



**Request for Proposal
(RFP) with respect to
E-Governance initiative
Of
Competition Commission of India**

Table of Contents

S. No.	Content	Page
1	Invitation & Request for Proposal (RFP)	3
2	Annexure A: TECHNICAL BID	24
3	Sample of the Curriculum Vitae	30
4	Annexure B: FINANCIAL BID	32
5	Annexure C: Draft Terms and Conditions	34



Competition Commission of India

*Hindustan Times House (3rd Floor),
18-20, Kasturba Gandhi Marg,
New Delhi – 110 001
Tel: 011-23473400 Fax : 011-23704686*

F.No.D-24015/1/2010-CSD

5th April, 2010.

To
The Chief Executive Officer
M/s

Dear Sir,

**Sub.: Request for Proposal (RFP) with respect to E-governance initiative
of the Competition Commission of India (CCI) - regarding**

In accordance with provisions of Rule 168 of the General Financial Rules (GFR), 2005 please refer to our Expression of Interest (EOI) on the above subject published in 'The Hindustan Times' and placed on the web portal of the Competition Commission of India (hereafter called CCI) on 4th April, 2010, you / your firm / your company had expressed interest in the EOI vide your letter dated Please find enclosed a document titled "**E-Governance: The Way Forward**", which is the Roadmap of CCI for its e-governance initiative (also referred to as "**iTOp**" in places). The Roadmap is deemed to constitute an intrinsic part of this RFP and must be read carefully to get a holistic view of the Scope of Work and Terms of Reference of this RFP. Its content constitutes the broad requirements of work / services for the captioned project

(hereinafter referred to as “the project” or “iTop” variously and interchangeably), as envisaged under Rules 166 & 167 of GFR 2005.

2. Invitation

The Competent Authority is pleased to include you / your firm / company in the short list of potential service providers for the project. Through this RFP you are formally invited to offer your technical and financial proposal for the project. This RFP is not an offer by CCI, but an invitation for bidders’ response. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorised officers of CCI and the bidders.

The bidders desirous of taking up the project for the supply of a one-stop solution (as defined in the Scope of this document) for an enterprise Integrated Technology in Operation (**iTop**) are invited to provide the necessary information as requested in this RFP. Evaluation criteria, evaluation of the responses to this RFP and subsequent selection of the successful bidders will be entirely at CCI’s discretion. Its decision shall be final and no correspondence about the decision shall be entertained. This RFP seeks proposal from bidders who have the capability and experience in providing CCI with an integrated system consisting of hardware, software, operating system, networking solutions, database management system, analytical application, data modelling tools and capacity building abilities in conjunction with professional consulting services in their own capacity and adhering to CCI’s requirements.

3. Procedure for submission of proposal

In case you choose to submit a proposal, the procedure is laid down below:

- i. A “Two bid” system will be followed comprising of a “Technical Bid” and a “Financial Bid”.
- ii. A standard format for Technical and Financial Bid is enclosed as Annexure A and B respectively.

Technical Bid and financial Bid should be submitted in separate sealed envelopes duly marked as 'Technical Bid' or 'Financial Bid', as the case may be. Both the Bids along with Demand Draft of Earnest Money must be kept in a large sealed cover clearly marked in BOLD LETTERS – “QUOTATION FOR E-GOVERNANCE”. In brief, this envelope will contain – Technical Bid, Financial Bid and Demand Draft of Earnest Money – and will be addressed to :

**The Under Secretary,
Competition Commission of India,
Hindustan Times House,
(3rd Floor)
18-20, Kasturba Gandhi Marg,
New Delhi-110001
Tel: +91 11 23473400
Fax No: +91 11 23704686**

- iii. The last date and time for submission of Bid is **13.05.2010 upto 1100 Hrs.**
The Technical Bid will be opened on **20.05.2010 at 1500 hrs.** in the presence of bidders or their authorized representative.
- iv. The bids can be dropped in the Tender Box kept at the Reception of CCI at 3rd Floor of Hindustan Times House, 18-20, Kasturba Gandhi Marg, New Delhi – 110 001.
- v. The submission of more than one tender by the same person / firm / company under different name is prohibited. Such tenders shall be rejected and no representation or correspondence shall be entertained with the vendors.
- vi. In this RFP as well as the document titled “**E-Governance: The Way Forward**” the words “Competition Commission of India” / CCI / the Commission are used interchangeably and imply the same entity. Similarly the words consultant / vendor / vendor-consultant / IT Partner also denote the same entity.
- vii. No bids shall be accepted after the due date and time.
- viii. Tenders giving insufficient particulars are liable to be rejected
- ix. The bidder (and his employees) shall not, unless the CCI gives permission in writing, disclose any part or whole of this RFP document, of the proposal and/or contract, or any specification, plan, drawing, pattern, sample or information

furnished by the CCI (including the users), in connection therewith to any person other than a person employed by the bidder in the performance of the proposal and/or contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance. The employees or the third parties engaged by the bidder shall maintain strict confidentiality. The bidder, his employees and agents shall not without prior written consent of the CCI make any use of any document or information given by the user, except for purposes of performing the contract award. In case of breach the CCI shall take such legal action as it may be advised.

- x. Subject to any law to the contrary, and to the maximum extent permitted by law, CCI and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage suffered by any person acting or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of CCI or any of its officers, employees, contractors, agents, or advisers.
- xi. The bidder is expected to examine all instructions, statements, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of its bid. While the CCI has made considerable effort to ensure that accurate information is contained in this RFP (including the Roadmap), the information contained in this RFP is supplied solely as a guideline for bidders.
- xii. Any clarification issued by the CCI will be in the form of an addendum, a copy of which will be forwarded to the bidders.
- xiii. The contents of this RFP and the supporting documentation are confidential and proprietary to the CCI and are provided solely for the purpose of response to the RFP.

