

**Tender Enquiry Document ( TED)**

for

**DEVELOPMENT OF WEB APPLICATION FOR PROJECT MANGEMENT SERVICES.  
( Under 02 Bid System thru' E-tendering Only)**

**HLL INFRA TECH SERVICES LIMITED**  
**B-14A, Sector-62, Noida- 201307 ( UP)**  
[www.hllhites.com](http://www.hllhites.com)

Description of task, e-tender submission format and procedure is provided in the PRICE Bid document available on HITES website ([www.hllhites.com](http://www.hllhites.com)), & e-tendering website <https://etender.lifecarehll.com/irj/portal>

**Event Number: 3000003971****Important Dates**

<b>Important Dates</b>	
Date of Release of TED	<b>26.04.2019</b>
Last date of queries/ seeking Clarification	<b>03.05.2019 up to 15:00 Hours</b>
Last date of submission of bid	<b>15.05.2019 up to 15:00 Hours</b>
Date of Opening of Technical bid	<b>16.05.2019 at 16:00 Hours</b>
Date of Opening of PRICE bid	<b>To be informed later.</b>

**Note:** Online registration shall be done on e-tendering website i.e. <https://etender.lifecarehll.com/irj/portal> & in general, activation of registration may take **24 hours** subject to the submission of all requisite documents required in the process.

**Any change in the date of Submission of bids & subsequent events would be notified thru' HITES website in form of Amendment.**

**(Ravi Shekhar)**  
**Dy.Vice President-IT**

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**SECTION-I**  
**(TED INFORMATION)**

**Name OF ASSIGNMENT: DEVELOPMENT OF WEB BASED APPLICATION FOR HITES PROJECTS**

Sl	Event	Information to the Agencies
1	Date of Release of TED	26 <sup>th</sup> April'2019
2	Last date of seeking queries / clarifications	03 <sup>rd</sup> May'2019 upto 1500 hrs ( IST)
3	Last date of submission of on Line Bids	15 <sup>th</sup> May'2019 upto 1500 hrs.
4	Date of Technical Bid Opening	16 <sup>th</sup> May'2019 , 1500 hrs (IST)
5	Date of Price Bid Opening	To be informed to technically qualified bidders.
6	Tender Document	Details can be downloaded from HITES website <a href="http://www.hllhites.com">www.hllhites.com</a> & <a href="https://etender.lifecarehll.com/irj/portal">https://etender.lifecarehll.com/irj/portal</a>
7	EMD Amount	Rs.25,000/- (Rs.Twenty Five s Thousands Only)
8	Address for Submission of EMD & Contact Person	<b>Mr. Ravi Shekhar, Dy.VP-IT</b> <b>HLL INFRA TECH SERVICES LIMITED</b> <b>B-14A,Sec-62, Noida-201307 (UP)</b> <b>0120-4071513</b> <b>&lt;ravishekhar@hllhites.com&gt;</b>

**The EMD (Earnest Money Deposit)** is to be submitted by all the participating bidders of an amount of **Rs.25,000/- (Rs. Twenty Five Thousands only)** in the form of DD from a nationalized/scheduled Bank drawn in favor of HLL INFRA TECH SERVICES LIMITED, payable at Noida/ NCR.. The EMD of unsuccessful bidder/s will be returned within 30 days from the award of contract and EMD of successful bidder will also be returned after acceptance of work order and submission of PBG (Performance Bank Guarantee) of requisite value.

## SECTION-II

### **PREFACE**

#### **INTRODUCTION:**

#### **About HLL INFRA TECH SERVICES LIMITED ( HITES):**

HLL Infra Tech Services Limited, known as 'HITES' is a 100% subsidiary of HLL Lifecare Limited( A Mini Ratna PSU) under MoHFW, GOI. HITES is specifically positioned towards absorbing the requirements of Medium to Large Public Hospitals primarily within the country as well as small forays overseas.

- Medical Infrastructure Development( Concept to Construction) on PMC As well as EPC Mode. MoHFW as notified HITES as its; Execution Agency for Central aided Projects.
- Procurement& Consultancy of All foreseeable medical equipment's & furniture's upto Patient Treatment ready. It's designated as a National Procurement Support Agency (NPSA).
- Bio Medical Engineering for Equipment Specification, Post Installation Testing, calibration labs & Medical equipment Maintenance.
- Facility Management Support for New and Existing hospitals ,taking care of Housekeeping, Security Services ,Building facility maintenance under One Umbrella.

## SECTION-III

### **DETAILED SCOPE OF WORK & REQUIRMENTS**

#### **A. INTENT AND OBJECTIVES**

1. Efficient project management, effective & transparent monitoring of various Infrastructure & Procurement on projects across India under various Gol schemes viz. PMSSY , or any upcoming schemes etc. To Increase the efficiency, reliability and pace in the processes/mechanism involved and movement of information, availability of projects etc.
2. To maintain a centralized database consisting of all information and integrate all the functional areas so that all relevant information is always available with latest & updated information online. This will also ensure accuracy, completeness and consistency of the information and projects.
3. Improvement in the quality of reports & scheme implementation.
4. Real time monitoring of various projects with captured image, video, pictures etc.
5. Creation of digital database of all projects/schemes and **MIS generation Dashboard & Graphical representation- Pie Chart, Histogram, Bar Chart etc. at various levels within the Corporate Office & Major Clients .viz. MoHFW..** as per the requirement of projects.
6. Data backup and archival/retrieval.
7. Communication mechanism between various stakeholders & feedback, Email facility etc.
8. The application must provide interface to difference users with differential rights to enter the information pertaining to them.
9. Interface with existing database from SAP , Primavera & MS Project Systems.

#### **B. SCOPE OF WORK**

System Study, Design, Development, Installation, Configuration and Commissioning of Web based application for HITES Projects in Infrastructure & Procurement Projects, including Performance tuning, Security Penetration Testing & Auditing, Backup Activities, Training and on-site comprehensive maintenance support including application admin, system admin & database admin activities like performance tuning, security patch updates, backup, archival / retrieval etc. In production environment with **05 year warranty** maintenance for Web based module.

**Project Requirement:**

A number of projects are operational at various locations across the country. There is an organizational requirement of developing a comprehensive reporting tool that can be used to monitor projects progress, track current key performance metrics and KPIs. The centralized reporting dashboard shall consolidate the performance of all the Infrastructure & Procurement company's. The dashboard needs to be developed to cater to following organization requirements:

1. Visualize data in an easy way to understand format
2. Comprehensive landing dashboard with attractive layout for management view
3. Organization division wise dashboard for project progress
4. Rolled up dashboard for entire organization in to a single dashboard
5. Drill down approach to reach at the Milestone level of project detailing

Dashboards shall be utilized to deliver user group-specific information along with the applicable security protocols for the user groups as per their respective roles in the organization.

**Multi layered Dashboard Approach**

The proposed dashboard is to be developed for which the requirement is mentioned as follows:

1. Comprehensive dashboard at organization level
2. Breakdown dashboard at Department level
3. Breakdown dashboard at Project level
4. Breakdown dashboard based on: Project
- 5.. Progress

