<u>**REQUEST FOR PROPOSAL FOR**</u>
**UPGRADATION OF COUMPUTERISED ESTATE MANAGEMENT**
<u>**SYSTEM FOR O/O JS(E/CAO)**</u>
<u>**(Open Tender Enquiry)**</u>
<u>**Request for Proposal (RFP) No.14/2016-17**</u>
<u>No. A/48932/CEMS/CAO/MP-III</u>
Government of India
Ministry of Defence
O/o JS(E/CAO)
E-Block, Dalhausie Road,
New Delhi – 110011

Dated :    10  Nov 2016

To

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1.      The JS(E/Chief Administrative Officer), Ministry of Defence, New Delhi, for and on behalf of the President of India, herein after called the "Government" invites Bid in sealed cover on **Two-Bid system** for '**UPGRADATION OF COMPUTERISED ESTATE MANAGEMENT SYSTEM**' from Indian Bidders.

2.      General information about the tender is as follows:-

| | | | |
|---|---|---|---|
| (a) | Bids/queries to be addressed to | : | JS(E/CAO), Min of Def, E-Block, New Delhi-110011 |
| (b) | Postal Address for sending the Bids | : | Dy Director/MM-II O/o JS (E/CAO) Room No.55, E-Block New Delhi – 110011 |
| (c) | Name/designation of contact personnel | : | Shri P S Sisodiya, Dy Director/MM-II |
| (d) | Telephone No. | : | 011- 2301 4698 |
| (e) | Fax Number | : | 011- 2301 4693 |
| (f) | Date and Time of Pre-Bid Conference | : | 23 Nov 2016 at 1500 Hrs |
| (g) | Last Date and Time for receipt of tenders | : | 06 Dec 2016 at 1500 Hrs |
| (h) | Date and Time of opening of tenders | : | 06 Dec 2016 at 1530 Hrs |

3.      **This RFP is divided into five Parts as follows:-**

(a)      **Part I** – Contains **General Information and Instructions** for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.

(b)     **Part II** – Contains **essential details of the items/services** required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.

(c)     **Part III** – Contains **Standard Conditions of RFP**, which will form part of the Supply Order with the successful Bidder.

(d)     **Part IV** – Contains **Special Conditions applicable to this RFP** and which will also form part of the Supply Order with the successful Bidder.

(e)     **Part V** – Contains **Evaluation Criteria and Format for Price Bids.**

4.     This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.


Sd/-
(Vijay Shankar V)
Dy CAO(FM)

# PART I- GENERAL INFORMATION

**1.      Last date and time for depositing the Bids: 06 Dec 2016 upto 1500 Hrs**
The sealed Bids (both **Technical** and **Commercial**) should be deposited/reach by the due date and time.  The responsibility to ensure this lies with the Bidder.

**2.      Manner of depositing the Bids:**   Sealed Bids should be either dropped in the Tender Box marked as "UPGRADATION OF COMPUTERISED ESTATE MANAGEMENT SYSTEM" or sent by registered post at the address given above so as to reach by the due date and time.  Late tenders will not be considered.  No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered.

**3.      Time and date for opening of Bids: 06 Dec 2016 at 1530 Hrs** The tender will be opened at 1530 hrs on 06 Dec 2016.  If  due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer.

**4.      Location of the Tender Box: Reception Office, O/o  JS(E/CAO), E Block, Dalhousie Road, New Delhi-110011.**  Only those Bids that are found in the tender box will be opened.  Bids dropped in the wrong Tender Box will be rendered invalid.

**5.      Place of opening of the Bids: Room No. 158, Conference Hall, O/o JS(E/CAO), 'E' Block, New Delhi-110011.** The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time.  Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders.  This event will not be postponed due to non-presence of your representative.

**6.      Two-Bid system**: In case of the Two-bid system, only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids.  Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer.

**7.      Forwarding of Bids:** Bids should be forwarded by Bidders under their original memo/letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc. and complete postal & e-mail address of their office**.**

**8.      Clarification regarding contents of the RFP:**   A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids.  Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

**9.      Pre-Bid Conference :**    All clarifications are to be resolved in the Pre-Bid Conference on **23 Nov 2016** at 1500hrs in Room No. 158, Conference Hall, O/o JS(E/CAO), 'E' Block, New Delhi-110011. prior submission of bids.

**10.    Modification and Withdrawal of Bids:**  A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids.  A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline submission of bids. No bid shall be modified after the deadline for submission of bids.  No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified.  Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

**11.    Clarification regarding contents of the Bids:**    During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid.  The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted.  No post-bid clarification on the initiative of the bidder will be entertained.

**12.    Rejection of Bids:**  Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

**13.    Unwillingness to quote:**    Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

**14.    Validity of Bids:**   The Bids should remain valid till <u>06 Months</u> from the last date of submission of the Bids.

**15.    Earnest Money Deposit.**    Bidders are required to submit Earnest Money Deposit (EMD) for amount of 1,25,000/- (Rupees one Lakh Twenty Five Thousand only) along with their bids.  The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request).  EMD is to remain valid for a period of forty-five days beyond the final bid validity period.  EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.  The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract.  EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself.  The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

# PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1.      PART –A (User Requirement/Qualitative Requirements in terms of functional characteristics)

2.      PART –B (Technical Specifications/Product Specifications and Technical Bid Format)

## PART-A

## USER REQUIREMENTS (URs) FOR UPGRADATION OF COMPUTERISED ESTATE MANAGEMENT SYSTEM

O/o JS(E/CAO), requires Estate Management System. The proposed package should be developed in Web technologies duly incorporating the enhancements required over the existing package.  The proposed package will be a Comprehensive Integrated Software capturing the existing workflow requirements of CAO/Quartering. Developing the package in Web Technologies with any browser at front end require redevelopment of the entire package in Microsoft ASP dot net / Java, as well as catering for the enhancements in the functionalities proposed. The desired package should be highly secure with faster data processing and data indexing. The package should have password security for each user and administrator.  More details are given under scope of the work in Part-B.

The software should work on networked environment with any browser as front end over Linux and 2000/XP/latest versions of Microsoft Windows Operating Systems. The backend could be any popular RDBMS, with trained support/training available such as Oracle 11g/12c, IBM DB2, MS SQL, SQL Server 2008, My SQL, Post Gress etc. However, technical framework may be changed on mutual agreement between the vendor and user (CAO) after system study.

**Background:**

CAO/E-1 administers a large number of residential units under General Pool Residential Accommodation at New Delhi. CAO allots them to Indian Armed Forces Officers Posted to Integrated HQ, MOD, Delhi. CAO receives application from all the eligible applicants for various types of residential units from all eligible offices, prepares waiting list and allots residential units to the applicants. It is desired that the whole process of allotment is transparent, rule based and hassle free.