- xiv. Prospective bidders requiring any clarification of the bidding documents may seek clarification during the Pre Bid Conference scheduled to be held on **16.04.2010 at 1100 hrs.** in the Office of the Commission.
- xv. Amendments, if any, in the RFP will be notified by issuing a Corrigendum to RFP and will also be displayed in the web site of the Commission : <http://www.cci.gov.in>
- xvi. The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the CCI shall be written in English language.
- xvii. Prices shall be quoted in Indian Rupees.
- xviii. All the submissions, including any accompanying documents, will become property of CCI. The bidders shall be deemed to license, and grant all rights to, CCI, to reproduce the whole or any portion of their solution for the purpose of evaluation, to disclose the contents of submission to other bidders and to disclose and/or use the contents of submission as the basis for RFP process.
- xix. Misrepresentation of these facts will lead to the cancellation of the contract without prejudice to other actions that the CCI may take.
- xx. The consultant shall fully familiarize themselves about the applicable to domestic taxes (such as: value added or sales tax, service tax or income taxes, withholding tax, duties, fees, levies) on amounts payable by the Employer under the Contract. All such taxes must be included by the consultant in the financial proposal.
- xxi. An Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rs. One Lakh only), in the form of Demand Draft in favour of “Competition Commission of India (Competition Fund) Account” must be submitted along with the Proposal. Proposals not accompanied by EMD shall be rejected as non-responsive. The EMD of the unsuccessful bidders would be returned back within **one month** of signing of the contract.
- xxii. The EMD shall be forfeited by the Employer in the following events:
 - I. If the consultant tries to influence the evaluation process.

II. If the First ranked consultant withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the consultant).

III. If subsequent ranked consultant, who happens to be the L-1 bidder consequent on withdrawal of proposal by the first ranked consultant, also withdraws his proposal.

- xxiii. The selected consultant shall be required to furnish a Performance Guarantee equivalent to 10% of the contract value rounded off to the nearest thousand Indian Rupees in the form of unconditional and irrevocable bank guarantee from a scheduled commercial bank in India for the period of contract with 90 days claim period. The bank guarantee must be submitted after award of contract but before signing of consultancy contract. Successful bidder has to renew the bank guarantee on same terms and conditions for the period up to contract including extension period, if any. Performance Guarantee would be returned only after “Acceptance” of the project by the CCI or any other official duly authorised by the Competent Authority and only after adjusting/recovering of any dues recoverable/payable from/by the consultant on any account under the contract. On submission of performance security and after signing of the contract, bank guarantee submitted towards EMD would be returned in original. Format of the bank guarantee would be sent separately.
- xxiv. The consultant shall indemnify the CCI and its employees against all third-party claims of infringement of patent, trademark, copy right or industrial design rights arising from use of the solution or any part thereof in India.
- xxv. The CCI may at any time, give written order to the consultant / vendor to make changes for additional functionalities specifically required, but not falling within the general scope of the current **iTop** RFP/Contract. If any such change causes an increase in the cost of, or the time required for, the consultant’s performance of any provisions under the Contract, the supplier should notify the CCI in terms of the person month efforts required for executing the change requests, CCI will examine the efforts estimate & agreed efforts will be compensated in terms of person month charges quoted as a part of the commercial bid. Any claims by the

consultant for adjustment under this clause must be asserted within 6 working days from the date of the consultant's receipt of the CCI's change order.

- xxvi. The determination of the question whether or not a change request constitutes additional functionalities specifically required, but not falling within the general scope of the current **iTOP** RFP/Contract, shall be decided by the CCI / authorised officer. However, this determination shall always be under the general principle of "rule of reason".
- xxvii. The vendor / consultant shall not assign anyone, in whole or in parts, its obligations to perform under the contract, except with the CCI's prior written consent. Moreover, the CCI shall bear no additional cost toward such sub-contract for the project assigned to the vendor / consultant.
- xxviii. The selected agency is responsible to ensure secrecy and security of the data and information supplied to them and subsequently loaded/updated on the system. The information/data so made available shall not be passed on to any unauthorized persons, agencies or organization.
- xxix. The technical bids will be opened on 20.5.2010 at 1500 hrs. by the Consultancy Evaluation Committee (CEC) constituted by the Competent Authority.
- xxx. The Technical Bids will be evaluated by the aforementioned CEC according to the criteria mentioned later in this letter. A letter declaring the list of technically qualified vendors will be issued to each participating vendor.
- xxxi. Only the Financial Bids of the technically qualified vendors will be subsequently opened by the CEC for further analysis or evaluation and ranking and selecting the successful bidder for placement of contract.
- xxxii. Although it will be the intention of the CEC to appoint a vendor on basis of the evaluation of the Technical and Financial Bids, the CEC reserves the right to grant the contract by "nomination" method as envisaged under Rule 176 of GFR 2005, if felt necessary in larger interest of the CCI after recording full justification and after obtaining approval of the Competent Authority.
- xxxiii. Your submission of proposals shall be taken as complete acceptance of the procedure described above and all the other terms and conditions laid down in this letter. It shall also be taken as assurance that you will provide complete co-

operation to the vendor for any separate but related project that may use the website as a platform for interface.

4. Right of CCI to accept or reject any or all Bids:

(a) The CCI reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the CCI's action.

(b) The acceptance of tender will rest with CCI which does not binds itself to accept the any specific bid and reserves to itself the right to reject any or all the tenders received without the assignment of any reason. All the bids in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

(c) Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable to rejection.

5. Notification of Award

(a) After completing official formalities, the CCI will notify the successful bidder that their bid has been accepted.

(b) The notification of award and approval from the competent authority will constitute the formation of the contract.

