

**Request for Proposal (RFP)**  
**for**  
**Design, Development, Implementation and Maintenance of Application for Remedies in**  
**Trade for Indian Industry and other Stakeholders (ARTIS)**  
**Web Application for**  
**Directorate General of Trade Remedies (DGTR)**

**Date: 12<sup>th</sup> April, 2023**

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**5, Parliament Street, Patel Chowk,**  
**New Delhi-110001**  
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All updates related to this RFP will be published on the website of DGTR i.e., <https://www.dgtr.gov.in> and on e- Publish Central Public Procurement Portal (CPPP) i.e., <https://eprocure.gov.in/eprocure/app> .

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### Schedule of Bid Process

<b>Information</b>	<b>Details</b>
RFP No. and Date	A-42011/3/2023-DGTR
Name of the Purchaser	Directorate General of Trade Remedies (DGTR)
Name of the RFP	Design, Development, Implementation and Maintenance of ARTIS Web Application.
Contact details of client	Deputy Secretary (Administration) Directorate General of Trade Remedies, Jeevan Tara Building, 4th Floor, Parliament Street, New Delhi -110 001, India Email: <a href="mailto:dgtr-india@gov.in">dgtr-india@gov.in</a>
Mode of submission	Online on ePublish/eProcurement website. <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>
Date of issue of RFP	12 <sup>th</sup> April, 2023
Last date for submission of written queries for clarifications	All queries should be emailed to <a href="mailto:dgtr-india@gov.in">dgtr-india@gov.in</a> as per the prescribed format mentioned in section 3 of RFP by 10:00 hrs on 8 <sup>th</sup> May, 2023.
Date & Venue of pre-bid meeting	15 <sup>th</sup> May, 2023 at 11.00 am Conference Room, DGTR, Jeevan Tara Building, 4th Floor, Parliament Street, New Delhi -110 001, India
Last date (deadline) for submission of bids including EMD (on or before)	22 <sup>nd</sup> May, 2023 The bids shall be uploaded in the format and mode as provided for in the Central Public Procurement portal (URL: <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> ) for this RFP and shall be digitally signed by the authorized signatory by the bidder.
Eligibility Criteria opening- Time, Date and	24 <sup>th</sup> May, 2023

Venue	Conference Room, DGTR, Jeevan Tara Building, 4th Floor, Parliament Street, New Delhi -110 001, India
Technical Bid Opening/Result	To be displayed on DGTR website
Date for Technical Presentation by the Bidders	Date and Time to be intimated to individual bidders.
Financial Bids Result	To be displayed on DGTR website

Bidders may view and download the RFP document containing the detailed terms & conditions from the DGTR website <https://www.dgtr.gov.in> and on ePublish portal of Central Public Procurement Portal (CPPP) website i.e., <https://eprocure.gov.in/eprocure/app>.

## **1. Introduction**

1.1 The Directorate General of Trade Remedies, DGTR (earlier known as Directorate General of Anti-dumping and Allied Duties) was named in May 2018 as an integrated single window agency for providing comprehensive and swift trade defense mechanism in India.

DGTR proposes to appoint an agency (will be known as Implementing Agency, IA or bidders) to Design, Develop, Implement and Maintain the ARTIS (Applications for Remedies in Trade for Indian Industry and other Stakeholders) Web Application. ARTIS - for filing of anti-dumping applications by domestic industry with an aim to facilitate speedy resolution of dumping issues. ARTIS Web Application is developed for filing of applications, responses and other related submissions with respect to various trade remedial measures. These duties are trade remedy measures, provided under an agreement of the World Trade Organization (WTO) to its member countries.

The agency should be an established web design, development, implementation and maintenance company with a proven track record and experience as per the details given in this document.

1.2 The agency appointed to design, develop, implement and launch the Web Application for the DGTR shall complete the process within 6 months of award of work order. The Web Application so developed would be under trial-cum-feedback-cum-stabilization period for a period of 6 months from the date of its successful launch. The acceptance certificate of the Web Application will be issued by the DGTR upon successful completion of the said trial period. During this trial period, all the bugs/modifications/changes suggested by DGTR in the features and functionalities of Web Application shall be rectified by the Implementation Agency at no extra cost. It would be incumbent upon the Implementing Agency (IA) to maintain the Web Application mandatorily for a period of three years from the date of issue of acceptance certificate. Maintenance period may be further renewed for a period of two years, on yearly basis, for a maximum total maintenance period of 5 years on the similar terms and conditions and subject to the satisfactory performance of the agency, from time to time.

1.3 Interested agencies are invited to submit the proposals, which must include the following, as detailed subsequently in this document:

- A. A Pre-Qualification/eligibility Proposal
- B. A Technical Proposal and
- C. A Financial Proposal

1.4 It may be noted that

- i. The costs of preparing the proposal are not reimbursable and
- ii. DGTR is not bound to accept any of the proposals submitted.

1.5 The agencies are required to provide professional, objective, and impartial service at all times and hold the DGTR's interest's paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

1.6 Agencies have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of DGTR, or that may be reasonably perceived as having this effect. Failure to disclose such situations by the agency may lead to disqualification of the agency or termination of the contract.

1.7 Agencies must observe the highest standards of ethics during the selection and execution of the contract. DGTR may reject a proposal at any stage if it is found that the agency recommended for award has indulged in corrupt or fraudulent activities in competing for the contract in question, and may also declare an agency ineligible or blacklist the agency, either indefinitely or for a stated period of time.

1.8 All updates related to this RFP will be published on the website of DGTR i.e., <https://www.dgtr.gov.in> and on ePublish portal of Central Public Procurement Portal (CPPP) i.e., <https://eprocure.gov.in/eprocure/app>.

1.9. In this RFP document, if any, the words Implementing Agency (IA)/ Agency/ Firm/ Bidder/ Service provider/ Seller etc. are meant for one and the same. Similarly, the words DGTR/ Purchaser/ the department etc. are meant for one and the same.

## **2. Scope of Work and Deliverables**

The scope of project covers the Design, Development, Implementation and Maintenance of the ARTIS Web Application for the DGTR.

The scope of work does not include any new content generation. However, this includes the Statistics and Reports generation along with performance parameters of the system. Any content to be uploaded on Application will be provided by the DGTR and various stakeholders involved. **The detailed scope of work is provided in Annexure-I.**

## **3. Instructions to the Bidders**

### **3.1 Pre - Bid Meeting & Clarifications**

#### **3.1.1 Bidders Queries**

The Directorate General of Trade Remedies (DGTR) shall hold a pre-bid meeting with the

prospective bidders on 15<sup>th</sup> May, 2023 at 11.00 AM in the Conference Hall of DGTR (Jeevan Tara Building, 4th Floor, Parliament Street, New Delhi -110 001, India).

(a) The Bidders will have to ensure that their queries, if any, on pre-bid meeting should reach to Deputy Secretary (Administration), DGTR, Jeevan Tara Building, 4th Floor, Parliament Street, New Delhi -110 001, India; by email at dgtr-india@gov.in between 12<sup>th</sup> April, 2023 and 8<sup>th</sup> May, 2023.

(b) The queries should necessarily be submitted in the following format:

<b>S. No.</b>	<b>RFP Document Reference(s) (Section &amp; Page Number(s))</b>	<b>Content of RFP requiring Clarification(s)</b>	<b>Points of Clarification</b>
<b>1</b>			
<b>2</b>			
<b>3</b>			

(c) The DGTR shall not be responsible for ensuring that the bidders' queries have been received by it. Any requests for clarifications post the indicated date and time may not be entertained by the DGTR.

### **3.1.2 Responses to Pre-Bid Queries and Issue of Corrigendum**

(a) The Nodal Officer notified by the DGTR will endeavor to provide timely response to all queries. However, the DGTR makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does the DGTR undertake to answer all the queries that have been posed by bidders.

(b) At any time prior to the last date for receipt of bids, the DGTR may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.

(c) The Corrigendum(s) & clarifications to the queries from all bidders will be published in the CPP Portal, DGTR website and emailed to all prospective bidders to whom the RFP was issued including participants of the pre-bid conference.

(d) Any such corrigendum(s) shall be deemed to be incorporated into this RFP.

(e) In order to provide prospective bidders reasonable time for taking the corrigendum(s) into account, the DGTR may, at its discretion, extend the last date for the receipt of Proposals.

### **3.2 Preparation of Proposals**

3.2.1 Agencies are required to submit a Pre-Qualification proposal, technical proposal and a



Financial Proposal in three separate sealed envelopes and all three sealed envelopes must be put inside an outer envelope. Proposal must be submitted following the guidelines as specified below:

**a. Pre- Qualification/eligibility Proposal:**

**3.2.2 Documentary evidence to be submitted to support pre-qualification eligibility:**

Agencies are required to provide documentary evidence for all the pre-qualification eligibility criteria as mentioned in Clause 4.1 below. The eligibility Performa is to be submitted as per **Annexure-II**.

**b. Technical Proposal:**

3.2.3 The agencies are required to provide the Technical Proposal as specified below in this RFP document.

3.2.4 The Technical Proposal shall contain the following:

- i. Particulars of the Bidder along with details (**Annexure -III**).
- ii. The sample designs for Web Application must be provided. Each design option/template must include the design for homepage as well as inner page of Web Application. Sample designs supplied with technical proposal are for evaluation purpose only. Selected implementing agency, upon receiving the work order, will need to supply **FRESH** design options for the Application in discussion with DGTR. A committee formed by DGTR will reserve the right to finalize the Web Application design in consultation with the selected implementing agency. Application development will start only after the approval of the design by the committee in writing.
- iii. Comprehensive details of proposed Web Application and its features and functionalities.
- iv. Details of present clientele and projects of comparable stature.
- v. An undertaking/Declaration (**Annexure -IV**) on the letterhead of the agency and signed by an authorized signatory, that the implementing agency will undertake the assignment, in accordance with the Scope of Work detailed in the RFP document and at the cost submitted by the implementing agency in the financial proposal (the cost is not to be indicated in the undertaking). The above undertaking submitted by the agencies would be binding on the implementing agency;

3.2.5 The Technical Proposal shall not include any financial information.

### **c. Financial Proposal**

3.2.6 In preparing the Financial Proposal, agencies need to take into account the requirements and conditions outlined in the RFP document. Financial bid must be submitted as per the format given in **Annexure -V**.

3.2.7 Letter/Form of Financial Bid (**Annexure -V**) should include:

I. Total cost (Taxes are excluded) of the project should be broken into the following:

- i. Cost for Design, Development, Implementation of ARTIS Web Application.
- ii. Hosting charges and launch of ARTIS Web Application in Production Environment including server selection viz. NIC/other MeitY empaneled Service providers; and Training thereof.
- iii. The cost of STQC certification on the issue of the User Acceptance Certificate i.e., upon successful completion of the project which will be paid on actual basis.
- iv. Cost for Maintenance, technical support and minor changes of web application for a **period of three years** from the date of successful completion of the Project and issue of user acceptance certificate by DGTR to be quoted separately for each year.
- v. Cost for Maintenance, technical support and minor changes of web application for additional two years after successful maintenance for three years to be quoted separately for each year.

3.2.8 Taxes/GST as applicable in India will be paid as per actuals and the same may be indicated during the bill processing.

3.2.9 The cost quoted will be firm and fixed for the duration of performance of the contract. At **no point of time** will any deviation from the quoted rate be entertained by DGTR.

3.2.10 The Financial Bid shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

### **3.3 Submission of Proposals**

3.3.1 The original proposal (containing Pre-Qualification/Eligibility Proposal, Technical Proposal and Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the agency itself. Any such corrections must be authenticated by the persons or person who sign (s) the proposals.

**3.3.2 The Eligibility Proposal should be placed in a sealed envelope and superscribed "Pre-Qualification/Eligibility Proposal for Design, Development, Implementation and**

**Maintenance of ARTIS Web Application”.**

**3.3.3 Technical Proposal should be placed in a sealed envelope and superscribed “Technical Proposal for Design, Development, Implementation and Maintenance of ARTIS Web Application”.**

**3.3.4 The Financial Proposal shall be placed in a separate sealed envelope and superscribed “Financial Proposal for Design, Development, Implementation and Maintenance of ARTIS Web Application”.**

3.3.5 All three sealed envelopes should be put into an outer envelope and sealed. The outer envelopes shall be superscribed “Design, Development, Implementation and Maintenance of ARTIS Web Application”. The bottom left corner of the outer cover should carry the full name, address, Mobile/telephone numbers, e-mail ID etc. of the agency submitting the proposal.

3.3.6 If three proposals are not submitted in a separate sealed envelope duly superscribed as indicated above, this will constitute grounds for declaring the bid non-responsive.

3.3.7 The envelope containing the sealed Pre-Qualification/Eligibility Proposal, Technical Proposal and Financial Proposals should be addressed to:

**Deputy Secretary (Administration)**  
**Directorate General of Trade Remedies,**  
**Jeevan Tara Building, 4<sup>th</sup> Floor,**  
**Parliament Street,**  
**New Delhi -110 001, India**  
**Email: [dgtr-india@gov.in](mailto:dgtr-india@gov.in)**

3.3.8 The proposals must be submitted **on or before 22<sup>nd</sup> May, 2023 - 5:00 PM.**

3.3.9 No proposal will be accepted after the deadline for submission and in the event of any proposal being received after the closing time for submission of proposals, the same shall be rejected or returned un-opened.

### **3.4 Opening of Proposals and Selection Process**

3.4.1 The Pre-Qualification/Eligibility proposals will be opened at first instance for checking

the pre-qualification eligibility of the participating bidders. For evaluation, two bid system will be followed; after checking the eligibility of the bidders, technical bids will be opened and evaluated. **Eligible participating bidders will be invited for a presentation of the technical proposals before the technical evaluation committee. Bidders will need to present the functionalities of the proposed ARTIS Web Application. The participating bidders will need to present design options/templates, tools & technologies for development etc. for ARTIS Web Application. Important Dates related to this RFP are given in the beginning of this document.**

3.4.2 It is clarified that prospective bidders scoring 70% and more in the Technical Proposal (please refer to **Section 4.2 of this RFP document**) will be deemed to qualify for the second stage of the bid evaluation. At the second stage, financial bids of only technically qualifying bidding parties will be opened and the lowest bid (L1) bid from the technically qualifying bidders will be accepted. Financial bids need to be submitted as per the format given in **Annexure -V**.

3.4.3 From the time the Technical Proposals are opened to the time the contract is awarded, if any agency wishes to contact DGTR on any matter related to its proposal, it should do so only in writing to [dgtr-india@gov.in](mailto:dgtr-india@gov.in). Any effort by the agency to influence the DGTR in the proposal evaluation or contract award decisions may result in rejection of the proposal of the Agency. The RFP related communication and updates will be posted on the website of DGTR i.e., <https://www.dgtr.gov.in> and on ePublish portal of Central Public Procurement Portal (CPPP) i.e., <https://eprocure.gov.in/eprocure/app> .

### **3.5 Language of Proposal**

The Proposals, correspondences and documents shall be written in English language only. If any supporting documents submitted are in any language other than English, true and verbatim translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

### **3.6 Disclaimer**

1. This RFP document is neither an agreement nor an offer by DGTR to the prospective agency or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.
2. DGTR does not make any representation or warranty as to the accuracy, reliability or

completeness of the information in this RFP document and it is not possible for DGTR to consider particular needs of each party who reads or uses this RFP document. This RFP includes statements which reflect various assumptions and assessments arrived at by DGTR in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the information that each agency may require. Each prospective agency should conduct its own investigations, analyses, check the accuracy, reliability and completeness of the information provided in this RFP document; and obtain independent advice from appropriate sources.

3. DGTR will not have any liability to any prospective bidder/agency/ Firm/ or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the assignment, the information and any other information supplied by or on behalf of DGTR or their employees, any Agency or otherwise arising in any way from the selection process for the assignment. DGTR will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any agency upon any statements contained in this RFP.
4. DGTR will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that DGTR is bound to select an agency or to appoint the selected agency, as the case may be, for the services and DGTR reserves the right to accept/reject any or all of proposals submitted in response to this RFP document at any stage without assigning any reasons whatsoever. DGTR also reserves the right to withhold or withdraw the process at any stage without any intimation.
5. The information given is not exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DGTR accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. DGTR reserves the right to change/ modify/ amend any or all provisions of this RFP document. Such revisions to the RFP/amended RFP will be made available on the website of DGTR i.e., <https://www.dgtr.gov.in> and on e-Publish portal of Central Public Procurement Portal (CPPP) i.e., <https://eprocure.gov.in/eprocure/app> .

#### 4. Criteria for Evaluation

##### 4.1 Pre-Qualification Criteria

S.No.	Criteria	Document/Proof
1	The bidder should have an experience of over three years working in the area of Web Application design, development and maintenance. The service provider should have the capability to provide online support to the office of DGTR within 02 hours, along with the offline support, if required within 12 hours.	Copy of the certificate of incorporation should be enclosed.
2	The agency should have achieved a minimum average annual turnover of INR 3 Crore during the last three financial years from the software development/maintenance supports activities.	A CA certificate should be enclosed stating the same.
3	The agency should have demonstrated experience in handling similar projects (designing, development & implementation of Web applications) of comparable stature for Central Government departments, State Government departments, PSUs, Public Listed Company and/or any other organizations of repute.	Detail of at least three similar projects along with the work completion testimonial (on Client's letterhead) and project cost needs to be provided.
4	The agency should be able to depute a qualified web design, development and maintenance team, for undertaking the project. The service provider should have at least 35 technically qualified IT Professionals on its payroll for being considered for the project. The agency team would need to work closely with DGTR.	A. Certificate from HR Department / Authorized signatory should be enclosed stating the number of qualified IT professionals on its pay roll. B. List of regular technical employees/ team members proposed to work on this project may be supplied along with their CVs.
5	The agency must have CMMI level-3 certification or	Copies of the said valid

	above; and ISO 9001:2015 and 27001:2018.	certificates should be enclosed.
6	The bidder must have successfully executed/completed at least one single order of 1 crore or 2 orders each of 50 lacs or 3 orders each of above 35 lacs for similar service in last three years with any Central/ State Govt. organizations/PSU/public listed company and/or any other organizations of repute.	Copies of contracts/work orders and documentary evidence of the successful execution/completion in support of past experience of similar service along with names, address and contact details of clients shall be uploaded with the bid for verification by the buyer.
7	A participating agency which has earlier been barred by Department of Commerce, NIC or blacklisted by any State /UT Government or Central Government Department / Agency in India from participating in bidding process for providing similar services shall not be eligible to submit bids, if such bar subsists as on the submission due date.	The participating agency shall be required to furnish an affidavit/declaration that there is no such bar imposed and existing as on date.

**Bidders who meet the pre-qualifications eligibility criteria requirements would be considered as qualified to move to the next stage of technical bid evaluations.**

#### **4.2 TECHNICAL BID EVALUATION CRITERIA**

<b>S. No.</b>	<b>Parameter</b>	<b>Maximum Marks</b>
<b>1</b>	<b>Company Profile</b>	<b>30</b>
A	<b>Average Annual Turnover of company</b> over last three years from the bid related services (in INR) <ul style="list-style-type: none"> <li>• <math>\geq 5</math> crore = 10 Marks</li> <li>• <math>\geq 4</math> crore and <math>&lt; 5</math> crore = 8 Marks</li> <li>• <math>\geq 3</math> crore and <math>&lt; 4</math> crore = 6 Marks</li> </ul>	10
B	<b>Manpower on Payroll</b>	10

	<ul style="list-style-type: none"> <li>• <math>\geq 55</math> employees = 10 Marks</li> <li>• <math>\geq 45</math> employees but <math>&lt; 55</math> employees = 8 Marks</li> <li>• <math>\geq 35</math> employees but <math>&lt; 45</math> employees = 6 Marks</li> </ul>	
<b>C</b>	<p><b>Certification</b></p> <p><b>I) CMMI Certificates</b></p> <ul style="list-style-type: none"> <li>• CMMI Level 5 Certificate = 5 Marks</li> <li>• CMMI Level 3 Certificate = 3 Marks</li> </ul> <p><b>II) ISO Certificates</b></p> <ul style="list-style-type: none"> <li>• 9001:2015 and 27001:2018 ISO Certificate = 5 Marks</li> <li>• Only 9001:2015 ISO Certificate = 3 Marks</li> </ul>	<b>10</b>
<b>2</b>	<b>Relevant Past Experience</b>	<b>15</b>
	<p>Experience in Central Government/ State Government/PSU and/or other organizations of repute (Web based e-Governance Application Development Projects only)</p> <ul style="list-style-type: none"> <li>• <math>\geq 5</math> Projects = 15 Marks</li> <li>• <math>\geq 3</math> Projects but <math>&lt; 5</math> Projects = 12 Marks</li> <li>• 2 Projects = 9 Marks</li> </ul>	
<b>3</b>	<b>Technical Presentation</b>	<b>40</b>
	<p>Technical Presentation by the bidder which may include:</p> <p>(i) Approach, Methodology, Demonstration of understanding of the DGTR's requirements and Project work break down structure – 10 Marks</p> <p>(ii) Proposed design – 15 Marks</p> <p>(iii) Proposed features and functionalities – 15 Marks</p>	
<b>4</b>	<b>Resource Profile</b>	<b>15</b>
	<b>Total</b>	<b>100</b>

**Each bidder will have to score an aggregate of 70 out of 100 in technical evaluation criteria to qualify for the technical bid.**

#### **4.3 Technical Evaluation Committee**

- A. The DGTR will constitute a Technical Evaluation Committee to evaluate the responses of the bidders and this committee shall evaluate the responses to the RFP and all



supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.

- B. The decision of the Technical Evaluation Committee in the evaluation of the responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- C. The Technical Evaluation Committee may ask for meetings and presentations with the Bidders and/or seek clarifications on their proposals.
- D. The Technical Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- E. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

#### **4.4. Financial Bid Evaluation**

4.4.1 The Financial Bids of only technically qualified bidders will be opened and no correspondence in this regard would be entertained by this Directorate. The result of technically qualified bidders will be communicated separately and/or posted on website of DGTR i.e., <https://www.dgtr.gov.in> and on Central Public Procurement Portal (CPPP) i.e., <https://eprocure.gov.in/eprocure/app>.

4.4.2 The bids would be evaluated on Least Cost Basis with lowest qualifying financial bid (L1) will be awarded the contract.

#### **5. Time Frame**

5.1 The time frame to study requirements of DGTR for the ARTIS Web Application, proposals for the design and getting approved by the committee of DGTR, development of the web application including, web hosting, security audit clearance, SSL certification and launching/go live will be **06 months** from the date of award of the contract.

5.2 The Web Application so developed would be under trial-cum-feedback-cum-stabilization period for 06 months from the date of its successful launch. The acceptance certificate of the Web Application will be issued by the DGTR upon successful completion of the said trial period. The Standardization Testing and Quality Certification (STQC certification) for GIGW compliance will be submitted by the implementing agency upon successful completion of the project i.e., on issue of the user acceptance certificate. Moreover, the Implementing agency shall be liable to update the DGTR on fortnightly basis the progress made during this period of

06 months.

5.3 The maintenance period of three years will start from the successful completion of Project and issue of acceptance certificate. Maintenance period may be further renewed for a period of two years, on yearly basis, for a maximum total maintenance period of 5 years) on the similar terms and conditions and subject to the satisfactory performance of the implementing agency, from time to time.

5.4 Extension, if any, in the time line related to this project will be under extraordinary circumstances with the approval of the competent authority in the DGTR.

## **6. Payment Terms**

### **6.1 Payment Schedule (Linked to performance and achieving milestones)**

The payment will be made for successful completion of design, development, implementation and maintenance of Web Application including Security Audit clearance and STQC certification for GIGW compliance as per schedule given below:

S. No.	Milestones	Time Frame	Payment (%) INR
1.	Design, Development, Implementation, launch of Web Application including web-hosting, Security Audit, Go-live of website Application, and SSL certification etc.	Within 06 months from the date of award of Contract	30% of the development cost (refer to Clause 6.2.2) will be paid upon successful launch of the Web Application.
2.	On completion of the Project, issue of the acceptance certificate and completion of training.	06 months from the date of successful launch of ARTIS Web Application	70% of the development cost (refer to Clause 6.2.2) will be paid upon the issue of acceptance certificate.
3.	Submission of STQC certificate by the Implementing Agency.	On issue of the user acceptance certificate (i.e., upon successful completion of the	The STQC certificate cost will be reimbursed on Actual basis.

		project)	
4.	Maintenance of Web Application along with required technical support for a period of three years from the date of successful completion of the Project and issue of acceptance certificate.	03 years	The yearly maintenance cost will be given in 4 equal instalments (i.e., Quarterly basis) on production of the successful maintenance service certificate issued by DGTR.

**Note: It is clarified that the payments will be made by the DGTR only after satisfactory completion of work as certified by DGTR through completion certificate.**

## 6.2 Payment Terms and Conditions

6.2.1. In reference to cost segregation w.r.t Annexure-V, the payments terms used as below:

- X = Cost for Design, Development, Implementation of ARTIS Web Application.
- Y = Hosting charges and launch of ARTIS Web Application in Production Environment including server selection viz. NIC/other MeitY empaneled Service providers; and Training thereof.
- Z = Cost for Maintenance, technical support and minor changes of web application for **a period of three years** from the date of successful completion of the Project and issue of user acceptance certificate by DGTR to be quoted separately for each year.
- M = Cost for Maintenance, technical support and minor changes of web application for additional two years after successful maintenance for three years to be quoted separately for each year.

6.2.2. The Contracted value of (X+Y) will be known Development Cost and the overall contacted value of (X+Y+Z) will be known as Total Contract Value/Project cost.

6.2.3. The successful bidder will have to sign an **indemnity bond (as per Indemnity Clause 7.4)** of the amount equal to the development cost (refer to Clause 6.2.2) with the DGTR at the time of signing the contract assuring mandatory maintenance of the Web Application for three years upon the issue of acceptance certificate.

## **7. Bid Specific Terms and Conditions**

### **7.1 Earnest Money Deposit (EMD)**

7.1.1 The Bidder shall furnish, as part of its bid, EMD of the amount and in the format as mentioned/provided in this RFP document (**Annexure-VI**). The EMD is required to protect the DGTR against the risk of Bidder's conduct which would warrant the EMD's forfeiture. Unsuccessful Bidder's EMD will be discharged or returned after award of contract to the successful Bidder. No interest will be paid by the DGTR on the EMD amount. The successful Bidder's EMD shall be discharged upon the successful award of contract subject to furnishing the performance security.

7.1.2 The EMD may be forfeited:

1. If a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid; OR
2. In the case of a successful bid, if the Bidder fails;
  - i. to sign the Contract; or
  - ii. to furnish performance security.

7.1.3 EMD details:

Amount	INR 1,00,000/- (One Lakh Rupees)
Mode of payment	Demand Draft or Bank Guarantee from Nationalized/ Scheduled commercial bank
Drawn in favour of	CPAO Commerce
Payable city	New Delhi
Validity	45 days from the award of contract

### **7.2 e-Performance Bank Guarantee (e-PBG)**

7.2.1. Within 15 days of the receipt of notification of award or Letter of Intent (LoI) from the DGTR, the successful Bidder shall furnish the performance bank guarantee of 3% of total contract value in accordance with the Conditions of Contract, in the form of Performance Bank Guarantee prescribed in this RFP document (**Annexure-VII**) given by any nationalized/ scheduled bank.

7.2.2. Failure of the successful Bidder to comply with the requirement mentioned by this RFP document shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event the DGTR may award the Contract to the next best evaluated bid or call for new bids.

7.2.3. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Bank Guarantee shall be borne by the bidder. The successful bidder shall ensure that the Performance Guarantee is valid at all times during the Term of the contract (including any renewal) and for a period of 180 days beyond all the contractual obligations/ completion of contract period/ tenure of the appointment.

7.2.4. In the event of the bidder being unable to service the contract for whatever reason, DGTR will encash the PBG. Notwithstanding and without prejudice to any rights whatsoever of DGTR under the contract in the matter, the proceeds of the PBG shall be payable to DGTR as compensation for the bidder's failure to perform/comply with its obligations under the contract. DGTR shall notify the bidder in writing of the exercise of its right to receive such compensation within 14 days.

7.2.5. Before encashing the PBG, the agency will be given an opportunity to represent before DGTR. The decision of DGTR on the representation given by the agency shall be final and binding. If circumstances so warrant, the matter may be referred to an arbitrator(s) as appointed under Dispute Resolution Mechanism (Section 7.3) of this RFP.

7.2.6. The PBG is required to protect DGTR against the risk of selected bidder's conduct, which would warrant the PBGs forfeiture.

### **7.3 Dispute resolution between the buyer and the implementing agency/service provider**

#### **7.3.1 Conciliation:**

- i. The Parties (i.e., the Purchaser/Buyer and the Implementing Agency) undertake that any conflict or dispute that may arise between them shall first be dealt with in the manner stated below, irrespective of any other recourse, which any Party may have in law or in equity.
- ii. In the event of any conflict or dispute arising out of or in connection with the contract, the parties shall endeavor to settle such disputes amicably. If a dispute is not resolved within 30 (thirty) days after a written notice of any dispute by one Party to the other, the same shall then be resolved through the mechanism of a Dispute Resolution Committee. This Dispute Resolution Committee shall comprise of representatives of

both the Buyer and the Implementing Agency and shall be chaired by the Director General (hereinafter referred as “DG”), Directorate General of Trade Remedies (hereinafter referred as “DGTR”) or any other person as authorized by the DG, DGTR. If the Dispute Resolution Committee is not able to resolve the matter within 30(thirty) days of its formation, the dispute shall then be referred to Arbitration.

### **7.3.2 Arbitration:**

- i. In the event of any conflict / dispute arising out of or in connection with the Contract, which has not been resolved in accordance with the procedure laid down in Clause 7.3.1 above, the aggrieved Party may invoke Arbitration by sending a written notice to the other Party. The same shall be referred to a sole arbitrator mutually appointed by both the Parties.
- ii. The arbitration shall be conducted in the English language. Arbitration proceedings can also be conducted online, as per the discretion of the sole Arbitrator.
- iii. The cost of the Arbitration shall be equally borne by both the Parties.
- iv. The award of the sole Arbitrator shall be final and binding on the Parties to the Contract. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996, as amended up to date. The seat of arbitration shall be at the place of the principal place of business of the DGTR.
- v. The Contract shall be interpreted and governed in all respects in accordance with the laws of India. All disputes in connection with or arising out of the Contract, shall be subject to the exclusive jurisdiction of the Courts at Delhi only.
- vi. Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

### **7.3.3 Laws Governing the Contract:**

- i. The contract shall be governed by the laws of India for the time being in force.
- ii. Irrespective of the place of delivery, the place of performance or the place of payment under the contract, the contract shall be deemed to have been made at the registered address of the Buyer.

### **7.3.4 Termination for Default:**

If the Implementing Agency does not perform its obligations within the Delivery Period / Date mentioned in the Contract, the same would constitute the breach of the Contract and the Buyer shall have the right to Cancel or Withdraw the Contract for the unsupplied

portion after the expiry of the original, extended or re-fixed delivery date or period stipulated in the Contract. Such cancellation of contract on account of non - performance by the Implementing Agency would entitle the Buyer to forfeit the total payment for the part performance carried out by the Implementing Agency along with the performance guarantee.

#### **7.4 Indemnity Clause**

7.4.1 The Implementation Agency shall indemnify the department from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the contract period out of:

- A. any negligence or wrongful act or omission by the Implementation Agency or any third party associated with the Implementation Agency in connection with or incidental to this Contract; OR
- B. any breach of any of the terms of the Implementation Agency's bid as agreed, the RFP and this Contract by the Implementation Agency; OR
- C. any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied goods and related services or any part thereof

7.4.2 The Implementation Agency shall also indemnify the department against any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property etc.

7.4.3 The implementing Agency shall indemnify the department with the amount equal to the development cost (refer to Clause 6.2.2) in the form of indemnity bond as per **Annexure -VIII**.

7.4.4 Regardless of anything contained hereinabove (except for the Implementation Agency's liability for bodily injury and/ or damage to tangible and real property for which it is legally liable and its liability for patent and copyright infringement in accordance with the terms of this Contract) the total liability of the Implementation Agency, is restricted to the total value of development cost (refer to Clause 6.2.2) and the Implementation Agency is not responsible for any third-party claims.

Scope of work for Design, Development, Implementation and Maintenance of ARTIS Web Application.

**Functional requirements included but not limited to:**

**1. User authentication and authorization:** Users should be able to log in to the system using their credentials and access documents based on their permissions. User authentication is the process of verifying a user's identity, while authorization is the process of granting or revoking access to resources or functionality based on the user's role or permissions.

- **Protecting sensitive information:** By requiring users to authenticate themselves before accessing certain resources, the system can ensure that only authorized users have access to sensitive information.
- **Enforcing permissions:** By granting or revoking access to resources or functionality based on a user's role or permissions, the system can ensure that users can only perform actions that they are authorized to perform.
- **Providing a secure environment:** By requiring users to authenticate themselves before accessing the application, the system can create a secure environment that helps protect against unauthorized access and potential security threats.
- **Tracking user activity:** By logging user activity, the system can track which users are accessing which resources and when, providing a record of who did what within the application.
- **Personalizing user experience:** By allowing users to log in to the application, the system can personalize the user experience by remembering user preferences and providing personalized content or recommendations.

**2. User and Role management:**

- **Create and manage user accounts:** The system should allow administrators to create and manage user accounts.
- **Define roles:** The system should allow administrators to define different roles and assign permissions to each role.



- **Assign roles to users:** The system should allow administrators to assign roles to individual users or groups of users.
- **Manage permissions:** The system should provide a way for administrators to manage permissions for each role, including granting or revoking access to specific resources or functionality.
- **View and edit roles:** Administrators should be able to view and edit existing roles, including changing the permissions associated with a role.
- **Deactivate accounts:** The system should allow administrators to deactivate a user's account if it is no longer needed, to prevent the user from accessing resources or functionality that they should not have access to.
- **Edit user details:** Administrators should be able to edit a user's account details, such as their name, email address, and phone number.
- **Reset passwords:** The system should allow administrators to reset a user's password if needed, for example, if the user has forgotten their password.
- **View user activity:** Administrators should be able to view a user's activity, including which resources they have accessed and when.
- **Deactivate roles:** The system should allow administrators to deactivate a role if it is no longer needed, to prevent users from continuing to access resources or functionality that they should not have access to.
- **Auditing:** The system should track and log changes made to roles, including who made the changes and when they were made, to ensure accountability and transparency.

### 3. Parent User and Child User hierarchy:

- **Create parent and child accounts:** The system should allow administrators to create parent accounts and associate child accounts with them. This allows parents to manage their children's accounts and access to resources.
- **Set permissions:** Administrators should be able to set permissions for parent and child accounts, determining what resources and functionality each user has access to.
- **Link and unlink accounts:** Administrators should be able to link and unlink child accounts to and from parent accounts, as needed.
- **View hierarchy:** Administrators should be able to view the parent and child relationships between accounts and see which accounts are linked together.
- **Profile management:** The system should allow users to manage their own profile

information, such as name, email address, and contact information.

- **Auditing:** The system should track and log changes made to parent and child account relationships, including who made the changes and when they were made, to ensure accountability and transparency.
- **Notifications:** The system should provide notifications for the user when a document they are working on has been changed by another user or when they have been assigned a task. This allows parents to monitor their children's activity and ensure that they are using the system appropriately.

**4. Upload file storage and organization:** File storage and organization is a key functionality as it allows users to store and manage their documents in a secure and organized way. It should support different file types and allow users to categorize and tag documents for easy search and retrieval.

- **Secure storage:** The system should provide a secure way to upload and store documents, such as encrypting the documents at rest and over the network, to protect against unauthorized access.
- **File hierarchy:** The system should allow users to create a hierarchy of folders and subfolders to organize their documents in a logical and intuitive way.
- **File tagging and categorization:** The system should allow users to tag and categorize their documents using metadata, such as keywords or tags, to make it easier to find and retrieve documents later.
- **File previews:** The system should allow users to preview the contents of a document without opening it, to help users quickly find the documents they need.
- **File search:** The system should have a robust search function that allows users to search for documents based on keywords, tags, or metadata.
- **File sharing:** The system should allow users to share their documents with other users, either by sending a link to the document or by giving the other user access to the folder where the document is stored.
- **Notifications:** The system should notify users when their file is uploaded successfully.

**5. Email correspondence:**

- **Email integration:** The system should be able to integrate with email clients, such as Outlook or Gmail, to allow stakeholders to easily send and receive emails directly from

the application.

- **Email threading:** The system should be able to thread multiple emails together, allowing stakeholders to view the entire conversation history in one place and continue a conversation from where it left off.
- **Email notification:** The system should notify stakeholders when a new email has been added to a thread, or when a reply has been sent to their email.
- **Document commenting:** The system should allow stakeholders to add comments to email threads, allowing for discussion and collaboration on the document.
- **File attachment:** The system should support the ability to attach files to emails.
- **Audit trails:** The system should track and log any changes made to the email, including who made the changes and when they were made, to ensure accountability and transparency.
- **Search:** The system should allow stakeholders to search for specific emails within a thread and filter results based on certain criteria such as sender, recipients, and keywords.

## 6. SMS correspondence:

- **SMS integration:** The system should be able to integrate with SMS providers, to allow stakeholders to receive SMS notifications directly from the application.
- **SMS notifications:** The system should notify stakeholders via SMS for specific events or actions, such as when a document has been uploaded, edited or a new task has been assigned.
- **Customizable SMS Templates:** The system should allow administrators to customize SMS templates, so they can craft the specific message they want to send to stakeholders.
- **SMS opt-in/opt-out:** The system should allow stakeholders to opt-in or opt-out of SMS notifications, giving them the choice of which notifications, they receive.

**7. Version control:** The system should keep track of different versions of a document and allow users to view and revert to previous versions if needed. As it allows users to track and manage different versions of a document over time.

- **Track changes:** The system should keep track of changes made to a document and allow users to view a history of those changes.
- **Lock document:** The system should allow users to lock a document to prevent other

users from making changes while they are working on it.

- **Notify users of changes:** The system should notify users when a document they are working on has been changed by another user, to avoid conflicts and ensure that users are working on the most up-to-date version.
- **Auditing:** The system should track and log changes made to a document, including who made the changes and when they were made, to ensure accountability and transparency.

**8. Collaboration:** The system should enable users to collaborate and track changes made by different users and different team.

- **Commenting:** The system should allow users to leave comments on a document, either to provide feedback or to ask questions of other users.
- **Task assignment:** The system should allow users to assign tasks related to a document to other users, and track the progress of those tasks.
- **Notifications:** The system should notify users when a document they are working on has been changed by another user, or when they have been assigned a task related to a document.
- **Auditing:** The system should track and log changes made to a document, including who made the changes and when they were made, to ensure accountability and transparency.

**9. Search and retrieval:** The system should have a robust search function that allows users to quickly find documents based on keywords, tags, or metadata. as it allows users to quickly find the documents they need.

- **Keyword search:** The system should allow users to search for documents based on keywords or phrases contained in the document or its metadata.
- **Filtering and sorting:** The system should allow users to filter and sort search results based on various criteria, such as the date the document was created or last modified, the file type, or the document owner.
- **Faceted search:** The system should allow users to narrow down search results using multiple facets, such as tags, categories, or metadata fields.

**10. Security:** The system should have robust security measures in place to protect against unauthorized access to documents and potential security threats.

- **Encryption:** The system should encrypt data at rest and over the network, to protect against unauthorized access.
- **Access control:** The system should enforce access control, granting or revoking access to resources or functionality based on a user's role or permissions.
- **Data backup and recovery:** The system should have robust data backup and recovery procedures in place to ensure that data is not lost in the event of a disaster.
- **Compliance:** The system should be compliant with relevant regulations and standards, such as GDPR, to ensure that data is handled and protected appropriately. Compliance of web standards and guidelines issued by Government of India time to time and certification by the CERT-in empaneled agencies, STQC, DEITY for GIGW compliance. A cyber audit including a VAPT as per OWASP.
- **Auditing:** The system should track and log user activity, including access to resources and functionality, to help identify and prevent security threats.

**11. Reports Generations:** The system should be able to generate reports based on specified criteria, such as date range, user activity, or document type etc.

- **Report export:** The system should allow reports to be exported in various formats, such as PDF, Excel, or CSV etc. for easy sharing and analysis.
- **Report sharing:** The system should allow reports to be shared with other stakeholders, either through the web application or by email.
- **Report filtering:** The system should allow reports to be filtered based on specific criteria, such as date range, user activity, or document type etc.
- **Report history:** The system should provide a log or history of all reports generated, allowing stakeholders to view the history of reports they have received.
- **Report permissions:** The system should allow administrators to set permissions for who can access and generate reports, to ensure the reports are only shared with the appropriate stakeholders.

**12. System Change and Version Control:** All changes to any component of the system must follow an approved Change Management process. The process should be based on an industry ITSM framework. For any change, the following should be ensured:

- Conduct a detailed impact analysis
- Prepare change plans backed by rollback plans
- Communicate change requirements appropriately
- Obtain requisite approvals
- Adjust schedules to minimize impact on the Production environment
- Update all associated documentation post stabilization of the implemented change
- Maintain version control for all software changes

The IA (Implementation Agency) should define the Software Change Management and Version Control Process. For any changes to the solution, the IA should prepare detailed documentation including proposed changes and impact to the system in terms of functional outcomes and additional features added to the system. The IA should ensure that software and hardware version control is maintained for the entire contract duration.

**Hosting requirements included but not limited:**

1. **Domain name:** A domain name is the address that users type into their web browser to access your website. You will need to register a unique domain name for your website.
2. **Web hosting:** Web hosting is a service that stores your website and makes it available on the internet. You will need to choose a web hosting provider and sign up for a hosting plan that meets the needs of your website as provided by NIC/other MeitY empaneled service providers from time to time.
3. **Scalability:** The system should be able to handle an increasing number of users and documents over time. Scalability refers to a system's ability to handle an increasing number of users and data over time without experiencing performance issues or downtime. In order to ensure that the system remains responsive and available as usage grows, it may be necessary to scale up the system's resources, such as by adding more servers or increasing the capacity of existing servers.
4. **Performance:** Performance refers to how quickly and reliably the system responds to user requests. A system with good performance will be fast and responsive, with minimal downtime. Poor performance can lead to frustration for users and lost productivity.
5. **Data backup and recovery:** Data backup and recovery refers to the processes and procedures in place to ensure that data is not lost in the event of a disaster, such as a hardware failure or a cyber-attack. This may include regularly backing up data to a

separate location and having a plan in place to restore data from the backup in the event of a disaster.

6. **Document archiving:** The system should be able to automatically archive documents that meet specified criteria, such as document age or document type etc.
7. **Document retrieval:** The system should allow archived documents to be easily retrieved, either through a search or by browsing the archives.
8. **Compliance:** The system should be compliant with relevant regulations and standards, such as GDPR, to ensure that data is handled and protected appropriately.
9. **Security:** Security refers to the measures in place to protect against unauthorized access and potential security threats. This may include user authentication, access control, and encryption of data at rest and over the network. It is important to secure your website and protect it from potential threats, such as malware and hacking attacks. You may need to implement security measures such as SSL certificates and firewalls.
10. **Monitoring and maintenance:** Monitoring and maintenance refers to the ongoing efforts to ensure that the system is performing optimally and to identify and fix any issues as they arise. This may include regularly monitoring the system for performance and security issues and performing regular maintenance, such as applying software updates and patches.
11. Deploying an application for high availability involves ensuring that the application is available and accessible to users at all times. Here are some key considerations for deployment and hosting infrastructure for high availability:
  - **Load balancing:** Use a load balancer to distribute traffic across multiple instances of the application running on different servers, to ensure that the application is available even if one or more servers fail.
  - **Redundancy:** Use redundancy by deploying multiple instances of the application across different servers or data centers, so that if one server or data center goes down, the application can still be accessed through another.
  - **Auto-scaling:** Use auto-scaling to automatically adjust the number of instances of the application running in response to changes in traffic volume, to ensure that there is always enough capacity to handle user requests.
  - **Database replication:** Use database replication to ensure that the database is available and accessible even if one database server fails. Replicating the database to multiple servers ensures that there is always a copy of the data available.

- **Disaster recovery:** Have a disaster recovery plan in place that includes regular backups of the application and its data, as well as a plan for recovering the application and data in the event of a disaster.

12. Preferences for the technology stack that should be used in the development of the application:

- **Minimum use of third-party frameworks and tools:** The RFP may require that the development team minimizes the use of third-party frameworks and tools, in order to reduce dependencies and potential licensing issues. This may mean that the development team must build more components from scratch, which can increase development time and cost.
- **Use of open-source software:** The RFP may encourage or require the use of open-source software, in order to reduce licensing costs and dependencies on specific agency. The use of open-source software can also provide access to a wide range of pre-built components and libraries, which can speed up development and reduce costs.
- **Selection criteria for third-party frameworks and tools:** If the use of third-party frameworks and tools is allowed, the RFP may include criteria for selecting which ones to use. This may include factors such as performance, reliability, security, scalability, ease of use, and cost.
- **Open-source license compliance:** If open-source software is used, the RFP may require that the development team complies with the terms of the open-source licenses. This may involve providing attribution, making source code modifications available, or releasing the application as open source.
- **Security and reliability of third-party components:** If third-party components are used, the RFP may require that the development team ensures they are secure and reliable. This may involve conducting security assessments or verifying that the components have undergone security testing.
- **Support for open standards:** The RFP may require that the development team uses open standards wherever possible, in order to maximize interoperability with other systems and reduce lock-in to specific agency.

### 13. General requirements

- a) User friendly registration mechanism.



- b) Offline capabilities.
- c) Detailed analytics including the no. of downloads and user behaviors needs to be provided during maintenance of Application.
- d) Application should be able to accommodate the future scalability requirements.
- e) Application Admin should be easy in terms of usability and changes in design & content.
- f) Network level security, traffic to be encrypted using secured connectivity.
- g) Continuity measures, risk management plan for the continuity of services and data backup policy.
- h) Functional Requirement Documentation, Application Design Documentation, Application Installation guide, Application Administration guide and Application User Operation document to be provided.
- i) Identify risks if any post Application implementation along with mitigation plan.
- j) Storage disk space and memory required for the proposed Application.
- k) List out the assumptions related to load & infrastructure (such as mobile specifications, internet bandwidth etc.) so that there is minimal response time.
- l) Performance Testing, Security Testing & Usability Testing.
- m) Overall Integration, User acceptance testing & Go-Live.
- n) Role based access to DGTR to update the content.
- o) Handover, guidance and training to DGTR to make design changes, to update content and to maintain the proposed solution.

#### **14. Onsite training**

Training to DGTR staff on overall workflow of the developed solution and back-end administration functions should be provided.

#### **15. Three years Maintenance and Technical support**

Implementing Agency should provide dedicated single point contact and team to attend the maintenance requirements. Implementing Agency should maintain the web application for a period of three years from the date of successful completion of the Project (i.e., after the acceptance certificate is issued). The maintenance period will be for three years and may be extended for further two years. Apart from regular maintenance, the Implementing Agency should also provide technical support. Such maintenance and support should be via email, phone, remote login and in person (if required) to properly address, analyze and fix any issues being faced within 2 working hours and the non-response for the 12 hours will attract the penalty of Rs. 25,000 hourly

on pro rata basis.

16. In the event of any issue faced by the stakeholders of the ARTIS Web Application, the implementing agency must need to facilitate them by quickly identify and resolving these issues. Also, to ensures that the user receives timely updates on the status of their grievance and that their concerns are addressed in a timely and efficient manner.

### **Service Level Agreements**

The Service Level agreements have been logically segregated in the following categories:

- **Implementation phase related performance levels:** The SLAs under this category include installation and commissioning of software applications at DC and DR sites, delivery, installation, integration, and testing of all software applications required for the system to the satisfaction of the Purchaser, and conforming to the Service Levels Agreed.
- **Availability of Solutions:** The target uptime for the web portal shall be 99.9% in a month, with any planned downtime for maintenance being agreed upon and communicated to the purchaser beforehand. Otherwise, it will attract the penalty of Rs. 25,000 hourly on pro rata basis.
- **RTO (Recovery Time Objective):** This measures the time taken to restore services back to normal after a disaster or disruption. The target RTO is less than 2 hours, with penalties depending on the time taken to restore services.
- **RPO (Recovery Point Objective):** This measures the amount of data loss acceptable during a disaster or disruption. The target RPO is less than 30 minutes, with penalties depending on the time taken to restore services.

**Form: Compliance Sheet for Pre-qualification Proposal (as per Pre-Qualification Criteria)**

<b>S.No.</b>	<b>Basic Requirement</b>	<b>Document/Proof</b>	<b>Provided</b>	<b>Reference &amp; Page Number</b>
1	Agency/Firm existence and Technical Support	Copy of the certificate of incorporation should be enclosed.	Yes/No	
2	Annual Turnover	A CA certificate should be enclosed stating the annual turnover over last 3 years.	Yes/No	
3	Experience in handling similar/relevant projects	Detail of at least three similar projects along with the work completion testimonial (on Client's letterhead) and project cost needs to be provided.	Yes/No	
4	Manpower / IT Professionals	A. Certificate from HR Department / Authorized signatory should be enclosed stating the number of qualified IT professionals on its pay roll. B. List of regular technical employees/ team members proposed to work on this project may be supplied along with their CVs.	Yes/No	
5	Certification	Copies of the following certificates should be enclosed as: A. CMMI level-3 certification or above; and	Yes/No	

		B. ISO 9001:2015 and 27001:2018.		
6	Technical Capability	Copies of contracts/work orders and documentary evidence of the successful execution/completion in support of past experience of similar service along with names, address and contact details of clients shall be uploaded with the bid for verification by the buyer.	Yes/No	
7	Debarment	The participating agency shall be required to furnish an affidavit/declaration that there is no such bar imposed and existing as on date.	Yes/No	
8	Technical Particulars of the Bidder	As per Annexure-III	Yes/No	
9	Earnest Money Deposit (EMD)	Demand Draft/ Bank Guarantee along with Bank letter as in Annexure-VI	Yes/No	

**ANNEXURE-III**

**Particulars of the Bidder**

<b>S.No.</b>	<b>Particulars</b>	<b>Details</b>	
1	Name of Tendering Company/Firm/Agency (Attach Certificate of registration)		
2	Name of Proprietor/Director of Company/Firm/Agency		
3	Full Address of Reg. Office		
	Mobile/Telephone No.		
	FAX No.		
	E-Mail Address		
4	Full address of Operating/Branch Office		
	Mobile/Telephone No.		
	FAX No.		
	E-Mail Address		
5	PAN No. (Attach attested copy)		
6	GST No.		
6	Financial turnover of the tendering company/Firm/Agency for the last 3 financial Years (Attach separate sheet if space provided is insufficient)		
	Financial Year	Amount (Rs. Crore)	Remarks, If any
	2019-20		
	2020-21		
	2021-22		
7	Details of the major similar contracts handled for central government departments, State government departments, PSUs, Public		

	listed company and/or any other organizations of repute by the tendering Firm/Agency during the last three years in the following format:		
	Details of client along with address, telephone and email	Amount of Contract (INR Lacs)	Duration of Contract (From – To)
i			
ii			
iii			

**DECLARATION/UNDERTAKING**

(On the letterhead of the Agency/firm submitting the bid document)

I,\_\_\_\_\_(Full Name)\_\_\_Proprietor/Director/authorized signatory of the agency/firm, is competent to sign this declaration and execute the tender documents;

I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / We, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

(Along with Official Seal)

Full Name:

Contact details (Mobile/Tel. No.):

Date:

Place:

**FINANCIAL BID**

(On the letter head of the Agency/firm submitting the bid document)

<b>S. No.</b>	<b>Description</b>	<b>Amount (INR)</b>
i	Cost for Design, Development, Implementation of ARTIS Web Application (X)	
ii	Hosting charges and launch of ARTIS Web Application in Production Environment including server selection viz. NIC/other MeitY empaneled Service providers; and Training thereof (Y)	
iii	The cost of STQC certification on the issue of the User Acceptance Certificate i.e., upon successful completion of the project.	On Actual Basis
iv	Cost for Maintenance, technical support and minor changes* of web application for <b>a period of three years</b> from the date of successful completion of the Project and issue of user acceptance certificate by DGTR to be quoted separately for each year (Z)	
v	Cost for Maintenance, technical support and minor changes* of web application for additional two years after successful maintenance for three years to be quoted separately for each year (M)	
	<b>Total Cost of Project (X+Y+Z)</b>	
	<b>Total Cost of Project (in words)</b>	

\*Minor changes mean addition/deletion of certain features as desired by DGTR.

**Note:**

1. Total cost of Project will include components X, Y and Z only (as mentioned in above table). This total cost of project will be used for finding the L1 Bidder in Least Cost Method.
2. All items must be quoted.



3. All prices should be in Indian Rupees (INR) only. Price should be exclusive of applicable taxes. Prices should be mentioned in both figures and words.
4. Costs for all logistics like sample design, software, training booklets/ materials, photocopying, printing, binding, pre-requisite software, travelling, boarding, lodging etc. shall be borne by the bidder and are deemed to be included the bidder's quote.

**Form - Earnest Money Deposit (EMD)**

To, <Location, Date>  
CPAO Commerce,  
Directorate General of Trade Remedies (DGTR),  
Jeevan Tara Building, 4<sup>th</sup> Floor,  
Parliament Street,  
New Delhi -110 001

Whereas M/s <<Name of Bidder>> (hereinafter called 'the Bidder'), has submitted the bid for Submission of RFP#<<RFP Number>> dated <<Date>> for **Request for Proposal for selection of Implementation Agency for ARTIS** (hereinafter called "the Bid") to Directorate General of Trade Remedies (hereinafter called "purchaser/buyer")

KNOW ALL MEN by these presents that WE <<Name of Bank>> of -----  
----- having our office at -----  
----- (hereinafter called "the Bank") are bound unto the **Directorate General of Trade Remedies (DGTR)** (hereinafter called "the Client") in the sum of **INR xxxxxxxx (in words)** in the form of Fixed Deposit (FD) favouring CPAO Commerce for which payment well and truly to be made to the said purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this ----- day of -----  
-----2023

THE CONDITIONS of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid.
  - (a) Withdraws his participation from the bid during the period of validity of bid document; or
  - (b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or any or a combination of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

**NOTWITHSTANDING ANYTHING CONTAINED HEREIN:**

- I. Our liability under this Bank Guarantee shall not exceed **INR xxxxxxxx (in words)**.
- II. This Bank Guarantee shall be valid up to <<insert date>>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

-----  
(Authorized Signatory of the Bank)

**Seal:**  
**Date:**

**Form: Performance Bank Guarantee (e-PBG)**

To, <Location, Date>  
CPAO Commerce,  
Directorate General of Trade Remedies,  
Jeevan Tara Building, 4<sup>th</sup> Floor,  
Parliament Street,  
New Delhi -110 001

Whereas, <<name of the Implementing Agency (IA) and address>> (hereinafter called “the Bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to Purchaser (hereinafter called “the beneficiary”)

And whereas it has been stipulated by the purchaser in the said contract that the Bidder shall furnish the purchaser with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the Implementing Agency such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to the purchaser, on behalf of the Implementing Agency, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) in the form of Fixed Deposit (FD) favoring CPAO Commerce and we undertake to pay the purchaser, upon your first written demand declaring the Implementing Agency to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of the purchaser’s demanding the said debt from the Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between the purchaser and the Bidder shall in any way release us from any liability under this guarantee

and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>)

**Notwithstanding anything contained herein:**

I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).

II. This bank guarantee shall be valid up to <Insert Expiry Date>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

-----  
(Authorized Signatory of the Bank)

**Seal:**

**Date:**

**Format: Indemnity Bond for Design, Development, Implementation and Maintenance of ARTIS Web Application**

1. This deed made on this.....day of .....by M/s....., a company registered under The Companies Act 2013 having its registered office at..... and acting through its corporate office at.....(hereinafter referred to as the ‘Implementing Agency (IA)/Service provider’’).
2. Whereas Directorate General of Trade Remedies (DGTR), New Delhi acting on behalf of the President of India (hereinafter referred to as “Purchaser/Buyer”) has placed a Contract No.....dated.....
3. And whereas, the Implementing Agency has agreed to execute this Indemnity Bond for mandatory maintenance of ARTIS (Applications for Remedies in Trade for Indian Industry and other Stakeholders) Web Application for three years upon successful completion of project and issuance of user acceptance certificate by DGTR. The terms and conditions to be adhered to by the Implementing Agency are appearing hereinafter.
4. It is hereby agreed and declared by the Implementing Agency that: -
  - A. The Implementing Agency shall duly and faithfully perform its obligation under the said contract and comply with the conditions in the said contract.
  - B. The Implementing Agency shall, in as much as with its control, refrain from such actions or actions as may cause loss, injury, damage to the Purchaser/Buyer.
  - C. In the event of breach/default by the Implementing Agency in complying and in case the breach/default is not remedied by the Implementing Agency up to period of the notification of the breach/default by the Purchaser/Buyer, the Implementing Agency shall indemnify to the Purchaser/Buyer for an amount equal to the development cost (refer to Clause 6.2.2) of Rupees..... only (in words) for any direct losses or damages suffered by the Purchaser/Buyer due to failure of the Implementing Agency.
  - D. The Implementing Agency shall be fully discharged of its obligations under this bond on meeting its liability as per Para C above which shall be restricted to the limit as provided at Para C above.
  - E. The Implementing Agency hereby expressly, irrevocably, and unreservedly undertake and guarantee that in the event that the beneficiary submits a written demand to Implementing Agency stating that they have not performed according to the terms and conditions mentioned as per said Contract, Implementing Agency will pay

Purchaser/Buyer on demand and without demur an amount equal to the development cost (refer to Clause 6.2.2). Purchaser/Buyer's written demand shall be conclusive evidence to Implementing Agency that such repayment is due under the terms and conditions of the said contract. The Implementing Agency undertakes to effect payment within 90 days from receipt of such written demand.

5. This Indemnity Bond for Design, Development, Implementation and Maintenance of ARTIS Web Application shall be governed by Indian Law.

For .....

Signature:

Name:

(With Official Stamp/Seal)

Witness

1.

2.

\*\*\*\*\*