

Addendum to Tender no.: NIFientreC /ADM/2020/02

- In addition to information on page 27: Third party API Integration:
 - The SMS charges (OTP Carrier Charges) will be borne by NIFientreC, therefore vendors need not to include in the financial bid.
 - SMS Gateway API (Application programming interface) will be provided as well.

- In addition to information on page 20: NEA Portal Details – www.neas.gov.in (2)
 - Mobile App needs to develop in Hybrid Technology which work on both IOS (I Phone Operating System) and Android.
 - App Publishing Account will be provided by NIFientreC but payment need to be *executed* by successful bidder

- In addition to information on page 18: COPYRIGHTS AND TRADE MARKS
 - Successful bidder have to submit App Source code corresponding to functionalities which go live. The payment of Development will be released only after submission of source code.

- In addition to information on page 30: Some key features required to be built at this stage are (6) -
 - Chat user count to be 5 (Five) simultaneously.

- In addition to the already mentioned experience / skills information in the “Human Resources /Capabilities to be engaged” on page 36, the minimum qualification of on-site manpower have to be:
 - In case of Business Analyst – B.Tech or MCA to be based at NIFientreC, Gandhinagar with 3-5 years of experience and this person should be able to liase with solution architect in designing the system. The person should be able to understand, comprehend the business requirements, should be able to communicate the exact same business requirements without any deviation and Technical team developing the portal should be able to understand them at ease.
 - In case of Manpower with hosting background to be based in New Delhi - B.Tech or MCA with 3-5 years of Hosting experience to build the portal (to be based in Delhi work shoulder to shoulder with NIC team). The manpower will connect with NIC Support team of (Cloud, DNS, Firewall & Port opening, Security Audit SMS, email, SSL, etc.) and provide NEAS Server Control Support to his NEAS application Development Team. The engaged human resource will get the hosting environment ready for the web portal ahead of time. The person should have knowledge of working with remote Access the NEAS Cloud VM Server, Cleaning and reconfiguring, knowledge for Linux, php, MySQL, Database and other open source Technologies. (As per Open source Platform available on NIC server), SMS Gateway & Authenticated SMTP Mail configuration related technical matters. Backup of old Files / database of previous years. Knowledge of NIC domain preferable).

- In addition to information on page 15: E : Presentation: This has to be delivered at the venue of Technical Bid opening in person by an authorized representative, and remote presentation won't be entertained.

- In addition to information on page 15: II. Stage Two

The financial bid format as below

SN	Item	Amount in figures(INR)
1	Portal development charges and deployment on server	
2	App development charges	
3	Manpower charges - Business Analyst (based at NIFientreC, Gandhinagar for 12 months)	
4	Manpower charges - Hosting expert (based at New Delhi for 8 months)	
5	Maintenance and support charges till 1 year	
A	Subtotal	
B	Taxes as applicable	
C	Grand Total (A+B) (Amount in Words)	

Note: Financial bid have to be inclusive of all taxes, the net bundled price to be considered. The Inappropriate quotes upon verification will be summarily rejected without citing any reason.

In case of any delay by successful bidder from milestones described in tender, a reasonable penalty (up to two times of cost of SN no. 1 to 5 on per day basis will be levied). The penalty will be calculated in proportion to day wise with respect to amount quoted of SN no. 1 to 5.

- Following additional information should be taken a note -

(A) COMPLIANCE OF ALL STATUTORY OBLIGATIONS

(1) All manpower deputed to work on this work shall be the employees of the Successful Bidder only. The successful bidder alone shall be responsible at his own cost and risk for the due compliance of all the applicable labour laws and other statutory obligations with regard to this contract.

(2) The Successful Bidder shall be required to have been registered and having the necessary licenses and permissions under the various laws and enactments like the Contract Labour (Regulation and Abolition) Act, 1970, Employee Compensation Act, 1923 and Employees Provident Fund and Miscellaneous Provisions Act, 1952 from the date of commencement of the work and he shall obtain and submit the copy of registration certificate, registration code number to NIFientreC, failing which the contract is liable to be cancelled.

(3) The Successful Bidder may obtain and keep in place necessary insurance policies, Medclaim policies, and group insurance schemes of adequate value to cover his manpower / personnel, employees with regard to any accidents, injury or the liability under the Employee Compensation Act. Under no circumstances, NIFientreC will be responsible for such breach.

(4) The Successful Bidder shall observe and be responsible for the compliance of all labour laws, government notifications and shall maintain necessary records for the same and shall submit the same to NIFientreC when so required.

(5) The Successful Bidder shall duly maintain all records/registers required to be maintained by him under various labour laws mentioned above and shall produce the same before the concerned Statutory Authorities whenever required and called upon to do so.

(B) WORK CERTIFICATION

(1) The work done and executed by the Successful Bidder shall be approved and certified by the authorised personnel of NIFientreC in accordance with the terms and conditions of this contract and the rules and norms of NIFientreC.

(2) If upon inspection, NIF finds that the manpower personnel were absent on any day and accordingly the services have not been rendered or performed as per the terms and conditions hereof and is not as per expected levels of performance, then NIFientreC shall issue a warning to the Successful Bidder providing a defined time limit to rectify any non-performance or inadequate performance, failing which NIFientreC shall be entitled to levy penalty as hereinafter provided.

(3) In case any of Successful Bidder's personnel deployed under the contract fails to report in time and the Successful Bidder is unable to provide suitable substitute in time for the same it will be treated as absence and penalty shall be levied.

(4) In case any complaint is received with regard to the misconduct/ misbehaviour of Successful Bidder's personnel, a penalty for each such incident shall be levied and the same shall be deducted from the Successful Bidder's bill.

(C)FORCE MAJEURE The Parties hereto shall be relieved from the performance of the obligations as herein contemplated or from any penal consequences on account of non-performance which is attributable directly to force majeure conditions, which conditions are not in the power, domain or control of the Party affected. The Party seeking protection of such force majeure condition shall be required to send a notice of the existence and continuation of such conditions to the other Party and only thereupon the suspension of obligations shall follow. For this purposes hereof, force majeure conditions shall mean an event beyond the control of the Party and not foreseeable by the Party and shall include events of floods, explosions, riots, wars, hurricane, epidemics, any other Act of God, quarantine restrictions, terrorism, government actions and provided always that such acts result in the impossibility of the further performance of the contract.

(D)INTERPRETATION In case of any dispute with regard to the interpretation of any of the provisions of this document or to the due performance in accordance with the contract terms, the decision of Director, NIFientreC will be final and binding.

(E) ASSIGNMENT AND SUB-LETTING/SUB-CONTRACTING PROHIBITED The Successful Bidder shall not directly or indirectly assign or sub-let any part of the contract to any other party or agency.

(F) TERMINATION

A. NIFientreC may terminate the contract if any of the following events occur :-

- i. Successful Bidder is adjudged as insolvent.
- ii. Successful Bidder has abandoned the contract i.e. the Successful Bidder fails to perform the obligations under the contract for a period of One month.
- iii. Any of the licenses, permissions or registrations of the Successful Bidder as required under the applicable laws are discontinued/ cancelled or not renewed in time.
- iv. Successful Bidder has neglected or failed persistently to observe or perform his obligations under the contract or performs unsatisfactorily
- v. The Successful Bidder is found to have acted in breach or violation of any of the safety norms persistently, applicable labour and other laws in relation to the contract and his obligations therein.
- vi. The Successful Bidder commits a breach of the contractual terms and conditions.

vii. In the opinion of NIFientreC, it is desirable to discontinue with the performance of the contract with the Successful Bidder.

B. NIF shall give the Successful Bidder a Seven days' notice period to rectify the breach, failing which the contract shall stand terminated on the last date of the notice period without requiring any further notice from NIFientreC in that behalf.

C. Upon such termination, the outstanding dues of the Successful Bidder shall be settled subject to the amounts recoverable by NIFientreC under the contract from the Successful Bidder.

D. The Performance Security Deposit amount shall be forfeited if the contract is terminated by NIFientreC on account of the above.

(G)INDEMNITY The Successful Bidder shall indemnify and keep harmless NIFientreC from and against all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered by NIFientreC which it may sustain, pay or incur as a result of or in connection with the performance/ purported performance/ non-performance of the contract by the Successful Bidder, including but not limited to, any liability or action occurring on account of any litigation, court or government orders.

(H)AMENDMENT No amendment or modification or waiver of any provision of these presents, nor consent to any departure from the performance of any obligations contained herein, by any of the Parties hereto, shall in any event be valid and effective unless the same is in writing and signed by the Parties or their duly authorized representative especially empowered in this behalf and the same shall be effective only in respect of the specific instance and for the specific purpose for which it is given.

(I) SETTLEMENT OF DISPUTES (1) Any disputes or difference between parties arising out of the contract to the extent possible shall be settled amicably between the parties. (2) If amicable settlement cannot be reached all the disputed issues shall be resolved by Competent Authority NIFientreC and his decision shall be final. If needed, Competent Authority NIFientreC may constitute a Committee to resolve the dispute.

(J) GOVERNING LAW & JURISDICTION This contract shall be governed by the Laws of India and the Courts at Ahmedabad shall have exclusive jurisdiction to try and disputes arising hereunder.