6. Signing of Contract:

CCI will notify the successful bidder that its bid has been accepted and will send the Bidder the Contract Form provided in the Bidding Documents, incorporating all

agreements between the parties. The successful Bidder shall come to the office and sign the Contract on the appointed date and time. Only minor modifications to the Draft Terms & Conditions (as enclosed) may be effected after obtaining approval of the competent authority in CCI.

7. **Payments**

(a) As mutually agreed between the parties. Vendor should quote the payment process as per Industry Standards.

(b) No TA/DA, Conveyance, Boarding and lodging charges to be paid to be vendor during the whole exercise.

8. **Maintenance**

a. The user may request for the customization of the project as per their requirement during the Specification Review Stage, Mid Term Review stage and Final Review Stage as mentioned in the document titled “**E-Governance: The Way Forward**” and later in the RFP. This would include fixing any problem encountered during the usage of applications / modules during this period including minor architectural changes or adding minor features. This period would be termed as “**Development Phase**”. In this period, any unforeseen problems relating to project will have to be resolved by the vendor free of cost. During this phase, no maintenance charges will be payable / claimed.

b. The vendor should provide all source code, forms etc., and everything else deployed which is essential for this project to CCI.

c. Vendors to also separately quote for the yearly maintenance charges for this project for a block of 2 years. Yearly Annual Maintenance Contract shall commence after expiration of the Development Phase.

d. Further new developments to be taken care of as per agreement between both the parties.

9. Dispute Resolution

Any disputes shall be subject to jurisdiction of courts at New Delhi and as indicated in para 17 of the Draft Terms & Conditions project given at Annexure C.

10. The Terms of Reference (TOR)

The following TOR lays down a summary of objectives. These must be read in conjunction with the document titled “**E-Governance: The Way Forward**” provided along with this RFP. The aforesaid document is deemed to be included in the TOR and gives a comprehensive and holistic picture of the TOR and Scope of Work for this project.

(i) Statement of Objectives:

Short term (1-2 years)

Accordingly, the short term objective recommended is to get started as quickly as possible on the road to e-governance by acquiring an IT partner who would

- be the umbrella agency to develop the initial ICT environment including software design, web portal redesign, content management / hosting, applications, networking architecture, connectivity requirement, system security, data back-up, disaster management and recovery, document digitization, data warehousing etc. with comprehensive onsite and off-site support
- provide initial training for practical access and usage of applications
- assess future requirements in terms of systems, in-house manpower, capacity building, web design, security, networking and connectivity
- give professional advice on all aspects of ICT including procurement, recruitment, training, security, technology upgradation etc.

- conduct regular project management self-assessment and design and submit concise and self explanatory MIS reports for internal review
- provide full onsite and offsite maintenance

Medium term (2-3 years)

As the Short term objectives are achieved, there would be a natural emergence of newer requirements as well as increase in the Commission's in-house capacity to formulate clearer objectives for the medium term. However, from start the following objectives should be made a base for the Medium term.

- Conduct an assessment under E-governance Assessment Framework of DIT
- Security audit by third party
- Have in place in-house core group of IT professionals to interact with the consultant, translate the needs of the Commission in terms of ICT requirements for the vendors / consultants
- This in-house IT team would also prepare future tender documents, evaluate them and help the Commission select future vendors / consultants
- Based on the discussions between the IT team, consultant and the CCI functional staff, a BPR exercise should be carried out to streamline activity flow, improve documentation, knowledge sharing, data access etc. so as to align activities with technology.

▪ Documentation

The vendor shall prepare a Manual elaborating step by step procedure for operating the applications / program (s) by the System Administrator, successor consultant (if any) and the officers / users. The manual should contain:

- Detailed System Design Documentation
- System Administration Manual
- Users Manuals
- Manuals related to implementation and Changeover

(ii) Outline of tasks to be carried out:

These are mere outlines. Individual items have been discussed in detail in the document titled “E-Governance: The Way Forward”. The section of that document titled “Things to do” is of particular importance and relevance to vendor / consultant in so far as it refers to vendor / consultant responsibilities.

The outline of tasks for this RFP is as follows.

- i. Document Management Solutions
- ii. Process Modelling
- iii. E- Form designing
- iv. Developing / monitoring / maintaining / hosting web portal
- v. MIS Reporting
- vi. Alerts and Notifications
- vii. Integration
- viii. Document Management Implementation Services
- ix. Document Imaging Services
- x. Document Retention and Storage
- xi. Knowledge Management
- xii. Authentication Management
- xiii. Mail management
- xiv. Records Management
- xv. Human Resource Management System
- xvi. Internet Security Aspects

Important

- It is pointed out here that this TOR **includes various matters relating to website redesign / maintenance aspect of the Roadmap**. The vendor / consultant would immediately take over updation / maintenance of existing website and also re-design / re-develop the website afresh. The website must follow all requirements prescribed for government websites including initial security audit.

- Similarly, it is important to clarify here that the procurement of hardware / proprietary software (like OS for system, antivirus, PCs, servers, firewalls, routers, etc.) would be done as per advice of the consultant from DGS&D as far as possible. The consultant would design tenders and evaluate them for these items and render whatever assistance required for their procurement.
- The “hosting charges” that may include cost of shared servers, dedicated leased lines, disk space (whether owned, shared or hired) shall not be part of this RFP. The vendor / consultant would assist the CCI in determining the most cost efficient option (within the government norms) for hosting, executing tenders where necessary and carrying out all processes relating to hosting including content management and updation.

(iii) Schedule for completion of tasks:

The proposed timeline is 57 weeks (“W”). A margin of +/- 8 weeks can be kept.
(Given on next page)



(iv) Support or inputs to be provided by the CCI:

- Access to office premises of CCI.
- Interactive SRS phase.
- Free interaction with officials (at their convenience).
- Providing all answers / clarifications deemed relevant for the project.
- Extension of courtesy and support as IT partner.
- Explanation of law, procedures, work allocations, organizational structure etc. to the extent relevant for the project.
- Write ups or introductory comments where required.
- “Copy” or text for various forms for relevant applications.
- Ensuring complete co-operation from the vendor / s of any separate but connected project such as website redesign / management / upgrade.

(v) Required final output:

Successful “iTop” implementation and readiness for the next phase.

11. Eligibility and pre-qualification criteria

The minimum requirements are given below:

- The firm / company should be not have been incorporated later than 1 April 2006. The vendor should be a partnership firm / company
- The promoters / CEO / COO should have impressive technical qualifications
- It should have no less than 25 full-time professional employees
- It should be registered with EPFO

- It should have capabilities as a full service IT agency with proven track record that can be established through documentation such as work orders / commendations etc.
- It should have at least 10 existing reputable clients such as national level blue-chip companies, government organizations, PSUs or agencies
- It must have done similar IT partnerships with at least **3 Central Government** ministries / departments / statutory authorities / autonomous agencies in the past 3 years
- It should have previous experience of independently handling sensitive and confidential matters particularly legal records and documents of confidential nature
- Its annual turnover should have exceeded more than Rs. 1,00,00,000 (Rupees one crore / ten million) for each of the previous completed financial years i.e. 2006-07; 2007-08 & 2008-09 (supported by audited accounts / copy of Income Tax returns)
- It should be able to dedicate a complete team of professionals exclusively for the project
- It should have a local office in Delhi and at least 2 running Central Government projects in Delhi
- It should have proven experience of having some other project that has undergone a third party security audit that can be established through documentation
- The project heads should have core competence in hardware and software design, development and implementation
- Project heads and developer should have skill sets that include .net, C#, XML, MTS, JavaScript, Perl, MS SQL Server, VB6, COM, IIS 6.0, XHTML, CSS, PHOTOSHOP CS3, AJAX, WORDPRESS, JOOMLA

12. Key positions to be evaluated

The CV and experience of the following key positions will be evaluated:

- i. CEO
- ii. COO
- iii. Technology Head
- iv. Team Leader
- v. Chief Programmer
- vi. Designer

The bidder shall furnish a certificate to the effect that engineers who's CV's have been attached with the technical bid will be employed for the entire duration of the contract or else replaced by a person of equal competency. Bidder shall maintain the availability of professional staff nominated in the technical proposal.

13. Bid evaluation criteria and selection process

The procedure of bid evaluation and selection is briefly outlined below:

- i. Tenders received upto **1100 Hrs. of 13.05.2010** will only be considered.
- ii. Bidders may clarify the doubts, if any, in the pre-bid conference to be held on **16.04.2010 at 1100 Hrs.** in the Office of the Commission.
- iii. The CEC will open Technical Bid on **20.05.2010 at 1500 Hrs.**
- iv. It will examine the document and ascertain that they are complete and that the documents have been properly signed.
- v. There should be a certificate to the effect that the bidder will appoint the same personnel whose CV's have been attached with the bids
- vi. The Technical Bid will comprise of 2 parts: Part I will list the minimum requirements and Part II will reflect the desired requirements.
- vii. The CEC will first evaluate whether the vendor is fulfilling each of the minimum requirements. Only those vendors who fulfill all the minimum requirements in Part I shall be evaluated on the desired requirements in Part II. All the vendors qualifying for that stage may be asked to make a presentation
- viii. Marking shall be made for each criteria listed in Part II of the Format for Technical Bid

- ix. Only those vendors securing 300 or more in Part II of the Technical Bid shall be considered for evaluation of Financial Bid
- x. The Financial Bid will be evaluated on L1 basis
- xi. The Total Score shall be on the basis of “Combined Quality Cum Cost Based System (CQCCBS)” basis with a weightage of 70:30 given to technical : commercial bid. The formula is given below:

Total Technical Score i.e. the sum of the marks obtained under the above heads for each bid is termed as **ST**.

It is reiterated that only the bidders satisfying both the conditions i.e. who meet the minimum requirements and whose Total Technical Score is above 300 will be treated as qualified.

The commercial bids of only the technically qualified bidders will be opened.

Commercial Bid Score – The Commercial Bid Scores of those bidders who are qualified would be opened and computed based on the commercial bid submitted by the vendors.

If **FDC** is the total commercial bid price quoted in the bid under consideration (including the Annual Maintenance Charges for 2 years)

and

FLDC is the value of lowest commercial Bid among all the technically qualified bidders (including the AMC for 2 years).

Commercial Bid Score (SF) for each bid shall be computed as follows:

$$\text{SF} = 300 \times (\text{FLDC} / \text{FDC})$$

Total score – Total Score (Ts) for each qualified bid in POC shall be computed as under:

$$\text{TS} = \text{ST} + \text{SF}$$

The Bidder obtaining highest Total Score (**TS**) value, will be declared as the **Best Evaluated Bid**.

xii.The evaluation methodology for Technical Bid is tabulated below:

Sl. No.	Particulars	Weights
1	Company Details	120
1A	<i>Company Background</i>	
	Incorporated/Established before 2003=60, before 2004=48, before 2005=36, before 2006=24	60
1B	Turnover	60
	Average Turnover 2006-07 to 2008-09 more than > Crs 1= 12 Rs. 1 Cr. – 1.5 Cr.=24 , 1.5- 2 Crs=36, 2-3 Cr.= 48, more than 3 crs = 60	60
2	Relevant Experience	180
	Similar services provided to Central/State Govt. Organisation(s) [given in scale 10-90]	90
	Similar services provided to blue-chip companies [given in scale 10-90]	60
	Services provided to other Organisation(s) [given in scale 10-60]	30
3	Strength (No. of employee) >50=120, 50-40=100, 40-30=80, 30-25=60	120
4	CV's and Skills	180
	<i>General qualifications</i>	30
	<i>Adequacy for the present assignment</i>	60
	<i>Experience in handling similar projects</i>	90
5	Bonus (as explained below)	100
	Total Score (Sr. No 1+2+3+4+5)	700

NOTE:

- Total points for the above criteria: **700**
- **Minimum qualifying marks are 300**
- Bonus of **100 points (graded in scale of 10 – 100)** may be given for evidence of successfully implementing similar projects in any Central Government enforcement / investigative / legal agency (documentation required)

14. Standard format for Technical and Financial Bid

Given at Annexure A and B respectively.

15. Proposed contract terms

Draft Terms and Conditions of contract are given at Annexure C. The final contract will be negotiated and prepared after notification under paragraph 5 above and will be subject to approval of the competent authority. Only minor modifications to the Draft Terms & Conditions (as enclosed) may be effected after obtaining approval of the competent authority in CCI. No substantive changes will be made.

16. Procedure proposed to be followed for mid term review of the progress of the work

- This shall take place after 24 weeks of commencement of the project
- All reports and documentations mentioned in the terms of contract will be reviewed for timeliness and quality of MIS
- The time schedule of work mentioned at paragraph 10 (iii) should have been strictly adhered to
- Any problems encountered in the trial run stage will be communicated to and discussed with the vendor who will have to provide a solution for the same

- Similarly, the vendor will clearly mention any further assistance / clarifications required under paragraph 10 (iv)

Yours sincerely,

(-----)

Competition Commission of India

Annexure A
TECHNICAL BID

1. Name of the Service Provider:

2. Address of the Service Provider:

3. Legal status (Attached copies original document defining the legal status)

The Service Provider is :

a) Partnership Firm

b) Company

4. Name of Partners / Directors and any other officers (with designation) to be concerned with this work with designation of individuals authorized to act for the organization.

5. Contact details

a) Office Nos.

b) Fax No.

c) Email Address:

6. PART I: Minimum requirement

Requirement (Supply documentary proof where required)	YES / NO
Whether Earnest Money Deposit has been done	
The firm / company should be not have been incorporated later than 1 April 2006. The vendor should be a partnership firm / company	
The partners / CEO / COO meet the minimum requirements of technical qualifications	
Whether firm / company has 25 full-time professional employees	
Whether it is registered with EPFO	
Whether it has capabilities as a full service IT agency with proven track record that can be established through documentation such as work orders / commendations etc.	
Does firm / company have at least 10 existing reputable clients such as national level blue-chip companies, government organizations, PSUs or agencies	
Whether it has done similar IT partnerships with at least <u>3 Central Government</u> ministries / departments / statutory authorities / autonomous agencies in the past 3 years	

Whether it has previous experience of independently handling sensitive and confidential matters particularly legal records and documents of confidential nature	
Whether its annual turnover exceeded more than Rs. 1,00,00,000 (Rupees one crore / ten million) for each of the previous 3 completed financial years i.e. 2006-07; 2007-08 & 2008-09 (supported by audited accounts / copy of Income Tax returns)	
Whether the firm / company will be able to dedicate a complete team of professionals exclusively for the project (written certificate required)	
Does it have proven experience of having some other project that has undergone a third party security audit that can be established through documentation	
Does it have a local office in Delhi and at least 2 running Central Government projects in Delhi	
Do the project heads have core competence in hardware and software design, development and implementation	
Whether Project heads and developer have skill sets that include .net, C#, XML, MTS, JavaScript, Perl, MS SQL Server, VB6, COM, IIS 6.0, XHTML, CSS, PHOTOSHOP CS3, AJAX, WORDPRESS, JOOMLA	

7. **PART II: Details of consultant**

7.1 **Nature of business**

7.2 **Background**

7.2.1 Year from which the consultant is in operation:

7.2.2 Turnover Trend

7.2.3 PAT Trend

7.3 **Relevant Experience** (the service provider should also submit the list of awarded/committed ongoing projects/jobs)

7.3.1 Services provided to Central Govt. enforcement / legal / investigative Organisation(s) :

- Name / s of organisation
- Narrative description of Services provided
- Year of Services provided
- Approximate value of the services provided(Rs.)

7.3.2 Services provided to national / international blue-chip companies

- Name / s of organisation
- Narrative description of work
- Year of Services provided
- Approximate value of the services provided(Rs.)

7.3.3 Services provided to other reputed Organisation(s) :

- Name / s of organisation

- Narrative description of work
- Year of Services provided
- Approximate value of the services provided(Rs.)

7.3.4 Details of any awards

- Name of award
- Year
- Brief description of work

7.4 **Strength** (No. of permanent professional employees. Also give proof of PF registration. Mention no. of professional contractual workers also separately).

7.5 **Professionals for the Project**

7.5.1 **CV's and Skills of the personnel** who will be involved in the project (with the details of General Qualification, Adequacy for the present project, Experience in handling similar project submitted as separate annexure)

7.5.2 The consultant shall furnish a **certificate** to the effect that personnel who are CV's have been attached with the technical bid will be employed for the entire duration of the contract. The Service Provider shall maintain the availability of Professional staff nominated in the technical proposal.

8. Have you ever left the work awarded to you incomplete? (if so, give name of the Project and reasons for not completing the work).
9. Has any Central Government Department / Organisation ever penalised you? If so, give the name of the Department / Organisation and brief reasons.
10. Have you ever been debarred / black listed for tendering in any organization at any time? If so, give details.

11. Any other information considered necessary but not included above

(Relevant documents to support the above may be enclosed.)

(Signature of the Authorized Signatory

Name: _____

Office Seal

Date:

Place:

Sample of the Curriculum Vitae

Brief description of yourself:

Name:

Profession / present Designation

Years with Firm / Organization _____

Nationality:

Area of Specialization

Key Qualifications:

(Under this heading, give outline of experience and training most pertinent to assigned work. Describe degree of responsibility held by you on relevant previous assignments and give dates and locations.)

Education

(Under this heading, summarize college/university and other specialized education, giving names of schools/colleges etc., dates attended and degrees obtained.)

Experience

(Under this heading, list all positions held by you since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate.

Outline of recent experience on assignments of similar nature:

Sl. No	Name of Assigning Agency	Name of Assignment	Date of Commencement	Date of Completion	Was Assignment. Satisfactorily completed
1	2	3	4	5	6

Signature

Date:

Note: CVs of the Professionals should be signed by the staff themselves or by the authorized representative of the Professional Staff duly countersigned by the authorized representative of the firm.

Annexure B
FINANCIAL BID

Name and Address of the Agency:

S. No.	ITEM	Rate in Rs.	Rate in Words
1	iTop Design/Development charges (including development of requisite administrative modules) as well as consultancy during Development Phase		
2	Charge for the Annual Maintenance of iTop and related modules per annum applicable after the expiration of Development Phase*. [To be quoted for 2 years]		
TOTAL (to be considered for L1)			
Rate of "Person month" for use in change request. **			

Date:

Place:

Authority Signatory

Name: _____

Office Seal

* Defined in para 8 (a)

**** “Change request” is discussed in detail in para 3 (xxv) & (xxvi) of the covering letter.** A summary calculation is required to show how the person month rate has been derived from the Column 1 of the table above. This can be done showing some basic parameters such as total programming hours used, per month cost of some key members of the project team etc. In any case, the “Person month” rates must not exceed the average monthly amount at Column 1 above. This will be arrived at by applying the formula:

Quoted amount X 4

56

Annexure C
Draft Terms and Conditions

This describes the terms and conditions under which ----- (hereinafter referred to as the VENDOR) grants the Competition Commission of India (CCI) the right to use the software, applications, administrative modules for the project named **iTOp** (hereinafter referred to as Product) developed by them.

The terms “Buyer”, “User” and/or Competition Commission of India / Commission / CCI refer to the end-user of the Product. The term “Seller” and/or “VENDOR” refers to the consultant / creator or “Proprietary Owner” of the Product. “Product” denotes software / applications / solutions developed by it exclusively for the **iTOp** project.

1. PROPRIETARY RIGHTS

The Product are the proprietary products of the VENDOR and are protected under national laws and international treaty provisions, including copyright, trade secret, trade dress, patents and trademark laws. Ownership of the Product and all copies, modifications, translations, and merged portions thereof shall at all times remain with VENDOR. The User holds, without prejudice, the rights over the source code of the subject software / design / utility. The source code shall be made available to the Competition Commission of India as the Custodian of the Source Code, at the time of installation / acceptance.

2. IMPLEMENTATION / CONSULTANCY

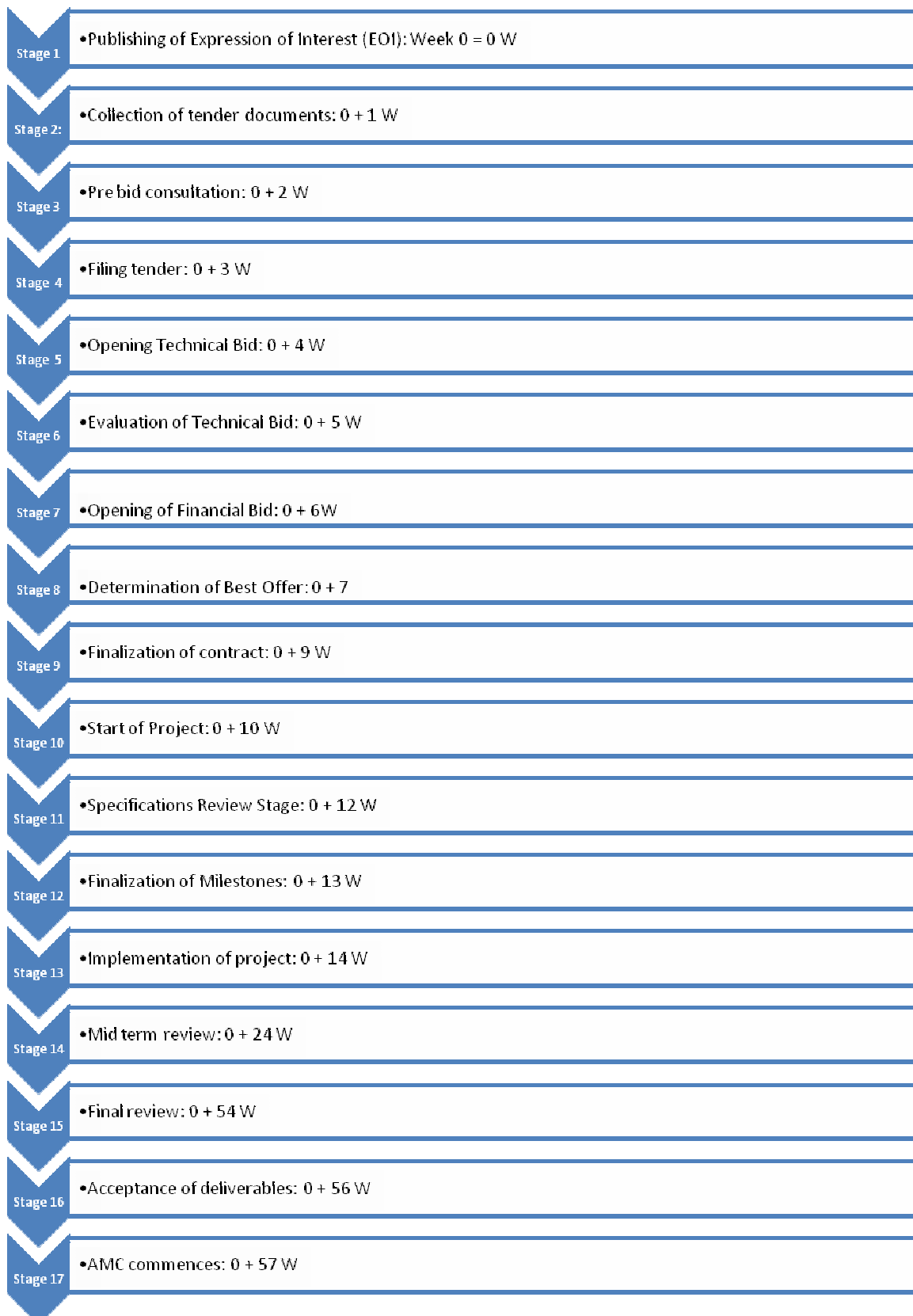
The VENDOR is responsible for the satisfactory implementation of the software / applications and functioning of administrative modules for **iTOp** as well as for the consultancy envisaged in the document “**E-Governance: The Way Forward**” read with the project RFP. Upon successful implementation and operation, the User shall issue an Acceptance Certificate to VENDOR. The date of the Acceptance Certificate shall also be the date of the commencement of the AMC period.

3. TRAINING

The cost of the Product includes the cost of training the officers and officials of Competition Commission of India in using administrative modules and applications and familiarizing them with the various functions and features of **iTOp**.

4. TIME SCHEDULE

The VENDOR shall adhere to Stage 10 – 17 of the following time schedule:



Any deviation from the above shall attract a penalty for delays unless the VENDOR can provide ample justification for the time over-run and/or establish that the delay was due to reasons beyond its control.

5. DEFECT AND ENHANCEMENTS

The CCI may at any time, give written order to the consultant / vendor to make changes for additional functionalities specifically required, but not falling within the general scope of the current **iTop** RFP/Contract. If any such change causes an increase in the cost of, or the time required for, the consultant's performance of any provisions under the Contract, the supplier should notify the CCI in terms of the person month efforts required for executing the change requests, CCI will examine the efforts estimate & agreed efforts will be compensated in terms of person month charges quoted as a part of the commercial bid. Any claims by the consultant for adjustment under this clause must be asserted within 6 working days from the date of the consultant's receipt of the CCI's change order.

6. MAINTAINANCE

The vendor should provide all source code, forms etc., and everything else deployed which is essential for this project to CCI.

After the expiry of Development Phase, the vendor may enter an Annual Maintenance Contract.

Further new developments shall be taken care of as per agreement between both the parties. Upon satisfactory performance, the contract may (but not necessarily) be renewed / re-negotiated for AMC of sets of 3 years. However, normally, such renegotiation should remain within a limit of 15% increase above the AMC for the final year of the previous AMC.

7. DOCUMENTATION

The vendor shall prepare a Manual elaborating step by step procedure for operating the software by the System Administrator, CCA and the officer / user. The manual should contain:

- Detailed System Design Documentation
- System Administration Manual
- Users Manuals
- Manuals related to implementation and Changeover

8. REVIEW

The User shall conduct a mid term review as per the following process:

- This shall take place after 24 weeks of commencement of the project
- All reports and documentations mentioned in the terms of contract will be reviewed for timeliness and quality of MIS
- The time schedule of work mentioned at paragraph 10 (iii) should have been strictly adhered to
- Any problems encountered in the trial run stage will be communicated to and discussed with the vendor who will have to provide a solution for the same
- Similarly, the vendor will clearly mention any further assistance / clarifications required under paragraph 10 (iv)

A similar exercise shall be carried out by the user at Stage 15 (54 weeks) before acceptance.

9. PAYMENT AND TAXES

The invoice for the project would be raised after satisfactory installation / implementation of the Product as well as provision of satisfactory consultancy. The payment schedule is as follows:

Development Phase
10% of quoted development fees at Stage 10
40% at Stage 14
20% at Stage 15
30 % at Stage 16
AMC (Year 1 & 2)
To be paid on quarterly basis i.e. the quoted AMC amount for the year shall be paid in 4 equal installments

The taxes as applicable will be paid by the User.

10. LOGISTICS

iTOp will be very crucial for the efficient functioning of the Competition Commission of India. Therefore the Vendor shall ensure that emergency services are available to the User on a 24 X 7 basis. For this purpose, they should provide to the User a list of contact names and numbers with escalation chart.

11. SECURITY

The VENDOR shall be responsible for

Internet Security Aspects:

- Firewall,
- Internet Restrictions Server
- Inbound / Outbound traffic monitoring
- User privileges on internet access
- Reports on internet activities by users
- Bandwidth allocation by users
- Multiple bandwidth management

12. PRIVACY AND CONFIDENTIAL INFORMATION

VENDOR shall be committed to maintaining the privacy and confidentiality of all data provided by the User. VENDOR shall respect the User's need for absolute confidentiality at all times and give complete assurance that all privileged information will be treated appropriately. No information entered/accessed by VENDOR shall be ever sold, rented, leased, traded, swapped, marketed, exchanged, bartered, distributed, or disclosed in any way.

13. LIABILITY

VENDOR liability to the User at all time shall be as limited to the total cost of this project as stated in Appendix I. VENDOR shall be liable for any downtimes including a third party's error, carelessness or negligence. The VENDOR shall maintain its own monitoring system to avoid downtime or other related problems. The User shall also notify the VENDOR of any failure in the service or an erratic service that come to their notice. The VENDOR shall have a transparent mechanism of monitoring downtime and maintain a log of downtime / uptime to be produced for the User whenever demanded as well as design and submit appropriate MIS reports in Consultation with the authorized officer of the User.

