#### NATIONAL PRODUCTIVITY COUNCIL

# (Under Ministry of Commerce & Industry, Govt. of India) Utpadakta Bhavan, 5-6 Institutional Area, Lodhi Road, New Delhi-110003

**Ref: RFQ No. IE/\_02\_/\_03\_/24-25**Date: February 11, 2025

# **CORRIGENDUM**

Subject: Amendments to RFQ for Design, Development, Hosting and Maintenance of Dashboard and Mobile Application

This is with reference to the RFQ issued on January 23, 2025, for Design, Development, Hosting and Maintenance of Dashboard and Mobile Application. Based on the pre-bid meeting and queries received from prospective bidders, the following amendments are hereby made to the RFQ:

- 1. Changes in Bid Submission Process
  - Mode of Submission: The bid submission process has been changed from onlineto offline/physical mode. Bidders must submit physical copies of their bids in sealed envelopes.
  - Submission Address: The Group Head (IE), National Productivity Council, 5-6
     Institutional Area, Lodhi Road New Delhi 110003
- 2. Amendment to Section 21 Eligibility Criteria, Clause (c): Original: "The agency with a minimum annual turnover/revenue of Rs. 3 crores from software development engagement..." Amended to: "The agency with an average annual turnover/revenue of Rs. 3 crores from software development engagement..."
- 3. Amendment to Section 8 Required Dashboard Components & Features: Addition of new module requirement:
  - o Regional Office Cost Management Module in web-based dashboard for tracking:
    - Hired personnel costs
    - Travel and boarding/lodging costs
    - Local conveyance costs
    - Procurement costs Note: This module is required only in the web-based dashboard, not in mobile applications.
- 4. Amendment to Section 2 Background and Objectives: Original: "Support for 500 concurrent dashboard users" Amended to: "Support for minimum 1000+ concurrent users with scalability up to 5000 users"

- 5. Amendment to Section 25 Evaluation Criteria: Clarification: References to "Dashboard" shall include all versions such as web portal and web-based dashboard.
- 6. Amendment to Section 9 Features of Survey Mobile App: Original: "Survey Mobile App" Amended to: "GIS Based Survey Mobile App"
- 7. Amendment to Section 21 Eligibility Criteria, Clause (b): Original requirement of operational office in NCR is relaxed.
- 8. Amendment to Section 15 General Terms & Conditions: The Agency shall mandatorily deploy one (1) regular employee at NPC premises during the first year of the contract, with the resource meeting all qualifications and experience requirements as specified in the original RFP. The continuation of onsite deployment for the second and third years shall be subject to NPC's assessment and decision, which will be communicated at least 30 days before the completion of the first year. Bidders must submit their proposals accounting for resource deployment costs for all three (3) years; however, in the event NPC determines that onsite deployment is not required for the second and/or third year, the corresponding manpower costs for such period(s) shall not be payable and the contract value shall be adjusted accordingly, while all other terms and conditions, including service levels and performance requirements, shall remain unchanged and binding. Irrespective of onsite deployment status, the Agency shall maintain all service levels, performance requirements, and remote support obligations as specified in the original RFP.
- 9. Amendment to Section 9 Features of Survey Mobile App: Following features are removed from scope:
  - o Route Optimization
  - o Map-based navigation
  - Barcode/OR code functionality
- 10. Amendment to Section 21 Eligibility Criteria: STQC requirement in work orders is no longer mandatory.
- 11. Amendment to Section 4 Comprehensive Audit: STQC audit requirement is removed as the application is not for public use.

#### 12. Revised Annexures

Various modifications have been made to the sample distribution, eligibility criteria, evaluation framework and bid formats. The revised annexures are attached herewith and replace the corresponding sections in the original RFP:

- 1. Deliverables and Time Frame (replaces Section 10.0)
- 2. Penalty Clause (replaces Section 16.0)
- 3. Termination for Insolvency & Default. (replaces Section 17.0)
- 4. Evaluation Criteria (replaces Section 25.0)
- 5. Format for Financial Bid Submission (Form-5)

### 13. IMPORTANT DATES

- Last Date for Bid Submission: February 21, 2025, 15:00 hrs
- Technical Bid Opening: February 21, 2025, 16:30 hrs
- Technical Presentation: To be communicated to qualified bidders
- Financial Bid Opening: To be communicated to technically qualified bidders

All other terms and conditions of the original RFP remain unchanged unless specifically modified through this corrigendum. Bidders are advised to submit their proposals strictly as per the revised requirements.

For any clarifications, please contact: Phone: 011-24607377;

Group Head (IE) For National Productivity Council

### **SECTION 10 -DELIVERABLES AND TIME FRAME**

S.No.	DELIVERABLE	TIMEFRAME	
1.	Signing of Contract Agreement & Submission of Performance Bank Guarantee	Within 7 days of issue of work order (T0)	
2.	Inception Report, SRS, FRS and Design Documentation	Within 10 days of signing of contract agreement (T0+10)	
3.	Development of Mobile Application & procurement of hosting server	Within 15 days of signing of contract agreement (T0+15)	
4.	User Acceptance Testing & Deployment of mobile application	Within 21 days of signing of contract agreement (T0+21)	
5.	Development of Dashboard	Within 35 days of signing of contract agreement (T0+35)	
6.	User Acceptance Testing & Deployment of dashboard	Within 45 days of signing of contract agreement (T0+45)	
7.	Maintenance and Support	For three years from the date of completion of deliverable at Sr. No. 6	
8.	Data Retention and Management	Total 5 years (3 years operational period + 2 years additional retention)	

# **Note:**

- 1. The development & Hosting process of mobile application has to be completed within an overall timeline of twenty-one (21) days. The agency must submit a detailed project plan encompassing all activities. While there may be variations in time limits for individual components, the overall timeline for completion of initial phases should not exceed twenty-one (21) days. The project plan will be evaluated as part of the technical evaluation.
- 2. Please refer penalty clause for not complying with above timeline.

#### **SECTION 16 – PENALTY CLAUSE:**

- 1) National Productivity Council (NPC) reserves the right to deduct the penalty either from Performance Bank Guarantee or from pending bills submitted for the work already performed by the agency.
- 2) The liquidated damages for delay by Bidder shall be applicable under following circumstances:
  - a. If the deliverables are not submitted as per schedule, the Agency shall be liable to pay 2% (Two Percent) of the proportional cost of the services applicable at that stage of deliverables (Schedule of Payment) for delay of each week. or part thereof subject to Sl. No. 3 below of this penalty clause.
  - b. If the deliverables are not acceptable to National Productivity Council as mentioned in Sl. No 2, Para (d) of this penalty clause, and defects are not rectified to the satisfaction of National Productivity Council within 30 (Thirty) days of the receipt of the notice, the Agency shall be liable for Liquidated Damages for an amount equal to 1% (One percent) of the amount admissible related to that stage of deliverables (as per Schedule of payment) for every week or part thereof for the delay in rectifying the deficiencies subject to Sl. No. 3 of this Penalty clause.
  - c. Notwithstanding, anything mentioned above, the Agency shall not be made liable for any delay due to non-availability of timely approval and timely review by National Productivity Council/ Ministry or its state level counterparts or any stake holders not directly attributable to the Agency.
  - d. If the deliverables submitted by the Bidder are not acceptable to National Productivity Council, reasons for such non-acceptance should be recorded in writing; National Productivity Council shall not release the payment due to the Agency. This is without prejudice National Productivity Council's right to levy any liquidated damages under Penalty clause. In such case, the payment will be released to the Agency only after it resubmits the deliverable and which is accepted by National Productivity Council.
  - e. The Agency has to ensure the Dashboard and Mobile Application & features are available for use for at least 98% of the working time in a month. If the downtime increases beyond 2% of total working time in a month, penalty as per the table given below may be levied.

S. No	Downtime % in a month as	Penalty for each month
	% of total working time	
1	<2%	No penalty
2	>=2% and <3%	0.5% of the total value of the contract
3	>=3% and <4%	1% of the total value of the contract
4	>=4% and <5%	2 % of the total value of the contract

A	5	>5%	National Productivity Council shall initiate
logb			termination of the contract
ook			

shall be maintained for keeping the records of each occurrence of downtime and entry shall be made in the logbook after mutual agreement.

- 3) The amount of liquidated damages for delay by Agency under this Contract shall not exceed 10 % (Ten Percent) of the total value of the Contract as specified in the contract agreement.
- 4) If the services of the Agency are found unsatisfactory and objectives of the study/survey are not fulfilled in spite of giving adequate opportunity to the Agency, National Productivity Council may forfeit the amount due in part or whole, in addition to performance guarantee.
- 5) Agency has to timely inform about network security firewalls to be installed so that no data/information is lost due to malwares or other system viruses. If some kind of data/information loss happens due to technical glitches, then penalty up to 5% of the contract value may be levied subject to Sl. No. 3 of this penalty clause.

#### SECTION 17 - TERMINATION FOR INSOLVENCY & DEFAULT

The contract between NPC and the selected agency may be terminated under various circumstances, each requiring specific procedures to ensure orderly transition and protection of interests for all parties involved. This section outlines the conditions, procedures, and obligations related to contract termination.

# 17.1 Termination for Insolvency

In the event the agency becomes bankrupt or otherwise insolvent, NPC maintains the right to terminate the contract by providing written notice of four weeks. This termination will occur without compensation to the agency, ensuring protection of public interests and resources. During the notice period, the agency must maintain all system operations and facilitate an orderly transition of services.

The agency must sustain system availability and performance throughout the notice period while preparing comprehensive documentation of current system status, operational procedures, and technical configurations. This documentation becomes crucial for ensuring service continuity through the transition period.

#### 17.2 Termination for Default

Contract termination may occur when the agency fails to meet its contractual obligations. Default conditions encompass failure to deliver services within specified timelines, inability to maintain performance standards, security breaches, non-compliance with statutory obligations, or unauthorized system modifications.

In the event that the cumulative delay across all project stages exceeds three (3) weeks from the stipulated timelines, the National Productivity Council (NPC) reserves the absolute and unqualified right to terminate the work order forthwith. Such termination may be executed through written notice to the Agency, and NPC shall not be obligated to provide any reason for such termination.

Upon identifying a default condition, NPC will issue a formal notice to the agency. The agency receives 30 days to implement corrective measures addressing the identified issues. Failure to adequately resolve these issues within the stipulated period empowers NPC to proceed with contract termination.

## 17.3 Termination for Change in Requirements

NPC reserves the right to terminate the contract when the underlying work requirement ceases to exist or undergoes substantial changes. This provision acknowledges that government policies, program requirements, or operational needs may evolve, potentially making the current system implementation unnecessary or requiring fundamentally different approaches.

In such cases, NPC will provide 90 days' written notice to the agency. This notice period allows for proper system documentation, data preservation, and orderly transition of services. Unlike termination for default, this scenario entitles the agency to fair compensation for services rendered and reasonable costs associated with early termination.

# **17.4 Voluntary Termination by Agency**

The agency may request contract termination by providing 180 days' written notice to NPC. Valid grounds for such requests include force majeure conditions exceeding 60 days, payment defaults by NPC exceeding 90 days, material breach of contract by NPC, or unforeseen technical complications that fundamentally impact service delivery.

The extended notice period ensures adequate time for NPC to arrange alternative service provision while maintaining system continuity. The agency must continue providing all contracted services throughout the notice period while preparing for systematic knowledge transfer.

## 17.5 Transition Requirements

Regardless of termination type, the agency bears responsibility for ensuring smooth transition of services. The transition period focuses on maintaining system continuity while transferring knowledge and assets to NPC or its designated new service provider.

During transition, the agency must provide comprehensive system documentation including current configurations, operational procedures, security implementations, and maintenance requirements. Knowledge transfer sessions must cover technical aspects, system administration, troubleshooting procedures, and security protocols.

### 17.6 Financial Settlement

Financial settlement procedures vary based on termination type:

For termination due to changes in work requirements, the agency receives compensation for:

- Services delivered until the termination date
- Reasonable demobilization costs
- Transition support expenses
- Resource reallocation costs
- Documentation and knowledge transfer efforts

In default scenarios, NPC will compensate for services rendered up to the termination date, less applicable penalties and damages. The agency must provide detailed service delivery documentation supporting their payment claims.

# 17.7 Data and Asset Management

Throughout any termination process, the agency must ensure:

- Complete preservation of all system data
- Secure transfer of all intellectual property
- Return of any NPC-provided assets
- Proper disposal of sensitive information
- Documentation of all data handling procedures

# 17.8 Post-Termination Obligations

Both parties maintain ongoing obligations following contract termination. The agency must continue protecting confidential information and intellectual property rights while providing emergency support during the transition if required. NPC must fulfill all legitimate payment obligations and provide necessary access and support during the transition period.

### 17.9 Communication and Documentation

All termination-related communications must follow formal channels with proper documentation. This includes:

- Written notices with clear justification
- Formal acknowledgments of receipt
- Documented transition plans
- Progress reports during transition
- Final handover documentation

This comprehensive framework for contract termination ensures protection of both parties' interests while maintaining system continuity and data security throughout the transition process. All termination activities must prioritize public interest, data protection, and service continuity.

**SECTION 25: EVALUATION CRITERIA** 

S No	Criteria	Scoring matrix	Maxim um Marks	Remarks
1.	Average annual turnover/ revenue in INR from assessment services only for last 3 financial years	<ul> <li>Equal to or greater than Rs 10 Crore: 15 marks</li> <li>Equal to or greater than Rs 7 Crore &amp; Less than Rs 10 Crore: 10 Marks</li> <li>Equal to or greater than Rs 5 Crore &amp; Less than Rs 7 Crore: 7 marks</li> <li>Less Than 5 Crore: 3 marks</li> </ul>	15	Form 2(A) and Audited financials to be enclosed.
2.	Experience in Design & Development of Dashboard and Mobile App for any Govt. Dept. in last three years of work order value.  (The project should be related to only software. No Hardware and software license related work will be considered as a part of the scope. Maximum 3 work orders are allowed in total.)	<ul> <li>Equal to or greater than Rs 90 Lacs: 15 marks</li> <li>Equal to or greater than Rs 70 Lacs&amp; Less than Rs 90 Lacs: 10 Marks</li> <li>Equal to or greater than Rs 50 Lacs &amp; Less than Rs 70 Lacs: 5 marks</li> </ul>	15	FORM- 3 + Work Order Copy + Security Audit Certificates
3.	Experience in development of Dashboard and GIS Based Survey Mobile Appand experience of getting the Dashboard and Mobile App Audited from CERT-IN Empaneled vendors.  (Govt. Dept.)	<ul> <li>11 to 14 Dashboard and Mobile app or More: 15 Marks</li> <li>8 to 10 Dashboard and Mobile app: 10 Marks</li> <li>4 to 7 Dashboard and Mobile app: 5 Marks</li> </ul>	15	FORM- 3 and Security Audit Certificates
4.	Number of regular/On roll Employees involved in software application development	<ul> <li>50 and above Employees: 10 marks</li> <li>Equal to or greater than 40 to &amp; less than 50 Employees: 7 marks</li> <li>Equal to or greater than 20 to &amp;Less than 40 Employees: 5 marks</li> <li>Less than 20 Employees: No marks</li> </ul>	10	FORM- 2 (B) and documentary evidence to be provided.

5.	Valid ISO 20000, ISO 27001, ISO 9001 Certificate and CMMI level-3 verified by CMMI Institute  (Validity of the certificates should be for the period of one year since the date of submission of EOI)	<ul> <li>CMMI level-3 verified by CMMI Institute, ISO 27001, ISO 20000 and ISO 9001: 10 marks</li> <li>ISO 27001 &amp; ISO 20000: 3 marks</li> <li>Only ISO 20000 OR ISO 27001: 2 marks</li> <li>Only ISO 9001 OR No certification: No marks</li> </ul>	10	FORM- 2 (C) and documentary evidence to be provided
6.	Agency/Firm with owned & secured data centre in India	<ul> <li>If owned, secured &amp; in India: 10 Marks</li> <li>If hired, secured &amp; in India: 5 marks</li> <li>If No: No marks</li> </ul>	10	FORM- 2 (C) and documentary evidence to be provided
7.	Understanding of the Project Approach, Methodology, Team Composition and Timelines.	To be submitted in Technical Proposal	10	FORM- 4
8.	<ul> <li>Company profile</li> <li>Understanding of project and Proposed Solution</li> <li>Innovative Ideas and Suggestion</li> </ul>	Technical Presentation	15	

### FORM- 5: FORMAT FOR FINANCIAL BID SUBMISSION

Subject: Design, Development, deployment, Testing, Security Audit, Hosting of Dashboard and Mobile Application and its Maintenance up to three years.

Dear Sir,

I/We, the undersigned having examined the above referred RFQ and hereby offer to submit our bid to undertake the subject assignment with total bid value and break-up furnished below.

Sr.	Project Cost Head	Cost	GST	Amount
No.		<b>(A)</b>	<b>(B)</b>	$(\mathbf{C}) = (\mathbf{A} + \mathbf{B})$
		(Rs.) where	( <b>Rs.</b> )	( <b>Rs.</b> )
		is 1 <sup>st</sup> year		
		,2 <sup>nd</sup> year		
		and 3 <sup>rd</sup>		
		year		
		breakup		
	Design, Development, Testing,			
1	Security Audit, Hosting of			
1	Dashboard and Mobile			
	Application			
	Deployment and Maintenance as			
2	per terms and conditions for 36			
	months			
3	Manpower Deployment at NPC			
3	for 36 months			
4	Data Retention for 4 <sup>th</sup> year and			
4	5 <sup>th</sup> Year			
		Total Amount	(Bid Value) Rs.	
Total l	Bid Value in			
words	: Rs.			
	, 			

The quoted rates include all the charges payable in full compliance to the Scope of Work and other terms specified in the RFQ document.

Yours sincerely,

Authorized Signature [In full and Initials]:
Name and Title of Signatory:
Name of Firm:
Address:
Location: