

प्रयोगात्मक विज्ञापन  
भारतीय मानक ब्यूरो  
आरएफपी नोटिस के प्रस्ताव का आमंत्रण

सन्दर्भ: एचएमडी/ आरएफपी/2018

14-12-2018

आरएफपी नोटिस के प्रस्ताव के लिए ऑनलाइन दो बोली निविदा प्रणाली के तहत योग्य फर्मों / परामर्शदाताओं/ कंपनियों को भारतीय मानक ब्यूरो, मनक भवन 9, बहादुर शाह जफर मार्ग, नई दिल्ली - 110002. की हॉलमार्किंग गतिविधियों के डिजिटलीकरण के लिए आमंत्रित किया जाता है ।

आरएफपी [www.bis.gov.in](http://www.bis.gov.in) और [www.eprocure.gov.in](http://www.eprocure.gov.in) से डाउनलोड किया जा सकता है। बोलियों की प्राप्ति की समाप्ति तिथि और समय 10.00 बजे तक 14-01-2019 है और तकनीकी बोलियां 15-01-2019 को 11.00 बजे खोली जाएंगी।

भारतीय मानक ब्यूरो को किसी भी कारण को बताए बिना किसी भी या सभी बोलियों को अस्वीकार करने का अधिकार है।

आरएफपी नोटिस / हिंदी और अंग्रेजी के दस्तावेज़ की सामग्री में यदि कोई अंतर पाया गया, तो अंग्रेजी संस्करण प्रबल होगा।

जारीकर्ता

भारतीय मानक ब्यूरो  
9, बहादुर शाह जफर मार्ग  
नई दिल्ली - 110002  
फोन: + 91-11-23235643  
ई-मेल आईडी [hallmarking@bis.org.in](mailto:hallmarking@bis.org.in)

TENTATIVE ADVERTISEMENT  
**BUREAU OF INDIAN STANDARDS**

**Request for Proposal (RFP) Notice**

Ref: HMD/RFP/2018

Date 14.12.2018

Online Request for Proposals (RFP) are invited under two-bid system from eligible firms/consultants/companies for the Digitisation of Hall Marking Activities in Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002. The RFP can be downloaded from [www.bis.gov.in](http://www.bis.gov.in) and [www.eprocure.gov.in](http://www.eprocure.gov.in). The closing date and time of receipt of bids is 14.01.2019 up to **10.00** hrs and the technical bids shall be opened on 15.01.2019 at **11.00** hrs.

The BIS reserves the right to reject any or all the bids without assigning any reason.

**Differences, if any, found in the contents of RFP notice/document of Hindi and English, English version will prevail.**

Issued by  
**BUREAU OF INDIAN STANDARDS**  
**9 BAHADUR SHAH ZAFAR MARG**  
**NEW DELHI – 110 002**  
Phone: +91-11-23235643  
E-mail ID: hallmarking @bis.gov.in

## **SECTION 1 GENERAL**

**1.1** Bureau of Indian Standards (BIS), the National Standards Body of India under the aegis of Ministry of Food, Public Distribution and Consumer Affairs as per BIS Act 2016, Rules and Regulations thereunder. It has 33 branches, 5 Regional Offices and 8 Laboratories spread across India. BIS in addition to its main activity Standard Formulation also provides certification services ensuring quality of goods under certification. This covers product certification, Hall marking of Gold and Silver Jewellery/articles, system certification etc. To support its certification activity testing of products is carried out in its 8 laboratories and 380 (approx.) recognized labs and 750 (approx.) Assaying and Hallmarking centres (AHCs) (specifically for Gold & Silver Jewellery/articles). BIS also provides certification services to foreign manufacturers. In order to keep pace with the vision of digital India, efforts are being done to digitize various activities of BIS with an aim of providing a platform for ease of doing business to various stakeholders.

**1.2** BIS is requesting a proposal for engaging a credible professional bidder to conceptualize, design, develop and implement a system for online monitoring of Assaying & Hallmarking Centres (AHCs). The system shall facilitate projection of real time proceedings at BIS control room and a secured identification and traceability mechanism for jewellery hallmarked under its hallmarking scheme in AHC recognised by BIS. For this purpose, scope of work has been broadly spelt out in Section II. The bidder shall have facilities, capabilities, tools and processes to deliver according to the scope of this RFP. Bidder must have expertise in this work. The entire data will be stored / archived and the bidder will make arrangements to store the data, maintain its backup and recovery. All the real and virtual creations and the Intellectual Property Rights (IPR) will be owned by BIS.

## 1.3 RFP Terminology

**1.3.1** Definitions throughout this RFP, unless inconsistent with the subject matter or context:

- i) “BIS”- Bureau of Indian Standards established under Bureau of Indian Standards Act, 2016.
- ii) Bidder– An eligible entity/firm submitting Proposal/Bid in response to this RFP
- iii) Supplier/ Service Provider/ System Integrator – Selected Bidder/IT Solution implementing firm under this RFP.
- iv) Proposal/ Bid – The Bidder’s written reply or submission in response to this RFP.
- v) RFP – The request for proposal (this document) in its entirety, inclusive of any Addenda/ corrigendum that may be issued by BIS.
- vi) Solution/ Services/ Work/ System – “Solution” or “Services” or “Work” or “System” or “IT System” means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include services ancillary to the development of the solution, such as installation, commissioning, integration with existing systems, provision of technical assistance, training, certifications, auditing and other obligation of the Supplier covered under the RFP.
- vii) Project Cost - Project cost would be the initial cost/ one time cost/ fees / development Cost / installation cost/ commissioning cost/ integration cost with existing systems/ customization cost/ training cost / technical assistance.
- viii) Bill of Quantities - The bill of quantities (sometimes referred to as 'BoQ' or 'BQ') is a document prepared that provides project specific measured quantities of the items of work identified by specifications in the RFP documentation
- ix) Annual Maintenance Contract (AMC) - It would be the annual cost of maintenance of Software solution / Service.
- x) Portal – means a solution/website covering all features and functionalities given as (Scope) of this RFP.

## SECTION 2 SCHEDULE AND CRITICAL DATES

**2.1** The tentative schedule and critical dates are shown below:

Sl.No.	Event	Date
i)	Date of uploading RFP on Central Public Procurement Portal	14.12.2018
ii)	Document Download / Sale Start Date	14.12.2018
iii)	Document Download / Sale End Date	14.01.2019
iv)	Clarification Start Date	14.12.2018
v)	Clarification End Date	27.12.2018
vi)	Pre Bid Meeting	28.12.2018 at 11.00 h, Venue: Room No. 450, BIS, Manak Bhawan, New Delhi
vii)	Bid Submission Start Date	04.01.2019
viii)	Bid Submission End Date	14.01.2019
ix)	Opening of Technical Bids	15.01.2019
x)	Contact details	Head (Hallmarking) 9, BSZ Marg, New Delhi-110002 Email: <a href="mailto:hallmarking@bis.gov.in">hallmarking@bis.gov.in</a> Phone: 011-23234223

**2.2** Technical and Financial Bids shall be up-loaded on Central Public Procurement Portal and [www.bis.gov.in](http://www.bis.gov.in). **Please see Annex-10 for instructions for online bid submission**

Bidder should be responsible for registering his company at Central Public Procurement Portal and seeking all necessary approvals required to upload the bid.

The BIS reserves the right to amend the document, tentative schedule and critical dates. It is the sole responsibility of prospective bidders to go through Central Public Procurement Portal / BIS Website from time to time for any updated information.

## **2.3 Disclaimer**

**2.3.1** The information contained in this Request for Proposal (RFP) for development, implementation and maintenance of a comprehensive IT solution covering for BIS activities/functions is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with BIS in relation to the provision of services.

**2.3.2** The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation agreed between the BIS and any successful Bidder as identified by BIS, after completion of the selection process as detailed in this document.

**2.3.3** No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of BIS with the Bidder.

**2.3.4** The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct their own study/investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice.

**2.3.5** BIS makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.

**2.3.6** BIS may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Such revisions to the RFP / amended RFP if, any, will be made available on the website BIS and Central Public Procurement (CPP) Portal.

**2.3.7** BIS will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that BIS is bound to select a bidder or to appoint the selected bidder, as the case may be, for the services and BIS reserves the right to accept/reject any or all of proposals submitted in response to RFP document at any stage without assigning any reasons whatsoever. BIS also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted RFP Application.

## **2.4 Procedures, Terms and Conditions**

**2.4.1** The Invitation for Bids is to be uploaded on two bids basis i.e. Technical Bid and Financial Bid.

**2.4.2** It is the responsibility of the Bidder to ensure that the bids are up loaded on time within the deadline through [www.eprocure.gov.in](http://www.eprocure.gov.in) A scanned copy of the EMD needs to be uploaded at the Central Public Procurement Portal and the original instrument of EMD shall be submitted before the closing date and time 14.01.2019, till 10.00 h. Head (Hallmarking), 9, Bahadur Shah Zafar Marg, New Delhi-110002. Registered Micro & Small Enterprises (MSEs) as defined in MSEs Procurement Policy, 2012 issued by Department of Micro, Small & Medium Enterprises (MSME) or as registered with the Central Purchase Organisation or the concerned Ministry or Department or Start-ups recognized by Department of Industrial Policy and Promotion (DIPP) are exempted from payment of EMD on production of valid certificate of registration with the authority/agency as indicated in the policy.

**2.4.3** All bids shall remain valid for 180 days from the last date of submission of bids.

**2.4.4** The BIS reserves the right to solicit additional information from Bidders.

**2.4.5** The BIS reserves the right to accept the whole, or part of or reject any or all bids without assigning any reasons and to select the Bidder(s) who, in the sole opinion, best meet the interest of the BIS.

**2.4.6** The BIS also reserves the right to negotiate with the bidders placed as H1 bidder in the interest of the BIS.

**2.4.7** The BIS reserves the right not to accept bid(s) from agencies resorting to unethical practices or on whom investigation/enquiry proceedings have been initiated by Government investigating Agencies/Vigilance Cell.

**2.4.8** All information contained in this RFP/bid, or provided in subsequent discussions or disclosures, is proprietary and confidential. No information shall be shared by the bidder with any other organizations/agencies.

**2.4.9** The successful bidder will submit the schedule plan to BIS. On the acceptance of the same by BIS, the schedule of jobs relating to deliverables will be decided. The successful bidder shall complete the job/activities as decided mutually between BIS and the successful bidder.

## **2.5 Eligibility Criteria**

**2.5.1** The Bidders should fulfil the following eligibility criteria for participating in the RFP. The Bidders shall provide documentary evidence for fulfilling the eligibility conditions as given below. It is the sole responsibility of the supplier/successful bidder to ensure the smooth and timely execution of the assigned work. Consortium/Joint Venture (JV) for bidding in the project will not be allowed.

<b>SI. No.</b>	<b>SPECIFIC REQUIREMENT</b>	<b>EVIDENCE</b>
i)	Bidder should be registered in India (MSEs or Start-ups to upload copy of the certificate)	Valid Registration Certificate
ii)	Bidders should not have been blacklisted by any of the State or Central Government organization.	Undertaking on letter head ( <b>Annex 1</b> )
iii)	Should not have been found guilty of any criminal offence by any Court of law.	Undertaking on letter head( <b>Annex 2</b> )
iv)	Compliance with the code of integrity as specified in the bidding document	Undertaking on letter head ( <b>Annex 3</b> )
v)	Goods & Service Tax (GST)	Copy of valid registration certificate
vi)	PAN	Copy



vii)	The bidder must have experience in developing Digital solutions on testing/certification processes and must have done at least one project in similar domain in last three years. (Project value to be indicated). Here “similar domain” implies real time monitoring through data generation to facilitate surveillance and monitoring activities on All India Basis through digital tools.	Copies of the completion certificates
viii)	The bidder must have an in- house tools/applications/Software Development & management Team which has process digitization tools and apps that runs on PCs and mobile devices.	Undertaking of in house technical capability on letter head
ix)	Integrity Pact	<b>Annex 4</b>
x)	The bidder must have minimum average turnover of Rs. 100 lakhs in last three years. However, this condition may be relaxed in case of Registered MSEs/Startups who must have minimum turnover of Rs. 25 lakhs in the financial year 2017-18.	Extracts from the audited Balance sheet and Profit & Loss AND Auditor Certificate  For MSEs/Start-ups valid registration certificate from the appropriate authority
xi)	The bidder must have relevant experience of minimum three years. However, this condition may be relaxed in case of Registered MSEs/Startups who must have minimum experience of one year.	Supporting documents may be submitted
xii)	The key personnel must have relevant experience of three years	Supporting documents may be submitted

## 2.6 Commercial Conditions

**2.6.1** Apart from the above, each bidder is required to fulfil the following terms and conditions:

### **a) Earnest Money Deposit (Registered MSEs & Startups Exempted)**

(i) Each bidder is required to submit INR 10,000,00/- (ten lakhs) as interest-free Earnest Money Deposit (EMD) in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form (in case of payment online, the bidder shall have to upload scanned copy of the transaction document showing transaction code/RTGS No. etc.) in favour of Bureau of Indian Standards, New Delhi, payable at New Delhi. A scanned copy of EMD also needs to be uploaded along with the bid at the Central Public Procurement Portal. The original instrument (Demand Draft, FDR, Banker's Cheque or Bank Guarantee) of the EMD must reach the authorised officer of BIS before the closing date. In the event of non-receipt of the original instrument before closing date, the bid will be considered as non-responsive and such bid shall not be evaluated. For the purpose of online payment of EMD, the bank details of the BIS are as follows:

Syndicate Bank, Bureau of Indian Standards, 9 Bahadurshah Zafar Marg, New Delhi.  
IFSC/NEFT Code: SYNB0009084, Account No.: 90841010000018, Email id: [dac@bis.gov.in](mailto:dac@bis.gov.in), PAN No. AAATB0431G, TAN No.: 07AAATB0431G1ZD, Service Tax Reg. No.: AAATB0431GST018

(ii) EMD should be submitted along with Technical Bid.

(iii) No interest shall be payable for the sum deposited as Earnest Money Deposit.

(iv) EMD of the unsuccessful bidders would be returned to them after expiry of the final bid validity and latest on or before the 30 days after the award of the contract.

(v) The EMD shall remain valid for a period of forty-five days beyond the final bid validity period.

(vi) If EMD is forfeited for any reason, the concerned bidder may be debarred from participation in the RFPs/tenders floated by BIS in future as per its sole discretion.

#### **b) Performance Security Deposit**

i) The successful bidder will have to submit a Performance Security equivalent to 10% of the total contract value of job for one year in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or online payment in an acceptable form; in favour of BIS, New Delhi. Performance Security should remain valid for a period of six months beyond the date of completion of all contractual obligations of the supplier including warranty obligations. For the purpose of online payment of EMD, the bank details of the BIS are as follows:

Syndicate Bank, Bureau of Indian Standards, 9 Bahadurshah Zafar Marg, New Delhi.  
IFSC/NEFT Code: SYNB0009084, Account No.: 90841010000018, Email id: [dac@bis.gov.in](mailto:dac@bis.gov.in), PAN No. AAATB0431G, TAN No.: 07AAATB0431G1ZD, Service Tax Reg. No.: AAATB0431GST018

a) The successful bidder has to renew the bank guarantee/draft on the same terms and conditions for the period up to the contract including extension period, if any.

b) Performance Guarantee would be returned only after successful completion of job assigned to them after adjusting/recovering any dues recoverable/payable from/by the Supplier on any account under the contract.

#### **c) Period Of Contract**

The contract will be for a period of 5 years subject to the satisfaction of BIS. If performance is satisfactory, BIS may extend the contract period upto two years subject to satisfactory performance of the contractor on the same rates and terms and conditions.

**d) Prices**

- (i) The bidder shall quote a total cost in INR which would include all charges. Taxes as applicable shall be payable by BIS and the respective AHC.
- (ii) The bidder has to ensure that the above bid amount quoted is inclusive of all manpower support required for the project execution and continuous support during the entire contract period.
- (iii) No increase in the prices would be allowed during contract period of five years. Further extension upto two years may be permitted on the same rates and terms and conditions.

**e) Amendment of RFP Document**

At any time before the submission of bids, the BIS may amend the RFP document by issuing an addendum/corrigendum in writing or by announcing it through e-procurement portal and its website. The addendum/corrigendum shall be binding on all the agencies. To give the Agencies reasonable time in which to take an amendment into account in their bids, the BIS may, if the amendment is substantial, extend the deadline for the submission of bid.

**f) Conflict of Interest**

- (i) The Supplier is required to provide professional, objective and impartial advice and at all times hold the Bureau's interests paramount, strictly avoid conflicts with other assignment/jobs or their own corporate interest and act without any consideration for future work.
- (ii) Without limitation on the generality of the foregoing, Agencies, and any of their affiliates, shall be considered to have a conflict of interest and shall not be appointed, under any of the circumstances set forth below:
- (iii) A Supplier or any of its affiliates, engaged to provide consulting assignment/job for this project shall be disqualified from subsequent downstream supply of goods or works or services resulting from or directly related to this project.
- (iv) A Supplier (including its affiliates) shall not be hired for any assignment/job that, by nature, may be in conflict with another assignment/job of the Supplier to be executed for the same or for another Employer.

