek all reasonable means of performance not prevented by the Force Majeure event.

6.4. NIELIT Kolkata reserved rights to empanel more vendors at any time, depending on the requirement.

## **7. Guidelines**

7.1 Any Government departments and local governance bodies who wish to develop PDA application should route their requirements/proposal to NIELIT with a draft concept. Additional Presentation / Prototype of the idea will be appreciated.

7.2 NIELIT will prepare a panel of vendors based on merit of idea and Evaluation Criteria mentioned in section 4 & 5 and financial bid will be imitated later on as per requirement.

7.3 NIELIT may sponsor the application once it is approved by evaluation team.

## **8. Contact Details**

Email ID :

Contact Person :

Mobile No :

Phone No :

## Annexure A

Expression of Interest form for PDA Application Developer, NIELIT Kolkata

**1. Agency / Company Name**

**First name**

**Last Name**

**2. Your Contact Details** (You must complete at least line 1 and 2 and the post code)

Office / Workplace address

	Post code	
Phone	Mobile phone	
3. Application Details	Platform	User & Contract

**4. Documents**

Profile of the Agency / individual in maximum 500 words (Attach on different paper sheet)

Details of the top 5 applications and where it is used (Attach on different paper sheet)

Details of clients if any (Attach on different paper sheet)

**\* Note:** EOI applicant may attach separate sheets to elaborate more information in Annexure A.



## **ANNEXURE B:**

### **NON-DISCLOSURE AGREEMENT**

This ("Agreement") is made and entered into \_\_\_\_ day of \_\_\_\_ month \_\_\_\_ year (effective date) by and between NIELIT Kolkata and \_\_\_\_\_

(Agency). Whereas, NIELIT Kolkata and Agency have entered into an Agreement ("Agreement") \_\_\_\_\_ Effective \_\_\_\_\_ for

\_\_\_\_\_ ; and whereas, each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, ("CONFIDENTIAL INFORMATION").

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. **Definitions.** As used herein:

1.1 The term "Confidential Information" shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document knowhow, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to the disclosing party's data, computer database, products and/or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the Department's Information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.

1.2 The term, "NIELIT Kolkata" shall include the officers, employees, agents, consultants, contractors and representatives of Department.

1.3 The term, "Agency" shall include the directors, officers, employees, agents, consultants, contractors and representatives of Company, freelance developer, students, and research associates.

- 2 **Protection of Confidential Information.** With respect to any Confidential Information disclosed to it or to which it has access, Agency affirms that it shall:
  - 2.1 Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein;
  - 2.2 Not to make or retain copy of any commercial or marketing plans, citizen/users/persons/customers database, Proposals developed by or originating from Department or any of the prospective clients of Department except as necessary, under prior written intimation from Department, in connection with the Project, and ensure that any such copy is immediately returned to Department even without express demand from Department to do so;
  - 2.3 Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and
  - 2.4 Return to the other party, or destroy, at Department's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or (ii) the request of the other party therefore.
  - 2.5 Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between Department and Agency or the nature of services to be provided by the Agency to the Department.
- 3 **Onus.** Agencies shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions.
- 4 **Exceptions.** These restrictions as enumerated in section 1 of this Agreement shall not apply to any Confidential Information:
  - 4.1 Which is independently developed by Agency or lawfully received from another source free of restriction and without breach of this Agreement;
  - 4.2 After it has become generally available to the public without breach of this Agreement by Agency / Individual; or
  - 4.3 Which at the time of disclosure to Agency was known to such party free of restriction and evidenced by documentation in such party's possession; or which Department agrees in writing is free of such restrictions.
  - 4.4 Which is received from a third party not subject to the obligation of confidentiality with respect to such Information.

- 5 **Remedies.** Agency acknowledges that (a) any actual or threatened disclosure or use of the Confidential Information by Agency would be a breach of this agreement and may cause immediate and irreparable harm to NIELIT; (b) Agency affirms that damages from such disclosure or use by it may be impossible to measure accurately; and
- (c) Injury sustained by NIELIT may be impossible to calculate and remedy fully. Therefore, Agency acknowledges that in the event of such a breach, NIELIT shall be entitled to specific performance by Agency of Agency's obligations contained in this Agreement. In addition Agency shall indemnify Department of the actual and liquidated damages which may be demanded by Department. Moreover, Department shall be entitled to recover all costs
- (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Agency.
- 6 **Need to Know.** Agency shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.
- 7 **Intellectual Property Rights Protection.** No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.
- 8 **No Conflict.** The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
- 9 **Authority.** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
- 10 **Dispute Resolution.** If any difference or dispute arises between the Department and the Agency in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred to the Director, NIELIT Kolkata.
- 10.1 The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration & Conciliation Act, 1996 & amendments thereof.
- 10.2 The place of arbitration shall be Kolkata.
- 10.3 The arbitrator's award shall be substantiated in writing and binding on the parties.
- 10.4 The proceedings of arbitration shall be conducted in English language.
- 10.5 The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.
- 11 **Governing Law.** This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at Kolkata, India only.
- 12 **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral

and written, representations and under standings among the parties with respect to the subject matter hereof.

- 13 **Amendments.** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
- 14 **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 15 **Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.
- 16 **Waiver.** If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
- 17 **Survival.** Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.
- 18 **Non-solicitation.** During the term of this Agreement and thereafter for a further period of two (2) years Agency shall not solicit or attempt to solicit Department's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to Department with any employee and/or consultant of the Department who has knowledge of the Confidential Information, without the prior written consent of Department. This section will survive irrespective of the fact whether there exists a commercial relationship between Agency and Department.
- 19 **Term.** Subject to aforesaid section 17, this Agreement shall remain valid up to ..... Years from the "effective date".

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

For NIELIT Kolkata,

For Agency