Estate management will be a computerized system for IHQ, MOD/CAO. Accommodation Management automating all the activities starting from the submission of the application to the vacation of the residential unit by the allottee. This system should be radically different from the earlier system which updated databases in offline mode making it less current and therefore of not much use.

**Existing System:** The computerization in the CAO started in the early 2000s. However, its efficiency left a lot to be desired, as the computerized system implemented during those days did not attempt to map the business process involved in the allotment of these residential units in totality.

**Functional Requirements.** The proposed software is for maintaining all types of Officers Accommodation Allotment at Delhi. The Proposed software should be able to customize, according to CAO needs, in terms of Accommodation, Personnel, and Allotment etc. It is important to first setup and configures the application before using it.

Functional requirements include the following:

i) **Daily Diary Module**

This Module will capture the Daily Mails Received from outstation/in Station Personnel member accommodation Requisition forms. The Progress of Requisition will be also monitored from this module.

ii) **Personnel Module**

This module is used to capture information about officers Posted to IHQ. MOD, Delhi. This module provides for Posted In and Posted Out Information. Provide for addition/Editing of personal information of officers Posted to IHQ/MOD. This module captures every personal detail of an individual like Personnel Detail, Seniority Details, Type of Accommodation Choice, Pools Details, Relegation etc. This information is used to generate reports like Allotment /Vacant Letter etc. Provision for addition/editing of personal information of person temporary posted is also available.

iii) **Govt Accommodation Module**

Accommodation Module should be able to manage multiple accommodation facilities, at multiple sites. Rooms can be set up and allocated against the available room types for each of these locations. Accommodation Module will have the capacity to record maintenance issues for each room, allow the allocation of rooms to permanent Posted Officer and/or temporarily allocate accommodation to Officers. The accommodation management functionality includes the ability to generate different type of reports & returns. The accommodation module has to also offers a Waitlist feature for Officer who are a waiting to acquire a specific accommodation type.

iv) **Private Rented Accommodation( Lease management)**

This module will provide the functionality of private rented accommodation detail, this need to provide the Billing of accommodation of Monthly basis, allotment, vacant of rooms etc.

v) **Reports & Return**

All auditable /non- auditable estate management reports need to included in proposed software package.

vi) **Query**

There should be a powerful query management module to generate different type of user query.

## Other Requirements:

| | |
|---|---|
| 1. | Creation of database for maintenance of records of Service officers and MoD Pool accommodation |
| 2. | Creation of forms for data entry |
| 3. | System generated allotments, printing of allotment letters, generation of allotment lists, allotment position, emails |
| 4. | Automatic updation of status of the officers in the database on allotment, relegation, etc. |
| 5. | Standard data entry formats – drop down lists for office address and remarks |
| 6. | Entry of location choices by the officers as per rank and type of accommodation |
| 7. | Amendment of primary key |
| 8. | Deferment for one type of accommodation |
| 9. | Accommodation history pop up – to enable proper maintenance of accommodation history |
| 10. | Checking dual allotment to the same officer/of same accommodation |
| 11. | Provision for entering area choices in two pools in the same entry |
| 12. | Generation of waiting list for different ranks/different areas |
| 13. | Generation of list of officers registered for allotment of accommodation at any given point of time. |
| 14. | Provision for generation of NAC. |
| 15. | Provision for generation of automatic reminders about the houses to be got vacated by the officers. |
| 16. | Provision for generation of NOC for HRA. |
| 17. | Provision for generation of retention on CEG/two months/retirement/previous station/payment of Damages Rent, MRO). |
| 18. | Offers/allotments of Gen officers, maintenance of waiting list. |
| 19. | Generation of Unique ID for the officers |
| 20. | Reminders for B/F cases for dealing hands |
| 21. | Linking of outgoing and incoming officers |
| 22. | Automation of Dak seat |
| 23. | List of officers presently claiming HRA. |
| 24. | List of officers opted to claim HRA only. |
| 25. | List of officers relegated twice. |
| 26. | List of officers rejected in change. |
| 27. | Status of houses – fit/unfit/special repairs/occupied/vacant and fit |
| 28. | Plinth area of the house |
| 29. | Damages rent rate as per plinth area |
| 30. | Floor restriction area-wise |
| 31. | Integration of garage allotment |
| 32. | Linking of vacation with retention |
| 33. | Marriage purpose and out of turn allotments |
| 34. | Service/rank-wise occupancy |
| 35. | Clearing of accommodation code |
| 36. | Search options – Directorate, Branch, Location, etc. |
| 37. | Automatic pop up for checking retention when SOS is entered |
| 38. | Automatic generation of retention letters and letters intimating rule position when SOS is entered. |
| 39. | Periodic compilation of data |
| 40. | Automatic checking of double relegation when choices are entered |
| 41. | Printing of envelopes for letters to be sent by post |

# PART-B

## TECHNICAL SPECIFICATIONS/PRODUCT SPECIFICATIONS/TECHNICAL BID FORM

1.   **Schedule of Requirements.** The scope of work is to Migrate & develop a web based Estate Management software for CAO/E-1. The existing system is Client Server framework with Oracle 9i as back end and Oracle Forms/Reports as front end. The front end at any point of time is accessed by less than 10 Clients. The back end processes are done using PL/SQL Procedure.

(a)   **Main features :**

(i)   The system would be a web based application.

(ii)   The system would be user-friendly and can be adopted very soon by the staff

(iii)   Automating all the business activities / processes involved in the allotment of house

(iv)   Facilitating easy maintenance and prompt updating of housing records

(v)   Making housing records / transactions tamper proof and genuine

(b)   **Flat/accommodation management**

The application would be based on room insertion. In the room management module one can define Flats/accommodation.

(c)   **Personnel management**

The entire system is also based on personnel's. In the Personnel management module one can define personnel who have applied for the accommodation with all details like Rank/name/Address/etc. and various other characteristics.

(d)   **Accommodation Allotment**

In the Reservation module one can define various kinds of reservations of accommodation on the basis of personnel requirement (Different area/seniority etc).

(e)   **User management**

Through the User management module one can define all users and their permission. By giving in users and permission one in fact defines the system and makes it ready for use.

(f)   **MIS Reporting**

Before, during and after the reservation one needs to be able to create report. An inbuilt report generator looks after this process and guarantees excellent reports which are delivered in time.

2. **Scope**

    (a)    The proposed software package is for the automation of Estate Management Software of CAO Office, E block. The general requirements include automation of Personnel Management, Accommodation Management, Allotment Management, and Maintenance Management.

    (b)    The system is to be developed in distributed(three tier) Web enabled component based architecture using any browser as the front end and the back end RDBMS such as Oracle 11g/12c, IBM DB2, MS SQL, SQL Server 2008, My SQL, Post Gress etc.. The software should work on networked environment on 2000/XP/Windows 7 or any latest versions of Microsoft Windows Operating Systems. It will require development of the entire application in Microsoft ASP.NET / C Sharp /JAVA/PHP.

