

Office of District e-governance society
Collectorate, katni M.P.

TENDER DOCUMENT FOR THE APPROVAL OF AGENCY
TO DEVELOP
PROJECT TRACKING SOFTWARE AND MOBILE APP (RETENDER)

TENDER NO-. 2233 / ई-गव. / कटनी दिनांक 24/02/2018

PRICE: Rs.500/- (non-refundable)

TO BE SUBMITTED BY: 17.30 hrs 09th March 2018

PART –A

Office of District e-governance society
Collectorate, katni M.P.

TENDER NOTICE
PROJECT TRACKING SOFTWARE AND MOBILE APP

1. INTRODUCTON:-

(A) PURPOSE:-

Regular construction works are carried out by different departments in the district as buildings, roads, drains, wells, handpumps, bridges, culverts, stop dams, canals etc. All these works are done by field engineers after the approval of concerning departments for the development of the rural areas of the district. Unnecessary delays in the work, lack of completion in the given timeline, the status of administrative and financial sanction, financial crisis is a hindrance to the success of any scheme. Keeping this situation in view, a project monitor portal and mobile app have to be develop to monitor the progress of different construction works running in the district.

(B) CONCEPT:-

1. It will be a type of project monitoring system, which will facilitate with the creation of new departments and user IDs of different department heads through an admin panel and will be able to see and monitor all types of reports from this user id.
2. The Heads of various Construction Agencies/departments will be able to log on to the portal through their user id. They can also able to register new construction works, edit old works as required and handover the completed tasks to concerning department. They will also be able to create new User ID of their subordinates.
3. All the work generated by the department should be reflected in the id of the respective field engineer, by which he will be able to upload progress and its photographs time to time.
4. All other modification asked by district e-governance society by time to time.

2. PARTICULARS OF THE TENDER

The tender document can be purchased from the office of “District e-governance society, collectorate katni against payment of Rs. 500/- (non-refundable) per tender by Demand Draft drawn on any Nationalized/ Scheduled Bank payable at Katni in favour of “ Collector & Chairman of the District e-governance society, katni” on all working days between 10:30 hrs and 17.30 hrs. Tender document will be made available from 26th February 2018 to 08th March 2018. Last date for receipt for Tender is 17.30 hrs 09th March 2018. The tender document can also be downloaded from Govt. District website, in which case, While submitting the tenders, the fee of tender document should be enclosed in the form of a demand draft as per the particulars given above, without which the tender will be treated as invalid.

The offer should be made on the original specified Tender Proforma only, contained in the Schedule of Tender document. All offers should be made in English. The cover should be addressed to “Office of District e-governance society, Collectorate, Katni M.P.

Pre-Bid Meeting

06th March 2018, 13:00

Opening of technical Bid-	13 th March 2018, 11:00 hrs
Technology and Concept presentation	13 th March 2018, 15:00 hrs
Opening of Price Bids	14 th March 2018, 12:00 hrs

Amount of EMD Rs.15,000/- (refundable After project execution)

Lowest Bid will NOT be Criteria for awarding the project. Presentation on the Technology and Concept should be done by all successful technical bid tenderer before the Technical committee chaired by Collector katni. Best Solution/concept will be on Prime criteria.

3. ELIGIBILITY FOR PARTICIPATION IN TENDER

Only those firms who fulfil the following minimum criteria are eligible to participate in tender.

- 3.1 It must be a Private Limited Company having average minimum turnover not less than 10 Lakh for the last three years and at least 5 years old from the date of release of this Tender. Proof of turnover and establishment shall be enclosed.
- 3.2 It must have experience of handling large amount of data and should have done at least one government high data volume project. Proof of experience shall be enclosed.
- 3.3 It must have experience of handling app of 5000 login per day. Also should have experience of handling 6000 records per day and 1.5 Lakh records per month.
- 3.4 Name and details of any three Applications made by the Firm and their client details also.
- 3.5 The Firm should have well-qualified and experienced Project Manager (Minimum 1) and Developers (Minimum 2). Bio data of concerned should be enclosed.
- 3.6 The Firm should have high organizational capacity to produce our application (equipment, hardware, software, physical space, office location, etc.) Proof of each should be enclosed.

4. GUIDELINES FOR PREPARATION OF TENDER

- (i) The tender bid must be submitted in three Proformas: Proforma 2 of part B for technical bid, Proforma 3 of part B for Technology and Concept details and Proforma 4 Of Part B for commercial bid separately, Proforma 2 must be covered by Proforma 1 (Application)
- (ii) Ambiguous and Incomplete tender (s) will be summarily rejected. Amendments and addition to tender after opening the tender will not be accepted.
- (iii) Each page of the tender submitted for bid should be signed by the tenderer himself or a person duly authorized by the tenderer (s). In case of Authorized person a authorization letter must be attached.

5. SCOPE OF WORK

After being the successful contractor in the tender, should start development work immediately. All hierarchy data, type of projects and logo will be provided by the District e-Governance society Katni and The contractor will be responsible for application development, interface design, and production.

Keeping the Collector Katni as the Admin of this project, developer will have to create departments, and have to create the ID of the Heads of departments, and have to give facility to generate User ID of their field engineers within the department. While creating a template for addition of new work in portal, each construction agency should also be given the facility of adding new construction works to it, and by creating geofencing, it should also be ensured that the development work of his field will only be displayed in particulars ID. There should also be a facility to enter the current progress status of construction works through the app. System will also be created in such manner so Administrative sanction and technical sanction can be entered. The contractor should provide on-site training to all stakeholders and create starting database.

The new Application must meet the following criteria:

- Development in Latest Technology without any Licensing Issue or Cost
- Backups & Restore
- Data Integrity
- Intuitive Interface and Scalability.
- Data Security and Accessibility
- MIS Reports
- Geo tagging/ geo fencing.
- Entry of AS/TS, timely budget, measurement and payment details.
- Several reports as required eg. Escalation, termination, Work done.
- Photographs.

The successful contractor must follow the instructions time to time given by Collector & Chairman of the District e-government society katni or a person appointed by him for this task.

Deliverable	Given by	Scope of Work
Detailed Requirements	'Client's	'Client' shall provide all the requirement and functionalities of the product going to be develop by the 'Developer'.
Project Analysis	'Developer'	'Developer' shall assess requirement of 'Client'
Design	'Developer'	'Developer' shall design website, android application, IOS application on current and future versions as per requirement of 'Client'
Web Development	'Developer'	'Developer' shall build web portal as finalized by 'Client'. Admin panel shall be provided by 'Developer'
Development of Mobile Applications	'Developer'	'Developer' shall develop Android mobile application, IOS mobile application and any other platform if required in future on their all current and future versions with proper documentation.
QA Testing	'Client' and 'Developer'	'Developer' shall carry the QA while Client will give timely feedback.
Maintenance and Support	'Developer'	Free Maintenance and Support will be provided for 6 months from the date of handover the whole Product. Their after the 'Developer' is bounded to provide the maintenance and support as per the requirement of the client though it may be chargeable. In case of any failure of completion of the same by the developer in a given period of time the client is free to take services from any other developer for the same.

6. TECHNOLOGYS

“Developer” shall use the below mentioned technologies for the development of the product mentioned under this agreement. The same can be changed only with mutual understanding of both parties, but not without a clear written confirmation by the Client. It is important to note that the complete ‘Product’ shall be developed by using Portable Code/Software/Tools having 100% compatibility with Linux Operating System, using Open-source and open-standards components, and shall never have any proprietary or “Windows” based component without the written confirmation of the Client.

. No.	Scope	Technology to be Used
1	Product	CakePHP3 Framework
2	Database	MySQL
3	Web Services	Slim Framework (Rest APIs)
4	Message and Notifications	GCM
5	Authentication	E-mail Verification, E-mail Message (OTP), and SMS (OTP) options
6	APIs Testing	Postman Tools
7	Android Devopment IDE	Andriod Studio
8	Server	Debian 8.X Linux Operating System
9	Web Services Calling	Latest A Query Lib

7. PROJECT REVIEW AND COMPLETION TIME

“Developer” have to complete the project under the supervision of the client with the required data to complete the product in a given timeline. Timely liasning regarding progress and requirement id expected from both parties. ‘Developer’ have to work expeditiously to complete the project no later than 90 working days from the date of signing this agreement.

‘Developer’ have to provide access to ‘Client’ over BASECAMP – a project management platform being used by ‘Developer’ to provide timely progress report to ‘Client’. ‘Client’ shall be able to send feedback directly to technical team of ‘Developer’.

For the scope of any modification, suggestion and feedback in between the development of product, it will be required in phases. Each phase, that will be specified here-under with features, shall be complete by itself, such that it’ s launch will not depend on the next phases, so that the users of the Client can use them easily and completely within the given features. It should noted that the developer has to finish the below mention phases in the given time limit.

For smooth progress ‘Developer’ has agreed to divide project in 4 phases, which shall be managed as follows:

Phase	Identity	Cumulative Project Portion	Features	Time limit
1st	Upfront – 1	30%	(Wire-frame, DB Schema &	0 to 20 Days

			Design, Front end design, screen flow)	
2nd	Milestone – 2	60%	Admin & web-services	21 to 35 Days
3rd	Milestone – 3	90%	Integration of web and app – development started	36 to 50 Days
4th	Milestone – 4	100%	3rd party integration, testing, bug-fixing etc.	51 to 60 Days

The list of features to be completed within each of the above phases will be decided within 3 days of signing this agreement and starting the work and shall be agreed and signed separately, forming part of this agreement, as an annexure of this agreement. Milestone details will be provided by technical team on Basecamp.

8. SUBMISSION OF TENDER

- (i) The schedule of the tender document (PART 'B') contains Checklist, Application form (Proforma1), Questionnaire (Proforma 2 for Technical bid), Technology and Concept details (Proforma 3), Pricing Schedule (Proforma 4 for Commercial Bid), and Data Security (Proforma 5). The tender must be completed in all respects as per the check-list.
- (ii) The schedule to the tender form should be returned intact after completion, in original, whether tenderer (s) are quoting for any item or not. Pages should not be detached from the Schedule of the tender document or omit any entry for any item (s) not tendered for and, in such case the corresponding space for item (s) should be reflected by words '**not quoted**'
- (iii) In case of insufficient space in the Proforma for the required purpose, additional pages may be added. In such case, additional page (s) duly signed by the tenderer (s) must be numbered consecutively, at the end with cross reference of appropriate paras of the tender document.

(Tender must be sent by Registered post/speed post only so as to reach office of District e-governance society room no 65&66 collectorate, katni M.P. 483501 on or before the specified date and time.)

9. TERMS AND CONDITIONS

Any tender (Technical Bid) not accompanied, by the following documents will be summarily rejected:-

1. Registration no. of the firm with validity.
2. Income Tax return for the last three years.
3. GST number certificate.
4. Amount of EMD:- Rs. 15,000/- in the form of DD/Banker's Cheque only (Valid for period of contract)
5. Receipt for purchase of tender document of Demand Draft for Rs. 500/- in case the tender document is downloaded from the website.
6. Working experience certificate.
7. The tenderer who is awarded the contract will have to be sign a contract (ANNEXURE-I of PART-A) on non judicial stamp of 500/-

8. TERMS OF PAYMENTS

The assigned work will be treated successful and complete after the completion of necessary training to employees and software verification by our Technical committee. Designed software

and mobile app should be handed over to district e-Governance society, katni which include all the mentioned element in this agreement with acceptance by the Client' within the above mentioned agreed time.. After handing over the product, cost of developing and deploying the software will be released. Monthly support and maintenance cost and server Hosting cost will be released quarterly after 6 months of free support and maintenance. It is to be noted that after the written notification issued by the Client to shift the complete developed Application (Database and Hosting) from the developer's end to the desired client's place, the developer has to complete this procedure within seven working days, and no extra charges will be payable by the Client for the same. Security audit of the project should also be executed by developers end before the execution of hosting process begins. It is also important to note that after once the shifting process is completed the Client will not be liable to pay any kind of Server Hosting Cost.

9. ARBITRATION AND JURISDICTION

If any dispute of difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this contract, including the rights or liabilities or any claim or demand of any party (or its extent) against the other party or its sub-contractor or in regard to any matter under these presents but excluding any matters, decisions or determination of which is expressly provided in this contract, such disputes or differences shall be referred to an arbitrator to be appointed by mutual consent of both parties. If the parties cannot agree on the appointment of the arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the arbitrator shall be nominated by the Commissioner Revenue, of Jabalpur Division. A reference to the arbitration under this clause shall be deemed to be submission with the meaning of the arbitration and Conciliation Act-1996 and any modification or re-enactment thereof and the rules framed there under for the time being in force.

Any dispute arising out of the contract should be within the jurisdiction of Katni only. Minor cases of redressal, if any, can be referred to the collector katni.

(a) SIGNING OF TENDER

The individual signing the tender or other documents in connection with the tender must specify whether he signs as:-

- (i) A 'sole proprietor' of the firm or constituted attorney of such sole proprietor;
- (ii) A 'partner' of the firm if it be a partnership, in which case he must have the authority to refer to arbitration in case of disputes concerning the contract.
- (iii) 'Appropriate authority with delegated powers', if it is a company.
- (iv) In case of (ii) above, a copy of the partnership agreement or general power of attorney in either case, attested by a notary public, should be furnished, or affidavit of the partnership agreement or the general power of attorney of all the partners admitting execution should be furnished.

In the case of partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by partner of the firm.

A person signing the tender or any documents forming part of the contract and on behalf of another shall be deemed to warrant that he has authority to bind the other. In such case he should supplement legal document with the tender.

Each page of schedule to tender and annexure thereof, or additional pages if any, should be signed by the Tenderer (s).

(b) DELIVERY OF TENDERS

The tenders must be submitted in three sealed covers separately for technical bid, commercial bid and Technology and Concept presentation. which are to be super scribed as "Technical bid for project tracking software and mobile app", "commercial bid for project tracking software and mobile app" and "Technology and Concept presentation for project tracking software and mobile app". These envelopes are put together in a single

envelope super scribed as “Tender document for project tracking software and mobile app”. Tenders must be sent by Registered Post/Speed post so as to reach Office of District e-governance society Collectorate, katni,M.P. on or before the specified date and time. Office of District e-governance society, Collectorate, Kanti M.P. shall not be responsible for any postal delay. The tenderer (s) may get it confirmed in their own interest, about the submission of tender (s) from the said Office.

(c) **BID SECURITY / EARNEST MONEY :**

Each tenderer must furnish the Earnest Money as specified in Para 6, in the form of of DD/Banker’s Cheque only from any Nationalized Bank in the name of “Collector & Chairman of the District e-government society katni.

(d) **RIGHTS OF ACCEPTANCE OF TENDERS**

The collector of katni or his nominee does not bind himself to accept any tender and reserves the right of accepting the whole or any part of the tender or portion of the quantity offered.

The Collector, katni or his nominee reserves the right to reject any or all offers received in response to this tender or cancel/withdraw the tender notice without assigning any reason prior to the award of contract.

(e) **INDEMINITY**

The tenderer who is awarded the contract will be deemed to have indemnified District e-governance society and its employees for any or all damages, data security and claims arising out of damage destruction and death/loss caused to personnel, equipment, data & stores employed by the contractor.

(f) **ASSINGNING TO OTHERS**

The firm shall not, without the prior written permission of the Collector, katni assign or transfer or cause to be assigned or transferred, whether actually or as the result of takeover, merger or other change of identity or character of the firm, any of its rights or obligations under the contract or any part, hare or interest therein. Upon any such assignment or transfer, this engagement may forthwith be terminated by the Collector, katni.

(g) **INTELECTUAL PROPERTY RIGHTS**

all the rights of all the elements used in the ‘Client’s ‘Product’ in all the versions being developed, shall stand automatically transferred to client after payment of development cost to developer unconditionally, perpetually and completely to the ‘Client’, to use and replicate all the elements, consisting of designs, web pages, domain, database and intellectual property rights for its own lawful purposes. Rights to work-up files, and computer programs, documentation and everything that has gone into the development of the ‘Product’ shall be unconditionally owned by the ‘Client’, and shall remain the property of the ‘Client’ without and rights of any kind whatsoever, with the Developer. It is the responsibility of the Developer to hand over all the elements (intellectual properties, web pages, domain, design, documentation etc., that are part of the developed product in all its versions like web, android and iOS) of the ‘Product’, to the Client with proper document such that its further development is not solely controlled by the Developer in any way whatsoever.

10. RIGHTS TO REVISE THE JOB SPECIFICATIONS

The Collector & Chairman of the District e-governance society Katni, reserves the right to revise and/or alter job specifications before the acceptance of any tender. After acceptance of tender, job

specifications can be altered/revised with mutual agreement between Collector & Chairman of the District e-governance society Katni and the tendere(s).



(Vishesh Garhpale)
Collector & Chairman
District e-governance society, Katni

ANNEXURE-I

AGREEMENT

With the reference of the Official tender no., this agreement is made on this between District e-Governance Society Katni, a government registered society which is responsible for promotion of IT & e-Governance throughout in District, having its Registered Office at Collector' s office Katni, which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and assigns, hereinafter referred to as "Client" , or "DeGS Katni", of the one part, represented by its District Manager, Mr.

And

M/s....., having its Registered Office at....., which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and assigns, hereinafter referred to as "Developer" of the other part, represented by its Project Manager, Mr.,

"Product" means the "Project Tracking website application including its Android and IOS version" that is being developed by the "Developer" for the "Client" under this agreement. The "Product" will consist of the intellectual property rights, designs, databases, webpage, domain, libraries, binaries and all other elements, components and documentation in all/any format/s, that are part of the website application, Android, IOS mobile application and any other platform if required in future on their all current and future versions including Admin panel". Currently this Product will run as a website, Android and IOS mobile application, but not limited to, the Client will have full, sole, irrevocable and perpetual rights to run/use/modify/sell it as per their sole decisions in the future.

Client will have the sole rights to any and all versions of the 'Product' currently being developed and those that may be developed in future by the Client and/or its contractors. Developer is precluded from sharing this application's code, concept or any part of it with anybody else without Client's written authorization.

WHEREAS, 'Developer' is an independent contractor hired to provide development and designing of the 'Product',

WHEREAS, 'Client' seeks to utilize the services of the 'Developer' to develop the 'Product' for client' s commercial and/or any other purposes, whatsoever, as the sole owner of the Product.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree to the terms and conditions as follows;

1. Scope of Work

Deliverable	Given by	Scope of Work
Detailed Requirements	'Client's	'Client' shall provide all the requirement and functionalities of the product going to be develop by the 'Developer'.
Project Analysis	'Developer'	'Developer' shall assess requirement of 'Client'
Design	'Developer'	'Developer' shall design website, android application, IOS application on current and future versions as per requirement of 'Client'
Web Development	'Developer'	'Developer' shall build web portal as finalized by 'Client'. Admin panel shall be provided by 'Developer'
Development of Mobile Applications	'Developer'	'Developer' shall develop Android mobile application, IOS mobile application and any other platform if required in future on their all current and future versions with proper documentation.
QA Testing	'Client' and 'Developer'	'Developer' shall carry the QA while Client will give timely feedback.
Maintenance and Support	'Developer'	Free Maintenance and Support will be provided for 6 months from the date of handover the whole Product. Their after the 'Developer' is bounded to provide the maintenance and support as per the requirement of the client though it may be chargeable. In case of any failure of completion of the same by the developer in a given period of time the client is free to take services from any other developer for the same.

2. Technologies:

‘Developer’ shall use the below mentioned technologies for the development of the product mentioned under this agreement. The same can be changed only with mutual understanding of both parties, but not without a clear written confirmation by the Client. It is important to note that the complete ‘Product’ shall be developed by using Portable Code/Software/Tools having 100% compatibility with Linux Operating System, using Open-source and open-standards components, and shall never have any proprietary or “Windows” based component without the written confirmation of the Client.

No	Scope	Technology to be Used
1	Product	CakePHP3 Framework
2	Database	MySQL
3	Web Services	Slim Framework (Rest APIs)
4	Message and Notifications	GCM
5	Authentication	E-mail Verification, E-mail Message (OTP), and SMS (OTP) options
6	APIs Testing	Postman Tools
7	Android Development IDE	Android Studio
8	Server	Debian 8.X Linux Operating System
9	Web Services Calling	Latest A Query Lib

3. Project Review and Completion Time:

‘Developer’ have to complete the project under the supervision of the client with the required data to complete the product in a given timeline. Timely line regarding progress and requirement is expected from both parties. ‘Developer’ agrees to work expeditiously to complete the project no later than 90 working days from the date of signing this agreement.

‘Developer’ agrees to provide access to ‘Client’ over BASECAMP – a project management platform being used by ‘Developer’ to provide timely progress report to ‘Client’. ‘Client’ shall be able to send feedback directly to technical team of ‘Developer’.

For the scope of any modification, suggestion and feedback in between the development of product, it will be required in phases. Each phase, that will be specified here-under with features, shall be

complete by itself, such that it's launch will not depend on the next phases, so that the users of the Client can use them easily and completely within the given features. It should be noted that the developer has to finish the below mentioned phases in the given time limit.

For smooth progress 'Developer' has agreed to divide project in 4 phases, which shall be managed as follows:

Phase	Identity	Cumulative Project Portion	Features	Time limit
1st	Upfront – 1	30%	ANNEXURE 1 (Wire-frame, DB Schema & Design, Front end design, screen flow)	0 to 20 Days
2nd	Milestone – 2	60%	ANNEXURE 2 Admin & web-services	21 to 35 Days
3rd	Milestone – 3	90%	ANNEXURE 3 Integration of web and app – development started	36 to 50 Days
4th	Milestone – 4	100%	ANNEXURE 4 3rd party integration, testing, bug-fixing etc.	51 to 60 Days

The list of features to be completed within each of the above phases will be decided within 3 days of signing this agreement and starting the work and shall be agreed and signed separately, forming part of this agreement, as an annexure of this agreement. Milestone details will be provided by technical team on Basecamp.

4. Commercial:

'Client' has agreed to pay lump sum of the total cost of developing and deploying software rs..... inclusive of all taxes to the 'Developer' after the handover of the product which include all the mentioned element in this agreement with acceptance by the Client' within the above mentioned agreed time. On initial stage the complete hosting of software will be done by developer at his end, for which he will be paid rs.as mentioned in his proposed commercial bid. It is to be noted that after the written notification issued by the Client to shift the complete database with source code from the developer's end to the desired client's place, the

developer has to complete this procedure within seven working days, and no extra charges will be payable by the Client for the same. Security audit of the project should also be executed by developers end before the execution of hosting process begins. It is also important to note that after once the shifting process is completed the Client will not be liable to pay any kind of Server Hosting Cost.

5. Maintenance and Support :

‘Developer’ has agreed to provide six months free maintenance and support to ‘Client’ after deployment and successful handover to Client. During this period if any kind of modifications or updates are required by the client in the system the developer will required to provide it. Any bug fixes due to defect in the code or design will be fixed free of cost for a period of 6 months after the product release.

After the period of 6 months of maintenance and support charges will be payable as proposed by developer in its “financial bid”

Helpdesk:

The Developer will develop a suitable system for technical assistance for Client or its employees. A helpdesk contact number, email id will also be provided by the Developer.

Exclusions:

‘Client’ has agreed that followings are not covered in project cost or scope of work of ‘Developer’;

- 1) SMS/Payment Gateway API

6. Authorization:

While Developer shall use a local Linux server at their location for the development, the Client shall provide the online internet connected Linux server to the developer to host the ‘Product’ under development, with complete access to the necessary directories so that the work being done can be hosted there and also be available to the Client to monitor/check it. However, Client agrees not to make any changes to the online work being done, but to inform of the same to the Developer for them to incorporate the changes required. The total development of the product will be done such that it is portable and compatible with Linux Operating System, using Open source tools for which the license can be straight-away transferred to Client, without any extra expenditure.

The 'Client' also authorizes 'Developer' to publicize its completed Website to Web search engines, as well as other Web directories and indexes. Developer will integrate the fundamental meta tags for the created pages, for which the keywords will be provided by the Client.

7. Copyrights and Trademarks:

The 'Client' represents (informs) to 'Developer' and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork/s and software code, furnished to 'Developer' for inclusion in Web pages are owned by the 'Client', or that the 'Client' has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend 'Developer' from any claim or suit arising from the use of such elements furnished by the 'Client'.

In the same way, the Developer represents (informs) to the Client and unconditionally guarantees that all the elements of text, graphics, photos, designs, trademark, or other artwork/s and software code used in the developed code are either given by the Client, or that the Developer has the necessary permission from the rightful owner to use each of these elements and pass the ownership rights of all the elements used, to the Client, on completion of the work, and that all the elements used are free of any third part rights of any kind whatsoever. And that the Client will solely own all the rights to such materials, without any conditions whatsoever.

