## Notice Inviting Quotations

**SUB:** Tender for empanelling an agency to provide analytical support for Ranking Government Portals

**LIMITED TENDER NO:** IITD/DMS/Web Indexing 2012

**Date 06 July 2012**

**Terms and conditions for empanelment of agency**

If any bidder quotes in violation of these conditions, the bidder’s earnest money deposit will stand forfeited.

The tender details are being posted at IIT Delhi e-procurement site [www.iitd.ac.in](http://www.iitd.ac.in) and also [http://eprocure.gov.in](http://eprocure.gov.in)

### Important Time Lines

<table>
<thead>
<tr>
<th>Event</th>
<th>Dates</th>
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</thead>
<tbody>
<tr>
<td>Date of publication</td>
<td><strong>06 July 2012</strong> at IIT Delhi site <a href="http://www.iitd.ac.in">www.iitd.ac.in</a></td>
</tr>
<tr>
<td>Seek clarification</td>
<td><strong>06-11 July 2012</strong></td>
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<tr>
<td>Pre-bid Meeting:</td>
<td><strong>12 July 2012</strong></td>
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<tr>
<td></td>
<td>at 11:30 Hrs at Department of Management Studies, IIT Delhi, 3rd Floor, Vishwakarma Bhawan, Shaheed Jeet Singh Marg, New Delhi-110016</td>
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<tr>
<td>Bid submission</td>
<td><strong>12-23 July 2012 working hrs</strong></td>
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<tr>
<td>Opening of Tender Bids (Eligibility &amp;Technical):</td>
<td><strong>25 July 2012 at 11:30 hrs</strong></td>
</tr>
</tbody>
</table>
1.0 Introduction
To recognize initiatives by Government Departments/Organizations at various levels which have exhibited proactive approach towards e-governance initiatives, innovative usage of ICT, administrative efficiency and transparency, citizen centricity efforts, Department of Management Studies, IIT Delhi has been designated to conduct annual ranking of about 800 Government websites grouped in 7 categories by the National Informatics Centre (NIC). The different Award Categories and details of evaluation process are given in the Annexure-I.

This proposal is for analytical support required for “Ranking Government Portals in various categories” for a definite activity/period and does not amount to any kind of employment obligation on the part of IIT Delhi to the empanelled vendor for providing desired services either on site or off site.

2.0 Scope of Work
The vendor needs to evaluate and rank IITD identified websites in seven categories using a questionnaire and aggregation methodology designed by IITD to help finalize the selection process as well as shortlist five nominations in each category for submitting before the screening committee.

3.0 Eligibility Criteria
3.1 The vendor must be a research oriented consulting company with research/analysis/management consultancy as their core strength. The vendor’s average turnover from research/analysis/management consultancy activities should be more than Rs. Fifty Lakhs in any of the preceding two years viz. 2010-2011 and 2011-12. A certificate to this effect from Chartered Account, in original, must be submitted along with copies of balance sheets for these years.

3.2 The vendor must have a minimum strength of 20 professionals, working on the core activity of the vendor, on their rolls in each of the past three years (Attach a self certificate describing their core function).

3.3 The vendor should be registered with the Service Tax department and carry a valid PAN number.

3.4 The vendor should produce Articles of Association (in case of registered firms), Bye laws and certificates for registration issued by the Registrar of Companies.

3.5 An undertaking (self certificate) that the vendor hasn’t been blacklisted by a central / state Government institution and there has been no litigation with any government department on account of IT services.

3.6 Vendor should have completed atleast one activity/project of similar nature within preceding period of twenty four months of value more than Rs. 20 lakhs. Copies of Purchase orders may be submitted as supporting documents and Information may be furnished as per details in Annexure – II.

Agencies are requested to furnish documents for each of the above clauses. Submission of inadequate or false information would lead to bid rejection.

4. Bidding Process
4.1 It is proposed to have two bid system for this tender:
   a) Sealed Technical Bid (In the format placed as Annexure-III) in one envelope along with EMD of Rs. 25,000/- (Rupees Twenty Five Thousand only) by way of Demand Draft in favor of “Registrar IIT Delhi.” Super-scribing “Technical BID.”
b) Sealed Financial bid (In the format placed as Annexure-IV) in one envelope duly signed, stamped super-scribing “Financial Bid”

4.2 Both the documents viz. Technical Bid Envelopes and Financial Bid Envelopes prepared as above are to be kept in a single sealed envelope super-scribing “Tender for Empaneling an Vendor to Provide Analytical Support for Ranking Government Portals under Various Categories” and handed over to Mr Vimal Kumar (mobile No 919350461794), Room No 608, Department of Management Studies, IIT Delhi, 6th Floor, Vishwakarma Bhawan, Shaheed Jeet Singh Marg, New Delhi-110016 by the date as mentioned in the above table. In the event of the specified date for the submission of bids being declared a holiday for the IIT Delhi, the bids may be submitted on next working day. The bids received after the deadline for submission of bids prescribed above will be summarily rejected and returned unopened to the bidder. No further correspondence will be entertained on the subject.

The Venue for Pre-Bid meeting and opening of the bids will be the Department of Management Studies, IIT Delhi, 3rd Floor, Vishwakarma Bhawan, Shaheed Jeet Singh Marg, New Delhi-110016. Only those Tenderers who qualify in Technical Bid, would have their financial bid opened on a specific date which will be notified later.

Note:
The offers submitted through Telex/ Telegram / Fax/ Email or any manner other than specified above (Ref Para 4.2 above) will not be considered. No further correspondence will be entertained on this matter.

Bids shall be valid for 90 days from the date of opening. IIT Delhi holds the right to reject a bid valid for a period shorter than 90 days as nonresponsive, without any correspondence.

Bids not complying with all the given clauses in this tender document are liable to be rejected. Failure to furnish all information required by the tenders Document or submission of a bid not substantially responsive to the Tender document in every respect will be at the bidder’s risk and may result in the rejection of the bid.

IIT Delhi reserves the right to accept any bid on the basis of suitability of the financial bid, and to annul the Tender process and reject all bids at any time prior to award of Contract.

No Bidder shall contact any authority of IIT Delhi on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. Any effort by a Bidder to influence any member of IIT Delhi bid evaluation committee, regarding bid evaluation, comparison or contract award decision may result in the rejection of the bidder’s bid.

4.3 Technical Evaluation
Two-stage procedure will be adopted for evaluation of the bids. In the first stage, the technical bids will be evaluated by a duly constituted Technical Evaluation Committee (TEC). The first process for the TEC is to examine the eligibility of the agencies as per the tender specifications. Bids of the vendors, not satisfying the eligibility criteria will be rejected. Subsequently, the TEC would examine the technical details and may ask for additional information from the agencies. On request from the TEC, the bidding vendors may have to produce additional information. The time limit, in which the agencies’ have to submit additional information, will be decided by the TEC and its decision will be final in this regard. Bids of the vendors failing to adhere to the specified time limit will be rejected.

The vendor has to make a presentation before the committee on evaluation methodology.
The TEC will assess the bids submitted w.r.t methodology proposed to be presented by the vendors and decision of the TEC will be final in this regard. Bids of the vendors failing to adhere to the specified presentation will be rejected.

4.4 Financial Evaluation
   a) L1 is the vendor, out of the technically qualified vendors, quoting least value of X of the financial bid Performa. If the value of X is same for more than one vendor then L1 is the vendor having the maximum turnover as quoted in Annexure – II.

   b) In order to maintain a panel of two vendors L2, L3, L4…. in that order, one at a time, L2 would be asked to match the L1 rates. If L2 agrees it would be considered for empanelment. If L2 refuses, opportunity would be extended to L3 and so on. If none of the vendors L2, L3….agree to match L1 rates then L1 will alone be on the panel.

5.0 Empanelment
A panel of maximum of two agencies will be kept for availing the mentioned services during the period of empanelment. The total work would be distributed in the ratio of 60% to L1 vendor and 40% to L2 vendor if a panel is formed to undertake the evaluation activity. However, IIT Delhi reserves the right to task only L1 vendor if considered appropriate by the purchase committee.

On written communication from IIT Delhi for having qualified for empanelment the vendor will sign the contract (letter of empanelment) within 7 days of such communication and deposit a security amount of Rs Fifty thousand only with IIT Delhi. Failing which the offer will be treated as withdrawn and EMD forfeited.

6.0 Payment Terms
6.1 All payments will be made subject to the availability of a satisfactory performance certificate from the Project Coordinator. The pre-receipted bills in triplicate in the name of IIT Delhi will be submitted by the vendors. The bills will be processed within 30 days provided they are complete in all respects. The vendor would be entitled to first payment equal to 20 % of order value on completion of evaluation of 50 percent of total websites. The second payment of 40% of order value would be released on completion of complete evaluation. The final payment of 40 % of order value would be released after finalization of report.

6.2 All payments to vendor will be made subject to deduction of TDS (Tax deduction at Source) as per the Income-Tax Act, 1961 and other taxes if any as per Government of India rules. To facilitate e-payment vendor would be required to provide account and bank details as necessary.

7.0 Penalty
After issue of work-order, the vendor will take all measures to complete the project within the stipulated time as specified in the work-order. Any delay beyond the stipulated period would attract a penalty of 2% of the project cost per week for up to five weeks. Beyond which the job would be assigned to other vendor at the cost and risk of the defaulting vendor. The defaulting vendor would lose its empanelment and security deposit of Rs one lakhs and twenty five thousand.

8.0 Indemnity
8.1 IIT Delhi stands indemnified of all legal obligations, past/present/future, the vendor may have with its professionals.

8.2 IIT Delhi stands absolved for any liability on account of death or injury sustained by the Vendor staff during the performance of the empanelment and also for any damages or compensation due to any dispute between the vendor and its staff.
9.0 General Terms and Conditions

9.1 The selected vendor will not outsource the work to any other associate/franchisee/third party under any circumstances. If it so happens then IIT Delhi will impose sanctions which will include: forfeiture of the security deposit, revocation of bank guarantees (including the ones submitted for other work orders) and termination of the Contract for default.

9.2 IIT Delhi may by written notice sent to the selected vendor, terminate the work order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for IIT Delhi's convenience, the extent to which performance of work under the work order and/or the contract is terminated, and the date upon which such termination becomes effective. IIT Delhi reserves the right to cancel the remaining part and pay to the selected vendor an agreed amount for partially completed Services.

9.3 In the event of the vendor’s company or the concerned division of the company is taken over/bought over by another company, all the obligations under the agreement with IIT Delhi, should be passed on for compliance by the new company/new division in the negotiation for their transfer.

9.4 All panel vendors automatically agree with IIT Delhi for honouring all aspects of fair trade practices in executing the work orders placed by IIT Delhi.

9.5 The vendor will be responsible for any damage to equipments, property and third party liabilities caused by acts on part of its deployed manpower at IIT Delhi premises.

9.6 The staff deployed by the vendor, during onsite activities, will maintain office decorum. They will be courteous, polite and cooperative and able to resolve the users’ problems. The vendor will verify the character antecedents before deploying any person at IIT Delhi.

9.7 For the manpower deployed, for onsite support, the vendor will keep with them, their present and permanent address, educational and technical qualification details, specimen signature and two passport size photographs and furnish these details/information to IIT Delhi, as and when required.

10. Termination for Insolvency & Default

10.1 Termination for Insolvency
IIT Delhi may at any time terminate the work order/contract by giving written notice of four weeks to the vendor, without any compensation to the vendor, if the vendor becomes bankrupt or otherwise insolvent.

10.2 Termination for Default
a. Default is said to have occurred
   • If the vendor fails to deliver any or all of the services within the time period(s) specified in the work order or any extension thereof granted by IIT Delhi.
   • If the vendor fails to perform any other obligation(s) under the contract/work order.

b. If the vendor, in either of the above circumstances, does not take remedial steps within a period of 7 days after receipt of the default notice from IIT Delhi (or takes longer period in spite of what IIT Delhi may authorize in writing), IIT Delhi may terminate the contract/work order in whole or in part. In addition to above, IIT Delhi may at its discretion also take the following actions:
   IIT Delhi may transfer upon such terms and in such manner, as it deems appropriate, work order for similar support service to other vendor and the defaulting vendor will be liable to compensate IIT Delhi for any extra expenditure involved towards support service to complete the scope of work totally.

11. Force Majeure
a. Force majeure clause will mean and be limited to the following in the execution of the contract/work-orders placed by IIT Delhi:
   • War / hostilities.
• Riot or Civil commotion.
• Earthquake, flood, tempest, lightning or other natural physical disaster.
• Restriction imposed by the Government or other statutory bodies, which is beyond the control of
  the vendors, which prevent or delay the execution of the order by the vendor.

b. The vendor will advise IIT Delhi in writing, duly certified by the local Chamber of Commerce, the
beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of
the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of
clauses of force majeure, IIT Delhi reserves the right to cancel the order without any obligation to
compensate the vendor.

12. Assignment
The empanelment under this tender is not assignable by the selected vendor. The selected vendor shall not
assign its contractual authority to any other third party.

13. Arbitration
IIT Delhi and the vendor will make every effort to resolve amicably, by direct negotiation, any
disagreement or dispute arising between them under or in connection with the work order. If any dispute
will arise between parties on aspects not covered by this agreement, or the construction or operation
thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is
specially provided for by the general or the special conditions, such dispute will be referred to two
arbitrators, one to be appointed by each party and the award of the arbitration, as the case may be, will be
final and binding on both the parties. The arbitrators or the umpire as the case may be, with the consent of
parties, may modify the time frame for making and publishing the award. Such arbitration will be
governed in all respects by the provision of the Indian Arbitration Act, 1996 or later and the rules there
under and any statutory modification or re-enactment, thereof. The arbitration proceedings will be held in
New Delhi, India.

14. Applicable Law
The work order will be governed by the laws and procedures established by Govt. of India, within the
framework of applicable legislation and enactment made from time to time concerning such commercial
dealings/processing.
Annexure – I

Ranking Government Portals under Various Categories: An Overview

1.0. Introduction

The vendor is expected to evaluate nominated websites under following seven categories using IIT Delhi specified questionnaires.

i. Apex Institutions (Parliament, CAG, CBI, CVC, etc.)
ii. Central Ministries
iii. Identified Online Service Websites
iv. States & Union Territories main portals
v. 05 State Departments (finance, labor, education, health and social welfare)
vi. 10 Identified Districts per State
vii. Identified Urban Local Bodies (Municipal Corporations)

1.1 Each questionnaire set would have about 200 questions assessing following three dimensions of the website. While the first two dimensions are evaluated using objective factors (binary; 0/1, 0/3 scale), the ‘User Assessment’ dimension would be evaluated using subjective factors (five point Likert scale). The actual numbers of questions under different categories would vary but would not exceed 200 questions.

a) Technical (Approx 60 questions)
b) Governance (Approx 85 questions)
c) User Assessment (Approx 55 questions)

2.0. Evaluation Methodology

The evaluation process would be carried out at Department of Management Studies, IIT Delhi using the computer and internet infrastructure available in the department. A record of attendance of the deputed vendor employees would be maintained for monitoring their working hours during the project period.

The vendor would ensure that the two objective dimensions (Technical and Governance) are evaluated by two independent evaluators. Ideally their objective evaluations should be identical, however considering the human factors; a quality check process to ascertain and keep dispersion below 10 percent is to be devised. The objective evaluation would use following guidelines:

a) Objective part will be carried out by 2 individuals (evaluators) and their work will be arbitrated by a third individual (supervisor)
b) The vendor will arrange suitably qualified individuals to take up the objective evaluation of websites
c) For timely implementation, a team of 8 evaluators will be engaged to work in parallel and be guided by one supervisor
d) About 12 websites/ working day, thus stipulated 800 websites will take 67 working days (say 3 months)

2.1 The subjective dimension (User Assessment) evaluation is to be carried out by following the options indicated below:

a) Questionnaire can be hosted by NIC website for web survey; with redirection links on each website or;
b) The individual websites can host the questionnaire for web survey

2.2 The subjective data generated by the above methodology would be made available to vendor by IIT Delhi for further analysis.

The vendor is to propose a suitable methodology using the above guidelines for both objective and subjective evaluation in the technical bid.
3.0. **Aggregation of the evaluation scores to generate ranking**

Following paragraphs describe the envisaged process:

a) IIT Delhi would describe the process of aggregation and ranking of websites to the selected vendor. The process to identify criteria under various dimensions in suitable categories for management action would also be described by IIT Delhi to the selected vendor.

b) Raw data gathered after the process of website evaluation should be kept publicly available on a separately designed portal (created by the vendor) for use by the concerned stakeholders. The options and associated cost of such portal is to be indicated separately in the bid.

c) Vendor would provide the necessary support for preparation and printing of the final report. The cost of such activity is to be separately indicated in the financial bid.

3.1. **Expected duration of the contract**

The ranking of websites would be an annual feature and the contract would be signed for a period of 5 years subject to the project being extended on yearly basis by the DIT Government of India. The financial bid should describe the expected cost escalation during the contract period of 05 years.

3.2. **Cost details to be provided in the financial bid**

Cost of the evaluation process is to be provided under following heads (Marked as A,B,C and D below) in the financial bid:

a) Cost of objective evaluation of per website (A)

b) Cost of aggregation of results per website (B)

c) Cost of creating a portal to host raw data and results of websites evaluation (C)

d) Cost of preparation and printing of the ranking report (D)

e) Taxes as applicable

3.3. **Confidentiality Clause**

The vendor would be required to sign a confidentiality agreement with IIT Delhi pertaining to confidentiality of evaluation data and other pertinent information. The data to be hosted on a portal would be explicitly cleared by IIT Delhi.
Annexure – II

ELLIGIBILITY CRITERIA

a) Name of the Vendor:
b) Incorporated as _______________ in year ____________________ at

(State Sole Proprietor, Partnership, Private Limited or Limited Firm)
c) Whether any Legal/Arbitration/proceeding is instituted against the Vendor or the Vendor has lodged any claim in connection with works carried out by them in the last three years. If yes, please give details. Yes/No

d) Vendor Profile: Address: Name of the top executive with designation:

    Telephone No: E-mail: Service Tax No : PAN : Strength of technical personnel
    (programmers and above) : Numbers.

e) Information about branch offices, if functioning for more than two years, may be furnished on separate sheets as per items (a) to (e) above.

f) Turn over (In Rs. Lakhs)

<table>
<thead>
<tr>
<th>2009- 2010</th>
<th>2010-2011</th>
<th>2011-2012</th>
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h) One such projects of value more than Rs. twenty Lakhs completed in any of the past one year. Information may be submitted in the following format:
1. Name of the Client with address:
2. Year: 2011
3. Project Summary (about 5 lines):
4. Project Start Date:
5. Project Completion Date:
6. Project Cost charged to the user: (in Lakhs)
7. No. of professionals deployed:
8. Whether the project is still running: Yes/No
9. If yes to Item 8, who maintains the application: Client/Vendor
10. Name of the contact person and telephone number:

i) EMD details

<table>
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<th>Particulars</th>
<th>Amount (Rs.)</th>
<th>Draft No.</th>
<th>Date</th>
<th>Bank</th>
<th>Branch</th>
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<tr>
<td>EMD</td>
<td>Twenty five Thousands</td>
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</tbody>
</table>

Documents in support of the above may be furnished with page numbers indicated in the index. Please use separate sheets wherever necessary.
Signature
Date:

Name:.................................

Place:

COMPANY SEAL
Annexure-III

TECHNICAL BID

Name of the Vendor:

a. The vendor is to make a presentation before the committee on evaluation matrix & proposed methodology........................Yes/No

The TEC will assess the bids submitted w.r.t evaluation methodology described in Annexure I proposed to be presented by the vendors and decision of the TEC will be final in this regard. Bids of the vendors failing to adhere to the specified presentation will be rejected.

Signature
Date:

Name:......................................

Place:

COMPANY SEAL
Annexure-IV

FINANCIAL BID INFORMATION

A. Name of the Vendor:
B. Address:

<table>
<thead>
<tr>
<th>Description of Work</th>
<th>Total Cost with breakdown under specified code heads</th>
</tr>
</thead>
<tbody>
<tr>
<td>Various category of work to achieve the evaluation process as described in Annexure I (A) (B) (C) (D)</td>
<td>X= A+B+C+D (Pl refer para 3.2 in Annexure- I for information on code heads)</td>
</tr>
</tbody>
</table>

L1 is the vendor, out of the total technically qualified vendors, quoting least value of X=A+B+C+D of the financial bid Performa. If the value of X is same for more than one vendor then L1 is the vendor having the maximum turnover as quoted in Annexure-IV.

D. In order to maintain a panel of two vendors L2, L3, L4…. in that order, one at a time, would be asked to match the L1 rates. If L2 agrees it would be considered for empanelment. If L2 refuses, opportunity would be extended to L3 and so on. If none of the vendors L2, L3….agree to match L1 rates then L1 will alone be on the panel.

E. Service Tax would be paid as applicable from time to time.

Signature
Date:

Name:.................................

Place:

COMPANY SEAL