    (c)    The system should not hang indefinitely without indicating an error message. Progress Bars to be provided where required.

    (d)    The SDLC will follow modified RUP/ equivalent software development methodology.

3.    The qualified Bidder shall be solely responsible for designing, development, integration, testing and acceptance of a user friendly, fully functional web based application software, at, CAO Office, E block. The scope of this project shall include the following:-

    (a)    To carry out a system study at, CAO Office, E Block.

    (b)    To design, develop, document, integrate, deploy and maintain the software system in accordance with the software life cycle process.

    (c)    The development of the application software will entail a Beta Release of the new software in , CAO Office, E block for valuable user feedback in the application software before the final acceptance is carried out.

    (d)    The data exchange module would be capable of handling the data formats of the above application. The required data formats would be gathered by the vendors from CAO Office, E Block.

    (e)    Software should be able to import relevant data from existing Oracle database, Excel sheets, etc maintained by CAO Office, E block.

    (f)    Requirements of audit functions will be covered in this application software.

4.    **Software Package**.

    The software will be made as **Web Based** application software for Computerised Estate Management. The proposed software should work in a multi-user environment on a Local Area Network (LAN) or any browser .

    The application software should be able to automate Personnel Management, Accommodation Management, Allotment Management, Maintenance Management & other related reports.

5.    **Ease of Use**.

    (a)    Provision for search should be given. The provision for search should be based on input from user or drop down keywords.

(b)    The software should have a user friendly GUI.

(c)    Tool Tips/Notes/Information should be provided in each screen for ease of use.

(d)    **User Manual**. The package should have a well documented on line help and user manual.

(e)    It should have a provision for alerts at various stages of approval/recommendations.

6.    **Processes**.

(a)    A process-driven software architecture, which comprehensively maps all processes that interact between these packages, should be the focus of development.

(b)    Process mapping by the vendor should also identify all occurrences pertaining to different stores of CAO Office, E block.

(c)    **Workflow Management**. Work flows will be made. The user should be given the choice of selecting the recipient. Workflow should take care of both static and dynamic approval paths in both horizontal and vertical direction. Frequently executed workflows should be identified and included in the package. The user should have flexibility of creating own work flows.

7.    **Triggers**.

(a)    The Web based application software should facilitate intimating pending tasks by event triggers whenever a change takes place in the application.

(b)    Defined process flows should be made to automatically trigger events and alerts.

8.    **Database**.

(a)    Have centralized database for all the modules (Personnel Management, Accommodation Management, Allotment Management, Maintenance Management etc).

(b)    Maintenance and retrieval of relatively static data.

(c)    Maintaining, updating, processing and retrieval of dynamic data/info.

(d)    Routine and specific interaction and exchange of data between various internal and external packages.

(e)    **Data Format**. The data format application software will be obtained from , CAO Office, E block

(f)    **Data Dictionary**. The bidder is required to compile a data dictionary of all data types used in the application and submit the same both in hard and soft form to, CAO Office, E block as part of project deliverables.

(g)    **Data Security**.    Database access should be through GUI interface. No unauthorized person should be able to access the database directly bypassing the GUI or by IP Spoofing. Adequate security measures will be ensured by the vendor. Secure protocols will be enabled for secure transmission of data. Data should be transferred in encrypted form.

9. **Data Exchange**.

   (a)   Generation of Information for outside agencies.

10. **Data Entry**.

   (b)   Combo boxes should be provided as far as possible for data input to minimize wrong data entry.

   (c)   **Validation**. The bidder shall identify the data elements which require validation during the development process and incorporate appropriate validation procedures in the code. All critical data inputs should be provided data validation.

   (d)   Data Entry personnel should not be allowed validation and authorization rights. Also, users with validation rights should not have authorization rights.

11.   **Integration**

   (a)   The Bidder shall also incorporate any additional aspects of integration, as directed by, CAO Office from time to time during the development process.

12.   **Business Intelligence**. Software should be able to generate information for decision making by higher authorities of CAO Office, E block. Software should have dashboard etc for business analytics.

13.   **Reports & Returns**. All auditable /non- auditable accounts & billing reports will be included in proposed software package. The system should be able to produce printouts in CSV, Text, Excel, Word, XML or any other format.

14.   **Miscellaneous**.

   (a)   **Administration Module.** The system has to have an appropriate schema of access rights. It should allow data to be accessed/modified by authorized users only. *Role based access rights* need to be provided. A user should have access rights to the data portion, which is specific to his/her role only. The Administrator maintains the security, queries, and network topology of the system to make sure that the system keeps running efficiently. He should also assign rights and privileges to different users. This user should know how to install, uninstall and maintain the system. The administrator should also be able to modify/update the various masters. The administrator should be able to define the organization hierarchy.

   (b)   **Report Generation Module.** The Report Generation Module is output oriented. This module provides the user with the facility of generating reports. The user should be able to generate a custom designed report, using fields/check boxes available for selection.

   (c)   **Query Module.** The package should include a separate query module, which can be used to query the data with ease and efficacy. It should satisfy a wide range of requirements of the user through incorporation of frequently used queries which are readily available to the user so that user doesn't waste time in building them

   (d)   **Data Entry, Validation and Linking**. The package should have the facility to carryout validation checks before accepting the entry and give a warning in case of an invalid entry.

   (e)   Text Boxes/Buttons should be managed in a sequential manner that facilitates the flow of information.

(f)     Both key board and mouse inputs should be catered for. (At all data fields, Data Picker and manual entry should be provided)

(g)     The application should be auto install program driven with minimum inputs required from the user.

15.    **Non Functional Requirements**

(a)     **Security**.   Following aspects of Security will be ensured in the system.

   (i)     The solution must provide an end-to-end security model that protects applications, services, data and the infrastructure from malicious attacks or theft from both external and internal users.

   (ii)    The solution must provide fine grained authorisation and access control mechanisms to ensure that sensitive and confidential information is not accessible to non-authorised Persons.

   (iii)   System to ensure that Users can only perform tasks they are authorized to do and can only obtain information they are authorized to have.

   (iv)    Secure coding practices will be insured and no part of source code will be showed or hosted on internet during development.

   (v)     It should contain Audit trail and the Password facility. The audit trail report should show the user-wise details of ledger entry creation, change and delete to track misappropriation. It should be maintained for all transactions.

   (vi)    The desired package should be highly secure with faster data processing and data indexing. The package should have password security for each user and administrator.

   (vii)   **Role-based Access**. Customised views are to be provided to users based on role/ appointment. the software should have facility using smart card/Biometrix Finger print authentication

   (viii)  The system should logout automatically after three unsuccessful attempts and all logs should be maintained.

   (ix)    No source code or data packages will be exchanged between vendor and customer using internet email attachments.

