



Government of India

Department of Empowerment of Persons with Disabilities (Divyangjan)

Ministry of Social Justice and Empowerment

5th Floor, Pt. Deendayal 'Antyodaya Bhawan'
CGO Complex, Lodhi Road, New Delhi – 110003

<http://disabilityaffairs.gov.in/>

Invitation of Request for Proposal (RfP) (I-15/18/2020-AIC)

For the project

**Enhancement of Existing Management Information System under Accessible
India Campaign**



June 2021

(A) DISCLAIMER:

1. The information contained in this Request for Proposal (hereinafter referred to as RfP) document is provided to the bidder (s), by Department of Empowerment of Persons with Disabilities, Ministry of Social Justice and Empowerment, Government of India (hereinafter referred to as DEPwD) on the terms and conditions set out in this RfP document and all other terms and conditions subject to which such information is provided.
2. The purpose of this RfP document is to provide the bidder (s) with information to assist the formulation of their proposals. This RfP document does not purport to contain all the information each bidder may require. This RfP document may not be appropriate for all persons and it is not possible for DEPwD, its employees and/or advisors to consider the business / investment objectives financial institution and particular needs of each bidder who reads or uses this RfP document. Each bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this RfP document and where necessary obtain independent advice from appropriate sources.
3. DEPwD will not have any liability to any Bidder/Firm or any other any other person under any laws (including without limitation of the law of contract), the principles of equity, restitution or unjust enrichment or otherwise from any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RfP document, any matter deemed to form part of this RfP document, the award of the assignment, the information and any other information supplied by or on the behalf of DEPwD or their employees, any agency or otherwise arising in any way from the selection process for the assignment. DEPwD will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any applicant upon any statements contained in this RfP.
4. DEPwD will not be responsible for any delay in receiving the proposals. The issue of this RfP does not imply that DEPwD is not bound to select a bidder or to appoint the selected applicant, as the case may be, for the services; and DEPwD reserves the right to accept/reject any or all of proposals submitted in response to this RfP document at any stage without assigning any reasons whatsoever. DEPwD also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RfP bid.
5. The information given is not exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DEPwD accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

6. DEPwD reserves the right to withdraw/change/modify/amend any or all provisions of this RfP document. Such revisions to the RfP will be made available on the website of DEPwD and CPP portal.

(B) DATA SHEET:

1.	Name of the Client:	Department of Empowerment of Persons with Disabilities, Ministry of Social Justice and Empowerment, Govt. of India, 5th Floor, Pt. Deendayal Antyodaya Bhawan, CGO Complex, Lodhi Road, New Delhi 110003
2.		“Financial proposal” along with “Technical Proposal” are to be submitted separately via E-tendering mode only latest by 15:30 hrs of date 23.07.2021
3.		Proposal should contain scan copy of Bid Security Declaration
4.		Financial Bids shall be opened only after short listing suitable agencies on the basis of scores awarded to technical proposals. The exact date and time of financial bid opening would be intimated later.
5.		Venue for all meeting shall be – Department of Empowerment of Persons with Disabilities, Ministry of Social Justice and Empowerment, 5th Floor, Pt. Deendayal ‘Antyodaya Bhawan’ CGO Complex, Lodhi Road, New Delhi – 110003.

(C) GLOSSARY

1.	DEPwD	Department of Empowerment of Persons with Disabilities
2.	MoSJE	Ministry of Social Justice and Empowerment
2.	CPPP	Central Public Procurement Portal
3.	TEC	Tender Evaluation Committee
4.	EMD	Earnest Money Deposit
5.	GoI	Government of India
6.	AIC	Accessible India Campaign
7.	QCBS	Quality and Cost Based Selection
8.	RfP	Request for Proposal

(D) Important Dates:

S. No	Particular	Date/Time
1.	Start date of issuance/publishing of RfP document	21.06.2021
2.	Submission of queries via email (aic-depwd@gov.in) only at , if any	28.06.2021 till 3 pm
3.	Pre-Bid Meeting (online) including online demonstration of the portal-link will be published at CPP and WEBSITE	29.06.2021 at 11 -12 am
4.	Clarification to bid queries, if any	07.07.2021
5.	Bid submission end date	23.07.2021 till 3.30 pm
6.	Technical Bid opening date	26.07.2021
7.	Presentation by the agencies (Tentative)	Will be communicated to all agencies separately.
8.	Financial Bid opening date	Will be communicated to all agencies separately.

1.

LETTER OF INVITATION (LoI)

**F. No. I-15/18/2020-AIC
Government of India
Ministry of Social Justice and Empowerment, Department of Empowerment of
Persons with Disabilities**

**5th Floor, Pt. Deendayal 'Antyodaya Bhawan', CGO Complex, Lodhi Road, New
Delhi - 110003
Date: 21.06.2021**

Invitation for Request for Proposal (RfP)

- Department of Empowerment of Persons with Disabilities, Ministry of Social Justice and Empowerment (DEPWD(MoSJE)) invites online bids through Central Public Procurement (CPP) portal i.e. <https://eprocure.gov.in/> for Enhancement of Management Information System under Accessible India Campaign. Manual bids shall not be accepted.
- The RfP document, containing the Information to Agencies, Terms of Reference (ToR), Requirement of qualifications and experience of the firm and key experts, criteria for evaluation of proposals and selection procedure related can be downloaded from the DEPwD's website www.disabilityaffairs.gov.in and/or CPP portal www.eprocure.gov.in.
- Bidders meeting the qualification criteria shall be invited for PPT presentation before the Tender Evaluation Committee of DEPwD.
- The bidders are required to submit their RfP documents on or before **23.07.2021 latest by 03:30 P.M.** In case it is a holiday, the next working day will be the last date for bid submission.
- Queries if any may be referred in writing to the Director (AIC), at the above mentioned address or at email – aic-depwd@gov.in before 3pm on 28.06.2021

(Sanjay Singh)
Under Secretary to the Government of India (AIC)
**Department of Empowerment of Persons with Disabilities, Ministry of Social
Justice and Empowerment, Gol
5th floor, Pt. Deendayal 'Antyodaya Bhawan'
CGO Complex, Lodhi Road, New Delhi – 110003**

Note: DEPwD reserves the right to cancel this request for proposal and/or invite afresh with or without amendments, without liability or any obligation for such RfP and without assigning any reason. Information provided at this stage is indicative and DEPwD reserves the right to amend/add further details in the RfP.

2.

DESCRIPTION OF ASSIGNMENT

2. DESCRIPTION OF ASSIGNMENT

Bids are invited from the Agencies/Firms/Organizations for **Enhancement of Management Information System (MIS) under Accessible India Campaign (AIC)** of the Department of Empowerment of Persons with Disabilities (Divyangjan), Ministry of Social Justice and Empowerment.

2.1 Background

2.1.1 The Rights for Persons with Disabilities Act, 2016 (RPwD Act, 2016) mandates accessibility under Sections 40-46. Following the international mandates of the United Nations Convention on the Rights of Persons with Disabilities (UNCRPD) and the Incheon Strategy, the Accessible India Campaign (AIC) or Sugamya Bharat Abhiyaan was launched on 3rd December 2015 by the Hon'ble Prime Minister. The Sugamya Bharat Abhiyan aims at creating universal accessibility for Persons with Disabilities (PwDs) or the Divyangjan in three main verticals, namely - the Built Environment, the Transportation sector, and the Information & Communication Technology (ICT) ecosystems.

2.1.2 With an intent of widely implementation of the AIC and monitoring its targets, the Department of Empowerment of Persons with Disabilities (DEPwD), being a nodal agency, launched the Management Information System (MIS) in September 2019. The key objectives of the MIS are as follows:

- On boarding of selected stakeholders (both Central and State/UT Government) of the campaign on a single platform for monitoring the progress being made against each target of the AIC.
- To efficiently and digitally management of the information pertaining to AIC.
- To maintain all the function on digital platform and capture all data on a real-time basis.
- To create digital records and well organised documentation of such a vast scheme which is being implemented at national level.
- To bring transparency, accountability and strict monitoring at various levels.

1.3 Since the MIS is being implemented w.e.f. September 2019, feedback has been received from the stakeholders. In addition to this, during this time, the expanse of the AIC has also reached beyond the initial targets set under the campaign. As seen, it has been realized that there is need to integrate all the government stakeholders in the existing MIS and set their accountability for those providing citizen centric infrastructure and services. Accordingly, the DEPwD intends to engage a competent agency to enhance the existing MIS portal as per the scope of work below.

2.2 Scope of Work

The agency will be required to provide a robust web-based application by enhancing the existing MIS system and providing services for its operation, management and maintenance support. The scope of the assignment is not limited to that mentioned herein below and that this assignment would include all such works/functions necessary to achieve the objects of the proposal.

- (i) To enhance and develop the existing web-based MIS and monitoring system in consultation with the DEPwD and users (stakeholders involved)
- (ii) Upgradation of existing technology of the MIS with integration of Artificial intelligence and Machine Learning
- (iii) Designing parameters & modules considering ease of uploading of data by stakeholders for assessing performance & monitoring of the action being taken under the AIC.
- (iv) Periodic generation of MIS reports w.r.t. implementation of accessibility work by the respective stakeholders
- (v) Creating training modules and organizing training workshops for various stakeholders involved along with DEPwD.
- (vi) Maintenance and support services (including Maintenance of Application Software)
- (vii) Coordination of the MIS activities of different stakeholders and resolution of their concerns/issues, if any, from time to time.
- (viii) Functional support services and changes subject to mutually agreed change management and change request process.
- (ix) Deploy resources for project management, monitoring and MIS support.
- (x) Design interactive session/modules for increasing the usage and participation of the users.

2.3 Specification of the Modules in the MIS

The following are the indicative list of enhanced modules and functionalities to be built into the system without compromising the existing data/information already uploaded in the application:

2.3.1 Enhancing Application technology

The MIS application is currently developed on PHP 5. The technology shall be upgraded to latest compatible version in order to enhance performance, minimizing security risks, better support for future changes, offer more dynamic features with inclusion of Artificial Intelligence and Machine Learning programmes etc. as per below mentioned modules.

2.3.2 Web Based Application enhanced modules

- (i) Redesigning of the existing MIS portal with more interactive, easier and fully accessible user interface. This will also include integration of social media.
- (ii) Mobile friendly: The web application shall be made mobile friendly and shall be compatible with all existing browsers and technology platforms including iOS and Android.
- (iii) Dynamic update of all the forms: All forms shall be made dynamic with a provision of their online updation at any point of time.
- (iv) All existing forms shall be modified with inclusion of certain fields, analysis, filters etc. New forms shall also be integrated.
- (v) Creating dashboard with compiled information relevant to the concerned stakeholder. The process cycle of forms also needs to be revisited and to be modified accordingly.
- (vi) Robust MIS application to provide all sorts of reports at national, States/UT, District, City, as well as at village level. This shall also include report generation Ministry/Department-wise, Sector/Sub-sector wise, AIC vertical wise and beyond to assess the level of accessibility.
- (vii) The MIS should be able to generate real time reports based on customized inputs/filters.
- (viii) Standard Questions/queries for e.g. "how many states have uploaded photographs; which are the States/UTs have updated data in last 3 months"; for each form enabling the system to give analysis report for the same.
- (ix) Customized MIS reports based on selection of several parameters as per the requirement of user for each stakeholder/user Department/domain which shall also include periodic progress update, timeline and delay in completion of activities.
- (x) Artificial Intelligence (AI) and Machine Learning (ML) shall be integrated to make the MIS application/portal more dynamic, interactive, user friendly and maintain accuracy of data.
- (xi) Comprehensive list of FAQs to be prepared along with the answers.
- (xii) Provision of chat box for *as on when basis* interaction during office timing. It shall also be supported by bot chat for FAQs.
- (xiii) The system should have capabilities to monitor the progress of work as well as keep any eye on all the MIS users on regular updation of data in the MIS portal. Provision of auto-reminders, and notifications through SMS and email to be sent to users.
- (xiv) Provision of uploading photographs including geotagged photographs against each feature of accessibility
- (xv) Geotagging of facilities/premises with integration of GIS based maps by the users.
- (xvi) Rights of delegation of forms by Sub admin to the data feeders. This will also include creating hierarchy structure for each user. The same should be visible at all levels.

- (xvii) Modification in user management and delegation of rights to sub admin to create other sub admins for the same organization with delegation of customized rights.
- (xviii) Analysis of photographs at country, state and city levels with a cumulative count of entries along with display of photograph album with current status. The same also to be given for central government forms.
- (xix) Unique ID to be allotted. System to ensure no Duplicacy of data by using AI or ML.
- (xx) Filter to be added (state wise) under user management along with details
- (xxi) Improvement in graphics and statistical data being shown at the admin/sub-admin dashboards
- (xxii) Incorporation of notifications w.r.t. to any update, remarks etc. across the MIS at all levels.
- (xxiii) Integration with other data base/web or mobile applications/MIS etc. capturing information related to accessibility at any point of time.
- (xxiv) This MIS portal shall also be linked with Sugamya Bharat App database/MIS and capture the details of common facility including buildings, websites, stations etc. for which complaint is raised through the App. The MIS portal shall be able to identify the nodal of such facility for addressing the complaint.
- (xxv) The MIS should provide workflow templates to facilitate admin to easily customize it according to its needs.
- (xxvi) Scalable and Secure architecture: The MIS application should be secure and scalable; and should be able to grow with increased demand without re-writing entire application from scratch.
- (xxvii) Audit trail of all activities and communications.
- (xxviii) Provisions to made to upload material in the form of documents including epub format, videos, pictures with captioning etc. for mass awareness and sensitization
- (xxix) Provision of a dynamic dashboard including public dashboard to display real time position/progress related to the campaign
- (xxx) Creation of multi-media training material for each module including videos, user manual etc.
- (xxxi) The MIS application including all the pages must be made accessible in compliance with the Guidelines for Indian Government Websites (GIGW) and WCAG 2.0 (AA) Guidelines.
- (xxxii) Regular interactions and meetings shall be carried out by DEPwD. The Project Manager and the team members shall be available whenever required for meetings/interactions at DEPwD premise during the full term of this assignment.

Note:

#The above list is indicative and likely to change based on the requirement.

** The user manual of existing MIS portal may be downloaded from this link -[USER MANUAL MIS.pdf - Google Drive](#), to understand the design of existing portal.*

2.3.3 Operation and Maintenance

The agency shall deploy (onsite) a 05-team member including 01 developer for operation and management of the MIS application as dedicated PMU team to be stationed at DEPwD office. It shall be the responsibility of the agency to equip the PMU team with all necessary electronic tools including laptop, internet etc. The PMU team members as per section 5.2 shall be deployed in phased manner as per below:

Phase-1: Deployment of 01 managerial profile (PMU team leader) from the date of signing the contract.

Phase-2: Deployment of 01 Developer at the stage of submission of UAT.

Phase-3: Deployment of 03 members from the date of made live of the enhanced MIS portal.

The PMU team shall have but not limited to following responsibilities:

- (i) Gathering exact requirement for enhancement of existing MIS portal in consultation with DEPwD
- (ii) A plan of action for the entire project period along with Monthly Plans for achievement of specific milestones to accomplish tasks
- (iii) Drafting of Reports and generating data of various forms/kinds as per the requirement of the DEPwD from time to time
- (iv) Conducting MIS training sessions to various stakeholders along with workshops and video conferencing sessions with various stakeholders.
- (v) Assisting all the stakeholders on daily basis for smooth usage of the web application
- (vi) Follow up through different platforms including letters, email, VCs etc. with the stakeholders to ensure timely upload/updation of the data.
- (vii) Preparing and uploading of data, information etc. at MIS portal as and when required by DEPwD
- (viii) Day to day coordination with NIC for smooth functioning of the existing and enhanced MIS portal
- (ix) Coordination with the development team for enhancement and any other major to minor modification in the MIS portal
- (x) Creating users and managing information of the web application
- (xi) Addressing Server and infrastructure related issues to ensure portal uptime by coordinating with data centre.
- (xii) Addressing Browser Compatibility related issues to ensure smooth functioning of website on updated versions of all popular web browsers.

- (xiii) Addressing Website Performance related issues to fix issues like no response, slow response, website crashing etc.
- (xiv) Rectification of bugs like content formatting issues, image placement, link mismatch etc. immediately after user request.
- (xv) Minor Changes like changes in Aesthetics/look and feel of the web application viz. changing static images, text, updating policy documents, site terms of use, disclaimers etc. and other small code-level changes like label change, validations, placement of menus, buttons etc.
- (xvi) Database/PHP or any other Framework updation support as well as sensitization and restoration support in case the website is hacked.
- (xvii) Weekly status report
- (xviii) Operation and management as per above for existing MIS till the enhanced system is made live. This will also include all the certifications such as security audit etc.
- (xix) Any other work as and when designate by DEPwD.
- (xx) Hand holding support to be provided at the termination of the contract.
- (xxi) List of the responsibility is not exhaustive and some more responsibilities may be included based on experiences during the implementation period

2.4 Other requirements

- (i) AMC from the date of made live for the period of upto 3 years.
- (ii) Security Audit of the portal as required by NIC and shall be valid upto 3 years from the date of made live
- (iii) SSL of the web application portal shall be valid upto 3 years from the date of made live
- (iv) GIGW certification as per NIC requirements valid upto 3 years from the date of made live
- (v) The MIS application/portal must be complaint with WCAG 2.0 guidelines incorporating all accessibility features
- (vi) Any other certification, if required

3. INFORMATION TO AGENCIES (ITA)

3. INFORMATION TO THE AGENCIES

3.1 Purpose of RfP:

The purpose of this RfP is to provide information to the prospective bidders, with the necessary built-in capacity, to enable them to prepare and submit their responses for the services to be rendered to the DEPwD in conformity terms of the present assignment.

3.2 Duration of the Contract:

a. The Contract period for the project will be up to 41 months from the signing of the contract.

3.3 Timeline for the assignment and Deliverables:

S.No	Activities/Deliverables	Time Period
I.	Finalizing MIS requirements and submission of Software Requirement Specification Report	30 days from the date of signing the contract
II.	Development for customization in MIS application and Submission for User Acceptance Testing	90 days from the approval of SRS
III.	Made live the MIS application/portal, conducting training sessions for all stakeholders and finalized user manual and it also include SSL, security audit, GIGW certification, any other certification etc.	30 days from approval of UAT
IV.	Maintenance of MIS Application including fixing bugs, minor to major modifications, content uploading, etc.	36 months from the date of made live
V.	Deputation PMU team in two phases: (Phase I – 01 member from the date of signing the contract; Phase – II – 01 member at the stage of UAT; Phase III – 03 members from the date of made live)	41 months from the date of signing the contract or till the maintenance period is over, whichever is later.

3.3.1 The Agency selected for execution of the job has to complete the work and depute PMU team personnel as per the time schedule fixed by the DEPwD.

3.3.2 The designated officer in-charge will have the right to make necessary modifications in the MIS till the last moment in order to ensure that all complexity and processes of Accessible India Campaign are included.

3.3.3 The decision of DEPwD about the quality of services will be final and shall not be challenged by the agency on any ground whatsoever.

3.3.4 In case the deliverable is delayed beyond the submission date or the revised completion date (as agreed by DEPwD in writing), penalty will be leviable as per Service Level Metrics as per below:

S.no	Description	Phase	Criticality	Response window	Response Resolution
1.	Timeline violation in submission of deliverable	Project planning, Design & Implementation	Critical	Immediate	Immediate
2.	Entire portal is not functional	Operation and Management	Critical	15 min.	1-2 hr
3.	Any particular module is non-functional	Operation and Management	High	1 hr	2-4 hr
4.	Any particular section in a module is not Functional	Operation and Management	Moderate	2 hr	4-8 hr
5.	Replacement of Human Resource	Project life cycle	Critical	Immediate	30 days within submission of change request

Note: In certain cases, if malfunctioning/ non-functioning of a particular section inside a module makes the entire module down. Then the criticality of the incident shall be considered "High".

- (a) Delays in submission of deliverable: Delay in delivery of any deliverable as mentioned in Section 3.3, shall incur penalty of 5% of the payment linked to the deliverable for every week of delay. If the value of penalty accumulated at any time in the Contract, is more than 20% of the total Contract value, then DEPwD shall reserve the right to terminate the contract
- (b) Delay in incident resolution may incur penalty of 0.5% of the Contract value per incident as stipulated in the table above. Non-compliance or failure to meet the service levels agreed for more than 4 times in a month, may lead to termination of the contract.
- (c) Delay in providing substitute human resource within 30 days of placing such change request and on its approval by DEPwD, may incur penalty of

50% of fee agreed for that particular resource for the remaining period of the contract.

