



**Request for Proposal (RFP) for Maintenance of Official
website of
Sports, Physical Education, Fitness & Leisure Skills Council**

RFP No. SPF/TM/01/2019

Index

Sl. No.	Item	Page No.
1	Introduction	
	Introduction to SPEFL-SC	4
	About the Request for Proposal (RFP)	4
2.	Definitions	
3.	Invitation for Proposals	
	Key Events and Dates.....	8
	Other Important Information related to Bid.....	9
4.	Instructions to Bidders	
	Purpose	11
	Cost of RFP.....	11
	Transfer of RFP	11
	Consortium and Joint ventures	11
	Completeness of Response	11
	Proposal Preparation Costs	11
	Bidder Inquiries	11
	Amendment of RFP Document	12
	Supplemental Information to the RFP.....	12
	SPEFL-SC’s right to terminate the process	12
	Earnest Money Deposit (EMD).....	12
	Authentication of Bid.....	13
	Language of Bids	13
	Bid Submission Format.....	13
	Submission of Bids	13
	Late Bids and Bid Validity Period	15
	Bid Opening.....	15
	Evaluation Process	16
	Performance Bank Guarantee.....	17
	Guarantee of Service	18
	Payment Terms and Schedule.....	18
	Penalty	18
	Force Majeure	19
	4.25 Non-Disclosure Agreement (NDA)	19
5.	Scope of Work	
	Scope of Work.....	21
	5.2. Required Skills	22
6.	Annexures	
	Annexure-I: Guidelines for Technical Proposal	24
	Annexure-II: Guidelines for Financial Proposal	31
	Annexure-III: Service Level Agreement.....	34
	Annexure-IV: Non-Disclosure Agreement	37
	Annexure –V: Performance Bank Guarantee	41
	Annexure-VI: Declaration that the bidder has not been blacklisted	43
	Annexure-VII: Technical Scoring Criteria	44
	Annexure-VIII: Format for sending queries	45
	Annexure –IX: Format for Letter authorizing representing executive(s)	46
	Annexure –X: Document Checklist.....	47

1. INTRODUCTION

INTRODUCTION TO SPEFL-SC

SPEFL-SC is Not-for-Profit Organization, registered under the Societies Registration Act, 1860. The Council has been promoted by the Federation of Indian Chambers of Commerce and Industry (FICCI) with financial support by National Skill Development Corporation (NSDC).

The purpose of establishing SPEFL-SC was to ensure that the Sports Sector & industry is able to grow with skilled manpower, increase productivity and profitability. SPEFL-SC will encourage the sector to employ skilled and certified manpower. In its endeavour to build capacity through Private sector participation, SPEFL-SC is expected to create a dynamic LMIS to keep track of labour market skill gaps, frame Occupational Standards, facilitate development of practical and high quality training content, ensure adequate availability of faculty through Train The Trainer initiatives, build accreditation and certification mechanisms and encourage capacity building through private sector participation with industries.

The key objective of the SPEFL-SC is to create a robust & vibrant eco-system for quality education and skill development in the sports sector in the country.

About the Request for Proposal (RFP)

SPEFL intends to engage Indian Companies or Firms registered under the Indian Companies Act for regular maintenance and up-gradation of SCC's official website i.e. www.sportsskills.in and also to provide other required services as deemed fit by SPEFL-SC from time-to-time.

The purpose of this Request for Proposal (RFP) is to select a vendor with a proven track record in providing technical services for website maintenance, up-gradation, modification & web-security services. SPEFL-SC seeks such services for the official website of SPEFL-SC for three 02 (years). This document provides information to enable the bidders to understand the SCC's requirements to submit their "Bids".

2. DEFINITIONS

2. DEFINITIONS

Following terms used in the document will carry the meaning and interpretations as described below:

“Sports, Physical Education, Fitness & Leisure Skills Council” ”hereinafter also called as SPEFL or SCC.

“Bid” shall mean the Technical and the Financial/Commercial Bids submitted by the Bidding Company/Bidder along with all documents/credentials/attachments, formats etc. in response to this RFP, in accordance with the terms and conditions thereof;

“Bidder” shall mean the Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company including its successors, executors and permitted assigns jointly and severally, as the context may require;

“Bidding Company” shall refer to such single Company that has submitted the response in accordance with the provisions of this Tender Document;

“Company” shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;

“RFP” shall mean the bidding document issued by SPEFL-SC including all Forms, Formats & Annexures etc. vide Tender Document No. SPF/TM/01/2019 and also including all amendments/clarifications thereof;

“Selected Bidder or Successful Bidder” shall mean the eligible Bidder who has been selected based on this Tender Document issued by SPEFL-SC;

“Bid Deadline” shall mean the last date and time for submission of Bid in response to this Tender Document as specified in Bid information Sheet, of this Bid document including all amendments thereto;

“Authorized Signatory” shall indicate the authorized signatory who can discuss and correspond with the SPEFL-SC, with regard to the obligations under the contract.

“The Government” means the Government of India.

“The Services” means all the services, which the Vendor is required to provide/render/dischARGE to the Tendering Authority i.e. SPEFL-SC under the Contract;

“Day” means calendar day;

“Week” means calendar week;

“Month” means calendar month;

3. INVITATION FOR PROPOSALS

1. INVITATION FOR PROPOSALS

SPEFL-SC hereby invites Proposals for the Maintenance and up-gradation of its official Website. The RFP document is available at website: <http://www.sportsskills.in>

Bidders/Agencies are requested to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

Prospective bidders are requested to check the prequalification criteria before submission of bids. This RFP document is not transferable.

Key Events and Dates:

SL. No	Information	Dates/Details
1.	Publication date of the RFP	<Date>
2.	Last date to send in requests for clarifications	<Date> (refer Annexure-VIII)
3.	Publication of response to clarifications requests	<Date> at www.sportsskills.in
4.	Last Date and Time for submission of bids	<date> up to 1 P.M.
5.	Place of Submission of Bids	Sports, Physical Education, Fitness & Leisure Skills Council, FICCI, Federation House, Tansen Marg, New Delhi - 110 001
6.	Date, Time and Place of opening of Technical proposals	<Date> at 3 P.M. Sports, Physical Education, Fitness & Leisure Skills Council FICCI, Federation Hous, Tansen Marg, New Delhi - 110 001
7.	Date Time and Place of opening of Financial proposals	<Date> at 3 P.M. Sports, Physical Education, Fitness & Leisure Skills Council FICCI, Federation Hous, Tansen Marg, New Delhi - 110 001

Other Important Information related to Bid:

Sl. No.	Item	Description
1.	Bid security (EMD)	<p>EMD Amount: Rs. _____/-(Rupees _____) only shall be payable to SPEFL-SC by NEFT/RTGS to Account No: _____ Account Name: " Sports, Physical Education, Fitness & Leisure Skills Council" IFSC: _____, Branch Code: _____. Branch: Tansen Marg, New Delhi.</p> <p>The UTR No. and details of transaction are to be intimated to SPEFL-SC at the e-mail IDs: rakesh.kumar@sportsskills.in before submission of RFP to SPEFL-SC. A Copy of the e-mail shall be submitted along with the RFP.</p>
2.	Cost of RFP Document	<p>Cost of the RFP Document is Rs. 1,000/- (One Thousand) only. This amount should also be deposited by the same NEFT/RTGS to the account as mentioned above at Sl. No. 1.</p> <p>The UTR No. and details of transaction are to be intimated to SPEFL-SC at the e-mail IDs: rakesh.kumar@sportsskills.in before submission of RFP to SPEFL-SC. A Copy of the e-mail shall be submitted along with the RFP.</p>
2.	Bid Validity Period	180 days from the date of opening of Technical Bid.
3.	Performance Security (Performance Bank Guarantee).	10% of contract value/ Bid value of successful bidder.
4.	Last date for furnishing Performance Security to SPEFL-SC (By successful bidders)	Within 14 (Fourteen) working days of the date of issuance of work order issued by SPEFL-SC.
5.	Performance Security validity period	2 Years and 6 Months from the date of commencement of the Contract
6.	Last Date of Sending queries in prescribed format	<date> (refer Annexure-VIII)

4. INSTRUCTIONS TO BIDDERS

1. INSTRUCTIONS TO BIDDERS

Purpose

SPEFL-SC intends to engage Indian Companies or Firms registered under the Indian Companies Act for regular maintenance and up-gradation of SSC's official website i.e. www.sportsskills.in and also to provide other required services as deemed fit by SPEFL-SC from time-to-time.

The purpose of this Request for Proposal (RFP) is to seek the services of a reputed IT firm/agency, to maintain and modify (as per SCC's requirement) the official website of SPEFL-SC for **02 (Two) Years**, from the date of commencement of the contract. This document provides information to enable the bidders to understand the SCC requirements to submit their "Bids". The detailed scope of work is provided in section 5 of this RFP document.

Cost of RFP

Cost of the RFP Document is **Rs 1,000/-** (One Thousand) only. This amount should also be deposited by the same NEFT/RTGS to the account as mentioned above at Sl. No. 1 under section 3.2. The document is available in official website of SPEFL-SC at <http://www.sportsskills.in>. The bid, completed in all respect, shall be submitted to SPEFL-SC within due date of submission.

Transfer of RFP

The RFP Document is not transferable

Consortium and Joint ventures

Consortium, Joint venture, Subletting, Sub-contracting and Outsourcing shall not be allowed.

Completeness of Response

Bidders are requested to study all instructions, forms, terms, requirements and other information in the RFP document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

The response to this RFP should be complete in all respect. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the EMD.

Proposal Preparation Costs

The bidder shall submit bid at its own cost and SPEFL-SC shall not be held responsible for any cost incurred by the bidder. Submission of bid does not entitle the bidder to claim any cost and rights over SPEFL-SC and SPEFL-SC shall be at liberty to cancel any or all bids without giving any notice. All materials submitted by the bidders shall be the absolute property of SPEFL-SC India and no copyright/patent etc. shall be entertained by SPEFL-SC.

Bidder Inquiries

Bidder shall send their written queries as prescribed in the Annexure-VIII the contact at which the bids are to be submitted. The response to the queries will be published on <http://www.sportsskills.in>. No telephonic queries will be entertained. The response of SPEFL-SC shall become integral part of RFP document. Queries may also be submitted through e-mail to rakesh.kumar@sportsskills.in on or before the due date for submission of queries as mentioned in the bid document.

Amendment of RFP Document

All the amendments made in the document would be published at <http://www.sportsskills.in> and shall form an integral part of RFP. The bidders are requested to visit the aforementioned website on regular basis for checking necessary updates. SPEFL-SC India also reserves the right to amend the dates mentioned in this RFP for bid process.

Supplemental Information to the RFP

If SPEFL-SC deems it appropriate to revise any part of this RFP or to issue additional information to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum/addendum shall be deemed to be incorporated by this reference into this RFP.

SPEFL-SC's right to terminate the process

SPEFL-SC may terminate the RFP process at any time and without assigning any reason thereof. SPEFL-SC reserves the right to amend/edit/add/delete any clause of this Bid Document. However this will be informed to all and will become part of Bid/RFP.

Earnest Money Deposit (EMD)

Bidders shall deposit EMD Amount: **Rs. 15,000/-** (Rupees Fifteen Thousand) only shall be payable to SPEFL-SC by NEFT/RTGS to Account No: _____; Account Name: "Sports, Physical Education, Fitness & Leisure Skills Council"; IFSC: _____; Branch Code: ____; Branch: Tansen Marg, New Delhi.

The UTR No. and the transaction details are to be intimated to SPEFL-SC at the e-mail ID: rakesh.kumar@sportsskills.in before submission of RFP to SPEFL-SC. A Copy of the e-mail shall be submitted along with the RFP.

No interest will be payable to the Bidder on the amount of the EMD.

The EMD shall be submitted in a separately sealed envelope super-scribed as "EMD for BID" as mentioned in this section. Bids submitted without adequate EMD will be liable for rejection.

Unsuccessful Bidder's EMD will be returned to the unsuccessful bidder within 180 days from the date of opening of the financial bid.

The bidder shall submit the EMD from the banks account of the bidder and the EMD shall be non-transferable.

The EMD may be forfeited:

- If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any; or
- In case of a successful bidder, fails to sign the Contract or to furnish Performance Bank Guarantee within specified time in accordance with the format given in the RFP.
- During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization. The decision of the SPEFL-SC regarding forfeiture of the Bid Security shall be final and binding upon bidders.
- During the bid process, if any information is found false/ fraudulent/ mala fide, then SPEFL-SC shall reject the bid and if necessary initiate appropriate action

Authentication of Bid

One copy of Bid document shall be signed & stamped in all pages and submitted along with the letter of authority for authorizing a person or a number persons for the bid. All pages of the bid and its annexures etc. shall be signed and stamped by the person or persons signing the bid.

In case of board resolution authorizing a person or a number of persons responsible for the bid, the board resolution shall be submitted.

Language of Bids

This bid should be submitted in English language only.

Bid Submission Format

The entire proposal shall be submitted strictly as per the format specified in this Request for Proposal. Bids with deviation from this format shall be rejected.

Submission of Bids

The bids submitted by the Bidder shall comprise of the following three envelopes:

A) Details related to EMD & Tender Fee transferred electronically and copy of the E-mail – Envelop-A

The bidder shall submit the RFP document with signature and official seal on each page of the RFP by the authorized signatory of the bidder, details related to EMD & Tender Fee transferred electronically and copy of the E-mail mentioning UTR No. and details of transaction in ‘**Envelope A**’ and super-scribing on the sealed envelope “**Envelope A: Details of EMD and Tender Fees transferred electronically for the Bid No. SPF/TM/01/2019 Dt. DD/MM/YYYY**”. Bid will be summarily rejected if the EMD is not transferred **unless** the company is having a valid Single Point Registration Certificate issued by the NSIC. In case of that, a self-attested copy of the certificate is to be submitted.

B) Technical Bid- Envelop- B

The bidder shall submit the Technical Proposal in ‘Envelope B’ and super-scribing on the sealed envelope “**Envelope ‘B’: Technical Proposal for Bid**”. Please Refer **Annexure-I** for guidelines on preparation of Technical Proposal.

Following documents are to be submitted as a part of the Technical Bid (Envelop-B):

Sl. No.	Documents to be submitted	Forms	Annexure
1.	Copy of RFP shall be submitted with authorized signature and official seal on each and every page of the RFP by the bidder	N/A	N/A
2.	Covering letter with the Proposal in response to RFP Notice	Form1	Annexure-I
3.	Details of responding firm	Form2	Annexure-I
4.	Attested copy of the Memorandum and Articles of Association By laws/Partnership Deed/Certificate of Incorporation.	N/A	N/A
5.	Summary of Annual Turnover for the last three (03) Financial Years (i.e. 2015-16, 2016-17 & 2017-18) as per prescribed format	Form3	Annexure-I
6.	Audited Annual P&L Statements for last three financial years (i.e. 2015-16, 2016-17 and 2017-18) should be submitted in support of the profitability	N/A	N/A
7.	Summary/ Citation of Participation in Similar Tender undertaken	Form4	Annexure-I
8.	Details of Delhi Office(s) of the firm	Form 5	Annexure-I
9.	Copies of previous Work Orders, Experience/Completion Certificates issued by clients and valid ISO Certificate should be attached.	N/A	N/A
10.	Self-Undertaking that the bidder has not been debarred/blacklisted by any organization for quality of services/product and there are no legal issues/order prohibiting/restraining the bidder to participate in the bid process.	N/A	Annexure-VI
11.	Signed and stamped copy of the RFP document along with its annexures/corrigendum/documents etc.	N/A	N/A
12.	Self–attested copy of GST Registration Certificate	N/A	N/A
13.	IT Returns of last three (03) Financial Years (i.e. 2015-16, 2016-17 & 2017-18)	N/A	N/A
14.	The bidder should report positive net worth during these three financial years as mentioned above. Certified/audited balance sheet and P&L statements for last three years (i.e. 2015-16, 2016-17 and 2017-18) should be submitted in support of the profitability.	N/A	N/A

C) Financial Bid–Envelope C

The bidder shall submit the Financial Proposal in ‘**Envelope C**’ and super scribe on the sealed envelope “**Envelope ‘C’: Financial Proposal for Bid**”

Following documents are to be submitted as a part of the Financial Bid:

Sl. No.	Documents to be submitted	Forms	Annexure
1.	Financial Proposal Submission Form	Form5	Annexure-II
2.	Details for Financial Proposal	Form6	Annexure-II

- The three sealed envelopes (A,B,C) containing EMD& Tender Fee (A), Technical Bid (B) and Financial Bid (C) should be put in another single envelope and seal it. This envelope shall be super-scribed “**Request for Proposal (RFP) for Maintenance and up- gradation of Official website of SPEFL-SC**”.
- These envelopes are to be super-scribed with RFP number and Name of the Bidder.
- The sealed cover thus prepared should also indicate clearly the Name, Address, Telephone number, E-mail ID and Fax number of the bidder to enable the Bid to be returned unopened in case it is declared "**Late**" at the discretion of SPEFL-SC.
- The bid should be a complete document and should be page numbered, indexed and bound as single set. The documents should be page numbered and appropriately flagged and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- The RFP shall be submitted in original and countersigned by bidder with the Technical Bid in Envelope-B.

4.16. Late Bids and Bid Validity Period

Any Bid received by SPEFL-SC after the deadline for submission of Bids shall be declared late and will be rejected and returned unopened to the Bidder at the discretion of SPEFL-SC. The validity of the bids submitted in time shall be till 180 days from the date of opening of the Technical Bid.

Bid Opening

- **Envelope- A** containing Details of EMD and Tender Fees transferred electronically shall be opened initially and if the EMD& the Tender Fee is found to be as per the criteria then **Envelope- B** shall be opened for the qualified bidders only.
- **Envelope-B** containing Technical Proposal shall be opened in the presence of Bidder/ representatives of bidder who choose to attend, at the address, date and time specified in the RFP.

- **Envelope-C** containing Financial Proposal will remain unopened and will be held in custody of SPEFL-SC until the time of opening of the Financial Proposals.
- At the end of the evaluation of the Technical Proposals, SPEFL-SC shall invite bidders who have qualified for the opening of the Financial Proposals. The date, time, and location of the opening of Financial Proposals will be the SPEFL-SC office.

Evaluation Process

Bid Evaluation Committee

- The Bid Evaluation Committee constituted by the SPEFL-SC shall evaluate the bids.
- The Bid Evaluation Committee shall evaluate the Technical and Financial bids and submit its recommendation to Competent Authority whose decision shall be final in all aspects.

Pre-qualification Criteria

The bidder shall fulfill all of the following eligibility criteria:

SI. No	Pre-qualification Criteria	Supporting Document(s) to be furnished
1.	The bidder should be a Company registered in India under the Companies Act 1956 or a partnership registered under the India Partnership Act 1932 with their registered office in India	Certificate of Incorporation/ Registration. Attested copy of the Memorandum and Articles of Association Byelaws/ Partnership Deed.
2.	The bidder should be operating in the field of Website Design, Development and providing Maintenance Service in last 05 (Five) years and having relevant ISO certification.	Copies of previous Work Orders, Project Completion Certificates and valid ISO Certificate.
3.	The bidder shall have minimum annual turnover of Rs 25 Lakhs in each of the last three financial years in relevant services.	Summary of Annual Turnover (refer Form-3 of Annexure-I) and Certified/audited balance sheet and P&L statements for last three years (i.e. 2015-16, 2016-17 and 2017-18)
4.	The bidder must have completed 3 projects of websites/portals/application development in a Govt. Organizations/PSU/any other Indian Clients/Organizations with at least a value of Rs 2 Lakhs each project, in last 05 (five) years.	Summary of projects undertaken (refer Form-4 of Annexure-I) and Copies of previous Work Orders & Experience/Completion Certificates issued by clients should be attached.
5.	Bidder should have Full Time Application development professionals with necessary skill set as per the requirement of website on bidder's own payroll.	Detailed resume of the professionals in Company's letterhead are to be submitted.
6.	The bidder should not have been blacklisted by any Corporation or under a declaration of ineligibility for fraudulent or corrupt practices.	Declaration from the current authorized signatory of the company (refer Annexure-VI)
7.	The bidder must have a development office in New Delhi.	Declaration from the current authorized signatory of the company (refer Form-5 of Annexure-I)

Process of Technical and Financial Evaluation: QCBS (Quality Cost Based System)

- Bidders who qualify on the basis **Envelope-‘A’** i.e. Submission of details of EMD and Tender Fees transferred electronically for the Bid, shall be considered for further Technical evaluation.
- Bidder shall be evaluated as per prequalification criteria mentioned at 4.18.2. The bidders who fulfill all the prequalification criteria will qualify for further Evaluation which are **Technical and Commercial Scoring**.
- Commercial bids of those bidders who qualify the Technical Evaluation will be opened. A minimum of 55 marks/points have to be scored to qualify in the Technical Evaluation (**refer Annexure-VII**)
- The scores will be calculated as:
Technical Score (TS): $T(S) = (\text{Technical score of the Bidder} / \text{Maximum Technical score (T1)}) \times 100$ (rounded off to 2 decimal places)
Commercial Scores (CS):
The bidder with lowest total commercial quote designated as (L1) will be awarded a score of 100. For other technically qualified bidders will be evaluated using the following standard formula detailed below: -
Commercial Score of Bidder (CS) = $(\text{CS of L1} / \text{TCQ of the Bidder}) \times 100$ (rounded off to 2 decimal places)
Final Score (FS) = TS*0.6 + CS*0.4
- The bidder with maximum Final Score shall preferably be awarded the contract at the discretion of SPEFL-SC.
- The Bid Evaluation Committee reserves the right to accept or reject any or all bids without citing any reasons thereof.

Award Criteria

SPEFL-SC shall preferably award the Contract to the selected identified Bidder at its discretion.

Performance Bank Guarantee (Annexure-V)

- (i) The Bidder shall, at his own expense, deposit the Performance Bank Guarantee, within 14 (Fourteen) working days from the date of issuance of Work order and prior to signing of the **Service Level Agreement (refer Annexure-III)** and the **Non-Disclosure Agreement (refer Annexure-IV)** an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized Bank acceptable to SPEFL-SC, payable on demand, for the due performance and fulfillment of the contract by the bidder.
- (ii) This Performance Bank Guarantee (PBG) will be for an amount equivalent to 10% of contract value. All charges whatsoever such as premium, commission etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.
- (iii) The PBG shall have a validity period covering the entire contract period plus additional Six (06) months from the date of expiry of the contract and should be in the format prescribed in the RFP (Refer Annexure-V).

- (iv) SPEFL-SC shall also be entitled to make recoveries from the Bidder's bills, Performance Bank Guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- (v) No interest shall be payable on the Performance Bank Guarantee.

Guarantee of Service

Selected bidder shall make sure that the monitoring must be done on 24X7 basis. Maintenance service should be made available from 8 A.M. to 8 P.M. during Monday to Saturday and as-and-when-required. This timeline, however, may vary in exigency of SSC's requirement. Bidder shall be reachable over his/her mobile in case of any incident of emergency including breakdown/defacement etc. of the website.

Payment Terms and Schedule

- Payments will be released on **monthly basis** after delivery of service for that month after seeing successful and satisfactory performance by the bidder for the month of which service was rendered and submission of monthly service reports/Activity sheets duly signed by the authorized signatory of the successful bidder.
- SPEFL-SC will release the payment, subject to verification of the reports submitted by the successful bidder and subsequent approval of SPEFL-SC's Competent Authority, on submission of invoice and all other supporting documents being in order.
- No advance payment will be made under any circumstances.

Penalty

- In case of delay in restoration or completion of delegated work beyond specified time as deemed fit by SSC's authority, a sum proportionate to such delay shall be deducted from the quarterly payment for each calendar week of delay or part thereof.
- Delay in excess of 30 days will be sufficient to cause for termination of the contract. In that case the Performance Bank Guarantee of the bidder will be forfeited.
- If the selected bidder fails to render any or all the services, for any period during the currency of the contract, SPEFL-SC shall be at liberty to get the work done from other agencies and deduct charges incurred on this account from the amount payable to the Contractor.

Force Majeure

The Bidder shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Bidder. Such events may include, but not be limited to, acts of SPEFL-SC in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. If a Force Majeure situation arises, the Bidder shall promptly notify SPEFL-SC in writing of such condition and the cause thereof. Unless otherwise directed by SPEFL-SC in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Non-Disclosure Agreement (NDA)

Successful bidder has to sign the Non- Disclosure Agreement (Annexure-IV) with SPEFL-SC.

5. SCOPE OF WORK

5. Scope of Work

1. The website Maintenance shall include day-to-day updating and publishing of content of all existing pages and designing new pages as per the requirement of the SPEFL-SC.
2. It would also include the upload of tenders, images, Office Orders, Circulars, Memorandum etc. and all types of work as instructed by SPEFL-SC from time to time.
3. Add/Remove/Modify features in the Content Management System (CMS) of the website (as and when required).
4. Publishing of Banners, Links etc. on the website as per instruction of SPEFL-SC.
5. Making Changes in the source code of the website (as and when required).
6. Checking and removal dead and broken links from the website.
7. Archival of information.
8. Regular updating of data elements on existing pages.
9. Creation and Designing and/or updating and publishing of new or revised pages.
10. Development and Integration of payment gateway for online payment transactions (as and when required).
11. Various types of content should be delivered through the Website. The Indicative content types may be HTML documents, Word Documents, PDF documents, Images, Photographs, multimedia files, Audio/ Video files etc. (In built players to enable previewing before download).
12. Any other work related to the official website, if required. During the AMC period, if scope of work is diversified requiring a different skilled man power other than the one deployed, then the selected bidder shall have to improvise to deliver the requisite resource person to SPEFL-SC at no additional cost.
15. Escalation Matrix is to be provided by the bidder with at least 3rd Level escalation provision.
16. The successful bidder shall coordinate with SPEFL-SC for the periodic and regular update, modifications and/or up gradation of the official website of SPEFL-SC.

5.2. Required Skills:

1. Expert level working knowledge on **Microsoft Windows Server 2012 R2 Datacenter** and/or latest version and **Windows Server 2012 Standard Operating System** and/or latest version/platforms and Integration of Security Services both in Virtual and physical machines and management of Firewall.
 2. At least **3 years** hands-on working Experience on **Microsoft .NET Framework (Ver. 4.0 or above), Microsoft SQL Server (Ver. 12 or above), IIS (Ver. 8.5 or above)** environment are mandatory.
 3. Should have proficiency in working in **Cloud Environment** and should have expert knowledge about **management of Remote Virtual Machines on Cloud Environment**.
 4. Should have proficiency in hosting the entire Web applications on **Remote Virtual Machines on Cloud Environment**.
 5. Management and up-gradation of **Windows Security patches** of the Servers as-and-when required.
-

ANNEXURES

Annexure-I

Guidelines for Technical Proposal

Technical Proposal should comprise of the following:

- A printed covering letter (refer Form-1), on the bidding organization's letterhead with all required information and authorized representative's initials shall be submitted along with the proposal. Do not, otherwise, edit the content of the proposal cover letter.
- The technical proposal should contain a detailed description of how the bidder will provide the required services outlined in this RFP. It should articulate in detail, as to how the bidder's Technical Solution meets the requirements specified in the RFP. The technical proposal must not contain any pricing information. In submitting additional information, please mark it as supplemental to the required response.
- Proposals must be direct, concise, and complete. All information not directly relevant to this RFP should be omitted. SPEFL-SC will evaluate bidder's proposal based upon its clarity and the directness of its response to the requirements of the project as outlined in this RFP.
- The bidder is expected to provide deliverables for the proposed solution as part of technical proposal without price quote. The deliverables as given in the technical proposal should be in consonance with the financial proposal. Any deviations in the final deliverables between technical and financial proposals shall make the proposal as being unresponsive and may lead to disqualification and hence rejection of the proposal. SPEFL-SC reserves the right to take appropriate action in this regard.
- The technical proposal should address the following at the minimum:
 - a) The proposal should have information specific to SPEFL-SC Portal.
 - b) Describe how your proposal of maintenance and up-gradation will address SPEFL-SC's requirement.
 - c) A detailed proposal of handling break-down events in the context of Escalation Matrix should be submitted.
 - d) Proposal should include:
 - Detailed Implementation Methodology of maintenance and up gradation of existing website of SPEFL-SC
 - Team composition and Tasks assigned to each members
 - Each and every forms filled-in as per prescribed format.
 - Quality and Security Assurance Plan
 - Training Plan to at least 02 (Two) SPEFL-SCofficials
 - Detailed Escalation Mechanism on the bidder's side.

Form 1: Covering letter with the Proposal in response to RFP Notice

{To be submitted on the Letterhead of the bidder}

To
The Manager, Assessment & Certification
SPEFL-SC, FICCI Federation House, Tansen
Marg, New Delhi – 110 001

Subject: Submission of proposal in response to the RFP for “Maintenance and up- gradation of Official website of SPEFL-SC”.

Ref: RFP Notification No. SPF/TM/01/2019; Dt. _____

Dear Sir,

1. Having examined the RFP document, I/We, the undersigned, herewith submit our proposal in response to your RFP Notification no SPF/TM/01/2019; Dt. _____ for “Maintenance and up- gradation of Official website of SPEFL-SC” in full conformity with the said RFP document.
2. We have read the provisions of the RFP document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to. We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP and all required information.
3. We understand that we shall comply with scope of work and requirements as specified in tender terms and conditions completely and there are no deviations/recommendations of any manner and/or sort and/or kind in this regard from my/our side. We agree to abide by this proposal, consisting of this letter, the detailed response to the RFP and all attachments, for a period of 180 (One Hundred Eighty) days from the date of opening of the bid.
4. We would like to declare that we are not involved in any major litigation that may have an impact affecting or compromising the delivery of services as required under this assignment and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
5. We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RFP.
6. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.
7. We understand that you are not bound to shortlist / accept any or all proposal you receive.
8. We hereby declare that we qualify and fulfill all the pre-qualification criteria mentioned at clause 4.18.2.

Our correspondence details with regards to this proposal are:

Sr. No	Information	Details
1.	Name of responding firm:	
2.	Address of responding firm:	
3.	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
4.	Telephone no. of contact person:	
5.	Mobile no. of contact person:	
6.	Fax no. of contact person:	
7.	E-mail address of contact person:	

Details of EMD	Details of Tender Fees
Name of the Bank: _____	Name of the Bank: _____
UTR No:	UTR No:
Date:	Date:

We are enclosing details of our company in the format as given in Form 2.

We hereby declare that our proposal submitted in response to this RFP is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Sincerely,

[FIRM'S NAME]

Name of the Authorized Signatory:

Designation:

Signature:

Date:

Official Seal:

Form 2: Details of responding Firm*{To be submitted on the Letterhead of the bidder}*

Information about Responding Firm	
Name of the Organization:	
Registered Office Address:	
Telephone:	Fax:
Email:	Website:
Status of Firm/Company (Public Ltd. /Pvt. Ltd. etc.)	
Details of Registration (Refer eg. ROC Ref#)	Date:
	Ref#
Details of GST Registration Certificate:	
Number of professionals (on Bidder's pay- roll) with required skill-sets mentioned at Section No. 5.2 (excluding temporary staff). Attach resumes of the professionals with this form.	
Locations and addresses of offices (in India and overseas) [Attach extra sheets if required]	
Certificates (Please attach copies) as required in the Prequalification and Technical Evaluation Criteria:	

Sincerely,

Name of the Authorized Signatory:

Designation:

Signature:

Date:

Official Seal:

Form 3: Summary of Annual Turnover for the last three (03) Financial Years

{To be submitted on the Letterhead of the bidder}

To
The Manager Assessment & Certification,
SPEFL-SC, FICCI Federation House,
Tansen Marg, New Delhi – 110 001

Sub: Summary of Annual Turnover for the last three (03) Financial Years

Ref: RFP Notification No. SPF/TM/01/2019; Dt. _____

Sl. No.	Financial Year	Annual Turnover (All in INR)
1.	FY 2015-16	
2.	FY 2016-17	
3.	FY 2017-18	

Please enclose:

1. Certified/audited balance sheet and P&L statements for last three years (i.e. 2015-16, 2016-17 and 2017-18) should be submitted in support of the profitability.
2. Certified statement from the current Statutory Auditors of the bidder for these years.

Sincerely,

Name of the Authorized Signatory:

Designation:

Signature:

Date:

Official Seal:

Form 4: Format of providing Project Experience

To
 The Manager Assessment of Certification
 SPEFL-SC, FICCI Federation House,
 Tansen Marg, New Delhi – 110 001

Sub: Details of Projects undertaken (Govt. Organizations/PSU/ Financial Institutions/any other for Indian Clients/Organisation)

Ref: RFP Notification No. SPF/TM/01/2019; Dt. _____

General Information	
Name of Project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Technologies used	
Outcomes of the project (Completed/ in progress)	
Other Details	
Total cost of the project	
Total cost of the services provided by the respondent	
Duration of the project	No of Months :
	Start Date :
	Completion Date :
	Current Status :
Other Relevant Information	
Mandatory Supporting Documents	

Name of the Authorized Signatory:
 Designation:
 Signature:
 Date:
 Official Seal:

(Add extra sheets for multiple projects)

Form 5: Details of Delhi Development Office of the firm [In support of Sl. No. 7 u/s 4.18.2]

Information about Delhi Development Office of the Responding Firm	
Name of the Organization:	
Registered Office Address:	
Telephone:	Fax:
Email:	Website:
Status of Firm/Company (Public Ltd. / Pvt. Ltd. etc.)	
Details of Registration (Ref eg. ROC Ref#)	Date
	Ref#
Details of GST Registration Certificate:	
Number of professionals (on Bidder's pay- roll) with required skill-set mentioned at Section No. 5.2 (excluding temporary staff) posted in Delhi Development Office . Attached resumes of the professionals with this form.	
Locations and address(es) of office(s) in Delhi [Attached extra sheets if required].	

Sincerely,

Name of the Authorized Signatory:

Designation:

Signature:

Date:

Official Seal:

Annexure-II

Guidelines for Financial Proposal

1. Unless expressly indicated, bidder shall not include any technical information regarding the services in the financial proposal.
 2. Prices shall be quoted entirely in Indian Rupees.
 3. No adjustment of the contract price shall be made on account of any variations in costs of labour and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract.
 4. The contract price shall be the only payment payable to the bidder for completion of the contractual obligations by the Bidder under the Contract, subject to the terms of payment specified in the RFP. The price quoted would be **inclusive of** all taxes, duties, charges and levies as applicable. No advanced payment on any account shall be admissible.
 5. The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of project. A proposal submitted with an adjustable price quotation or conditional proposal shall be rejected as non-responsive.
-

Form 6: Financial Proposal Submission Form

{To be submitted on the Letterhead of the bidder}

To
The Manager Assessment & Certification
SPEFL-SC, FICCI Federation House, Tansen
Marg, New Delhi – 110 001

Subject: Submission of financial proposal in response to the RFP for “Maintenance and up-gradation of Official website of SPEFL-SC”.

Ref: RFP Notification No. SPF/TM/01/2019; Dt. _____

Dear Sir,

We, the undersigned, offer to provide the services for **Maintenance and up- gradation of Official website of SPEFL-SC** in accordance with your Request for Proposal No. SPF/TM/01/2019; Dt.____
_____ and our Technical Proposal No. _____ Dt. _____.

Our attached Financial Proposal for **Maintenance and up- gradation of Official website of SPEFL-SC** is **Rs. _____ (Rupees _____)** only, excluding applicable GST. We are aware that any conditional financial offer will be out rightly rejected by SPEFL-SC. This amount is inclusive of taxes as listed at Form 7 (Consolidated Cost Summary) attached.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal i.e. 180 (One Hundred Eighty) days from the date of opening of bid.

We are aware that SPEFL-SC reserves the right to accept or reject any or all bids without assigning any reasons thereof.

We remain,

Sincerely,

Name of the Authorized Signatory:

Designation:

Signature:

Date:

Official Seal

Form 7: Details for Financial Proposal

To
 The Manager Assessment & Certification,
 SPEFL-SC, FICCI Federation House,
 Tansen Marg, New Delhi – 110 001

Sub: Consolidated Cost Summary (Inclusive of taxes) for Maintenance and up- gradation of Official website of SPEFL-SC

Ref: RFP Notification No. SPF/TM/01/2019; Dt. _____

Sl. No	Particulars	Amount (in INR)		
		Year1(A)	Year2(B)	(A+B+C)
1.	Maintenance and up- gradation of Official website of SPEFL-SC	In figure	In figure	In figure
		In words	In words	In words

1. Proposal is exclusive of applicable GST.

Sincerely,

Name of the Authorized Signatory:

Designation:

Signature:

Date:

Official Seal:

Annexure-III

**Service Level Agreement
Between
SPEFL-SC
and**

[Name of the agency]

**Maintenance and up- gradation of Official website of
SPEFL-SC**

RFP No. SPF/TM/01/2019

(To be executed on requisite value of Non-judicial stamp Paper of requisite value)

Service Level Agreement (SLA) for Maintenance and up- gradation of Official website of SPEFL-SC

between

SPEFL-SC

And

This Service Level Agreement (SLA) is signed between the (hereinafter referred to as Service Provider') having its Office at _____ and the Service User "SPEFL-SC, FICCI Federation House, Tansen Marg, New Delhi-110001" (hereinafter referred to as 'SPEFL-SC'). The Service Provider agreed to enter into a Service Level Agreement (SLA) with reference to Work Order No. SPF/TM/01/2019 _____ dated- DD/MM/YYYY for a contract period from DD/MM/YYYY to DD/MM/YYYY both days inclusive. This contract shall come into force from the date of signing of this agreement.

1. Definitions. As used herein:

(a) The term, "SPEFL-SC" shall include the officers, employees, agents, consultants, contractors and representatives of SPEFL-SC.

(b) The term, "Service Provider" shall include the directors, officers, employees, agents, consultants, contractors and representatives of _____ < Company Name>, including its applicable affiliates and subsidiary companies.

2. Scope of the Contract:

The contract for providing service of Maintenance and up- gradation of Official website of SPEFL-SC. This contract shall come into force from the date of the issuance of the work order.

3. Terms &Conditions:

Any Fault affecting availability of service of 5% or more, it shall be treated as major fault. All major faults shall be rectified within 3 Hrs of its reporting to the Service Provider.

Any fault affecting availability of service less than 5% it shall be treated as minor fault. All minor faults shall be rectified within 2 hours of its reporting to the Service Provider.

The Service Provider shall, give details of the infrastructure planned to be created by it to meet its obligations under AMC and his action plan to deal with the various situations arising out of hardware & software faults shall be clearly mentioned.

Penalty

- In case of delay in restoration or completion of delegated work beyond specified time as deemed fit by SSC's authority, a sum proportionate to such delay shall be deducted from the monthly payment.
-

- Delay in excess of 30 days will be sufficient to cause for termination of the contract. In that case the Performance Bank Guarantee of the bidder will be forfeited.
- If the selected bidder fails to render any or all the services, for any period during the currency of the contract, SPEFL-SC shall be at liberty to get the work done from other agencies and deduct charges incurred on this account from the amount payable to the Contractor.

The service provider must have a development center in Delhi and availability of a skilled person to visit SPEFL-SC, as-and-when-required is mandatory. The developers should also be available on telephone/ FAX/ e-mail.

SPEFL-SC shall pay the AMC charges to the Service Provider on monthly basis.

The Service Provider shall submit a **Performance Bank Guarantee** for the amount of 10% of the contract value at the time of signing of the AMC agreement.

After the expiry of the contract, it will be optional for SPEFL-SC not to renew the AMC contract further, with the Service Provider.

4. Scope and description of work:

Scope of work will be as per **Section 5: Scope of Work** of the RFP No. SPF/TM/01/2019; Dt. _____.

5. Payment Terms and Schedule:

Payment Terms and schedule will be as per **Section 4.21: Payment Terms and Schedule** of the RFP No. SPF/TM/01/2019; Dt. _____.

6. Customer Support and Escalation Matrix:

<p>FOR AND ON BEHALF OF SPEFL-SC Name of the authorized signatory: Shri Tahsin Zahid Signature:</p> <p>Designation: COO, SPEFL-SC.</p>	<p>FOR AND ON BEHALF OF Name of the authorized signatory: Signature:</p> <p>Designation:</p>
---	--

Witness:

1. _____

2. _____

Annexure-IV

Non-Disclosure Agreement

This Non-Disclosure Agreement ("Non-Disc") is made and entered intoday of monthyear (effective date) by and between **SPEFL-SC** and (Company Name)

and

Whereas, SPEFL-SC and (hereinafter referred to as service provider) have entered into an Non-Disclosure Agreement effective from DD/MM/YYYY

and

Whereas, each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, ("CONFIDENTIAL INFORMATION").

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. Definitions. As used herein:

(a) The term "Confidential Information" shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display etc.) or on magnetic or optical media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to the disclosing party's data, computer database, products and/or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the SPEFL-SC India's Information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.

(b) The term, "SPEFL-SC" shall include the officers, employees, agents, consultants, contractors and representatives of SPEFL-SC.

(c) The term, "Service Provider" shall include the directors, officers, employees, agents, consultants, contractors and representatives of _____ (Company Name), including its applicable affiliates and subsidiary companies.

2. Protection of Confidential Information.

With respect to any Confidential Information disclosed to it or to which it has access, Service Provider affirms that it shall:

- (a) Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein;
- (b) Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information that the parties take to protect the confidentiality of its own proprietary and confidential information and that of its clients;
- (c) Not to make or retain copy of any commercial or marketing plans, citizen/users/persons/customers database, Proposals developed by or originating from SPEFL-SC or any of the stakeholders of SPEFL-SC except as necessary, under prior written intimation from SPEFL-SC, in connection with the Project, and ensure that any such copy is immediately returned to SPEFL-SC even without express demand from SPEFL-SC to do so;
- (d) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and
- (e) Return to the other party, or destroy, at SPEFL-SC's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or (ii) the request of the other party therefore.
- (f) Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between SPEFL-SC and Service Provider or the nature of services to be provided by the Service Provider to the SPEFL-SC.

3. Onus. Service Provider shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions.

4. Exceptions. These restrictions as enumerated in section 1 of this Agreement shall not apply to any Confidential Information:

- (a) Which is independently developed by Service Provider or lawfully received from another source free of restriction and without breach of this Agreement; or
 - (b) After it has become generally available to the public without breach of this Agreement by Service Provider; or
 - (c) Which at the time of disclosure to Service Provider was known to such party free of restriction and evidenced by documentation in such party's possession; or
 - (d) Which SPEFL-SC agrees in writing is free of such restrictions.
 - (e) Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;
-

5. Remedies. Service Provider acknowledges that (a) any actual or threatened disclosure or use of the Confidential Information by Service Provider would be a breach of this agreement and may cause immediate and irreparable harm to SPEFL-SC; (b) Service Provider affirms that damages from such disclosure or use by it may be impossible to measure accurately; and (c) injury sustained by SPEFL-SC may be impossible to calculate and remedy fully. Therefore, Service Provider acknowledges that in the event of such a breach, SPEFL-SC shall be entitled to specific performance of Service Provider's obligations contained in this Agreement. In addition, Service Provider shall indemnify SPEFL-SC of the actual and liquidated damages which may be demanded by SPEFL-SC. Moreover, SPEFL-SC shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Service Provider.

6. Need to Know. Service Provider shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.

7. Intellectual Property Rights Protection. No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.

8. No Conflict. The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.

9. Authority. The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.

10. Dispute Resolution. If any difference or dispute arises between SPEFL-SC and the Service Provider in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred to the COO, SPEFL-SC.

- (a) The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration & Conciliation Act, 1996 & amendments thereof.
- (b) The place of arbitration shall be Delhi.
- (c) The arbitrator's award shall be substantiated in writing and binding on the parties.
- (d) The proceedings of arbitration shall be conducted in English language.
- (e) The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.

11. Governing Law. This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at Delhi, India only.

- 12. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and under standings among the parties with respect to the subject matter hereof.
- 13. **Amendments.** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
- 14. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 15. **Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.
- 16. **Waiver.** If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
- 17. **Survival.** Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.
- 18. **Non-solicitation.** During the term of this Agreement and thereafter for a further period of two (2) years Service Provider shall not solicit or attempt to solicit SPEFL-SC’s employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to SPEFL-SC with any employee and/or consultant of SPEFL-SC who has knowledge of the Confidential Information, without the prior written consent of SPEFL-SC. This section will survive irrespective of the fact whether there exists a commercial relationship between Service Provider and SPEFL-SC.
- 19. **Term.** Subject to aforesaid section 17, this Agreement shall remain valid up to years from the “effective date”.

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

For SPEFL-SC,

For Service Provider

Name of the authorized signatory
Designation:

Name of the authorized signatory
Designation:

WITNESSES:

1. _____

2. _____

Annexure –V

Performance Bank Guarantee

This Deed of guarantee made this day ofbetween the SPEFL-SC (A Body Corporate), having its Head Office at FICCI Federation House, Tansen Marg, New Delhi-110 001 (hereinafter referred to as “SPEFL-SC”) (which expression shall unless excluded by or repugnant to the context include its successors and assignees) of one part and (Bank Name) having Branch Office at (bank’s branch address) and Head Office at (bank’s head office address) (hereinafter referred to as “Bank”) (Which expression shall unless excluded by or repugnant to the context include its successors and assignees) of the other part.

WHEREAS THE SSC accepted the tender of (Company Name) having it’s office at (hereinafter called the Service Provider) to provide service for Maintenance and up- gradation of Official website of SPEFL-SC as per Work Order No. SPC/TM/01/2019/..... dated DD.MM.YYYY (hereinafter referred to as “contract”)

AND WHEREAS the said contract provides that Service Provider shall furnish Bank Guarantee to the extent of 10 (ten) percent of the value of the total contract amount as and by way of security for the due observance and performance of terms and conditions of the contract.

AND WHEREAS at the request of the Service Provider the Bank has agreed to execute these presents.

NOW THE DEED WITNESSED AND IT IS HEREBY AND DECLARED BY AND between the parties hereto as follows:

1. The bank hereby irrevocably and unconditionally guarantees to SPEFL-SC that the Service Provider shall render all necessary efficient services efficiently which may be required to be rendered by the Service Provider in connection with and/or for the performance of the said contract and further guarantees that the services which shall be provided by the service Provider under the said contract shall be actually performing the work required of it to the satisfaction of the SPEFL-SC and performance, the Bank shall indemnify against any loss or damage that may be caused to or suffered by the SPEFL-SC by reason of any breach by the Service Provider of any of the terms and conditions mentioned in the Bid Document and the Bank further undertake to pay SPEFL-SC, such sum not exceeding Rs/- (Rupees) only on demand and without DEMUR in the event of the Service Provider’s failure to perform and discharge the aforesaid several duties and obligations on his part to be observed and performed under the said contract and/or deficiencies and defects on the satisfactory performance of the services.
2. The decision of the SPEFL-SC as to whether the Service Provider failed or neglect to perform or discharge his duties and obligation as aforesaid and/or whether the services are free from deficiencies and defects are capable of performing the work required and as to the amount payable to the SPEFL-SC by the Bank herein shall be final and binding on the bank.
3. The liability of the bank under this Guarantee shall be as of Principal Debtor.
4. The Guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the aforesaid terms of the said contract and it shall continue to be enforceable 06 months after the services have been taken over, all the dues of SPEFL-SC under or by working of the said contract have been fully paid and it is certified by SPEFL-SC that the terms and conditions mentioned in the

Bid Document of the said contract have been fully and properly carried out by the said Service Provider and a 'No Demand Certificate' submitted to this effect by the contractor.

5. The bank further agrees that the Guarantee herein contained shall remain in full force and effect up to DD.MM.YYYY from the date hereof and also that the extension of the Guarantee will be provided for by the Bank for such period beyond DD.MM.YYYY as the SPEFL-SC may feel necessary in this behalf provided further that if any claim accrues against the bank before DD.MM.YYYY or an extension thereof the same shall be enforceable against the bank notwithstanding the fact the same is enforced after the said period of 42 (Forty Two) months or any extension thereof.

6. The Guarantee herein contained shall not be affected by any change in the constitution of the Service Provider or the bank and shall be a continuing one.

7. SPEFL-SC has fullest liberty, without affecting the Guarantee to postpone for any time and from time to time, any of the powers exercisable by it against the Service Provider and either reinforce or forbear any of the terms & conditions of the said contract and Bank shall not be released from its liability under this Guarantee by any exercise by SPEFL-SC of the liberty with reference to the matter referred aforesaid or by reasons of time being given to the contractor or any other forbearance, act or the omission on the part of SPEFL-SC or any indulgence by SPEFL-SC to the contractor or any other matter or thing whatsoever which under the law relating to sureties shall but for this provision have the effect of so releasing of from its such liability.

8. The Bank undertake not be revoke this Guarantee during its currency except with the previous consent of SPEFL-SC in writing.

9. NOTWITHSTANDING anything contained herein before:

- i) Our liability under this guarantee is restricted to Rs..... /- (Rupees) only.
- ii) Our guarantee shall remain in force till DD.MM.YYYY.
- iii) Unless a demand in writing for a claim under this guarantee is lodged with us on or before DD.MM.YYYY all your rights under this guarantee shall be forfeited and shall be released and discharged from all liabilities there-under.

IN WITNESS WHEREOF the parties have executed these presents the day and year therein above-written.

Signed and Delivered by the Attorney for and on behalf of the Bank in the presence of:

1. _____

2. _____

Annexure-VI

Declaration that the bidder has not been blacklisted

{To be submitted on the Letterhead of the bidder}

To
The Manager Assessment & Certification
SPEFL-SC, FICCI Federation House,
Tansen Marg, New Delhi – 110 001

Subject: Submission of Declaration that the bidder has not been blacklisted in response to the RFP for “Maintenance and up- gradation of Official website of SPEFL-SC”.

Ref: RFP Notification No. SPF/TM/01/2019; Dt. _____

Dear Sir,

We confirm that our company is not blacklisted in any manner whatsoever by any central Government departments, autonomous organizations, Public Sector Undertakings (PSUs) or any other Government organizations or Private organization in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

SPEFL-SC shall have the right to take appropriate action against us, in case any of the above information is found to be false or incorrect.

Sincerely,

Name of the Authorized Signatory:

Designation:

Signature:

Date:

Official Seal:

Annexure-VII Technical Scoring Criteria

SL. NO	EVALUATION PARAMETERS	MAX. MARKS
1.	OVERALL RESPONSE <ul style="list-style-type: none"> • Understanding of, and responsiveness to, TBI requirements; • Understanding of scope, objectives, directness and completeness of response; • Overall concord between TBI requirements and the proposal. 	20
2.	AMOUNT OF TECHNICAL EXPERTISE The Bidder must have man power with Professional experience in Design, Development and/or Website maintenance in relevant Technology with required skill-sets as mentioned at Section No. 5.2. "Required Skill" . <ul style="list-style-type: none"> a. More than or equal to 5 professionals (20 Marks) b. Less than 5 but more than or equal to 3 professionals (15 marks) c. 2 professionals (5 Marks) d. Less than 2 professionals (0 Marks) 	20
3.	EXPERIENCE IN SIMILAR KIND OF PROJECT IN LAST 5 YEARS Web applications developed /undermaintenanceusing.NET Framework and MS SQL Technology and on similar platform for Govt. Organizations/ PSU/for any other Indian Clients/ Organisation <ul style="list-style-type: none"> a. More than or equal to 25Projects (30Marks) b. Less than 25 but more than or equal to 20 Projects (25Marks) c. Less than 20 but more than or equal to 15 Projects (15Marks) d. Less than 15 but more than or equal to 10 Projects (10Marks) e. Less than 10 but more than or equal to 5 Projects (5Marks) f. Less than 5 Projects (0 Marks) 	30
4.	WORKING EXPERIENCE IN CLOUD ENVIRONMENT IN LAST 3 YEARS Number of projects developed, hosted and successfully running in Cloud Environment <ul style="list-style-type: none"> a. More than or equal to 5 Projects (10Marks) b. 4 Projects (8 Marks) c. 3 Projects (6 Marks) d. 2 Projects (4 Marks) e. 1 Project (2 Marks) 	10
5.	ANNUAL TURNOVER FOR THE LAST 03 FINANCIAL YEARS i.e. 2015-16, 2016-17 & 2017-18. <ul style="list-style-type: none"> a. >= INR 1 Crore (20 Marks) b. >=INR 75 lakh but less than INR 1 Crore (15 Marks) c. >=INR 50 lakh but less than INR 75 Lakhs (10 Marks) d. >=INR 25 lakh but less than INR50 Lakhs (5 Marks) e. Less Than INR 25 (0 Marks) 	20
Total Marks:		100

Note: Minimum Technical score required for qualifying the Technical Evaluation is 55. Any bidder who scores less than 55 will not be considered for financial evaluation.

Annexure-VIII
Format for sending queries

{To be submitted on the Letterhead of the bidder}

To
The Manager Assessment & Certification,
SPEFL-SC, FICCI Federation House,
Tansen Marg, New Delhi – 110 001

Subject: Submission of queries for clarification in response to the RFP for “Maintenance and up-gradation of Official website of SPEFL-SC”.

Ref: RFP Notification No. SPF/TM/01/2019; Dt. _____

Name of the Bidder-

Contact Address of the Bidder-

Sl. No.	Section No.	Page No.	Query

Sincerely,

Name of the Authorized Signatory:

Designation:

Signature:

Date:

Official Seal:

Annexure -IX

Format for Letter authorizing representing executive(s)

{To be submitted on the Letterhead of the bidder}

**To
The Manager Assessment & Certification,
SPEFL-SC, FICCI Federation House,
Tansen Marg, New Delhi – 110 001**



Subject: Authorization letter for attending the Bid opening for “Maintenance and up-gradation of the official website of SPEFL-SC”.

Ref: RFP Notification No. SPF/TM/01/2019; Dt. _____

Dear Sir,

We hereby authorize Shri, Designation: to, submit technical & commercial proposal and to attend Bid opening meeting as may be required by you in the course of processing the above said Bid.

For the purpose of validation, his/ her verified signatures are as under and on our behalf. We undertake to abide by any acceptance given by him under his signature.

(Specimen Signatures of Authorized Representative)

Sincerely,

Name of the Authorized Signatory:

Designation:

Signature:

Date:

Official Seal:

Annexure -X
Document Checklist

Sl. No.	Documents to be submitted	Forms	Annexure	Submitted (Y/N)
1.	Copy of RFP shall with authorized signature and official seal on each and every page of the RFP by the bidder.	N/A	N/A	
2.	Covering letter with the Proposal in response to RFP Notice	Form 1	Annexure-I	
3.	Details of responding firm	Form 2	Annexure-I	
4.	Attested copy of the Memorandum and Articles of Association Byelaws/ Partnership Deed /Certificate of Incorporation.	N/A	N/A	
5.	Summary of Annual Turnover for the last three (03) Financial Years (i.e. 2015-16, 2016-17 and 2017-18) as per prescribed format	Form 3	Annexure-I	
6.	Certified/audited balance sheet and P&L statements for last three years (i.e. 2015-16, 2016-17 and 2017-18) should be submitted in support of the profitability.	N/A	N/A	
7.	Summary/ Citation of Similar projects Undertaken	Form 4	Annexure-I	
8.	Copies of previous Work Orders, Project Completion Certificates and valid ISO Certificate.	N/A	N/A	
9.	Details of Delhi Development Office of the Firm	Form 5	Annexure-I	
10.	Submission of financial proposal in response to the RFP	Form 6	Annexure-II	
11.	Details for Financial Proposal	Form 7	Annexure-II	
12.	Self –attested copy of GST Certificate	N/A	N/A	
13.	IT Returns of last three (03) Financial Years (i.e. 2015-16, 2016-17 and 2017-18)	N/A	N/A	
14.	Certified/ Audited Annual Turnover for the last three financial years (i.e. 2015-16, 2016-17 and 2017-18)	N/A	N/A	
15.	Declaration that the bidder has not been blacklisted	N/A	Annexure-VI	
16.	Format for Letter authorizing representing executive	N/A	Annexure-IX	