

**NOTICE INVITING
TENDER**

**FOR DESIGN AND DEVELOPMENT OF WEBSITE FOR THE OFFICE OF
DEVELOPMENT COMMISSIONER COCHIN SEZ**

**IN
THE OFFICE OF THE DEVELOPMENT COMMISSIONER, COCHIN SEZ**

PREFACE

The office of the Development Commissioner Cochin Special Economic Zone a subordinate office under the Ministry of Commerce and Industry, Government of India is inviting tenders for design and development of website for the office of Development Commissioner, Cochin SEZ. In this regard, this office is inviting tender from firms meeting the prescribed qualifying criteria as mentioned in the tender document.

The firms may submit their bid with all necessary documents along with the covering letter duly signed by an authorized signatory on or before 06.01.2023 at 15:00 Hrs at the following address.

**Office of the Development Commissioner,
Cochin Special Economic Zone,
Sea Port Airport Road,
CSEZ PO
Kakkanad
Cochin 682037.**

CONTENTS

Sl No	Description	Page No:
1.	Part I	
1.1	Notice Inviting Tender	4
2.	Part II	
2.1	Introduction	5
2.2.1	Eligibility Criteria	5-6
2.2.2	Additional Documents to be submitted	6
2.3	Selection Process	
2.3.1	Study of Scope	6
2.3.2	Bidding Process	7
2.3.3	Criteria for Technical Weightage (TW)	8
2.3.4	Criteria for Financial Weightage (FW)	9
2.3.5	Criteria for Final Score (F)	9
2.3.6	Other Terms and Conditions of Evaluation Criteria	9
2.3.7	Instruction to Bidders	10-15
2.3.8	Payment	15
2.3.9	Timelines	16
2.4	Scope of work	
2.4.1	Development of Website	16-17
2.4.2	Preparation of Hosting environment	18
2.4.3	Configuration of the email server	18
2.4.4	Terms and Conditions	18-19
2.5	Declaration	20
3.	Post Warranty Maintenance	20
4.	Settlement of Disputes & Arbitration	21
5.	Liquidated Damages for delays and Penalties	22
6.	Part III	
	Annexure I: Checklist / Format of Application Form	23
	Annexure II: Form 1 –Technical Bid Format	24
	Annexure III: Form 2 –Additional details pertaining to Form-1	25
	Annexure IV: Form 3 - Statement of Annual Turnover	26
	Annexure V: Financial Bid Format	27
	Annexure VI: Approach and Methodology	28

PART – I
NOTICE INVITING TENDER (NIT)

CSEZ-CSZOH(PURS)/1/2022-SEZ Cochin Dated. 02.12.2022

Subject: Design and Development of a Website for the office of Development Commissioner Cochin SEZ.

Tenders are invited by Development Commissioner, CSEZ on behalf of President of India from eligible and registered firms for Development of web modules for the operation of the office of the Development Commissioner CSEZ

1.	Name of the work	Development of websites for Development Commissioner, CSEZ
2.	Location	CSEZ, Kakkanad, Cochin, Kerala
3.	Tender Document	The Tender document can be downloaded from www.csez.com www.eprocure.gov.in from 02.12.2022 18:00 Hrs onwards
4.	Validity of Tender	60 days
5.	Last date & time of submission of queries	01.01.2023 up to 13:00 Hrs via emails mentioned in Tender
6.	Pre- Bid Meeting	Pre-Bid meeting will be conducted through virtual mode on 29.12.2022 11:00 Hrs. All parties shall send their name, and e-mail id's before 28.12.2022 12:00 Hrs in the e-mail mentioned in the Tender.
7	Last date and time of Submission of Tender	06.01.2023 at 15:00 Hrs
8	Date and Time of opening of Technical Bids	06.01.2023 at 16:00 Hrs
9	Contact Person for queries	Assistant Development Commissioner (Admin), Cochin Special Economic Zone, Kakkanad, Kochi, Kerala
10	Submission of Proposal to be addressed to	Development Commissioner, Cochin Special Economic Zone, Kakkanad, Kochi, Kerala

(Sd/-)

Assistant Development Commissioner (Admin)
Cochin Special Economic Zone

PART - II

2.1 INTRODUCTION

Office of the Development Commissioner, Cochin Special Economic Zone (CSEZ) is one among the 7 DC, offices functioning under the Administrative control of the Department of Commerce, Ministry of Commerce & Industry, and Government of India. This office acts as a single window for obtaining various licenses for SEZs and EOUs operating in Karnataka, Kerala, Mahe, and Lakshadweep. Accordingly, Tenders are invited from interested, experienced, registered firms meeting the prescribed qualifying criteria as mentioned in tender document for Development of Website for the Office of Development Commissioner, Cochin SEZ.

2.2.1 ELIGIBILITY CRITERIA

While submitting the proposal, the applicant shall ensure that the applicant meets the conditions of eligibility as described below:

SI No	Qualification	Criteria	Mandatory Documentary Evidence to be Submitted
1	Legal Entity	Bidder must be Registered Company / MSME in India under the Companies Act	<ul style="list-style-type: none">• Company Profile• Copy of Certificate of Incorporation
2	Annual Turnover	Average Annual financial turnover should be at least 20 lakhs during any three of the financial years ending 2017-18, 2018-19, 2019-20, 2020-21	<ul style="list-style-type: none">• Audited Balance Sheets• Certificate duly audited by CA
3	Profit/Loss	Should not be a loss-making firm during any three of the financial years ending 2017-18, 2018-19, 2019-20, 2020-21	<ul style="list-style-type: none">• Audited P & L statement• Certificate duly audited by CA
4	Blacklisting	Bidder should not have been banned or delisted by any Government or Quasi-Governmental bodies/PSUs	<ul style="list-style-type: none">• Self-Declaration in Letter Head government or PSU's. If banned/delisted it must be clearly stated.
5	Technical Capability	Bidder should have successfully completed (minimum two projects with two different clients) with similar scope of work in State / Central Ministries/ Departments OR	<ul style="list-style-type: none">• Relevant Support Certificates.• Copies of Supply Order & Project completion certificate.

		Bidder should have successfully completed Design & Development of dynamic web sites and web portals during the last 5 years (Minimum 5 web sites)	
6	On-Site Support	Branch office in Cochin, Kerala	<ul style="list-style-type: none"> • Undertaking of the list of offices. • List of technical support personnel for the region.

2.2.2 ADDITIONAL DOCUMENTS TO BE SUBMITTED

The following documents also need to be submitted along with the bid. Non submission of the below documents will result in the disqualification of the bidder

1	Signatory	Signatory for signing the contract	<ul style="list-style-type: none"> • Power of Attorney in the name of the authorised signatory
2	Tax	PAN and GSTIN	<ul style="list-style-type: none"> • Copy of PAN Card • Copy of GSTIN
3	Integrity Pact	Integrity Pact as per format	<ul style="list-style-type: none"> • Integrity Pact as per Central Vigilance Commission website https://pledge.cvc.nic.in
4	Training	The Successful bidder is required to provide free of cost training for personnel of CSEZ	<ul style="list-style-type: none"> • Undertaking for same.

2.3 SELECTION PROCESS:

2.3.1 STUDY OF SCOPE

Intending Bidder(s) have to visit the current CSEZ website to examine the web pages, modules, external links, User Interface and satisfy themselves before submitting their bids.

Intending Bidder(s) shall attend the Pre-bid meeting scheduled on 29.12.2022 11:00 Hrs to acquaint themselves with extend of the scope of work involved and seek clarifications regarding the nature of work involved during or after the meeting by corresponding with the Contact Person assigned for handling queries.

A bidder(s) shall be deemed to have full knowledge of the scope whether he examines it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed.

The bidder(s) shall be responsible for arranging and maintaining at his own cost all equipments, materials, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder(s) implies that he has read this notice has made himself aware of the scope and specifications of the work and other factors having a bearing on the execution of the work.

2.3.2 BIDDING PROCESS

Intending Bidders shall submit two bids (Technical Bid and Financial Bid) in two sealed envelopes separately clearly mentioning "Technical" and "Financial" proposals as such. Technical Bids of all Bidders shall be evaluated to determine as to whether they meet the Eligibility Criteria of the tender document for undertaking the Project. Once it is determined that the Bidder fulfils the Minimum Eligibility Criteria and the Bid is responsive, those bidders have to make a Presentation at the Office of Development Commissioner before the tender evaluation Committee. The evaluation shall be based on the technical parameters. The weightage for the technical parameters shall be 70% and the financial parameters shall be 30%.

In the case of Core Team members, the proposal should contain all the documentary evidences to substantiate the claim for technical weightage criteria set in 2.3.3 below i.e. Names, CVs and duration of association of personnel who will be engaged in the said work/ activities (duly signed CVs must have name and nationality of staff, profession/ designation of staff, proposed position in the team, the number of years with the firm, key qualifications, academic background, experience and languages known). Each CV should be a maximum of 4 pages and signed (by the key personnel) confirming that the information given in the CV is correct.

Moreover, Firm/ Agency is supposed to present a 5 page write up on the methodology it intends to follow to undertake Proposal for carrying out the scope of work of this tender along with timelines for project completion which must not exceed 90 days from date of awarding of contract.

Only firms which score a minimum of 70% points out of maximum 100 in the Technical bid shall qualify for the financial bid.

Financial bids of those firms who did not qualify in the Technical bid due to non attainment of minimum 70% threshold will not be opened and subsequently will be returned to the bidder.

Financial Bid or traces of information regarding financial bid should not be included in the Technical Bid. If found so, the bid shall be summarily rejected.

Technical Bids are to be submitted to determine that the bidder has a full comprehension of the tendered work. Where a bidder's technical submission is found non-compliant with the requirement or work, it may be rejected. The Financial Bid will be opened only for the agencies whose technical bids are accepted by the competent authority.

2.3.3 CRITERIA FOR TECHNICAL WEIGHTAGE (TW)

SI No	Technical Evaluation Criteria	Maximum Marks
1	Experience in Design, Development of dynamic web sites and web portals during the last 5 years (Minimum 5 similar web sites)	15
2	Experience in development of multilingual web sites for State / Central Ministries or departments (minimum two) in the last five years	20
3	CMMI level 3 /4 /5	5
4	Design Templates (minimum 2 templates) to be presented before the Tender Evaluation Committee (TEC). Score will be as per assessment of the Tender Evaluation Committee	10
5	Proposed Methodology, execution plan and features, support offered Etc. Score will be as per assessment of the Tender Evaluation Committee	10
6	UI/Ux Designer - with 5 years experience in designing websites with cross platform functionality.	5
	Project Lead - with 10 years experience in software development	18
	Web Developer/Software Engineer - with 7 years experience in development of websites across different platforms.	12
	Network and Server Architect - Should have 5 years of experience in network and hosting environment.	5
	Total Technical Score (T)	100

The bidders who get 70 marks or above under Technical Score will only be considered for Financial evaluation.

Technical Weightage (TW): The technical score (T) marks scored by the bidder in technical evaluation shall be calculated to 70 points as below:

TW = T*0.70 where **T** is the **Technical score** awarded to the bidder as per Technical Evaluation Criteria.

2.3.4 CRITERIA FOR FINANCIAL WEIGHTAGE (FW):

The **financial scores** of all proposals will be determined by

Financial Evaluation	Maximum Marks
Financial Score (F) = $\frac{\text{Financial Value of Lowest Evaluated Tender Proposal}}{\text{Value of Financial Proposal of the Bidder}} \times 100$	100
Total Financial Score (F)	100

Financial Weightage (FW): The marks scored by the bidder in financial evaluation shall be calculated to 30 points as below:

$$\text{Financial Weightage (FW)} = F * 0.30$$

2.3.5 CRITERIA FOR FINAL SCORE (F):

Proposals will be ranked according to their combined **Technical Weightage (TW)** and **Financial Weightage (FW)**. The combined Final score shall be calculated as:

$$F = TW + FW$$

The bidder with the **highest Final score (F)** will be considered as the successful bidder who will be awarded the contract.

2.3.6 OTHER TERMS AND CONDITIONS OF EVALUATION CRITERIA ARE AS UNDER:

If deemed necessary, CSEZ in its sole discretion can make required variations in the cut off points for technical evaluation including criteria for technical evaluation.

The Tender Evaluation Committee may choose to conduct technical negotiation or discussion with any or all the Bidders. The decision of the Tender Evaluation Committee in the evaluation of the Technical and Financial bids shall be final and binding on all the parties.

Any effort by a Bidder to influence the Tender Evaluation Committee's processing of Bids or award decisions may result in the rejection of the Bid.

Failure of the Bidder to agree with the Terms & Conditions of the Tender/ Contract shall constitute sufficient grounds for the annulment of the award of contract, in which event the contract may be awarded to the next most responsive bidder.

Please note:

- There should be no mention of prices in any part of the bid other than the financial bids.
- Unit prices for each component of the financial proposal should be mentioned. Any spelling mistakes or incomplete information furnished would invite for a disqualification of the bid.
- Basic price and GST should be shown separately in the financial bid. If no segregation is given, it will be presumed that the price includes the applicable GST element.
- Substantially Responsible Bids: A substantially responsive Bid is one, which conforms to all the requirements, terms, conditions and specifications of the tender document.

2.3.7 INSTRUCTIONS TO BIDDERS

1. The Tender document can be downloaded from www.csez.com, www.eprocure.gov.in from 02.12.2022 onwards. All costs & expenses associated with the submission of Tender shall be borne by the company for submitting the application and the Office of the Development Commissioner, CSEZ shall have no liability in any manner in this regard or if it decides to terminate the process of short-listing for any reason whatsoever. While submitting the tender, the bidder shall ensure that the bidder meets the conditions of eligibility described in the tender document. Failure to comply with the requirements spelled out in the tender Document shall make the proposal liable to be rejected.
2. The bid must be accompanied by a letter on firm's letter head showing the full registered name(s) and registered office address of the bidder. It should be signed by a person of suitable authority to commit the bidders to a binding contract.
3. Development Commissioner, CSEZ reserves the right to verify all statements, information, and documents submitted by the applicant in response to the Tender Document. Failure of the office of the Development Commissioner, CSEZ to undertake such verification shall not relieve the applicant of its obligations or liabilities hereunder nor will it affect any rights of the office of the Development Commissioner CSEZ thereunder.
4. The Tender document shall be submitted by the bidder duly signed on each page of the document. In case the proposal is submitted as per the document downloaded from the official website, the applicant shall be responsible for its accuracy and correctness as per the version uploaded by office of the Development Commissioner CSEZ and shall ensure that there are no changes caused in the content of the

downloaded document. In case of any discrepancy between the downloaded or photocopied version of the Tender document and the original Tender document issued by the office of the Development Commissioner CSEZ, the latter shall prevail.

5. The Organization should submit their Proposal with Cover Letter in two separate envelopes marked as ENVELOPE-A and ENVELOPE-B.
 - Cover Letter: - The cover letter must clearly mention the name, address, telephone and email id of the authorized person who will serve as the primary point of contact for all communication. The person who is signing the cover letter and the proposal should have authorization.
 - Envelope-A: - One Hard Copy of Technical Proposal, in original, with signature of authorized personnel and stamp/ seal of the organization. The sealed envelope should be superscribed with the wordings **“TECHNICAL PROPOSAL FOR DESIGN AND DEVELOPMENT OF WEBSITE FOR THE OFFICE OF DEVELOPMENT COMMISSIONER COCHIN SEZ”**
 - Envelope - B: - One Hard Copy of Financial Proposal, in original with signature of authorized personnel and stamp/seal of the organization. The sealed envelope should be superscribed with the wordings **“FINANCIAL PROPOSAL FOR DESIGN AND DEVELOPMENT OF WEBSITE FOR THE OFFICE OF DEVELOPMENT COMMISSIONER COCHIN SEZ”**.

Each document in the two envelopes of Proposal should be a complete document and should be bound as a volume separately. Each of the document should be page numbered and appropriately flagged and contain the list of contents with page numbers. Different copies must be bound separately. The deficiency in documentation may result in the rejection of the Proposal. This envelope shall be sent to the Development Commissioner, Cochin Special Economic Zone, CSEZ Administration Building, Kakkanad, Kochi – 682 037.

The Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated above. Any Proposal received after the closing time for submission of proposals shall be returned unopened. CSEZ does not take any responsibility for the delay and any explanation for the same.

The sealed cover should also clearly indicate the name, address, and telephone number of agencies to enable the proposal to be returned unopened in case it is declared "Late".

The soft copy of the Technical Proposal should be submitted, in the form of a Pen Drive and placed in appropriate envelope. The Pen drive must be duly signed by the Firm/ Agency using a “Permanent Pen/ Marker” and should bear the name of the Agency.

Agency must ensure that the information furnished by him/her in respective Pen drives is identical to that submitted by him/her in the original paper document. In case of any discrepancy observed in the contents of the Pen Drives and original paper documents, the information furnished in original paper document will prevail over the soft copy. The firm will bear all costs incurred in connection with the preparation and submission of the proposal and to bear any further pre-contract costs.

The proposal should contain all the documentary evidences to substantiate the claim for Eligibility criteria set in clause 2.2.1 above.

Moreover, Firm/agency is supposed to present a 5 page write up on the methodology it intends to follow to undertake Proposal "FOR DESIGN AND DEVELOPMENT OF WEBSITE FOR THE OFFICE OF DEVELOPMENT COMMISSIONER COCHIN SEZ" along with timelines for project completion which must not exceed 90 days from date of awarding of contract.

6. The right to suspend the short-listing process or part of the process to accept or reject any or all applications at any stage of the process and/ or to modify the process or any part thereof at any time without assigning any reason therefore is reserved by the Development Commissioner, CSEZ without any obligation or liability whatsoever.
7. **Language of Bid:** The Bid and all related correspondence and documents relating to the Project shall be in English language only. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate English translation which shall be certified by a qualified translator. Any material that is submitted in a language other than English and which is not accompanied by an accurate English translation will not be considered.
8. **Currency of Bid:** Bid prices shall be quoted in Indian Rupees (INR). Tender submitted by tenderer shall remain valid for acceptance as mentioned in NIT from the date set for submission of the tender. The tenderer shall not be entitled within the said period to revoke or cancel or vary the tender given or any item thereof, without the consent of CSEZ.
9. The bidder, whose tender is accepted, will be required to furnish performance guarantee of 5% (Five percent) of the contract amount within seven days of issue of the letter of intent depending on the magnitude and/ or urgency of work. Performance Security may be furnished in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or, Online payment in an acceptable form, safeguarding the purchaser's interest in all respects.

10. The bidder whose tender is accepted will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 2.5% of the contract value of the work. Otherwise, the Security deposit will be collected by deductions from the running bills as well as final bill of the contractor at the rates mentioned above. The Security amount will also be accepted in the shape of Government Securities. Fixed Deposit Receipt of a Scheduled Bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is enclosed.
11. Undertaking from the firm that:
- i) There has not been any disciplinary action initiated or contemplated or pending/ suspension of practice against the entity or debarment from conducting any activity, by RBI/ C&AG or other financial sector regulator / statutory authority during the last five years.
 - ii) None of the partners/ employees of the firm have been convicted of any offence involving moral turpitude or have been found guilty of any economic offence.
 - iii) No appeal/ unresolved dispute/ suit/ case/ application has been pending at any court of law/ Tribunal in India regarding the existence of the business/ right to carry on practice of the firm or any of its partners/ directors.
12. **Conflict of Interest:** Bidders must disclose in their bid, details of any circumstances, including personal, financial and business activities that will, or might, give rise to a conflict of interest. Where bidders identify any should state how they intend to avoid such conflicts. Development Commissioner, CSEZ reserves the right to reject any bid which, gives rise, or could potentially give rise to, a conflict of interest, including on account of association with any intermediaries registered with CSEZ.
13. The bidders shall sign a declaration under the Officials Secret Act 1923, for maintaining secrecy of the tender documents drawings or other records connected with the work given to them.
14. **Indemnity :**The successful bidder shall exercise reasonable skill, care and diligence in the performance of the assignment and indemnify and keep CSEZ, its members, officers, employees etc., indemnified at all times in respect of any loss, damage, harm or claim whatsoever, arising out of or related to any breach of contract, violation of any law/ rule, breach of statutory duty or negligence by the firm or by its staff, employees, agents or subcontractors, in relation to the performance or otherwise of the Services to be provided under the present tender and Contract thereto.
15. **Assigning to Others:** The successful bidder shall not, without the prior written consent of Development Commissioner, CSEZ assign or transfer or cause to be assigned or transferred, whether actually or as the result of takeover, merger or

other change of identity or character of the successful bidders, any of its rights or obligations under present tender and Contract thereto or any part, share or interest therein. Upon any such assignment or transfer, this engagement may forthwith be terminated by CSEZ.

16. **Termination:** CSEZ may, at its sole discretion and at any time, terminate the Contract with the successful bidder/ firm by giving a month's notice, and inform the firm of CSEZ's decision by written instructions to that effect. Termination could also take place on such breaches as may be specified in the Contract. In the event of the Contract being so terminated, the firm shall take such steps as are necessary to bring the Services to an end, in a cost effective, timely and orderly manner, without making any claim of whatsoever nature, against CSEZ or any of its officers, employees, etc.
17. **Validity of Bids:** The Bids submitted shall remain valid for a period of 60 days from the date of bid submission. If the bid validity given in the received bid is lesser than the period specified, the Bid will be rejected as non-responsive. The Successful Bidders should extend the price validity till the completion of the order or as requested by CSEZ.
18. **Modification and Withdrawal of Bids:** The Bids once submitted may not be allowed to be modified or amended or withdrawn at any cost.

The Tender should contain the following documents:

1. Tender document and Checklist as per Annexure 1 with specified documents attached as annexure.
2. A copy of the Tender Document signed, at the bottom of all pages as a token of acceptance of all terms and conditions.
3. Certificates as per Tender.
4. Soft Copy in the suitable format of the Proposal on a USB Drive.
5. If the envelope is not sealed and marked as instructed above, the office of the Development Commissioner CSEZ assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted. Office of the Development Commissioner CSEZ is not responsible for the non-receipt or delayed receipt of tender document send through courier or post.

Note:

1. The Proposal shall be made in the Forms specified in this Tender Document. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include

photocopies of the relevant pages of printed documents.

2. Tender received by the office of the Development Commissioner CSEZ after the specified time on the due date shall not be eligible for consideration and shall be summarily rejected.
3. In exceptional circumstances, the office of the Development Commissioner CSEZ may request the bidder's consent for an extension to the period of bid validity. The request and the response thereto shall be made in writing. A bidder accepting the request and granting an extension will not be permitted to modify his bid.
4. Office of the Development Commissioner, CSEZ is not bound to accept any tender and reserves the right to accept or reject any tender, and reserve the right to annul the selection process and reject all tender at any time before the award of the selection without assigning any reason(s) whatever and without thereby incurring any liability towards the affected participant(s) on this ground.

2.3.8 Payment:

Payment terms are as follows:

Development	10% Advance after furnishing security deposit in the form of Bank Guarantee as per the clause 10 of 2.3.7 of the tender document
	50% after completion of development of the software, conversion of data and report generation as per the satisfaction of CSEZ
	10% after satisfactory User Acceptance Test and completion of change requests based on UAT feedback
	10% on Security Audit
	20% Hosting in Cloud Server, SSL certificate, Domain name integration, etc & Launch
Maintenance (After initial free maintenance period of 1 year warranty)	Quarterly - at the end of every quarter on producing invoice and report of work done.

1. No interest will be paid for delayed payments
2. Payments will be made after deducting TDS on Income tax
3. GST as applicable.

2.3.9 Timelines:

	Activities	Time frame
1	Project Start date (Award / Acceptance of the order)	T
2	Signing of Agreement and sharing of source code	T + 7 days
3	Development, Data porting and reports	T + 45 days
4	User Acceptance Testing (UAT)	T + 54 days
5	Changes to be made based on UAT feedback	T + 60 days
6	Security Audit	T + 85 days
7	Hosting in Cloud Server, SSL certificate, Domain name integration, etc	T + 87 days
8	Launch	T + 90 days

2.4 Scope of Work

The scope of this tender covers the following areas of development of web modules for the office of Development Commissioner, CSEZ.

2.4.1 Development of Website for office of the Development Commissioner, CSEZ

1. The scope of the work includes development of website for the Office of the DC, CSEZ adhering to the latest Guidelines for Indian Government Websites prepared by National Informatics Centre and adopted by Department of Administrative Reforms and Public Grievances (DARPG), Ministry of Personnel, Public Grievances & Pension, Government of India.
2. The website should have page/ pages for publishing of information about this office and hyperlinks to other government websites. The necessary information to be published on the new website can be referred from the current website of CSEZ [<https://csez.com>]. The website should be built dynamically. The existing information published on the current website has to be migrated to the new website. All necessary links or pages present in the current website have to be redesigned and incorporated into the new website.
3. The scope of the work also includes the development of any other pages relevant to be published / available.
4. The existing data in MySQL & SQL Server is to be ported to the new application to maintain continuity of data.
5. The bidders shall do a requirement study and finalize the requirements to be incorporated in the proposed web based application.
6. The new system must carry forward the old data from the existing application so that the previous data based analysis can be carried out in the new system.

7. An admin panel for updating the website has also to be developed alongside the master website. The data available on the existing website has to be migrated and suitably incorporated into the new website.
8. The website modules and related pages before hosting on the server has to be securely audited and Safe-to-Host certificate should be issued by the CERT-in (the Indian Computer Emergency Response Team) empanelled agency.
9. The website and related pages have to be got Standardisation Testing and Quality Certification (STQC) certification for the website the details of which can be accessed from <https://www.stqc.gov.in>.
10. As and when dynamic changes are made to the website, a re-audit of the website is required to be done.
11. Website and related pages are to made "Accessible for ALL" (i.e.Divyangjan friendly).
12. Website and related pages have to installed with valid SSL security certificate.
13. There should be provision for access controlled data entry/ view/ modification of statistics data.
14. Integration or updation of existing statistics software with the new system would be the responsibility of the successful bidder.
15. The successful bidder shall provide necessary user training, user manual/ short videos/etc.
16. The successful bidder will be providing support for change requests, maintenance, updating and modifications including onsite support for personnel on the new system for a period of one year.
17. The successful bidder shall advise for making provisions for server space and maintenance of the data base.
18. The successful bidder shall carry out any other works/requirements as deemed fit by CSEZ.
19. The successful bidder shall assist the Computer Cell, CSEZ in sending monthly reports in respect of website/portals informing whether relevant information, current officer hierarchy, vacancy, tender, and other vital details, are properly available and are up-to date for public viewing.

2.4.2 Preparation of hosting environment

The successful bidder on execution of the contract shall advise on the hardware requirements needed for stable and secure hosting of the website. The successful firm shall also assist in making suitable installation of the hardware and software, configuration of the firewall, hardening of the servers and network. Besides any hardware requirements other than the available resources required for the development has to be mentioned on the tender submitted to this office.

2.4.3 Configuration of the email server.

The email associated with the domain @csez.gov.in has to be configured in the new server. The existing users in the mail has to be restored, the email system has to be suitably hardened to avoid any cyber attacks.

2.4.4 Terms and Conditions:-

- i) The Web modules have to be developed as per the **Guidelines for Indian Government Websites(GIGW) published by the Ministry of Electronics and Information Technology.**
- ii) The language/ framework/database applications etc used for the development of the website should be of the latest industrial standard with Long Term Support.
- iii) The web modules and database structures should have provisions to facilitate the expansion of the modules.
- iv) The existing source code and data will be provided to the successful bidder and they have to share source code with CSEZ from time to time during the period of contract.
- v) The websites developed should be compatible for viewing on laptops, desktops, and Mobile.
- vi) The websites should have suitable translation features to present the content of the websites in English, Hindi, Kannada, Malayalam, or any other languages as recognized in the 8th Schedule of the Constitution.
- vii) The websites should have accessibility provisions for Divyang and should be compatible with mobile, tablets etc.
- viii) The information pertains to a person, login details, or of any sensitive nature should be encrypted and stored in the database.
- ix) The reset password request has to be processed through OTP authentication.
- x) The website should be audited [undergo penetration testing] and certified by an agency recognized by the Government of India.

- xi) The Software modules developed will be the property of the Cochin Special Economic Zone, Ministry of Commerce and Industry, Govt. of India and will hold all the rights on these modules. The full Source code on the modules developed/ modified shall be made available to this at the time of installation of the modules. All content should be stored and kept confidential and should not reuse/ replicate/ transfer to anyone else.
- xii) The Agency should provide all admin/ user manuals. They should also provide support for all future upgrades/ initiatives of CSEZ related to website. The Agency shall not sublet whole or part of the work to any other agencies.
- xiii) The Agency shall execute, comply and organize the function, in accordance with the contract to the complete satisfaction of CSEZ.
- xiv) The Agency may engage enough manpower so as to complete the project in time. In case of default on the part of the Agency in carrying out any order, CSEZ shall be entitled to get the work done by any other persons and all expenses consequent thereon or incidental thereto shall be borne by CSEZ and will be deducted by CSEZ from any money due or it may become due to the Agency.
- xv) The decision of CSEZ in the matter arising out of this contract shall be final and binding in regard to all matters relating to the contract. In the event of the Agency committing breach of any of the above terms and conditions or the services of the Agency being found to be unsatisfactory, the contract can be terminated by CSEZ even before the expiry of the period of agreement by giving 15 day's notice to the Agency. Even otherwise the CSEZ will have the right to terminate the engagement of Agency by giving one month's notice.
- xvi) CSEZ shall have right to issue addendum to tendered documents to clarify, amend, modify supplement or delete any of the condition, clause or items stated therein. Each addendum shall form a part of the original invitation to tender.
- xvii) The successful bidder will have to sign a contract agreement with the authorized official of the CSEZ on a Rs. 200/- non-judicial stamp paper. All the terms and conditions, scope of work etc. contained in the tender documents shall form part of and shall be taken as if they were included in contract agreement to be executed with the Agency.
- xviii) The CSEZ reserves the right to accept or reject any or all the tenders at any stage of the tendering process without assigning any reason thereof. The CSEZ in this regard will entertain no claim or complaint. In the event of the Agency committing a breach of the contract the CSEZ is entitled to receive from the Agency compensation to the extent of loss incurred as determined by the CSEZ for any loss or damage caused to the CSEZ.
- xix) The bidder should reserve a minimum qualified dedicated team as listed in the Core Team members in Clause 2.3.3 to carry out the work smoothly.
- xx) The web modules developed shall not be distributed in part or in full to any third party without obtaining prior permission from the Development Commissioner, CSEZ in writing.
- xxi) Necessary training on the module shall be imparted to CSEZ Officials. User manuals for CSEZ officials and end-users have to be provided.

- xxii) CSEZ and its officials shall be indemnified from any dispute arising out of using any third-party components while developing the modules.
- xxiii) The Modules developed should be covered with one year of warranty from the date of completion of the work; any issues arising in the modules or the hosting environment have to be rectified with minimum downtime. No extra charges will be provided for any other reasons. Following application support plan should be covered under warranty.
 - a. Change requests and additions to Web pages.
 - b. Troubleshoot/ fix simple application user interface-related queries.
 - c. Assist application users in understanding application's functionalities.
 - d. Performing standard base services such as application health checks and preventive maintenance.
 - e. Critical issues will be addressed and fixed within 48 hours.
 - f. Non-show stoppers and non-critical issues will be fixed within 5 working days.
 - g. Support will be provided on all working days (Monday to Friday) from 10.00 AM to 06.00 PM except on Public holidays.
 - h. Any modification in the software after acceptance shall be done free of cost during the first year of implementation.

2.5 Declaration

A declaration may be submitted in the following format.

DECLARATION

I/We have completely read and hereby accept the scope of work, requirements, terms & conditions, post warranty, Settlement & Disputes conditions.

Signature of bidders' authorized representative with seal:
Full address:

3. Post Warranty Maintenance

Post Warranty Maintenance based on the performance of the company, may be extended further for a period of upto five years. This includes all types of modifications to the website & technical support for the smooth running of the web & modules. One-time Charges per year claimed shall be quoted in the financial bid.

The schedule for attending the issue may be required to be adjusted as per requirements of the Office of the Development Commissioner, CSEZ and post-warranty maintenance/ support has to be carried out as per the direction of the Computer Cell, CSEZ or any authorized officials of CSEZ. Any maintenance/ urgent changes which is required to be carried out in the module for the smooth operation/ ensuring the security of the application have to be intimated and permission has to be taken before implementation.

It will be the responsibility of the bidder to comply with all statutory obligations on its part arising out of this tender.

The agency shall be required to undertake full responsibility for the safe custody and to maintain secrecy / proper care of documents/ data supplied by the Office of the Development Commissioner, CSEZ. Each document and data provided by Office of the Development Commissioner, CSEZ will have to be kept strictly confidential and no part of it shall be divulged to any person at any time without written authorization from the Office of the Development Commissioner, CSEZ. In case of lapse, the agency will be fully responsible for the consequences.

The Files, Database, Tables, data / images shall be the property of the Office of the Development Commissioner, CSEZ. The agency should transfer the Files, Tables, and Database to the servers assigned for this purpose by Office of the Development Commissioner, CSEZ. At any point of time, Office of the Development Commissioner, CSEZ should have access to all the data (csv, xml etc) related files containing the information of the records recorded in the database or folders or drives etc without the support of the front end of the web modules.

The scope of maintenance shall include the optimization of the performance of the web modules and their accessibility on the internet.

4. Settlement of Disputes & Arbitration

Any dispute, controversy, or claims arising out of or relating to this Agreement or the breach, termination, or invalidity thereof, shall be settled through the following mechanism:

Firstly, the aggrieved party shall write a letter to the other party detailing its grievances and calling upon the other party to amicably resolve the dispute by convening a joint meeting. Accordingly, the parties as per their convenience shall jointly convene the said meeting (s), wherein minutes of the said meeting(s) shall be prepared and countersigned by all the parties. It is mandatory to prepare minutes of meeting(s) and to be countersigned by all the parties, irrespective of the outcome of the said meeting(s).

In the event, the parties are unable to reach on any settlement in the said meeting (s), then

the aggrieved party shall mandatory resort to Pre-litigation mediation mechanism with Kerala High Court Mediation Cell, Ernakulam.

It is only upon failure of the Pre-litigation mediation mechanism with Kerala High Court Mediation Cell, and then the aggrieved party shall resort to resolution of disputes through arbitration of a Sole Arbitrator. The appointing authority of sole Arbitrator is Office of the Development Commissioner, CSEZ, to which neither of the parties have any objection nor they shall ever object.

Subject to the parties agreeing otherwise, the arbitration proceedings shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (amended as on date).

The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India and the Parties submit to sole & exclusive jurisdiction of Courts at New Delhi.

5. Liquidated Damages for delays and Penalties

If the successful bidder fails to execute the work properly time, the agency shall pay liquidated damages to CSEZ at the rate of the 0.5 % of contract value for per week of delay or part thereof subject to maximum of 5% of the contract value. CSEZ may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the agency. The payment or deduction of such damages shall not relieve the agency from his obligation to complete the Works, or from any other of his obligations and liabilities under the contract.

PART - III

ANNEXURE – I

CHECK LIST

Part A - General Information		
1	Name of the company	
2	Type of Incorporation	
3	Address of the registered office of the company	
4	Year Incorporated	
5	Address for Communication	
6	Contact person	
7	Name	
8	Designation	
9	Phone No.	
10	Fax No.	
11	Mobile No.	
12	Email address	
Part B - Details of GST		
13	GST Registration No.	

Technical Bid Format

(Form-1)

Details of portal / web sites done during the past 5 years

Sl. No.	Name of Work/Project	Name and contact details of client	Technology Used	Cost of project (Rs. in lakhs)
1				
2				
3				
4				
5				

Details of Government Clients/Projects

Sl. No.	Name of Work/Project	Name and contact details of client	Technology Used	Cost of project (Rs. in lakhs)
1				
2				
3				
4				
5				

(Form-2)

Further Information of projects mentioned in Form-1 above

Name of Client (End User) :	
Name of the Work :	
Nature of Work :	
Description of services performed by the company :	
Project Location :	
Name, e-mail ID, telephone no. and fax no. of client's representative:	
Project Cost (Rs. in lakhs)	
Start date and finish date of the services (month and year):	
Brief description of the Work:	

Note:

- The Firm should provide details of only those assignments that have been completed successfully by own firm.
- Use separate sheet for each Eligible Assignment
- Satisfactory completion certificate from client should be enclosed.

(Form-3)

Statement of Annual Turn Over

Sl. No.	Financial Year	Annual Turnover (₹ in Lakhs)
1	2018-19	
2	2019-20	
3	2020-21	
4	2021-22	

Note:

- Please do not attach any printed Annual Financial Statement.
- This form should be duly signed by the auditor of the company with his registration number
- Attach audited Profit and Loss Account, Balance sheet for 2018-19, 2019-20, 2020-21 an 2021-22.

Financial Bid Format**Form-4**

Sl. No.	Description	No of Man Hours (A)	Man hour rate per hour (B)	Total Cost (A x B)	Applicable Taxes including GST (C)	Total (A + B + C)
1	Design, Development Of Website For The OfficeOf Development Commissioner, Cochin SEZ					

Annual Maintenance Charges (from 2nd year to 5th year)

Sl. No.	Description	Amount	Taxes	Total
1	Maintenance charges for 2nd year			
2	Maintenance charges for 3rd year			
3	Maintenance charges for 4th year			
4	Maintenance charges for 5th year			

**APPROACH AND METHODOLOGY
(To be filled in by the bidder)**