3.4 Payment Procedure:

3.4.1 The payment to the vendor shall be carried out into two (02) parts as below:

Part	Description of Items
A	Application Design/Customization, Development, Implementation, Launch of the MIS Application and Maintenance for 03 (three) Years
B	Management and Operation of the Application (PMU Support in phased manner) for the period of 40 months since the date of signing the contract or till the maintenance period of enhanced MIS application is over, whichever is earlier (on quarterly basis)

3.4.2 PART - A

i. Payment schedule for Part(A) shall be as under:

S.no.	Milestone	Payment (%)
1.	Completion of SRS and customized application design	20%
2.	UAT or Completion report from user Department	50%
3.	Application Go-live including all the necessary certifications (GIGW, CERT etc.)	10%
4.	09 months Maintenance period from the date of the MIS application made live	5%
5.	18 months Maintenance period from the date of the MIS application made live	5%
6.	27 months Maintenance period from the date of the MIS application made live	5%
7.	36 months Maintenance period from the date of the MIS application made live	5%

Note: The taxes as applicable shall be paid extra.

ii. No extra cost shall be paid to the vendor to successfully run the application publicly for the required period. All cost including manpower, license, server, hosting in NIC, Certifications (STQC or any other), GIGW compliance, Security Audit, upgradation, minor changes/modifications or any other cost required to run the application publicly will be deemed covered under this component.

3.4.3 PART - B

i. Payment for Part(B) shall be paid quarterly in arrears after deducting the penalties, if applicable. The vendor will submit a Monthly

Performance Report which should be duly signed by the competent authority of this Department.

- ii. The taxes as applicable shall be paid extra.

3.5 Currency of Payment:

All payments shall be made in Indian Rupees.

3.6 Submission of RfP documents:

The RfP documents has been uploaded at website of DEPwD (www.disabilityaffairs.gov.in) and at cpp portal www.eprocure.gov.in. The bids are to be submitted in online mode only at cpp website: <https://eprocure.gov.in/eprocure/app>. Manual/physical/email Bids shall not be accepted. The completely filled in formats, attached with the RfP document, are to be enclosed with the proposal. The bidders are required to attach scan copy of PAN, TIN No., GST registration number, sales tax registration number, audited statement of annual turnover for the last 3 years (2017-18, 2018-19 and 2019-2020), copy of previous work completion certificates for the last 5 years (2016-17, 2017-18, 2018-19, 2019-20 and 2020-21), work experience & qualification related documents of proposed team members and other relevant supporting documents with the proposal. The document should clearly super-scribe "**RfP for Enhancement of Management Information System under Accessible India Campaign**" should bear the name & complete address of the Agency/Firm/Organization.

- a. The **RfP** document in the **prescribed pro-forma** should be submitted via e-tendering mode, latest **before 3:30 pm on 23.07.2021**. The RfP not in prescribed pro-forma is liable to be rejected. The bid security declaration is to be attached in the technical document.
- b. In case the last date falls on a holiday, the next working day shall be considered as the last day for submission of RfPs.
- c. The Agency/Firm/Organization is required to submit the documents relevant to their claim. The bidders must ensure that all the pages of bids must bear the initial of the authorized representative of the bidding agency.
- d. The responsibility for ensuring that the applications are delivered in time rests with the "Bidders".
- e. The DEPwD may, at its discretion, extend this deadline for the submission of application, in which case, all rights and obligations of the "DEPwD" and Bidder(s) previously subject to the deadline will thereafter be subjected to the deadline as extended.
- f. The applications submitted by the respective "Bidder(s)" in response to this RfP shall be valid until the award of the contract by the DEPwD and the "Bidders" shall be bound by their bids until such period.

- g. The application(s) and material(s) submitted by the Bidder(s) in response to this RfPs will become the property of the “DEPwD”.
- h. The DEPwD shall neither be responsible nor pay any expenses or losses which may be incurred by the “Bidder(s)” in the preparation and submission of their application.
- i. The application submitted by “Bidders” shall be treated as private and confidential documents, whether or not the DEPwD accepts an application.
- j. While submitting a bid, the Bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Bidders may format the specified forms making due provision for incorporation of the requested information.
- k. In case of any doubt any doubt on this RFP with regard to the scope of work, terms and conditions etc., the same shall be got cleared from the DEPwD before submitting technical/financial bids by a prospective bidder.
- l. The bidders who download this RfP shall not tamper the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered, the bid shall be completely rejected.
- m. Bids will be opened as per date/time as mentioned in the Tender Critical Date Sheet. After online opening of Technical Bid the results of their qualification as well as financial bid opening date will be intimated later.
- n. **Financial Bid submission:** The bidders are required to upload their financial bid on the cpp portal. The bidder shall provide stagewise cost with further breakups as per scope of work. The cost should be quoted in Indian Rupees (INR) only inclusive of all taxes and charges. The quoted cost shall remain firm throughout the tenure of the contract and no revision is permissible for any reason. The Financial Bid shall contain consolidated cost estimates. The bidders are required to understand the work properly before quoting the rates. The Financial Bid should include all the expenses in respect of customization, development, manpower, travelling expenses, certification including security audit, GIGW, SSL etc. and any other miscellaneous work/activity.

3.7 Documents required to be submitted along with the bid

The Agency bidding for the above shall furnish the following self-attested copies of documents along with the bid:

- 3.7.1 Certificates/work-orders for development of similar application for Central or State Government over last five years.

- 3.7.2 Valid GST Registration Certificate.
- 3.7.3 PAN Card along-with Income Tax return for the last three years.
- 3.7.4 The Bid Proposal shall be typed in English and be stamped & signed by a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by a written power-of-attorney accompanying the bid. The person or persons signing the bid shall initial all pages with seal/stamp.
- 3.7.5 The bid security declaration shall be invoked as per clause 3.8 below,

- (i) If the bidder withdraws its bid during the period of validity specified in the bid form.
- (ii) If the successful bidder fails to sign contract within one week of the issue of Letter of Contract/Award.
- (iii) If the successful bidder fails to furnish performance security.

In either case, the bidder shall not be eligible to participate in any tender initiated by DEPwD for same item for three years from the date of issue of Notice Inviting Tender. The bidder shall not approach the court against the decision of DEPwD in this regard.

Failure to furnish the information and documents required as per Bid Documents may result in rejection of the Bid. All the pages of the tender document and certificates shall be duly stamped & signed by the bidder

3.8 Bid Security/EMD:

The Bidders are required to submit the Bid Security declaration in lieu of the bid security or Earnest Money Deposit (EMD) as per the **Format 10** accepting that if the bid is withdrawn or modified during the period of its validity, the bidder will be suspended for the project duration for participating in other tenders to be issued by DEPwD or its subordinate offices.

3.9 Number of Applications:

Each Bidder shall submit only **one (1)** Application for the Assignment. Any bidder, who submits or participates in more than one Application will be disqualified.

3.10 Clarifications:

Queries if any may be referred in writing to the “**Director (AIC) Department of Empowerment of Persons with Disabilities, Ministry of Social Justice and Empowerment, 5th Floor, Pt. Deendayal Antyodaya Bhawan, CGO Complex, Lodhi Road, New Delhi** ” or at E-mail: aic-depwd@gov.in on before 3 pm on 28.06.2021.

3.11 Conflict of Interest:

DEPwD requires that the shortlisted Agencies provide professional, objective, and impartial service and at all times, hold paramount the interests of DEPwD and strictly avoid conflicts with other assignments or its own interests. The shortlisted agency shall not accept or engage in any assignment during the course of entire period of assignment that would be in conflict with, or that may place it in a position of not being able to carry out the assignment for which it has been engaged.

3.12 Fraud and Corrupt Practices:

- a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything contrary to the contents of this RfP, DEPwD shall reject an Application without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly, or through an agent, has engaged in corrupt, fraudulent, coercive, undesirable or restrictive practice (collectively the "Prohibited Practices") in the selection process.
- b. Without prejudice to the rights of DEPwD under Clause above herein above, if an Agency is found by the DEPwD to have directly or indirectly, or through an agent, engaged or indulged in any prohibited practice during the Short listing Process, or after the issue of the notification of short listing, such agency shall not be eligible to participate in procurement process issued by DEPwD during a period of 2 (two) years from the date such agency, as the case may be, is found by DEPwD to have engaged or indulged in the prohibited practice.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - i. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Short listing Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Short listing Process or after the issue of the Notification of Short listing as the case may be, any person in respect of any matter relating to the project or Notification of Short listing, who at any time has been or is a legal, financial or technical consultant/ advisor of DEPwD(MoJS) in relation to any matter concerning the Project;

- ii. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Short listing Process;
- iii. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Short listing Process;
- iv. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the DEPwD with the objective of canvassing, lobbying or in any manner Request for Expression of Interest influencing or attempting to influence the Short listing Process; or (ii) having a Conflict of Interest; and
- v. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Short listing Process.

3.13 Amendment of RfP Document:

- i. At any time prior to the Application due date, DEPwD may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RfP document by the issuance of addenda posted on cpp portal and on the website of the DEPwD - **www.disabilityaffairs.gov.in**.
- ii. In order to provide the Bidders a reasonable time to examine the Addendum, or for any other reason, DEPwD may, at its own discretion, extend the Application Due Date.

3.14 Format for submission of RfP bid:

The formats for submission of RfP bid is uploaded on CPP portal. The RfP should be accompanied by scan copy of PAN, TIN No., GST registration number, sales tax registration number, audited statement of annual turnover for the last 3 years (2017-18, 2018-19 and 2019-20), copy of previous work completion certificates, for the last 3 years (2017-18, 2018-19 and 2019-20), work experience & qualification related papers of proposed team members and other relevant supporting documents. DEPwD reserves the right to reject any application that is not in the specified format. All pages and attached documents should be properly marked and must bear the initials of the bidder. The total proposed assignment cost by the agency (in Indian rupees) shall be quoted in the financial bid format uploaded on CPP Portal. The fee of the

agency quoted as above should cover all expenses incurred by the agency in order to deliver its commitments as per terms of reference. The financial bid shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

3.15 Validity:

The “Bidder(s)” acknowledge that the application submitted in response to this RfP shall constitute an offer to the DEPwD which shall remain open for acceptance until the contract is awarded by the DEPwD. For the avoidance of doubt, neither this RfP nor any response submitted by the “Bidder(s)” in response to this RfP shall constitute a legally binding agreement unless and until accepted by the “DEPwD” in writing in the form of a contract executed between the DEPwD and the successful “Bidder”.

3.16 Application Preparation Cost:-

The Bidder shall be responsible and shall bear all costs and expenses associated with the preparation of its Application and its participation in the project. It is clarified that DEPwD shall not be responsible or in any way liable for such costs, expenses regardless of the conduct or outcome of the assignment.

3.17 Condition under which RfP is issued:

The RfP is not an offer and is issued with no commitment. DEPwD (MoJS) reserves the right to withdraw RfP and or vary any part thereof at any stage.

3.18 Communication/Correspondence:

All Communication/Correspondence shall be addressed to “**Director (AIC), Department of Empowerment of Persons with Disabilities, Ministry of Social Justice and Empowerment, 5th Floor, Pt. Deendayal Antyodaya Bhawan, CGO Complex, Lodhi Road, New Delhi** ” or on Telephone No.011-24364391 or at E-mail: aic-depwd@gov.in.

3.19 Tender Evaluation Committee (TEC):

For identification and selection of Agency, there will be a Tender Evaluation Committee (TEC) in the DEPwD.

3.20 Right to Accept or Reject any of the Applications:

Notwithstanding anything contained in this RfP document, DEPwD reserves the right to accept or reject any Application or to annul the Short

listing Process or reject all Applications at any time, without assigning any reasons thereof and without any liability or any obligation, of any nature whatsoever, for such rejection or annulment.

DEPwD reserves the right to reject any application if:

i. At any time, a material misrepresentation has been made or discovered;

or

ii. The Bidder does not respond promptly and diligently to requests for additional information or clarification required for evaluation of the Application.

c. Rejection of the Application by DEPwD as aforesaid, would lead to the disqualification of the Bidder.

3.21 Miscellaneous:

a. The short-listing process shall be governed by, and construed in accordance with the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Short listing Process.

DEPwD, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

1. Suspend and/or cancel the short-listing process and/or amend and/or supplement the short listing process or modify the dates or other terms and conditions relating thereto;
2. Consult with any Bidder in order to receive clarification or further information;
3. Retain any information and/or evidence submitted to DEPwD by, on behalf of and/or in relation to any Bidder; and/or
4. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

b. It shall be deemed that by submitting the Application, the Bidder agrees and releases DEPwD, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith

and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

c. All documents and other information supplied by DEPwD or submitted by a Bidder shall remain or become, as the case may be, the property of DEPwD. DEPwD will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.

d. DEPwD reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

4. TERMS OF REFERENCE (ToR)

Annexure-I

Terms of Reference (ToR)

1. General Terms:

- i. The successful bidder has to enhance the MIS application and deploy PMU team as per Scope of work of the project.
- ii. There should be provision for at least two layers supervision to ensure quality of the works assigned to the agency. No additional payment shall be made for to the agency for the supervision efforts.
- iii. The timeline is the most essential part of this project and the selected agency to strictly adhere the timelines.
- iv. Weekly status report to be submitted clearly highlighting the completed and pending activities with firm deadlines.

2. **Time and Duration of the Contract:** The Contract period is up to 41 months from the date of signing the contract.

3. **Payment Procedure:** All payment shall be made as per Section 3.4 of the RfP.

4. **Deliverables:** All deliverables shall be made as per Section 3.3 of the RfP..

5. Performance Guarantee:

The Agency shall have to furnish a performance security, in the form of Bank Guarantee for an amount equal to 3% of the total approved cost of the project, which shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations. The selected Agency shall have to submit the performance guarantee within 7 days of issue of letter of Award i.e before signing of the formal contract. In case the selected Agency fails to deposit the same in due time, it shall not be binding on DEPwD to award the work to the said Agency.

6. Binding Clause:

The decision taken by DEPwD regarding the execution of the contract shall be binding to the agency.

7. Agency's Obligations:

- a. The selected Agency will be required to sign an agreement with DEPwD (MoJS) within 5 days of the issue of Letter of Award to the Agency. In case the selected Agency fails to sign the contract within this stipulated

period, it shall not be binding on DEPwD to award the work to the said Agency.

- b. The agency to strictly adhere to the timeline issued under this RfP
- c. The agency should keep adequate manpower to complete the project within the time frame.
- d. The Agency will keep the DEPwD apprised with developments and progress of the work on a daily basis, so as to enable the DEPwD to depute its officers to verify the reported activities.
- e. If any question, difference or dispute shall arise, between the agency and the DEPwD relating to this agreement or any matter arising thereof or incidental thereto, the matter shall be referred to the sole authority i.e. Secretary, DEPwD and the award given by him/her shall be final and binding on both parties.
- f. The agency is obliged to work closely with DEPwD, act within its own authority and abide by directives issued by the DEPwD.
- g. The agency will abide by the job safety measures prevalent in India and will free DEPwD from all demands or responsibilities arising from accidents or loss of life the cause of which is the agency's negligence. The agency will pay all indemnities arising from such incidents and will not hold DEPwD responsible or obligated.
- h. The agency is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanor.
- i. The agency will treat as confidential all data and information about DEPwD obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of DEPwD.
- j. If the agency does not execute the contract to the satisfaction of DEPwD then DEPwD may invoke any or all of the following clauses:
 - i. Forfeit the Performance Guarantee Amount,
 - ii. Terminate the contract.

5.

**REQUIREMENT OF QUALIFICATIONS AND EXPERIENCE OF THE FIRM
AND KEY EXPERT**

5. ELIGIBILITY REQUIREMENTS:

- (i) The agency shall be a legal entity registered under the Indian Companies Act, 2013 or the Limited Liability Partnerships (LLP Act, 2008) or the Indian Partnership Act, 1932 with at least five years standing from the date of publication of this RfP.
- (ii) Agency with experience of development and customization of Management Information System for National or State level Government scheme in last three years.
- (iii) Agency having experience of PMU based IT related Government projects for at least for three years
- (iv) Agency should have a minimum annual turnover of Rs. 20 Crore and above for the last three years.
- (v) Agency should be in profit in the last 3 years.
- (vi) Agency must have GST Numbers and any other statutory requirements, as applicable.
- (vii) All the pages of the tender document should be stamped and signed by the authorized signatory.
- (viii) Agency registered under Micro, Small and Medium Enterprises (MSME) Act should submit a copy of registration certificate.

5.2 Team Composition

The project team will be led by a Project Manager or Team leader. The function and profile of the key personnel shall be as under:

#	Project Role	Responsibility	Qualifying criteria
i.	Project Manager cum Team leader	For overall smooth functioning of the entire project including supervision of the PMU (No additional payment shall be paid)	MBA with B.Tech/B.E. in IT/CS from recognized institution At least 10 years of working experience and minimum 3 years of experience in advising central/State Governments in MIS implementation Experience in Infrastructure sector and PMP/Prince2/ ITIL certification is desirable
DEVELOPMENT TEAM			
ii.	Business Analyst	Responsible for Requirement gathering,	MBA and/or B.Tech/B.E./MCA from recognized institution

		coordination with stakeholders involved in the project	At least 5 years of working experience and min 3 years of experience in project management and scheme implementation
iii.	Solution Architect Expert	Responsible for designing the MIS application	B.Tech/B.E. (IT/CS) from recognized institution with minimum 3 years of experience and, at least 1 IT/eGov project experience from Government Assignment
iv.	UI Expert	Responsible for UI of the MIS application	B.Tech/B.E. (IT/CS) from recognized institution with minimum 3 years of experience
v.	Developer	Responsible for developing the MIS application	B.Tech/B.E. (IT/CS) from recognized institution with minimum 5 years of experience
vi.	Security Expert	Responsible for security requirement for the MIS application	B.Tech/B.E. (IT/CS)/MCA from recognized institution with minimum 3 years of experience and, at least 1 IT/eGov project experience from Government Assignment
vii.	AI Expert	Responsible for smooth implementation of AI and ML modules in the MIS application	B.Tech/B.E. (IT/CS) from recognized institution with minimum 5 years of experience and atleast 3 IT/eGov project experience wherein AI and ML is implemented
viii.	Infrastructure Expert	Responsible for ensuring IT infrastructure requirement for the MIS application	B.Tech/B.E. (IT/CS)/MCA from recognized institution with minimum 5 years of experience and, at least 3 IT/eGov project experience from Government Assignment
ix.	Tester	Responsible for testing the application	B.Tech/B.E. (IT/CS) from recognized institution with minimum 3 years of experience

PMU TEAM			
x.	PMU team leader (01 no.) – to be deployed from the date of signing the contract	Responsible for providing onsite implementation support which include gathering enhanced MIS requirements, regular follow up and communication with stakeholders, resolving queries of users, generating reports, supervising the tasks given to other PMU members, ensuring end to end operation and management of the existing and proposed MIS as per section 2.2.3	MBA from recognized institution with minimum 7 years of experience of implementing similar nature of project at National or state level. He/She should be having good communication skills along with the knowledge of Cloud technology to understand the hosting and managing application on the proposed cloud. He must have worked as Team Leader atleast in 3 projects of similar nature.
xi.	PMU Team Member - Developer (01 no.) - to be deployed at the stage of UAT submission	Responsible for providing onsite implementation support including development works, major to minor modifications in the MIS, close coordination with NIC, ensuring smooth operation of the MIS etc.as as per section 2.2.3	B.Tech/B.E. (IT/CS) from recognized institution with minimum 5 years of experience of providing technical support and must be well versed with MIS architecture. He/She should be having good communication skills along with the knowledge of Cloud technology to understand the hosting and managing application including future development works on the proposed cloud.
xii.	PMU Team Member (03 no.s) – To be deployed from date of made live	Responsible for providing onsite implementation support which include regular follow up and communication with stakeholders, resolving queries of users, generating reports, work closely with technical team to improve the MIS application, generating	MBA from recognized institution with minimum 5 years of experience of implementing similar nature of project at National or state level. He/She should be having good communication skills along with the knowledge of Cloud technology to

		MIS reports etc.as per section 2.2.3	understand the hosting and managing application on the proposed cloud. He will also be responsible for allotted Server administration and meeting hosting and security requirements after the project made live.
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* CVs of the personnel proposed to be deployed for Project Implementation Unit should be submitted along with the proposal. DEPwD may also take interview of few team members at the time of presentation. Upon selection of the agency, the DEPwD will assess the suitability of each of the proposed resources through personal interview and will have exclusive rights in deciding his/her deployment/continuation in PMU team.

6.

CRITERIA FOR EVALUATION OF PROPOSAL AND SELECTION PROCEDURE

CRITERIA FOR EVALUATION OF PROPOSAL AND SELECTION PROCEDURE:

6.1 Procedure for Selection of the Agency:

The bidders are required to submit their Request for proposal (RfP) two bids i.e. **technical** and **financial (along with the bid security declaration)**. The financial bids of only such bidders will be opened which have obtained minimum qualifying weightage/standards prescribed for the technical proposal.

6.2 Steps of Selection of the Agency:

The process of final selection of Agency will start by adopting following steps:

i.	Preparation and issuance of the Request for Proposals (RFP);
ii.	Receipt of proposals;
iii.	Evaluation of technical proposals: consideration of quality, presentation
iv.	Selection of qualified technical proposals
iv.	Public opening of financial proposals;
v.	Evaluation of financial proposal;
vi.	Selection of the winning proposal;
vii.	Negotiations with the selected Agency, if required;
viii.	Award of the contract to the selected Agency/firm.

6.3 Standard Formats:

a. Standard formats for Technical proposal

The standard formats for Technical proposals include:-

- i. Letter of Proposal submission (Format-1)
- ii. Tender acceptance letter (Format-2)
- iii. Information Sheet (Format-3)
- iv. Anti-collusion certificate (Format-4)
- v. Financial capability of the bidder (Format-5)
- vi. Methodology proposed (Format-6)

- vii. Proposed Team Composition (Format – 7) including CVs (Format (**)).
- viii. Format for Bidder's Experience (Format-8)
- ix. Format for Bid Declaration (Format-10)

b. The standard format for financial proposal to be uploaded on CPP portal as per Format-9.

6.4 Evaluation of Proposals: Consideration of responsiveness

The evaluation of the proposals shall be carried out in **two stages**: At the first stage, evaluation of **technical proposals** would be taken up. The unsigned and incomplete proposal (not responding to the RfP fully and properly) will be summarily rejected as being non-responsive, before taking up the appraisal of the technical proposal for evaluation of quality. Evaluators of technical proposals shall not have access to the financial proposals until the technical evaluation is concluded. The envelope containing the financial proposal shall not be opened till the technical evaluation is completed. The financial proposal of only such bidders will be opened which obtain at least 70 marks (minimum qualifying mark) prescribed for the technical proposal. The evaluation shall be carried out in full conformity with the provisions of the Table for technical evaluation (Table no. 6.1).

6.5 Technical Evaluation: All the bidders declared eligible by the competent authority based on the recommendations of the designated committee shall be subject to detailed technical evaluation based on the information/ details/ concept/ design etc. furnished in their tender/ bid as well as the presentation made before the designated committee and will be awarded marks on various parameters as detailed below:

(Table No. 6.1)

S.No.	Technical Evaluation Criteria	Maximum Score
1	Company Profile	10
1A	The agency should have minimum average annual Turnover of INR 20 Crore for last 3 audited financial years (2017-18, 2018-19 and 2019-20) Less than 20 Crore: Disqualified 20 Crore to 30 Crore: 5 Marks Above 30 crore to 50 Crore: 7 Marks More than 50 Crore: 10 Marks	10
2	Relevant Experience	50
2A	Undertaking/execution of work of conceptualizing/designing/development of the MIS Application for any Centre or State level Government scheme in the last 5 years	30

	<ul style="list-style-type: none"> • In case of large-scale National level MIS application: 10 Marks per project (max. 3 projects) • In case of large-scale State level MIS application: 8 Marks per project (max. 3 projects) • In case of any Government Department level MIS application: 5 Marks per project (Max. 3 projects) 	
2B	<p>Experience of providing implementation support/PMU based service or Project management consultancy for IT based Government projects in the last 3 years</p> <ul style="list-style-type: none"> • In case of large-scale National level project: 10 Marks per project (max. 2 projects) • In case of large-scale State level project: 8 Marks per project (max. 2 projects) • In case of any Government Department level project: 5 Marks per project (Max. 2 projects) 	20
4.	<p>Team composition</p> <ul style="list-style-type: none"> • Project Manager (1 no.) – Max 2.5 marks (Upto 1.25 mark for qualification, certification and, upto 1.25 mark for relevant experiences) • PMU Team Leader (1 no.)- Max 2.5 marks (Upto 1.25 mark for qualification, certification and, upto 1.25 mark for relevant experiences) • Other CVs (10 no.s): Max 1 mark each ((Upto 0.5 mark for qualification, certification and, upto 0.5 mark for relevant experiences) 	15
3	Thorough understanding of the project, approach and methodology; and work plan	10
4	<p>Presentation before the designated committee/assessment by the committee</p> <p>Understanding of the Assignment: Max 5 marks Approach & Methodology including operational plan, timeliness delivery etc: Max 10 Marks</p>	15
	Total	100

In case the agency fails to submit the documentary (completion certificate) proof mentioned above, then the Agency will not be allotted proportionate marks in respect of the unavailable documentary proof for that item/ criteria.

All Applicants to Submit duly signed and stamped copy of Annexure-1 as acceptance to reflect that the Terms and Conditions indicated therein are acceptable to them.

6.6 THE FINANCIAL PROPOSAL

- a. Agency to quote rate on the standard proforma provided on CPP Portal.
- b. After completion of Technical evaluation, the financial proposal of those agencies who do not qualify in technical evaluation will not be opened. The date and time for opening the financial bids of qualified agencies, shall be notified separately.
- c. The financial proposals shall be opened publicly in presence of the representatives of the technically qualified Agencies who choose to attend. The name of the Agency and the proposed prices shall be read aloud and recorded when the financial proposals are opened. For the purpose of evaluation, the total cost shall include all taxes and duties and also other expenses such as travel, translation, report printing or secretarial expenses. If conditions attached to any financial proposal, which shall have bearing on the total costs as indicated in the proposal, the TENDER EVALUATION COMMITTEE (TEC) shall reject any such proposal as nonresponsive financial proposal. However, if the TENDER EVALUATION COMMITTEE (TEC) feels it necessary to seek clarification on any financial proposals regarding taxes, duties or any such matter, the TENDER EVALUATION COMMITTEE (TEC) may do so by inviting responses in writing.

6.7 **Selection of the Agency:**

- (a) Only those bidders who obtain minimum of 70 marks out of 100 on the various criteria mentioned in Technical evaluation criteria, will be considered for opening of their financial bids.
- b. In case a minimum of 3 bidders do not obtain 70 marks, then top 3 bidders shall be selected, provided they obtain a minimum of 50 marks out of 100 on the various criteria stated above,
- c. In case no bidder obtains 50 marks out of 100 further process with respect to the tender shall be dropped.

The selection of the Agency will be done on the basis of quality cum cost based selection (QCBS) by giving weightage of 70:30 to marks obtained from Technical and Financial proposals respectively. The calculation of marks will be done accordingly.

- a. **Weightage of 70 to** the technical bid and weightage of **30 to** the financial bid will be considered.
- b. **Calculation will be as per formula given below:**

A	B	C	D	E	F	G	H	I
Sr.	Bidder Name	Technical Score secured	Technical Score-weighted (C*0.70)	Actual Financial quote of the Bidder	Financial Score (100*Actual quote/Lowest quote)	Financial Score weighted (F*0.30)	Total Score (D+G)	Rank
1								
2								
n								

- c. In case of a tie, the bid that scored a higher Technical score (Col C in above table) will be considered the best value bid.
- d. The agency scoring overall highest score i.e. Rank 1 will be selected.

6.7 Performance Security:

The Agency/Organization will have to furnish a performance security for an amount equal to 3% of the approved project cost, in the form of Bank Guarantee from any of the commercial bank. The performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations. The selected Agency shall have to submit the performance guarantee within 7 days of issue of letter of Award i.e before signing of the formal contract. In case the selected Agency fails to deposit the same in due time, it shall not be binding on DEPwD to award the work to the said Agency.

6.8 Rejection of all proposals and re-invitation:

The DEPwD will have the right to reject any or all proposals of bidders/successful bidders at any stage without assigning any reason whatsoever with the objective to complete the project in the stipulated time frame; at the risks and the cost of bidder/successful bidder. At any stage of the assignment of the project, if the work is

found to be un-satisfactory, the DEPwD may invoke the termination clause as mentioned in the contract.

7. PROPOSED FORMAT FOR THE CONTRACT

**CONTRACT FOR ENHANCEMENT OF MANAGEMENT INFORMATION SYSTEM
UNDER ACCESSIBLE INDIA CAMPAIGN**

Between

**Department of Empowerment of Persons with Disabilities, Ministry of Social
Justice and Empowerment, Govt. of India**

And

Name of the Agency:

Dated:

This CONTRACT (hereinafter called the "Contract") is made on the day of the (**day**) month of (**month**), (**year**) between the Department of Empowerment of Persons with Disabilities, Ministry of Social Justice and Empowerment, Government of India, CGO Complex, New Delhi (hereinafter called DEPwD) and Agency (selected Agency's name) [hereinafter called Agency].

WHEREAS:

- a. the Agency has the required professional skill, personnel and technical resources, has offered to provide the services in response to the **work order dated**issued by the DEPwD ;
- b. The DEPwD has accepted the offer of the AGENCY to provide the services on the Terms of References (ToR) set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- a. Terms of References (ToR)

Annexure-I

- b. Organizational Profile

Annexure-II

2. The mutual rights and obligations of the DEPwD and the agency shall be as set forth in the Contract, in particular:

- a. The agency shall carry out and complete the Services in accordance with provisions of the Contract; and
- b. The DEPwD shall make payments to the agency in accordance with provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this contract to be signed in their respective names as of the day and year first above written.

In the presence of:

**Signed
by:**

**For and on behalf of the DEPwD,
Ministry of Social Justice and
Empowerment, Govt. of India**

Signed by:

**Name and Address of
Selected Agency**

Witnesses:

(i)

(ii)

CONDITIONS OF CONTRACT

1. GENERAL CONDITIONS OF CONTRACT:

1.1 Definitions: Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a. "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.
- b. "DEPwD" means Department of Empowerment of Persons with Disabilities, Ministry of Social Justice and Empowerment, Govt. of India.
- c. "Agency" means Name and Address of Agency that will provide the Services to the DEPwD under the Contract.
- d. "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is this Contract and the Annexure I & II.
- e. "Day" means calendar day.
- f. "Effective Date" means the date on which this Contract comes into force.
- g. "Government" means the Government of India
- h. "Party" means the "DEPwD" or the AGENCY, as the case may be, and "Parties" means both of them.
- i. "Personnel" means professionals and support staff provided by the AGENCY assigned to perform the Services or any part thereof.
- j. "Services" means the work to be performed by the AGENCY pursuant to this Contract, as described in the ToR hereto.
- k. "Sub-Agency" means any person or entity to whom/which the Agency subcontracts any part of the Services.
- l. "Third Party" means any person or entity other than the "DEPwD", or the Agency.

m. "In writing" means communicated in written form with proof of receipt.

1.2 Relationship between the Parties: Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "DEPwD " and the AGENCY. The Agency , subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them hereunder.

1.3 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

1.4 Headings: The headings shall not limit, alter or affect the meaning of this Contract.

1.5 Notices:

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

i). DEPwD : Department of Empowerment of Persons with Disabilities, Ministry of Social Justice and Empowerment, Govt. of India, Pt. Deendayal Antyodaya Bhawan, CGO Complex, New Delhi-110003.

ii) (AGENCY): complete address of the selected Agency.

1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in Clause 1.5.1.

1.6 Coverage: All States and selected UTs.

1.7 Taxes and Duties: The AGENCY shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.8 Fraud and Corruption:

1.8.1 Definitions: It is the DEPwD 's policy to require that DEPwD as well as Agency to observe the highest standard of ethics during the execution of the **Contract**. In pursuance of this policy, the DEPwD defines, for the purpose of this provision, the terms set forth below as follows:

i. "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value

- to influence the action of a public official in the selection process or in contract execution;
- ii. “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - iii. “collusive practices” means a scheme or arrangement between two or more AGENCY s, with or without the knowledge of the DEPwD , designed to establish prices at artificial, noncompetitive levels;
 - iv. “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.8.2 Measures to be taken by the DEPwD :

The DEPwD may, if it determines at any time that the AGENCY or Representatives of the AGENCY were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract,

- a. terminate the Contract, and /or
- b. declare the AGENCY ineligible, either indefinitely or for a stated period of time, to be awarded a contract .

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT:

2.1 Effective Date of Contract: This ‘Contract’ shall come into force and effect on the date of execution/signing of ‘Contract’ by the ‘Parties’.

2.2 Commencement of Services: The AGENCY shall begin carrying out the Services not later than 2 days after execution of the Contract.

2.3 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within 2 days after execution, DEPwD may, by not less than 7 days written notice to the other Party, declare this Contract to be null and void, and in such event, AGENCY shall have no claim against the DEPwD with respect hereto.

2.4 Expiration of Contract: Unless terminated earlier pursuant to Clause 2.3 or 2.8 hereof, this Contract shall expire on 26.1.2021 unless further extended by the DEPwD .

2.5 Modifications or Variations: Any modification or variation of the Terms of References (ToR) of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

2.6 Force Majeure:

2.6.1 Definition

a) For purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, (flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent, confiscation or any other action by Government agencies)

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party (ii) any event which a diligent Party could reasonably have expected and taken into account at the time of conclusion of this Contract,

(c) Insufficiency of funds or non-availability of personnel.

2.6.2 No Breach of Contract: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the Terms of References (ToR) of this Contract.

2.6.3 Measures to be taken:

- a. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than 7 days following occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the

restoration of normal conditions as soon as possible.

- c. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d. During the period of their inability to perform the Services as a result of an event of Force Majeure, the AGENCY, upon instructions by the “DEPwD”, shall either:
 - i. Demobilize; or
 - ii. Continue with the Services to the extent possible, in which case the AGENCY shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.
- e. In case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 8.

2.7 Suspension: The “DEPwD ” may, by written notice, suspend all payments to the AGENCY hereunder, if the AGENCY fails to perform any of its obligations under this Contract, including carrying out of the Services, provided that such notice of suspension shall (i) specify the nature of the failure, and (ii) allow the AGENCY to remedy such failure within a period not exceeding 7 days after receipt of such notice.

2.8 Termination:

2.8.1 Termination by the “DEPwD”: The “DEPwD” may terminate this Contract in case of the occurrence of any of the events specified in following paragraphs (a) through (h) of this Clause:

- a. If the AGENCY fails to remedy a failure in performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.7 hereinabove, within 7 days of receipt of such notice or within such further period as “DEPwD” may have subsequently approved in writing.
- b. If the AGENCY becomes insolvent or go into liquidation or receivership.

- c. If the AGENCY fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof.
- d. If the AGENCY, in the judgment of the “DEPwD”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- e. If the AGENCY submits to the “DEPwD ” a false Statement which has a material effect on the rights, obligations or interests of the “DEPwD ”.
- f. If the AGENCY places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the DEPwD .
- g. If the AGENCY fails to provide the quality services as envisaged under this Contract. The TENDER EVALUATION COMMITTEE (TEC)) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services and for any such deficiency, the reasons for which shall be recorded in writing. The TEC may decide to give one chance to the AGENCY to improve quality of the services.
- h. If the “DEPwD ”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.8.1.2 In such an occurrence the “DEPwD ” shall give a written notice of not less than 15 days for termination of the Contract.

2.8.2 Termination by the Agency:

The AGENCY may terminate this Contract, by not less than 15 days’ written notice to the “DEPwD”, in case of occurrence of any of the events specified in following paragraphs (a) through (d) of this Clause:

- a. If the “DEPwD ” fails to pay any money due to the AGENCY pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within 30 days after receiving written notice from the AGENCY that such payment is overdue.
- b. If the “DEPwD ” fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8 hereof.
- c. If the “DEPwD ” is in material breach of its obligations pursuant to this Contract and has not remedied the same within 7 days or the period

agreed by the AGENCY on receipt of the AGENCY's notice specifying such breach.

2.8.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses 2.3 or 2.8 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the AGENCY's obligation to permit inspection and copying of their records set forth in Clause 3.5 hereof, and iv) any right which a Party may have under the Law.

2.8.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.8.1 or 2.8.2 hereof, the AGENCY shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditure for this purpose to a minimum.

2.8.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses 2.8.1 or 2.8.2 hereof, the "DEPwD" shall make the following payments to the AGENCY:

- a. If the Contract is terminated pursuant to Clause 2.8.1 (g) to (i) or 2.8.2, remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the effective date of termination;
- b. If the agreement is terminated pursuant of Clause 2.8.1 (a) to (f), the AGENCY shall not be entitled to receive any agreed payments upon termination of the contract. However, the "DEPwD" may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the DEPwD . Applicable under such circumstances, upon termination, the "DEPwD" may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The AGENCY will be required to pay any such liquidated damages to "DEPwD" within 15 days of termination date.

2.8.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (i) of Clause 2.8.1.1 or in Clause 2.8.2 hereof has occurred, such Party may, within 7 days after receipt of notice

of termination from the other Party, refer the matter as provided under Clause 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the decision in the matter.

2.8.7 In the event that the Services are to be transferred to another service provider on termination by DEPwD, the vendor shall cooperate with the DEPwD during the handover to either DEPwD or any other service provider as appointed by DEPwD. Such cooperation shall extend to, but shall not be limited to, inter-working, co-ordinating and access to and provision of all applications, software, operational and performance documents, reports, summaries produced by the vendor for the DEPwD, including the configurations set up for the DEPwD and all information including data to be provided by the Vendor to the DEPwD under any other term of this work order necessary to achieve an effective transition without disruption to routine operational requirements. The performance guarantee shall be released only after successful transition.

3. OBLIGATIONS OF THE AGENCY

3.1 General

3.1.1 Standard of Performance: The AGENCY shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate Personnel. The agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the “DEPwD”, and shall at all times support and safeguard the “DEPwD’s” legitimate interests in any dealing with Third Parties.

3.1.2 Performance Guarantee: The AGENCY shall furnish a performance security, in the form of Bank Guarantee for an amount equal to 3% of the total cost of the project, which shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations. The selected Agency shall have to submit the performance guarantee within 7 days of issue of letter of Award i.e before signing of the formal contract. In case the selected Agency fails to deposit the same in due time, it shall not be binding on DEPwD to award the work to the said Agency.

3.2 Conflict of Interests: The AGENCY shall hold the “DEPwD’s interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during period of this contract, a conflict of interest arises for any reasons, the AGENCY shall promptly disclose the same to the DEPwD and seek its instructions.

3.2.1 AGENCY and Affiliates Not to Engage in Certain Activities: The AGENCY agrees that, during term of this Contract and after its termination, the AGENCY and any entity affiliated with the AGENCY shall be disqualified from providing

services resulting from or directly related to the AGENCY's Services for the preparation or implementation of the project.

3.3 Confidentiality: The knowhow generated from the Project would be the property of the 'DEPWD'. Except with prior written consent of the "DEPWD", the AGENCY and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in course of the Services, nor shall the AGENCY and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Subcontracts: the agency should execute the 'Services' through its own technical manpower and will not outsource the job, completely or partially, through any other Agency.

3.5 Documents and Applications Prepared by the AGENCY to be the Property of the "DEPWD": DEPwD will hold the licenses of all proprietary component/s, if any. Further the Intellectual Property Rights (IPR), copyrights and trademarks, as applicable, to all Systems and Software Applications related to this project, any derivative works, modifications, enhancements or improvements to the software, its related source code and all associated documentation shall rest with this Department. This Department will own all relevant artefacts such as documentation etc. along with source code developed by the Vendor.

All plans, drawings, specifications, designs, reports, other documents and software prepared by the AGENCY for the "DEPWD " under this Contract shall become and remain the property of the "DEPWD ", and the AGENCY shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "DEPWD ", together with a detailed inventory thereof.

4. AGENCY's PERSONNEL:

4.1. Description of Personnel: The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the AGENCY's Key Personnel are as per the AGENCY's proposal.

4.2. Addition, Removal and Replacement of Personnel:

- a. If, for any reason beyond reasonable control of the AGENCY, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the AGENCY shall forthwith provide as a replacement a person of equivalent or better qualifications.
- b. If the "DEPWD " (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with

performance of any of the Personnel, then the AGENCY shall, at the “DEPwD ’s written request specifying the grounds therefore, forthwith provide appropriate replacement by a person with equivalent or better qualifications and experience.

- c. At the time of replacement of any PMU team member, the AGENCY shall ensure proper handholding between old and new team member with minimum 15 days overlapping time between them.
- d. Actual PMU team member count may vary and can be different from the ones proposed for bid evaluation. DEPwD reserves the right of increase or decrease the count of members in PMU team, depending on the requirement at the same rate as fixed at the time of signing the contract.

4.3 The AGENCY shall nominate a Team Leader for the period of the assignment who will not be changed during the course of the assignment.

5.1 OBLIGATIONS OF THE “DEPwD”:

5.1.1 Assistance and Exemptions: The “DEPwD ” shall provide to the AGENCY any such assistance as may be appropriately required in connection with the assignment, such as issue of instructions to the concerned officials of Government/organization, as may be necessary or appropriate for the prompt and effective performance of the Services.

5.1.2 Payment: In consideration of the Services performed by the AGENCY under this Contract, the “DEPwD” shall make to the AGENCY such payments and in such manner, as is provided by Clause 6 of this Contract.

5.2 Deliverables:

S.No	Activities/Deliverables	Time Period
I.	Finalizing MIS requirements and submission of Software Requirement Specification Report	30 days from the date of signing the contract
II.	Development for customization in MIS application and Submission for User Acceptance Testing	90 days from the approval of SRS

III.	Made live the MIS application/portal, conducting training sessions for all stakeholders and finalized user manual and it also in include SSL, security audit, GIGW certification, any other certification etc.	30 days from approval of UAT
IV.	Maintenance of MIS Application including fixing bugs, minor to major modifications, content uploading, etc.	36 months from the date of made live
V.	Deputation PMU team in two phases: (Phase I – 01 member from the date of signing the contract; Phase – II – 01 member at the stage of UAT; Phase III – 03 members from the date of made live)	41 months from the date of signing the contract or till the maintenance period is over, whichever is later.

6. Terms of Payment:

Currency of Payment: All payments shall be made in Indian Rupees. The payment shall be made to the agency as per the following schedule:-

6.1 The payment to the vendor shall be carried out into two (02) parts as below:

Part	Description of Items
A	Application Design/Customization, Development, Implementation, Launch of the MIS Application and Maintenance for 03 (three) Years
B	Management and Operation of the Application (PMU Support in phases) for the period of 40 months since the date of signing the contract or till the maintenance period of enhanced MIS application is over, whichever is earlier (on quarterly basis)

6.2 PART - A

i. Payment schedule for Part(A) shall be as under:

S.no.	Milestone	Payment (%)
1.	Completion of SRS and customized application design	20%
2.	UAT or Completion report from user Department	50%
3.	Application Go-live including all certification (GIGW, CERT etc.)	10%

4.	09 months Maintenance period from the date of the MIS application made live	5%
5.	18 months Maintenance period from the date of the MIS application made live	5%
6.	27 months Maintenance period from the date of the MIS application made live	5%
7.	36 months Maintenance period from the date of the MIS application made live	5%

Note: The taxes as applicable shall be paid extra.

- ii. No extra cost shall be paid to the agency to successfully run the application publicly for the required period. All cost including manpower, license, server, hosting in NIC, Certifications (STQC or any other), GIGW compliance, Security Audit, upgradation, minor changes/modifications or any other cost required to run the application publicly will be deemed covered under this component.

6.3 PART - B

- i. Payment for Part(B) shall be paid quarterly in arrears after deducting the penalties, if applicable. The agency will submit a Monthly Performance Report which should be duly signed by the competent authority of this Department.
- ii. The taxes as applicable shall be paid extra.

6.4 Final Payment: The final payment shall be made only after acceptance of all the deliverables as indicated in the TOR. The Services shall be deemed completed and finally accepted by the 'DEPwD' unless the 'DEPwD' gives a written notice to the 'AGENCY' specifying in detail deficiencies in the 'Services', within 30 days of receipt of the deliverables. The 'AGENCY' shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

- (i) For the purpose of payment under Clause 6.4 above, acceptance means acceptance of the deliverables by the DEPwD after submission by the AGENCY.
- (ii) If the deliverables submitted by the AGENCY are not acceptable to the DEPwD, the DEPwD shall not release payment due to the AGENCY. This is without prejudice to the DEPwD's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the AGENCY only after it re-submits the Report and is accepted by the DEPwD .
- (iii) All payments under this Contract shall be made to the account of the AGENCY.
- (iv) With the exception of the final payment under 6.4 above, payments do not constitute acceptance of the Services nor relieve the AGENCY of any

obligations hereunder, unless the acceptance has been communicated by the DEPWD to the AGENCY in writing and the AGENCY has made necessary changes as per the comments / suggestions of the DEPWD communicated to the AGENCY.

- (v) In case of early termination of the contract, the payment shall be made to the AGENCY on pro-rata basis in respect of the services, which are found to be useful to the DEPwD

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith: The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 8 hereof

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement: Performance of the contract is governed by the terms & conditions of the contract. In case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 7 days after receipt. If that party fails to respond within 7 days, or the dispute cannot be amicably settled within 15 days following the response of that party, clause 8.2 shall become applicable.

8.2 Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the DEPwD and the AGENCY, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of sole arbitrator appointed by the Secretary of the DEPwD. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

8.3. Arbitration proceedings shall be held at Delhi and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

8.4 The decision of the arbitrator shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrator shall be shared equally by the DEPwD and the AGENCY. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

9. LIQUIDATED DAMAGES:

9.1 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and the AGENCY party agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

9.2 In case the deliverable is delayed beyond the submission date or the revised completion date (as agreed by DEPwD in writing), penalty will be leviable as per Service Level Metrics as per below:

S.no	Description	Phase	Criticality	Response window	Response Resolution
1.	Timeline violation in submission of deliverable	Project planning, Design & Implementation	Critical	Immediate	Immediate
2.	Entire portal is not functional	Operation and Management	Critical	15 min.	1-2 hr
3.	Any particular module is non-functional	Operation and Management	High	1 hr	2-4 hr
4.	Any particular section in a module is not functional	Operation and Management	Moderate	2 hr	4-8 hr
5.	Replacement of Human Resource	Project life cycle	Critical	Immediate	30 days within submission of change request

Note: In certain cases, if malfunctioning/ non-functioning of a particular section inside a module makes the entire module down. Then the criticality of the incident shall be considered "High".

- a) Delays in submission of deliverable: Delay in delivery of any deliverable as mentioned in clause 5.2, shall incur penalty of 5% of the payment linked to the deliverable for every week of delay. If the value of penalty accumulated at any time in the Contract, is more than 20% of the total Contract value, then DEPwD shall reserve the right to terminate the contract
- b) Delay in incident resolution may incur penalty of 0.5% of the Contract value per incident as stipulated in the table above. Non-compliance or failure to meet the service levels agreed for more than 4 times in a month, may lead to termination of the contract.
- c) Delay in providing substitute human resource within 30 days of placing such change request and on its approval by DEPwD, may incur penalty of 50% of fee agreed for that particular resource for the remaining period of the contract.

The Secretary, DEPwD will be the authority for waiving of penalty.

10. MISCELLANEOUS PROVISIONS:

- a) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- b) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- c) The AGENCY shall notify the DEPwD of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- d) The AGENCY shall at all times indemnify and keep indemnified the DEPwD /Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- e) The AGENCY shall at all times indemnify and keep indemnified the DEPwD /Government of India against any and all claims by Employees, Workman, agent(s), engaged or otherwise working for the AGENCY, in respect of wages, salaries, remuneration, compensation or the like.
- f) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- g) The initial period of engagement of the AGENCY shall be for 40 months from the date of placement of order/contract. If required, the engagement may be extended for another year after review of performance of the agency before

extension. The prerogative of extending the engagement shall solely be of DEPwD.

- h) It is acknowledged and agreed by all Parties that the staff employed for the project are not employees of DEPwD and there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the AGENCY for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the DEPwD.

Annexure-II

The following information **NAME OF SELECTED AGENCY** is to be submitted for record

A: ORGANISATION PROFILE

(All boxes are to be filled)

Sl. No.				
1	Name of Organization			
2	Name and Designation of Contact Person			
3	Postal Address of the Organization (with pin code) (with pin code)			
4	Telephone Number with STD code			
5	Mobile No. of Contact Person			
6	E-mail Address of Contact Person			
7	Name and Designation of Head of the Organization responsible for the project			
8	Establishment Details			
	a.	Details of office space (in sq. ft.)		
	b.	Year Established		
	c.	Type of Organization		
	d.	Financial strength of the Organization	Turnover (in Crore)	
	2017-18		2018-19	2019-20

CERTIFICATE BY HEAD OF ORGANIZATION *(on the organization's letter head)*

It is certified that:

1. The information given in this proposal in response to the RfP No.....by <NAME OF THE BIDDER> is TRUE to the best of my knowledge. The organization shall stand liable for any information given above which is later found to be FALSE, including the forfeiture of any payment due to it.
2. The professionals, staff, equipment and all requisite infrastructural facilities mentioned in this bid shall be made available for this project in due time.
3. The establishment/office is fully equipped to handle this assignment and would implement this project.
4. I am competent to sign this Certificate.

Date:

Authorized Signatory

Place:

Name:

Designation:

Seal of the Organization

8.

STANDARD FORMATS FOR THE TECHNICAL PROPOSAL

(Cover letter for submission of Technical and Financial Bids)
Engagement of an Agency for Enhancement of Management Information
System under Accessible India Campaign
FORMAT FOR LETTER OF PROPOSAL

Ref. No.

Date:

To,

The Under Secretary (AIC)
Department of Empowerment of Persons with Disabilities
5th Floor, Pt. Deendayal 'Antyodaya Bhawan'
CGO Complex, Lodhi Road, New Delhi - 110003

Subject: Proposal for “Engagement of an Agency for Enhancement of Management Information System under Accessible India Campaign”

Sir,

With reference to your RfP document ----- dated.....on the subject cited above, we wish to apply for **Engagement of an Agency for Enhancement of Management Information System under Accessible India Campaign**. In this connection, the following documents are submitted:-

1. TECHNICAL BID containing the following documents along with the self-signed supporting documents:

- i. Letter of Proposal submission (Format-1)
- ii. Tender acceptance letter (Format-2)
- iii. Information Sheet (Format-3)
- iv. Anti-collusion certificate (Format-4)
- v. Financial capability of the bidder (Format-5)
- vi. Methodology proposed (Format-6)
- vii. Proposed Team Composition (Format – 7) including CVs (Format (**)).
- viii. Format for Bidder's Experience (Format-8)
- ix. Format for bid security declaration (Format-10)

2. FINANCIAL BID (submitted at cpp portal) as per Format 9.

Enclosures: as above

Yours' faithfully,

Signature of Authorized Signatory

Name:

Designation

[Please affix rubber stamp]

FORMAT FOR TENDER ACCEPTANCE LETTER
(To be given on Letter Head)

Date:

To,

**The Under Secretary (AIC)
Department of Empowerment of Persons with Disabilities
5th Floor, Pt. Deendayal 'Antyodaya Bhawan'
CGO Complex, Lodhi Road, New Delhi - 110003**

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender / Work: - Engagement of an Agency for Enhancement of Management Information System under Accessible India Campaign

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site namely www.eprocure.gov.in as per your advertisement, given in the www.disabilityaffairs.gov.in and www.eprocure.gov.in.
2. I / We hereby certify that I / we have read the entire pages of the RfP documents (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) if any, issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or

summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours' faithfully,

Signature of Authorized Signatory:

Name:

Designation:

[Please affix rubber stamp]

INFORMAION SHEET FROM AGENCY

For Submission of Application for Engagement of an Agency for Enhancement of Management Information System under Accessible India Campaign
INFORMATION SHEET

SI N.	Particulars	Details	Remark, if any
(A)	AGENCY GENERAL DETAILS		
1.	Name of bidding Agency/Firm/Organization:		
2.	Type of Organization:		
3.	Headquarter:		
4.	Main areas of business:		
5.	Addresses for Correspondence:		
6.	Contact person:		
7.	Contact number:		
8.	Email id:		
9.	Date & Place of incorporation / registered bidder (enclose copy of relevant document):		
10.	Whether the firm has been blacklisted by any Central Govt. / State Govt./PSU/ Govt. Bodies / Autonomous? If yes, details thereof.		
11.	Location of offices in other parts of India:		

Continued

SI N.	Particulars	Details	Remark, if any
(B) Experience of Agency/Firm/Organization:-			
1.	Number of years' experience in consultancy (Since the year of successfully completion of first assignment)		
2.	Number of Similar works carried out for Government (Central/State) during last 3 years		
3.	Number of Similar works carried out for Private sectors during last 3 years		
(C) Qualification and experience of the proposed Team:			
1.	Project Manager cum Team leader	Educational Qualification	
		Work experience (in years)	
...n.	Team members	Educational Qualification	
		Work experience (in years)	
(D) Annual Financial strength of agency:			
i.	Average Annual Turnover figure (Rs. in Crores) for last three years		
ii.	In case, it is a private entity / firm, is it a profit-making entity during each of the last three years.		

*No box in the above table is to left blank without mentioning the proper justification in Remarks column.

Date:

Signature of Authorized signatory:

Name:

Designation:

[Please affix rubber stamp]

Name of the Agency:

FORMAT FOR ANTI-COLLUSION CERTIFICATE

(On the letter head of the bidder)

We hereby certify and confirm that in the preparation and submission of our proposal for the Assignment “**Engagement of an Agency for Enhancement of Management Information System under Accessible India Campaign**”, we have not acted in concert or in collusion with any other bidder or other person (s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant proposal.

Date:

Signature of Authorized signatory:

Name:

Designation:

[Please affix rubber stamp]

Name of the Agency:

Format – 5

(Rs. in Crores)					
S. No.	Financial Year	Whether profitable Yes/No	Annual net profit	Overall annual turnover	Annual turnover from only Consultancy services rendered in India
1	2017-18				
2	2018-19				
3	2019-20				
AVERAGE OF THE ABOVE					
Note: Agencies are required to enclose auditor's certificate in support of their claim.					

Financial Capability of the Bidder

Date:

Signature of Authorized signatory:

Name:

Designation:

[Please affix rubber stamp]

Name of the Agency:

“METHODOLOGY PROPOSED”

Engagement of an Agency for Enhancement of Management Information System under Accessible India Campaign

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (Maximum 30 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,*
- b) Work Plan,*
- c) Timeline, and*
- d) Organization and Staffing,*

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here.

d) *Implementation Timelines (in Months) with deliverables*

Organization and Staffing. *In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key experts responsible, and proposed technical and support staff.*

c) *Identify risks and mitigating measures.*

Date:

Signature of Authorized Signatory

Name:

Designation:

[Please affix rubber stamp]

Engagement of an Agency for Enhancement of Management Information System under Accessible India Campaign

Format for furnishing details about **Team Composition** (Key personnel proposed to be engaged in the project)

1. Name of Agency:
2. No. of **full time professional staff** available with the agency:
3. Team composition proposed for the project:

(A) Team Leader

Sl. No.	Proposed Role Name	Educational Qualifications (With Stream)	Area of Expertise	Years of Experience	Projects handled			Position in the Agency	Working with Agency, since (years)
					As team leader (Numbers)	As a member (numbers)	Project details		
1.									

(B) Development Team

Sl. No.	Project Role	Name	Educational Qualifications (With Stream)	Years of Experience in the areas of present project	Position in the Agency	Working with Agency, since (years)
1.						
n.						

(C) PMU Team

Sl. No.	Project Role	Name	Educational Qualifications (With Stream)	Years of Experience in the areas of present project	Position in the Agency	Working with Agency, since (years)
1.						
n.						

* Separate sheet for the team members are to be furnished as per the format (**).

Date:

Signature of Authorized Signatory

Name:

Designation:

[Please affix rubber stamp]

Engagement of an Agency for Enhancement of Management Information System under Accessible India Campaign

1. Proposed Position

2. Name of Firm:

3. Name:

4. Date of Birth:

Nationality:

5. Education:

Institution [Dates from – Date to]	Degree(s) or Diploma(s) obtained

5a. Certification(s):

Certification	Issuing authority	Validity

5b. Expertise:

6. Membership of Professional Associations:

7. Other Training:

8. Countries of Work Experience:

9. Languages:

10. Employment Record:

From: _____ To: Present _____

Employer: _____

Position Held: _____

11. Detailed Tasks Assigned	12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned
	<p>Name of Assignment or Project:</p> <p>Year :</p> <p>Location:</p> <p>Client:</p> <p>Main project features:</p> <p>Positions held:</p> <p>Activities performed:</p>

Add the rows as per the number of relevant projects

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications and my experience.

[Signature of Expert]

Date:

Date:

Signature of Authorized signatory:

Name:

Designation:

[Please affix rubber stamp]

Name of the Agency:

Format for Bidder’s Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment]

Assignment name:	
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No of man-months of the assignment:
Address:	Amount of consulting fee received by your firm (INR)
Start date (month/year):	Completion date (month/year):
Name of associated Consultants, if any:	No. of professional man-months provided by associated Consultants:
Narrative description of Project	
Description of actual services provided by your staff within the assignment:	
Firm’s Name:	

Note: Completion certificate shall be provided the bidder for evaluation purpose.

Engagement of an Agency for Enhancement of Management Information System under Accessible India Campaign

Instruction to bidders

1. No hidden costs or conditions will be accepted. All cost including manpower, license, server, hosting in NIC, Certifications (STQC or any other), GIGW compliance, Security Audit, upgradation, minor changes/modifications or any other cost required to run the MIS application to be considered by the bidder.
2. The bidder to provide clear break up of all the cost including the schedule of resource to be deployed
3. The bidder to consider cost for a PMU team of 05 members as per the RfP. No hidden costs or conditions will be accepted. All cost including manpower (with breakup cost of each person), office, stationary, travelling, lodgings, boarding or any other cost shall be considered by the bidder etc.
4. Manpower deployed should be given all statutory benefits such PF, ESIC etc. by the bidder as applicable.
5. In case of extension, the same rate as quoted shall be considered.
6. The cost quoted will be firm and fixed for the duration of performance of the contract. At no point of time will any deviation from the quoted rate be entertained by DEPwD.
7. The Financial Bid shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.
8. The financial evaluation shall be based on the Total Amount (as at Sr. No. (F) of the table below)

Format for submitting financial proposal

S.no.	Description of Items	Unit	Unit Rate	Quantity	Total
(A) MIS Portal enhancement and Development					
1				
2				
..					
(B) Management, Operation and Maintenance of the MIS (PMU support)					
1				
2				
..					
(C) Certification charges					
1				
2				
..					
(D) Miscellaneous Expenses, if any					
1				
2				
..					
(E) Applicable Taxes					
(F) GRAND TOTAL AMOUNT (in INR) = A+B+C+D+E				

Declaration:

This is to certify that I/We before signing this job assignment have read and fully understood all the terms and conditions contained in the document and undertake myself/ourselves to strictly abide by them.

Date:

Signature of Authorized signatory:

Name:

Designation:

[Please affix rubber stamp]

Name of the Agency:

Bid Securing Declaration

(on the organization's letter head)

(Refer Clause 3.8)

I hereby submit a declaration that the bid submitted by the undersigned, on behalf of the bidder, [Name of the bidder], either sole or in JV, shall not be withdrawn or modified during the period of validity i.e. not less than 180 (one hundred eighty) days from the bid due date.

I, on behalf of the bidder, [Name of the bidder], also accept the fact that in case the bid is withdrawn or modified during the period of its validity or if we fail to sign the contract in case the work is awarded to us or we fail to submit a performance security before the deadline defined in the Request for Proposal (RFP), then [Name of the bidder] will be suspended for participation in the tendering process of DEPwD or its subordinate offices for a period of three year from the bid due date of this project.

Date:

Signature of Authorized signatory:

Name:

Designation:

[Please affix rubber stamp]

Name of the Agency: