

Request for Proposal (RFP)

For

Development and Implementation of Software

Inspection Management System

For

Dental Council of India

Tender Ref. No. Z.34062/1/2019

Table of Contents

Table of Contents

1.	Definitions	5
2.	Request for Proposal - RFP Notice.....	5
3.	Disclaimer	5
4.	Interpretation	5
5.	Due Diligence	6
6.	Cost of Bidding.....	6
7.	Clarification of Bidding Documents	6
8.	Amendment of RFP Document	6
9.	Language of Bid.....	7
10.	Site Visit	7
11.	General Instructions.....	7
12.	Eligibility Criteria of the Bidder.....	8
13.	Security Deposit.....	9
14.	Terms of Reference (TOR).....	9
15.	Technical Bid Requirements	16
16.	Commercial Proposal Guidelines	17
17.	Opening of Technical Bids.....	19
18.	Opening of Commercial Bids	19
19.	Technical Evaluation Criteria.....	20
20.	Evaluation of Bids.....	21
21.	Period of Validity of Bids	22
22.	Performance Guarantee	Error! Bookmark not defined.
23.	Copyright and Trademarks	22
24.	Milestones and Payment Terms.....	22
25.	Award of contract	23
26.	Notification of Award	23
27.	Signing of Agreement.....	23
28.	Expenses for the Contract	23
29.	Failure to abide by the Contract	23
30.	Termination of Contract	23

31	Governing Law	24
32	Authentication of Bid	24
33	Validation of Interlineations in Bid	24
34	Bid Submission Instructions	24
35	Address for Submission of Bid	26
36	Responsibility of the Bidder	26
37	Disqualification	26
38	Late Bid	27
39	Clarifications of bids	28
40	Completeness of bids	28
41	Force Majeure	28
42	Resolution of disputes	28
	ANNEXURE I	29
	ANNEXURE II.1	32
	ANNEXURE II.2	34
	ANNEXURE II.3	35

Tender Notification Table

Tender Inviting Authority	Dental Council of India
Name of the Project Work	Development and Implementation of Software for Inspection Management System and O&M
Tender Reference No	Z.34062/1/2019
Place of availability of Tender Documents (RFPs)	Dental Council of India Aiwan-E-Galib Marg, Kotla Road, Temple Lane, Opp. Mata Sundari College for Women, New Delhi – 110002 Tele : 011-23238542
Place of submitting of response to Tender	Dental Council of India Aiwan-E-Galib Marg, Kotla Road, Temple Lane, Opp. Mata Sundari College for Women, New Delhi – 110002 Tele : 011-23238542
Email address to send Pre bid queries	Secy-dci@nic.in
Date of Release of Request for Proposal	01.08.2019
Last Date for Submission of written questions by bidders	16.08.2019
Last date and time for submission of bids	31.08.2019 at 5 P.M./ 17.00 hrs
Opening of Technical bids (tentative)	One week after closing of the submission of the bids
Opening of Commercial bids (tentative)	After evaluation of technical bids

1. Definitions

“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 RFP Document.

“Bid Document” shall mean the document submitted by the bidder, pursuant to understanding and agreeing with the terms and conditions set out in this RFP Document.

“Contract” shall mean the agreement to be entered into between Dental Council of India and the successful Bidder.

“Evaluation Committee” shall mean the committee constituted by Dental Council of India

2. Request for Proposal - RFP Notice

2.1 Dental Council of India is inviting Request for Proposal (RFP) from Information Technology Bidders for Development and Implementation of Software - Inspection Management System for Dental Council of India.

2.2 This RFP document is non-transferable.

2.3 RFP/ tender document can be downloaded from Dental Council of India website before the last date of submission. The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a Proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of the Proposal.

3. Disclaimer

Dental Council of India 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 RFP 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 RFP document.

Dental Council of India also accepts 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 RFP document. Dental Council of India may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement, the information, assessment or assumptions contained in this document. The issue of this RFP document does not imply that Dental Council of India is bound to select a Bidder and Dental Council of India reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

4. Interpretation

In this RFP Document, unless the context otherwise requires,

- a) For the purpose of this RFP 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.

- b) References to Clauses, Recitals or Schedules are references to clauses and recitals of and schedules to the Contract and the RFP Document. The Schedules, annexure and addendums shall form an integral part of this Contract.
- c) The headings and sub-headings are inserted for convenience only and shall not affect the construction and interpretation of this RFP 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 RFP Document. The Bid should be precise, complete and in the prescribed format as per the requirement of the RFP Document. Failure to furnish all information required by the RFP Document or submission of a bid not responsive to the RFP Document in every respect will be at the Bidder's risk and may result in rejection of the bid. Dental Council of India 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 Dental Council of India 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

All clarifications from the bidders relating to this RFP must be submitted in writing and send to the email ids as specified in the Tender Notification Table before the last date for receipt of clarifications as specified in the Tender Notification Table. Dental Council of India will not respond to any Clarifications received after the last date for receipt of clarifications as specified in the Tender Notification Table. The mode of delivering written questions would be through email only and the queries should be sent in Word or Excel format only. In no event will Dental Council of India be responsible for ensuring that bidders' clarifications have been received by them. Telephone calls will not be accepted for clarifying the queries.

After the RFP is released, Dental Council of India shall accept written questions/inquiries from the bidders. Dental Council of India will endeavor to provide a complete, accurate, and timely response to all questions to all the bidders. However, Dental Council of India makes no representation or warranty as to the completeness or accuracy of any response, nor does Dental Council of India undertake to answer all the queries that have been posed by the bidders and bidders shall not assume that their unanswered queries have been accepted by Dental Council of India. All responses given by Dental Council of India will be distributed to all the bidders. All email communications sent by bidders to Dental Council of India must be sent to the email address provided in Tender Notification table.

8. Amendment of RFP Document

- a. If Dental Council of India deems it appropriate to revise any part of this RFP or to issue additional information to clarify an interpretation of the provisions of this RFP, it may issue amendments to this RFP. Such amendments will be hosted on the website. Any such amendments shall be deemed to be incorporated by this reference into this RFP.

- b. At any time prior to the deadline (or as extended by Dental Council of India) for submission of bids, Dental Council of India , for any reason, whether at its own initiative or in response to clarifications requested by prospective bidder, Dental Council of India may modify the RFP document by issuing amendment(s).
- c. In order to allow bidders a reasonable time to take the amendment(s) into account in preparing their bids, Dental Council of India, at its discretion, may extend the deadline for the submission of bids.
- d. Dental Council of India does not take any responsibility for loss of communications through emails. The bidders are expected to watch the locations mentioned under Tender notification table for clarifications, amendments, modifications to the RFP.

9. Language of Bid

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

10. Site Visit

The bidder may visit Dental Council of India head office to obtain more information and collect the required details. Bidders are requested to communicate 3 days in advance about their visit.

11. General Instructions

- 11.1** The Bidders are requested to read the RFP document carefully.
- 11.2** Bidder is one who has been short-listed by Dental Council of India in the Stage I: Request for Proposal (RFP). In the event of any additional information required by the Dental Council of India other than that submitted in the RFP, the Bidder shall duly submit such information to Dental Council of India in the prescribed time. The Bidder shall submit the Tender Document duly sealed/stamped and 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 RFP Document and other documents / requirements and shall comply with the same.
- 11.3** The Bidder cannot subcontract the work at any stage without prior written approval from the Dental Council of India.
- 11.4** Bids received with incomplete information / documents may be rejected. Bids not adhering to Terms, Conditions, Specifications and other details as given in this document may be summarily rejected.
- 11.5** All deviations from the Terms, Conditions and other details of RFP Document should be separately and clearly submitted.
- 11.6** Modification or Withdrawal of Offers is not permissible after its submission. To assist in the scrutiny, evaluation and comparison of offers, Dental Council of India may, at its discretion, ask some or all Bidders for clarification of their offer.
- 11.7** The request for such clarifications and the response will necessarily be in writing.
- 11.8** Preliminary Scrutiny: Dental Council of India 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. Dental Council of India may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer. This shall be binding on all Bidders and Dental Council of India reserves the right for such waivers.

- 11.9** The Bidder should abide by the terms and conditions specified in the RFP document. If Bidders submit conditional offers, they shall be liable for outright rejection.
- 11.10** The Dental Council of India reserves the right to make any changes in the terms and conditions of the RFP.
- 11.11** 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.
- 11.12** Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable.
- 11.13** Dental Council of India may treat offers not adhering to these guidelines as unacceptable.

12. Eligibility Criteria of the Bidder

- 12.1** Bidder can be a proprietary or Partnership Firm or Pvt. Ltd. Or Limited company (Deed of constitution/ registration certificate to be enclosed in technical bid) and should have a software development center in the National Capital Region of Delhi (NCR of Delhi) for extending support.
- 12.2** Bidder should have the experience of minimum five years in the line of Designing, Development and Maintenance of Software.
- 12.3** The bidder should have developed at least 5 projects during last five years (Work orders and completion certificate from client should be enclosed)
- 12.4** The bidder should be at least ISO 9001:2015 certified for Software Development.
- 12.5** The bidder should have a minimum yearly turnover of Rupees 5 Crores during the last Three (3) financial years (2016-17, 2017-18 & 2018-19).
- 12.6** The bidder should have executed atleast one software projects of cumulative value exceeding Rs.1 Crore each year (2016-17, 2017-18 & 2018-19), providing services for design, development and/or maintenance.
- 12.7** The bidder should have successfully executed at least three Government Projects of individual value worth Rs. Twenty-Five (25) Lakhs each for Software design, development and maintenance during last three (3) financial years (2016-17, 2017-18 & 2018-19).
- 12.8** The Bidder should not be Blacklisted or involved in any Corrupt & Fraudulent Practices by any Central/State Government Ministry/Affiliate or Public Sector Undertaking. Self certified certificate from the organization in the letter head should be enclosed.

- 12.9** Supporting documents for fulfilling the Eligibility Criteria will have to be submitted in technical envelope No.1.

13. Earnest Money Deposit

Bidders are required to submit the security deposit of the INR 1,00,000 through Demand Draft favouring "Secretary Dental Council of India" payable at New Delhi alongwith the technical proposal. MSME registered organizations are exempted from paying EMD.

14. Terms of Reference (TOR)

The terms of reference covers the following:

14.1 Purpose/ objective of the assignment

Goal

The Dental Council of India (DCI) is a Statutory Body incorporated under an Act of Parliament viz. The Dentists Act, 1948 (XVI of 1948) to regulate the Dental Education and the profession of Dentistry throughout India and it is financed by the Govt. of India in the Ministry of Health & Family Welfare (Department of Health) through Grant-in-aid. The General Body of the Dental Council of India representing various State Governments, Universities, Dental Colleges, Central Government, etc.

DCI carries out regular inspection of Dental Colleges in India every year to ensure availability of the required physical infrastructure and teaching faculty in the Dental Colleges. DCI has developed a basic Inspector Database Management Software using Client Server Technology (Visual Basic and MS-Access Database) and is interested in upgrading the software using latest technology with a number of features to ensure unbiased, random, secure, codified and uniform assignment of inspectors to colleges and courses to be inspected.

Dental Council of India is interested in selecting a suitable Information Technology Bidder for Development and Implementation of Software for Inspection Management System.

14.2 Scope of Work

The selected bidder will have the following scope of services:

- Providing operations and maintenance (O&M) to existing website and other online applications immediately on start of the contract.
- Study, Design, Development and Implementation of Inspection Management System (IMS)
- Security Audit of the software
- Host the portal on NIC Servers or any other data center chosen by Dental Council of India or its own data center
- Post Launch handover the Software to the existing team for Operations & Maintenance, Enhancements and User Support

The selected bidder is required to follow the standard Software development methodology to finalise the solution to be developed and implemented in consultation with Dental Council of India.

14.3 O&M of existing website and other online applications

This shall cover following applications and others currently in use at DCI:

- Website
- Mobile apps (iOS & Android)
- Indian Dentists Register
- Faculty Module
- College Module
- Student Module

O&M shall cover following activities:

- Maintenance of existing applications including troubleshooting, Error fixing etc.
- Hosting management of modules in NIC
- New development and enhancements as per the requirements of DCI
- Database tuning, performance monitoring etc.
- Providing support to users internal and external to DCI
- Providing on demand MIS reports as and when required by DCI
- Any other tasks assigned by DCI

Bidder is required to deploy following dedicated resources at DCI premises:

Type of Resource	Mandatory Experience Required
Two (2) Programmers	B.Tech/BE/MCA with min. 5-6 yrs. Experience in ASP.Net, SQL Server, Jscript, HTML, CSS etc.
Three (3) Data Entry Operators	Graduate in any stream with good computer knowledge. Must have min. 4 yrs. Experience. Fluent in English and Hindi

Note: Resume of resources to be provided in Technical Proposal.

14.4 Functional Requirements for Development and Implementation of IMS

Broadly, following are the indicative requirements in terms of software development, however, the detailed requirements under each of them shall be finalised at the stage of Software Requirement Specification (SRS) preparation.

The requirement finalized in SRS shall be treated as final.

Design and Development of Inspection Management System that will comprise all the related and dependant activities including the major ones identified as following:

- Induction of new inspectors with required approvals
- Capturing of Inspector personal and work profile
- Maintain inspection schedule – course-wise and college-wise and based on out-of-turn request for inspection from College or via a Court Order, etc.
- Create a calendar of Inspection Schedule – College-wise / Course-wise

- Schedule and nominate inspectors for all the scheduled inspections on first cum first basis
- Approval from Executive Committee
- Re-assignment of Inspectors based on EC approvals, availability of inspectors, withdrawals by individuals, etc.
- Generation and sending Letter of Inspection to inspectors and colleges – both by physical mails, email and SMS.
- Confirmation of inspection carried out, receipt of post inspection reports at DCI
- Issuance and tracking of travel and stay details of inspectors
- Capturing and tracking of TA/DA claims by inspectors
- MIS Reports for the purpose of DCI, Inspectors and the Colleges
- Shall maintain audit trail of person updated/created, date of creation / updation, etc.
- Existing historical inspection data shall be captured or migrated from existing system, before the proposed system is made live.
- Limited access to State Governments/Agencies for verification of farmers. The portal will allow limited access to concerned state governments/any designated agency to view various reports and verify the information captured in the software.

Key Parameters in the System Flow

1. Inspector nominated cannot be from same college or state of the college to where inspection is to be conducted.
2. Inspector to be assigned should be from the course specialist for which inspection is scheduled.
3. Shall assign One Senior and one junior inspector.
4. Shall not display the Inspector details while nomination or approving inspector (random code to be displayed).
5. Shall display no. of inspection already done by inspector.
6. Shall generate the Inspection letter on the basis of Inspection type.
7. Any inspector, who inspected a specific college, should not be considered for the next inspection to the same college (without an approval from DCI).

Functional Requirements	
A. Manage and maintain control data	
1. Manage Inspectors	
○ Personal Details	
○ Communication Details	
○ Education Details	
○ Work / Experience Details	
○ Seniority Details	
2. Manage Courses	

○ Course Name
○ Course Type (BDS/MDS)
○ Course Description
○ Approval Status with Details
○ Recognition Status with Details
○ Specialty (Under MDS)
3. Manage Colleges
○ College Primary Data
○ College Contact Details – Principal, Website, Email, etc.
○ Type – Government or Private
○ Location and Land marks
4. Manage College Vs Course Mapping
○ College Name
○ Course Name
○ Year of Inception
○ Approval Status with Details
○ Recognition Status with Details
5. Manage Inspector Vs Courses Mapping
○ Mapping of Inspectors vs. their specialization
6. Maintenance of other critical masters like State, Cities, Designations, Seniority, Type of inspection (Periodic / Renewal / Recognition / C.V.), etc.
7. Capture and maintain college Requisition for inspection with proposed inspection date
B. Inspector Assignment Engine
8. Generation and assignment of Inspectors using a random logic including factors like:
○ Number of inspection done by person
○ Specialization
○ State of domicile vs. State of the college being assigned to an inspection
○ Senior/Junior Flag
○ Generation of pseudo Inspector code generated every time a new inspector is allotted to a college
9. Auto Scheduling of Inspectors and display Inspector's Inspection Schedule
10. Creation of pool of Colleges, Courses and available inspectors as input parameter for any inspection schedule

<i>C. Maintain and tracking of assignment data</i>
11. Maintain a Calendar of Inspections due for Colleges and Courses including decision on date of inspection by EC
<ul style="list-style-type: none"> ○ Maintain a calendar of inspection due that can be referred by DCI officials ○ Provision to shift inspection of colleges to different dates (done only by pre-designated users within DCI)
12. Re-scheduling of Inspectors' Assignment
<ul style="list-style-type: none"> ○ Provision to review the schedule of one or more inspectors ○ Provision to cancel any inspector against any inspection (with required approval) ○ Provision to replace any inspector with another due to some reasons (with required approval)
<i>D. MIS Reports</i>
13. Generation of required MIS Reports
<ul style="list-style-type: none"> ○ Inspector Availability and engagement ○ State-wise / College-wise Inspection Summary ○ College-wise / Course-wise Inspection and Feedback Summary ○ Inspector-wise Inspection Summary and Detail Reports ○ Inspection Due – College-wise ○ Auto generation of Letter/Email formats to be sent to Colleges ○ Auto generation of Letter/Email/SMS formats to be sent to Inspectors ○ Auto generation of Letter/Email/SMS TA/DA bill submission by inspectors to DCI
14. Reports on Inspection History
<ul style="list-style-type: none"> ○ College-wise, Course-wise, Inspector-wise Inspection details

14.5 Requirements for Operations and Maintenance

As part of the Operations and Maintenance services, Bidder shall handover the project after development and implementation to the existing team to provide support for bug fixes, feature enhancements, operational support, application & database backup and assistance to Dental Council of India. Additionally, consultant organization has to train and help the existing team in setting up a help desk (with dedicated phone lines) to provide telephonic support to stakeholders. O&M activity has to be carried out by the bidder at DCI premises.

The services include:

14.5.1 Bug-Fixing and End-User Problem Resolution

The end user support would include all activities related to resolving the bugs / defects reported by application users. Every bug / defect should be

logged and categorized on the severity levels. Bidder shall identify the solution and take necessary approvals from Dental Council of India and release the patch for User Acceptance Test (UAT) after fixing the defects. Bidder shall document defects / bugs encountered as well as document the resolution of the same and ensure re-installations, in the event of system crash/failures.

14.5.2 Configuration Management and Version Control

As the application undergoes enhancements and modifications due to problem requests, defect fixes and change requests, it becomes increasingly important to keep the source code under version control and the system under configuration management. Bidder shall assist Dental Council of India in ensuring that a copy of the production environment is backed up and stored in the repository before the new / modified components are copied to Production.

14.5.3 Release Management

As part of the release management, Bidder shall perform the following activities:

- Group the related change requests, assess their development progress and accordingly prepare a schedule for their release
- Prepare a detailed release plan for every release. This plan should include the release number and date of release. It should also contain details about the change request to be released.
- Provide Helpdesk support for the resolution of technical queries by end users
- Conduct Application training for the users in outstation locations as and when required.

14.5.4 User Support through dedicated help desk

- Help desk support to stakeholders through dedicated telephone lines
- Implementation support to users
- End-user problem resolution
- Training to users will be provided through the man power deployed without any extra cost. However, Dental Council of India shall arrange for the outstation travel and boarding arrangements, as per its norms.

14.5.5 Administration Support

- Latest source code, application deployment files, configuration files for entire solution
- System / server configuration
- Storage

- Security
- Database
- Backup/restore etc.

15. Schedule for completing the assignment

The contract period for the Development of IMS shall be 6 Months (03 months for Development + 03 months for Implementation and integration with the existing application) and O&M Support for a period of 01 year from the date of launch which may be further extended upto another 04 years based upon the performance.

16. Deliverables

The Bidder shall be responsible for all the development, implementation, testing, maintenance, support, feature enhancements, documentation, operations and management of applications.

The vendor shall be responsible for the complete turnkey operations of the Inspection Management System to ensure a minimum of 99.5% uptime availability of all the applications under this project.

Following deliverables shall be part of the contract:

- a. Complete Software Development Life Cycle (SDLC) should be followed for each application.
- b. Proper Documentation with versioning of all the applications should be maintained like SRS, High Level Design, Low Level Design, functionality document (process document), user manual, test cases.
- c. All the changes in the applications should be properly documented and reflected in respective documents.
- d. Proper coding standards should be followed in all the applications.
- e. Proper testing should be done for the development done. Testing should be done on exhaustive test cases. The team leader should review these test cases and a test report should be maintained.
- f. Any change in the application should be done through change request form. After completing the change a request closure form should be filled.
- g. A log should be maintained for all the changes done in the application or database.
- h. Ensure proper backup of application and database as per the approved backup policy.
- i. In case of any eventuality, it has to be ensured that the downtime is minimum and system is restored with minimum data loss.
- j. It should also be ensured that all the security measures are undertaken to prevent vulnerabilities / threats /hacking of application or data theft.

- k. The agency shall be responsible to maintain the confidentiality of application, data and any other information and make sure that information is not shared outside the Dental Council of India. The required confidentiality agreement shall be signed by the Agency as well as by each team member deployed at Dental Council of India.
- l. Source Code will be handed over to Dental Council of India along with compiled version and executable.
- m. Any software developed shall be the property of Dental Council of India. Software, Documents, Information and other elements of the project shall have the copyrights of Dental Council of India unless some copy right material is used with due permission of any third party.
- n. Security audit of the application should be done for removal of any security flaws and for hosting provider requirements.
- o. Preventive maintenance shall be carried out on the database and functioning of the program to handle large volume of traffic.
- p. Customer support should be provided for user problem and queries.
- q. Monthly Backup: Database and applications.
- r. Quarterly updation: Technical Documents.
- s. Reporting required from the Bidder
 - a. Weekly & monthly, reports with Project Status & open issues
 - b. Weekly/fortnightly/monthly Performance Monitoring Reports for the Application
 - c. Updated system design documents, requirements specifications etc.
 - d. Updated user manuals, administration manuals, training manuals etc.
 - e. Call Log /emails & Resolution Reports for Helpdesk
 - f. Software change logs etc.

In addition to above; Bidder has to handover the Source Code , Patches & Releases (If any) , Application Software, All content used in the Designing of the Software, along with Technical Documents, User Manual, functional Manual, installation guide and any other documentation.

15 Technical Bid Requirements

The Technical Bid should cover:

- a) Proposal Covering Letter on the letter head as per Annexure I
- b) Checklist of Submissions as per Eligibility criteria
- c) All supporting document justifying the Technical Evaluation Criteria as mentioned in this document.
- d) A concept note on the understanding of Dental Council of India's requirement

- e) Proposed methodology for Development and support to including work plan detailing the tasks involved, milestones etc.
- f) Profiles of team members proposed to be deployed
- g) Any other relevant information that may be of interest for the project under consideration.

16 Commercial Proposal Guidelines

1. Commercial Proposal to include the covering letter as given at Annexure II.1, Annexure II.2 and Annexure II.3
2. Unless explicitly indicated, the bidder must not include any technical information regarding the services in the Commercial Proposal.
3. As part of the commercial Proposal, the bidders shall mandatorily quote for all the components as mentioned in the commercial bid format given in the RFP.
4. The Commercial Proposal must be detailed and must cover each and every component.
5. Commercials for all components including optional components should be valid and firm for the entire duration of the project.
6. During the Proposal preparation the bidder shall review the indicative bill of material as provided in the RFP and propose necessary infrastructure (including software and hardware), in its technical and commercial bid, required for implementation of the Project.
7. The Infrastructure proposed by the bidder must address the functional and technical requirements as stated in this RFP. The bidder shall be solely responsible for any financial implications on items not quoted in the Proposal and which are required for implementation and operationalization of the Project.
8. Dental Council of India reserves the right to procure the components/services listed in this RFP in whole or in part. The payment by Dental Council of India to the vendor shall be made only against the actual services availed by Dental Council of India.
9. The price mentioned in the letter of intent issued to vendor shall be the only payment payable by Dental Council of India to the vendor for completion of the obligations by the vendor as per the letter of intent, subject to the terms of payment specified in the letter of intent issued to the vendor.
10. Cost quoted for the portal must include all cost including the cost of procurement, customization/ configuration/ development and implementation etc. as per RFP requirements and its maintenance for the entire project duration.
11. The bidders are advised not to indicate any separate discount. Discount, if any, must be merged with the quoted prices. Discount of any type, indicated separately, shall not be taken into account for evaluation purpose of this RFP.
12. The bidder must quote the prices strictly in the manner as indicated in the RFP, failing which bid is liable for rejection. The rate/cost shall be entered in words as well as in figures.

13. The bidders are required to distinctly mention nature, percentage and amount of applicable tax/duties/levies in appropriate columns.

14. Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications. No upward adjustment of the commercial price (to be mentioned in the letter of intent) shall be made on account of any variations except for tax component. A Proposal submitted with an adjustable price quotation or conditional Proposal may be rejected as non-responsive.

15. If any of the service component is priced as bundled within any of the other priced component submitted by the bidder, the bidder cannot un-bundle it and price it separately after the Commercial bids are opened or during the period of the agreement.

16. Correction of Error

a) Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the Proposals are submitted to Dental Council of India. All corrections, if any, should be initiated by the person signing the Proposal form before submission, failing which the figures for such items may not be considered.

b) Arithmetic errors in Proposal s will be corrected as follows:

i. In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern.

ii. In case of discrepancy between the total price given for a line item / component and the calculated total price (number of units multiplied by the cost per unit for that line item), the total price given for a line item / component will be considered.

17. All costs incurred due to delay of any sort, shall be borne by the bidder.

18. Dental Council of India reserves the right to ask the bidder to submit proof of payment against any of the taxes, duties, levies indicated within specified time frames.

19. If the price for any of the services is not explicitly quoted in the commercial bid or mentioned as zero, it is assumed that the price for that particular element is absorbed in some other service element for which a price has been quoted, and Dental Council of India has the right to source services for which no price was quoted or quoted as zero, at no additional price.

20. The commercial bid should be provided in the order as per commercial bid format of this RFP given at Annexure II.2.

21. Following costs shall be borne by Dental Council of India and bidder is not required to quote for the same. However, any cost, which may arise due to the following components, should be included in the bidders quotation.

- Dental Council of India shall procure third party services for e.g. SMS/Payment gateway/Security Audit, Hosting, SSL etc. (to be suggested by vendor)

- Any recurring cost for the third party services shall be borne by Dental Council of India
- Bidder is required to carry out the development and O&M Support from DCI premises. Infrastructure for the onsite including computer, connectivity, space etc. Vendor need to install necessary softwares for carrying the work.
- Any travel, if required, shall be taken up the bidder team only after approvals from Dental Council of India in writing and Dental Council of India shall reimburse the amount on actuals.

22. The bidder shall also quote unit rates on a man-month basis, for the deployment of any additional resource onsite, at any point of time, as per requirement, if any, during the contract period. Please indicate man month rate for each of the manpower as mentioned in Annexure II.3.

23. Commercial bid of a bidder will be declared non-responsive if the bidder has proposed components in the price bid which are different from the solution as mentioned in the technical bid.

24. 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 Dental Council of India. The bidder only shall pay for such claims without putting any financial burden on Dental Council of India.

17 Opening of Technical Bids

17.1 Opening of Bids

Dental Council of India will open all Technical Bids as per schedule mentioned in the Tender Notification Table. The Bidder's representatives who are present shall mark their attendance in Dental Council of India. In the event of the specified date of Bid opening being declared a holiday for Dental Council of India the Bids shall be opened at the appointed time and location on the next working day.

17.2 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.

17.3 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.

18 Opening of Commercial Bids

Commercial Bids of only those bidders will be opened and compared who qualifies the technical evaluation. The name of Bidder, bid prices, total amount of each Bid, etc. shall be announced by the Dental Council of India at the Commercial Bid opening. The Dental Council of India will prepare minutes of the Commercial Bid Opening.

The date, time and venue of opening of commercial bid will be advised to the short listed bidders separately.

19 Technical Evaluation Criteria

- 19.1 The Bidding process shall be a two-stage process. Prior to the detailed evaluation of the Technical Bids, Dental Council of India shall determine whether each bid is
- Complete
 - Is accompanied by the required information and documents and
 - Is substantially responsive to the requirements set forth in the RFP document.
- 19.2 The technical evaluation criteria are broadly defined as under. Bidder has to provide documentary proof against each criteria.

S.No	Evaluation Criteria		Maximum Marks
1.	Experience of the organization during last 5 years		
	I.	Experience in implementation of e-Governance applications and its Operations & Management (at Least 3 relevant projects)	10
	II.	Experience in implementation of any similar kind of systems with government.	10
2.	Turnover of the Organisation in during last 3 FY (> 5Cr)		10
3.	Quality Certification		
	I.	ISO 9001:2015 in software development	10
4.	Understanding of Dental Council of India's requirement		20
5.	Proposed methodology, execution plan and features		20
6.	Proposed Team experience and expertise		20
	TOTAL		100

- 19.3 If deemed necessary, Dental Council of India in its sole discretion to make required variations in the cut off points for technical evaluation including criteria for technical evaluation.
- 19.4 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.
- 19.5 Any effort by a Bidder to influence the Tender Evaluation Committee's processing of Bids or award decisions may result in the rejection of the Bid.
- 19.6 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.

20 Evaluation of Bids

- 20.1 Tender Evaluation Committee (TEC): Dental Council of India will constitute the Tender Evaluation Committee. This committee will evaluate the Bid Documents submitted by the Bidders.
- 20.2 The 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.
- 20.3 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 Bidders whose Technical Offers are found to be in accordance with the specifications mentioned in the RFP document will be called for technical presentation.
- 20.4 Technical Presentation: Dental Council of India may invite bidders to make a presentation for technical evaluation as per the evaluation criteria given in the RFP document.
- 20.5 Commercial Proposals shall be opened on the date & time specified by the Dental Council of India, in the presence of the bidders' representatives who choose to attend.
- 20.6 The Technical and commercial bids will have a 70:30 weight age of marks respectively in the evaluation criteria. The Combined Quality Cum Cost Based System (CQCCBS) shall be followed to evaluate the bids.
- a) Technical Weightage (St): The marks scored by the bidder in technical evaluation shall be calculated to 70 points as below:
 $St = T \times 0.70$ where T is the Technical score awarded to the bidder as per Technical Evaluation Criteria
 - b) Financial Weightage (Sf): The marks scored by the bidder in Financial evaluation shall be calculated to 30 points as below:
 - i) The Commercial scores of all the other Proposals will be determined by
 $Sf = 0.30 \times Fm/F$ (Fm = Lowest evaluated tender cost, F = value of Commercial Proposal under consideration).
 - c) 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.
- 20.7 There should be no mention of prices in any part of the bid other than the commercial bids.
- 20.8 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.

20.9 Substantially Responsible Bids: A substantially responsive Bid is one, which conforms to all the requirements, terms, conditions and specifications of the Request for Proposal.

20.10 Any attempt by a Bidder to influence in the bidding evaluation process may result in to rejection of the Bidder's Bid.

21 Period of Validity of Bids

21.1 **Validity Period:** Bids shall remain valid for 180 (One hundred eighty) days after the date of bid opening prescribed by Dental Council of India. Dental Council of India holds the right to reject a bid valid for a period shorter than 180 days as nonresponsive, without any correspondence.

21.2 **Extension of Period of Validity:** In exceptional circumstances, Dental Council of India 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.

21.3 A Bidder granted extension of validity shall not be permitted to modify his technical or commercial bid.

22 Copyright and Trademarks

Successful bidder will hand over all the software and graphics to Dental Council of India for the purpose of copyright and intellectual ownership.

23 Milestones and Payment Terms

24.1 Milestones

The development component of the project is required to be completed within a period of 6 Months from the date of start.

Following are the milestone wise delivery of the project:

S. No.	Milestone	Time Period
1	Award of the Contract	T
2	Signing of Agreement	T+1 Weeks
3	SRS Submission	T+3 Weeks
4	SRS Approval	T+4 Weeks
5	Development and Submission for User Acceptance Testing (UAT)	T+19 Weeks
6	User Acceptance Testing	T+21 Weeks
7	Security Audit and ready for launch	T+23 Weeks
8	Launch	T+24 Weeks

24.2 Payment Terms

For Development and Implementation

- i. 20% mobilization advance

- ii. 20% upon finalization of SRS
- iii. 20% upon Submission for UAT
- iv. 20% upon Successful UAT
- v. 20% on successful launch of the portal

For Operations and Maintenance Support

- Quarterly upon submission of deliverables and satisfactory performance

24 Award of contract

Dental Council of India's right to accept any Bid and to reject any Bid or all Bids Notwithstanding anything stated herein, DCI reserves 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.

25 Notification of Award

Dental Council of India shall notify the successful Bidder through 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.

26 Signing of Agreement

Pursuant to the Bidder acknowledging the Letter of Acceptance, the Bidder and Dental Council of India shall enter into contract within 7 days from the date of acknowledgment of the Letter of Acceptance, and sign the Contract. Dental Council of India shall have the right and authority to negotiate certain terms with the successful Bidder before signing of the Contract.

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.

27 Expenses for the Contract

All incidental expenses of the execution of the Contract/ agreement shall be borne solely by the successful Bidder and the Dental Council of India shall not refund such amount to the successful Bidder.

28 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 Dental Council of India with such penalties as specified in the Bid Document and the Contract.

In case of termination of the contract due to failure to abide the terms and conditions laid in the RFP document, bid contract or the agreement will result in forfeiting of the Bank guarantee.

29 Termination of Contract

1. Dental Council of India 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 Dental Council of India.

2. Dental Council of India makes no commitments, express or implied, that this process will result in a business transaction with anyone.

3. This RFP does not constitute an offer by Dental Council of India. The bidder's participation in this process may result Dental Council of India in 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 Dental Council of India to execute an agreement.

30 Governing Law

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

31 Authentication of Bid

The original and all copies of the Bid Document shall be sealed and signed by a person or persons duly authorized to bind the Bidder to the Contract. A duly stamped self declaration or 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.

32 Validation of Interlineations in Bid

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

33 Bid Submission Instructions

Proposals must be direct, concise, and complete. All information not directly relevant to this RFP should be omitted. Dental Council of India will evaluate bidder's Proposal based on its clarity and the directness of its response to the requirements of the project as outlined in this RFP. Bidders shall furnish the required information on their Technical and Commercial Proposals in the enclosed formats. The tender will be liable for rejection if there is any deviation in format.

1. Dental Council of India will not accept delivery of Proposal in any manner other than that specified in this volume. Proposal delivered in any other manner shall be treated as defective, invalid and rejected.

2. Submission of bids must be in accordance with the instructions given below.

Envelope 1 : Technical Proposal

The Technical Proposal must be prepared in accordance with the requirements specified in this RFP. The bidders must submit hard copy of technical Proposal. The Hard Copy must be signed by the authorized signatory on all the pages. The technical Proposal copy must be put in the envelope which must be sealed and super-scribed "**Technical Proposal – Design and Development of Inspection Management System and O&M**" along with the Tender Reference Number. Contact details of the bidder with full address and phone number should also be mentioned on the envelope. This envelope must not contain the Commercial Proposal, in either explicit or implicit form, in which case the bid will be rejected.

Envelope 2: Commercial Proposal

The Commercial Proposal must be prepared in accordance with the requirements specified in this RFP. Only ONE hard copy of the commercial Proposal is required to be submitted. The Hard Copy must be stamped and signed by the authorized signatory on all the pages. Unsigned Hard Copy of the Commercial Proposal will lead to rejection of the bid. The commercial Proposal must be put in the envelope which must be sealed and super scribed **“Commercial Proposal – Design and Development of Inspection Management System and O&M”** (Not to be opened with the Technical Proposal)” along with the Tender Reference Number. Contact details of the bidder with full address and phone number should also be mentioned on the envelope.

Envelope 3

Both the above envelopes must be put in envelope 3 which must be properly sealed.

Envelope 1 – Proposal Covering letter, Technical Proposal

Envelope 2– Commercial Proposal

“Envelope 3” shall be super-scribed as follows: **“BID FOR Design and Development of Inspection Management System and O&M”**. Project Submitted by: < Contact details of the bidder with full address and phone number should also be mentioned on the envelope.>

Note:

- The outer and inner envelopes mentioned above must indicate the name and address of the Bidder
- Failure to mention the address on the outside of the envelope could cause a Proposal ` to be misdirected or to be received at the required destination after the deadline.
- If any of the above envelopes is not sealed properly then Dental Council of India reserves the right to treat the Proposal as defective, invalid and rejected.

3. It is important that both Technical Proposal as well as Commercial Proposal is properly indexed with all pages sequentially numbered either at the top or at the bottom right corner of each page.

4. Technical and Commercial bids will have to be submitted ONLY in SPIRAL / HARD BOUND form.

5. Dental Council of India will not accept delivery of Proposal in any manner other than that specified in this RFP. Proposal delivered in any other manner shall be treated as defective, invalid and rejected.

6. The Proposals shall be valid for a period of Six (6) months from the date of opening of the Proposals. A Proposal valid for a shorter period shall be rejected as non-responsive. In exceptional circumstances, at its discretion, Dental Council of India may solicit the bidder's consent for an extension of the bid validity period. The request and the responses thereto shall be made in writing through Post/fax/ email.

34 Address for Submission of Bid

Bids shall be submitted on or before the last date at the specified address in the Tender Notification Table.

35 Responsibility of the Bidder

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

36 Disqualification

The Proposal submitted by the bidder is liable to be disqualified if one or more of the following conditions are violated.

1. Violation of the bid submission process

- a. Commercial Proposal and Technical Proposal are not submitted in the prescribed formats and mode as given in the RFP
- b. The price information, the pricing policy or pricing mechanisms or any document/information/file indicative of the commercial aspects of the Proposal are either fully or partially enclosed or are part of the Technical Proposal
- c. If it comes to Dental Council of India's knowledge expressly or implied, that some bidders may have compounded in any manner whatsoever or otherwise joined to form a cartel resulting in delay / holding up the processing of Bid then the bidders so involved are liable to be disqualified for this agreement
- d. If a bidder submits more than one bid

2. Non-compliance to the conditions of the bidding process

- a. The RFP response documents are not signed as per guidelines of the RFP
- b. The Bid validity period is shorter than the required period
- c. The Bid is not submitted in accordance with this document
- d. During validity of the Bid, or its extended period, if any, the bidder revises its quoted prices
- e. The bidder qualifies their Bid with their own conditions or assumptions
- f. Bid is received in incomplete form
- g. Bid is not accompanied by all the requisite documents

3. Non responsive Content of the Proposal

- a. Information submitted in Technical Proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the bids or during the tenure of the agreement including the extension period, if any
- b. The deliverables as given in the Technical Proposal should be in consonance with the Commercial Proposal. Any deviations in the final deliverables between Technical and Commercial Proposal s shall make the Bid as being unresponsive and may lead to disqualification of the Bid

4. Inability to respond in accordance with the bidding guidelines

- a. The successful bidder, invited to sign the agreement qualifies the letter of acceptance of the agreement with its own conditions
- b. The successful bidder fails to deposit the Performance Bank Guarantee or fails to enter into an agreement within 15 days of the date of issue of letter of intent or within such extended period, as may be specified by Dental Council of India.

5. Fraudulent and corrupt practice

- a. bidder tries to influence the Proposal evaluation process by unfair/unlawful/corrupt/fraudulent means at any point of time during the bid process defines, for the purposes of this provision, the terms set forth below as follows:
- b. "Corrupt" practice means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in agreement execution; and
- c. "Fraudulent" practice means a misrepresentation of facts in order to influence a procurement process or the execution of an agreement to the detriment of the Purchaser, and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the purchaser of the benefits of free and open competition;
- d. "Unfair trade" practices means supply of goods (computer hardware, software, printers, networking equipment, etc.) different from what is mentioned in the RFP and RFP response documents, and includes change of parts/components, use of refurbished/repaired/substandard/ duplicate parts instead of genuine new parts or change the specifications and/or make of the company for which the supply order was given by Purchaser

6. Consequences of disqualification

- a. If a bid or a Proposal is disqualified, the bidder will not be eligible to participate in the bidding process initiated by this RFP.
- b. If the Proposal /bid is disqualified, it will not be processed further and the same will be communicated to the bidder. No further correspondence from the bidder with Dental Council of India will be entertained.
- c. If the disqualification is for the reasons of fraudulent or corrupt practice, Dental Council of India has the right to initiate actions to black list the bidder as per the provisions of the relevant acts/rules.

37 Late Bid

Any bid received by Dental Council of India after the deadline for submission of bids prescribed by Dental Council of India, will be summarily rejected. Dental Council of India 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.

38 Clarifications of bids

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

39 Completeness of bids

Dental Council of India will examine the bids to determine whether they are complete, whether they meet all the conditions of the RFP 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 RFP Document.

40 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 Dental Council of India 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 Dental Council of India may terminate this contract by giving notice in writing.

41 Resolution of disputes

The dispute resolution mechanism shall be as follows:

- a) In case of any dispute between Dental Council of India and the successful bidder, if not resolved amicably, same shall be referred to adjudication/ arbitration in accordance with Indian Arbitration and Conciliation Act 1996.
- b) If such dispute arises then either party may forthwith give the notice in writing of such dispute to other party and shall be referred to the adjudication of an arbitrator in accordance with Indian Arbitration and Conciliation Act 1996.
- c) The Secretary, Dental Council of India will appoint the designated officer mutually agreed between the parties will work as an arbitrator.
- d) The decision of the arbitrator shall be final and binding upon both the parties, i.e. Dental Council of India and the successful bidder.
- e) All unresolved disputed matters will have the jurisdiction of Delhi, so far as legal and court matters are concerned.

ANNEXURE I

(To be submitted on the Letterhead of the bidder)

Proposal covering letter

To,

The Chairman,
Dental Council of India,
Aiwan-E-Galib Marg,
Kotla Road, Temple Lane,
Opp. Mata Sundari College for Women,
New Delhi – 110002

Date

Dear Sir,

Ref: RFP for Design and Development of Inspection Management System for Dental Council of India

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for the implementation of Design and Development of Inspection Management System at Dental Council of India.

1. We attach hereto the response as required by the RFP, which constitutes our Proposal.
2. We are bidding as a single legal entity and are not part of any consortium
3. We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of SIX MONTHS from the date fixed for bid opening.
4. We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to Dental Council of India is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.
5. Subject to us being the successful bidder, until a formal agreement is prepared and executed, this bid response, together with your written acceptance thereof in your LOI, shall constitute a binding agreement between us.
6. We, the bidder, would like to confirm that the proposed solution components:
 - a. Comply to the requirements of this RFP and
 - b. If during the Design and Development of Inspection Management System, it is found that any of the proposed solution components are inadequate to meet the specifications/requirements of this RFP, the required components in terms of scale or coverage will be supplied without any financial burden to Dental Council of India.
7. We do hereby undertake that none of the deliverables being provided by us is infringing on any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions. We shall indemnify Dental Council of India against all cost/claims/legal claims/liabilities arising from third party claim in this regard at any time on

account of the infringement or unauthorized use of patent or intellectual and industrial property rights of any such parties, whether such claims arise in respect of manufacture or use.

8. We undertake, if our Proposal is accepted, to provide all the services put forward in this RFP or such features as may subsequently be mutually agreed between us and Dental Council of India (Through a SRS) or its appointed representatives.

9. We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short listing process, we are liable to be dismissed from the selection process or termination of the agreement during the project, if selected to do so.

10. We hereby declare that in case the agreement is awarded to us, we shall submit the performance bank guarantee in the form prescribed in the Form Annexure III of this RFP.

11. We agree that Dental Council of India is not bound to accept any tender response that they may receive. We also agree that Dental Council of India reserves the right in absolute sense to reject all or any of the products/ services specified in the tender response.

12. It is hereby confirmed that we are entitled to act on behalf of our company/ corporation/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

13. The following persons will be the authorized representatives of the company for all the future correspondence till the completion of the bidding process, between Dental Council of India and our organization.

Authorised Person (Primary)	Authorised Person (Secondary)
Name:	Name:
Title:	Title:
Company Name:	Company Name:
Phone:	Phone:
E-mail:	E-mail:

14. We understand that it will be the responsibility of our organization to keep Dental Council of India informed of any changes in this list of authorized persons and we fully understand that Dental Council of India shall not be responsible for non-receipt or non-delivery of any communication and/or any missing communication in the event reasonable prior notice of any change in the authorized person(s) of the company is not provided to Dental Council of India.

(Signature)

Name

Designation

Date

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of bidder

Note: Authorized signatory should be an employee of the bidder and should have been authorized vide a self declaration on company's letter head / board resolution, authorizing him/her to sign/execute the Proposal as a binding document and also to execute all relevant agreements forming part of RFP.

ANNEXURE II.1

(To be submitted on the Letterhead of the bidder)

Commercial Proposal Covering letter

To,

The Chairman,
Dental Council of India,
Aiwan-E-Galib Marg,
Kotla Road, Temple Lane,
Opp. Mata Sundari College for Women,
New Delhi – 110002

Date

Dear Sir,

Ref: RFP: Design and Development of Inspection Management System at Dental Council of India

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for the Design and Development of Inspection Management System at Dental Council of India. To meet such requirements and to provide services as set out in the RFP following is our quotation summarizing our Commercial Proposal.

2. We agree for unconditional acceptance of all the terms and conditions in the RFP and also agree to abide by this bid response for a period of SIX MONTHS from the date fixed for opening the Commercial bid.

3. We do hereby undertake that Commercial Proposal submitted by us is inclusive of all the items in the Technical Proposal and is inclusive of all the clarifications provided/may be provided by us on the Technical Proposal during the evaluation of the Technical offer.

4. We understand and agree that our Commercial Proposal is firm and final and that any clarifications sought by you and provided by us would not have any impact on the Commercial Proposal submitted by us.

5. We understand and agree that assumptions made in the bid Proposal shall not have any commercial implications.

6. We undertake, if our Proposal is accepted, to provide all the services to implement the solution as put forward in this RFP or such modified requirements as may subsequently be mutually agreed between us and Dental Council of India (based on SRS) or its appointed representatives.

7. If our Proposal is accepted, we will obtain a performance bank guarantee in the format given in the RFP issued by any Nationalized Banks or scheduled bank in India, acceptable to Dental Council of India for a sum equivalent to 5% of the total agreement value for the due performance of the agreement.

8. Subject to us being the successful bidder, until a formal agreement is prepared and executed, this bid response, together with your written acceptance thereof in your LOI, shall constitute a binding agreement between us.

9. We confirm that the information contained in this Proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to Dental Council of India is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead Dental Council of India as to any material fact.

10. We agree that you are not bound to accept the lowest or any bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/service specified in the bid response without assigning any reason whatsoever.

11. It is hereby confirmed that we are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

(Signature)

Name

Designation

Date

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of bidder

Note: Authorized signatory should be an employee of the bidder and should have been authorized vide a self declaration on company's letter head / board resolution, authorizing him/her to sign/execute the Proposal as a binding document and also to execute all relevant agreements forming part of RFP.

ANNEXURE II.2

(On letterhead of the bidder)

Commercial Bid Format

S.No.	Description of services/components	Period	Charges (Excl. Taxes)	Applicable Taxes (Specify the rate also)	Total
1	Software Development, Customization and Implementation	One Time (6 Months)			
2.	O&M Support with deployment of resources as mentioned in scope of work	12 Months			
3.	O&M Support for IIInd year	1 Year	Indicate %age escalation	-do-	

(Signature)

Name

Designation

Date

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of bidder

Note: Authorized signatory should be an employee of the bidder and should have been authorized vide a self declaration on company's letter head / board resolution, authorizing him/her to sign/execute the Proposal as a binding document and also to execute all relevant agreements forming part of RFP.

ANNEXURE II.3

(To be submitted on the Letterhead of the bidder)

Please indicate man month rate for each of the manpower. Rates should be valid for 4 Years. These rates shall not be used for evaluation purpose. Only if there is a requirement to deploy additional manpower, DCI shall hire manpower at below rates

S.No.	Resource Type	Qualification	Experience	Man Month Rate Incl. Taxes
1	System/DB Admin	BE/B.Tech/MCA or equivalent	Min. 5-6 Years	
2	Designer	Minimum graduate with Certificate in Professional designing,	Min. 3 Years	
3	Programmer	BE/B.Tech/MCA or equivalent	Min. 4-5 Years	
4	Data Entry Operators	Graduate in any stream with good computer knowledge.	Min. 3 Years	