

Tender Notification No. **2018 / Technical /RFP/IA-001**

Dated: 09th January 2018

Request for Proposal
for
Development of Software Module for
Monitoring of Import Alerts

Tender Notification Sheet

Sl.No.	Information	Details (in case if following dates are following on holidays then the related activity shall be carried out on next working day)
1.	RFP Reference No. and date	Tender Notification No. 2018 / Technical /RFP/IA-001
2.	Contact details to whom queries to be sent	Queries can be sent to eic@eicindia.gov.in ; and with a copy to tech9@eicindia.gov.in
3.	Last date and time of submission of proposals	22 th January 2018, 2.00 PM
4.	Place, time and date of opening of technical proposals only	EIC, 22 th January 2018, 2.30 PM
5.	Place, time and date of opening of commercial proposals	To be communicated.
6.	Address at which response to RFP is to be submitted	Director (Insp. & Quality Control), Export Inspection Council of India (Department of Commerce, Ministry of Commerce & Industry, Government of India), 3rd Floor - NDYMCA Cultural Centre Building, 1, Jai Singh Road, New Delhi - 110 001. INDIA Tel: +91-11-23341263, 23748189, 23365540, Fax: 011 - 23748024 Website www.eicindia.gov.in

1) Definitions

- a) “**Applicable Law**” means all relevant laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgment, decrees, injunctions, Writs or orders of court, as may be in force and effect during the subsistence of this Tender Document.
- b) “**Bid Document**” shall mean the document submitted by the bidder, pursuant to understanding and agreeing with the terms and conditions set out in this Tender Document.
- c) “**Contract**” shall mean the agreement to be entered into between EIC and the successful Bidder.
- d) “**Evaluation Committee**” shall mean the committee constituted by EIC.

- e) “**EIC**” -Export Inspection Council

2) Request for Proposal - RFP Notice

- a) EIC invites Proposals from Information Technology Bidder Organizations for providing Software Development and Support Services to its IT activities having required skills and experience in software development, training, implementation, maintenance, management and user support.
- b) The bidder is advised to study this document carefully (**with attached Appendices**) before submitting their proposal. Submission of response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

3) Disclaimer

- a) The information contained in this bid document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of EIC or any of their employees is provided to Bidder(s) on the terms and conditions set out in this document and such other terms and conditions subject to which such information is provided.
- b) By acceptance of this tender document, the recipient further agrees that this tender document may not be distributed, reproduced or used for any other purpose than the evaluation of the scope of work set herein. The recipient agrees that it will cause its directors, partners, officers, employees and representatives and any other parties who provide services to the recipient to use the tender document for the purposes in the manner stated above.
- c) EIC does not make any representation or warranty expressed or implied, as to the accuracy, authenticity, timeliness and/or completeness of the information contained in this tender document. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this tender document.
- d) The EIC also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this tender document. EIC may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this tender document. The issue of this tender

document does not imply that EIC is bound to select a Bidder and EIC reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

4) Interpretation

In this Tender Document, unless the context otherwise requires,

- i) For the purpose of this Tender Document, where the context so admits, the singular shall be deemed to include the plural and vice-versa and Masculine gender shall be deemed to include the feminine gender and vice-versa.
- ii) References to Clauses, Recitals or Schedules are references to clauses and recitals of and schedules to the Contract and the Tender Document. The Schedules, annexure and addendums shall form an integral part of this Contract.
- iii) Any reference herein to a statutory provision shall include such provision, as is in force for the time being and as from time to time, amended or re-enacted in so far as such amendment or re-enactment is capable of applying to any transactions covered by this Contract. Any references to an enactment include references to any subordinate legislation made under that enactment and any amendment to, or replacement of, that enactment or subordinate legislation. Any references to a rule or procedure include references to any amendment or replacement of that rule or procedure.
- iv) The headings and sub-headings are inserted for convenience only and shall not affect the construction and interpretation of this Tender Document. References to the word “include” and “including” shall be construed without limitation. Any reference to day shall mean a reference to a calendar day including Saturday and Sunday.

5) Due Diligence

The Bidder is expected to and shall be deemed to have examined all instructions, forms, terms and specifications in this Tender Document. The Bid should be precise, complete and in the prescribed format as per the requirement of the Tender Document. Failure to furnish all information required by the Tender Document or submission of a bid not responsive to the Tender Document in every respect will be at the Bidder's risk and may result in rejection of the bid. EIC shall at its sole discretion be entitled to determine the adequacy / sufficiency of the information provided by the Bidder.

6) Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid and EIC shall in no event or circumstance be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

7) Clarification of Bidding Documents

EIC shall make best efforts to respond to any request for clarification of the Tender Document, such request to be made in writing. Such response / clarification shall to the extent possible be made in writing. EIC shall not be responsible for any delay including but not limited to any postal delays.

8) Amendment of Tender Document

- a) At any time before the deadline for submission of bids, EIC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by amending, modifying and / or supplementing the same.
- b) All changes shall be communicated to the bidders and prospective Bidders are required to go through the same before submission of bid. All such amendments shall be binding on them without any further act or deed on EIC's part.
- c) In the event of any amendment, EIC reserves the right to extend the deadline for the submission of the bids, in order to allow prospective Bidders reasonable time in which to take the amendment into account while preparing their bids.

9) Language of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Tender Document and / or the bidding process exchanged by the Bidder and EIC shall be written in English language only.

10) General Instructions

- a) The Bidders are requested to read the tender document carefully.
- b) The Bidder shall submit the Tender Document duly signed on each page as a part of the bid. It shall be expressly agreed herein by the bidder that he has read and understood the complete Tender Document and other documents / requirements and shall comply with the same except what is stated in specified Deviation / Non-Compliance statement format.
- c) The Bidder cannot subcontract the work at any stage without prior written approval from the EIC.

- d) Bids received with incomplete information / documents shall be rejected. Bids not adhering to Terms, Conditions, Specifications and other details as given in this document may be summarily rejected.
- e) All deviations from the Terms, Conditions and other details of Tender Document should be separately and clearly submitted.
- f) This tender document is not transferable.
- g) Modification or Withdrawal of Offers is not permissible after its submission. To assist in the scrutiny, evaluation and comparison of offers, EIC may, at its discretion, ask some or all Bidders for clarification of their offer.
- h) The request for such clarifications and the response will necessarily be in writing.
- i) There should be no mention of prices in any part of the bid other than the commercial bids.
- j) Any incomplete information furnished would invite for a disqualification of the bid.
- k) In the commercial bid if there is any discrepancy between the prices mentioned in figures and in words, the prices mentioned in words will prevail.
- l) Substantially Responsive Bids: A substantially responsive Bid is one, which conforms to all the requirements, terms, conditions and specifications of the Request for Proposal.
- m) Any attempt by a Bidder to influence the bid evaluation process may result in the rejection of the Bidder's Bid.

11) Preliminary Scrutiny:

EIC will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.

12) Award Criteria:

- a) **Technical Proposals in Envelope 1** will be evaluated first to check whether all required information and documents as specified in the Tender Document are submitted and will be called for technical presentation.
- b) This RFP contains 2 components: One time design and development of online modules and Recurring Support activities. Support contract shall be awarded on annual basis and shall be renewed based on satisfactory performance which shall be evaluated from time to time. EIC keeps the option open to call for a tender for selection of vendor for undertaking the Recurring Support activities, in future, if required.

- c) The Bidder should abide by the terms and conditions specified in the tender document. If Bidders submit conditional offers, they shall be liable for outright rejection.
- d) The EIC reserves the right to make any changes in the terms and conditions of the tender at any stage.
- e) The offers containing erasures or alterations will not be considered. Technical details must be completely filled in. Correct technical information of the service being offered must be filled in.
- f) Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable.
- g) EIC may treat offers not adhering to these guidelines as unacceptable.

13) Earnest Money Deposit (EMD)

Bidders are required to submit INR 50,000/- as EMD in the form of Demand Draft/ TDR in the Favor of “Export Inspection Council”. EMD shall be refunded after the award of the work to the successful bidder.

14) Evaluation of Bids

- a) Tender Evaluation Committee (TEC) will carry out a detailed evaluation of the Technical Bids received in order to determine the same are substantially responsive to the requirements set forth in the Request for Proposal.
- b) The TEC shall first evaluate the Technical Proposal. The TEC while evaluating the Technical Proposals shall have no access to the Commercial Proposals until the Technical evaluation is concluded and the competent authority accepts the recommendation. Evaluation of the technical proposal will be done and at this stage the Commercial bid (proposal) will remain unopened. The shortlisted Bidders who's technical Offers are found to be in accordance with the specifications mentioned in the tender document will be called for technical presentation.
- c) Commercial proposals shall be opened on the date & time specified by the EIC, in the presence of the Bidders' representatives (who have technically qualified / or shortlisted by EIC) who choose to attend.
- d) The Technical and commercial bids will have a 70:30 weight age of marks respectively in the evaluation criteria. The Quality cum Cost Based System (QCBS) shall be followed to evaluate the bids.
- i) **Technical Weightage (St):** The marks scored by the bidder in technical evaluation shall be calculated to 70 points as below:

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

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

The Commercial scores of all the other proposals will be determined by

Sf = 30 * Fm/F (Fm = Lowest evaluated tender cost, F = value of Commercial proposal under consideration).

iii) Final Selection: Proposals will be ranked according to their combined technical (St) and Commercial (Sf) scores. The combined technical and Commercial score shall be calculated as **S = St + Sf**. The firm achieving the highest combined technical and commercial score (S) will be invited for negotiations.

15) Technical Evaluation Criteria

The technical evaluation criteria are broadly defined as under

Sl. No.	Evaluation Criteria	Maximum Marks																								
1.	<p>The company should have minimum annual turnover, in software development and maintenance field of Rs. 20 lakhs for each of the last 3 financial years.(Documentary Evidence: CA Statement indicating software development of last three years)</p> <table border="1"> <thead> <tr> <th>SI No.</th> <th>Criteria</th> <th>Marks to be allotted</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Average of Rs. 20 Lakhs for last 3 financial years.</td> <td>5</td> </tr> <tr> <td>2.</td> <td>Average of more than Rs. 20 lakhs and less than Rs. 30 Lakhs for last 3 financial years.</td> <td>10</td> </tr> <tr> <td>3.</td> <td>Average of more than Rs. 30 Lakhs and less than Rs. 40 lakhs for last 3 financial years.</td> <td>15</td> </tr> <tr> <td>4.</td> <td>Average of more than Rs. 40 lakhs for last 3 financial years.</td> <td>20</td> </tr> </tbody> </table>	SI No.	Criteria	Marks to be allotted	1.	Average of Rs. 20 Lakhs for last 3 financial years.	5	2.	Average of more than Rs. 20 lakhs and less than Rs. 30 Lakhs for last 3 financial years.	10	3.	Average of more than Rs. 30 Lakhs and less than Rs. 40 lakhs for last 3 financial years.	15	4.	Average of more than Rs. 40 lakhs for last 3 financial years.	20	20									
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2.	<p>Experience of similar project in e-Governance/ Food/ Agriculture/other sector (please provide the details of experience in these project as per the below format).</p> <p style="text-align: center;">DETAILS OF EXPERIENCE IN PROJECTS</p> <p>A. Customer References related to e-Governance / Food / Agriculture sector that the applicant has been engaged:</p> <table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Name & Address of The client</th> <th>Date of start Of the</th> <th>Date of Completion</th> <th>No. of years</th> <th>Website Address</th> <th>Value of the Project</th> <th>Nature of Work</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Sl. No.	Name & Address of The client	Date of start Of the	Date of Completion	No. of years	Website Address	Value of the Project	Nature of Work	1.								2.								25
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4.							
Documentary Evidence: Project Completion Certificate and/or certificate from project Manager for ongoing project							
	SI No.	Criteria					Marks to be allotted
	1	2 years of experience of similar project in e-Governance/ Food/ Agriculture sector					15
	2	More than 2 years and less than 4 years of experience of similar project in e-Governance/ Food/ Agriculture sector					20
	3	4 years and above - experience of similar project in e-Governance/ Food/ Agriculture sector					25
3.	Any Experience of Quality Management system of the vendor (ISO 9001:2008/ 2015 for Software Development / Software Maintenance or ISO 27000 or CMMI Level 3 Certification)						10
4.	Understanding of Scope Of Work						20
5.	Proposed methodology, execution plan and features						25
TOTAL						100	

The minimum marks to be technically qualified for further evaluation shall be 60. Bidders scoring below 60 marks shall not be evaluated after this step.

16) Tender Evaluation Committee:

- a) EIC will constitute the Tender Evaluation Committee. This committee will evaluate the Bid Documents submitted by the Bidders.
- b) The Tender Evaluation Committee may choose to conduct technical negotiation or discussion with any or all the Bidders. The decision of the Evaluation Committee in the evaluation of the Technical and Commercial bids shall be final and binding on all the parties.
- c) Failure of the Bidder to agree with the Terms & Conditions of the RFP/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.

17) Bid Prices

- a) The price i.e. offer must be made by the intending bidder covering all important points mentioned in the bid format enclosed in this bid document. The financial offer may be submitted keeping in view the terms and conditions of this bid document.

- b) The bidder shall include payment of all dues such as taxes & other statutory dues, not specifically mentioned in the specification but essential for successful completion of work. The bidder shall not be eligible for any extra charges in respect of such payments. Though not mentioned in the bid document, extra charges if any, shall be paid by the bidder only.
- c) All liabilities, whatsoever, on account of copy rights or any other reason, if any, shall be borne by the bidder.
- d) Any royalties or patents or the charges for the use of content, images, software's etc. thereof that might involve in the contract shall not be paid by EIC. The bidder only shall pay for such claims without putting any financial burden on EIC.

18)Period of Validity of Bids

Validity Period

- i) Bids shall remain valid for 6 months after the date of bid opening prescribed by EIC. EIC holds the right to reject a bid valid for a period shorter than 1 year.
- ii) Extension of Period of Validity - In exceptional circumstances, EIC may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder shall be unconditional.
- iii) A Bidder granting extension of validity will not be permitted to modify his technical or commercial bid.

19)Technical Bid Requirements

The Technical Bid should be marked "Technical Bid – Request for Proposal for development of software module for monitoring of import alerts" and shall cover the following (indicative):

- i) Understanding of Scope Of Work
- ii) Proposed methodology, execution plan and features
- iii) Prior experience in similar work.
- iv) Any other relevant information that may be of interest for the project under consideration.
- v) Quality System Certificate
- vi) CA Statement indicating software development of last three years
- vii) Project Completion Certificate and/or certificate from project Manager for ongoing project

(Any other Documentary proofs to be given wherever applicable)

20) Commercial Bid Requirements

Financial bid should be separately sealed super scribed as “Commercial Bid – Request for Proposal for development of software module for monitoring of import alerts” and shall cover the following:

Commercial Bid–: The format shall be as below:

Description	Cost (excluding Taxes) in Rs.	Tax (in Rs.)	Cost including taxes (in Rs.)	
(a)	(b)	(c)	(d)	
TOTAL (A)				
Recurring Activities - Maintenance and User Support (including major / minor developments (< 25% of the A) in existing software)				
Sl. No.	Description	% of TOTAL “(b)” above	Tax	Cost including taxes
(1)	(2)	(3)	(4)	(5)
1	Recurring Activities - Maintenance and User Support for first year			
2.	Recurring Activities - Maintenance and User Support for second year			
3.	Recurring Activities - Maintenance and User Support for third year			
4.	Recurring Activities - Maintenance and User Support for fourth year			
5.	Recurring Activities - Maintenance and User Support for fifth year			
	TOTAL (B)			

Since EIC intent to host this application on NIC cloud server, hosting cost shall not be included in (A) and (B) above.

TOTAL A + B = (In figure) Rs. = (Inwords)Rs.

The bidder will facilitate hosting of infrastructure in NIC cloud and data back to be provided to EIC on monthly basis. The media of the same shall be provided by the selected bidder. The bidder is responsible for security audit of the application for the purpose of hosting on NIC cloud and bear the necessary expenditure.

- Interested Agencies should submit the proposal including all kind of Costs/licensing fees of software/ tools/driver/hosting / source code etc.

- Vender shall maintain any third party services/software like SMS Gateway/email gateway etc. The cost of third party services, if any shall be borne by EIC.
- The vendor is required to build the interface for integration with other government systems like e-phyto of PPQ etc. for bilateral sharing of the information.

Please Note: EIC will not entertain any additional cost over and above the cost specified in the proposal by the interested agencies.

21) Deliverables

- a) The vender should ensure that the software is put in operations within 2 months of issue of work order.
- b) Apart from the deliverables mentioned in earlier sections; Bidder has to handover the Source Code, Patches & Releases (If any) , Application Software, All content used in the Designing of the Website, along with Technical Documents, user Manual, functional Manual, installation guide etc. and any other if required for creation of development environment and hosting.
- c) The new software applications developed as well as any enhancements carried out in the existing IT systems, shall comply with the necessary Internet Security guidelines from NIC/NIC-empanelled Internet Security Auditors.
- d) The deliverables also includes
 - Monthly Backup of: Database and applications
 - Quarterly updation of Technical Documents
 - Monthly Reports
 - Help desk support

22) Milestones and Payment Terms

- a) **One time Design and Development** - 50% payment shall be released on making the module live. Remaining Payment shall be released after two months of running the module satisfactorily.
- b) **Support Services** - Payment shall be released, after receipt of the satisfactory report from stakeholders, in the following month of quarter. (For example the payment for quarter ending June shall be made on or before end of July.

23) Force Majeure

- a) If at any time during continuance of this contract, the performance in whole or in part in any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, acts of civil commotion, strikes, lockouts, sabotages, fire, flood, explosions, epidemics, quarantine restrictions (hereinafter

referred to as eventualities) then, the notice of the happening of any such eventuality shall be given by the Bidder to the EIC within 2 (two) days from the date of occurrence. Neither party shall by reasons of such eventuality, be entitled to terminate this contract, nor shall have any claim for damages, compensations against the other in respect of such nonperformance or delay in performance, and deliveries under this contract. Normal working shall be resumed as soon as such eventuality has come to an end or ceased to exist.

- b) Provided that if the performance in whole or in part by the bidder or any obligation under this contract is prevented or delayed by reasons of and such eventuality for a period exceeding 30 (thirty) days, then the EIC may terminate this contract by giving notice in writing.

24)Resolution of disputes

The dispute resolution mechanism shall be as follows:

In case of any dispute between EIC and the successful bidder, if not resolved amicably, the decision of the Director (Insp. & Q/C), EIC shall be final and binding.

25)Award of contract

EIC reserves the right to accept any Bid or to reject any Bid or all Bids, Notwithstanding anything stated herein, the right to accept full or part of the Bid or reject any Bid, and to cancel/annul the bidding process and reject all Bids at any time before the award of the Contract, without assigning any reason.

26)Notification of Award

The successful Bidder shall be notified by EIC through e-mail, letter or fax for award of work. The Bidder shall acknowledge the work order in writing and send an acceptance of the work order in writing within 7 (seven) days from the receipt of the work order.

27)Signing of Agreement

Pursuant to the Bidder acknowledging the Letter of Acceptance, the Bidder and EIC shall enter into contract within 7 days from the date of acknowledgment of the Letter of Acceptance, and sign the Contract. EIC shall have the right and authority to negotiate certain terms with the successful Bidder before signing of the Contract. The bank guarantee by the bidder shall be 10 % of the contract value.

The signing of the Contract shall amount to award of the Contract and the Bidder shall initiate the execution of the work as specified in the Contract.

28) Expenses for the Contract

All incidental expenses of the execution of the Contract/ agreement shall be borne solely by the successful Bidder and such amount shall not be refunded to the successful Bidder by the EIC.

29) Failure to abide by the Contract

The conditions stipulated in the Contract shall be strictly adhered to and violation of any of these conditions shall entail immediate termination of the Contract without prejudice to the rights of EIC with such penalties as specified in the Contract.

30) Termination of Contract

- EIC reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior to award of agreement, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for actions taken by EIC.
- EIC makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- This RFP does not constitute an offer by EIC. The bidder's participation in this process may result in EIC selecting the bidder to engage in further discussions toward execution of an agreement. The commencement of such discussions does not, however, signify a commitment by EIC to execute an agreement.

31) Governing Law

The laws of Republic of India shall govern the Tender Document and the Contract.

32) Authentication of Bid

The original and all copies of the Bid Document shall be signed by a person or persons duly authorized to bind the Bidder to the Contract. A duly stamped Power-of-Attorney accompanying the Bid Document shall support the letter of authorization. The person or persons signing the Bid Document shall initial all pages of the Bid Document, including pages where entries or amendments have been made.

33) Validation of Interlineations in Bid

Any interlineations, erasures, alterations, additions or overwritings shall be valid only if the person or persons signing the bid have authenticated the same with signature and stamp.

34) Sealing and Marking of Bid

The copies of the Technical Bid shall be placed in larger sealed envelope 1 clearly marking each **“Technical Bid – Request for Proposal for development of software module for**

monitoring of import alerts”. The Commercial Bid shall be placed in separate lacquer sealed envelope 2 clearly marking it as "**Commercial Bid – Request for Proposal for development of software module for monitoring of import alerts”**. The two envelopes shall then be placed in third envelope, which shall also be appropriately lacquer sealed and marked as "**Request for Proposal for development of software module for monitoring of import alerts”**

35)Address for Submission of Bid

Last date of submission of bid is as given in Tender Notification Sheet. Bids complete in all respect shall be delivered to –

Director (Insp. & Q/C),

Export Inspection Council of India (Corporate Office)

(Department of Commerce)

(Ministry of Commerce & Industry, Government of India)

Third Floor - NDYMCA Cultural Centre Building,1, Jai Singh Road, New Delhi –

110 001

In addition to the above, the third envelopes shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "**Late**".

36)Responsibility of the Bidder

If the outer envelope is not sealed and marked as required, EIC will assume no responsibility for the Bid's misplacement or premature opening.

37)Rejection of Bid

The Bid Document shall be submitted in the form of printed document. Bids submitted by Telex, fax or e-mail would not be entertained. Any condition put forth by the bidder not conforming to the bid requirements shall not be entertained at all and such bid shall be rejected.

38)Late Bid

Any bid received by EIC after the deadline for submission of bids prescribed by EIC, will be summarily rejected and returned unopened to the Bidder. EIC shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on this subject will be entertained.

39)Opening of Technical Bid

a) **Opening of Bids** - EIC will open all Technical Bids as per the Tender Notification Sheet.

The Bidder's representatives who are present shall sign a register evidencing their

attendance.

b) **Announcement of Bids** - The Bidder's names, Bid modifications or withdrawals and the presence or absence of requisite bid security and such other details will be announced at the opening. No bid shall be rejected at bid opening, except for late bids.

c) **Bids Not Considered for Evaluation** - Bids those are rejected during the bid evaluation process shall not be considered for further evaluation, irrespective of the circumstances.

40)Opening of Commercial Bids

Commercial Bids will be opened and compared after the technical evaluation. The name of Bidder, bid prices, total amount of each Bid, etc. shall be announced by the EIC at the Commercial Bid opening.

41)Clarifications of bids

To assist in the evaluation, comparison and an examination of bids, EIC may, at its sole discretion, ask the Bidder for a clarification of its bid including breakup of rates. The request for clarification and the response shall be in writing. If the response to the clarification is not received before the expiration of deadline prescribed in the request, EIC reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder.

42)Completeness of bids

EIC will examine the bids to determine whether they are complete, whether they meet all the conditions of the Tender Document and Technical Specifications, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bid Documents are substantially responsive to the requirements of the Tender Document.

43)Rectification of Errors

Arithmetical errors will be rectified on the following basis: -

If there is a discrepancy between the rates in words and figures, the rate in words will govern.

44)Functional Requirement Specifications

Refer Attached Appendix I