



Directorate of Family Welfare, Odisha

Deptt of Health & Family Welfare, Govt of Odisha
Heads of Deptt Building, Bhubaneswar – 751001

Adv. No-----

TENDER CALL NOTICE

Sealed Quotations are invited from genuine, reliable and competent firms, having VAT clearance and TIN No. and experience in development and maintenance of web-based software solutions, for development and maintenance of Integrated Training & Evaluation Management System (ITEMS) for Odisha State. Details of the terms and conditions may be downloaded from www.orissa.gov.in/health_portal and www.nrhmorissa.gov.in. The tender paper will be available in the SMCS Cell, 2nd floor, Directorate of Family Welfare, during office hours on all Working Days from **3rd June to 17th June** on payment of Rs 200/- (two hundred only). The quotation should reach the office of the undersigned by **12.00 noon** on or before **17th June 2010 (Thursday)**. The tender will be opened at **3.00 pm** on the same Day in the office of the undersigned. All applicants should come prepared to give a technical presentation (power point) on the bid. Agencies with under-quotes will be required to justify their bid. The undersigned reserves the right to cancel or reject any or all the quotations without showing any reason thereof.

Sd/-

Director, Family Welfare, Odisha

Request for Proposal

Sealed quotations are invited in the prescribed format from genuine, reliable and competent agencies / firms meeting the eligibility criteria, having valid VAT/TIN for designing, development, deployment and maintenance of Integrated Training & Evaluation Management System (**ITEMS**). The quotations are required to be submitted in three separate bids i.e the EMD Bid, the Technical Bid containing particulars with regard to eligibility criteria, experience of handling similar projects and mode of developing the proposed software along with field testing and maintenance, and the Price bid containing only quoted price for proposed work in the prescribed formats (Annexure-I and II)

1. General Terms & Conditions

- This assignment would be awarded to one firm only. The Client for this assignment is the Directorate of Family Welfare (O) and the Vendor is the one which will be finally selected for the work
- The bid is to be submitted in three separate sealed envelopes packed together in a separate envelope. The first envelope shall contain Earnest Money Deposit (EMD), second shall contain the Technical bid and, third envelope shall contain Financial bid. All envelopes must be duly signed and should contain heading of the respective BID. The covering envelope should contain the Heading "Development and maintenance of ITEMS".
- The bidder must submit technical and financial details strictly as per Annexure-I & II.
- First Bid must be accompanied by Earnest Money Deposit of Rs. 7,000/- (seven thousand only) by way of Bank Draft / Banker Cheque in favor of "Director of Family Welfare, Orissa", payable at Bhubaneswar. The bid without EMD will be considered as unresponsive and rejected.
- The three bids of all the applicants shall be opened in the sequence as mentioned above. Disqualification in any of the steps would lead to outright rejection without moving to the next level. Thus, the technical bid shall be opened upon the receipt of EMD and after qualifying technically, the financial bid shall be opened.
- DFW, Orissa reserves the right to carry out the capability assessment of the bidders and decision of DFW shall be final in this regard.
- DFW, Orissa shall not entertain any request for escalation in cost / price, on account of any reason, during the period of validity of the bid.
- All the Bidders will be required to come with a power point presentation on the concept and the process of the proposed work to present on the Day of opening of the bids. Underquoted Agencies / Firms will be required to justify their bid in the Technical Presentation

2. Technical Requirements

- The firm should be either a Pvt. Ltd or Partnership Firm. Copy of Certificate of registration must be enclosed in Technical Bid.

- The firm should be in the business of similar project development for at least 3 years. The firm should have minimum 15 software programmes of similar kind developed to its credit. Documentary evidence of such developments must be enclosed in the Technical Bid.
- The firm should have its office in Bhubaneswar.
- The firm should have work order/ MoU for development of similar software solutions of at least three Govt./ PSU undertaking/ Corporation, which are currently under execution. Documentary evidence in support must be enclosed.
- The firm should have a turnover of at least Rs. 50 lacs per year for last 3 years from the business of Software and Website Development. Copy of Audited statement of last three years must be enclosed.
- The firm should have at least 10 software developers on its payroll. List of Names along with their experience and highest technical qualification must be enclosed.

3. Provision of EMD

- An amount of Rs 7000/- shall be deposited towards EMD in shape of Demand Draft drawn on any bank at Bhubaneswar in favour of “Director Family Welfare Orissa” payable at Bhubaneswar. No interests will accrue on the EMD. EMD will be returned to the unsuccessful bidder after finalization of the tender, and to successful bidder after completion of the contract period.

4. Scope of Work

- DFW, Orissa is looking for a genuine and reputed firm to develop and maintain an integrated package for with facilities, such as, web-enabled database management, report generation, cash-flow forecasting and physical and financial monitoring of all Training Programmes under the H & F.W Deptt. Linking up training with facility upgradation, skill development and career progression would also be in-built in the System. It is expected that there will be interactive facilities to clarify day to day queries from the Districts and Blocks on various operational and financial aspects of training. The site will also contain all the relevant operational and financial guidelines on training for ready reference by District and Block officials.

Key outputs expected from the System

1. Operational Guidelines for each training
2. Financial Guidelines for each training
3. Detailed database for all health personnel working in the District
4. Detailed Data base of each client trained
5. In-built mechanism for cross-district deputation of Resource Persons for various Training Programmes
6. List and information on Resource Persons against each training
7. List and information on each Operational Venue
8. Reports : District-wise, Venue-wise, training-wise
9. Allotment of Unique Identification Code to all Health Personnel by type and District

10. Pre-post training assessment Reports
11. Training Completion Reports
12. In-built mechanism for submission of SOE / UC on training
13. Documentation of each training conducted (pictorial / descriptive)
14. Logistics Requirement of each training and its implementation
15. Linking up training with NRHM objectives
16. Interactive (question – answer) to be done on daily basis
17. Provision of offline uploading of data regularly at various levels
18. Any other module, as per the requirement of DFW

- There will be secured Individual IDs and passwords for the handlers of the software. Only higher level officers can access lower level pages for viewing. Administrator will have access to review, change and upgrade the system at all levels.

5. Additional Criteria for Rate Quotes

The firms should mention their quoted rates, keeping in mind the following items

- Annual Maintenance cost for maintenance, deployment and promotion of the portal.
- Coordination and Collection of different materials from DFW (SMSC Cell) Personnel.
- Designing of web pages, both dynamic and static, and deployment. Processing of graphical contents for the site.
- Minor Changes in the Main user interface page (default page), as needed.
- Linkage to different static pages developed at Client end.
- Development of static pages with 500 free pages.
- Any minor changes in any part of the web site.

6. Basis of Selection

Those who qualify all eligibility criteria of Technical requirements and secure the minimum qualifying mark in the evaluation criteria as decided by DFW will be carried considered for the financial Bid. The Lowest bidder in overall assessment will be awarded the assignment. The lowest bidder will be evaluated in the following manners

First Criteria	-	Development of the final and usable Software Package
Second Criteria	-	Rate for man days
Third Criteria	-	Annual Maintenance Cost of Software

- An agency / firm quoted lowest in development of the final and usable software package may be negotiated to provide support for second and third criteria in the lowest rate quoted among all bidders. The vendor(s) will be asked for justification of the quoted rate and methodology to implement the work.
- In the case of non-negotiable price, the tender committee may use its discretion to make out best price offer among all vendors.
- The finally selected Bidder will be offered the assignment through a Work Order and the Vendor will be required to sign a contract with the Client for the said Project.

7. Pattern of payment

- Payment for development of the Software will be made in four installments: first draft delivered and installed on or before 20 Days from the date of issue of work order - 30% payment; after taking first feedback from the Client, second draft of the software delivered and installed for Client feedback on or before 30 Days from the date of issue of work order - next 30% payment; the software field tested and made operational on pilot basis on or before 50 Days from the date of issue of work order and final commissioning with NOC of the Client on or before 60 days from the date of issue of work order - 20% payment; review of feedback from the field on use of the software and sorting out difficulties (if any) on or before 90 days from the date of issue of work order – last 20% payment.
- The Annual maintenance Cost will be given in four phases, i.e. 25% per quarter, counted from the date of commissioning of the software.
- Payments for any small tasks (such as, additional page designing / modification etc) will be made on a monthly basis, as and when the Vendor will be asked by the office of the Client to take up such tasks, upon production of Bills with descriptions and name of the Work Assigning Officer. The payments will be given only after due verification and approval as per the client's Rules and Regulations.
- Deductions in payment, if any, will be intimated to the Agency / Firm in written with appropriate reasons thereof.

8. Penalty

- If the Agency / Firm fails to deliver the service committed, within the stipulated time (two months from the date of issue of work order) assigned by the client, for which both the parties agreed earlier, penalty cost would be of 25% of the Project Cost along with the cancellation of the Contract.

9. Intellectual Property Rights

- The Client and the Agency / Firm agree that all materials, databases, designing and scripts used in the portal shall be owned by the Client. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product.
- Upon selection, the Agency / Firm will be commissioned to develop and maintain the system with discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, Software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent required by the Client.
- If for any reason the assigned work would not be considered a work made for hire under applicable law, the Firm assigns and transfers to Client the entire right, title and interest in and to all rights in the Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof.
- The Agency / Firm shall execute all documents and perform such other proper act as Client may deem necessary to secure for Firm the rights pursuant to this section.

- The Agency / Firm shall not use or in any manner disseminate any Work to any third party, or represent in any way the Contractor ownership in any Work, without the prior written permission of Client. The Firm shall take all reasonable steps necessary to ensure that its employees shall not copy or disclose, transmit or perform the assignment or any portion thereof, in any form, to any third party.

10. Suspension of Contract

The Client may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Agency / Firm, terminate this CONTRACT in whole or in part,

- a. If the Agency / Firm fails to render services within the time period (s) specified in the CONTRACT or any extension thereof granted by the Client.
- b. If the Agency / Firm fails to perform any other obligation (s) under the CONTRACT.
- c. If the Agency / Firm, in either of the above circumstances (s), does not remedy its failure within a period of 15 days (or such longer period as the Client may authorize in writing) after receipt of the default notice from the Client.

11. Confidentiality

- The Agency / Firm and their personnel shall not, either during the term or after expiration of this CONTRACT, disclose any proprietary or confidential information relating to the services, CONTRACT or the client's business or operations without the prior written consent of the Client.

12. Risk of Loss

- Agency / Firm agrees to bear all risks of loss, damages, or destructions of materials for the contact period and shall agree to recover the losses with ready backups.

13. Disputes/ Jurisdictions

a. All disputes, differences, claims and demands arising under or pursuant to or touching the CONTRACT shall be referred to the sole arbitrator i.e. the Director, Family Welfare. The award of the sole arbitrator shall be final and binding on both the parties under the provisions of the arbitration Act.1940 or by statutory modification reenactment thereof for the time being in force. Such arbitration shall be held at Bhubaneswar only.

b. In any / all matters and disputes arising there under, if cannot be resolved amicably, appropriate court in Bhubaneswar shall have jurisdiction to entertain and try them.

14. Extension of contract

- Basing on the performance and mutual consent, the contract may be extended beyond one year period. The agency / firm must agree to the same rate quotes in case of any extension of contract.

15. Termination of Contract

- DFW (SMCS Cell) may terminate the contract, at any time, if the service of the firm is found not up to the mark of the client. In the case of termination, the firm shall handover all scripts/contents/Source codes to the Client immediately, but not exceeding two working days from the date of receipt of such Termination Letter from the Client.

Annexure-I
Technical Bid

Name of the agency / firm:

Sl No	Qualification Compliance Checklist	Supportive Document Enclosed (Y / N)	Remarks
1	Three bids (EMD, Technical and Financial) separately enclosed		
2	EMD (Rs 7000/-) enclosed		
3	Original money receipt against purchase of Tender Papers from SMCS Cell enclosed		
4	Evidence of developing and maintaining similar system for three No. of Govt./PSU/Corporation enclosed		
5	Audited Statement of last three years showing min 50 Lacs turn over per year, enclosed		
6	Registered Organization. Details of registration enclosed		
7	Valid PAN No.		
8	Valid CST/OST		
9	Valid VAT Clearance		
10	Local Presence in Orissa		
11	Duly Signed Bid Document		
12	Min 10 Software developers currently working		
13	Min 15 software solutions developed (List enclosed)		
14	Copy of Technical Presentation enclosed		
15	Web-secured Audited Statement enclosed		

Signed on behalf of the agency / firm

Name:

Designation:

**Annexure-II
Financial Bid**

Name of the agency / firm:

Sl No	Work Details	Quoted Rate (Rs.)
1	Development and commissioning of the final and usable Software Package (including one year AMC)	
2	Annual Maintenance Cost for development, deployment, maintenance and promotion (Including Registration into various free Search engines) of the portal for subsequent years	
3	Designing and deployment of Dynamic Pages (per page)	
4	Designing and deployment of Flash images (in group) for provision of Video files with Sound and Animation facilities (per page)	
5	Integration of databases and modules/pages developed by other Agencies / Govt Deptts. into main interface as per the requirement of Client	
6	Simulation of modules/pages/scripts developed by other agencies of the client for the portal	
7	Development of static pages (beyond the 500 pages free limit) without changing the existing layout	
8	Any other page development (per page)	
9	Man Days Rate for any kind of Work	
10	Registration & Web Space of 2 GB capacity (for one year)	

Signed on behalf of the agency / firm

Name:

Designation: