Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण

Bid End Date/Time/बिड बंद होने की तारीख/समय	20-08-2024 20:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	20-08-2024 20:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Textiles
Department Name/विभाग का नाम	Textiles
Organisation Name/संगठन का नाम	Office Of The Textile Commissioner
Office Name/कार्यालय का नाम	Kolkata
Item Category/मद केटेगरी	Custom Bid for Services - Identification of Service Provider SP for Development Implementation and Support for Jute Smart 2
Contract Period/अनुबंध अवधि	5 Year(s) 7 Month(s) 1 Day(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	500 Lakh (s)
Years of Past Experience Required for same/similar service/ऊन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid

Bid Details/बिड विवरण	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	2200000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	69

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र है। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :
The Senior Account Officer
Ministry of Textiles & Commerce, Govt. of India, 1, Council House Street, Kolkata - 700001
(Regional Pay And Accounts Officer)

Splitting/विभाजन

Bid splitting not applied./बोली विभाजन लागू नहीं किया गया

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

3. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

GEM Availability Report (GAR):1721395393.pdf

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:1721395459.pdf

Introduction about the project /services being proposed for procurement using custom bid functionality:1721397483.pdf

Instruction To Bidder:1721397486.pdf

Pre Qualification Criteria (PQC) etc if any required:1721397490.pdf

Scope of Work:1721397495.pdf

Payment Terms:1721397499.pdf

Penalties:1721397504.pdf

Quantifiable Specification / Standards of The Service/ BOQ:1721397508.pdf

Project Experience and Qualifying Criteria Requirement:1721397512.pdf

Educational Qualification including Profile of SME/Consultants /Professional Resources /Technical Resources if they are part of Project .:1721397516.pdf

Any other Documents As per Specific Requirement of Buyer -1:1721397524.pdf

Any other Documents As per Specific Requirement of Buyer -2:1721397534.pdf

This Bid is based on Quality & Cost Based Selelction (QCBS) . The technical qualification parameters are :-

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document

As per QCBS Document Provided	100	60	<u>View File</u>

Total Minimum Qualifying Marks for Technical Score: 60

QCBS Weightage(Technical:Financial):70:30

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
31-07-2024 15:00:00	Office of The Jute Commissioner 8th floor, Patsan Bhawan, CF Block, New Town, Action Area I New Town, West Bengal - 700 156, India

Custom Bid For Services - Identification Of Service Provider SP For Development Implementation And Support For Jute Smart 2 (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Identification of Service Provider SP for Development Implementation and Support for Jute Smart 2
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Soumen Sarkar	700156,Ministry of Textiles, Office of the Jute Commissioner, Patsan Bhawan, CF Block, 7th and 8th Floor, Action Area 1, Newtown, Kolkata - 700156	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. **Generic**

   OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. **Past Project Experience**

   Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

3. **Buyer Added Bid Specific Scope Of Work(SOW)**

   File Attachment Click here to view the file.

4. **Buyer Added Bid Specific SLA**

   File Attachment Click here to view the file.

5. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without

specifying equivalent Indian Certification / standards.

10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the General Terms and Conditions/सामान्य नियम और शर्तें, conditons stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

OFFICE OF THE JUTE COMMISSIONER
MINISTRY OF TEXTILES, GOVT. OF INDIA

Jute Commissioner

Request for Proposal

For

Identification of Service Provider (SP) for

Development, Implementation and Support for Jute Smart 2.0

DISCLAIMER

The information contained in this Request for Proposal (RFP) document or subsequent clarifications to the applicants are in good interest and faith.

This RFP document is not an agreement and is not an offer or invitation by Jute Commissioner (JC) or its representatives to any other party and it does not create any legal right in favour of any applicant/s. The purpose of this RFP document is to provide interested parties required information to assist the formulation of their application and detailed Proposal. This RFP document does not purport to contain all such information each Applicant may require. This RFP document may not be appropriate for all persons, and it is not possible for the JC, or their representatives to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Certain applicants may have a better knowledge of the proposed Project than others. Each applicant should conduct its own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this RFP document and obtain independent advice from appropriate sources. JC, its representatives and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document. JC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized officers/representatives/advisors of the Jute Commissioner with the vendor.

Abbreviation used in this document

Abbreviation	Meaning
JC	Jute Commissioner
SPA	State Procurement Agency
BIS	Bureau of Indian Standards
JPM Act	Jute Packaging Material Act
DGS&D	Directorate General of Supplies and Disposal
PCSO	Production Control cum Supply Order
CONCOR	Container Corporation of India
MFA	Multi-factor Authentication
NICSI	National Informatics Centre Services Inc.
JCI	The Jute Corporation of India Limited
UTR	Unique Transaction Reference
CRC	Consignee Report Certificate
SP	Service Provider
QR code	Quick Response Code
BPR	Business Process Re-engineering
OTP	One Time Password
PFMS	Public Financial Management System
TDS	Tax Deducted at Source
API	Application Programming Interface
O & M	Operations and Management
FRS	Functional Requirement Specification
UAT	User Acceptance Testing
EMD	Earnest Money Deposit
MSP	Minimum Support Price
RFP	Request For Proposal
CPSU	Central Public Sector Undertaking
PNB	Punjab National Bank
HDFC	Housing Development Finance Corporation Limited
IP	Internet Protocol
GIGW	Guidelines for Indian Government Websites
SLAs	Service Legal Agreement
SOAP	Simple Object Access Protocol
REST	Representational State Transfer
MeITY	Ministry of Electronics and Information Technology
CMMI	Capability Maturity Model Integration

Checklist of documents to be submitted along with the Bid:

For Technical Bid

1. Copy of Certificate of Incorporation issued by Registrar of Companies, Ministry of Corporate Affairs, Government of India
2. Certification from the Company Secretary or authorized signatory regarding operations for the last 5 years.
3. EMD in form specified as per GeM portal.
4. Valid Power of Attorney in original.
5. Copy of Certifications: CMMI, ISO/IEC 27001: 2013, ISO/ IEC 20000 and ISO 9001: 2015 (or above, as applicable)
6. Certified copy of the financial statements including audited Balance Sheet and Profit & Loss Account for FY 2020-21, FY 2021-22, FY 2022-23
7. Certificate issued by the Statutory Auditor appointed by the Company for Turnover from Software Development and Software Services for FY 2020-21, FY 2021-22, FY 2022-23
8. Self-declaration duly signed (with company seal) by the CA/ CS/ Authorized Signatory of the bidder regarding the number of software developers on payroll during FY 2021-22, FY 2022-23, FY 2023-24
9. Certificate issued by the Company Secretary or a Chartered Accountant mentioning net worth for FY 2020-21, FY 2021-22, FY 2022-23
10. Client Certificate/ Completion Certificate/ copy of eligible work orders along with self-certification from Authorized Signatory/ Company Secretary regarding completion of work.
11. Affidavit by authorized signatory of the bidder as per point 11 of para 6.3.
12. CV of Key Resource 01, 02 and 03 as per Technical Bid
13. Declaration as per Annexure 8.1 to 8.5

For Financial Bid

1. Financial Proforma as per Para 7.1.1, 7.1.2, 7.1.3 to be submitted separately with Financial Bid.

Table of Contents

1 Introduction

1.1   Introduction

The Office of Jute Commissioner looks after orderly development and promotion of the jute industry in India. It has been discharging both regulatory and developmental functions. This is not only including jute mills but covers right from raw jute marketing up to the finishing stage of jute goods production. The Jute Commissioner exercises regulatory powers under Jute & Jute Textiles Control Order, 2016 issued under Essential Commodities Act.

Administering of mandatory packaging under JPM Act, declaration of MSP of raw jute, declaration of monthly price of B-Twill sacking is also among the functions of O/o. Jute Commissioner

The primary functions of the office are:

1. To advise the government on all matters pertaining to raw jute, jute industry, modernization, and diversification programme.

2. To help the Bureau of Indian Standards (BIS) to develop appropriate quality standards for different items of jute goods.

3. As per the decision of the Cabinet Committee on Economic Affairs (CCEA), the operation of purchase and supply of B-Twill sacking by the State Procurement Agencies (SPAs) has been shifted from the Directorate General of Supplies & Disposal (DGS&D) to the Office of Jute Commissioner, Kolkata with effect from 1st November 2016. The Office of the Jute Commissioner has developed an end-to-end web-based platform for procurement, inspection and dispatch of jute bags which is transparent, rule based, simple to use and real time from November 2016 onwards. This is to enforce the compulsory jute packaging order promulgated under Jute Packaging Materials (Compulsory use in Packing Commodities) Act, 1987 in different end-user sectors covered by the Act.

4. To undertake short term and long-term over-view of jute scenario for formulating vision documents and for devising appropriate policy framework.

5. To initiate necessary policy measures relating to development of the Jute sector, focus from time to time the industry and to suggest corrective steps, whenever called for. In particular statistical analysis is done to tackle diverse problems connected with production, export promotion, finance, stabilization of supply and prices, inter mill analysis of financial results and costs of production mill-wise in-depth assessment of factors leading to sickness of mills, regulation of mills purchases and stock holding of raw jute for bringing about price stability in the market, etc.

6. Obtaining and maintaining records of regular monthly returns by the registered jute importers to fulfil stipulations of the Jute and Jute Textiles Control Order, 2016 and for meeting the reserved sector requirement for packing food grains and sugar in jute packaging material manufactured in India from raw jute produced in India.

1.2   Headquarters

The Headquarters of Office of Jute Commissioner is in Kolkata.

1.3   Functions of Jute Commissioner

This section describes a broad set of functions Jute Commissioner is responsible in context of this RFP.

1.3.1 List of important Stakeholders

Listed below are some of key Stakeholders which are part of the process of procurement of B-Twill Jute Bags and in support of regulatory function of Jute Commissioner:

1. Jute Commissioner (JC): Jute Commissioner is responsible for issuing Production Control cum Supply Orders (PCSOs) to jute mills; issuing price notifications every month; receipt of various returns from different stakeholders like jute mills, raw jute traders, importers etc; allocating the inspection responsibilities to different agencies; grievance and quality complaint resolution and payment on behalf of the State Procurement Agencies.

7. State Procurement Agency (SPA): The primary agency on whose behalf Jute Commissioner issues the PCSOs to the mills for supply of jute goods. SPA places an intent to JC against which orders are placed to different jute mills on basis of a policy. Consignees are the sub agencies of the SPAs.

8. Jute Mills: They are third party manufacturing companies with whom JC places order based on requirement to manufacture and deliver finished goods to requisite consignees (of SPAs). Jute Mills must also submit some returns to Jute Commissioner periodically.

9. Raw Jute Traders: They are the traders in the supply chain of raw jute trading. In the end raw material is supplied to the mills. Traders at all levels are required to regularly report data on the portal of Jute Commissioner.

10. Jute Importers: The importer entities who imports raw jute and finished goods from outside country and required to regularly report data to JC.

11. Farmers: The ground level farmers who grow Jute.

12. Small scale industries making jute products: These are small scale industries manufacturing jute yarn and twine products, handicrafts etc.

13. Jute Corporation of India: Government of India Enterprise responsible for conducting the MSP operations.

14. Transporters of sacking bales: Government agency like the Indian Railways & Container Corporation of India Ltd. (CONCOR), a CPSU as well as private transporters are involved in the transportation of the sacking bag bales from the jute mills to the designated destinations in the various states of the country.

15. Banks: One Nationalised (PNB) and two Private Sector Banks (HDFC & Yes Bank) are currently the banking partners to the sacking bags supply chain management. These banks may be increased depending on requirements of the SPAs.

16. Inspection Agencies: The 3rd party inspection agencies have been empanelled by the Office of Jute Commissioner through a process of Tender for pre-dispatch inspection of the gunny bags/bales.

1.3.2 Key Processes and Role of Jute Commissioner

Some of key processes and role of Jute Commissioner in the context of scope of this RFP are described in below sections.

1.3.2.1 Regulation and Monitoring of Raw Jute Trade

The process initiates with the procurement of raw jute, a pivotal raw material for jute goods production. This stage involves identifying potential suppliers, which encompass farmers, cooperatives, and private traders. The objective is to maintain and monitor the raw jute supply across the value chain by monitoring the raw jute trade. Jute Commissioner being a regulator obtains various returns from the traders, suppliers, and importers of raw jute. It is envisaged to monitor the raw jute situation at various levels across the supply chain. Some returns pertaining to raw jute are provided by the jute mills and other jute goods manufacturing units.

1.3.2.2 Receiving Indents from State Procurement Agencies (SPA)

SPAs in their capacity as consumers of the jute bags, issue Indents for required quantities to o/o Jute Commissioner. These Indents encapsulate the type and quantity of jute bag required, along with other specific delivery prerequisites (e.g. the consignees, mode of transport etc). These indent along with receipt of requisite payment in advance set the wheels in motion for placing supply order to jute mills by Jute Commissioner and subsequent stages e.g. manufacturing, shipment, payment exception handling etc.

1.3.2.3 Manufacturing

Manufacturing of the Jute Product is done by Jute Mills. Based on defined rules, Jute Commissioner allocates SPA's indents quantities across Jute Mills in form of Production Control cum Supply Order (PCSO). The specifications provided in the PCSO serve as blueprints for the production process. This phase encompasses various operations ultimately resulting in the manufacturing of the requested jute products. The Jute Commissioner has empanelled inspection agencies which conduct the pre-dispatch inspection of jute products and certify whether they comply with the requisite standards.

1.3.2.4 Dispatch to SPAs

Upon successful manufacturing of Jute Product, it is inspected by JC empanelled inspection agency. After issuance of Inspection Certificate, Jute Mills dispatch the products to pre-defined consignee location (requested by SPA) through railways or CONCOR (Container Corporation of India) or By Road. Basis the delivery and requisite proof submitted by Jute Mills; Jute Commissioner Office releases a pre-defined percentage of the payment to Jute Mills.

1.3.2.5 Receipt by State Procurement Agencies

Consignees, on the receipt of the goods confirm the receipt of stores to JC. Within a specified period, it may raise quality complaints, basis which JCmay undertake different steps e.g. joint inspection at state agency site, directions to Jute Mill to replace the goods at their cost, recovery from Jute Mills etc.

1.3.2.6 Returns from Jute Mills or other manufacturing units, Raw Jute Traders and Importers

Jute Commissioner in its regulatory capacity needs to obtain data from various Jute Mills, Jute Traders, other small-scale units, and Importers. Such data are shared by each entity for compliance/steering/reporting. The raw jute trade is proposed to be monitored through the portal to establish the amount of raw jute available at various levels in the supply chain.

1.3.2.7 Registration of Importers

The importers are required to register with o/o Jute Commissioner. The registration and its renewal are proposed to be done in a paperless manner through the portal. In addition, the imports are proposed to be monitored through the portal.

1.3.2.8 Registration of Jute yarn, twine and other manufacturing units and submission of returns by them to be done in a paperless manner.

2 Objective

Jute Commissioner (JC) is currently using a centralized web-based application to fulfil the needs of various processes and obtaining returns, called as *Jute Smart*. The objective of this RFP is to empanel a service provider for development and maintenance of Jute Smart 2.0. Some of the key objectives to be met by Jute Smart 2.0 are to upgrade technology infrastructure, upgrade functional processes (new features and functionalities), business process re-engineering, upgraded deployment architecture, upgraded security features for access as well as transaction approvals, audit trails and improved reporting and data analytics features. The key areas, but not limited to be undertaken in the RFP are as follows:

1. Technology up gradation of JC's technology infrastructure with the new age technology platforms to build the envisaged enterprise application.

17. Process understanding and re-engineering to enhance old processes as well as incorporate new processes, which shall be part of Jute Smart 2.0 to offer end-to-end system driven flows. The objective is to make the whole process paperless while conforming to the regulations of Information Technology Act and maintaining requisite information security and controls.

18. Jute Smart 2.0 to offer new features for authentication, authorization as well as audit trail for critical transaction processes. Some of the supported approaches are multi-factor authentication (MFA e.g. Authenticator App), IP whitelisting, e-Sign, Digital Signature etc.

19. Introduction of mobile as channel for agencies those are on field for digitally capturing data from field e.g. inspecting agencies for Jute Mill inspector, Raw Jute Traders, Importers etc.

20. Hosting of entire Jute Smart infrastructure on JC chosen cloud infrastructure (e.g. NICSI)

21. Integration of Jute Smart 2.0 to third party application for different kind of data exchange e.g. integration with SPA Agency, Railway System, Container Corporation of India (CONCOR), Banks, JCI etc.

22. Managing transaction's lifecycle events, e-mail and SMS communication to different user groups.

23. Redesign of the Jute Commissioner Office website in English and Hindi and maintenance of website. The website is to be designed in conformity with GIGW standards.

3 Statement of Work

Statement of Work (SoW) describes the overall scope of the work that needs to be successfully executed and delivered by the selected Service Provider for the project.

3.1   Solution Guidelines

For the formulation of the solution, it is imperative that the vendor adheres diligently to the essential guidelines expounded in this section. While the solution's alignment with the functional, technical, and other encompassing aspects as delineated in subsequent sections is paramount, it is required that the Jute Smart 2.0must meet following minimum criteria:

1. **Adherence to Current Process:** The solution's design should meticulously align with the existing operational process. Any deviations should be meticulously assessed, re-engineered with the approval of the JC Office wherever necessary to ensure seamless continuity and user familiarity.

2. **Business Process Re-engineering:** SP to ensure that a detailed business process understanding to be conducted, re-engineered wherever necessary with respect to Jute Smart 2.0 to ensure that integrated system drivenJC's process flows are implemented.

3. **Utilization of Latest Technologies:** The proposed solution approach must be based on open-source new age technology platform for building enterprise applications.

4. **Micro-Architecture Development:** Jute Smart 2.0 must be built using micro-architecture technology development, support containerization.

5. **Configurable Frameworks:** Jute Smart 2.0 follows framework-based approach with a configurable system to determine the different processes, e.g. User Management Framework (framework to manage user, roles, authorization, supported authentication etc.), Approval Framework to support various approval requirements, Pricing Framework to support the pricing logic, Order Distribution Framework to control the distribution of PCSOs across Jute Mills, Payment framework to define the conditions relating to payment etc.

6. **Seamless Integration:** An essential feature is the system's ability to seamlessly integrate with the systems of banks, State Procurement Agencies, Logistics partners, JCI, SMS Gateway etc. Must follow REST based integration approach wherever such possible channel is available with the integrating application. Depending on the requirement, data exchange through APTs with other agencies may be defined by O/o JC during the development of the solution.

7. **Security:** Jute Smart 2.0 to offer different kind of authentication and authorization features which allows user to authenticate as well as authorize(access within application and transaction) e.g. MFA, e-Sign and/or Digital Signature for authorizing a transaction etc.

8. **Software:** Solution must be based on open-source technology platform and complete source code will be handed over to JC, and JC will be the owner of the source code.

3.2   Users Groups

The upgraded systems will primarily support even key user groups who will use this system. Following is the list of user groups:

1. **State Procurement Agencies:** At present **t**here are 18 State Procurement Agencies, and the number of such state-level agencies may vary from time to time. They are the primary entities who generate demand for jute bags in form of indent to JC. There are different kinds of users within SPA which are required to have different authorization for different kind of roles e.g. creation of indent, approvals, generate online complaints on various pre-specified issues etc.

2. **Consignee:** They are a district/block level entity of SPAs, to which the Jute Mills are required to ship the consignment. The number of consignee- end users for a particular state agency varies depending upon size of the state and number of delivery points. The consignee shall confirm the receipt of the jute goods within a specified time. They may also raise complaints for various defined issues related to quality of goods, short receipt, damaged goods, bale/ bag mix-ups, recovery of demurrage charges etc. to Jute Commissioner.

24. **Central Management User Group:** Some of the key user groups at Central Level are:

    a. *Jute Commissioners' Office: JC employees and/or JC authorized personnel responsible for overall management and steering of complete Indent to Delivery, Inspection, Price Declaration, User Authorization, Payment, Policies definitions. JC Office is also responsible to issue various registrations e.g. importer registration, raw jute trader registration, registration of jute mills and other manufacturing units, registration of SPAs etc. In addition, the office is required to monitor various returns by the stakeholders.*

    b. *Ministry (Textiles and Department of Food and Public Distribution): The user from ministry to review the reports published by Jute Smart 2.0.*

25. **Jute Mills:** The mills responsible for manufacturing of Jute Products based on supply orders received from JC. There are at present approximately 80 Jute Mills (approximately 300 users with different roles). In addition, Jute Mills are responsible for shipments, submission of invoice and its supporting documents, monthly and/or periodic data reports required by JC etc. Number of jute mills and users is subject to change.

26. **Inspection Agencies:** The empanelled inspection agencies are responsible for carrying out pre-dispatch inspection of the sacking bales at the mill end. At present there are three number of empanelled agencies each having 50-70 number of users (inspecting personnel), who would be using the application for deputing of inspectors, generating of random numbers for sampling during inspections, issuance of Inspection reports, and submission of monthly bills. The number of agencies and inspectors may change in the future.

27. **Raw Jute traders:** The traders are the Raw Jute traders responsible for supply of raw jute to mills. There are approximately 6000+ registered Jute Traders and are required to share periodic data reports to JC. It is also

proposed that the raw jute trade is monitored real-time through development of appropriate process flow on the portal.

28. **Jute Goods Importer (Raw/Finished):** The importers are registered with JC and are importing Raw Jute and/or Finished Jute Products from outside India. The importers are periodically required to share data with JC e.g. details of items imported, details of further supply of these items to other entities in the ecosystem etc.

29. **Other units that may be identified in regulatory capacity to submit periodic returns:** These may include the jute yarn and twine units, other handicraft units or any other units identified in its regulatory capacity, which may be required to submit periodic returns.

3.3 Functional Requirements

The functional requirements are defined as the features and/or functions the user requires to complete the task. It is responsibility of SP in consultation with the user department to plan and design solution such that it meets all the listed functional requirements. Table below list the different functionalities/features required to be delivered by empanelled service provider.

1. Feature to create, update, read and delete Indent by State Procurement Agencies (SPA).

2. Indent must have facility to add multiple line items for different consignees in a single Indent. All details of data inputs will be validated based on JC defined rule guidelines.

3. System to have feature to create super admin for SPA who will be responsible for managing its users as well as their authorization. The super admin authorization will be limited by JC defined rules.

4. SPA's super admin will register its consignees along with requisite data required by JC's defined guidelines. The final access of SPA user will be activated only after it is approved by JC admin.

5. Consignee to view/update its indent data (if applicable), limited to his/her authorization.

6. Any operation performed by SPA on indent (e.g. new indent creation, update, change etc.) will be controlled by following key attributes:

   a. *The user's authorization definitions of SPA.*

   b. *The current stage of an Indent. Different kind of operations are possible e.g. an authorization may allow the operation, an authorization may not allow operation, or an authorization may allow operation but only after it is approved by JC e.g. an order created but not submitted can be deleted, if an order is submitted it cannot be deleted.*

   c. *An Indent to have different SLAs to be followed by different user. Based on the SLA, different automation will be required based on JC guidelines.*

30. A pricing framework which will have configurable interface (without code change) to define price and rate estimation for SPA, respectively. The estimation will be based on attributes and rules defined by JC. Some of the key attributes are:

a. *Monthly based price and rate for jute bags.*

b. *Different attributes of Indent e.g. Volume (No. of bales), Consignees, Period of Delivery, Mode of dispatch etc.*

c. *At payment stage, Penalty rules, if any applicable for Jute Mills*

d. *Rules for incidental charges, inspection charges etc.*

e. *Tax calculations, etc.*

31. Feature to auto calculate the estimate for SPA based on the pricing framework. Basis the estimate generated for an indent, SPA will be depositing money into the bank and such details of bank transaction will be captured in system e.g. UTR, Deposit Date, Amount etc.

32. Reconciliation of Bank report with the bank deposits made by SPA. Feature to upload the bank generated files and auto reconciliation of the transaction confirmed by the bank for SPA.

33. Another mode of payment i.e. directly through the SPA's Credit Account is under testing. Feature to incorporate this testing and if successful, integrating it into the proposed solution.

34. Feature to view list of all the indents based on different authorization e.g. a SPA can see its Indents, JC can see all indents, and consignee can see indents applicable for its consignment.

35. Generation of reports relating to bank balances, interest deposit, status of payments vis-a-vis indents and available balances etc. Processing of TDS deducted under Income Tax and GST laws.

36. Feature to have facility to Change Indent by SPA and/or JC. An indent changed in a scenario where SPA is seeking to change submitted demand placed with JC may be quantities, change in consignees, mode of dispatch, delivery period etc. Any change in indent will be accepted after JC approval. System to have feature for SPA to request such change with respect to the indent. Once approved the change will be processed by the system. This is to ensure that all the changes to an indent is tracked and can be used for analytics.

37. An indent or request change is treated confirmed only after approval of JC. Such approval can be auto (based on JC defined rules) or manually by authorized personnel of JC.

38. Upon SPA submission of indent to JC, System to auto calculate the PCSO quantities based on the rules defined by JC and create recommended PCSO for the Jute Mills. Such rules will be based on combination of different parameters e.g. location of Jute Mills, location of Consignees/SPA, Capacity, Penalties, restriction due to under performance (e.g. zero order between date A to date B or any other restriction), percentage based on some defined policy etc.

39. Feature to view the order allocation detail by JC to different Jute Mill based on authorization, and to change the allocation, if required. Feature to issue the PCSO using digital/e-sign through the system.

40. The concerned officer of JC will review and submit the PCSO, basis which the Jute Mills may view the allocated order and will manufacture the products. A

supply order will have different SLA applicable for the Jute Mills e.g. Bag Specification, Colour Code (Red/Blue/Black etc.), Marketing Season (Rabi/Kharif), Year of Mfg., name of the inspection agency, inspection due date of the finished goods, delivery date, mode of dispatch, applicable LD, price entitlements etc.

41. Feature to have intra mill supply order transfer, initiated by JC to handle exceptional request from SPA e.g. priority of delivery. Such modification to be handled through the system based on JC defined workflows.

42. Jute Mills to have features to request the inspection after the completion of manufacturing and before the shipments.

43. System to allow allocation of inspection agency. The allocation to inspection agency shall be based on rules defined in contract of Jute Commissioner. Inspection will be handled through visits (managed within system). Inspection Agencies will have feature to view the allocated inspections for the month for better planning of resources.

44. Inspector will have feature to view the assigned visits for an inspection, start the inspection visit, draw samples based on random numbers generated through the system, collect different data requirements defined by JC through system (e.g. images, videos, data capture, signature, geo location, date, time etc.).

45. Based on JC defined guidelines system to prepare inspection report. An inspection report is derived based on the data capture by inspector and JC's pre-defined quality standards. System must have feature to store such standards as well as derive the final inspection report for the final review and approval by Inspection Agency.

46. After the successful shipment of goods by Jute Mills, they are entitled for 90% of the payments as per the PCSO conditions. System to have features to allow Jute Mills to generate invoice and submit their payment request along with the required proofs e.g. Invoice, Taxes, dispatch proof, Branding Charges etc.The payment request to have feature to capture all the respective data against each of payment head along with its proofs. Balance 10% of the payments is made after successful receipts of goods by consignees or on completion of a specified period. The payment terms may be incorporated in such a manner that they may be changed later based on policy decisions taken by Government. The system should have processes incorporated for deduction and deposit of TDS under various rules.

47. System to support three level of approval process by JC to approve Jute Mills payment requests. The payment requests submitted by the Jute Mills are reviewed by authorized user based on the hierarchy at three levels. At each level user to review the payment request, submitted document and approves/ rejects. In case of approval, the request will be submitted to higher approval. In case of rejection the request will flows back to the lower level or to the Jute Mills to share the required details based on the comments.

48. System to prepare daily payment advice based on the approved payments, applicable final payment milestone based on consignees receipt status, any applicable recoveries, LD, etc. for daily payment processing. A payment

advice will be approved by one if all the approved bills are below a pre-defined limit; else two users are required to approve the payment advice.

49. The System to have features to allow Inspection Agencies to submit their payment requests along with the documents / information as may be required as per the T&C of the Work Agreement. The payment request to have features to capture all the respective data against each of the inspections carried out the agencies.

50. System to support two level of approval process by JC to approve Inspection Agencies payment requests. The payment requests submitted by the Inspection Agencies are reviewed by authorized user based on the hierarchy at two levels. At each level, user to review the payment request, submitted document and approves/rejects. In case of approval, the request will be submitted to higher approval. In case of rejection the request will flows back to the lower level or to the Inspection Agencies to share the required details based on the comments.

51. Payment advice will be integrated with multiple banks. Only the request which is approved and digitally signed / e-signed by the user will be submitted to the bank for payment processing. System should have a process to confirm the payment from the bank and process the cases of failures.

52. Feature to see the detail view of Indent along with details as well as current state of the processing e.g. Inspection, Shipped, Transit State, Received etc.

53. State Agency / Consignee to have feature for CRC (Consignee Receipt Certificate) against the order shipped by Jute Mills. Key supported features, but not limited are:

    a. *Receipt of quantities against the items requested in indent.*

    b. *Receipt to report issues related to quality, damages, mix-ups etc. with the product when receiving.*

    c. *Receipt to reporting shortage in quantities.*

54. All the critical transactions (e.g. submission of final order, change order, addition of new user, authorization change etc.) as per the JC guidelines will require approvals from JC user as well as require e-sign / digital sign the transaction.

55. Auto updating of the order at different stage of the order lifecycle, wherever system can calculate and communication of status through SMS/e-mail to applicable user.

56. State Agency and Consignee both to have feature to report quality complaints:

    a. *Able to register complaints related to new products or warranty related.*

    b. *Complaints to have linking with CRC/PCSOs,* as may be applicable.

    c. *Feature of uploading of pictures or videos, geographical location etc when registering the complaint documents.*

    d. *Pre-defined rules regarding disposal of different types of complaints to be incorporated in the system.*

57. Based on different types of registered complaints, a joint inspection visits by Jute Mills, JC officer and/or JC appointed inspection agency shall be required. The same will be handled through the application and assigned appropriately to the applicable users.

1. Based on visit's response, system to handle the appropriate replacement/recovery management. The same shall be handled by the payment processing engine to adjust the recovery at the time of preparing the advice.

58. Feature to view the progress of quality complaints e.g. status of complaint, any re-order (in case of short quantities, if accepted by state agency), recovery etc.

59. Feature to configure different workflow with respect to quality complaints as per JC defined guidelines.

2. Payment reconciliation based on the bank shared debit report for the process's payment. It must be handled by system automatically.

3. Feature to close the indent and return the funds back to SPA after completion of certain conditions.

60. Feature to generate JC certified documents (e.g. Importer registration certificates, some dispatch related documents etc.) which can be verified publicly by scanning of unique QR code. Jute Smart 2.0 must have feature to generate such QR code, print certificate document using QR code and enable verification by scanning through smart phone.

61. Feature for Jute Mills to periodically share different reports (e.g. raw jute receipt, jute goods production, worker strength, financial reports, statutory payment reports, status of mill, days worked, mill closed days etc.) with JC. Based on submitted data system to generate different reports for JC.

62. The State Procurement Agencies must be able to view/download the status of their indents, bills, their payment status, different reports as defined by o/o JC.

63. For other kinds of users which are required to periodically submit the returns as determined by o/o Jute Commissioner, the format of the returns and the kind of reports to be generated from those returns shall be defined by o/o JC. The facility to upload the reports after digital signature/e-sign and the requisite reports are to be developed by SP.

64. Dashboard and reports to view overall status and progress of different KPIs. Some of the key KPI are:

    a. SPA to have dashboard to view their Indent Status, Complaints across different KPIs e.g. number of open indents, dispatched, complaints etc.

    b. To view Indent status of each SPA across different KPI e.g., Open Indent, Delivered, Delayed, Payment Made, Reconciliation, Back Log, in transit, tracking of location, ready un-lifted stores, Complaints etc.

    c. The Dashboard must offer to view the KPIs across various parameters e.g. Month/Year, SPA, Jute Mill, Inspection Agency

    d. A dedicated dashboard for complaint management to view different types of complaints,

e. *To view complaint dashboard across for different KPI e.g. different types of complaints, open age of complaints, across different dimension e.g. Jute Mills, Consignees/SPA, Inspection Agency, Transporters etc.*

f. *Payment status dashboard along with the reconciliation report, and applicable payment reports.*

g. *Able to view and download the reports of Jute Mills, Raw Jute Trader, Jute Importers etc across different months.*

Note: the visibility of dashboard will be controlled based on the authorization of the users.

65. SP to design the application with data exchange with different agencies e.g. Banks, some of the SPAs, CONCOR, Railways, JCI etc. for various processes.

66. SP to design the raw jute trade process flow into the application. The jute goods imports are also to be incorporated into the process flow for monitoring and reporting.

67. If at any time during the development of application, any changes are brought about by the Government of India with regard to the processes as described above, the same must be incorporated in the application without any additional charges, if the effort for such changes requires up to 25% of the man-month as provided under the table at para 7.1.1 Col (d). However, if the effort for change requires more than 25% of the man-month as provided under the table at para 7.1.1 Col (d), then the additional effort over and above 25% of the man-month as provided under the table at para 7.1.1 Col (d) shall be eligible for compensation, which is to be computed at the unit rate as provided in the tender. The Service Provider shall provide the estimate of efforts required for such changes, which shall be approved by o/o Jute Commissioner. This shall be applicable till the application is made live.

68. SP to design and develop a mobile application for different kind of data captures where the users are on field. The mobile app will be primarily applicable for different kind of inspection visits, Raw Jute Traders, and Consignees and MIS/reports etc. Following are some of the key features of mobile app:

a. *Android and IOS Mobile Devices.*

b. *Use the same credentials as used for web access.*

c. *User registration process for Jute Traders and Jute Importers. The request submitted from mobile app by Jute Traders and Importer will be approved by JC through Jute Smart 2.0 web interface.*

d. *Mobile App will be the primary interface for the raw Jute Trader and will be used to capture data relating to raw jute trade for real-time monitoring by JC based on the defined guidelines. The Mobile App shall also be used by Inspection Agencies to generate inspection reports.*

e. *Multilingual Support: The app should be designed to support multiple languages, accommodating traders and importer from various regions who may have different language preferences. The initial development should support Hindi, English, Bengali and Assamese.*

f. *All the data captured on mobile app will be sync on real time basis with Jute Smart 2.0 central servers.*

69. The redevelopment of existing website shall be in consonance with GIGW guidelines, and the website shall be bilingual i.e. in English and Hindi.

3.4   Technical Requirements

3.4.1 Authentication

Following different types of authentication features must be available:

1. Upgraded solution to support MFA using login, password, and authenticator app. Feature to support access which can be configured to request MFA based on time bound e.g. if a user has authenticated using MFA from a machine, subsequent login from same machine can bypass the MFA.

2. Login with Registered mobile OTP based authentication.

3. Feature to enable IP Whitelisting and/or Mac Mapping for specific type of user/ authorization.

4. Digital Signature/e-sign to authorize documentation. JC to have featured to define the authorization of different kind of transaction based on e-sign/digital signature. Some of the key transactions are:

   a. Submission of indent

   b. Issuance of PCSOs to the mills. Any modifications in PCSOs.

   c. Inspection report

   d. Submission of bills/invoices by the mills/inspection agencies online along with the documents shall be digitally signed / e-signed.

   e. Payment approval.

   f. Submission of periodic reports/returns by different entities required under the notification of Jute Commissioner

   g. Determination of price by o/o JC

   h. Any other process that may be identified to be necessary to have a digital signature by o/o Jute Commissioner

3.4.2 Integration and Liaison

Upgrade technology to integrate with multiple applications as per the available integration interface. Some of the required integrations, but not limited to be:

1. Integration with railway wagon and CONCOR logistics system for tracking and sharing of the shipments.

2. Integration with SMS gateway for the communication.

3. Integration of Mail Server for the communication.

4. Integration with multiple banks for interface payment advice as well as debit and other reports from bank into the system.

5. Wherever available REST will be preferred approach. All integration from mobile app will be REST based.

6. Integration of application with SPA application wherever available.

7. Integration with JCI (if required) for raw jute related data sharing.

8. Integration with PFMS (if required after BPR).

3.4.3 Deployment and Infrastructure Setup

This section describes the scope of service provider for the deployed and infrastructure setup. Department shall request NICSI to provide necessary VM and/or Cluster services. Based on Services available at NICSI following are the key responsibilities of service provider:

1. Service Provider to plan infrastructure requirements needed for upgraded system based on load requirements to meet the SLAs.

1. Service Provider to deploy minimum following four different instances for the upgraded system:

    a. **Development Instance:** Will have all the components and will be used for development purpose, unit testing.

    b. **Test Instance:** An architecture same as Production, will have all upgraded system components and will be used for regression testing, integration testing and performance testing.

    c. **Production Instance:** The production instance, which will be live instance used for the actual transactions.

    d. **Disaster Recovery:** A passive instance in different seismic zone having same architecture as of production. SP must maintain the DC and DB in sync as per the MeITY/NICSI recommended guidelines.

70. Sharing of the exact specification of infrastructure with o/o Jute Commissioner. The cloud infrastructure of NICSI shall be used. The specification must be in consonance with the offerings of NICSI. In case NICSI is not able to provide the requisite cloud infrastructure, MeiTY-empanelled cloud service providers' infrastructure shall be used. The SP shall provide necessary technical consultancy to develop the RFP to empanel the cloud service provider in case the NICSI cloud services are unavailable.

2. Infrastructure sizing should be carried out keeping in mind the peak load requirements of upgraded system, during which, a rapid growth in the transaction volumes occurs.

3. The deployment architecture must ensure the efficient utilization of all available physical/Cloud infrastructures by harnessing established industry-standard virtualization technologies and advanced containerization methodologies.

4. Deployment architecture should enable all components of upgraded system infrastructure in Virtualization mode, meticulously orchestrating peak resource requirements of distinct component to occur at different times to allow elastic diversion of resources from component with lower requirements to those encountering peak demands.

5. Service Provider to verify the provisioned infrastructure by the infrastructure vendor.

6. If the cluster services are not available by the infrastructure vendor, Service Provider to setup the cluster set for the scope deployment approach for upgraded system.

7. Setting up of infrastructure as per the requirements of upgraded system architecture to support the scope of the RFP.

8. The development of the application and its deployment must conform to the Cert-IN guidelines for Secure Application Design, Development, and Implementation& Operations. The deployment shall be done only after the Information Security Audit from the Cert-IN empanelled agencies. The SP shall be responsible for conducting the Security Audit each year and taking the necessary corrective actions as may be required.

3.4.4 Application Performance Management Tool

Service Provider to deliver an enterprise level system to monitor and manage all the upgraded system components such as and not limited to core components/APIs/Services/micro services, databases, solution components etc. with following functionality:

1. The solution should be able to monitor multiple clusters simultaneously for real end user monitoring along with the PODs.

2. Solution should be able to report on real time basis the API Response Time.

3. System must be able to provide user usage analysis and show how user's success rate, average time and transaction count has changed over a specific period such as current week versus previous week.

4. The Application Performance Management Tool should perform with minimal overhead 24x7.

5. The proposed tool should be able to monitor various operating system parameters such as processors, memory, files, processes, file systems, etc. where applicable, using agents on the servers to be monitored.

6. The proposed tool must provide lightweight server agents to ensure availability and performance for target server nodes and deliver scalable, real-time management of critical systems.

7. It should be possible to configure the operating system monitoring agents to monitor based on user-defined thresholds for warning/critical states and escalate events to event console of enterprise management system.

8. The proposed solution should provide quick at-a-glance reports on systems and applications, disk and file system statistics hardware/software inventories and more.

3.5   Upgraded system Software and Ownership

3.5.1 Software

The software proposed by Service Provider must comply with the following requirements:

1. All components of Software must be capable of hosting at NICSI cloud or any other cloud/on-premises chosen by JC.

2. Upgraded system proposed by Service Provider will be purpose build software solution as per the requirement shared in the RFP and must be based upon

open-source platform for enterprise application (e.g. Java/Node.Js/Larvel for backend, Angular/React/Typescript for front end or similar platform).

3. The Bidder must own complete source code of all components of upgraded system, so that any change required by JC in future is undertaken by their in-house technical team.

4. Supports integration interfacing standard like, but not limited to REST, SOAP, MQ, File Transfer, Bulk Data etc.

5. Software must be network enabled web-based system, built on enterprise application platforms with sufficient flexibility for configuration based on JC needs.

6. Software must support an active Dashboard on a real time basis.

7. Software system must support digital signatures and e-sign capability.

3.5.2 Software Ownership

All components of upgraded system delivered under the engaged must be transferred to JC at the end of contract. Described below are the ownership rights Service Provider must transfer to JC as per their proposed software.

1. All the components of upgraded system delivered as a part of this engagement by the Service Provider shall be passed on to the JC with all intellectual property rights along with the source code of the platform including customizations.

2. Code and system documentation handover will be done under supervision of JC or JC authorized agency.

3.6   Delivery Management and Key Deliverables

In addition to the delivery of the successful deployment of upgraded system, SP must manage and deliver the following as part of the engagement:

1. SP to manage the entire delivery of project starting from planning, requirement understanding, development, testing, launch and O&M.

2. Infrastructure sizing specification.

3. Deployment architecture i.e. how the entire upgraded system is deployed e.g. IP, Ports, and URL etc.

4. Service to create and furnish the following key documents:

   a. *Detail activities breakdown of complete project plan. This work plan outlines the tasks, timelines, critical milestones/toll gates, and sign-off.*

   b. *SP shall be required to prepare the requisite FRS and mock flows for each sprint cycle and discuss them with IT committee members of JC before each development cycle plan can be approved.*

   c. *List of all the use cases, and application mock flows.*

   d. *Unit, System and User testing plan and procedure.*

   e. *Detailed technical architecture document, describing the details of all the components. Their purpose, design and deployment details (e.g. Customer, IP etc.)*

    f. Detail user manual for all the stakeholders for user interface interaction.

    g. API dictionary i.e. details of all the API end points, messages points etc.

5. SP shall be responsible for quality testing of the developed features and functionalities before they are released for User Acceptance Testing (UAT)

6. SP shall prepare a robust UAT testing format and get it approved by JC before initiating the UAT.

7. SP shall share and train the users in advance conducting UAT on how to fill the UAT format along with the test cases. The feedback of the users should be incorporated in the UAT observation format and the test cases before the UAT can begin. The users shall be given at least 7 working days to complete each UAT cycle.

8. SP shall plan development and release cycles by adequately factoring time of quality testing, UAT, security testing and other compliance requirements before go- Live. UAT shall only be regarded to be completed once the UAT report has been fully vetted and signed by JC.

3.7 **Project Milestone**

Provider shall complete the project scope at the designated hosting facility, as approved by the NICSI within the following timelines. Following table list various milestone and timeline within which service provider has to deliver.

Milestone	Time (Weeks)
Milestone 01 Completion of resource mobilization as per the proposed plan, submission of detail project plan and its alignment with JC.	**<= 3 weeks** from the date of signing of contract.
Milestone 02 Technical architecture finalization and sharing of HW infrastructure requirements for the planned load to meet the performance SLAs.	**<= 5 weeks** from the date of signing of contract.
Milestone 03 Completion of functional requirement specification and sign-off from JC.	**<= 9 weeks** from the date of signing of contract.
Milestone 04 (D$_{Go\ Live}$) Go Live. Service Provider to deliver all the scoped items and commission them as per the agreement with JC.	**<= 28 weeks** from the date of signing of contract.
Milestone 05 End of warranty support	**D$_{Go\ Live}$+ 60 months.**

Note: Operation and Maintenance will start after **Milestone 04**.

3.8   **Warranty and O&M**

The selected Service Provider shall be responsible to maintain the upgraded system (software and hardware), and support users to use the software by providing support and resolution to issues faced by the user in operating the platform. Section below describes the scope of O&M.

3.8.1 Warranty Support

Service to provide the warranty for the developed software for 60 months from the actual Go-live date of the project. The key elements to be included into the warranty support are:

1. Defects: Unexpected/deviation of developed functionalities and features of business processes which is part of the original scope of RFP and approved as part of the final deliverables.

2. Application   Performance: Performance   impact   resulted   due   to customization/configuration.

3.8.2 O&M Support Structure and Strength

Bidders to provide and execute O&M (Operations and Management) of the software developed as described in statement of work and comply with the SLAs stated in RFP. The bidder must comply with the following minimum guidelines of number of roles and strength for O&M.

S. No	Role and Experience	Strength for 1st year of O&M period	Strength for year 2 to 5th Year of O&M period
1	O&M Project Manager *10+ years of experience in managing large IT infrastructure. Must be B-Tech/ M-Tech/BE/ME/MCA.*	>= 1	>= 1
2	Support Engineers *5+ years of technical support engineers specialize in infrastructure and software support, DBA, expert in RCA, issue fixing, troubleshooting. Must be BE/B Tech/MCA.*	>= 2	>= 1
3	Functional Engineers *First line support engineers, with minimum 3+ years of experience.*	>= 1	-
4	Web Developers Developers with 3+ years of experience in website design and development.	>=1	>=1

Note: the roles and strength described in table above are the minimum compliance, however bidder is expected to carefully evaluate the RFP scope and terms, to estimate any additional role and/or strength required, if necessary to meet the SLAs.

Note 1: Service Provider to have software application where all the reported issues are tracked, and resolution SLA are tracked. In addition, it must share the report of SLAs to JC on weekly basis.

Note 2: Minimum one person must be deployed full time onsite at JC office for functional clarification, interaction with JC executive and co-ordinate with SP offsite team. The onsite person will be Single Point of Contact for JC to any interaction.

3.8.3 O&M Services

The key tasks of SP under O&M scope shall include but is not limited to are:

1. SP to prepare details Operation and Maintenance (O&M) plan along with the responsibility matrix, approved by JC.

2. SP to maintain share and update issue management list.

3. SP O&M Project Manager shall review internally the activities on regular basis.

4. Weekly progress report to JC.

5. Monitoring, troubleshooting and addressing the functionality, availability and performance issues of all software components.

6. Ensuring that the servers, storage, and all infrastructures are sized adequately, and redundancy is built into the architecture that is required to meet the service levels mentioned in the RFP.

7. Infrastructure and health management is the quality review framework to ensure high availability and performance ensuring that all SLA are met.

8. Shall monitor resources and instances and record the performance of each component individually.

9. SP shall be responsible for managing applications through the entire lifecycle of the contract.

10. SP should provision for administrative support for user registration, creating and maintaining user profiles, granting user access and authorization, providing ongoing user password support, announcing, and providing administrative support for directory.

11. SP shall ensure application Bug identification, fixes, and error resolutions.

12. SP to monitor all the integration interfaces, their performance and steer the inbound request.

13. All API management.

14. Closely monitor the SLA and weekly SLA reporting to JC.

15. Website operations and maintenance.

3.9   Contract Period

The contract period:

1. From the signing of the contract or issuance of PO, whichever is earlier.

2. End date of the contract date will be 60 months after the successful completion of Milestone 4, as defined in Clause 3.7.

4 Submission Process

This section of the RFP comprises of the bidding guidelines, instructions to the bidders, evaluation criteria, formats for bid response etc. The bids are invited by Jute Commissioner (JC) for selection of Service providers who would execute and deliver the scope described in this RFP.

The bidders are advised to study the RFP carefully. Submission of bids shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. This Section provides general information about the Issuer Jute Commissioner (JC), important dates and addresses for submission of the bids.

4.1 Issuer

This RFP is being issued by the Jute Commissioner (JC), Kolkata.

4.2 Contact Person

Sh. Amir Akhtar, Assistant Director (amirakhtar.91@gov.in) will be the contact person for this project. For all queries related to the RFP, reach out to the designated contact person.

4.3 Address for Correspondence

Sh. Amir Akhtar, Assistant Director
Office of The Jute Commissioner
8th floor, Patsan Bhawan,
CF Block, New Town, Action Area I
New Town,
West Bengal - 700 156, India

4.4 Request for Proposal Data Sheet

(In case if any date as detailed below is an Official Holiday, the immediate next office' *working day* shall be considered, unless specified otherwise by the O/o JC.)

Sl. No	Important Information	Details
1.	Publication of RFP Document	19.07.2024
2	EMD	Rs. 22,00,000/- only
3	Last date & Time for submission of written queries for clarifications.	26.07.2024 (5.00 pm)
4	Date and time of Pre-Bid conference	31.07.2024
5	Release of responses and clarifications on pre-bid queries	06.08.2024
6	Last date for receipt of proposals in response to RFP notice	20.08.2024
7	Date and Time of opening of Technical Proposal received in response to the RFP notice for successful bidders	22.08.2024

8	Date for Presentations and Demonstration	29.08.2024
9	Date and Time of opening of financial proposals received in response to the RFP notice	06.09.2024
10	Contact Person for queries	Sh. Amir Akhtar, Assistant Director Office of the Jute Commissioner 8th floor, Patsan Bhawan, CF Block, New Town, Action Area I New Town, West Bengal - 700 156, India

4.5   Bid Clarifications

The bidders need to send their queries on Bid document before the dates as mentioned Under Para 4.4. The clarifications can be sent in writing or by email to:

Sh. Amir Akhtar, Assistant Director
Office of The Jute Commissioner
8th floor, Patsan Bhawan,
CF Block, New Town, Action Area I
New Town,
West Bengal - 700 156, India

4.6   Pre-Bid Conference

JC shall host a Pre-Bid Conference, scheduled on 26.06.2024 at 3.00 PM in theOffice of The Jute Commissioner, 8th floor, Patsan Bhawan, CF Block, New Town, Action Area I, New Town, West Bengal - 700156.JC may incorporate any changes in the RFP, based on acceptable suggestions evolving from interactions on the RFP document, during the pre-bid conference. The decision of JC regarding acceptability of any suggestion shall be final. It may not be possible at the Pre-Bid Conference to answer questions which are received after the conclusion of the pre-bid conference. However, prospective bidders are free to raise their queries during the meeting. The responses will be conveyed to all the prospective bidders (by way of hosting amendments/ clarifications on the website). The representatives of the bidders may attend the pre-bid conference at their own cost. The purpose of the conference is to provide bidders with information regarding the RFP and the proposed requirements specifically regarding this RFP. JC shall provide each bidder with an opportunity to seek clarifications regarding any aspect of this RFP and the project, during the pre-bid conference.

4.7   Issue of Clarifications

JC at its own initiative or in response to a clarification requested by prospective bidder(s) can issue a corrigendum. All corrigenda would be published on the GeM Portal and website of JC. All such corrigenda shall be binding on all the bidders. The bidders are also advised to visit the aforementioned website(s), on a regular basis for checking necessary updates in regard to this RFP.

All enquiries from the bidders relating to this RFP must be submitted in writing or by email, exclusively to the contact official of JC. Contact details are provided in this RFP. The queries should necessarily be submitted in the following format:

S. No	Bidding Document Section	Bidding Document Reference Page Number	Content of the RFP requiring clarification	Points of clarification	Remarks / Suggestions
1					
2					

JC shall give an appropriate response to all queries of the bidders. However, JC claims no warranty as to the completeness or accuracy of the response on the query thus raised, nor does JC undertake to answer all the queries that have been posed by the bidders. All responses given by JC will be available to all the bidders through the website.

5 Instructions for Submission

5.1   Instruction

Proposals must be direct, concise, and complete. JC will evaluate the proposal received from a bidder, based upon its clarity and the directness of its response to the requirements of the project, as outlined in this RFP.

Bidders shall furnish the required information on their technical and commercial proposals in the enclosed formats only.

5.2   Mode of Submission

Submission of the bid will be through GeM Portal only.

JC will not accept delivery of proposal in any manner other than what has been prescribed in this document. Proposal delivered in any other manner shall be treated as defective, invalid and will be summarily rejected.

1. Technical proposal should not contain any commercial information.
2. The required proof with technical and commercial proposals should be submitted along with a certified true copy of the corporate sanctions/ approvals specifying the authorized representative of the bidder concerned, to sign/ act/ execute documents forming part of the bid submitted, including various RFP documents and binding contracts, at the portal.
3. If any bidder does not meet the Pre-Qualification Criteria, the Technical and Commercial Proposals will not be opened. If any bidder does not qualify in the technical evaluation, the Commercial Proposal will not be opened.
4. The proposals shall be valid for a period of six (6) months from the date of issuance of RFP (180 days from the date of issuance of RFP). A proposal valid for a shorter period shall be summarily rejected. Bids, once submitted, cannot be withdrawn by the bidder concerned until the completion of evaluation process.
5. In exceptional circumstances, at the discretion of JC, JC may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing as per GeM Terms and Conditions.

5.3   Authentication of Bids

The bids and accompanying documents shall be submitted electronically through GeM portal only as per the terms and conditions of GeM portal.

5.4   Late Bids

Bids received after the due date and the specified time (including the extended period, if any) for any reason whatsoever, shall not be entertained. The closure of the bids shall be as per the Terms and Conditions of GeM portal.

5.5   Proposal Preparation Costs

The bidders shall be responsible for all the costs incurred in connection with their participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of proposal, in providing any additional information required JC to facilitate the evaluation process, and in negotiating a definitive Service Agreement (Master Service Agreement as per the RFP) and all such

activities related to the bid process. This RFP does not commit JC to award a contract or to engage in negotiations with the bidder concerned. Further, no reimbursable cost may be incurred in anticipation of an award of the contract for implementation of the project.

5.6 Supplementary Information/Corrigendum/Amendment to the RFP

1. If JC deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of the provisions of this RFP, it may issue supplements/ corrigendum to this RFP. Such supplementary information shall be communicated on GeM portal and Website of JC. Any such supplementary information shall be deemed to have been incorporated by this reference into this RFP.

2. At any time prior to the deadline (or as extended by JC) for submission of bids, JC, for any reason, whether on its own initiative or in response to clarifications requested by a prospective bidder, may modify the RFP document by issuing amendment(s) to the effect. Such amendments shall be notified on GeM portal and Website of JC. The given amendments will be binding on all the bidders.

3. In order to allow bidders a reasonable time to take the amendment(s) into account in preparing their bids, JC at its discretion, may extend the deadline for the submission of bids.

5.7 Right to Terminate the Process

JC makes no commitments, explicit or implicit, that this process will result in a commercial transaction with any of the bidders participating in the process. A bidder's participation in this process may result in JC selecting the bidder concerned, to engage in further discussions and negotiations towards the finalisation of the contract. The commencement of such negotiations does not, however, signify a commitment by JC to execute the contract or to continue with further negotiations.

5.8 Language of Bids

The Bids prepared by the bidder and all correspondence and documents relating to the bids exchanged by the bidder and JC, shall be in English, provided that any printed document furnished by the bidder may be written in another language so long as the same is accompanied by an authenticated English translation. In the given case, for purposes of interpretation of the bid, the English translation shall be binding.

5.9 Bid Prices

1. Quantities as specified in Cost Tables in this Bid document will be used for the purpose of commercial evaluation.

2. Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications or escalation, on any account whatsoever. However, JC reserves the right to negotiate the prices quoted in the bid, to effect an appropriate modification in the commercial terms and conditions quoted.

3. The Commercial bid should clearly indicate the price to be charged, without any qualifications whatsoever and should includeall taxes, duties, fees, statutory levies, works contract tax and other statutory charges as may be

applicable in relation to the activities proposed to be carried out in the contract concerned.

4. Prices or commercial terms and conditions should not be revealed in any form before the opening of the Commercial Bid. Failure to abide by the given condition could result in the bid submitted by the bidder concerned to be summarily rejected by JC. If a change in price is envisaged due to any clarification, bid may be submitted by the bidder on GeM portal after taking into consideration such modifications.

5.10 Bid Currencies

Prices shall be quoted in Indian Rupees (INR) only.

5.11 Bidder Qualifications

1. The "Bidder" as used in the Bid documents, shall be construed as the one who has signed on the Bid Form. The Bidder may be either the Principal Officer or the Authorized Representative of the bidder. In either case, he/ she shall submit a certificate of authority to this effect. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Principal Officer or by the Authorized Representative of the bidder concerned.

2. The authorization shall be indicated by written power of attorney accompanying the Pre-qualification bid.

5.12 Earnest Money Deposit (EMD)

1. Bidders shall submit, along with their Bids, Earnest Money Deposit (EMD)/ Bid Security of Rs. 22, 00,000/- (Rs. Twenty two Lakhs only) in form allowed as per Terms and Conditions of GeM portal. The EMD is required to remain valid for a period of forty-five days beyond the final bid validity period. The EMD of all unsuccessful bidders shall be refunded by JC within 30 days of award of contract. The EMD of successful bidder will be returned upon the submission of the Performance Guarantee.

2. The EMD amount is interest free and will be refundable to the bidders, without any interest accrued thereon.

3. The bid submitted without EMD shall be summarily rejected.

4. Bidders claiming Special category concessions for EMD from the Government shall be governed under respective provisions and guidelines of the Government of India. Bidders submitting their bids under the given category would be required to submit certification issued by appropriate agency of the Government to substantiate their claim for their benefit hence solicited.

5. The bid security shall be forfeited in the following conditions:

   a. *If a bidder withdraws its bid during the period of validity of the bid*

   b. *In case of a bidder being successful in the commercial bidding process, if the bidder fails to sign the contract in accordance with terms and conditions as detailed under this RFP.*

5.13 Bid Validity Period

5.13.1 Period of Validity of Bids

1. Bids shall remain valid for 180 days from date of publication of RFP. A bid valid for a period less than 180 days shall be summarily rejected. However, the prices finalized after opening of the Bids shall not be considered for escalation, throughout the period of implementation and operation of the Contract.

5.13.2 Extension of Period of Validity

1. In exceptional circumstances, JC may request the Bidder(s) for an extension of the period of validity of their Bids. The request and the responses thereto shall be made in writing by JC. The validity of EMD shall also be suitably extended.

5.14 Commercial Proposal/Bid Prices

1. The Bidder is expected to factor in the price of all the items and services proposed in the scope of the project. JC may seek clarifications from a Bidder on his Technical Proposal. Any of the clarifications submitted by the Bidder on the technical proposal, should not have any commercial implications.

2. Unless explicitly indicated in this RFP, bidder shall not include any technical information regarding the services in the commercial proposal. Additional information directly relevant to the scope of services as sought in the RFP may be submitted with the proposal. However, this information will not be considered for evaluation purposes.

5.15 Prices of Components and Overall Price Information

1. The Bidder shall quote a price for all the services of the solutions as per the provisions of this RFP document. All the prices shall be quoted in terms of Indian Rupees. The total cost of development and O&M inclusive of all the taxes, duties etc. shall be taken for the purpose of commercial evaluation.

2. No adjustment of the price quoted in the Commercial Proposal shall be made on account of any variations in costs of Labour, currency exchange fluctuations with international currency or any other cost component affecting the total cost, in meeting the obligations under the contract.

3. The price quoted in the Commercial Proposal shall be the only payment, payable by JC to the successful Bidder for completion of the contractual obligations, by the successful Bidder under the Contract, subject to the terms of payment as specified in the proposed commercial bid or the one agreed between JC and the Bidder after negotiations. The price shall be inclusive of all taxes, duties, charges, and statutory levies as applicable.

4. The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever, within the period of the validity of the proposal and period of the validity of the contract. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected at the discretion of JC.

5. Bidder should provide all prices, quantities as per the format prescribed under Clause 7.1.1 to Clause 7.1.3 - (Bid Response – Commercial Bid). No

field/columns should be left blank by the bidder. In case of a field being not applicable, the Bidder must indicate "NA (Not Applicable)" in all such fields.

6. It is mandatory to provide details of the GST payable by bidder. The bidder shall also submit to JC, its GST registration certificate and requisite details as per the governing regulations.

7. In case of a reduction in the rate of tax during the execution of the project, the requisite benefit arising out of the given reduction in the rate of tax shall be passed over to JC by the bidder.

8. All costs incurred due to any delay, directly attributable to the bidder, shall be borne by the Bidder.

9. JC reserves the right to direct the Bidder to submit proof of payment against any of the taxes, duties and statutory levies as indicated in the bid, within the specified time frame as permitted under Governing Taxation laws.

10. Prices or commercial terms and conditions should not be revealed in any form before the opening of the Commercial Bid. Failure to abide by the given condition could result in the bid submitted by the bidder concerned to be summarily rejected by JC.

5.16 Conditions under which this RFP is issued

1. This RFP is not an offer and is issued with no commercial obligation on the part of JC. JC reserves the right to withdraw the RFP and change any part thereof at any stage. JC also reserves the right to disqualify any bidder, should it be felt necessary at any stage.

2. Timing and sequence of events resulting from this RFP shall be determined by JC.

3. Neither the bidder nor any of the authorized representatives of the bidder, shall have any claim whatsoever against JC or any of its officials or employees, arising out of or relating to this RFP or procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms and conditions of the final contract).

4. Till the finalization of the contract and during the currency of the period of the contract, the bidders shall not directly or indirectly try to solicit any official or employee of JC. The bidder shall also not engage any official or employee of JC, who was involved in the process of evaluation of the bid, as his employee without the prior written approval of JC

5.17 Non-Conforming Proposals

1. A proposal may be construed as a non-conforming proposal and would be considered as ineligible if it does not comply with any of the requirements of this RFP. Failure to comply with the technical requirements or non-acknowledgment of receipt of any amendments would be considered as factors leading to a proposal being categorized as non-conforming.

2. If a proposal appears to be a combination of promotional material which does not follow the prescribed format of this RFP or does not appear to address the

particular requirements of the proposed contract, the given bid is liable to be considered for disqualification by JC.

5.18   Disqualification

The proposal is liable to be disqualified under the following circumstances:

1. Proposal not submitted in accordance with the procedure and formats prescribed in this RFP are to be treated by JC as a non-conforming proposal.

2. The form used for submitting the proposal is found to be incomplete.

3. Proposal is not accompanied by all the requisite documents.

4. In case of the bidder submitting the quotation for a part of the project.

5. Information submitted in technical proposal is found to be misrepresentative, incorrect or false, at any time during the finalization of the contract or during the tenure of the contract, including the extension period, if any.

6. Commercial proposal is found to be enclosed along with the technical proposal.

7. Bidder tries to influence the process of evaluation of the proposal by resorting to unlawful/ corrupt/ fraudulent means at any point of time during the bid process.

8. Bidders may specifically note that while evaluating the proposals, if it comes to the knowledge of JC, that some bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance, the bidders so involved would be liable to be disqualified for the award of this contract, which may extend for a further period of three years in regard to tenders floated by JC.

9. Bidder fails to deposit the Performance Bank Guarantee (PBG) or fails to enter into a contract within 21 days of the date of notice of award of contract or within such extended period, as may be specified by JC.

5.19   JC's Right to change the Scope of Contract at the time of Award of the Contract

1. JC may at any time, by a written order given to the bidder, make changes to the scope of the contract under consideration.

2. If any such change causes an increase or decrease in the cost of or the time required for the bidder's performance of any part of the work under the Contract, mutually agreed change in the Value or time schedule relating to the given Contract shall be arrived at between the Bidder and JC. Any claim made by the bidder for change under the extant Clause must be asserted from JC within a period of twenty-one (21) days consequent upon the receipt of the change order.

3. JC reserves the right to withdraw/ revoke/ cancel the whole or any part of the Bid at any stage without assigning any reason.

5.20   JC's Right to Accept Any Bid and to reject any or All Bids

1. JC reserves the right to accept any bid and/ or annul the Bidding process and reject bids at any time prior to the final award of Contract, without incurring

any liability to the bidders concerned and without any obligation to inform the bidders concerned regarding the reasons of said action of JC.

2. JC reserves the right to negotiate the terms and conditions of the commercial bid with the selected bidder seeking a revision in the bid thus submitted.

5.21 Concessions permissible under statutes

Bidder, while quoting against this RFP, should take cognizance of all concessions admissible under various Statutes including the benefit under statutory provisions relating to GST, failing which, the bidder shall be required to bear the extra cost which arise on account of the bidder not availing concessional rates of levies like customs duty, excise duty, sales tax, etc. JC shall not bear any responsibility to this effect. However, JC may provide necessary assistance to the bidder for claiming the given concessions from the statutory authorities concerned. In case of a reduction in the rate of tax claimed by the bidder, the requisite benefit arising out of the given reduction in the rate of tax shall be passed over to JC by the bidder.

5.22 Tax Liability

The bidder shall indicate Taxes/ GST wherever applicable.

5.23 Uniformity

1. All information submitted must clearly refer to page number, section number or other identifying reference in this RFP document. All information submitted must be noted and furnished in the sequence mentioned in this RFP.

5.24 Bid Scope

The bidder cannot bid for a specified portion of the RFP under consideration. The entire scope of work as detailed in this RFP has to be considered for bidding.

5.25 Duration of Project

1. The duration of the project is for a period of 6 months for development and 5 years for O&M from go live date.

2. If the Service Provider's performance is satisfactory, on agreement of both the parties, o/o Jute Commissioner reserves the right to extend the O&M service for a period of 1 year at the same terms and conditions as applicable for the 5th year of O&M.

5.26 Consortium

Consortium in any form in not allowed in this bid process.

The Service Provider shall not subcontract services.

6 Bid Opening and Evaluation Process

6.1   Bid Opening

1. JC reserves the rights at all times to reschedule the date/time of opening of the bid.

2. The bids shall be opened, as per GeM procedure. In case any clarification is required during the Technical Evaluation, the same shall be done as per the procedure as provided in the GeM portal.

6.2   Overall Evaluation Process

1. A two-tier evaluation process shall be adopted for evaluation of the proposals submitted by the bidders. JC shall review the technical bids of the bidders who meet the Pre-Qualification criteria, to determine whether the technical bids are compliant with the requirements of the RFP. Bids that are not compliant are liable to be rejected.

2. The bids of the bidders found successful in respect of their technical bids, shall be marked accordingly on GeM portal. Consequent thereto the commercial bids of the technically successful bidders shall be opened.

6.3   Pre-Qualification Criteria

S. No.	Pre-qualification Criteria	Documentary Evidence
1	The bidder should be a company registered under the Companies Act, 1956 as amended in 2013, should have registered office in India for the last five years and must have been operating in India for past five financial years (FY 2018-19 through 2023-24).	Copy of Certificate of Incorporation issued by Registrar of Companies, Ministry of Corporate Affairs, Government of India and a certification from the Company Secretary or authorized signatory regarding operations for the last 5 years.
2	The bidder should submit Earnest Money Deposit (EMD) of Rs 22, 00,000/- (Rs. Twenty-two lakhs only). in the form as specified as per GeM	EMD in form specified as per GeM portal. In case of claiming exemption, supporting documents must be provided.
3	Power of Attorney from the bidder, in the name of person signing the Bid, authorizing him to submit/ execute this agreement as a binding document.	Valid Power of Attorney in original.
4	The bidder must have either of the following certification: Valid CMMI Level 3 or above (or) Valid ISO/IEC 27001: 2013, ISO/ IEC 20000 and	Authenticated copy of valid certificates at the time of bid submission. Further, if the Bidder is selected, it shall ensure that the certifications

	ISO 9001: 2015 (or above) The certification should be valid on the date of bid submission. In case the CMMI certification is under renewal, the Bidder shall provide the details of the previous CMMI certification and the current assessment/ details for consideration in the Bid process.	continue to remain valid during the currency of the contract under consideration in this RFP. Note: CMMI Certificate will be validated with PARS (Published Appraisal Results) of CMMI institute. Note: Compliance Certificate is not valid.
6	The bidder should have an annual turnover of at least Rs 5 Crores from software development and/ or software services in each of the last three financial years (FY 2020-21, 2021-22 and 2022-23). The turnover refers to the turnover of the company and not the composite turnover of its subsidiaries/ sister concerns etc. from software development and/or software services. The turnover should exclude sales of system software or COTS/hardware/hosting/non-development services.	Certified copy of the financial statements including audited Balance Sheet and Profit & Loss Account along with the certificate issued by the Statutory Auditor appointed by the Company
7	The bidder must have at least 50 number of software developers with minimum qualification of B.E/B. Tech/M.E/M.Tech/MCA on its pay rolls for last three financial years (2021-22, 2022-23 and 2023-24)	The bidder shall submit an undertaking/ self-declaration duly signed (with company seal) by the CA/ CS/ Authorized Signatory of the bidder.
8	The bidder should have positive net worth during last three financial years (2020-21, 2021-22 and 2022-23).	Certificate issued by the Company Secretary or a Chartered Accountant mentioning net worth.
9	The bidder should have successfully completed (until Go- Live Stage) a software development/implementation project(s) of nature and complexity SIMILAR to the scope of requirements described in Section 3 (State of Work) during last three financial years (2021-22, 2022-23 and 2023-24) meeting any one of the following criteria Minimum one project of amount equal to or more than INR 4.8Crores. Or	Client Certificate/ Completion Certificate/ copy of work order along with self-certification from Authorized Signatory/ Company Secretary regarding completion of work.

	1. Minimum two projects each of amount equal to or more than INR 3.0Crores.
	
	Or
	
	2. Minimum three projects each of amount equal to or more than INR 2.4Crores.
	
	Similar means that the project should meet all of the following criteria:
	
	1. The scope of the project must have end-to-end project services including architecture design, sizing, installation, solution design, and development and testing and commissioning (go-live).
	
	2. The Project must be of medium to large scale deployment meeting the condition that the Software deployed is used by minimum 10,000 users accessing the application.
	
	3. Project involved building minimum three out of following five functional feature sets:
	
	  a. Order/Indent/Service Management lifecycle.
	
	  b. Billing/Invoicing/Payment Reconciliations of financial transactions.
	
	  c. Integration with banking orat least one of government public digital infrastructure (e.g. Aadhar, digital locker, UMANG etc.)
	
	  d. Application is used by multiple partners/regional/vendor organizations, in addition to the department.
	
	  e. Software is built to have AI based data driven for fraud detection and/or decision making.	

10	Bidder should have experience of working for Central Govt. / State Govt./ PSU/ Autonomous Bodies/ Statutory Bodies for software development and/or IT solutions delivery in the last three financial years (FY 2021-22, 2022-23 and 2023-24).	Client Certificate/ Completion Certificate/ copy of work order along with self-certification from Authorized Signatory/ Company Secretary regarding completion of work.
11	The bidder shall not be under a declaration of ineligibility/ banned/ blacklisted by any	Affidavit by authorized signatory of the bidder.

	Government entity in India for any reason as on the last date of submission of the bid or convicted of economic offence in India for any reason as on the last date of submission of bid. The bidder should not have been convicted/ debarred:	
	Under the Prevention of Corruption Act, 1988; or	
	The Indian Penal Code; or	
	Any other law for the time being in force for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.	

Note 1: Suppression of information / facts would lead to summary disqualification of the bid submitted.

Note 2: Consortium in any form is not allowed in this bid.

6.4 Technical Evaluation Criteria with Marks

The following table depicts the broad technical evaluation criteria used to arrive at the Technical Score (T_s) for the bidder. Total marks awarded for each technical evaluation criteria by committed will be considered as Technical Score (T_s) for the bidder.

S. No.	Criteria	Max Marks	Support Documents
1	Number of Software Developers (having minimum qualification: B.E/ B. Tech/ MCA/M.Tech) on the bidder's payroll as on 31.03.2024. 1. More than or equal to 300: [15marks] 2. More than or equal to 200 less than 300: [12marks] 3. More than or equal to 100 less than 200: [9marks] 4. More than or equal to 50 less than 100 : [6marks]	15	Self-certification from Authorized Signatory/ Company Secretary.
2	The average turnover of the bidder from software development and/or software services during last three financial years FY 2020-21, 2021-22, 2022-23. Marks will be awarded as per following criteria: 1. Rs. 25 Cr and above :[15 marks] 2. More than or equal to Rs 20 Cr less than Rs 25 Cr :[12 marks] 3. More than or equal to Rs 15 Cr less than Rs 20 Cr :[9 marks] 4. More than or equal to Rs 10 Cr less than Rs 15 Cr :[6marks] 5. More than or equal to Rs 5 Cr less than Rs	15	Balance Sheet of the company signed by Company Auditor and certificate regarding software development and/ or software services turnover signed by company auditor.

		10 Cr :[3marks] Cr refers as Crores Note: The turnover refers to the turnover of the bidder and not the composite turnover of its subsidiaries/ sister concerns etc. from software development and/or software services. The turnover should exclude sales of system software or COTS/ hardware/hosting/non-development services.		

3	Profitability: The average of Profit AfterTaxesas % of Total Turnover of the bidderduring last three financial years FY 2020-21, 2021-22, 2022-23.
	
	  1. More than or equal to 10% : [5 marks]
	  2. More than or equal to 7.5% less than10%: [4 marks]
	  3. More than or equal to 5% less than7.5% : [3 marks]
	  4. More than or equal to 2.5% less than5% : [2 marks]
	  5. More than zero less than2.5% : [1 mark]
		5	Income Statementof the company for last 3 financial years signed by Company Auditor

4	Project Size: Bidder has developed at least a software similar to the complexity of RFP, during last 3 years i.e. the last three financial years (FY 2021-22, 2022-23, 2023-24). Marks for the submitted project will be awarded as per the following project value (INR) criteria: 1. Total value of projects more than Rs 15 Cr : [7.5 marks] 2. Total value of projects more than Rs 7.2 Cr less than Rs 15 Cr : [5 marks] 3. Total value of projects more than Rs 4.8Cr less than Rs. 7.2Cr : [2.5 marks] Similar means the project must meet the criteria of similar described in Point 9 of Pre-Qualification Criteria (Section 6.3). Minimum project size for each project must be Rs. 2.4 Cr or above.	7.5	Client Certificate/ Completion Certificate/ copy of work order along with self-certification from Authorized Signatory/ Company Secretary regarding completion of work.
5	**Project Experience:** Bidder has developed software similar to the complexity of RFP, during last 3 years i.e. the last three financial years (FY 2021-22, 2022-23, 2023-24). For 5 marks, **1.** If one of the above projects was done for	5	Client Certificate/ Completion Certificate/ copy of work order along with self-certification from Authorized

		Central Govt. / State Govt./ PSU/ Autonomous Bodies/ Statutory Bodies/Public Listed Companies. [2.5 marks] **2.** If two or more of the above projects were done for Central Govt. / State Govt. / PSU/ Autonomous Bodies/ Statutory Bodies/Public Listed Companies. [5 marks]		Signatory/ Company Secretary regarding completion of work.
6	**Key Areas Expertise:** Bidder must have successfully completed minimum one project having following scope and the marks will be awarded to the bidder for each point as per following criteria: 1. Experience of the firm in managing, hosting, and implementing platforms on MeiTY empanelled cloud platforms. : [3 marks] 2. Software development project offering e-Sign / Digital Signature to authorize the digital signatures. : [1marks] 3. Software development project offering MFA authentication using Authenticator App. : [1marks]	5	Client Certificate/ Completion Certificate/ copy of work order along with self-certification from Authorized Signatory/ Company Secretary regarding completion of work.
7	**Operation &Maintenance Experience:** Bidder has experience of Operations and Maintenance of software similar to the complexity of RFP**,** during last 3 years i.e. the last three financial years (FY 2021-22, 2022-23, 2023-24). Marks will be awarded based on the number of projects as per the following criteria: 1. Number of Projects>=5 [10 marks] 2. Project >=4 and <5 [8 marks] 3. Projects >=3 and <4 [6 marks] 4. Project >=2 and <3 [4 marks] 5. Project >=1 and <2 [2 marks] Similar means the project must meet the criteria of similar project described in Point 9 of Pre-Qualification Criteria (Section 6.3). For 2.5 marks, **1.** If one of the O&M projects was done for Central Govt./ State Govt./ PSU/ Autonomous Bodies/ Statutory Bodies/Public Listed Companies. [1.25 marks] **2.** If two of the O&M projects were done for Central Govt. / State Govt./ PSU/	12.5	Client Certificate/ Completion Certificate/ copy of work order along with self-certification from Authorized Signatory/ Company Secretary regarding completion of work.

	Autonomous Bodies/ Statutory Bodies/Public Listed Companies. [2.5 marks]		

8	**Key Profile 01 - Solution Architect:** marks will be allocated for each point from number 1 to 3 based on following criteria:
	
	  1. **Years of experience**
	    a. Equal to or More than 10 years [2marks]
	    b. More than or equal to 8 years, less than 10 years [1mark]
	    c. Less than 8 years [0 mark]
	  2. **Education Qualification**
	    a. B.Tech/M.Tech/M.E/BE in major CSE & E&C [1 mark]
	    b. B.Tech/M.Tech/M.E/BE in majors other than CSE & E&C or MCA [0.5 mark]
	  3. **Number of Projects**
	    a. 5 projects or more [2 marks]
	    b. 4 projects [1.5 marks]
	    c. 3 projects [1 mark]
	    d. 2 projects [0.5 mark]
	    e. 1 projects or less [0 mark]
		5	CV of the personnel who will work as Key Resource.

9	**Key Profile 02 - Functional Lead:** marks will be allocated for each point from number 1 to 3 based on following criteria:
	
	  1. **Years of experience**
	    a. Equal to or More than 8 years [1mark]
	    b. Equal to or More than 5 years less than 8 years [0.5mark]
	    c. Less than 5 years [0 mark]
	  2. **Education Qualification**
	    a. B.Tech/M.Tech/M.E/BE in major CSE & E&C [0.5mark]
	    b. B.Tech/M.Tech/M.E/BE in majors other than CSE & E&C or MCA [0.25mark]
	  3. **Number of Projects**
	    a. Equal to or More than 3 projects. [1marks]
	    b. 2projects. [0.5marks]
	    c. 1 project. [0.25mark]
		2.5	CV of the personnel who will work as Key Resource.

