


## NOTICE INVITING TENDERS (NIT)

1. Online bids are invited under Two Stage Bid System for **Supply of Web-Enabled Exporters'-Importers' Directory and Indian Trade Journal (ITJ) in Soft-Form** at Directorate General of Commercial Intelligence & Statistics Ministry of Commerce & Industry, 565, Anandapur, Ward No. 108, Sector- 1, Plot No. 22, ECADP Kolkata – 700107
2. Tender documents may be downloaded from DGCI&S website <http://www.dgciskol.gov.in/> (for reference only) and CPPP site <http://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under.

Published Date	07.09.2021
Bid Document Download Start Date	07.09.2021
Bid Submission Start Date	07.09.2021
Bid Document Download End Date	27.09.2021
Bid Submission End Date	27.09.2021
Bid Opening Date	28.09.2021

3. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Tenderers/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>'.
4. Tenderer who has downloaded the tender from the DGCIS website <http://www.dgciskol.gov.in/> and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, <https://eprocure.gov.in/epublish/app> shall not tamper/modify the tender form including downloaded price bid template in any manner.
5. Intending tenderers are advised to visit again DGCIS website <http://www.dgciskol.gov.in/> and CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

  
Subhankar Pramanik  
(Assistant Director & HO)

# **Tender Document**

**Tender/Request for Proposal (RFP) for Web-Enabled Exporters'-  
Importers' Directory and Indian Trade Journal (ITJ) in Soft  
Form**

for

DGCI&S, Kolkata

Govt. of India  
Directorate General of Commercial Intelligence & Statistics  
Ministry of Commerce & Industry  
565, Anandapur, Ward No. 108, Sector- 1, Plot No. 22, ECADP  
Kolkata – 700107

## **A. IMPORTANT NOTE FOR BIDDERS**

- 1) Directorate General of Commercial Intelligence and Statistics (DGCI&S) invites sealed tender offers from eligible, reputed entities for Request for Proposal (RFP) to develop web enabled Indian Trade Journal (ITJ) and Exporters'-Importers' Directory.
- 2) DGCI&S will not take any responsibility for delay, loss or non-receipt of documents/tenders sent by post.
- 3) The general terms & conditions of the project are to be enclosed separately in the technical bid document.
- 4) All costs and expenses incurred by Bidders in any way associated with the development, preparation, and submission of their responses to the RFP will be borne entirely and exclusively by the Bidder and DGCI&S shall not liable for any costs and/or expenses in relation to responses to the RFP.
- 5) Each Bidder acknowledges and accepts that DGCI&S may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of organizations, not limited to those selection criteria set out in this document.
- 6) The issuance of document is merely an invitation to offer and must not be construed as any agreement or work order or arrangement nor would it be construed as material for any investigation or review to be carried out by a Bidder.
- 7) No binding legal relationship will exist between any of the Bidders and DGCI&S until execution of a definitive legal agreement.
- 8) Any form of canvassing/lobbying/influence/cartelization, etc. by the Bidder may result in disqualification of such Bidder.
- 9) A Bidder will, by responding to DGCI&S's RFP document, be deemed to have fully read, understood and accepted all the terms as stated in this RFP document.
- 10) Bidders should notify DGCI&S of any error, omission, or discrepancy found in this document.
- 11) Willful misrepresentation of any fact within the Bid will lead to the cancellation of the definitive agreement, without prejudice to the other actions that the Company may take.
- 12) All responses received after the due date/time would be considered late and would be rejected.
- 13) It will be a two-stage bidding process. Technical bids will be opened first. Financial bids will be opened only for those who qualifies in the technical bid.
- 14) The proposal should be valid for a minimum period of 30 days.
- 15) For any clarification, interested vendors may contact Ms. Lopa Banerjee, Joint Director, DGCI&S on telephone no. (033)24434055 [extn-317] on any working day.
- 16) The technical criteria for the bidders and the bid format may be seen at Annexure I.

## **B.BRIEF DESCRIPTION OF THE SOFTWARE APPLICATIONS NAMELY (I) EXPORTERS'-IMPORTERS' DIRECTORY AND (II) INDIAN TRADE JOURNAL (ITJ)**

### **(I)DESCRIPTION OF EXPORTERS'-IMPORTERS' DIRECTORY**

Harnessing and processing information has always been a great challenge and more so with regard to foreign trade sector which is rapidly changing both at national and international level. In publishing trade directories, the Directorate General of Commercial Intelligence and Statistics, under the Ministry of Commerce & Industry, Govt. of India is fulfilling the commitment of its role as a provider of information for facilitating free flow of trade and commerce between India and the rest of the world apart from fulfilling the requirement of diverse sections of the society interested in foreign trade.

The information with regard to the exporter and importer is a critical input in business planning for many business houses, banks and financial institutions, policy makers including academic and research institutes etc. This Directory is also to complement the fiscal and monetary efforts of the Government of India to boost exports and minimize imports in view of the overwhelming importance of exports and imports in the overall scheme of economic development and growth.

There are two sets of information published in the directory viz 1. Firm profile of exporter and importer and 2. Product profile of exporter and importer. The firm profile contains the details of contacts of the firm such as address, telephone, e-mail, fax, website, contact persons; IEC no. etc. With regard to address field, depending upon the response of the firm, in some cases more than one address has been mentioned. In the address field, the state, city has been mentioned with other details. The product profiles contain the different item(s) of export/import with the corresponding ITC (HS) Code(s). A database of exporters and importers reflecting the address and item profiles has to be built along with the creation of the facility to run a script to update the master table.

### **(II) DESCRIPTION OF INDIAN TRADE JOURNAL (ITJ)**

In order to keep the Indian trading community informed about the latest business opportunities in India and abroad, the Directorate General of Commercial Intelligence & Statistics (D.G.C.I. & S.) brings out the Indian Trade Journal, a weekly publication. It is brought out every Wednesday. This is a journal for publication of tenders of all government of India/State Governments departments/organizations and Public Sector Undertakings. The Journal is being published since 1906. Currently, the printing of the Journal has been discontinued; only the e-version is published. For export promotion, the I.T.J. incorporates news capsules on policies, both Indian and Foreign, affecting India's foreign trade. As a part of the trade promotion activities, the Indian Trade Journal also publishes various informative sections every week that are of interest to the commercial world, including 'Focus on International Trade', 'Commodity Exim Update' and 'From our Embassies Abroad'.

The primary language of the project should be in English. However, the front end should be in both English and Hindi language. At the back end, it should be able to read and edit certain Hindi language content. The data in the database will be stored in English language.

## **C. SCOPE OF WORK IN (I) EXPORTERS'-IMPORTERS' DIRECTORY AND (II) INDIAN TRADE JOURNAL (ITJ)**

### **(I)SCOPE OF WORK IN EXPORTERS'-IMPORTERS' DIRECTORY**

The Directorate General of Commercial Intelligence and Statistics, Kolkata, under Ministry of Commerce and Industry, requests proposals for providing Development and Annual Maintenance Contract (AMC) for a software named Web-Enabled Trade Directory of Importers/Exporters. The purpose of the Web-Enabled Trade Directory of Indian exporters and importers is to disseminate useful firm-wise trade information to Commercial Attaches of the Indian Embassies/High Commissions/Consulates, foreign exporters, domestic buyers/importers, academicians, policy practitioners and the general public, of internationally traded merchandise. Such micro-level, firm information (names, addresses, IEC, ITC/HS code, Traded Commodity Descriptions) of willing traders is to be published on the website and has to be searchable by Importers-Exporters Code (IEC), Name, ITC-HS Code and Item Description. This information is to be used by the trading community for promotion of trade and related activities which otherwise may not be available.

The said service provider shall need to develop and implement AMC for end-to-end web-enabled solutions for smooth and seamless functioning of the Trade Directory application. The proposal, should be inclusive of the following:

- i) Building and Maintenance of the dedicated portal/application in the existing web platform called Web-Enabled Trade Directory of Importer/Exporter.
- ii) Development of features like
  - Search functionality (front-end features) in Traders' Directory by Name, IEC, ITC-HS Code, Item Description
  - Feedback (front-end features) for website visitor, Register with Us and Contact us tab
  - Digital Count
  - Downloading of output report in PDF format
  - Uploading of IEC certificate etc. in different formats like PDF, JPEG, PNG, GIF, MS-Word (backend updation: only for internal records, not for public viewing to maintain confidentiality of the traders)
  - View of back-end "Feedback" and "Contact us" entries at admin end
  - Creating Excel format of back-end data for amenability to data analysis, creation of administrative reports
  - Access to the updated Source Code, User-Document and Software Requirement Specification (SRS) and System Design Document (SDD)

- Taking Excel downloads from Admin end for every section/panel, including date-wise Excel downloads including generation of administrative reports for maintenance
- Auto uploading of data for approval after entry
- Auto uploading of data to live server after approval
- Meta-data to be updated
- Back-up and deletion procedures
- Provision for periodical uploading of data by DGCI&S after approval to reduce turnaround time(TAT)
- Admin panel downloads(backend access) in Excel between dates
- Provision for listing details of visitors' IP (feedback for website visitor) in separate backend panel with due diligence and adherence to data privacy laws ( including 'Disclaimer' and permission for using public email ID for using Google Analytics)
- Full list of Traders on the basis of trader type ITC-HS CODE wise traders' list (multiple chapter at a time)
- No. of customers to be updated and inserted at a particular period
- Maintaining of live server database only for data insertion, edit and retrieval for reporting purpose. (faster execution)
- Detailed customer visit report
- Code and URL optimization of existing online directory for a more agile, portal
- Full manpower & other support services to DGCI&S for successful enabling of the information flow of the Web-Enabled Trade Directory of Importer/Exporter.
- Sharing login credentials to DGCI&S officers/staff and providing training to DGCI&S officials for the operation of the system for initiating tenders.

## **(II)SCOPE OF WORK IN INDIAN TRADE JOURNAL (ITJ)**

Creation of a database of tenders is required reflecting the name of the tenderer organization, tender subject matter/details and publication date and also tender closing date. The database should be of two categories. 1. Current Tenders & 2. Archived Tenders. Tenders whose closing dates have not passed should be reflected in the 'Current Tenders'. Tenders whose closing dates have passed should be reflected in 'Archived Tenders'. A tender featuring initially in the 'Current Tenders' should move to 'Archived Tenders' after the passing of the closing date automatically, without any manual intervention. Current tenders should scroll vertically in the tender window. Tenders can be both in English as well as in Hindi language and in "pdf" format/version only. Tender ID has to be created based on Organization/Tender Subject and Dates(Published and Closing).

- A database of Articles, category-wise both in frontend and backend, has to be created. The database should be of two categories. 1. Current Articles & 2. Archived Articles. Current articles are those published in the relevant week. Current Articles should automatically move to Archived Articles without any manual intervention after the relevant week of publication is passed. Current articles should blink in the

Article window.

- Transfer of existing tenders and articles to the relevant new master databases should be reflected both at backend and frontend.
- Availability of a search engine in the 'Archived Article' section has to be made:
  - By category (drop down)
  - By published date
- A combination of the two should be able to open a particular article. Also, there should be one string search option, whereby people can type keywords to get the relevant search results.
- Availability of search engine in the 'Current Tender' section should be available by the following metrics:
  - By Organization
  - By Tender Subject
  - By Tender Publication date
  - By Tender Closing date
- A separate tab has to be provided for issuing corrigendum with ID of the original Tender.
- A section in FAQ describing the users about the procedure to be followed by them to get their tenders published and a separate ITJ Manual are to be included.
- A section has to be developed in the frontend for giving user feedback and also a panel at the backend for storing those feedbacks, searching them by date/tender ID and generating analytical reports.
- A backend panel has to be maintained for verification of credentials and activation/disablement of user access.
- At the backend, all tenders received in hard copy, fax, scan and e-mail have to be converted into soft copy with editable version. After editing, they again have to be converted to pdf version and uploaded to server.

#### **D. APPLICATION SOFTWARE MAINTENANCE FOR EXPORTERS'-IMPORTERS' DIRECTORY AND INDIAN TRADE JOURNAL (ITJ)**

The new application software for both the software (Exporter's-Importers' directory and ITJ) will be maintained by the vendor for one year after the same is operational successfully. **The software should be open source (both front-end such as HTML, CSS , JavaScript & back-end like MySQL, PHP, Python etc.) for better efficiency, scalability, runtime and security.** This period is to be treated as warranty period on the developed modules that includes but is not limited to trouble free running, fixing of problems and minor changes with respect to website layout/presentation. Such warranty period maintenance/modification/subsequent debugging etc. should be part of the development process only. During this period as also in the subsequent maintenance periods, provisions should be made for up-dation of Meta data, generation of administrative reports, keeping back-up with option for deletion of records.

Vendor will quote separately in the price bid for yearly maintenance for 03 years after the expiry of warranty period.

## **E. PROJECT DOCUMENTATION**

The vendor shall submit an SRS (Software Requirement Specification) within 07 working days from the date of awarding the contract. The successful bidder has to create and document the project for submission at the end of the project both in printed form as also in the soft form. All the programmes and methodology used in the project are to be submitted so that it may be maintained and modified and subsequently by DGCI&S. The vendor will submit the following documents after completion and during handover of the system:

- Source Code of the Projects
- System Design Documents
- User Operational Manuals

The updated Source Codes, System Design Documents (SDDs) and User Operational Manual will be the property of DGCI&S.

## **F. TRAINING**

The selected bidder will provide training to staff and officers engaged in the work. Theonus of preparing the training material will be on the selected bidder and developer. The material prepared by the service provider/vendor will be related to using the application features, database administration and its maintenance for the officers and staff directly engaged and involved in the performance of work using the applications.

The training is to be given by the vendor within 15 days of completion/handover of the project:

- 4 days for 05 persons at management level (2 days each for two applications)
- 4 days for 10 persons at operational level (2 days each for two applications)

Further training shall be provided to the officers and staff engaged in house-keeping and maintenance of the application as well as the users when the application is modified/updated.

## **G. PROJECT SPECIFIC TERMS AND CONDITIONS**

- The Source Codes along with all formal documentation mentioned such as System Design Documents (SDDs) and User Operational Manual will be the property of DGCI&S.
- The vendor will prepare a Software requirement specification (SRS) document and obtain the approval of DGCI&S on it within 07 working days from the date of awarding the contract.
- The work has to be completed and handed over to DGCI&S within a period of 02 months (60 days) from the date of awarding the contract.
- The vendor will be bound by the requirement of preparation and handing over of



project documentation, imparting relevant training and one year of free warranty period after successful operation.

- Any products supplied by the vendor must be guaranteed against any defects and should provide time to time operational maintenance support at site. Necessary guarantee certificates shall accompany the supplies. The vendor shall be liable to rectify any defect that may be found in the equipment supplied by him free of cost.
- DGCI&S reserves the right of cancellation of the tender, wholly or partly, without mentioning any reasons for the same.

- **End of Sales/ End of support**

The Vendor has to ensure that any application, related software supplied / put to use as part of this RFP should not have reached end of support. In the event if any equipment/ software supplied / put to use by the vendor reaches end of support, within the contract period from the date of use, the vendor has to replace the equipment/ software at no additional cost to DGCI&S before end of support.

- **Earnest Money Deposit (EMD) /Bid Security**

Bidders are required to submit an Earnest Money Deposit (EMD) for Rupees 10,000 (Rupees Ten Thousand only) by way of Bank Guarantee issued in favour of Director General, DGCI&S, Kolkata valid for 180 days from the last date of submission of the bid along with Technical Offer. The Bank Guarantee should be of a Scheduled Commercial Bank only. Offers made without the Earnest Money Deposit will be rejected.

The amount of Earnest Money Deposit would be forfeited in the following scenarios:

- In case the Bidder withdraws the bid prior to validity period of the bid and after last date of submission of the bid for any reason whatsoever;
- In case the successful Bidder refuses to accept and sign contract within 1 month of issuance of contract order/letter of intent for any reason whatsoever; or
- In case the successful Bidder fails to provide the performance guarantee of 10% of contract value within 45 days from the date of issuance of Purchase Order by DGCI&S or signing of the contract, whichever is earlier, for any reason whatsoever, the EMD will be forfeited.

EMD/Bank Guarantee should not be included with Technical or Commercial bid. It should be in separate cover to be handed over to DGCI&S.

- **Performance Guarantee**

The successful vendor shall provide a Performance Guarantee within 45 days from the date of receipt of the order or signing of the contract whichever is earlier to the extent of 10% of the total contract value for the entire period of contract and such other extended period as DGCI&S may decide for due performance of the project obligations. The guarantee should be of that of a Scheduled Commercial Bank only. If the Performance guarantee is not submitted within the stipulated time, DGCI&S reserves the right to cancel

the order / contract and the earnest money deposit taken from the vendor, will be forfeited

In the event of non-performance of obligation or failure to meet the terms of this RFP DGCI&S shall be entitled to invoke the performance guarantee without notice or right of demur to the vendor.

The project will be deemed complete only when all the solutions contracted for by DGCI&S are delivered in good condition, installed, commissioned, implemented, tested and accepted along with the associated documentation and training provided to DGCI&S's employees in compliance with the terms of this RFP and as per the requirements of the contract executed between DGCI&S and the selected bidder and the acceptance criteria defined in this document is met.

The bid security (EMD) would be returned to the successful Bidder after the submission of the performance guarantee.

- **Price**

The Bidder is requested to quote in Indian Rupee (INR). The prices and other terms offered by vendors must be firm for an acceptance period of 180 days from the opening of the commercial bid.

The prices quoted by the vendor shall be all inclusive, that is, inclusive of all taxes, duties; levies etc. except GST (wherever applicable) which will be paid extra. The Vendor is expected to provide a breakup of the taxes in the commercial bid format. There will be no price escalation during the contract period and any extension thereof. Bid submitted with an adjustable price quotation or conditional or vague offers, without conforming to these guidelines will be treated as non-responsive and will be rejected. Any products / services not proposed to be provided by the Vendor will result in the proposal being incomplete, which may lead to disqualification of the Vendor.

Terms of payment as indicated in the Purchase Contract that will be issued by DGCI&S to the selected Vendor will be final and binding on the vendor and no interest will be payable by DGCI&S on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, Terms of payment as indicated in the Purchase Contract will prevail.

- **Payment Terms**

- 50% of the project cost will be released post successful implementation of project.
- 25 % of the project cost will be released provided all documents are handed over and satisfactory training is imparted by the vendor regarding use of the software.
- 25% of the project cost will be released after the completion of the warranty period.

However other Payments (AMC) will be released on the actual basis quarterly.

There shall be no escalation in the prices once the prices are fixed and agreed to by DGCI&S and the selected bidder. Payment will be released by DGCI&S as per above payment terms on submission of relevant documents.

The commercial bid submitted by the bidder must be in conformity with the payment terms proposed by DGCI&S. Any deviation from the proposed payment terms would not be accepted. DGCI&S shall have the right to withhold or deduct any payment due to the selected bidder, in case of delays or defaults on the part of the selected bidder.

- **Evaluation Methodology**

A two-stage process is adopted for selection of the vendor:

Stage 1: Eligibility cum Technical Bid

Stage 2: Commercial Bid Evaluation

During evaluation of the Tenders, DGCI&S, at its discretion, may ask the Vendor for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted. DGCI&S reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of DGCI&S shall be final and binding on all the vendors.

Eligibility criterion for the Vendor to qualify this stage is clearly mentioned in **Annexure I & II**. The vendor would need to provide supporting documents as part of the eligibility proof. Only those vendors who qualify in the Eligibility cum Technical Bid would be short-listed for Commercial Bid Evaluation. Bids should be submitted in the format as given in **Annexures II & III**. A declaration as given in **Annexure IV** should be submitted without which bid would be liable for rejection.

## **H.GENERAL TERMS & CONDITIONS**

The vendor is expected to adhere to the terms of this RFP document and no deviations to the same would be accepted, unless expressly overridden by the specific agreement to be entered into between the DGCI&S and the vendor.

### **No liability**

All employees engaged by the Service Provider shall be in sole employment of the Service Provider and he shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall DGCI&S be liable for any payment or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the Service Provider. Any software package (open source or otherwise) used by the vendor should be licensed version and not pirated version.

DGCI&S shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third-party software or modules supplied by the Service Provider as part of this Agreement.

Under no circumstances shall DGCI&S be liable to the Service Provider for direct, indirect, incidental, consequential damages arising from termination of this project.

### **Termination of Contract**

DGCI&S shall have the option to terminate any subsequent agreement and / or any particular order, in whole or in part by giving Vendor at least 90 days prior notice in writing. It is clarified that the Vendor shall not terminate the subsequent Agreement for convenience.

DGCI&S shall have the option to terminate subsequent agreement, if Vendor breaches any of its obligations set forth in this RFP and any subsequent agreement and such breach/Non conformity of the Deliverables or Services with the terms and Specifications of the RFP is not cured within thirty (30) Working Days after DGCI&S gives written notice.

In the event of a termination of the Contract by DGCI&S, it shall impose the liquidated damages. In the event of DGCI&S communicating its intention to terminate the Contract, selected bidder shall continue to render such Services as it is required to under this RFP/bid and subsequent Contract, until such time that DGCI&S indicates that it has been able to make alternative arrangements for the provision of such Services.

### **Guarantees**

Bidder shall guarantee that the Services/software/solution and allied components used to service DGCI&S are licensed and legal. All hardware and software must be supplied with their original and complete printed documentation. The Bidder also undertakes to keep all the licenses in force till the expiry of the contract period by renewing them as and when necessary.

### **Force Majeure**

The Selected Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if any, to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. Notwithstanding the above, the decision of DGCI&S shall be final and binding on the Selected Bidder.

### **Resolution of Disputes**

DGCI&S and the selected bidder shall make every effort to resolve amicably, by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract. If they are unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution through formal arbitration.

### **Arbitration**

Any dispute, controversy or claims arising out of or relating to this RFP/ subsequent contract, its validity, breach while carrying out of the work whether during the progress of the work or after the completion or termination thereof, shall be settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 and shall be referred to arbitration by a sole Arbitrator to be appointed by the Parties. The place of arbitration shall be at Kolkata. The arbitral procedure shall be conducted in English and any award or awards shall be rendered in English.

### **Governing Law and Jurisdiction**

This RFP and subsequent agreement with the Selected Bidders shall be governed and construed in accordance with the laws of India and courts in Kolkata will have the exclusive jurisdiction to determine the issues arising out of this RFP.

### **Service Level Agreement**

The selected vendor shall execute Service Level Agreement (SLA), which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by DGCI&S shall be executed within two months the date of acceptance of letter of appointment or as intimated by DGCI&S. The stamp duty or any other associated charges to execute the above-mentioned document shall be borne by the successful bidder.

### **Penal Provision**

DGCI&S expects that the selected bidder completes the scope of the Project within the timeframe specified. Inability of the selected bidder to either provide the requirements as per the scope or to meet the timelines as specified would be treated as breach of contract and would invoke the penalty clause. DGCI&S at its discretion may apply this rule to any major non-delivery, non-adherence, non-conformity, non-submission of agreed or mandatory documents as part of the Project.

Thereafter, at the discretion of DGCI&S, the contract may be cancelled. DGCI&S also has the right to invoke the Performance Guarantee, Penalty Clause on delay which is not attributable to DGCI&S and is attributable to the selected Bidder.

The amount of penalty that may be levied pursuant to clause above shall be determined by DGCI&S which shall not exceed 10% of the Total Contract value.

### **Set Off**

Without prejudice to other rights and remedies available, DGCI&S shall be entitled to earmark, set-off or adjust any amounts due to DGCI&S, under any clause of the RFP, from the selected bidder against payments due and payable by DGCI&S to the selected bidder/Service Provider for the services rendered.

The provisions of this Clause shall override all other clauses and shall survive the termination of this Agreement.

### **Information Ownership**

All information processed, stored, or transmitted by equipment belongs to DGCI&S. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

### **Confidentiality**

The vendor(s) shall not, disclose any proprietary or confidential information relating to the Software to any person without the prior written consent of DGCI&S.

### **Contract Termination**

Termination for Default : DGCI&S may, without prejudice, to any other remedy for breach of contract, by written notice of default sent to the vendor/contractor, terminate the contract in whole or in part if :

- a) The qualified Bidder fails to deliver any or all of the obligations within the time period(s) specified in the contract, of any extension thereof granted by DGCI&S.
- b) The qualified Bidder fails to perform any other obligation(s) under the contract.

### **Termination for Insolvency, Dissolution etc.**

DGCI&S may at any time terminate the contract by giving written notice to the Contractor without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of company, provided that such termination will not prejudice or affect any right of action or remedy which has accrued thereafter to DGCI&S.

### **Termination for Convenience:**

DGCI&S reserves the right to terminate by prior written notice, the whole or part of the contract. The notice of termination shall specify that termination be for DGCI&S's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.

**Sub-contracting:**No sub-contracting is allowed.

**Eligibility Criteria for Bidders**

**Eligibility Criteria**

- a) Registration/Incorporation Certificate in support of Company.
- b) Balance sheet Proforma/Profit Loss statements for the last three financial years.
- c) All pages of the tender document (including Annexure-III) duly signed with office seal as a token of acceptance of our standard terms & conditions.
- d) Latest valid Income Tax Return
- e) Copy of PAN Card of the Proprietor of the firm/company and Goods and Service Tax (GST) Registration Number document.
- f) Trade License
- g) Not less than 03 years' experience of successful completion of projects of similar nature in government organisations/PSUs.

TENDERER

SEAL

**APPLICATION FORM – TECHNICAL BID**

**For Development and AMC of Day to Day Maintenance of software named Web-Enabled Trade Directory of Importer/Exporter and Indian Trade Journal (ITJ) in DGCI&S, Kolkata**

1. Name of Tendering Company/Firm/ Agency (Attach attested copy of Certificate of Registration). : \_\_\_\_\_  
\_\_\_\_\_
2. Name of Proprietor/Director of Company/firm/Agency. : \_\_\_\_\_  
\_\_\_\_\_
3. Full Address of Regd. Office : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No. \_\_\_\_\_  
FAX No. \_\_\_\_\_  
E-mail address \_\_\_\_\_

5. Full Address of Operating/Branch Office (Preferable Kolkata/local) : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No. \_\_\_\_\_  
FAX No. \_\_\_\_\_  
E-mail address \_\_\_\_\_

6. PAN/GIR No. (Attached attested copy) : \_\_\_\_\_
7. GST Registration No. : \_\_\_\_\_  
(Attach attested copy)

8. Financial turnover of the tendering Company/firm/Agency for the last 3 (three) Financial years : (Attach separate sheet, if space is insufficient)

Financial Year	Amount (Rs. Lacs)	Remarks, if any
2020-21		
2019-20		
2018-19		

(If the space I provided is insufficient, a separate sheet may be attached)

9. IT return (Attached attested copy)-----
10. Documentary proof of experience of minimum 03 years of successful completion of similar projects in government organisations/PSUs.
11. Additional Information, if any \_\_\_\_\_  
\_\_\_\_\_

Date:

Signature of authorized person  
Name:

Place:

Seal:



**Annexure-III**

Charges to DGCI&S, Kolkata including customisation, implementation and installation of the system with support services may be submitted in the following format:

<b><u>Sl. No.</u></b>	<b><u>Description of Work</u></b>	<b><u>Basic Rate (In Rs.)</u></b>		<b><u>Duties and Taxes (In Rs.)</u></b>			<b><u>Rate Inclusive of Duties and Taxes</u></b>
		<b><u>Development with warranty of 1 year , training &amp; documentation</u></b>	<b><u>AMC for next 3 years combined</u></b>	<b><u>GST/Taxes</u></b>	<b><u>Rate (Development &amp; AMC)</u></b>	<b><u>Amount</u></b>	
1.	Development & AMC of services for software named Web-Enabled Trade Directory of Importer/Exporter along with customisation of the system, handholding DGCI&S office on its functionalities and providing other required support services						
2.	Development & AMC of services for software named Indian Trade Journal (ITJ) along with customisation of the system, handholding DGCI&S office on its functionalities and providing other required support services						
<b><i>Total Rate exclusive of Duties &amp; Taxes .....</i></b> <b><i>(Amount in words.....)</i></b>							

TENDERER

SEAL

**DECLARATION**

1. I, \_\_\_\_\_ Son/Daughter/Wife of

Shri \_\_\_\_\_ Proprietor/Director/  
authorized signatory of the Company/firm/Agency, mentioned above, is competent to  
sign this declaration and execute this tender document.

2. I have carefully read and understood all the terms and conditions of the tender and  
undertake to abide by them.

3. The information/documents furnished along with the above application are true and  
authentic to the best of my knowledge and belief. I/we am/are well aware of the fact  
that furnishing of any false information/fabricated document would lead to rejection  
of my m tender at any stage besides liabilities towards prosecution under appropriate  
law.

Date:

Signature of authorized Person

Name:

Place:

Seal: