

Tender Document

For

‘Software development for Direct Benefit Transfer’



**National Handloom Development Corporation Limited
(A Government of India Undertaking)**

Corporate office:

Wegmans Business Park, tower 1, Plot No. 3,
Sector Knowledge Park – 3, Surajpur Kasma road,
Greater Noida – 201 306

RFP Ref No: NHDC/IT/DBT/001/2017-18

The information provided by the bidders in response to this RFP Document will be the property of the NHDC and will not be returned. The NHDC reserves the right to amend, rescind or reissue this RFP Document and all amendments so made will be advised to the bidders and such amendments will be binding on them. The NHDC also reserves its right to accept or reject any or all the responses to this RFP Document without assigning any reason, whatsoever, and without any cost and / or compensation therefor.

This document is prepared by NHDC for its requirement of Selection of vendor “**Software development for DBT**”. It should not be reused or copied or used either partially or fully in any form by any bidder.

Notice Inviting for Tender for Selection of Vender for Software development for Direct Benefit Transfer(DBT)

NHDC invites two stage sealed tenders from the interested bidders for Development of software for DBT Transfer in the weaver`s account.

The details of Tender may be downloaded at www.nhdc.org.in since 02/06/2017 to 12/06/2017.

The last date of submission of tender is 12/06/2017 at 15:00 Hrs. at the following address: -

National Handloom Development Corporation Limited,
(A Government of India Undertaking)
Wegmans Business Park, tower 1, Plot No. 3,
Sector Knowledge Park – 3,
Surajpur Kasna road,
Greater Noida – 201 306

All documents containing the tender documents duly attested by the bidders should reach on the above given address on or before the last date of submission i.e. 12/06/2017 at 15:00 Hrs.

INTRODUCTION

National Handloom Development Corporation Limited (NHDC) was set up in February, 1983 by the Government of India as a public sector undertaking, under the Companies Act, 1956 in pursuance of the imperative need for a national level agency to assist the speedy development of the handloom sector by coordinating all actions covering the procurement and supply of inputs at reasonable prices, augmenting the marketing efforts of state handloom agencies and initiating developmental activities for upgrading the technology in the handloom sector and improving productivity. It has a pan-India presence with 09 Regional Offices and 31 Branch offices.

Invitation for Tender Bids

NHDC invites tenders from eligible bidders for selection of vendor for development of software for DBT.

Submission of Bids: General Terms and Conditions:

All documents pertaining to the tender should reach the following address on or before 12th June 2017, 15:00Hrs.:

**National Handloom Development Corporation,
Wegmans Business Park, Tower 1, 4th Floor,
Sector Knowledge Park – 3, Surajpur Kasna Road,
Greater Noida – 201306**

General Terms and Conditions:

1.The Technical Offer should be complete in all respects and contain all information asked for, in the exact format of eligibility / technical specifications given in the RFP, masked price bid (**except prices**). The Technical Offer must not contain any price information.

The Technical Offer should be complete in all respects and contain all information asked for, in the exact format of eligibility / technical specifications given in the RFP, masked price bid (**except prices**). The Technical Offer must not contain any price information. Tender Offer forwarding letter prescribed in Annexure - I should be submitted with the Technical Offer. NHDC, at its sole discretion, may not evaluate Technical Offer in case of non-submission or partial submission of eligibility / technical details. Any decision of NHDC in this regard shall be final, conclusive and binding upon the bidder

- a. NHDC does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the issuance of purchase order without assigning any reason, whatsoever, and without cost and / or compensation therefor.
- b. NHDC reserves the right to resort to re-tendering without providing any reason whatsoever. NHDC shall not incur any liability on account of such rejection.

- c. NHDC reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any, at any time prior to completion of evaluation of technical / eligibility bids from the participating bidders.
 - d. Canvassing of any kind will be a disqualification and NHDC may decide to cancel the bidder from its empanelment.
2. NHDC is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including holidays or delays. In case, the specified date of submission & opening of Bids is declared a holiday in Greater Noida/NCR, the bids will be received till the specified time on next working day and Technical Bid will be opened at specified time on that day. Bids once submitted will be treated as final and no further correspondence will be entertained in this context. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid.
3. Notwithstanding NHDC's right to cancel the order, liquidated damages for late delivery at 10 % (Ten percent) of the order value will be charged in case of delay.
4. The Price Bid must include all software, implementation, & maintenance cost for One Year with source code. The Price Bid should be inclusive of all applicable taxes such as Sales Tax / Service Tax / Octroi / Entry Tax / Way-bill etc. The bidder shall keep the price valid till the date of expiry of the contract. NHDC further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. Price quoted by the Bidder shall be in Indian Rupees and not subject to any price escalation, if the order is placed within the validity period.
5. The financial bid submitted by the vendor must be in conformity with the payment terms proposed by NHDC. Any deviation from the proposed payment terms would not be accepted.
6. Payment will be made on successful installation along with the operation of the software in the prescribed period of 30 days.
7. Delay in development of software will attract penalty of 10% of Total contractual cost.
8. NHDC reserve its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to NHDC alone:
 - Delay in delivery of Software and preparation of Software operational beyond the specified period.
 - Discrepancy in the quality of service software supplied for DBT during the implementation, rollout and subsequent maintenance process.
 - In case of cancellation of order, any payment made by the NHDC to the Vendor would necessarily have to be returned to NHDC. Further, the Vendor would also be required to compensate NHDC for any direct loss suffered by NHDC due to the cancellation of the contract / purchase order and any additional expenditure to be incurred by NHDC to appoint any other Vendor. This is after repaying the original amount paid.
9. In case, sum total of penalties and deliveries exceed 10% of the TCO (Total Contractual Cost) of In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise],

NHDC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution / continued execution of the scope of the Contract.

10. In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by NHDC, the Vendor herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as NHDC may specify including training, where the successor(s) is a representative/personnel of NHDC to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

The termination of contract shall not restrict the right of NHDC to get the source code and software, from the selected vendor at any time during the contract.

11. Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or NHDC as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and legal embargos, Terrorist attack, public unrest in work area.
- Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The selected bidder or NHDC shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

12. The Bidder and the NHDC shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b. The matter will be referred for negotiation between Authorized Official of NHDC/Purchaser and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same shall be resolved exclusively by arbitration and such

dispute shall be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Greater Noida/NCR and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or amendment thereof. Each Party to the dispute shall appoint one arbitrator of its own choice and the two appointed arbitrators shall appoint the third arbitrator who will act as the presiding arbitrator.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 30 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

The arbitrators shall hold their sittings at Greater Noida/NCR. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at **Lucknow** alone shall have the exclusive jurisdiction in respect of all matters connected with the Contract/Agreement. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

The selected Bidder shall not be entitled to suspend/terminate the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

13. The period of Contract shall initially be for a period of 01 (**One**) years between the NHDC represented by their Authorized official and selected vendor unless terminated by the NHDC by serving 90 days prior notice in writing to the vendor / selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor. However, after the completion of initial period, the contract may be extended for such further period as would be decided by the NHDC on the same terms and conditions as mentioned herein save and except the rate(s), which will be mutually determined by the parties.
14. Any bid received after the specified date and time of the receipt of bids prescribed in critical date sheet, will not be accepted by NHDC \
15. Bids shall remain valid for 180 (One Hundred and Eighty) days after the date of technical / eligibility bid opening prescribed by NHDC. NHDC holds the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence and without assigning any reason therefor. In exceptional circumstances, NHDC may solicit the Bidders consent to an extension of the validity period.

Other Terms and Conditions of the RFP

- a. **Signing of the bid:** The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by the duly authorized officers and supported by internal corporate authorizations.
- b. **Cost of preparation and submission of bid document:** The bidder shall bear all costs for the preparation and submission of the bid. NHDC shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.
- c. **Erasures OR Alterations:** The Bid should not contain alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialed / authenticated by the person/(s) signing the Bid. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the bid.
- d. **Language of Bid:** The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and NHDC shall be in English language only.
- e. **Preliminary Scrutiny:** NHDC will scrutinize the offers/bids to determine whether they are complete, whether any errors have been made in the offer/bid, whether required technical / eligibility documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.
- f. NHDC reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. NHDC reserves its right to negotiate with any or all bidders. The NHDC reserves the right to accept any bid in whole or in part without assigning any reason and without any cost or compensation therefor.
- g. NHDC reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When NHDC makes any such rejection, NHDC will not be bound to give any reason and/or justification in this regard to the bidder. NHDC further reserves the right to reject any or all offers or cancel the whole tendering process due to change in its business requirement without assigning any reason and without any cost or compensation therefor.
- h. **Clarification of Offers:** To assist in the scrutiny, evaluation and comparison of offers/bids, NHDC may, at its sole discretion, ask some or all bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of NHDC in this regard shall be final, conclusive and binding on the bidder.
- i. **Audit by Third Party:** NHDC at its discretion may appoint its officials/third party for auditing the activities of onsite services and operations of entire services provided to the NHDC.

- j. **Jurisdiction:** The disputes or differences arising out of or in connection with the master contract to be executed between the NHDC and the vendor/selected bidder shall be subject to the exclusive jurisdiction of the courts at **Lucknow**.
- k. **Publicity:** Any publicity by the bidder in which the name of NHDC is to be used should be done only with the prior explicit written permission of NHDC. The Vendor shall not make or allow making a public announcement or media release about any aspect of the Contract unless NHDC first gives the Vendor its prior written consent.
- l. **Non-Transferable Offer:** This Request for Proposal (RFP) is not transferable.
- m. **Confidentiality of the Bid Document:** The bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and confidential.
- n. **The Intellectual property rights (IPR):** IPR of all registration, programmes, source, code, formats etc would vest with NHDC. The webspace, software registration, database servers etc, if any, for operating the project shall be purchased/registered in name of NHDC. NHDC would have full right to control the information put on the same.
- o. **Cancellation of tender process:** NHDC reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason and without any cost or compensation therefor.
- p. **Response of the Bid:** The Bidder should comply all the terms and conditions of RFP.
- q. The selected bidder/vendor shall ensure that the products provided by them for the aforesaid requirements / services must be in compliance with the laws, rules, regulations etc. The bidder is solely responsible for any legal obligation related to licenses during contract period for the solution proposed and Bidder shall give indemnity to that effect.
- r. NHDC shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers without assigning any reason whatsoever and without any cost or compensation therefor. NHDC has the right to re-issue tender/bid. NHDC reserves the right to make any change in the terms and conditions of purchase during the bidding process that will be informed to all bidders. NHDC will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of NHDC in this regard shall be final, conclusive and binding upon the bidder.
- s. **Adherence to Standards**

The bidder should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities. NHDC reserves the right to conduct an audit/ongoing audit of the services provided by the bidder.

NHDC reserves the right to ascertain information from the NHDC and other institutions to which the bidders have rendered their services for execution of similar projects.

t. Preventive Maintenance / Operational Support:

Problems related to the operational issues to be resolved by The Vendor. The Vendor shall follow the procedures for maintenance, backup, recovery, and overall change management.

u. Support Hours

The Vendor shall provide support to business user between 8.00 A.M. – 8:00 P.M, Monday to Sunday. However, DBT software maintenance and monitoring should be available 24 X .

Scope of Work/Requirements

- Consolidate payment receipt from GOI.

Data Entry screen & Fields:

- i. Received date
- ii. Amount
- iii. Cheque number
- iv. Total no of cluster

- Detailed payment receipt from GOI Cluster wise.

Data Entry screen. Fields:

- i. Implementing Agency (Master)
- ii. Cluster name (Master)
- iii. Total amount
- iv. Date

- Weaver's payment list update.

Data Entry screen. Fields:

- i. Excel upload facility (20 fields approx.)
- ii. Wrong data filtration.
- iii. Matching of weavers data

- Other Payment/ Receipts interface.

- Payment validate after excel upload.

- i. Screen where all the updated weavers will be displayed where payment will be crosschecked and will be approved.
- ii. Payment will be based on the entry done while payment received cluster wise.
- iii. Automatic deduction from the total value of cluster and cannot be assigned to weavers beyond that.
- iv. If the amount has reached the lower level for the specific cluster it will indicate/ stops for validating the payment.
- v. Generation of verified list which will be submitted to Bank for payment. Provision for generation of excel is also required.

- Master Database

- i. State
- ii. City
- iii. Implementing agency
- iv. Cluster detail

- v. Weavers detail
- vi. WSC Details
- vii. Financial eligibility and fund receipt details
- viii. Any other details desired by management

- MIS based on the format and criteria.
- Reports for Bank transactions .
- Reports for generating claims.
- Any other requirement generated while developing/using software.

Bid Opening and Evaluation Criteria

Evaluation Methodology

The evaluation will be a two-stage process:-

Phase 1 – Technical Evaluation

Phase 2 – Commercial/ Financial Evaluation

During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/e-mail seeking explanation.

Commercial Evaluation:

Commercial Bids of bidders, who qualified in the Technical evaluation stage, will be considered for participation in Commercial/Financial Bidding. After Technical Evaluation opening Commercial Offers of the short-listed Bidders, if any discrepancy is noticed between words and figures, the amount indicated in words shall prevail.

1.2 Selection Methodology

Based on Total Cost of Ownership

This shall be based on the Quality and Cost Based Selection (QCBS) method where the Technical score (Tb) is given a weight of 0.7 i.e. (70%) and financial score is given a weight of 0.3 i.e. (30 %):

Calculation of Financial score ($S_f = 100 \times F_m / F_b$)

Final Score of the bid = $(0.7 \times T_b) + (0.3 \times S_f)$

Where Tb is the Technical Score and Sf is the Financial Score of the bidder

Calculation of Financial score ($S_f = 100 \times F_m / F_b$)

Fm: Minimum Financial bid , Fb: Financial bid of the bidder.

Tender Offer Forwarding Letter

RFP Ref. No.: NHDC/IT/DBT/001/2017-18

Date:

National Handloom Development Corporation
Wegmans Business Park, Tower 1,
Sector KP – 3, Surajpur Kasna Road,
Greater Noida – 201 306 (UP)

Dear Sir,

Sub: Your RFP for “Software development for DBT” RFP Ref No.NHDC/IT/DBT/001/2017-18 Dated.

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we hereby enclose our offer for “Designing, development, Hosting & Maintaining of NHDC Software for DBT” mentioned in the RFP document forming Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Technical as well as Commercial Bids by NHDC we undertake to Designing, development, Hosting & Maintenance of NHDC Software for DBT as per your purchase orders.

We agree to abide by the terms and conditions of this tender offer till 180 days from the date of eligibility / technical bid opening and our offer shall remain binding upon us which may be accepted by NHDC any time before expiry of 180 days.

Until a Master Contract is executed, this tender offer, together with NHDC written acceptance thereof and NHDC notification of award, shall constitute a binding contract between us.

We understand that the NHDC is not bound to accept the lowest or any offer NHDC may receive.

Date: -----

Signature:

(In the Capacity of)

Duly authorized to sign the tender offer for and on behalf of

General Details of the Bidder

A. Profile of Bidder

1. Name of bidder:
2. Location/Address
 - Controlling Office:
3. Date of incorporation & Date of Commencement of business:
4. Names of Banker/s

B. Financial Position of Bidder for the last three financial years

	2013-14	2014-15	2015-16
Net worth			
Turnover			

Technical Evaluation

S N	Criteria /Parameters	Marks	Scoring Methodology	
1	Credentials	15		
	a	Should possess experience in designing ,development and maintaining of Accounting/DBMS Software.	5	Evaluation based on richness of experience as provided through case studies
	b	Project Understanding	5	Demonstration of in-depth understanding of the NHDC project requirements through the technical proposals
	c	Usage of Project Management tools (web based tool for task management of the project)	5	<ul style="list-style-type: none"> ▪ Full marks if criteria met ▪ Nil : Others
2	Software Maintenance Experience	20		
	a	Project experience involving maintenance / designing / revamping of Software (preferably for Govt. organisation/PSU) and running successfully presently & supporting - Software over mobile phones, tablets, desktops etc. - Accounting software - DBMS software	10	<ul style="list-style-type: none"> ▪ If experienced for 5 or above organisation – 10 Marks ▪ If experienced for 3 organisation – 6 Marks ▪ If experienced for 1 organisation – 2 Marks
	b	Experience involving software development & maintenance considering security aspects and conducting vulnerability assessment penetration test (VAPT)	10	<ul style="list-style-type: none"> ▪ Full marks if criteria met ▪ Nil : Others
3	Experience for Data Security and Regular backup of database.	10		
	a	Project experience including Data security and Data Backup of developed Software.	10	<ul style="list-style-type: none"> ▪ If experienced for 5 or above organisation– 10 Marks ▪ If experienced for 3 organisation– 6 Marks ▪ If experienced for 1 organisation– 2 Marks
4	Experience for Open Source Technology	10		
	a	Project experience involving designing, revamping, and maintenance of Accounting Software and DBMS System.	10	<ul style="list-style-type: none"> ▪ If experienced for 2 or above installation Institutions – 10 Marks ▪ If experienced for 1 installation – 5 Marks

S N	Criteria /Parameters	Marks	Scoring Methodology
5	Project methodology, approach and work plan	45	
	a Technical approach and methodology for the project	25	Criteria, adequacy and appropriateness of the proposed methodology and work plan
	b Work plan and manpower deployment	20	
Total		100	

Bids shall remain valid for 180 (One Hundred and Eighty) days after the date of technical / eligibility bid opening prescribed by NHDC. NHDC holds the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence and without assigning any reason therefor. In exceptional circumstances, NHDC may solicit the Bidders consent to an extension of the validity period.

Commercial/ Financial Bid

The designing and maintenance of software development and Database management, is required to be rendered on Fixed cost basis.

S.No.	Item/Brief description about DBT Software	Cost (Rs.)
1	Designing and development of DBT Software Cost.	
2	Maintenance Cost for 1 Year	
3	Total Cost	
4	Taxes and levies [on 3]	
	Grand Total	

Note: Bidders are requested to note the following:

- TDS will be deducted as per rules applicable.
- In case of any deviation in general terms and conditions, bids would be liable for rejection.

Date:

Place:

Name of Signatory

Designation

Seal of Company

Signature of Authorized Signatory