(v) A Supplier that has a business or family relationship with a member of the BIS staff who is directly or indirectly involved in any part of the project shall not be awarded the Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the BIS throughout the selection process and the execution of the Contract. Agencies have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of BIS, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the forms of technical proposal provided herewith. If the Supplier fails to disclose said situations and if the BIS comes to know about any such situation at any time, it may lead to the disqualification of the Supplier during bidding process or the termination of its contract during execution of the assignment.

#### **g) Payment**

a) Payments, if any, shall be made subject to deductions of TDS and such other taxes as may be applicable from time to time. BIS shall make payment as on the following basis :

Sl. No.	Criteria	Payment Terms
i)	Award of Contract	Advance of 30% of the Fixed Charges (both hardware and software) will only be given on the receipt of the Bank Guarantee
ii)	On the receipt and installation of the Hardware in BIS premises	70% of the Fixed Charges (hardware component of Financial Bid only)
iii)	After 30 days of installation and commissioning of the Software	70% of the Fixed Charges (software component of the Financial Bid only)
iv)	Recurring charges: End of every quarter i.e., March, June, September and December every year. Charges to be paid on pro-rata basis if a full quarter is not completed	100% of the applicable recurring charges for the quarter

b) For claiming these payment the following documents are to be submitted:

i) Invoice

ii) Proof of payment of taxes

iii) In case of procurement of hardware for the project by the bidder, the invoice thereof shall be in the name of BIS.

iv) The bidder shall be fully responsible for all claims made by any third party and shall also be responsible for all expenses incurred by BIS in any litigation initiated by any third party.

v) The time schedule will have to be strictly adhered to for commencement and completion of the project. Any delay will not be accepted and penalties will be levied at the rate specified in the contract.

## **2.7 Penalty Clause**

(i) The detail Service Level Agreement (SLA) (**Annex 5**) will be signed with successful bidder. Any breach in SLA will lead to penalty and later termination of the contract. All the documents/ code / application etc. prepared and developed by the bidder will be the property of BIS. All designs, reports, other documents and software submitted by the bidder pursuant to this work order shall become and remain the property of BIS, and the bidder shall, not later than upon termination or expiration of this work order, deliver all such documents and software to the client, together with a detailed inventory thereof.

(ii) If at any given point of time it is found that the bidder has made a statement which is factually incorrect or if the bidder doesn't fulfil any of the contractual obligation, the BIS may take a decision to cancel the contract with immediate effect. Further, performance security of the supplier may also be forfeited if the performance of the supplier is not satisfactory.

(iii) In case of late services / no services on a specific activity, in which the Supplier fails to deliver the services within the period fixed for such delivery or at any time repudiates the contract, the Supplier shall be liable to pay Liquidated Damages which will be imposed @ 0.25% of per week of the cost of contract value up to maximum of 5% of the contract value for the quarter. - The BIS will have the right to terminate the contract at any time without assigning any reason thereof after giving thirty days notice.

iv) The supplier will maintain logs for each of the service provided and shall provide necessary reports which will help in ascertaining the service levels and calculation of Non-performance deduction.

v) The downtime for scheduled maintenance would need to be mutually agreed between BIS and the supplier and between the supplier and AHCs. To reduce this time, various maintenance activities can be clubbed together with proper planning. "POT" means the Power on Time (in Hours) i.e. Total hours over the measurement period i.e. one quarter (24 \* number of days in the quarter).

"PMT" means the Preventive Maintenance time (in Hours) would be 0 in this case.

"DT" means Downtime (in Hours) and shall be calculated as follows:

Total downtime (DT) shall be Resolution Downtime + Recovery Downtime + additional Preventive maintenance time.

% uptime:  $\{(POT - PMT - DT) * 100\} / (POT - PMT)$

For calculation of the time lost due to any of the following causes shall not be included in calculating "Fix/Work Around Available Time" or "Resolution Time":

- a) Time lost due to power or environmental failures;
- b) Time taken to recover the equipment because of power or environmental failures;
- c) Time lost due to damage or malfunction of the equipment or any of the units thereof due to causes attributable to Employer, such as attachment of additional devices, making alteration to the system, participate in maintenance of the system, etc., without Bidder/ Supplier's consent.
- d) Time taken for scheduled maintenance/troubleshooting (including back-up and restore times) either for preventive purposes or improvement in function or other purposes;
- e) Time taken for reconfiguration or other planned downtime situations;
- f) Scheduled shutdowns as required by Employer. Bidder/ Supplier may also request Employer for a shutdown for maintenance purpose, which request will not be denied unreasonably by Employer.
- g) Time taken for booting the systems.
- h) Time taken to get approval from all stakeholders for the exclusive availability of system for support activities where the prospective solutions can be tested prior to promotion into production.

- j) Time taken by Employer to approve the work around or fix.
- k) Time taken by the third-party agency and service providers for fixing a product related fault/ defect, replacement of part(s), or responding to clarification

## **2.8 Preparation of Bid**

**2.8.1** All the bidders are requested to follow the instructions given below while up loading the bids. Proposal should be up loaded on two bid basis – separate technical and financial bids on Central Public Procurement Portal. Under non-disclosure to other bidders.

### **2.8.2 Technical and Financial Bids**

a) The technical bid should have the following:-

- (i) Forwarding letter on the bidding organization's printed letterhead.
- (ii) The bidder shall submit technical bid in prescribed format as per **Annex 6**. Submission of the different type of Technical bid will result in the proposal being deemed non-responsive. The bidder shall also submit the details of the quantity and technical specifications of Hardware both at BIS and AHC.
- (iii) Compliance and documentary proof of eligibility condition spelt out in clause 2.5.1 of Section 2. Documentary proof sought in other clauses of this RFP Document should also be enclosed.
- (iv) Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. Pages must be numbered consecutively within each section.
- (v) A point to point compliance and self-declaration for acceptance of terms and conditions of RFP document.
- (vi) Undertaking (self-declaration on letter head) of total responsibility for the trouble free operation.
- (vii) Undertaking (self-declaration on letter head) that the information submitted by them is correct and they will abide by the decision of BIS. In case the information submitted by the firm is found to be false and / or incorrect in any manner, the firm can be suspended and / or debarred.



- (viii) All pages of the document submitted should be signed.
  - (ix) An Integrity Pact shall be executed in the format as per **Annex 4** between BIS and the successful bidder.
- b) The Financial bid must contain the following:
- (i) Financial Bid in the format as BoQ \_ Pricebid.xls along with this RFP (**Annex 7**) document at <https://eprocure.gov.in/eprocure/app>.
  - (ii) Scope of services as per Section II each page duly signed.
  - (iii) No price / rate variation / adjustment or any other escalation will be entertained during the execution of the project

### **SECTION 3 METHOD OF EVALUATION AND AWARDS OF CONTRACT**

Bidders are requested to submit all requisite documents as per the uploaded RFP along with their bids; failing which the bids are liable for rejection.

#### **3.1 Evaluation of bids**

From the time the bids are opened to the time the contract is awarded, the agencies should not contact the BIS on any matter related to its Technical and/ or Financial bid except for seeking clarification which shall be through the e-procurement portal. Any effort by the agencies to influence the BIS in the examination, evaluation, ranking of bids and recommendation for award of contract may result in the rejection of the bidder's bid. A duly constituted Evaluation Committee will scrutinize and evaluate the bids for selection of an bidder.

#### **3.2 Criteria for Evaluation of Technical bid**

**3.2.1** The Evaluation Committee shall evaluate the Technical bids on the basis of their responsiveness to the qualification criteria. The qualification of the bidder and the evaluation criteria for the technical bid shall be as defined below.

**i) Normalization process for technical scores:** The criteria defined in **Annex 8** would be followed for evaluation of technical bids. Only Agencies obtaining a total score of 60 (on a maximum of 100) or more on the basis of criteria for evaluation given in **Annex 8** would be declared technically qualified. The best technical proposal with highest technical score ( $T_m$ ) will be given a technical score ( $S_t$ ) of 100 points. The technical scores ( $S_t$ ) of the other Technical Proposals will be determined using the following formula:  $[S_t = 100 \times T/T_m]$ , in which  $S_t$  is the technical score,  $T_m$  is the highest technical score, and  $T$  is the technical score of bidder under consideration.

**ii) Normalization process for financial scores:** The lowest financial proposal ( $F_m$ ) will be given a financial score ( $S_f$ ) of 100 points and for this purpose **Annex-7** only will be considered. The financial scores ( $S_f$ ) of the other Financial Proposals will be determined using the following formula:

$[S_f = 100 \times F_m/F]$ , in which  $S_f$  is the financial score,  $F_m$  is the lowest price, and  $F$  is the price of the proposal (in INR) under consideration].

**iii) Combined score**

Proposals will be ranked according to their combined technical ( $S_t$ ) and financial ( $S_f$ ) scores (Combined score =  $S$ ) using the weights ( $T$  = the weight given to the Technical Proposal;  $P$  = the weight given to the Financial Proposal). The weights given to the Technical and Financial proposals will be 0.7 and 0.3 respectively: ( $S = S_t \times 0.7 + S_f \times 0.3$ ). The assignment would be awarded to the bidder with the highest combined score.

**iv) Negotiations**

Normally there should be no post tender negotiations, it would be only on exceptional circumstances, if considered necessary, shall be held only with the Bidder who shall be placed as H-1 bidder after combined evaluation of the Technical and Financial bids, as indicated above. Under no circumstance, the financial negotiation shall result into an increase in the price originally quoted by the Bidder.

## **v) General**

- (i) Bids once submitted cannot be amended.
- (ii) Any Bid which does not quote for all items will be determined to be non-responsive and may be rejected.
- (iii) The Bidder shall not assign or sublet the contract or any substantial part thereof to any other agency, without written consent of the BIS.
- (iv) Technical bids and financial bids will be opened, in the presence of Bidders' representatives (One for each bidder), who wish to be present.

## **3.3 Arbitration**

- i) If any dispute, difference, question or disagreement shall at any time, hereafter arise, between the parties hereto or the respective representatives or assignees in connection with or arising out of the contract the Director General, BIS would appoint a sole arbitrator, who shall be accepted by the Supplier. The decision of the arbitrator shall be final and binding on both the parties.
- ii) It is also term of the contract that supplier shall not stop the work under this contract and work shall continue as expected to continue whether the arbitration proceedings have commenced or not
- iii) The Venue of the arbitration shall be at New Delhi. Subject to as aforesaid, the provision of the Indian Arbitration Act, 2015 and any statutory modifications or re-enactments thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

## **3.4 Labour Laws and Safety Measures**

**3.4.1** Supplier shall comply with all the provisions of labour law related legislation acts as enacted by Government from time to time and in case of any prosecution / penalty, consortium shall be liable for the same.

**3.4.2** Supplier shall be liable for payments of duties viz. P.F etc. including any compensation payable under Workmen Compensation Act. BIS shall have no responsibility or financial or other liabilities towards professional employed by agencies. Agencies will take all safety measures / precautions during the work. Any accident due to negligence / any other reason will be to supplier account.

### **3.5 Applicable Law and Jurisdiction**

This contract, including all matters connected with this contract, shall be governed by the India laws, both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Delhi Court, if required.

### **3.6 Insurance and Medical**

It is the responsibility of the agencies to insure their staff and equipment against any exigency that may occur at site. Agencies will also take insurance cover for third party liability, which might occur due to damages caused to their manpower, equipment etc. BIS shall not be responsible for any such damages. Medical facilities (as per law) for professional including insurance of the professional onsite will be provided by the agencies.

### **3.7 Indemnity**

- (i) The supplier appointed shall at all times indemnify and keep indemnified BIS against all claims/ damages etc. for any infringement of any Intellectual Property Rights(IPR) while providing its services under this work order.
- (ii) The supplier shall at all times indemnify and keep indemnified BIS against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Agencies) employees or caused by any action, omission or operation conducted by or on behalf of Agencies.
- (iii) The Supplier shall at all times indemnify and keep indemnified BIS against any and all claims by employees, workman, suppliers, agent(s) employed engaged or otherwise working for Agencies, in respect of their wages, salaries, remuneration, compensation or the hike.

(iv) All claims regarding indemnity shall survive the termination or expiry of the work order.

### **3.8 Force Majeure**

i) For the Purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of party.

ii) The terms "Force Majeure" as implied here in shall mean acts of God, War, Civil riots, fire directly affecting the performance of the contract, floods and Acts and Regulations of respective Government of the two parties, namely the Organisation and the contractor.

iii) Both upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, shall within 1 week of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. If deliveries are suspended by force majeure conditions lasting for more than 2(two) months, the Organisation shall have the option of cancelling this contract in whole or part at its discretion without any liability on its part. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

### **3.9 Failure & Termination Clause**

i) Time and date of delivery and period of execution shall be essence of the contract. If the Supplier fails to deliver the services thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract before the expiry of such periods, the BIS may without prejudice to any other right or remedy available to him to recover damages for breach of the contract: -

ii) Recover from the Supplier as liquidated damages which will be charged by way of penalty, as specified in the Clause 1.4 (Penalty Clause).

iii) Cancel the contract or a portion thereof by serving prior notice to the Supplier.

iv) The BIS may take a decision to cancel the contract with immediate effect and / or debar / blacklist the bidder from bidding prospectively for a period of 3 years or as decided by the BIS or take any other action as deemed necessary.

### **3.10 Supplier Code of Conduct and Business Ethics**

The BIS is committed to its 'values & beliefs' and business practices to ensure that Supplier, who provides services, will also comply with these principles.

#### **i) Bribery and corruption**

Agencies are strictly prohibited from directly or indirectly (through intermediates or subcontractors) offering any bribe or undue gratification in any form to any person or entity and / or indulging in any corrupt practice in order to obtain or retain a business or contract.

#### **ii) Integrity, indemnity & limitation**

Agencies shall maintain high degree of integrity during the course of its dealings with business/contractual relationship with the BIS. If it is discovered at any stage that any business/ contract was secured by playing fraud or misrepresentation or suppression of material facts, such contract shall be voidable at the sole option of the competent authority of the BIS. For avoidance of doubts, no rights shall accrue to the Supplier in relation to such business/contract and the BIS or any entity thereof shall not have or incur any obligation in respect thereof. The Supplier shall indemnify in respect of any loss or damage suffered by the BIS on account of such fraud, misrepresentation or suspension of material facts. The supplier will be solely responsible for the omission and commission of the employees deployed by them.

### **SECTION 4 GOALS AND OBJECTIVES**

i) To digitise the hallmarking activities in order to enhance the credibility of hallmark by introducing the component of traceability code on gold jewellery in addition to the other four components at laser marking using digital tools at assaying and hallmarking centres.

ii) To archive/retrieve data about the Jewellery and its testing and ensure that the jewellery that are hallmarked as per standards, and provide assurance of marked fineness to the end users.

iii) To support assaying and hallmarking centres for improving the efficiency of Hallmarking activities through better monitoring and thereby ensuring the reduction of revenue leakages.

#### **iv) Indicative Deliverables**

This provides indicative deliverables; however actual deliverables will depend upon project specific requirements and will be finalized with mutual consultation. The following is a list of indicative deliverables proposed through this RFP:

- a) High Level and Low Level Design/ Architecture Document
- b) SRS
- c) User Manual /SOP
- d) Data Backup/ Archival Process
- e) Requirement Traceability Matrix
- f) Source Code
- g) Security Audit Certification empanelled with Cert-In.
- h) Data Entry of translated sentence in Unicode font of respective language by the vendor.

#### **(v) Volumes expected**

The total number of stakeholders expected to interact may be 60,000 over a period of 1 year. Intranet users may be in the range of 500 -700 (concurrent), whereas the Internet users being envisaged in the range of 700 concurrent users. The above numbers are indicative and the designed solution should be scalable for higher volumes. The software developed or customized should follow a standard development process to ensure that it meets functional, security, performance & regulatory requirements of BIS.

User Growth rate 5% annually

Peak Concurrent Users: 500-700

## **vi) System Support and Helpdesk**

The supplier shall provide the following: (Below is the indicative and complete list shall be discussed with the supplier): Resolution of issues flagged by branches and other departments. All calls from the branches will be attended by the team concerned. Application / maintenance issues will be thereafter forwarded to the maintenance support team for resolution. Only policy/technical matters will be forwarded to BIS team. Resolution of issues flagged by visitors / customers / partners through the feedback utility on the website. All issues flagged by visitors / customers / partners will be looked into by the team concerned which will thereafter forward the same to the maintenance support team for resolution. Only policy/technical matters will be forwarded to BIS team.

- a) Updating system for calls received and closed
- b) Preparing the data for calls received and addressed
- c) System Monitoring
- d) Analysis of issues reported
- e) Resolution of the issues
- f) Updating/upgrading the system as per BIS requirements
- g) Reporting activities
- h) System availability
- i) Application Server Web server/Database logs monitoring
- j) Application Server/Web server Maintenance activities
- k) Daily Database backup
- l) Backup restorations
- m) Monitoring Server CPU, Memory usage
- n) Monitoring of user sessions for databases

## **SECTION 5 SCOPE OF WORK / DELIVERABLE**

### **5.1 Introduction**

BIS, on behalf of Government of India, invites proposals from eligible professional agencies/firms/ /companies for digitizing the Hallmarking activities; to enable seamless, efficient operations for BIS. For this purpose, bidders are requested to go through the information about Hallmarking activities/processes as available in BIS website [www.bis.gov.in](http://www.bis.gov.in).



## **5.2 Scope Of Work**

### **5.2.1 General**

- i) Conceptualise, design, develop, deploy, maintain and enhance the set of digital tools and services either as a connected, stand alone or web based solution to and hallmarking digitize the assaying activities of gold jewellery.
- ii) The bidder shall conceptualise and propose the process of digitization which covers the business, technical and social objectives of BIS.
- iii) The bidder is expected to address the issues related to operation and maintenance of their solution and hardware, software across all the devices that are connected to this solution at BIS offices. And the financial bid shall be made as per Financial Bid in the format as BoQ .
- iv) The bidder is responsible to setup the required hardware and management tools at each of the Assaying & hallmarking centres. These AHCs are spread across the country. The total cost of the hardware required to be installed at AHC including installation and maintenance shall be borne by the respective AHC and BIS will issue the necessary directions in this regard to all the AHCs for compliance. However the technical specification of the hardware to be installed at AHC shall be provided by the bidder.
- v) The digital solution shall automate the critical workflows of assaying & hallmarking centres as given in IS 15820 which broadly contains the following:
  - a) The jeweller shall submit the jewellery to the AHC at reception counter which is the first stage of monitoring. The request from the jeweller can also be made online however the jewellery will be brought by the authorized representative of the jeweller to AHC.
  - b) After making the necessary entry at receipt stage the jewellery will be sent to the next stage namely XRF. At this stage every piece will be checked for fineness and presence of prohibited elements and the data will be recorded.
  - c) The jewellery which has been accepted for further processing will be sent for sampling stage. At the sampling stage the required sample will be taken for assaying and weighed at assay balance. The samples will be then subjected for assaying as per relevant standard and after completion of the assaying process, the final weight of the sample (which are called as cornets) will be made

- d) Based on the satisfactory results of assaying, the centre will make online request to BIS indicating the number of pieces to be hallmarked for which BIS will provide the traceability code (alphanumeric code) through online.
- e) On receipt of the traceability code, the AHC will carry out the laser marking which contains traceability code also. A provision will also be made at laser marking stage for capturing the image of the jewellery.
- f) The digital solution shall ensure the work flow of above activities for monitoring and surveillance purpose.
- g) The digital solution should be such that it captures all recordings, facility to view with legibility and readability and capacity to analyse data with desired notifications (data analytics). The bidder shall arrange for hosting their solution in a data centre/cloud empanelled with MEITY. The cost of hosting the software shall be borne by the bidder.
- h) The bidder shall get their solution security audited and certified as “Safe-To-Host” by an bidder empanelled with Cert-In prior to deployment and at least once annually post deployment during the contract period. The original certificates shall be shared with BIS.

### **5.2.2 Central Monitoring Centre**

- i) Setup a remote management system at chosen BIS office that would enable the real time visualization of process activities at Assaying & Hallmarking centres. This remote management system include a Video wall (Minimum 5 screens of 55 inches each) associated with data display in the form of Videos, images from all connected Assaying & hallmarking centres.
- ii) The control room will be connected to all AHCs with the facility to observe the activities being carried out by the centres live. It should also have the capability to view the recordings of the preceding three months minimum. The provision to archive the old Video data beyond the backup period of three months shall be made available and the data should be easily retrievable. However the technical data other than video data shall have a backup of three years with the provision to archive the data for another three years.

- iii) All associated devices including servers, hardware, software etc. shall be provided by vendor to enable the Video wall based monitoring and it should be integrated with GIS as well.
- iv) Facility to record the proceedings locally at each AHC for a period of minimum five days in case of a network/system failure and synchronization with the BIS central control room.

### **5.2.3 System based monitoring**

- i) The solution should record all stages (as mentioned at 5 of 3.2.1 above) proceedings with a capability to enlarge the readings/values to enable readability. All the centres would require to be linked to central control room at BIS. The solution developed should work seamlessly on Windows, Linux, iOS and Android OS. There should be back up of minimum 3 months. Generate MIS reports and other reports in the formats given by BIS. Create an on-demand data in the form of electrical, mechanical, environmental parameters, data from test equipment, both in raw and analysed form like text, images, videos or and any suitable form in the virtual environment of officer.
- ii) The digital solutions shall be user friendly, and intuitive with easier learning curve for BIS officers, staff, Assaying & hallmarking centres
- iii) The design of the solution must consider the pragmatic conditions at BIS offices, manufacturers and testing lab locations, and ensure business continuity including working in offline mode.

### **5.2.4 Security**

- i) Ensure that the data transmitted is safe and secure either in collecting or in transmission stage including any third party sharing of data to stakeholders outside of BIS. The digital solution that is deployed shall be locked to target devices so as to ensure no misuse of the applications.
- ii) The digital solution shall have multilevel authorizations according the designation to ensure access limitation for people according to hierarchy/ designation/ authorization rules, or other interacting hardware/software. The authorizations may be in the form of Fingerprint, Iris or Face recognition etc.

- iii) The digital solution may have to provide multi factor authentication at required stages in order to establish the authenticity of login for first time registration of Assaying & hall marking centres and for general public if required as suggested by BIS
- iv) The digital solution shall be geo locked and shall not work at any location other than where it is intended to operate

#### **5.2.5 Areas of Responsibility**

- i) The Vendor should establish a GIS based system to track the testing centres which can be monitored from Central command centre located in BIS office.
- ii) The digital solution shall allow to assign areas of responsibility to respective BIS office or divisions or Individuals as chosen by BIS

#### **5.2.6 Data and its Collection methods**

- i) Connect the critical process equipment to the digital system to collect data and store in a chosen secured repository
- ii) This collection of data can be manual, semi-automatic or fully automatic. This shall be subject to approval by BIS

#### **5.2.7 Data Authenticity**

- i) The digital solution shall establish a fool proof methodology to establish the authenticity of the test data, either entered by end users like labs or automatically generated by test equipment and shall be easier to interpret and user friendly. The solution may employ machine vision based tools or Artificial intelligence tools or any suitable methodology to achieve this functionality.
- ii) The digital solution shall establish a mechanism to avoid duplication of tested articles and shall be promptly registered in BIS central repository and updated as the articles move across the supply chain till the end user purchase the article
- iii) The Digital tool may have a provision to verify authenticity of the purchased gold jewellery at Jeweller shop or on jewellery purchasers mobile. The tool may provide a test certificate as well that guarantees the authenticity from BIS server. This certificate can either be in the form of Card, or Paper or Virtual as well.

### **5.2.8 Artificial Intelligence & Data Analytics**

- i) The digital solutions may employ data analytics methods to determine the authenticity of data based on the collected data from testing centres.
- ii) The digital solution may employ artificial intelligence based methods to identify, detect and alert the respective BIS office or jurisdiction for proper action in the event of any undesired or deviated activity observed at Assaying & hallmarking centres
- iii) In case surveillance is required by BIS at any centre based on data analytics, the digital solution may provide inputs for the surveillance plan {input parameters like frequency and randomness of assaying centre, Loading of the respective officer (which may have to balance the loading of officers), based on non-conformities observed in previous audits and any other suitable criteria as defined by BIS from time to time}

### **5.2.9 Compatibility**

- i) The digital tool should ensure the backward compatibility on chosen equipment of manufacturers/labs for easier integration with minimum change. The digital tool shall have no or minimum dependence on the software/drivers of the test equipment and shall be designed to be independent of the lab device manufacturer. The chosen list will be provided by BIS
- ii) The digital solutions shall ensure compatibility of wide variety of equipment's that will be recommended by BIS based on expertise of testing labs. This may including modification /upgradation of manufacturing or testing equipment as necessary and agreed by BIS
- iii) The digital solutions shall be seamless in integration/access across wide variety of devices like Laptops, desktops and mobile phones either by web based or by standalone tools or Apps.

### **5.2.10 Future Proofing**

- i) The digital solutions shall ensure future proofing for all updates in operating systems, hardware upgrades either at testing centre or in BIS office
- ii) The digital solutions shall be developed in such a way that migration to any other operating systems in future shall be possible

#### **5.2.11 Supporting Hardware**

- i) Setup the required tools including hardware, software along with requisite licenses that are required for the complete solution at BIS HQ as specified in the areas above.
- ii) Setup the required tools including hardware, software along with requisite licenses that are required for the complete solution at AHC locations as specified in the areas above. At present 750 centres are spread across the country and around 4.2 crore articles were hallmarked in the last year. The present growth of AHCs are around 15 centres in a month and the every centre is having internet connectivity, UPS, Generator. Sufficient bandwidth, at least 10 Mbps is required for streaming of content from CCTV cameras.
- iii) All necessary hardware like Video sensors, Temperature sensors, Image sensors, Electrical, Mechanical or Chemical sensors that are required for interaction with the digital solution shall be provided by the vendor.

#### **5.2.12 Reporting**

- i) The digital system should provide consoles and dashboards as necessary to management for a quick and periodic reviews.
- ii) The digital solution shall provide an executive summary of activities at manufacturing locations, testing laboratories as chosen by BIS on periodic basis at chosen environment by BIS
- iii) The digital solutions shall be able to provide key statistics and reports as required by BIS management at different levels from time to time in the format as chosen by BIS.

#### **5.2.13 Training**

The bidder need to provide training, skill up-gradation and capability building of the officers of BIS, manufacturing and testing labs nominated representatives to handle the digital tools.

#### **5.2.14 Contingency Plan**

The project should have credible contingency plan to effectively handle crisis and emergencies.

### **5.3 Hardware Requirements**

- i) Hardware required for the digital solution at BIS premises would be supplied by supplier upon the specification as agreed by BIS. The required hardware for the digital solution at Assaying & hallmarking centres will be suggested by the contractor to ensure compatibility with the system at BIS and AHCs would acquire the same accordingly either from the contractor or from the market, as decided by respective AHCs. BIS would issue necessary direction to AHCs.
- ii) BIS, respective Assaying & hallmarking centres will provide the secured space ,internet connectivity and power for setting up of hardware for the digital solution as specified by the supplier
- iii) The Supplier shall be responsible to coordinate with Assaying & hallmarking centres to identify the space, setup the required infrastructure like Networking hardware, computers, manufacturing and testing equipment upgradation/modification etc, other hardware as necessary for the digital solution. This shall be done under the direction of BIS
- iv) All of the above, is to be done without any infringement of Intellectual Property Rights (IPR).

### **5.4 Storage of Content**

- i) Storage of data for the purpose of archiving in digital formats shall be done at chosen secured repository as agreed by BIS. This can be either a cloud based solution or a dedicated server based on Cost benefit analysis and security based evaluation and of maintainability.
- ii) The supplier shall ensure availability of archived content as and when needed by BIS.
- iii) Ensure the backup is stored in secure location and is encrypted
- iv) The content shall be accessed only by authorized personnel
- v) It is the responsibility of vendor to setup the entire infrastructure to enable the storage. Any requirement of space, power, and network connectivity need to be specified by vendor to BIS for feasibility verification.

## **5.5 Change Management Procedure**

- i) A change identified at any stage of the assignment which requires the deliverable to deviate from the then current baseline or the approved deliverable of the previous baseline to be modified, will be conveyed by the BIS to Supplier or vice versa in the form of a Change Request document. The request for change will then be assessed by Supplier to evaluate its impact on feasibility, time schedules, technical requirements in consequence of the proposed change and cost. Supplier will present this assessment to the BIS for its approval within a reasonable time period. Supplier will incorporate the change after receiving the BIS written approval. In case of delay in approval by the BIS, the baseline itself may undergo a change; this will mean a reassessment of the charges. Changes in the requirements like office space, hardware/software, and tools etc. during the execution of the assignment will be conveyed by Supplier to the BIS.
- ii) These will be evaluated jointly by the BIS and Supplier and any expenditure towards cost of additional hardware and software on account of enhancement, which has arisen on account of operation of sub-para (i) above, would be borne by BIS.
- iii) The supplier shall agree to enhancements requested by BIS from time to time during implementation that will arise during the iterative process of development. The additional cost for hardware that arise out of enhancements shall be paid by BIS for the hardware installed at BIS and by AHCs for the hardware installed at their premises.

## **5.6 Manpower Requirement**

- i) The supplier shall appoint a SPOC(Single point of contact) for all activities related to this project for communication with BIS
- ii) The SPOC (Single point of contacts) assigned with the activity should have the requisite domain expertise and should have worked in testing or manufacturing for deeper understanding of the processes
- iii) The Single point of contact (SPOC) assigned with above competency shall be available for day to day coordination during working hours and also during the emergent exigencies outside the working hours.
- iv) The supplier is expected to respond quickly, resolve issues on priority and work with Agility to changing needs of BIS, since this project is highly time bound.



### **5.7 Implementation Plan**

The supplier shall demonstrate a pilot project covering the complete scope of works. Upon successful completion of Pilot project up to the satisfaction of BIS, the project will be extended for wider coverage. The BIS shall provide the pilot locations.

### **5.8 Performance Review**

The supplier will submit a process of Performance Review on periodic basis which will be appropriated and suitably amended (if required) and implemented.

## **Annex 1**

### **Declaration regarding black-listing and/ or litigations and authenticity of the documents/certificates produced**

I/we hereby declare that our firm/agency is not black-listed by any Ministry or Department of Central Government/State Government or PSU or other bodies under the Central Government/State Government. I/we further declare that no criminal case is registered or pending against the firm/company or its owner/partners/directors anywhere in India.

I/we hereby declare that I/we will abide by any penal action of the BIS for disqualification or blacklisting or termination of contract or any other action as deemed fit, taken by the BIS against me/us, in the event of any of the contents of this application/bid, statements, documents, certificates etc. produced by me/us with intention to demonstrate my eligibility as per this RFP, are found to be false/fabricated, without any liability on part of the BIS.

I/we further declare that we have not abandoned any work in the past before its completion.

Date the ..... day of ..... 201

**Signature of Bidder**\_\_\_\_\_

Name & Address of Bidder\_\_\_\_\_

\_\_\_\_\_

Seal of the Firm/Company

## **Annex 2**

### **Declaration regarding not involving in any criminal offence by any court of law**

I/we hereby declare that our firm/agency has not been found guilty of any criminal offence by any Court of Law.

Date the ..... day of ..... 201

**Signature of Bidder**\_\_\_\_\_

Name & Address of Bidder\_\_\_\_\_

\_\_\_\_\_

Seal of the Firm/Company

### **Annex 3**

#### **Declaration for abiding by the Code of Integrity in Public Procurement**

I/we hereby declare that I/we will abide by the Code of Integrity for Public Procurement (CIPP) as envisaged and prescribed in General Financial Rules, 2017.

I/we hereby further declare that in case of any transgression of this code, my/our name shall not only be liable to be removed from consideration for the present RFP and from the list of registered suppliers/contractors/consultants/service providers (if already registered), but I/we will be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India as provided in the GFR, 2017.

Date the ..... day of ..... 2018

**Signature of Bidder**\_\_\_\_\_

Name & Address of Bidder\_\_\_\_\_

\_\_\_\_\_

Seal of the Firm/Company

## **Annex 4**

### **Integrity Pact Guidelines**

"The BIS" and "The Contractor" hereby agree not to indulge in any corrupt practices including without limitation any activity or action to influence the transaction on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency and fairness in all activities related to BIS. Users agree to follow and adhere with the Integrity Pact guidelines as under:

#### **Preamble**

The BIS values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness / transparency in its relations with its Contractor (s).

#### **Section 1 Commitments of the BIS.**

1. The BIS commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- (a) No employee of the BIS, personally or through family members, will in connection with the bid for, or the execution of a person, any material or immaterial benefit which the person is not legally entitled to.
- (b) The BIS will during the bid process treat all bidders with equity and reason. The BIS will in particular, before and during the bid process, provide to all Contractor(s) the same information and will not provide to any Contractor(s) confidential/additional information through which the Contractor(s) could obtain an advantage in relation to the process or the contract execution.
- (c) The BIS will exclude from the process all known prejudiced persons.

2. If the BIS obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the BIS will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

## **Section 2 Commitments of the Contractor(s)**

1. The Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the bid process and during the contract execution.

(a) The Contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Bureau's employees involved in the bid process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage before or during the execution of the contract.

(b) The Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c) The Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the BIS as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Contractor(s) (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## **Section 3 Disqualification from bid process and exclusion from future contracts**

1. If the Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the BIS is entitled to disqualify the Contractor(s) from the bid process or take action as per the related provisions of the tender document.

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#### **Section 4 Compensation for Damages**

1. If the BIS has disqualified the Contractor(s) from the bid process prior to the award according to Section 3, the BIS is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the BIS has terminated the contract according to Section 3, or if the BIS is entitled to terminate the contract according to Section 3, the BIS shall be entitled to demand and recover from the Contractor damages of the amount equivalent to Performance Bank Guarantee.

#### **Section 5 Previous Transgression**

2. The Contractor declares that no previous transgressions occurred in the last three years with any Government Organization that could justify his exclusion from the bid process.
3. If the Contractor makes incorrect statement on this subject, he can be disqualified from the bid process and action can be taken as per the related provisions of the tender document.

BUYER BUREAU OF INDIAN STANDARDS, NEW DELHI	BIDDER SIGNATURE & SEAL
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## ANNEX 5

### **STAMP PAPER OF RS. 100/-**

### **SERVICE LEVEL AGREEMENT**

**SERVICE LEVEL AGREEMENT** dated ..... between **Bureau of Indian Standards**, Manak Bhavan, 9 Bahadur Shah Zafar Marg New Delhi – 110 0002 hereinafter referred to as **“BIS”** and .....

Here on after referred to as the Supplier. BIS is the National Standards Body of India and is engaged in harmonious development of the activities of standardization, marking and quality certification of goods and wishes to digitize the inspection and certification activities. M/s ..... is engaged in the business of ..... and desires to provide its services to BIS. Whereas in pursuance of RFP notice No. .... Dated ..... for digitization of certification and inspection processes Supplier, M/s ..... submitted their Bid. After due process of consideration and selection, BIS hereby appoints M/s ..... for carrying out the above activity and in order to meet the overall objective of the project, both parties are entering in to an Agreement which is as below

### **OPERATIVE PROVISIONS**

#### **1 INTERPRETATION**

**1.1** In this agreement, unless the context otherwise requires: **“FORCE MAJEURE”** means, in relation to either party, any circumstances beyond the reasonable control of that party (including without limitation, any strike, lock-out or other form of industrial action) or if either party shall be prevented or substantially hindered in performing its obligations hereunder by any regulations, law, decree, act of state or any other action of Government. **“INTELLECTUAL PROPERTY”** means any patent, copyright, registered design, content, service mark or other industrial or intellectual property rights subsisting in India in respect of the foregoing. **‘MONTH’** means a period of each English calendar month ending on the last day **‘ELECTRONIC FORM’** Information recorded in a manner that requires a computer or other electronic device to display, interpret, and process it. This includes documents (whether text, image, graphics, spread sheet, videos etc.) generated by a software as well as electronic mail.



**1.2** Any reference to this agreement to 'writing' or cognate expressions includes a reference to telex, cable, facsimile transmission, Registered post or comparable means of communications.

## **2 APPOINTMENT OF SUPPLIER**

**2.1** BIS hereby appoints the Supplier to conceptualize, design, develop, and maintain the digital solution including the software and hardware at BIS and manufacturers & testing labs premises

**2.2** The Supplier undertakes to protect the copyright of the contents provided by the BIS.

**2.3** The work allotted through this Agreement shall be personal to the Supplier. They shall not be entitled to authorize any other person to exercise the same.

## **3 RIGHTS AND DUTIES OF SUPPLIER**

**3.1** The Supplier shall execute the digitization activities of BIS with all due care and diligence. They shall cultivate and maintain good relations in accordance with sound commercial principals.

**3.2** Subject as provided in this Agreement, the Supplier shall be entitled to perform the duties hereunder in such manner as the Supplier may think fit.

**3.3** The Supplier shall comply with all applicable laws, regulations and conditions from time to time in force which in any way relate to the work agreed through this Agreement.

## **4 RIGHTS AND DUTIES OF BIS**

**4.1** BIS shall provide relevant information on processes, provide suitable direction, approvals in due course of the project.

**4.2** The data generated by the digital tools shall be owned by BIS and shall be shared with any outsiders including other government departments only after written permission from BIS

## **5 SCOPE OF WORK – Please refer to Section 3 for detailed scope of work**

## **6 INTELLECTUAL PROPERTY**

**6.1** The Supplier shall promptly and fully notify BIS of any actual or threatened or suspected infringement of any Intellectual Property of BIS which comes to the Agencies' notice.

**6.2** Nothing in this Agreement shall give the Supplier any rights in respect of any trademarks or service marks used by BIS in relation to the work entailed in this Agreement.

**6.3** The Supplier shall not without the prior written consent of BIS use or permit to be used by any person under its control any Intellectual Property of BIS or any Intellectual Property so resembling the Intellectual Property of BIS.

**6.4** The Supplier shall take all such steps as BIS may reasonably require to assist BIS in maintaining the validity and enforceability of the Intellectual Property of BIS during the continuance of this Agreement.

## **7 QUALITY REQUIREMENTS**

**7.1** The Supplier agrees to get all the activities approved, in writing before proceeding with execution. BIS agrees to give its approval or non-approval before the next working day.

## **8 FORCE MAJEURE**

**8.1** If either party is affected by force majeure it shall forthwith notify the other party of the nature and extent thereof.

**8.2** Neither party shall be deemed to be breach of this Agreement, or otherwise be liable to the other, by reason by any delay in performance, or non-performance, or any of its obligations hereunder to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the other party; and the time for performance of obligations shall be extended accordingly.

**8.3** If the Force Majeure prevails for a continuous period in excess of twelve months, the party shall enter in to a bona fide discussions with a view to alleviating its effects or to agreeing upon such alternative agreements as may be fair and reasonable.

## **9 COMMENCEMENT OF THE AGREEMENT, EXTENSION ANDTERMINATION**

**9.1** The Agreement shall commence from the date it is made and shall continue for a period of five years. The contract shall be valid for a period of five years and may be extended on a yearly basis for a further period upto two [02] years based on satisfactory performance and on the same rates and terms and conditions.

### **9.2 Termination of Contract by the BIS**

It shall also be lawful for the BIS to terminate the Agreement at any time without assigning any reason, by giving the Supplier thirty [30] days' notice in writing by the BIS for such termination. Any such termination shall be without prejudice to any other right of the BIS under the Contract. In such case if supplier suffers loss due to mid-way termination, supplier may be permitted to negotiate the terms of contract for mutual benefit.

### **9.3 Termination of Contract by Supplier**

9.3.1 If the Supplier decides to terminate the Contract before the end of contract period, the Supplier shall give an advance intimation of at least three [3] months. If the Supplier terminates the contract/Agreement without prior notice of three [3] months, then the entire amount of Performance Security or Performance Bank Guarantee or the performance amount withheld by BIS shall be forfeited to BIS.

9.3.2 In case the supplier terminates the contract in accordance with 9.3.1 above before the entire digital solution is implemented and made operational on All India Basis, the supplier shall not be entitled to receive any agreed payments upon termination of the contract. However, the BIS may consider to make payment for the part satisfactorily performed on the basis of Quantum Meruit as assessed by it, if such part is of economic utility to the BIS.

### **9.4 This Agreement may also be terminated by BIS forthwith if at any time**

9.4.1 Should any part of the Agreement be illegal or unenforceable the remaining provisions shall so far as they are capable of being performed and observed, shall continue in full force and effect.

9.4.2 In case of any matter relating to terms and conditions not specified in this Agreement, the same shall be decided by mutual agreement of the “BIS” and the “Supplier”.

## **10 INDEMNITY**

10.1 The Supplier shall be responsible for any injury to the workmen and to persons or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of hiMSESI or any of his employees whether such injury or damage arise from carelessness, accident or any other causes whatsoever in any way connected with carrying out of this contract.

10.2 The Supplier shall indemnify and keep indemnified the BIS against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the Contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto under the provisions of various labour laws as amended from time to time.

10.3 The Supplier shall indemnify, protect and save the BIS against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements. The BIS shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges, and expenses arising or accruing from or in respect of any such claim or damages from any sums due or to become due to the Supplier.

## **11 CONFIDENTIALITY**

The Supplier shall not divulge or disclose proprietary knowledge obtained while delivering Goods and services under this Contract to any person, without the prior written consent of the BIS.

## **12 PUBLICITY**

Any publicity by the Supplier in which the name of the BIS is to be used, should be done only with the explicit written permission from the BIS.

## **13. DISPUTES & ARBITRATION**

13.1 The BIS and the Supplier shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract.

13.2 If a dispute(s) of any kind whatsoever that cannot be resolved, the same shall be referred to the Arbitrator, appointed by Director General, BIS. The provisions of the Indian Arbitration and Conciliation Act, 1996 shall apply.

## **14 MODE OF SERVING NOTICE**

14.1 Communications between Parties which are referred to in the Contract are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

14.2 All notices shall be issued by the authorized officer of the BIS, unless otherwise provided in the Contract. In case, the notice is sent by registered post to the last known place or abode or business of the Contractor, it shall be deemed to have been served on the date when in the ordinary course of post these would have been served on or delivered to it.

## **15 GOVERNING LANGUAGE**

Governing language for the entire contract and communication thereof shall be Hindi and English only.

## 16 LAW

The contract shall be governed and interpreted under Indian Laws.

## 17 LEGAL JURISDICTION

No suit or other proceedings relating to performance or breach of Contract shall be filed or taken by the Supplier in any Court of law except the competent Courts having jurisdiction within the local limits of New Delhi only.

## 18 AGREEMENT AND WARRANTY

**18.1** Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of employer and employee between the parties.

**18.2** Each party acknowledges that, in entering into this Agreement, it does not do so on the basis of, and does not rely on, any representations, warranty or other provisions except as expressly provided herein, and all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

**18.3.** All the documents like RFP notice, RFP document, and scope of work, eligibility criteria, other terms & conditions mentioned in the RFP forms part of this contract agreement.

BOTH THE PARTIES HERETO agree to abide the terms and conditions as mentioned in RFP document.

Signature of Authorised Representative of the Supplier Name : Designation: Address: Seal of the firm/Company	Signature of Authorised Officer of the Bureau of Indian Standards Name : Designation Address: Seal of the Bureau of Indian Standards
Witness: Signature: Name of witness: Address:	Witness: Signature: Name of witness: Address:
Witness: Signature: Name of witness: Address:	Witness: Signature: Name of witness: Address:

## Annex 6

### TECHNICAL BID FORMAT

Particulars	Filled by Bidder	
1. Name of the Bidder		
2. Whether brief profile of the supplier is enclosed (Max 2-3 pages)		
3. Address of the Bidder	Tel.	Fax.
4. Year of establishment		
5. Type of Organisation (Proprietorship / Public Sector Unit/LLP/ Private Limited / Public Limited) (Attach MSES certificate if relevant)		
6. Registration Details: PAN No.(Copy to be enclosed)		
7. GST (Copy to be enclosed)		
8.The bidder must have experience in developing Digital solutions on testing/ certification processes and must have done at least one project in similar domain in last three years. (Project value to be indicated).		
9. The bidder must have an in-house Software Development & Management Team who has developed digital solutions of similar nature (enclose Self-certified copy of Individual feature with supporting documents, screen		
10.Documents confirming qualification and experience of Key Personnel		

Particulars	Filled by Bidder			
11. Declaration regarding blacklisting( Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India (If no, attach an undertaking to this effect on letter head). ( <b>Annex 1</b> )				
12. Declaration regarding not involving in criminal offence ( <b>Annex 2</b> )				
13. CIPP ( <b>Annex 3</b> )				
14. Integrity Pact ( <b>Annex 4</b> )				
15. Details of EMD (Registered MSES exempted)				
(i) Amount				
(ii) Draft No				
(iii) Date				
(iv) Issuing Bank				
16. Whether terms and conditions mentioned in the RFP document are acceptable (say 'Yes' or 'No') & if yes, please enclose the self-declaration of acceptance on letter head ( <b>Annex 9</b> ).				
17. Name, Designation and address of the officer to whom all references shall be made regarding this RFP.	Tel:	Mobile:	Fax:	Email:

Apart from above all requisite papers mentioned in the tender document are also enclosed.

Authorized Signature (in full and in initials)

Name and Address and Title of the Signatory

Date



## Annex 7

### FINANCIAL BID FORMAT

To
Head ( Hallmarking)
9, Bahadur Shah Zafar Marg, New Delhi - 110002

Sir/ Madam,	
<p>We, the undersigned on behalf of (name of the firm), offer to respond to (title of project) in accordance with your RFP document dated (insert Date). Our <b>Financial Bid</b> against the <b>Scope for work in Section – II as well as details defined in the RFP document</b> is as mentioned below.</p>	
	<b>Rs.</b>
<p>i)Fixed Charges BIS end :</p> <p style="margin-left: 20px;">(a) *Price of Hardware meeting all specified requirements to be installed at BIS control room and its maintenance.</p> <p style="margin-left: 20px;">(b) Price of Software meeting all specified requirements at BIS and AHC (including securitization of devices )</p>	
<p><u>ii) Recurring Charges :</u></p> <p style="margin-left: 20px;">a) Running cost of software at BIS and AHC alongwith on-site support during the tenure of the contract (with one full time technical support personnel for BIS)</p> <p style="margin-left: 20px;">b) Cost of hosting the software in a data centre/MIETy empanelled cloud service</p>	
<u>Total</u>	
<b>Amount in words:</b>	

**The amount quoted above shall be exclusive of taxes. The applicable Taxes will be extra.**

Our bid shall be binding upon us up to period of validity as indicated in sub clause 1.1.5 of Section-1 General. We understand you are not bound to accept any bid you receive. We remain,
Yours sincerely,
Authorized Signatory [In full and initials] Name and Title of Signatory
Name & Address of Firm
Date:

\*List of hardware to be attached giving the quantity and technical specification along with prices to be installed both at BIS and AHC (please refer clause 5.3 of section 5 of RFP)

## Annex-8

### Evaluation Criteria (Technical)

The point system for evaluation of technical bid will be as follows:

Sl. No.	Evaluation Criteria	Max Score	Supporting Documents
1)	<b>Firm/Company/Organization Profile</b> Average turnover in last 3 years (Turnover in ₹ in Lakhs) ending 31st March, 2018. Bidders with average turnover of Rs. 100 lakhs will get 6 marks, 8 marks will be awarded for average turnover between Rs. 200 -500 lakhs and full marks for average turnover above Rs. 500 lakhs. MSEs/Startups will get full marks if they fulfil the eligibility criteria.	10	Extracts from the audited Balance sheet and Profit & Loss AND Auditor Certificate and/or For MSEs/Start-ups valid registration certificate from the appropriate authority
2)	Qualification in the relevant field and relevant experience of key personnel. Five marks for the Qualification in the relevant field. Experience with 3 years or more upto 4 years will be awarded 6 marks, more than 4 years and upto 7 years will be awarded 8 marks and above 7 years will be awarded 10 marks.	15	CVs and experience documents of persons
3)	Domain expertise of the Bidder. Completion of one project in similar domain will be awarded 15 marks, 20 marks for completion of two projects and full marks for completion of 3 or more projects. In case of MSEs/Startups, full marks will be awarded for completion of one project itself.	25	Documentary evidence in form of Purchase Order or Completion Certificate or any other document from customer

Sl. No.	Evaluation Criteria	Max Score	Supporting Documents
4)	Approach and Methodology of solution	10	Technical proposal solution write-up
5)	Understanding the requirements and scope of work. Effectiveness of solution for monitoring	20	Technical proposal solution write-up
7)	Demonstration of sample software	20	
	Total	100	

## ANNEX-9

### RFP ACCEPTANCE LETTER

(To be given on Firm/Company/Organization Letter Head)

Date:

To

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Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: \_\_\_\_\_

Name of Tender / Work: -

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Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned

'Tender/Work' from the web site(s) namely:

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As per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like **Annex(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) issued from time to time by your department/ organization 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 do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. 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/ organization 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 the Bidder, with Official Seal)

## **Annex -10**

### **Instructions to Bidders for Online Bid Submission**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

#### **1. REGISTRATION**

- i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
- ii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- iii) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- iv) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- v) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- vi) Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

#### **2. SEARCHING FOR TENDER DOCUMENTS**

- i) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

ii) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender **Annexs**. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

iii) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **3. PREPARATION OF BIDS**

i) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

iii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / **Annex** and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### **4. SUBMISSION OF BIDS**

- i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- ii) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- iii) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- iv) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the NEFT/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- v) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it, enable Macro in the excel sheet and complete the coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- vi) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.



vii) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

viii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

ix) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

x) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## **5. ASSISTANCE TO BIDDERS**

i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk Nos. 0120-4200462, 0120-4001002