**Other Requirements:-**

1. Design, Develop, Implement, Install, test, publish and rollout of the developed the Web based applications
2. The platform should support the following application types: Hybrid Applications/Native Applications/ Web Applications (HTML5).
3. Providing onsite support engineer/s for development, maintenance, testing of applications as per requirement of HITES.
4. Design the User Interface and User Experience to ensure that the service is user friendly.
5. Design of consistent visual elements and architecture that is scalable and expandable.
6. The solution architecture should be able to address the future scalability requirements, in terms of both application (to add new services) and infrastructure and backend (adding more users).
7. Vendor should provide Security Audit vulnerability clearance certificate from Cert-In empanelled agency before hosting a Web and Mobile Application without any extra cost to HITES.
8. The application should be hosted in SSL environment (https) without any extra cost to HITES.
9. The platform should support HTTPS communication channel to prevent data leakage and maintain information integrity and privacy.
10. The platform should support predefined security configuration to protect web applications against XSRF attacks.
11. The solution should enforce network level security, traffic to be encrypted using secured connectivity.
12. Provide a detailed requirements specifications document.
13. Provide a detailed functional design documents together with detailed functional, nonfunctional and technical specifications of the proposed solution; use case and workflow/activity diagrams considering the integration with backend systems and the integration with any other services.
14. Provide technical documentation: requirements, design, architecture, installation, configuration, etc.
15. Integrate with the backend systems (user profile and registration, authentication, application processing, push notifications, etc.).
16. Deliver and provide handover the source code and any additional software components that are developed to fulfill the project requirements.
17. Provide the list of deliverables for the System Implementation including the needed documentation.
18. The data must be fetched from predefined data in central database and all the data should be directly updated to the central database

19. The development platform and application server should be using latest open source technologies and database server should be MYSQL/PostgreSQL to facilitate its integration with HITES database( if any), or any other database as per requirement of HITES.
20. Report generation in PDF/ MS office formats or any other format as desired by HITES.
21. Helpdesk for employees & Manpower support at Head Office as per requirement of HITES.
22. The solution should be designed with redundancy in mind to ensure NIL impact by failure of one or more components / servers or software.
23. If any changes are required in the application, Service provider to initiate change request to be provide the same in form of the document to get it approval from HITES. Accordingly the support/development team will update the contents in the application with proper testing.
24. The vendor will provide support for troubleshooting and enhancements in the services till the warranty period. Enhancement would include inclusion of all new browser/mobile platform OS coming in the market within 1 month of their launch and also new market/industry related functionalities.
25. All required support & services for implementation, smooth operation and maintenance of all the components of the Web Platform to be developed will be part of the Project.
26. The vendor will have to include version upgrade and enhancements in services on account of industry dynamics as a part of the Annual Maintenance. Any development work of such type will be carried out by the technical team of vendor at no extra cost.
27. Training to be provided by the bidder to user department (HITES) on the overall workflow of the developed application and backend administration at no extra cost as per HITES requirement.
28. Continuity Measures, risk management plan for the continuity of services, application & data backup policy, business continuity plan.
29. Vendor shall provide hosting on reliable server with due security features with 30 GB space & uptime . 99.5 % .The Server requirements, Memory, Storage Disk space, backup space, platform and other any software required for the proposed application is in the scope of the vendor within the quoted cost/ charges.
30. List out the assumptions related to load & infrastructure ( such as mobile specifications, internet bandwidth etc.) so that response time is always < 30 seconds
31. Delivery should be in the form of a secure hosted application in the respective market place and will be the property of the HITES.
32. Should follow Change Management/Change Request process.
33. Must provide customer support availability 24/7/365 via phone, email, or online support portal.
34. Proposed Dashboard should support each of the following browsers i.e. Internet explorer, Chrome, Firefox & Safari and mobile devices.
35. The complete solution proposed must be SOA compliant open source standards.
36. Dashboard shall take into consideration, best practice for web security. Efficient, fast loading web interface will be a key usability criterion and drill down.
40. Development & testing environment/infrastructure (i.e. including hardware & software, etc.) to be provide and maintain by successful bidder including the period under onsite comprehensive warranty of 05 years on successful go-live.

**C. DELIVERY SCHEDULE WITH TIMELINE:** Different deliverables with their timelines as under:

SI	Activity	Description & Time & Duration
1	Design, Development , Testing , Hosting upto Go-Live	1> 01 <sup>st</sup> prototype – Within 15 days of Issue of Work Order. 2> 02 <sup>nd</sup> prototype –Within 21 days of Issue of Work Order. 3> 03 <sup>rd</sup> prototype – Within 30 days of Issue of Work Order.  Complete development , Launcing & Successful Implementation with full features within 01 month of issuance of Work Order.
2	Warranty Period & CAMC	Five Years Comprehensive Warranty in respect to the development of web application after Go-Live. During the warranty period , the vendor should be responsible to fix any update, security patches , bug fix . etc.

## SECTION-IV

### **INSTRUCTIONS TO BIDDERS**

The Bids are invited thru' on-line mode ( e-tender) thru' 02 Bid System ( Tech & Price )

The agencies/bidders are advised to study the bid document carefully. Submission of Bids shall be deemed to have been done after careful study and examination of the TED with full understanding of its implications.

#### **Submission of the Bid:**

Agency shall submit their responses online through e-tendering website <https://etender.lifecarehll.com/irj/portal>

**A. The submission and opening of Technical Bid will be through e-tendering process only.**

**B. The submission and opening of PRICE Bid will be through e-tendering process only.**

Interested Agencies/bidders can download the TED document from the HITES website i.e. [www.hllhites.com](http://www.hllhites.com) and e-tendering link at <https://etender.lifecarehll.com/irj/portal>

**(Note: To participate in the e-Bid submission, it is mandatory for the agency to have a user ID & Password. For this purpose, agency has to register them self with e-tender portal through e-tender Website given below.**

**Please also note that the agency has to obtain digital signature token ( Class 3 B) for applying for the e-Bid.**

#### **C. Steps for Registration:**

- i. Go to website <https://etender.lifecarehll.com/irj/portal>
- ii. Click the link 'Register' or 'New User/ Sign Up'
- iii. Enter the details about the E-tendering as per format.
- iv. E-tender will get confirmation with **Login ID and Password.**

**Scanned soft copy of the documents given below for the Eligibility Criteria ( Part 1 / Cover 1 / Tech.Bid)**

#### **General Documents/EMD**

1. Form-I: Letter for Submission of Bid.
2. Form 2 - General Criteria Sheet
3. EMD of Rs. 25,000/- ( Rs. Twenty Five Thousands Only) in the form of Bank Demand Draft drawn in favour of HITES payable at Noida / NCR & scanned copy to be uploaded & original to be submitted before due date & time of Submission of Tender.

#### **PRICE Bid**

4. Form-III-----Price Bid only ( No other documents except Price Bid)

PRICE bid to be uploaded in the specific format in the relevant folder of price Bid in e-tendering portal at <https://etender.lifecarehll.com/irj/portal> and after filling the form it is to be uploaded therein through digital signature.( Class 3 B)

The original EMD must be sent thru' Regd.Post / Courier/ Hand Delivery on or before the closing date ,time for submission of bid at the following address :-

**Ravi Shekhar**  
**Dy.Vice President-IT**  
**HLL INFRA TECH SERVICES LIMITED , B-14A, Sec-62, Noida-201307 (UP)**

## SECTION-V

### Eligibility Criteria:-

S. No	Minimum Qualification Criteria	Documents Required
1	The bidder should be a company incorporated under Companies Act as per Government of India. The Bidder should have been in operation in India for a period of at least for 3 years.	Certificate of incorporation/Registration certificate/ PAN Card/Service tax Registration Certificate should be provided by the bidder
2	Bidder's average annual turnover should be minimum Rs. 1.0 ( ONE) Crore for each of last three audited Financial years .	Audited balance sheet of last three audited FY to be submitted with summary as cover page on company's letterhead.
3	<p>Bidder should have successfully executed similar projects of development of web based e application in India for any Central/ State Government/ Semi Government/ Public Sector during last three PRICE years.</p> <p>(i) Single work order/Contract Value of Rs. 20 lakh or (ii) Two work orders/Contract Value each of Rs. 10 lakhs each.</p>	<p>1&gt;Copies of Work Order duly self authenticated.</p> <p>2&gt;Work/Performance report by the client.</p>
4	Bidder should be CMMI (Capability Maturity Model Integration) level 3 / or ISO- 9001 certification.	Certificate issued by the competent authority/organization.
5	The bidder should not be black listed by any Govt./Semi Govt./State Govt./PSU etc.	Undertaking regarding this should be provided by the bidder.
6	The bidder must have fully operational office/Head office/Branch office in Delhi/NCR.	Relevant document proof should be submitted by the bidder.



## Section-VI

### Project Team, Terms and Conditions

#### 1. Project team

##### **A. Design & Development:**

Development team should be representative of people with diversified experience in their specific field of expertise in Design, Development of Web Application, including experience in portal / system creation, system documentation and fully conversant with the principles and working methods of project management life cycle.

##### **B. Key Contractor Employees**

Bidder shall furnish the following information for the key employees assigned for this project

- Minimum Qualification/Certification as stipulated in qualification
- Contractor needs to take prior approval for the employee before placing him on the account.
- Bidder will ensure continuous service availability and will deploy backup personnel as and when required.

##### **C. Security and Conduct**

At all times the bidder shall comply with all security and conduct regulations in effect that HITES requires at its premises or in the protection of its data assets.

##### **D. Representations and Warranties**

All services, work, and deliverables will be performed by qualified personnel in a professional and workman like manner, in accordance with the level of industry standards. In addition the Contractor warrants that –

- a) Performance of work will not violate any law, rule or regulation and the bidder will acquire all required permits and licenses.
- b) Key Bidder personnel assigned to perform the work will be continuous throughout the term, except as agreed to by HITES or for reasons of termination of employment with Bidder

#### **2. GENERAL CONDITIONS**

1. The bidder should submit the documents through e tendering mode only as per the sought details.
2. HITES reserve right to ask to submit any document if desired so at any stage & also the right to verify/confirm all original documents & failure to produce the same within the period as and when required and notified in writing by HITES shall result in summarily rejection of the bid.
3. HITES reserves the right to accept or reject any or all requests for engagement without assigning any reason or to accept in parts and engage more than one agency at its sole discretion.
4. Acceptance of the application(s) constitutes no form of commitment on the part of HITES.
5. HITES reserve the right to accept the whole or its part of part of any responses with any short fall at its sole discretion.
6. HITES reserve the right to call for fresh tenders/PRICE bid invitation at any stage and /or time as per the present and /or envisaged HITES requirements even if the tender is in evaluation stage or in any stage.
7. HITES reserve the right to modify, expand, restrict, scrap, re-float the tender without assigning any reason .
8. The responder shall bear all costs associated with the preparation and submission of its response, and HITES will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the tender.
9. The agency concerned shall also provide Name/Contact Nos./Email IDs/Fax No. of all Key management officials.
10. Completion of assignment in time is most important element of the contract. The progress of work shall be evaluated on weekly basis vis-à-vis proposed milestone target to complete the work.
11. Consortium and joint venture in any form are not allowed. Also, bidders have to note that no sub-contracting / sub-letting are allowed

#### **Liquidated damages (LD) for delay for completion of work**

1. The timely completion of the assignment is the essence of the contract.  
**For Development of Web Based Application:** In the event of failure to submit the deliverables within the stipulated completion period, the liquidated damages are payable by the agency at 1% (one percent) per month of delay or part thereof on lump sum price quoted on pro rata basis. However, the total liability of the agency under this clause shall be restricted to 05 % of the contract value as awarded.
2. In case of continued non-satisfactory performance, HITES have the right to withdraw the work & get completed the work at the risk and cost of the agency. Further the agency may be blacklisted for a period of one year or more for participating in any of the bids invited by HITES.