14. PENALTY

There shall be a penalty for non-adherence to the time schedule prescribed in paragraph 4 above unless the delay is shown to be for reasons beyond control of the VENDOR. The VENDOR will be given an opportunity to explain the delay. For every additional week of project delay beyond stage 14, 1 % (one percent) of the project fee shall be liable to be deducted for every 4 weeks (or part thereof). Thereafter, after Stage 15, for every 4 weeks, the rate would double, i.e. for the first 4 weeks after Stage 15 (or part thereof) the penalty shall be 2%, for the second 4 weeks, 4% and so on.

A downtime of more than 10 hours due to VENDOR related issues in any month shall invite penalty in form of reduction of monthly charges on a pro-rata basis.

15. CANCELLATION

The User can, at any time cancel the agreement for any or all of the following reasons by giving 1 month's written notice to VENDOR:

- a. Unsatisfactory design
- b. Poor or non functioning of applications / administrative modules
- c. Monthly downtime of more than 20 hours in any single month
- d. Time over run of more than 10 weeks in the project
- e. Negligence of the VENDOR resulting in vital security breach or violation of privacy and confidentiality clause or any other provision of the contract
- f. Overall dissatisfaction with service provision / consultancy

16. LIQUIDATED DAMAGES

Without prejudice to the clauses on Penalty and Cancellation at para 14 & 15 respectively, the CCI shall be entitled for a claim of liquidated damages to be paid by the Vendor under any of the following eventualities:

- a) Loss of data or breach of confidentiality / security due to negligence of the Vendor
- b) Unauthorised sharing of information or data with any other party or granting unauthorised access to the CCI system
- c) Damage due to negligence to CCI property such as hardware, network, fixtures, fittings or existing software / applications / programs being used by CCI
- d) Failure to comply with written internal administrative instructions / directions that apply to the Vendor
- e) Participation or complicity in illegal or unethical behaviour in course of performing some work under the mandate of CCI
- f) Indulging in any act or conduct that damages the reputation or credibility of CCI

If the CCI has reasons to believe that the Vendor is responsible for any of the above eventualities, it shall serve a show cause upon the Vendor in writing, requiring such clarifications, documents or evidence as it may deem fit. The Vendor shall be given reasonable opportunity to explain its conduct and the CCI shall arrive at a decision for imposing liquidated damages based upon the submissions of the Vendor. It is clarified that CCI will give due regard to whether or not the conduct in question was intentional, malafide or negligent or not. A sum upto 50% of the value of the contract shall be recovered as liquidated damages

from the Vendor in the manner prescribed by CCI. The determination of the exact amount within the said limit shall be at the sole discretion of the CCI. This shall be without prejudice to other remedies available under this contract to the CCI.

17. DISPUTE RESOLUTION

(I) Resolution of Disputes

If any dispute arises between parties, then there would be two ways for resolution of the dispute under the Contract as under:

(i) Amicable Settlement

Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then sub-clause (ii) shall become applicable.

(ii) Arbitration

a) In the case dispute arising between the CCI and the Vendor, which has not been settled amicably, the Vendor can request the CCI to refer the dispute for Arbitration under Arbitration, Act, 1996. Such disputes shall be referred to Arbitral Tribunal. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

b) Arbitration proceedings will be held in India at Delhi and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English. All arbitration awards shall be in writing and shall state the reasons for the award.

c) In the case of dispute arising between the CCI and the vendor, the same shall be referred for arbitration to the Arbitral Tribunal, having Sole Arbitrator. At the time of making a request for reference of dispute to the arbitration, the claimant along with such request send a panel of five persons to the other party. The other party shall within 15 days of the receipt of such communication select one member of the panel to act as Sole Arbitrator. In case, none in the proposed panel is acceptable to the other party, such other party shall within the above 15 days send another panel of five persons to the claimant and the claimant shall be entitled to nominate the sole arbitrator from among the panel sent by the opposite party. In case none of the member of this panel is acceptable to the claimant, the Sole Arbitrator shall be appointed by the Secretary, Deptt. Of Legal Affairs, Govt. of India, New Delhi.

d) To the extent that any dispute arising between the parties has not been resolved by arbitration, then it shall be subject to the exclusive jurisdiction of Delhi/New Delhi Courts only.

(II) Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated at New Delhi, India only.

(III) Notice

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed.

18. FORCE MAJEURE

Neither party shall be responsible for delays or failures on performance resulting from acts beyond the control of such party. Such acts shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, government regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes or other disasters.

19. OMNIBUS CLAUSE

In addition to the terms and conditions mentioned herein, the overall content and intent of the Request for Proposal (RFP) document F. no. ----- dated ----- along with the annexed document “**E-Governance: The Way Forward**” shall be applicable as omnibus terms and conditions where applicable.

Signature of Buyer / User

Signature of Buyer / User

Date:

Date:

Place:

Place:

Appendix I (As quoted in the Commercial Bid)

S. No.	ITEM	Rate in Rs.	Rate in Words
1	iTop Design/Development charges (including development of requisite administrative modules) as well as consultancy during Development Phase		
2	Charge for the Annual Maintenance of iTop and related modules per annum applicable after the expiration of Development Phase*. [To be quoted for 2 years]		
TOTAL			
Rate of "Person month" for use in change request. **			

* Defined in para 8 (a)

** "Change request" is discussed in detail in para 3 (xxv) & (xxvi) of the covering letter. A summary calculation is required to show how the person month rate has been derived from the Column 1 of the table above. This can be done showing some basic parameters such as total programming hours used, per month cost of some key members of the project team etc. In any case, the "Person month" rates must not exceed the average monthly amount at Column 1 above. This will be arrived at by applying the formula:

Quoted amount X 4

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