10	**Key Profile 03 - O&M Project Manager:** marks will be allocated for each point from number 1 to 3 based on following criteria: 1. **Years of experience**	2.5	CV of the personnel who will work as Key Resource.

	a. More than or equal to 12 years [1 Mark] b. More than or equal to 10 years, less than 12 years [0.5 Mark] **2. Education Qualification** a. B.Tech/M.Tech/M.E/BE in major CSE & E&C [0.5 Mark] b. B.Tech/M.Tech/M.E/BE in majors other than CSE & E&C or MCA [0.25 Mark] **3. Number of Projects** a. More than or equal to 3 projects [1 Marks] b. 2 projects [0.5 Marks]		
11	Bidder having CMMI and ISO/ IEC Certification and marks will be awarded for each point as per following criteria: 1. CMMI (Level-3) or above :[3 marks] 2. ISO/ IEC 27001:2013 or above :[1 mark] 3. ISO/ IEC 9001: 2008 or above :[1 mark]	5	Copies of the relevant certificates to be submitted and should be valid as on date of submission date of the bid. Note: CMMI Certificate will be validated with PARS (Published Appraisal Results) of CMMI institute. Note: Compliance Certificate is not valid.
12	Presentation to committee about the overall engagement proposed by the bidder. The committed will evaluate it based on the following criteria: 1. Understanding of scope of work described in RFP and its explanation to the committee. 4. Overall solution approached of the bidder to meet the described requirements, solution approach, delivery approach, delivery methodology. 5. Implementation plan from onboarding to the deployment of entire solution. 6. Proposed approach of handover of	20	Presentation or any other form bidder feel to use but must be in the form which is acceptable to JC. No special arrangement will be made by JC for demonstration other than providing internet connect and projection capabilities.

| | software code and knowledge transfer to department at the end of engagement. | | |
| | 7. Post go-live operations and maintenance approach proposed by the bidder. | | |

NOTE: The bidder should score minimum score of 60marks in technical evaluation criteria describe above in section 6.4to qualify in the Technical Bid. Bidders who secure less than 60 marks will be considered as DISQUALIFIED.

7 Technical Proposal – Other Requirements

1. The technical proposal should contain all the mandatory undertakings as specified in this RFP. Format for all the required undertakings/ covering letters are provided in Annexure-Part II.

    1. Non- Disclosure Agreement (NDA)

    2. Undertaking on Pricing of Items of Technical Response

    3. Undertaking on Patent Rights

    4. Undertaking on Service Level Compliance

1. The technical proposal should address all the areas/ sections as specified in this RFP and should contain a detailed description of how the bidder will provide the required services outlined in this RFP.

2. The technical proposal must not contain any pricing information. While submitting additional information, it should be marked as "supplementary" to the specific response. If the bidder wishes to propose additional services (or enhanced level of services) beyond the scope of this RFP, the proposal must include a description of such services as a separate and distinct attachment to this proposal.

3. Proposed methodology for implementation.

4. The Technical Proposal should address the following:

    i.   Overview of the proposed solution which meets the requirements as specified in this RFP.

    ii. Overall proposed Solution, technology, and deployment architecture.

    iii. Approach to address the integration with JC authorized applications.

    iv. Details of the Solution as per the format provided in this RFP.

    v.   Bidder's experience in all the project related areas as highlighted in Bid evaluation criteria.

    vi. Overall Governance Structure and Escalation Mechanism.

    vii. Project team structure, size, capability and deployment plan.

5. The technical proposal shall also contain bidder's contingency plan to address the key challenges anticipated during the execution of the project.

7.1   Commercial Bids

Bidder to submit the commercials for the RFP in three parts as describe in section 7.1.1, 7.1.2 and 7.1.3. The commercials must be in Indian Rupees.

7.1.1 Part 1 - Fixed Implementation Services

Bidder to quote a **fixed one-time price** for the services to Execute and Deliver the scope described in Section 3 excluding the scope for Warranty and O&M described in section 3.8.

Note: Bidder to quote detailed break-up of the fixed price i.e. the number of units (months) of the roles and unit price for each role considered to arrive at the final one-time price.

Note 2: For any additional scope (not mentioned in the RFP) department may request additional resources and bidder is required to provide department the resource at the same cost and experience during the contract period.

[A]	[B]	[C]	[D]	[E]	[F]=[C]x[D] + [E]
Sl.No	**Line Item Detail[1]**	**Unit Price[2]**	**Units[2]**	**GST &Any other taxes**	**Total Price (Including Taxes)**
1.0	**Part 1 : Fixed Implementation Services [sum of 1.01 to 1.05]**				
1.01	Solution Architect				
1.02	Functional Lead				
1.03	Sr. Software Developer				
1.04	Software Developer				
1.05	Jr. Software Developer				
1.06	Web Developer				
	Total Financial Implication for Fixed Implementation Services				**[P1]**

[1]The roles must have minimum technical qualification as described in point 8 & 9 of section 6.4 for Solution Architect and Functional Lead, respectively. For Sr. Software Developer, Software Developer and Jr. Developer, following minimum qualification must be provided by the bidder:

1. Sr. Software Developer: Minimum 5+ years of experience. Minimum educational qualification of B.Tech/BE/MSC or above, and must have experience of working 2 project similar to the scope described in the RFP.

2. Software Developer: Minimum 3+ years of experience. Minimum educational qualification of B.Tech/BE/MSC or above, and must have experience of working 1 project similar to the scope described in the RFP.

3. Jr. Developer: Minimum 1.5 + years of experience. Minimum educational qualification of B.Tech/BE/MSC or above, and must have experience of working 1 project similar to the scope described in the RFP.

4. Web Developer: Minimum 1.5 + years of experience. Minimum educational qualification of B.Tech/BE/MSC or above, and must have experience of working 1 project similar to the scope described in the RFP.

²<u>Unit</u> means number of man-months required to execute the scope of the work and <u>Unit Price</u> is the monthly price of a person of corresponding role listed in Column [B] Line Item.

The Key Resource personnel whose CV is provided with RFP shall work on the project and can only be changed after written concurrence from o/o Jute Commissioner.

7.1.2 Part 2 –1ˢᵗ Year Fixed Monthly O&M

Bidder to quote a **<u>fixed monthly</u>** price for the services to execute and Deliver for the scope described in Section 3.8.

The start date for the services will be from the date of successful completion of **Milestone 4** and will be applicable for 12months.

Note: Bidder to quote detailed break-up of the quoted prices i.e. the number of units (months) of the roles and unit price for each role considered to arrive at the monthly fixed price.

Bidder must ensure the minimum compliance for the O&M services strength describes in section 3.8.

[A]	[B]	[C]	[D]	[E]	[F]=[C]x[D] + [E]
Sl. No	**Line Item Detail¹**	**Unit Price ²**	**Units²**	**GST &Any other taxes**	**Total Price (Including Taxes)**
2.0	**Part 2 : Fixed Monthly O&M for 1ˢᵗ Year [sum of 2.01 to 2.04]**				
2.01	O&M Project Manager				
2.02	Support Engineer				
2.03	Functional Engineer				
2.04	Web Developer				
	Monthly cost during 1ˢᵗ Year O&M				**[P2]**

¹ The roles must have minimum technical qualification as described in section 3.8.

²<u>Unit</u>means number of persons required in a month to execute the scope of the work and <u>Unit Price</u> is the monthly price of a person of corresponding role listed in Column [B] Line Item.

7.1.3 Part 3 – 2ⁿᵈ Year Onward Fixed Monthly O&M

Bidder to quote a **<u>Fixed Monthly</u>** price for the services to execute and Deliver for the scope described in Section 3.8.

The start date for the services will be from the end of 12ᵗʰmonth after successful completion of **Milestone 4** and price will be applicable for 48 months.

Note: Bidder to quote detailed break-up of the quoted prices i.e. the number of units (months) of the roles and unit price for each role considered to arrive at the final one-time price. Bidder must ensure the minimum compliance for the O&M services strength describes in section 3.8.

[A]	[B]	[C]	[D]	[E]	[F]=[C]x[D] +

Sl. No	Line Item Detail¹	Unit Price ²	Units²	GST &Any other taxes	[E] Total Price (Including Taxes)
3.0	**Part 3: Monthly Cost during 2ⁿᵈ Year to 5ᵗʰ Year O&M [sum of 3.01 to 3.04]**				
3.01	O&M Project Manager				
3.02	Support Engineer				
3.03	Functional Engineer				
3.04	Web Developer				
	Total monthly cost for O&M				**[P3]**

¹ The roles must have minimum technical qualification as described in section 3.8.

²<u>Unit</u> means number of persons required in a month to execute the scope of the work and <u>Unit Price</u> is the monthly price of a person of corresponding role listed in Column [B] Line Item.

7.1.4 Application Commercial Term

Bidder to ensure that following will be applicable for commercial quote.

1. Prices should be clearly indicated in both figures and words.

8. If there is any discrepancy between rates quoted in figures and words, the rates quoted in words will prevail.

9. Lowest Commercial bid will be determined on the basis of total amount quoted in column F of the Commercial bid in Para 7.1.1 to Para 7.1.3. Following will be considered for determining the absolute commercial bid of a bidder [sum of the following item (a) to (c)]:

    a. *One-time charges quoted at Item No (1.0) of Section 7.1.1 (Say P1). Then the bid price for this item will be **<u>P1.</u>***

    c. *Monthly rates as quoted at Item No (2.0) of Section 7.1.2 (Say P2) applicable for twelve months. Then the bid price for these items will be **<u>P2*12</u>**.*

    d. *Monthly rates as quoted at Item No (3.0) of Section 7.1.3 (Say P3) applicable for forty-eight months. Then the bid price for these items will be **<u>P3*48</u>**.*

10. The bidder may be required to substantiate the taxes and levies claimed by it in each bill. The bidders may be required to provide documentary evidence of the rates of tax as applicable on the basic unit cost quoted at the time of claiming payment consequent upon the award of the contract arising out of this RFP.

11. Scores would be considered for the purpose of QCBS (Quality cum cost-based system) based final evaluation, explained in the next section.

71. For any additional scope (not mentioned in the RFP) department may request additional resources of any of the role quoted in section 7.1.1, 7.1.2, 7.1.3 and

bidder is required to provide department the resource at the same price and experience during the contract period.

7.2   Final Evaluation of Bids

The evaluation of Bidder's proposals will be done using the QCBS methodology. Normalization shall be done for both Technical & Financial Scores as given below:

$Tn = T_b/T_{max} * 100$ (rounded off to 3 decimal places)

Where,

T_n = Normalized Technical Bid score for the Bidder under consideration

T_b = Absolute Technical Bid score of the Bidder under consideration

T_{max} = Maximum Technical Bid score (Best Technical score received)

$F_n = F_{min}/F_b * 100$ (rounded off to 3 decimal places) Where,

F_n = Normalized Commercial Bid score for the Bidder under consideration

F_b = Absolute Commercial Bid for the Bidder under consideration

F_{min} = Minimum absolute Commercial Bid (Lowest Bid received)

Final Composite Score = $T_n * 0.70 + F_n * 0.30$

The Bidder with the highest Composite Score will be considered for award of the contract. In the event of a tie, the bid with best commercials will be considered for award of contract.

7.3   Award of Contract

7.3.1 Notification of Award

Prior to the expiry of the validity period, JC will notify the successful bidder in writing that the proposal submitted by the Bidder has been accepted. The notification of award will initiate the finalization of the contract. Upon the successful bidder's furnishing of performance bank guarantee, JC will promptly notify each unsuccessful bidder and shall return their EMD.

7.3.2 Contract Finalization and Award

JC shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked best value bid on the basis of QCBS evaluation of their Technical and Commercial bids, for the purpose of arriving at reasonable terms and conditions for the contract arising out of this RFP.

7.3.3 Signing of the Contract

At the time of notification of the successful bidder with regard to the Bid having been accepted by JC, JC shall enter into a contract with the successful bidder.

JC shall have the right to annul the award in case there is a delay of more than 21 days from the date of this notification, in signing of contract, for reasons attributable to the successful bidder.

7.3.4 Failure to agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Terms and Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which case, JC would be free to take necessary decision on the subject.

7.3.5 Performance Bank Guarantee (PBG)

1. Performance Security of **5% of Contract Value** is to be given by the successful bidder awarded the contract. Performance Security may be furnished in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or any other acceptable form as per the Government of India rules.

2. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations (i.e. sixty days beyond the 5th year of O&M).

3. JC may invoke forfeiture of the Performance Bank Guarantee for any failure on part of Bidder to fulfil its obligations as specified under the Contract Agreement executed with the successful bidder. The Contract PBG must be furnished within 21 days from the date of signing of the contract.

7.3.6 Service Level Agreements (SLAs)

The following SLAs will be applicable and made part of the agreement.

SLA	Penalty
1. **Implementation service delivery** as per the milestones described in Project Milestone section. a) **Milestone 01 <= 3 weeks from the date of signing of contract** b) **Milestone 02 <= 5 weeks from the date of signing of contract** c) **Milestone 03 <= 9 weeks from the date of signing of contract** d) **Milestone 04 <=28 weeks from the date of signing of contract**	1. For every week of delay, the Service provider will be levied a penalty of 0.5% of payment due for the given milestone per delayed week and part thereof. 2. Delay in each milestone shall be treated separately. 3. The maximum penalty for the delay shall be 10% of Fixed Implementation Services costs as provided in Section 7.1.1.
2. **Application Services Availability:** The time during which the Jute Smart 2.0 is available to all users accessing different functions. (Measured Quarterly, Monitored continuously on Application Management Service) **99 % uptime (excluding planned downtime/ maintenance window, mutually agreed with department)** Note: department to be notified at least 48 hours in advance of any planned maintenance.	1. Uptime is less than 99% but greater than or equal to 97.5 %, a penalty of 2% of Quarterly O&M Services payment due. 2. Uptime is less than 97.5%, a penalty of 5% of Quarterly O&M Services payment due.
3. **Application Performance:** the response	2% of Quarterly O&M Services

time of application experienced by user. Such experience will be validated within a controlled environment defined by Jute Commissioner. (Sample each event for half hour, Measured daily, Calculated Quarterly – data to be provided by Service Provider) a) **Page Load Time (web as well as mobile application) within 5 seconds.** b) **API Response Time (the response time of any integration interface exposed to integrating application) within 5 seconds.** c) **API failure rate (plus re-trigger automatically)**	payment due if the Application Performance parameters are found to be below par (based on Quarterly report on random sampling basis)
4. Critical Incidents: Issues raised by any user of JS 2.0 who is unable to access a functionality and/or is not able to complete the task with any workaround. (Measured Quarterly) **95% of the request to be resolved in less than 1 working day per request.**	1. The percentage request resolve within SLA is less than 95% but greater than or equal to 85%, penalty of 2% of Quarterly O&M Payment due to Service Provider. 2. The percentage request resolve within SLA is less than 85%, penalty of 5% of Quarterly O&M Payment due to Service Provider.
5. Service Requests: A request from department to resolve an issue which is resulting due to gap in understanding of the application usage and/or application performance degradation. (Measured Quarterly) **Monthly 80% of the request to be resolved in less than 1 working day per request.**	1. The percentage request resolve within SLA is less than 80% but greater than or equal to 70%, penalty of 2% of Quarterly O&M Payment due to Service Provider. 2. The percentage request resolve within SLA is less than 70%, penalty of 5% of Quarterly O&M Payment due to Service Provider.
6. Technical Change: A request from department which has any impact on code change. Such code change may be required for unexpected behaviour of Jute Smart 2.0 software or some of missing functionality as defined in SoW. (Measured Quarterly) **Less than 10 days**	1. The percentage request resolve within SLA is less than 95% but greater than or equal to85%, penalty of 2% of Quarterly O&M Payment due to Service Provider. 2. The percentage request resolve within SLA is less than 85%, penalty of 5% of Quarterly O&M Payment due to Service Provider.

7. System Backup: Zero Data Loss	10% of Quarterly O&M Payment due to Service Provider for any data loss.
8. Security Breach: Zero Security Breach	10% of Quarterly O&M Payment due to Service Provider for security breaches to the application.

1. Note-1: SLA will be applicable for the go-live date of system and mobile application.

2. Note-2: The maximum penalty will be limited to 10% of the value of the annual rates of O&M payment due will not be carried forward to another year/ work order.

7.4   Terms of Payment

Payment shall be made in Indian Rupees only. The payment terms and conditions applicable for each item quoted as per the section 7.1.1 are elaborated in the various clauses below.

1. **Fixed Implementation Services cost as per section 7.1.1**: Services to execute and Deliver the scope described in Section 3 excluding the scope for O&M with the milestones described in sub-section 3.7.

   a. *10%* *of the price payment (as per Sec 7.1.1) will be made on successful* *achievement of Milestone 1.*

   e. *10%* *of the price payment (as per Sec 7.1.1) will be made on successful* *achievement of Milestone 2.*

   f. *10%* *of the price payment (as per Sec 7.1.1) will be made on successful* *achievement of Milestone 3.*

   g. *60%* *of the price payment (as per Sec 7.1.1) will be made on successful* *achievement of Milestone 4.*

   h. *10%* *of the price payment (as per Sec 7.1.1) will be made* ***three months*** ***from the date of successful achievement of Milestone 4.***

12. O&M Services section 7.1.2 and 7.1.3: Services to Execute and Deliver the scope for Warranty and O&M described in Section 3.8. The Warranty and O&M will start from the date of successful completion of Milestone 4 in Section 3.7 and will be applicable for five years.

   a. *No advance payment for O&M shall be made.*

   i. *The entire annual O&M price applicable for the year will be divided in* ***four*** ***quarterly segments.*** **The payment shall be made on the basis of assessment of the performance as given in SLAs and after adjusting the Penalty applicable (if any).**

   j. *The payment after making due adjustment towards SLA penalties will be made based on the quarterly bills submitted after completion of services for the quarter.*

13. For any development activity which is beyond the scope of the RFP, o/o Jute Commissioner shall in consultation with the Service Provider shall make an estimation of the man-months required and award the work order accordingly

detailing the scope of additional development activity. The Service Provider shall be required to complete the additional activity as requested by o/o JC. On the activity made go-live, the payment shall be made based on the rates provided in the commercial quotation of this RFP and the man-months of each category of manpower agreed upon by the parties and specified in the work order.

7.5   Grievance Redressal and arbitration

If any of the party to contract is aggrieved by the Act of the other party not in consonance with the contract, grievance shall be addressed to Jute Commissioner for resolution. The verdict/interpretation of the Jute Commissioner shall be binding. If aggrieved further, the parties may approach for arbitration under Arbitration and Conciliation Act, 1996 as amended from time to time. The place of arbitration shall be Kolkata.

7.6   Jurisdiction

Subject to the arbitration herein above provided, any suit or proceedings to enforce the right of either of the parties hereto the contract shall be instituted in and tried only by the Hon'ble High Court of Calcutta and by no other court, and both the parties hereto hereby especially agree to submit to the jurisdiction to such court.

7.7   Force majeure

Force majeure is herein defined as any cause which is beyond the control of the selected bidder or JC as the case may be which they could not force or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract such as:

1. Natural phenomenon including but not limited to floods, droughts, earthquakes and epidemics.
2. Act of any government including but not limited to war, declared or undeclared priorities quarantines and embargos.
3. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes.

The bidder or JC shall not be liable for delay in performing their obligations resulting from any force majeure cause as referred to and/ or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations, expressed quantitatively shall be calculated on date of termination.

7.8   Termination of Contract

In case of any policy changes by Government of India or otherwise, Office of Jute Commissioner reserves the right to terminate the contract by giving 3 months' notice without assigning any reasons. In such case, the Service Provider is liable to claim the payment due up to the date of termination of contract as per the progress made till the date of termination of contract.

7.9   **Termination of Contract for Non-Performance**

In case of non-performance by the Service Provider, one notice shall be given by JC detailing the non-performance and if the Service Provider does not improve the services to the satisfaction of Office of Jute Commissioner, then o/o Jute Commissioner reserves the right to terminate the contract and encash the Performance Security.

7.10   **Conflict of Interest**

A bidder shall not have conflict of interest with other bidders and the jute mills. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process and/or with the jute mills, if:

a) they have controlling partner (s) in common; **or**

b) they receive or have received any direct or indirect subsidy/ financial stake from any of them **or**

c) they have the same legal representative/agent for purposes of this bid; **or**

d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder **or**

e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; **or**

g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or

technical specifications of the contract that is the subject of the Bid; **or**

h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business**.**

If the bidders have conflict of interest with the jute mills or other bidders, they shall be disqualified.

8　Annexure

8.1　Non-Disclosure Agreement (NDA)

[On Company Letterhead]

This AGREEMENT (hereinafter called the "Agreement") is made on the [day] day of the month of [month], [year], between, JC, on the one hand, (hereinafter called the "Purchaser") and, on the other hand, [Name of the bidder] (hereinafter called the "Bidder") having its registered office at [Address]

WHEREAS

The "Purchaser" has issued a public notice inviting various organizations to provide services described in section of RFP for development, implementation and support for Jute Smart 2.0 (hereinafter called the "Project");

The Bidder, having represented to the Purchaser that it is interested to bid for the proposed Project,

The Purchaser and the Bidder agree as follows:

1. In connection with the Project, the Purchaser agrees to provide to the Bidder a Detailed Document on the Project vide the Request for Proposal. The Request for Proposal contains details and information of the Purchaser operations that are considered confidential.

14. The Bidder to whom this Information (Request for Proposal) is disclosed shall:

   i. Hold such Information in absolute confidence with the same degree of care with which the Bidder protects its own personal, confidential and proprietary information;

   ii. Use the Information only as needed for the purpose of bidding for the Project;

   iii. Except for the purpose of bidding for the Project, will not copy or otherwise duplicate such Information or knowingly allow anyone else to copy or otherwise duplicate such Information;

   iv. Undertake to document the number of copies it makes with regard to the project, and

   v. On completion of the bidding process and in case unsuccessful, promptly return to the Purchaser, all Information in a tangible form or certify to the Purchaser that it has destroyed such Information as relating to the project.

15. The Bidder shall have no obligation to preserve the confidential or proprietary nature of any Information which:

   i. Was previously known to the Bidder free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Bidder's written records prepared prior to such a disclosure; or

   ii. Is or becomes publicly known through no wrongful act of the Bidder; or

iii.   Is independently developed by an employee, agent or contractor of the Bidder not associated with the Project and who did not have any direct or indirect access to the Information.

16. The Agreement shall apply to all Information relating to the Project disclosed by the Purchaser to the Bidder under this Agreement.

17. The Purchaser will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available under statutes or in equity for such a breach.

18. Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the bidder, in any of the Information. Notwithstanding the disclosure of any Information by the Purchaser to the Bidder, the Purchaser shall retain title and all intellectual property and proprietary rights to the Information. No license under any trademark, patent or copyright, or application for same that are now or thereafter may be obtained by such party is either granted or implied by the conveying of Information. The Bidder shall not alter or obliterate any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Purchaser on any copy of the Information, and shall reproduce any such mark or notice on all copies of such Information.

19. This Agreement shall be effective from the date the last signature is affixed to this Agreement and shall continue in perpetuity.

20. Upon written demand of the Purchaser, the Bidder shall (i) cease using the Information, (ii) return the Information and all copies, notes or extracts thereof to the Purchaser forthwith after receipt of notice, and (iii) upon request of the Purchaser, certify in writing that the Bidder has complied with the obligations set forth in this paragraph.

21. This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/ or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties to the contract. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

22. CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITH ALL FAULTS. IN NO EVENT SHALL THE PURCHASER BE LIABLE FOR THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION.

23. This Agreement shall benefit and be binding upon the Purchaser and the Bidder and their respective subsidiaries, affiliate, successors and assigns.

24. Agreement shall be governed by and construed in accordance with the Indian laws.

For and on behalf of the Bidder

__ (Signature)

(Name of the Authorized Signatory)

Date

Address

Location:

8.2   **Undertaking on Patent Rights**

<div align="center">[Company letterhead]</div>

To,

<div align="right">[Date]</div>

Office ofThe Jute Commissioner
Ministry of Textiles, Govt. Of India
7th& 8th floor, Patsan Bhawan,
CF Block, New Town, Action Area I
New Town, West Bengal - 700 156, India

Sub: Undertaking on Patent Rights

Sir,

1. I/ We as Bidder do hereby undertake that none of the deliverables being provided by us is infringing on any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence.

2. I/ We also confirm that there shall be no infringement of any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence, in respect of the equipment, systems or any part thereof to be supplied by us. We shall indemnify JC against all cost/ claims/ legal claims/ liabilities arising from third party claim in this regard at any time on account of the infringement or unauthorized use of patent or intellectual and industrial property rights of any such parties, whether such claims arise in respect of manufacture or use. Without prejudice to the aforesaid indemnity, the Bidder shall be responsible for the completion of the supplies including spares and uninterrupted use of the equipment and/ or system or any part thereof to JC and persons authorized by JC, irrespective of the fact of claims of infringement of any or all the rights mentioned above.

3. If it is found that it does infringe on patent rights, I/ We absolve JC of any legal action.

Yours faithfully,

Authorized Signatory

Designation

8.3   Undertaking on Pricing of Items of Technical Response

To   [Date]

Office ofThe Jute Commissioner
Ministry of Textiles, Govt. Of India
7th& 8th floor, Patsan Bhawan,
CF Block, New Town, Action Area I
NewTown,West Bengal - 700 156, India

Sub: Undertaking on Pricing of Items.

Sir,

I/ We do hereby undertake that Commercial Proposal submitted by us is inclusive of all the items in the technical proposal and is inclusive of all the clarifications provided/ may be provided by us on the technical proposal during the evaluation of the technical proposal. We understand and agree that our Commercial Proposal is firm and final and that any clarifications sought by you and provided by us would not have any impact on the Commercial Proposal submitted by us.

Yours faithfully,

Authorized Signatory

Designation

8.4   **Undertaking on Service Level Compliance**

[Company letterhead]

[Date]

To,

Office of The Jute Commissioner
Ministry of Textiles, Govt. Of India
7th& 8th floor, Patsan Bhawan,
CF Block, New Town, Action Area I
New Town, West Bengal - 700 156, India

Sub: Undertaking on Service Level Compliance

Sir,

1. I/ We as Bidder do hereby undertake that we shall monitor, maintain and comply with the service levels as desired in the RFP to provide quality service to the JC.

2. However, if the proposed number of resources is found to be not sufficient in meeting the tender and/ or the Service Level requirements given by JC, then we will augment the team without any additional cost to JC.

Yours faithfully,

Authorized Signatory

Designation

8.5   **Conflict of Interest Declaration**

Conflict of Interest Declaration

(To be submitted in the bidder's letter head)

 Tender No . …………………..

A bidder shall not have conflict of interest with other bidders and the jute mills. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process and/or with the jute mills, if:

a) they have controlling partner (s) in common; **or**

b) they receive or have received any direct or indirect subsidy/ financial stake from any of them **or**

c) they have the same legal representative/agent for purposes of this bid; **or**

d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder **or**

e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid;**or**

g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or Technical specifications of the contract that is the subject of the Bid; **or**

h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business**.**

I / We have read the above clauses and I/We declare that we don't have conflict of Interest as cited above.