

NOTICE INVITING TENDERS (NIT)

1. Online bids are invited under Two Stage Bid System for **Design, Development and Maintenance for New Websites “Data Dissemination Portal, Data Analytics Dashboards** 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 DGCIS 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	12.11.2021
Bid Document Download Start Date	12.11.2021 (18:00 Hours)
Bid Submission Start Date	12.11.2021 (18:00 Hours)
Bid Document Download End Date	04.12.2021 (18:00 Hours)
Bid Submission End Date	06.12.2021 (12:00 Hours)
Bid Opening Date	07.12.2021 (15:00 Hours)

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.

(Biplab Sarkar)
Signature Not Verified
Digitally signed by BIPLAB SARKAR
Date: 2021.11.12 13:17:20 IST
Location: eProcure-EPROC



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

Phone: 033-24434055(Telephone)/033-24434051 (FAX)

Email: dg.dgcis@nic.in

Tender Document No: DGCIS/Dashboard/2013/2013/Vol-II

TENDER DOCUMENT

Subject: Notice Inviting Quotation (NIQ) for Design, Development and Maintenance for New Websites “Data Dissemination Portal, Data Analytics Dashboards”.

1. INTRODUCTION

- 1.1 Online bids are invited under Two Stage Bid System for Design, Development and Maintenance for New Websites “Data Dissemination Portal, Data Analytics Dashboards.
- 1.2 Tender documents may be downloaded from DGCIS website 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.

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- 1.4 Tenderer who has downloaded the tender document from the DGCI&S website 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.
- 1.5 Intending tenderers are advised to visit again DGCI&S website 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.
- 1.6 Interested bidders or its representative may be present at Directorate of Commercial Intelligence & Statistics (DGCI&S), 565, Anandapur, Ward No. 108, Sector- 1, Plot No. 22, ECADP, Kolkata – 700107 on the date of opening of bids. DGCI&S reserves the right to cancel any or all quotations without assigning any reason thereof.

2. BACKGROUND

Directorate General of Commercial Intelligence and Statistics (DGCI&S), Government of India, Ministry of Commerce and Industry have Foreign Trade Statistics System (FTSS) in Oracle 12c database, Oracle WEB Logic 11g Application Server through forms and reports to validate and process its Foreign Trade Data.

The main activities of DGCIS are collection, compilation, validation and dissemination of Foreign Trade data. As Foreign Trade involves both exports and Imports, to ease out the activities and distribute the workload, export and import data are processed / validated respectively by Export and Import Divisions.

The Foreign Trade data gets generated in customs locations and SEZs in the forms of Daily Trade Return (DTRs) form of Bills of Entry (BE) for Imports and Shipping Bills (SB) for Exports submitted by the Importers and Exporters respectively in various customs office and SEZs located all over India. The Daily Trade Returns (DTRs) that are being generated in customs/SEZs are part of these SBs and BEs and are received in DGCIS. Since DGCIS receives these data from the administrative records of CBEC and SEZs, the Foreign Trade data that are handled by DGCIS is of secondary nature.

The Daily Trade Returns (DTRs) from Customs are received in DGCIS in three different modes, namely, (i) electronic data interchange (EDI) mode through CBEC IECGATE Server, (ii) through e-mail/CD (non-EDI), and (iii) in hard copy in handwritten formats (manual mode). The DTRs from SEZs are received in DGCIS online through NSDL Server. Except for manual data, all other data are uploaded into the main server by EDP Division and separate dataset are maintained for export and import. The manual data are uploaded into the main server after offline data entry by the respective Divisions.

The Export and Import Divisions validate data at various levels. The level of processing depends upon the stages of publications, i.e. at Principal Level or at 8-digit commodity level. The scrutiny of trade data is done by the respective Export and Import Divisions after the data is uploaded into server. The manual DTRs which are received in Export/Import Divisions are batched and scrutinized for essential field entries before entering data offline.

Once the data for a month is validated, the Export and Import Divisions compile the data and generate reports for release of Foreign Trade Statistics mainly at two levels – Principal Commodity level and 8-digit disaggregated level. Such released data is then transferred to a separate server for disseminating the foreign trade data to the public.