## SECTION-VII

### BID SUBMISSION DETAILS

#### **1.0 Submission of Technical Bids**

- 1.1 The Agency should upload Technical Bid documents with duly signed copy of the requisite documents through digital signature.
- 1.2 The Bidders are required to submit the bid document as specified in the TED through e-tendering only after satisfying each and every condition laid down in the tender documents. Bids submitted in other forms shall be summarily rejected.
- 1.3 The documents should be scanned & uploaded as mentioned in Section-V ( Eligibility Criteria)
- 1.4 Scan copy of "**Earnest Money Deposit**" should be uploaded in portal under Technical Bid ( Part-1)
- 1.5 The documents must be uploaded in pdf format , clearly mentioning the file name in relation to the nature of document. The size of an individual file shouldn't exceed 05 MB. In case of higher size , submit multiple files in pdf format ( Below 05 MB Size)
- 1.6 Do not upload Price Bid document with Technical bid documents. Price bid has to be uploaded separately.

#### **2.0 Submission of Price Bid:**

- 2.1 All rates should be in figures and in words in INR currency.. In case of discrepancy between the words and the figures the rate indicated in words shall prevail.
- 2.2 Rates quoted should be firm and fixed. No price variation and escalation will be allowed.
- 2.3 Price Bids should be uploaded & submitted thru' e-tender portal using Digital Signature Certificate ( Class 3B)
- 2.4 Bidders has to quote their rates strictly as per the Price bid format enclosed as form-III should be submitted/uploaded through online/e-tendering mode only

#### **3.0 Other**

- 3.1 Original EMD to be submitted on or before the last date of the submission as mentioned in the TED.
- 3.2 Technical & PRICE Bid should only be submitted through e-tendering mode and duly digitally signed by the authorized person, giving full name of the firm with its current business address. The letter of authorization shall be indicated by written Power-of-Attorney/ Authorization Letter accompanying the bid.
- 3.3 HITES reserves the right to reject any or all tenders or drop part of tender without assigning any reasons whatsoever.
- 3.4 The quotation shall be valid for a period of 180 days & the awarded rates would remain firm for the entire period
- 3.5 The bidders should satisfy themselves before submission of the bid to HITES that they understand and satisfy each and every condition laid down in the bid document/ TED

#### **4.0 Opening of Bid:**

- 4.1 Tenders duly uploaded, will be opened online on the schedule date and time. The tenders will be opened and the bidders or their authorized representative may, if they so desire be present at the time of opening of tenders.
- 4.2 Bid of only those bidders will be opened who have submitted requisite EMD in original detail as above within the specified time limit.
- 4.3 If due date of receipt of tenders and/or that of opening of tender happens to be a closed holiday(s), the tenders would be opened on the next working day but the time of receipt and of opening will remain the same.
- 4.4 HITES reserves the right to postpone and/or extend the date of submission/opening of tenders or to withdraw the tender notice, without assigning any reason thereof. In such a case the bidders shall not be entitled to any form of compensation from the Company.

## 5.0 Earnest Money Deposit (EMD)

5.1 Bidders shall submit, **Earnest Money of Rs. 25,000/- (Rs. Twenty Five Thousands only)** in the form of Demand Draft drawn in favour HLL Infra Tech Services Limited payable at Noida/NCR, and shall be initially be kept valid up to validity of the offer plus 30 days or such extended period. Tenders not accompanied by the requisite amount of Earnest Money shall be rejected.

5.2 Earnest Money shall be forfeited in case of the following:

- a) On revocation of tender or increase in rates after opening of the tender but before the validity of the quotations expires.
- b) On refusal to enter into contract agreement after award of contract.
- c) Non submission of Contract Performance Guarantee.

5.3 The EMD shall be returned without interest:

- a) To the all unsuccessful bidders
- b) To successful bidder on acceptance of NOA/PO/WO & submission of Contract Performance Guarantee by successful bidder.
- c) In case bidding process is terminated by HITES for any reason.

## 6.0 Performance Bank Guarantee (PBG):

6.1 The Performance Bank Guarantee should be submitted by successful bidders in form of Demand Draft (DD)/ Bank Guarantee **after the award of work.**, issued in favor of HLL Infra Tech Services Limited payable at Noida/ NCR.

6.2 On award of assignment, 10% PBG of the contract value of the Development Work ( excluding. CAMC for 02<sup>nd</sup> to 05<sup>th</sup> years) has to be submitted valid for completion period plus 360 days or such extended period. The performance bank guarantee shall be returned to the agency without any interest upon completion of all items of work as defined in scope of work, submission of final report and acceptance of the same by HITES and in case of any failures/non-performance of the contract, PBG shall be forfeited/encashed.

## 7.0 Deviation:

The bidder must comply with the Scope of work, all terms and conditions & milestone target for execution of work as per bid document. No deviation on the lower side in this regard shall be accepted. In case of any deviation, Bids shall be summarily rejected.

**8.0** Bidders may be present in person or may send their authorized representative at the time of opening of bid as per schedule. No further intimation shall be given if there is no change in the schedule. It is expected that all bidder shall attend the opening of bids. However, bids shall be opened and decision shall be taken even in absence of representative if the bid opening is not attended.

**9.0** HITES reserves the right to reject any offer in full or in part & award the work to one or more than one bidders, without assigning any reason thereof and without incurring any liability to the affected bidders for the action of HITES.

## CONTRACT

### 1. Termination of Contract:

- 1.1. The contract shall remain in force as per the award of work or till satisfactory completion of awarded work, whichever is earlier.
- 1.2. However, in case, in the opinion of HITES if the agency is not likely to make up for the delay, indicating poor work, the agency is acting in anyway prejudicial to the completion of project, on adoption of unethical practices etc. the contract may be terminated partly or fully by giving 30 days' notice and the balance works shall be got executed at the risk & cost of the agency.
- 1.3. In case of default in services or denial of services, HITES, at its sole discretion, will be free to avail services of other service providers at the "Risk & Cost" of the defaulter.

### 2.0 Terms of Payment:

The payment to the Bidder for the performance of the works under the contract will be made by HITES as per the guidelines and conditions specified herein. The final payment will be made on completion of all the works and on fulfillment by the agency obligations under the contract subject to acceptance by HITES.

The payment will be made to successful Bidder after the award of work, in the following manner:-

- a) No advance payment shall be made.
- b) All Payments shall be made in Indian Rupees only as per the following schedule
  - (1) For Design & Development:**
    - (i. 50% payment:** After successful Complete Development & Go Live of Web application subject to acceptance of HITES.
    - (ii. 50% payment:** After successful completion of 02 months of operation of Web applications after complete Go Live subject to acceptance of HITES.
    - (iii.** The payment of CAMC support for 02<sup>nd</sup> to 05<sup>th</sup> Year would be payable on completion of the completed year of CAMC & Warranty separately on satisfactory services & submission of Invoice.

### 3.0 Tax Deduction at Source:

Any other taxes etc. as may be applicable from time to time during the currency of contract shall be deducted at source from the running bill(s).

### 4.0 Force Majeure

The HITES and Agency shall ensure due compliance with the terms of this tender/Work order. However no party shall be liable for any claim for any loss or damage whatsoever arising out of failure to carry out the terms of the tender/Work order to the extent that such a failure is due to force Majeure events which include fire, riot, strike, lock out, forces of nature, accident, and act of God.

But any party claiming the benefit of this clause shall satisfy the other party of the existence of such an event and give written notice within 72 hrs. of occurrence to the other party to this effect. The services covered under this tender/Work order shall be started as soon as the condition of force majeure ceases to exist against the particular party to this tender/Work order.

## **General Conditions**

### **1.0 Disputes Resolution & Arbitration**

- 1.1 Disputes under the agreement shall be settled by mutual discussion.
- 1.2 However, in the event amicable resolution or settlement is not reached between the parties, the differences of disputes shall be referred to and settled by the Sole Arbitrator to be appointed by CEO-HITES.
- 1.3 The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time.
- 1.4 The venue of the arbitration shall be Noida, UP, India.

### **2.0 Jurisdiction of Courts etc.**

The Courts/any other Tribunal or Forum in Noida alone shall have exclusive jurisdiction with regard to any matter/dispute relating to or arising out of this contract.

### **3.0 Sub-contracting**

Agencies to which work is awarded are not allowed to Sub-contract the work to any other parties either in part or full.

### **4.0 Others :-**

It will be imperative on each bidder to fully acquaint itself of all factors/activities which would have effect on the performance of the work and its cost.

**Letter for Submission of Bid**

To,  
Dy. Vice President (IT)  
HITES,  
B-14 A, Sec-62 ,  
Noida -201307

Dated:- \_\_\_\_\_

Sub.: **Submission of Bid**

Sir,

1. With reference to your Tender No. \_\_\_\_\_ dated \_\_\_\_\_ for Development of Web Based Application for Projects In Infrastructure & Procurement Divisions , I wish to submit my bid for the said work.

Further, I hereby certify that-

2. I have read the provisions of the all clauses and confirm that notwithstanding anything stated elsewhere to the contrary, the stipulation of all clauses of Tender are acceptable to me and I have not taken any deviation to any clause.
3. I further confirm that any deviation to any clause of Tender found anywhere in my Bid, shall stand unconditionally withdrawn, without any cost implication whatsoever to the HITES.
4. Our bid shall remain valid for period of 180 days from the last date of bid submission.

**Date:**

**Place:**

**Signature:**

**Full Name:**

**Designation:**

**Address:**

Note: In absence of above declaration/certification, the Bid is liable to be rejected and shall not be taken into account for evaluation.

**Form-II**
**Development of Web Based Application for Project Management**
**GENERAL CRITERIA DETAILS**

<b>Name of the Firm</b>	
<b>Registered Address</b>	
<b>Contact Person's Name, Designation, Phone No,e-mail Id</b>	
<b>Type of Firm:- Private Ltd./ Public Ltd./ Cooperative/Partnership/Proprietor</b>	
<b>PAN Number</b>	
<b>GST Registration No.</b>	
<b>EMD Details</b>	<b>DD No-</b>  <b>Name of Bank &amp; Issuing Branch :-</b>

**Signature.....**
**Full Name.....**
**Designation.....**

**Form-III**

**PRICE Bid**

Name of the Bidder: \_\_\_\_\_

Sl	Item Description	Rate ( in Rs)-A	GST ( %)	GST –Value ( Rs)-B	Total Value ( Rs) (A+B)
1	Design, Development , Testing , Installation , Commissioning , Training & Go-Live for Project Management Dash Board ( incl. 01 <sup>st</sup> yr CAMC & Warranty) with Hosting on Secured Server with 30 GB Space.				
2.	CAMC ( Incl. Warranty , Hosting with 30 GB Space) – 02 <sup>nd</sup> Year				
3	CAMC ( Incl. Warranty, Hosting with 30 GB Space) – 03 <sup>rd</sup> Year				
4.	CAMC ( Incl. Warranty ,Hosting with 30 GB Space) – 04 <sup>th</sup> Year				
5.	CAMC ( Incl. Warranty, Hosting with 30 GB Space) – 05 <sup>th</sup> Year				
<b>Grand Total ( Rs)</b>					

**Total In words)- Rs.** \_\_\_\_\_

Note:

- The prices shall remain FIRM till entire contract period /completion of the Assignment.
- In case of discrepancy between the value indicated by the bidder "In Figures" & "In Words", the value indicated at "In Words" shall prevail.
- The prices to be quoted would be for unit rate & the applicable GST separately , to arrive at the Total Value ( Rs)
- Price quoted by bidders with any deviation or any conditionality, the offer will be treated as incomplete and will be rejected.

**Authorized Signatory: .....**

**Date :-**

**Address: .....**