   (x)     The vendor will ensure that computer infrastructure during development of software is not connected to internet and customer has every right to carryout surprise check through its auth reps or agencies.

   (xi)    The application will safeguard against following: -

      1.    Buffer flow attacks.

      2.    Bypassing authentication techniques.

   (xii)   "OWASP – Top 10" / "SANS/CWE Top 25" vulnerabilities should be addressed. A certificate stating that the software package developed is free from OWASP – Top 10" / "SANS/CWE Top 25"vulnerabilities must be provided by the vendor before final delivery of the product.

(xiii) **Log Management**. A separate Log management module should be designed and implemented in the project. The logs must remain encrypted to prevent tampering.

(b) **Availability**. All the components of the application must be available during office working hours with 90% uptime.

(c) **Scalability**. The architecture should be proven to be highly scalable and capable of delivering high-performance as and when the data volumes increase. It is required that the hardware, software, network and application and deployment architecture should provide for Scale-Up and Scale out on the Application and Web Servers, Database Servers, Application Servers, and all other solution components.

(d) **Backup and Recovery**. It is required to implement the Storage Solution to address the Data backup/storage and retrieval requirements of the Project. The strategy for foolproof and reliable backup and recovery should be formulated and implemented completely for on-line/off line backup. Menu driven facility to provide backups on regular basis should be incorporated. It is important that the database is not corrupted/lost even after a system crash and is recovered immediately. The software must be able to facilitate daily Backups on DVDs.

(e) **Reliability**. The system should be fully tested, at the CAO Office, E block and should have zero bugs of minor, significant and critical nature. There should be no functionality failure and no corruption/ loss of data is acceptable.

(f) **Extension/Flexibility**. Extensibility/Flexibility encompasses the ease of extending the architecture to include new business functions and technologies in the future. Hence Application must follow standards and be modular.

(g) **Usability and Aesthetics**. The application should be easy to use with minimum data entry by the end users. The screen and form layouts need to be simple and pleasant to the eye. Uniformity and consistency across the application is a must for buttons, icons, and screen form and report layouts. The system should provide a secure user login process. Once logged in all forms, options and views should be personalized to the relevant user. The software should also have a personalized calendar and task list.Privacy of different users must be maintained.

(h) **Portability**. System will be developed using industry standards framework and must support both 64 bit and 32 bit processes.

16. **Technical Aspects**

**Technical Requirements**. The proposed Estate Management software would involve study, design and development of a Browser GUI and web based, customizable package for management of different stores of with adequate security measures (to be finalized during system study) based on the software, requirements specifications prepared as a result of the study. The proposed software should work on multi-user environment on a Local Area Network (LAN) on Windows internet explorer/ Mozilla fire fox/Opera/Chrome. This entails the following:

(a) Carry out detailed study of , CAO Office, E block

(b) Understand the requirements for the Up gradation and development of Estate Management Software.

(c) Include security measure in **Software Requirements Specifications (SRS)**

(d) Formulate detailed **SRS** based on the study

(e) **Design, development, testing, implementation, training and Maintenance** of customizable application software for Estate Management as given in the scope of work of the project.

(f) The software should follow Rational Unified Process for development methodology, testing and documentation. Case tools will be used for development of the Software during all stages.

(g) The front end of software will be web based and the back end database will be such as Oracle 11g/12c, IBM DB2, MS SQL, SQL Server 2008, My SQL, Post Gress etc. List of deliverables is listed below :-

    1. Soft Copy of the Complete Application Source Code after acceptance by the buyer.

    2. Documents to be submitted along with the Source Code both as a soft and hard copies in duplicate are :-

        (a) Software Requirement Specification (SRS).

        (b) User Manual

(h) The software would become a proprietary item of CAO Office, E block. CAO Office, E block will have the Intellectual Property Rights (IPR) of the software at all stages.

(j) **Performance.** The data base should be normalised to the required level (up to three) in order to achieve a response time of minimum five seconds and should not exceed 8 seconds in any case per transaction per table and should not exceed 5 minutes for generating any reports.

(k) Database Roll back function must be optimized in case of incomplete transaction

## 17. **Evaluation of Domain Knowledge**

The Bidder should be ready to demonstrate their domain knowledge of similar software developed by them and the maturity of their software development process at the date, time and place specified by CAO Office, E block for assessment.

## 18. **Testing**

. Software will be developed at the Bidders Location. Once the software has been fully developed and tested, further live testing of the package shall be carried out with live data at ,CAO Office, E block. Resources for carrying out this testing (viz. manpower for data entry, computers etc) shall be provided by the vendor. The vendor will provide a panel of three vendors for independent security testing of the software. One of these will be selected by the user. The selected vendor will interact directly with the user and submit all requirements to him. Testing shall also include ease of installation, user friendliness, management & security and coding methodology besides adherence to the functional requirements in the SRS.

19. **Induction of the Package**

The developed package will be evaluated in detail by CAO Office. The package will remain under full warranty for Maintenance and debugging for Thirty Six( 36) months from the date of acceptance.

20. **Hardware**

The entire project will be a turnkey project and the cost of software development should include the hardware cost including installation of LAN/cost of third party software if any, required for the work. Server supplied should have following minimum specifications:-

| Sl. No. | | Specifications |
|---------|----------------|-----------------|
| (a) | Processor | 2 x Quad Core, 2.5 Ghz or higher, 10 MB L3 Cache or higher or equivalent |
| (b) | Chipset | Branded Chipset or better compatible with CPU |
| (v) | Motherboard | OEM/Original Branded Motherboard |
| (d) | Slots | 2 PCI/PCI Express, 2x RJ45 Ethernet |
| (e) | Memory | 8 GB, 1067/1333 MHz DDR3 RAM Expandable to 24 GB |
| (f) | Hard Disk Drive | 2x 600 GB, 10000 rpm SAS or higher, Hot swappable Disk |
| (g) | RAID Controller | Minimum 3/4 ports SAS Controller with 512 MB cache |
| (h) | Video Controller | To Support VGA or above resolution |
| (j) | Keyboard | 101 Keys Keyboard |
| (k) | Mouse | Optical Scroll Mouse |
| (l) | Bays | Minimum 2 Internal |
| (m) | Ports | 3 USB Port, 1 Serial Port |
| (n) | Cabinet/Chassis | Tower Server |
| (o) | Certifications | Windows, Red Hat or Novell Certified, Compliance & Support |
| (p) | DVD ROM | 8x or better DVD ROM Drive |
| (q) | Networking | Dual LAN (10/100/1000) Network Card with asset Feature tracking and security management remote wake up |
| (r) | Power Management | Screen blanking, hard disk and system idle mode in power on, set up password, power supply surge protected and automatic server reboot |
| (s) | Power Supply | Redundant Power Supply |
| (t) | Monitor | 15" TFT Monitor |

21. **Delivery, Installation & Implementation Schedule**

. The implementation of the project would be carried out in a **phased** manner. This software would be tested and implemented at CAO Office, E block.

22.    **Phases**. This project can be broadly broken down into following phases for ease of management and control. Implementation of each phase would cover all activities from delivery of the software, training, and provision of technical manpower, data entry and on site manning the system at the user's site.

| Ser No | Activity | Time period (weeks) | Total Time (weeks) | Remarks |
|---|---|---|---|---|
| **Phase-I** | | | | |
| 1. | Presentation plans by project manager (Vendor) | 2 weeks from acceptance of Supply Order | D+2 weeks | |
| 2. | System Study &  Submission of SRS | 6 Weeks | D+8 weeks | |
| 3. | Review and Acceptance of SRS | 4 Weeks | D+12 weeks | |
| **Phase -II** | | | | |
| **K day is the day acceptance of Phase-I Deliverables or after D+12 weeks whichever is later.** | | | | |
| 4. | Designing & Development of application software | 12 weeks | K+12 weeks | |
| 5. | Installation , testing and Review by end user for one cycle of Quartering allotment | 8 weeks | K+20 weeks | |
| 6. | Incorporate changes and rectify bugs  during testing | 4 weeks | K+24 weeks | |
| 7. | Installation & implementation of Final version in  & transfer of data | 2 week | K+26 weeks | |
| 8. | In situ Training of end users on Application Software | 6 week | K+32 weeks | |
| 9. | Final testing & Acceptance | 4 weeks | K+36 weeks | |
| The total time for completion of the project is 48 weeks, commencing with Phase-I and ending with final testing and acceptance. | | | | |

**Note :**   The schedules for the individual deliverables may be mutually worked out between the Buyer and the Bidder.  D Day will be the date of acceptance of the Supply Order or Seven Days from the date of placing of the Supply Order, whichever is earlier. K Day will be the date of commencement of Development of Customised Application, and the project should be completed in 36 weeks from the K Day. The total period of 48 (Forty Eight) weeks is the maximum permissible.  The Bidder is however at liberty to complete the project before the schedule indicated above.  Project leader/Manager rep of the vendor will be available to the Buyer for the full duration or as required by the Buyer during review of deliverables.

23.    **Warranty**. The vendor will provide free Maintenance and warranty support for **Thirty Six months** from the date of final acceptance. The date of issuing the final acceptance certificate would be deemed to be the date on which the warranty will commence.

24. The support during warranty period will include: -

   (a) Analysis and bug fixing when notified.

   (b) Enhancement, if required by the user within the scope of the SRS.

   (c) Refresher training of the application software shall be provided for at least 5 personnel every six (6) months during warranty period.

   (d) Regular presence / availability within reasonable time not exceeding 24 hrs of software engineers of the vendor for solving any problem.

   (e) During warranty all upgrades of software will be provided by the vendor free of cost

   (f) The vendor will visit CAO Office, E block once in every quarter to service issues occurred in the functioning of the application during entire period of warranty

   (g) Any change in the functionalities of the existing modules or addition of new modules, as required due to a change or policy/procedure/method of functioning should be undertaken by the vendor.

25. **Proprietary Rights**. The Bidder will be required to give an undertaking that the proposed development and customization would in no manner be a violation of **Intellectual Property Rights (IPR) of any software and that the CAO Office, E block would not be responsible towards any legal fallout at a later stage**. The customized software developed including subsequent versions would become a proprietary item of the **CAO Office, E block** after final acceptance of the software after testing.

26. **Supply of Source Code**. The final source code for the software will be provided with proper documentation (Software Product Specifications), explaining the functions of each module/routine/micro etc. Necessary instructions for incorporating any modification/ changes in the software and its compilation into executable/installable product explained clearly. **All source code will become a proprietary item of the CAO Office, E block**.

27. **Requirement of Training**. Vendors will provide minimum Two (2) week training to all the users of CAO Office, E block, after final acceptance of the software.

28. **Software Development Center**. The company has to have a software development center in and around Delhi. It they do not have a software development center it should be willing to have one after allotment of the contract.

29. **Certifications**. The vendor should have min **ISO 9001: 2008** or **CMMI level 3** or above certification. Any other relevant certification may be mentioned by the vendor.

30. **Experience.** Bidder should provide documents proving experience of having completed minimum 03 projects of similar nature i.e. Software Development(Web based three tier application).

31. **Approach Paper.** Bidders are required to provide a document showing intended approach for application software development.

32. **Consignee Details.** O/o JS(E/CAO), Ministry of Defence, New Delhi -110011.

33.    **Bid Form**

## TECHNICAL BID FORM

| 1 | Tender to be addressed to. | The President of India |
|---|---|---|
| 2 | Tender to be submitted to | JS (E/CAO), Min of Def, E-Block, Dalhousie Road, New Delhi-110011. |
| 3 | Closing date and time for receipt of Tenders. | 1500 hrs on **06 Dec 2016** |
| 4 | Time, date & place of opening of Tender | 1530 hrs on **06 Dec 2016** in Conference Hall, O/o JS (E/CAO), Min of Def, E- Block Hutments, Dalhousie Road, New Delhi-11 |
| 5 | Earnest Money Deposit | Rs. _____/- (Rupees ____ only) DD/Banker's Cheque No._____ Dated_____ Issuing Bank_____ |
| 6 | Schedule of Requirements and other Technical features as contained in Chapter II of the RFP | Complied / Not complied |
| 7 | Bank Solvency Certificate (issued not earlier than 30 Jun 16) | Attached / Not attached |
| 8 | Authenticated copy of PAN | Enclosed / Not enclosed |
| 9 | Tender Bid valid for acceptance up to 04 months from the date of opening of the commercial bid. | Accepted / Not Accepted |
| 10 | Company Certification | Attached/Not Attached |
| 11 | Experience Certificate | Attached/Not Attached |
| 12 | Whether Bidder has development Base Centre in or around Delhi | Yes/No |
| 13 | If 'No' to 12 above whether Bidder is ready to put up Base in Delhi, if required for the project | Yes/No |
| 14 | Approach paper Showing intended approach for Software application | Attached/Not Attached |

Signature of Bidder_____
Name in Block letters_____
Capacity in which signed _____
Stamp of the Firm                     Date  _____

34.     **Requirement of Technical documentation.**

        **The Tender is liable to be rejected if the following documents are not found enclosed with the Tender bid : -**

        1)     Demand Draft/Pay Order of Rs. 1,25,000/- (One Lakh Twenty Five Thousand only) toward Earnest Money drawn in favour of JS(E/CAO), Ministry of Defence.

        2)     Bank Solvency Certificate issued on or after 30 Jun 2016.

        3)     Documents to prove possession of certifications required as per Part II(B) of the RFP.

        4)     Authenticated copy of PAN.

        5)     Documents proving experience of having successfully completed minimum 03 Projects of similar nature.

        6)     Documents showing intended approach for application software development.

        7)     Any other details, as considered necessary

# PART III - STANDARD CONDITIONS OF RFP

1.      The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

2.      **Law.**  The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

3.      **Effective Date of the Contract**.   The contract shall come into effect on the date of signature by both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

4.      **Arbitration**. All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MOD website and can be provided on request).

5.      **Penalty for use of Undue influence**.   The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

6.      **Agents / Agency Commission**.   The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is

discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

7.      **Access to Books of Accounts**.   In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

8.      **Non-disclosure of Contract** documents.      Except with the written consent of the Buyer/Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party through any means.

9.      **Liquidated Damages**.      In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

10.     **Termination of Contract.** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases :-

(a)      The delivery of the material/services is delayed for causes not attributable to Force Majeure for more than (02 months) after the scheduled date of delivery

(b)      The Bidder is declared bankrupt or becomes insolvent.

(c)      The delivery of material/services is delayed due to causes of Force Majeure by more than (03 months) provided Force Majeure clause is included in contract.

(d)      The Buyer has noticed that the Bidder has utilised the services of any Indian/ Foreign agent in getting this contract and paid any commission to such individual/company etc.

(e)      As per decision of the Arbitration Tribunal.

11. **Notices.**      Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

12.    **Transfer and Sub - Letting.**        The Bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

13.    **Patents and other Industrial Property Rights.**        The Prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights.  The Bidder shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs,  whether such claims arise in respect  of manufacture or use.  The Bidder shall be responsible  for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of  infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

14.    **Amendments.**        No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

15.    **Taxes and Duties**

    (i)    **General**

        1.    Bidders must indicate separately the relevant Taxes/Duties likely to be paid in connection with delivery of completed goods specified in RFP. In absence of this, the total cost quoted by them in their bid will be taken into account in the ranking of bids.

        2.    If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of any duty/tax, it should be brought out clearly.  In such cases, relevant certificate will be issued by the Buyer later to enable the Seller to obtain exemptions from taxation authorities.

        3.    Any changes in levies, taxes and duties levied by Central/State/Local government such as excise duty, VAT, Service Tax, Octroi/entry tax, etc. on final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the Buyer, to the extent of actual quantum of such duty/tax paid by the Seller.  Similarly, in case of downward revision in any such duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller.  All such adjustments shall include all reliefs, exemptions, rebates, concession etc, if any, obtained by the Seller.  Section 64-A of Sales of Goods Act will be relevant in this situation.

        4.    Levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service tax, Octroi/entry tax, etc. on final product will be paid by the Buyer on actuals, based on relevant documentary evidence.  Taxes and duties on input items will not be paid by Buyer and they may not be indicted separately in the bids.  Bidders are required to include the same in the pricing of their product.

(ii)    **Sales Tax / VAT**

1.      If it is desired by the Bidder to ask for Sales tax / VAT to be paid as extra, the same must be specifically stated.  In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax and no liability of sales tax will be developed upon the Buyer.

2.      On the Bids quoting sales tax extra, the rate and the nature of Sales Tax applicable at the time of supply should be shown separately.  Sales tax will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax and the same is payable as per the terms of the Supply Order.

(iii)   **Octroi Duty & Local Taxes**

1.      Normally, materials to be supplied to Government Departments against Government Supply Orders are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorised officer.  Seller should ensure that stores ordered against Supply Orders placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties.  Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

2.      In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges.  The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or by-laws/notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

## PART IV – SPECIAL CONDITIONS OF RFP

1.      The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

2.      **Performance Guarantee**:-

(a)      **Indigenous cases**:- The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

(b)      **Foreign Cases**.      NA

3.      **Tolerance Clause**.      To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to 50% plus/minus increase or decrease the quantity of the required goods up to that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

4.      **Payment Terms for Indigenous Sellers**.   The payment will be made as per the following terms on production of the requisite documents:

100% payment after installation, implementation, training and acceptance by the user**.**

5.      **Advance Payment:** No advance payment(s) will be made

6.      **Paying Authority** :-

Indigenous Sellers: (Name and address, contact details).   The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:
  i.      Ink-signed copy of contingent bill / Seller's bill.
  ii.      Ink signed copy of commercial invoice/Seller's bill.
  iii.      Copy of Supply Order and Contract.
  iv.      CRVs in duplicate.
  v.      Inspection note.
  vi.      Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
  vii.      Guarantee / Warranty certificate.
  viii.      Performance Bank guarantee /Indemnity bond where applicable.
   ix.      Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/Supply Order).
  x.      Any other document / certificate that may be provided for in the Supply Order.
  xi.      User Acceptance.

7. **Fall clause**. The following Fall clause will form part of the contract placed on successful bidder

    (a)    The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/Organisation including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

    (b)    If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organisation including the Buyer or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced.

    (c)    The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract – "We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organisation including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (a),(b) and of sub-para (ii) above details of which  - ........".

8. **Risk & Expense clause**:-

    (a)    Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

    (b)    Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

    (c)    In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

        (i)    Such default.

        (ii)    In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

(d)     Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 10% of the value of the contract."

9.     **Force Majeure clause** :-

(a)     Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b)     In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c)     The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

(d)     Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e)     If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

10.     **Specification:**     The following Specification clause will form part of the contract placed on successful Bidder - The Seller guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical upgradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenisation or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques alongwith necessary tools as a result of upgradation/alterations will be provided to the Buyer free of cost within (7) days of affecting such upgradation/alterations.

11.     **OEM Certificate**.     In case the Bidder is not the OEM, the agreement certificate with the OEM for sourcing the spares shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorized vendors subject to quality certification.

12.     **Export License**.    The bidder are to confirm that they possess requisite export license from their Government and Authorisation from the manufacturing plant, in case they are not the OEM, to export the military / non-military goods to India.

13.     **Quality**.  The quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be new i.e. not manufactured before (Year of Contract), and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

14.     **Quality Assurance**.        Seller would provide the Standard Acceptance Test Procedure (ATP) within Two month of this date of contract. Buyer reserves the right to modify the ATP. Seller would be required to provide all test facilities at his premises for acceptance and inspection by Buyer. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery. Guidelines for ATP of application software are given below :-

  (a) ATP, i.e. , functional testing (Black Box testing), will be carried out on "AS DELIVERED SOFTWARE" on the target system, by an ATP board. Development Agency will certify prior to ATP that Unit testing, Integration testing, and System Testing has been carried out by them.

  (b) It is imperative to ensure continuity of the members of testing ATP board for the complete duration of the ATP.  Data for carrying out ATP is to be collected as early as possible, preferably along with design development on live data.

  (c) The base line for ATP i.e. functional testing is the SRS document, as updated in final build.  Test cases along with all the relevant output documents will be made available to ATP.

  (d) Expected results and those achieved are to be recorded in the Test Results.

  (e) Performance of the application will be tested to ensure the response time as mentioned are met with.

  (f) Observations/Shortfalls/Errors detected by the board will be noted and the Software will be handed over back to the Development Agency for incorporating changes.

  (g) **Deviations from SRS**.    Fresh functionality if required and approved by Inspection Committee would be incorporated in a next version on a separate time schedule and cost basis.

  (h) Once the Software is submitted for retesting, the entire software will be Re-tested(Regression Testing)

  (j) The Inspection Committee will issue a Certificate as given below :-

"Certified that Application Software for automation of Estate Management procedures was tested for it's compliance with the SRS covering functional and non-functional requirements and found to be satisfactory.

15. **Inspection Authority:** Inspection will be carried out by a duly constituted Inspection Committee. An Acceptance Testing Procedure shall be ordered through convening order for receipt and inspection of store received from vendors.

16. **Franking clause :** The following franking clause will form part of the contract placed on successful Bidder –

(a) In the case of Acceptance of Goods "The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the Contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the Contract".

(b) In the case of Rejection of Goods "The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the Supply Order."

17. **Claims:** The following Claims clause will form part of the contract placed on successful Bidder –

(a) The claims may be presented either: (a) on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or (b) on quality of the stores, where quality does not correspond to the quality mentioned in the contract.

(b) The quantity claims for deficiency of quantity shall be presented within 45 days of completion of acceptance of goods. The quantity claim shall be submitted to the Seller as per Form DPM-22 (Available in MoD website and can be given on request).

(d) The quality claims for defects or deficiencies in quality noticed during the acceptance of goods JRI shall be presented within 45 days of completion of JRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the Seller as per Form DPM-23 (Available in MoD website and can be given on request).

(e) The description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 45 days from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.

(f) The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Seller's arrangement.

(g) Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft drawn on an Indian Bank, in favour of Principal Controller/Controller of Defence Accounts concerned.

(h)     The quality claims will be raised solely by the Buyer and without any certification/countersignature by the Seller's representative stationed in India.

18.    **Warranty –**

The vendor will provide free maintenance and warranty support for Thirty Six (36) Months) months from the date of final acceptance and shall be deemed to have expired only after successful negotiation of maintenance support package is concluded between the customer representative and the vendor. The date of issuing the final acceptance certificate would be deemed to be the date on which the warranty will commence. The support during warranty period will include: -

(a)     Analysis and bug fixing when notified. Ensure compatibility of software with newer browsers, operating systems of server and client machines as well as newer versions of SQL server (DBMS).

(b)     Enhancement/modification, if required by the user within the scope of the SRS.

(c)     System training support along with requisite training artifacts and user support materials, fully updated to reflect any changes carried out in the software

(d)     Regular presence/ availability within reasonable time, of software engineers of the vendor for solving any problem.

(e)     Any change in the functionalities of the existing modules or addition of new modules, as required due to a change or policy/procedure/method of functioning should be undertaken by the vendor.

19.    **Conditions during Warranty/AMC**.     The application software should fulfill the following conditions during the warranty:-

(a)     Any failure in the Software or a module thereof should be rectified within a maximum period of 48 hours of lodging complaint.

(b)     If the software is down beyond 48 hours. Penalty at the rate of Rs 500/- (Rupees five hundred only) per day will be charged or recovered out of the Bank Guarantee held toward warranty/ATS at the time of billing.

20.    **Annual Maintenance Contract**

(a)     On expiry of warranty, you will enter into AMC, if the user/maintenance agency so desires.

(b)     Terms and conditions governing AMC would be examined and finalized at the time of PNC.

(c)     All maintenance will be provided on-site.

(d)     While the vendor will be obliged to provide AMC, the buyer will have the option to maintain the systems in house or through a third party after the expiry of warranty period. The vendor will then continue to provide all spares/modules required the systems in their original configuration to the maintaining agency, for a minimum period of five   years from the termination of warranty. Failure to do so will amount to breach of contract.

(e)     Other terms and conditions governing AMC would be examined and finalized at the time of conclusion of warranty.

(f) In case the user opts to maintain the system in-house or through a third party  after the expiry of warranty period, the vendor will then continue to provide all spares/modules required the systems in their original configuration to the maintaining  agency, for a minimum period of five years from the termination of warranty. Failure to  do so will amount to breach of contract.

21. **Bank Guaranteey for AMC**. If signed, bank guarantee will be submitted @10% of the annual value of AMC.

22. **Software Updates, Release of Upgrades and Patches**. The vendor will provide upgrades and patches as and when bugs and problems are reported so as to correct the error as soon as possible. Vendor on a monthly basis shall provide routine bug status reports. Responsibility to maintain complete log of the error reporting and impact analysis shall be that of the vendor and would be audited by a team comprising of representatives of the user. All patches, updates and upgrades for the commercial and application software will be provided free of cost by the vebdor during warranty/AMC.be required to give an undertaking that the proposed development and customisation would in no manner be a violation of **Intellectual Proprietary.**

23. **Uptime**. You will guarantee to provide 95% uptime of all the systems during warranty and subsequent AMC. In case of failure to do so, proportionate payment will be deducted from the bank guarantee/payment due to you.

24. **Intellectual Proprietary Rights**. The vendor will be required to give an undertaking that the proposed development and customisation would in no manner be a violation of **Intellectual Proprietary Rights (IPR) of any software and that the CAO Office, E block would not be responsible towards any legal fallout at a later stage**. The customized software developed including subsequent versions would become a **proprietary item of the Indian CAO office, Eblock.**

25. **System Maintenance**.

a. **Reliability Guarantee**. The vendor would maintain a 24-hour response time on all working days once any fault is intimated. If the user discovers an error in the accepted software that prevents the user from performing in accordance with the documentation provided by the vendor, the user shall notify the error. The vendor would provide analysis of the error as well as carry out sample runs for the affected modules. The vendor would also provide an updated version of the program, which would correct the error. The program would be delivered in the same form and quantity as the original versions and shall be accompanied by updated documentation, both hard copies as well as on line.

b. **Renewal Option**. The vendor will ensure maintainability of the software for a period of five years after the free warranty period of Three year. An option to renew the Maintenance contract / Warranty or provide/develop a new version of the software is to be given to the user on terms and conditions to be worked out afresh.

# Part V- EVALUATION CRITERIA & PRICE BID ISSUE

1.      **Evaluation Criteria-**  The broad guidelines for evaluation of Bids will be as follows:

(a)    Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.

(b)    In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics mentioned in the RFP.  The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP.  The price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

(c)    The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below.   The consideration of taxes and duties in evaluation process will be as follows :-

(i)     In cases where only Indian Bidders are competing, L-1 bidder will be determined by excluding levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service Tax, Octroi/entry tax, etc. on Services as quoted by bidders.

(d)    If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected.  If there is discrepancy between words and figures; the amount in words will prevail for calculation of price.

(e)    The Lowest acceptable Bid will be considered further for placement of Supply order after complete clarification and price negotiations as decided by the Buyer.

(f)    The Bidders are required to spell out the rates of Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices.  In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entrained after the opening of tenders.

(g)    Any other criteria as applicable to suit a particular case.

2.  **Price Bid Format :**  The Price Bid Format is given below and Bidders are required to fill this up correctly with full details, as required under Part-II of RFP :-

    **(a)**    **Basic cost of the item/items:**

### Cost Details

| Sl. No | Description | Basic Cost | Total Cost |
|---|---|---|---|
| 1. | Cost of Software Development and Installation(including installation of network, hardware(including server) | | |
| 2. | Cost of Training | | |
| 3. | **Total Cost** | | |
| 4. | CAMC for One year | | |
| 5. | **CAMC for Five years** | | |
| 6. | **Grand Total (3+5)** | | |

**Note :**  Determination of L-1 will be done based on total of basic prices (not including levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service tax, Octroi/entry tax, etc. on final product) of all items/requirements as mentioned above.

**3. Additional information in Price Bid on Taxes and Duties (not in scope of L-1 determination) :-**

| | | |
|---|---|---|
| (a) | Is Excise Duty extra ? | |
| (b) | If Yes, mention the following :- | |
| | (i) Total value of items on which Excise Duty is leviable | |
| | (ii) Rate of Excise duty (item-wise if different ED is applicable) | |
| | (iii) Surcharge on Excise duty, if applicable? | |
| | (iv) Total value of excise duty payable | |
| (c) | Is Excise Duty Exemption (EDE) required | |
| (d) | If yes, then mention and enclose the following:- | |
| | (i) Excise notification number under which EDE can be given | |
| (e) | Is VAT extra? | |
| (f) | If yes, then mention the following :- | |
| | (i) Total value on which VAT is leviable | |
| | (ii) Rate of VAT | |
| | (iii) Total value of VAT leviable | |
| (g) | Is Service Tax extra? | |
| (h) | If yes, then mention the following : | |
| | (i) Total value of Services on which Service Tax is leviable | |
| | (ii) Rate of Service Tax leviable | |
| | (iii) Total value of Service Tax leviable | |
| (j) | Is Custom Duty Exemption (CDE) required | |
| (k) | If yes, then mention the following : | |
| | (i) Custom notification number under which CDE can be given (enclose a copy) | |
| | (ii) CIF value of stores to be imported | |
| | (iii) Rate of Customs Duty payable | |
| | (iv) Total amount of Customs Duty payable | |
| (l) | Octroi/Entry taxes | |
| (m) | Any other Taxes / Duties / Overheads / Other costs | |

**Signature of tenderer_____**
**Name in Block letter _____**
**Date _____**
**Capacity in which Signed_____**

Tele : 011-23014698,
011-23014703

**OPEN TENDER NOTICE**

**FOR UPGRADATION OF COMPUTERISED ESTATE
MANAGEMENT SYSTEM**

OFFICE OF JS (E/CAO), MINISTRY OF DEFENCE
'E'- BLOCK, DALHOUSIE ROAD, NEW DELHI – 110011

The JS(E/CAO), Ministry of Defence, New Delhi for and on behalf of the President of India, invites Sealed Tenders in two-bid pattern for "**UPGRADATION OF COMPUTERISED ESTATE MANAGEMENT SYTEM**".

2.      O/o JS(E/CAO), requires Estate Management System. The proposed package should be developed in Web technologies duly incorporating the enhancements required over the existing package.   The proposed package will be a Comprehensive Integrated Software capturing the existing workflow requirements of CAO/Quartering.  Developing the package in Web Technologies with any browser at front end require redevelopment of the entire package in Microsoft ASP dot net / Java, as well as catering for the enhancements in the functionalities proposed. The desired package should be highly secure with faster data processing and data indexing. The package should have password security for each user and administrator.

The software should work on networked environment with any browser as front end over Linux and 2000/XP/latest versions of Microsoft Windows Operating Systems.  The backend could be any popular RDBMS, with trained support/training available such as Oracle 11g/12c, IBM DB2, MS SQL, SQL Server 2008, My SQL, Post Gress etc. However, technical framework may be changed on mutual agreement between the vendor and user (CAO) after system study.

3.  **Eligibility Criteria:**   The firm should have PAN, Documents proving experience of having successfully completed minimum 03(Three) projects of similar nature, Documents showing intended approach for application software development, Documents to prove possession of certifications required as per Part II(B) of the RFP.  Shall submit Bank Solvency Certificate issued not earlier than 30 Jun 2016, duly signed by the bank authority clearly stating that the account of the company is not under attachment from any Govt Body/Statutory Authority or Court etc.

4.  **Pre-Bid Conference :**   All clarifications are to be resolved in the Pre-Bid Conference on 23 Nov 2016 at 1500 hrs in Room No. 158, Conference Hall, O/o JS(E/CAO), 'E' Block, New Delhi-110011. prior submission of bids

5.   The Tender document can be collected from CAO/MP-1, Room No. 56, 'E' Block, Dalhousie Road, New Delhi – 110011, by depositing Rs. 100/- in cash. Tender document can also be viewed and downloaded from the websites www.Tender.gov.in or www.eprocure.gov.in or www.caomod.nic.in.  The Tenderer using the Tender document down-loaded from the website shall enclose with his Bid a banker's cheque/DD for Rs. 100/- drawn in favour of "JS(E/CAO), Ministry of Defence" payable at Delhi/New Delhi.

6.    The Tender Bid shall contain Earnest Money of Rs.1,25,000/- (Rupees  One Lakh Twenty Five Thousand only) payable by way of DD/Pay Order issued in favour of the "JS(E/CAO), Ministry of Defence" drawn on any Nationalised bank, payable at Delhi/New Delhi.

7.   Tender bids in two bid pattern will be received in sealed envelope addressed to the JS(E/CAO), Ministry of Defence, 'E' Block Dalhousie Road, New Delhi –110011 duly superscripted "**TENDER FOR UPGRADATION OF COMPUTERISED ESTATE MANAGEMENT SYTEM**"  and must reach through Registered Post/By Hand or dropped in the Tender Box kept at the Reception Office of 'E' Block on or before **1500 hrs on 06 Dec 2016**.Technical Bid would be opened in the Conference Hall, O/o JS(E/CAO), Ministry of Defence, E Block, Dalhousie Road, New Delhi-11 at **1530hrs on 06 Dec 2016.**  Date of opening ofCommercial Bid will be intimated after acceptance of the Technical Bids.

Sd/-
(Vijay Shankar V)
Dy CAO(FM)
for JS(E/CAO)