3. Scope of Work

3.1 Pre-Bid Activities:

The prospective vendors are advised to go through the existing Foreign Trade Data Dissemination Portal (<http://ftddp.dgciskol.gov.in>), Data Analytics Dashboard ([http://www.eximanalytics.dgciskol.gov.in/dgcis/EXIM-Analytics#/home?_g=\(\)](http://www.eximanalytics.dgciskol.gov.in/dgcis/EXIM-Analytics#/home?_g=())) in order to have an idea about the magnitude and diversity of works to be done. At Present all these two portals are at different locations and were designed independently. DGCI&S is intended to combine these into one with two sub-modules. The new redesigned portal will be hosted on Directorate General of Commercial Intelligence and Statistics (DGCI&S) server on an appropriate Linux platform/Windows Server. The vendors need to verify the availability of infrastructure at DGCI&S. They need to suggest hardware/software requirements based on their visit at DGCI&S and assessment before submitting the tender. Vendor may visit the official website of DGCIS Kolkata <http://www.dgciskol.gov.in> as well as <https://commerce.gov.in/> to understand the activities carried out by DGCIS, Kolkata. The vendors are also advised to propose the functionalities that they would be able to provide in the website, apart from those which are specifically mentioned below. Any proposed functionality which DGCI&S finds useful will help them score in the technical bid.

3.2 Requirement Study:

The vendor will be expected to do a requirement study for the website, which when agreed upon by the DGCI&S, will form part of the Agreement to be signed with DGCI&S. The desired navigation structure, general functionalities and reference points for the design will be discussed with the successful Bidder prior to start of work. In this context, DGCI&S will also be open to design & development suggestions from the successful Bidder.

3.3 Information Collection:

The vendor will have to depute persons for collection of information from different divisions initially, apart from those that are available on the existing website. Once the website is commissioned, updation of the information will be the responsibility of the divisions. However, the vendor will be required to inform the Web Management Cell of DGCI&S about the updates that are required to be made during the maintenance period.

3.4 Scope of work for Dissemination Portal and EXIM Analytics dashboard:

The Export and Import Divisions validate data at various levels. The level of processing depends upon the stages of publications, i.e. at Principal Commodity (PC) Level or at 8-digit Commodity level. Once the data for a month is validated, the Export and Import Divisions compile the data and generate reports for release of Foreign Trade Statistics mainly at two levels – Principal Commodity (PC) level and 8-digit disaggregated level. Such released data is then transferred to a separate server which needs to be developed for disseminating the foreign trade data to the public/users.

Firstly, data need to be arranged in a proper way in the form of table for data query for:

The following parameters need to be fitted in Data Query:

1. Trade Type: Import/Export
2. Year: Financial Year/Calendar Year
3. Period of Months: FROM & TO
4. Currency: US(\$)/INR(₹)/Both
5. ITCHS CODE: 8-digit/6-digit/4-digit/2-digit
6. ITCHS Description
7. City Code
8. City Description
9. Port Code
10. Port Description
11. Brochure Code/PC Code
12. Brochure Description
13. State Code
14. State Description
15. District Code
16. District description

3.5 Compatibility

The site design must be cross-browser and cross-OS compatible up to the most recent browser / OS versions.

3.6 Functionalities Required:

The website will be based on a Web Content Management System (WCMS). Facility to update content by multiple users from anywhere through browser based administrative module using ‘What You See Is What You Get’ (WYSIWIG) editing tools allowing non-technical users to create and edit content.

- a) Separation of Design and Content : Content to be stored in the database and designed to be controlled by the use of cascading style sheet (CSS). Separate CSS for use with Internet Browsers.
- b) The Web Content Management System (WCMS) shall have the ability to expand a single implementation (one installation on one server) across multiple domains, depending on the server's settings.
- c) The Web Content Management System (WCMS) software shall be able to include plug-ins or modules that can be easily installed to extend the site's functionality.
- d) Web Content Management System (WCMS) system should support user Groups, allowing the administrator to control how registered users interact with the site. A page on the site can be restricted to one or more groups.
- e) The Web Content Management System (WCMS) site shall be able to create microsites/web portals within a main site as well.
- f) Web Content Management System (WCMS) software shall act as a Collaboration platform allowing content to be retrieved and worked on by one or many authorized users. Changes can be tracked and authorized for publication or ignored reverting to old versions. It shall allow multiple users to modify (or comment) a page at the same time in a collaboration session.
- g) Automated templates shall be provided which are customizable.
- h) Web Content Management System (WCMS) should allow administrator to set up rules for workflow management, guiding content managers through a series of steps required for each of their tasks.
- i) Admin section must be protected by username and password and using salted MD5 encryption. At database level password should be stored in encrypted format. User login to be done through already stored user IDs and Passwords combinations. After consecutive 3/4 wrong attempts a message like "Wrong User ID and or Password" should be sent to administrator through SMS and mail. Facility to login again may be given after 15 minutes of idle time.
- j) The Website shall facilitate online payments/payment gateways (through Direct Debit or Debit and Net Banking of multiple Banks) through the Portal. Provide interface and access to the external payment gateway for enabling the online payment services. Payment Gateway services should provide complete audit functionality for tracking and monitoring/reconciling the financial transactions taking place through Director General of Commercial Intelligence and Statistics (DGCI&S). In case of unsuccessful transactions, the Payment gateway should be able to refund the amount to the calling account.
- k) **The Bidder will provide an operational guarantee on the Web Content Management System (WCMS) designed and also provide free warranty support for one year after the launch of website/portal. All troubleshooting required would be the responsibility of the Bidder during the period.**

3.7 Programming & Database Features:

- a) Unlimited MySQL Database with JAVA My Admin Access
- b) Programming Language Common Gateway Interface (CGI), Fast CGI, PHP, Ruby on Rails, Perl, Python SSI.
- c) Programming Modules: Curl, Comprehensive Perl Archive Network (CPAN), and G D Library image Magic.
- d) System Management: SSH Access and Cron job Scheduling.
- e) SQL Server Database.
- f) IIS
- g) Microsoft ASP/. NET Framework

3.8 Control Panel Features:

- a) Latest cPanel, Control Panel.
- b) Website statistics AWStats, Webalizer Raw Log Manager Referrer and Error Logs.
- c) Password Protected Directories and Custom Error Pages. Web Based File Manager Hotlink Protection.
- d) IP Deny Manager, Redirect URL.

3.9 Security:

The website should allow secured socket layer. The website shall be security audited according to OWASP (Open Web application Security Project) application security verification standard.

3.10 Maintenance of the Portal and De-bugging:

Vendor has to do the maintenance of the Portal for a period of one year from the date of Commissioning of the website, which will include de-bugging of the website on their own as well as when reported. This maintenance will be considered part of the implementation process. On successful completion of the one-year period, the Vendor may be awarded the Annual Maintenance Contract for the website on payment basis, for which, the Vendor is expected to quote the rates separately in the Financial Bid.

3.11 Training:

Extensive training is to be provided to the officials of DGCI&S to handle the portal. Additionally, a separate training may be required for portal administrators.

3.12 Documentation:

The vendor shall submit an SRS (Software Requirement Specification) within not more than three weeks 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 DGC&S.

4. ELIGIBILITY CRITERIA

- 4.1 The bidder should be registered in India for providing similar services as desired in the tender. Necessary documentation such as Name, correspondence address with contact number and contact person of the firm along with its branch office details, if any, along with a copy of Registration certificate, PAN card along with GST number and certificate to be submitted.
- 4.2 The bidder should have been in the business of providing end-to-end web-based solutions, website development, website maintenance, website performance/website security and testing, web content management, and providing technical support for existing / newly developed websites; copy of the registration certificate of the company for at least two years. Necessary documentation in support thereof along with a brief background about the firm, and other staff strength along with their qualifications, experience, etc. should be submitted.
- 4.3 The bidder should have a valid ISO 9001:2015 or equivalent certification.
- 4.4 The bidder should have designed, developed, and maintained at least three websites of the level of complexity and functionality required for the DGC&S website. Necessary documentation with the URLs of three websites that have been designed by the bidder along with completion certificate from the customer and contact detail (email address and phone number) of the customer to be submitted.
- 4.5 An undertaking that the Agency has not been blacklisted by any Government Department/Autonomous bodies.
- 4.6 The firm should have the well qualified manpower's to carry out the project which will be evaluated during the Technical evaluation. The firm has to submit the undertaking (**Annexure-V**) of holding the well qualified and experienced manpower in different fields.

Failing any of the above conditions of the eligibility criteria, would render the bid as summarily-rejected.

5. INSTRUCTIONS TO TENDERERS

- 5.1** The tender is to be submitted in two parts comprising Part-I: Technical Bid & Part-II: Financial Bid. The Part-I (Technical Bid) should contain the **Earnest Money Deposit (EMD) as Bid Security of Rs. 500,00/- (Rupees Fifty Thousand only)** and statement showing compliance with the eligibility criteria/mentioned in the **Section 4** above. The part-II (Financial Bid) should contain only the financial quotation as per **Section 10**. The part-I (Technical Bid) will be opened in the presence of the tenderers or their authorized representatives on the date of tender opening and the Part-II (Financial Bid) shall be opened after evaluation of Part-I. The Part-II (Financial Bid) shall

be opened only for those tenderers who are found technically qualified to carry out the work, for which prior intimation shall be given indicating the date and time for opening of financial bid.

5.2 The EMD should be submitted to The Head of Office, Directorate of Commercial Intelligence & Statistics (DGCI&S), 565, Anandapur, Ward No. 108, Sector- 1, Plot No. 22, ECADP, Kolkata – 700107

5.3 Tenders received after due date/time (Late Bid) and without EMD shall be rejected.

5.4 The DGCI&S reserves the right to accept or reject any or all the offers without assigning any reason.

5.5 At any time, prior to the date of submission of bids, the DGCI&S, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may amend the bid document.

5.6 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.

6. PROJECT SPECIFIC TERMS AND CONDITIONS:

- 6.1 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.
- 6.2 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.
- 6.3 The work has to be completed and handed over to DGCI&S within a period of 03 months (90 days) from the date of awarding the contract.
- 6.4 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.
- 6.5 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.
- 6.6 DGCI&S reserves the right of cancellation of the tender, wholly or partly, without mentioning any reasons for the same.

7. TERMS & CONDITIONS

- 7.1 The period of contract shall initially be for a period of one year from the date of awarding the contract and extendable further for another one year on satisfactory performance with such amendments as may be mutually agreed upon and also subject to the necessary approval of the Competent Authority. However, DGCI&S also reserves the right to terminate the contract any time after giving 30 days' notice without assigning any reason thereof.
- 7.2 The Successful Bidder shall not, without DGCI&S's prior written consent, disclose the Contract, or any provision thereof, or any plan or information furnished by or on behalf of DGCI&S in connection therewith, to any person other than a person(s) employed by the Successful Bidder in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 7.3 The Successful Bidder shall permit DGCI&S to inspect the Successful Bidder's accounts and records relating to the performance of the Successful Bidder and to have them audited by auditors appointed by DGCI&S, if so, required by DGCI&S.
- 7.4 Within 21 days of receipt of the Notification of Award from DGCI&S, the Successful Bidder shall furnish Performance Security initially to DGCI&S for an amount of 10% of the total Contract Price valid up to 14 months from the date of Notification of Award. There after PBG shall be renewed, if required by DGCI&S for further renewed period of Contract.
- 7.5 Performance security shall be forfeited by DGCI&S in the event of Successful Bidder's failure to complete its obligations under the Contract or breach of contract conditions.
- 7.6 In the event of any contract amendment for the period of contract, the Successful Bidder shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security.
- 7.7 Inspection of Works and Services: DGCI&S or its representative shall have the right to inspect the works of the Successful Bidder to confirm their conformity to the Contract specifications at no extra cost to DGCI&S. DGCI&S may send a representative / group of representatives to the Successful Bidder premises for inspection of their works.
- 7.8 Delivery of the Works shall be made by the Successful Bidder in accordance with the requirement raised by DGCI&S.
- 7.9 The Successful Bidder's request(s) for payment shall be made to DGCI&S in writing, accompanied by an invoice describing, as appropriate, and upon fulfillment of other obligations stipulated in the contract.
- 7.10 Payment will be based on the rates quoted by the Successful Bidder in his price bid.
- 7.11 Payments shall be made promptly by DGCI&S to the Successful Bidder subject to verification & approval by DGCI&S.

- 7.12 In the event of excess release of funds to Successful Bidder, DGCI&S shall demand and recover from Successful Bidder such excess disbursements and Successful Bidder would be liable to refund the excess disbursements within a period of 10 days of ascertainment of final amount.
- 7.13 Taxes, if any, as applicable shall be deducted at source from all the payments made to the Successful Bidder. No variation in or modification of the terms of the Contract shall be accepted except by amendment issued by DGCI&S.
- 7.14 The Successful Bidder shall not assign, in whole or in part, its obligations to perform under the Contract, except with DGCI&S's prior written consent.
- 7.15 The Work covered by this Contract shall be completed as mentioned in this document. DGCI&S may also issue instructions to the Successful Bidder on time to time which shall also be complied.
- 7.16 In case of any default or delay in performing any of the contract obligations, DGCI&S reserves the right to recover the actual damages/loss from the successful bidder but in any case, total liability of the Successful Bidder under this contract shall not exceed total contract value/price.
- 7.17 If any dispute of any kind whatsoever shall arise between DGCI&S and Successful Bidder in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consultation.
- 7.18 If the parties fail to resolve, such a dispute or difference by mutual consent, within 7 days of its arising, then the dispute shall be referred by either party by giving notice to the other party of its intention to commence arbitration as hereafter provided, as to the matter in dispute, & no arbitration may be commenced unless such notice is given. Any dispute in respect of which a notice of intention to commence arbitration has been given above shall be finally settled by arbitration.
- 7.19 The Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees Fifty Thousands only) in the form of Demand Draft/ Pay Order drawn in favour of "Pay & Accounts Officer, DGCI&S, Kolkata" Payable at Kolkata, has to be sent to The Head of Office, Directorate of Commercial Intelligence & Statistics (DGCI&S), 565, Anandapur, Ward No. 108, Sector- 1, Plot No. 22, ECADP, Kolkata – 700107. The EMD should remain valid for a period of forty-five days beyond final bid validity period. The tender received without EMD would be summarily rejected. The earnest money deposit will be refunded to the tenderers whose offer has not been accepted within 90 days of opening of tenders.
- 7.20 Contract of the Agency may be cancelled on violation of the contractual assignment.

- 7.21 The successful Agency will be required to execute an agreement with DGCI&S within the period specified in the award letter. In case the successful agency fails to enter into the Agreement with DGCI&S within the specified date mentioned in the award letter, the EMD deposited by such Agency shall stand forfeited without giving any further notice.
- 7.22 It is mandatory for the successful tenderer to submit “**Performance Security Deposit**” amount to 10% of the total contract value for one year in the form of Bank Guarantee/Fixed Deposit Receipt/Demand Draft in favour of “Pay & Accounts Officer, DGCI&S, Kolkata” as Performance Security. The Security Deposit will remain enforce up to and including 60 days after the period of contract. The Security Deposit will be returned without any interest after satisfactory completion of all contractual obligations. This amount, however, be confiscated in case of refusal or failure to provide satisfactory services or backing out in midstream. The “Performance Security” should be submitted to The Head of Office, Directorate of Commercial Intelligence & Statistics (DGCI&S), 565, Anandapur, Ward No. 108, Sector– 1, Plot No. 22, ECADP, Kolkata – 700107.
- 7.23 An Agency shall submit only one financial bid. Submission of multiple bids by a single Agency will lead to rejection of all such bids.
- 7.24 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.
- 7.25 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:

- 10% of the project cost on submission of SRS.
- 40% of the project cost will be released post successful implementation of project.
- 40 % 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.
- 10% of the project cost will be released after the completion of the warranty period.

8. PENALTY CLAUSE

- 8.1 In case of any irregularities noticed, a penalty amount will be levied by DGCI&S up to the extent of 10% of the monthly charges due for the relevant month, after issuing show cause notice to the agency and considering the explanation of the agency, if submitted within stipulated time. Such repeated irregularities will make the agency liable for cancellation of contract with forfeiture of the Security Deposit.

9. ARBITRATION CLAUSE

In case of any disputes between the parties viz. DGC&S on one hand and the agency/firm awarded the Contract on the other hand, arising out on account of scope of the work and other mandatory liabilities as stated in the Tender Document / Contract Agreement, the dispute shall be referred to an Arbitrator as per Arbitration and Reconciliation Act 1996, in Kolkata jurisdiction.

10. LIST OF DOCUMENTS TO BE SUBMITTED WITH TECHNICAL BID

- a) Earnest Money in the form of Bank Draft.
- b) Attested copy of valid Registration Certificate of the Agency under Company Law issued by the appropriate authority.
- c) Attested copy of PAN Card.
- d) Attested copy of valid Service Tax/ GST registration certificate.
- e) Attested copy of Registration and Licence No. of the Agency under Company Act.
- f) Proof of at least 3 successfully carried out Experience certificate/work Completion certificate.
- g) Proof of annual turnover (not less than Rs.25 lakh per year) during the last 3 years.
- h) Details of present Clients along with annual value of the contract (attach supporting documents).
- i) An undertaking that the firm has not been blacklisted by any Government Department/autonomous bodies as on the date of submission of the bid.

11. BID EVALUATION

11.1 The Technical bids will be scrutinized on the basis of Eligibility Criteria mentioned in Section 4. Financial bids will be opened only for the technically qualified (responsive tender) bids. The L-I would be decided on the basis of lowest bid.

12. PROFORMA FOR TECHNICAL BID (PART-I)

12.1 General Details

Annexure-I

1.	Name of the Bidder / Agency / Company:	
2.	Registered Office Address	
3.	Correspondence Address	
4.	Incorporation of company	
	Date of Incorporation of the Agency	
5.	Telephone: Office / Residence of the Agency/Firm	
		Mobile:
6.	Website Address, if any	
7.	<u>Registrations Detail:</u> GST/GSTIN No.	
	PAN Number	
	CIN/UAM No.	
8.	Company based in (City/State)	
9.	Whether blacklisted by any Central Government/State agencies?	
10.	Structure and Organization of the Bidder: <u>The applicant is</u> (a) an individual (b) a proprietary firm (c) a firm in partnership (d) a Limited Company or Corporation. (Pl attach self-attested copies of documents of registration / incorporation of your firm)	

11.	(Attach following as proof) (a) Certificate of Incorporation (b) MSME Certificate, if applicable (c) Certificate of Registration, if any (d) PAN & GST Certification copies (e) Income Tax Returns – any three (03) Consecutive years (FY2016-17 to FY2019-20)	Attache (Indicate : Yes / No)
12.	ISO 20000, ISO 27000 and/or CMMi Certification, if any? (Attach proof)	
13.	Details of the Contact Person:	
	Name	
	Designation	
	Address for Communication of the Contact Person	
	Telephone No. including Mobile No.	(i) (ii)
	Email Address(es)	(i) (ii)

12.2 Turnover during the last three years**Annexure-II**

Turnover for Financial Years 2017-18, 2018-19 and 2019-2020 and Net Worth as on 31st March, 2020 as evidenced by audited financial statements (in Rs.)	
FY 2017-18 (in Rs.)	
FY 2018-19 (in Rs.)	
FY 2019-20 (in Rs.)	
Net Worth as on 31.03.2021 (in Rs.)	

This should be duly certified by the Chattered Accountant of the Company/Firms, etc.

12.3 Work Experience:**Annexure-III**

Relevant Work Experience (in the last 3 years) at least three Projects in similar technology. Successful completion of work may also be attached		
S. No.	Item	Details to be furnished
General Information		
1.	Title of the Work with description	
2.	Client for which the work was executed	
3.	Name and contact details of the client	
4.	Type of contract	
5.	Total cost of the work/project	
6.	Period of execution (Specify in terms of date/year)	

1. We also confirm that we will abide all the terms and conditions and we do not have any counter conditions. We have inspected the existing websites of DGCI&S and fully understood the functional aspects.

(Signature of the authorised person of the Agency with seal)

Place:

Date:

UNDERTAKING

- i. I Son/Daughter/Wife of Shri Proprietor/Director/authorized signatory of(name of agency)..... is competent to sign this declaration and execute this tender document.
- ii. I/We have gone through the Term & Conditions given in the tender document and agree with the same.
- iii. I/We understand that in the event of non-compliance of the terms & Conditions of the tender, my / our EMD shall be forfeited by the Govt. of India, Ministry of Commerce & Industry, Department of Commerce, Directorate General of Commercial Intelligence & Statistics, Kolkata.
- iv. Should this tender be accepted, I/We agree to abide by and fulfil all terms and conditions referred to above and as contained in tender documents elsewhere and in default thereof. I/we don't have any counter condition.
- v. I, Designated as and Competent to sign the tender documents, hereby submit the details of qualified and experienced manpower's engaged in similar work by the firm.
- vi. If I/we fail to commence the work within the stipulated day as mentioned in the Letter of Award and/or I/we fail to sign the agreement and/or I/we fail to submit performance guarantee, I/we agree that DGCI&S shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Award and to forfeit the said earnest money as specified above.

(Signature of the authorised person of the Agency with seal)

Place:

Date:

10. PROFORMA FOR FINANCIAL BID (PART-II)

ANNEXURE-II

Sr. No.	Design and Development of Software Application / Portal	Basic Amount need to be entered (In Rs)	Proposed GST Rate in (%)	GST Amount (In Rs)	Total Amount including GST (in Rs)
1	Cost for Design, Development of New Websites (Combining Data Dissemination Portal, Data Analytics Dashboards of Directorate General of Commercial Intelligence and Statistics into One)				
Total Amount (In Rs)					
Total in Words					