8. Copyrights to Web Pages:

It is unconditionally confirmed by the Developer that the 'Developer' currently owns the intellectual property rights to all the elements used on the web application including the Android and iOS versions, apart from those given by the 'Client', including but not limited to the hypertext markup language (HTML), and graphical layout design, databases, User Interface/s, Interfaces etc., being performed/created within/for the 'Client's 'Product' in all its versions. Upon the payment of the above mentioned agreed full amount of developing and deploying software, all the rights of all the elements used in the 'Client's 'Product' in all the versions being developed, shall stand automatically transferred unconditionally, perpetually and completely to the 'Client', to use and replicate all the elements, consisting of the website, domain and designs for its own lawful purposes. Rights to work-up files, and documentation and everything that has gone into the development of the 'Product' shall be unconditionally owned by the 'Client', and shall remain the property of the 'Client' without and rights of any kind whatsoever, with the Developer. It is the responsibility of the Developer to hand over all the elements, design, documentation etc., that are part of the developed product in all its

versions like web, android and iOS) of the 'Product', to the Client with proper document such that its further development is not solely controlled by the Developer in any way whatsoever. The Client shall have complete rights to decide as to who will develop the further code and that the documentation of the code provided by the Developer should not need further assistance and/or involvement of the Developer, unless so decided by the Client. The 'Developer' shall not share/give/sell/hire out any part or the complete code/elements/features being used in the 'Product' to anyone, even during the development phase of the 'Product', whether in parts or as a whole.

9. Design Credit:

Only the 'Client' shall have the rights to the developed product and its further versions and no one, including the 'Developer' and/or anyone in the team of the 'Developer', shall have any right to have any credit to it, unless, specifically agreed to by the Client, separately, in writing. Currently, the Client is not giving any right to the Developer or anyone else to claim such credits, in any form whatsoever, including any kind of byline and/or publicity, since that is a matter of Intellectual property rights of the client.

10. Nondisclosure:

The 'Developer', its employees and subcontractors agree that, except as directed by the 'Client', it will not, at any time during or after the term of this Agreement disclose any Confidential Information, code, documentation, process or plan, of the 'Product' to any person whatsoever, for any purpose, for ever in any format. Likewise, the 'Client' agrees that it will not convey any confidential information obtained about the 'Developer' to another party. The NDA agreement signed between the parties shall become part of this agreement with regard to confidentiality of the work being done in its entirety.

11. Agreement Revisions:

Revisions to this Agreement, if required and agreed by both the parties, will be considered in-force by both the parties within 5 days of signing the agreement of such requested changes, which shall become part of this agreement.

12. Lawful Purpose:

'Client' may only use 'Developer's design and software development services for lawful purpose. Transmission of any material in violation of any regulation will be against this agreement. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, pornographic, profane, or material protected by trade secrets.

13. Entire Understanding:

The clauses and matter contained in this "Agreement" constitutes the sole agreement between 'Developer' and 'Client' regarding the 'Developers' web design services. It becomes effective only when signed by both parties. All prices specified in this Agreement will be honored for the terms listed above after both parties sign this Agreement. Continued services after that time will require a new agreement.

Two copies of this agreement as originals are being created and signed by both the parties for each party to have an original copy of the same.

This Agreement and any services rendered hereunder are subject to all the applicable laws and regulations of India and the rights and obligations of the parties hereto under or in connection with this Agreement shall be determined in accordance with the laws of India. The courts of Jabalpuri will have the jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated below.

Signature

Signature

PART B

Office of District e-governance society
Collectorate, katni M.P.

**TENDER DOCUMENT FOR THE APPROVAL OF AGENCY
TO DEVELOPE
PROJECT TRACKING SOFTWARE AND MOBILE APP**

TENDER NO-.....

Name of the Tenderer (s) :-----

Firm's Reference No. :-----

Date of submission :-----

Additional No. of pages (if any) :-----

CHECK LIST

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TECHNICAL BID
TENDER DOCUMENT FOR THE APPROVAL OF AGENCY
TO DEVELOP
PROJECT TRACKING SOFTWARE AND MOBILE APP

QUESTINNAIRE

(Attach separate sheets for any item where space is inadequate)

Tenderer must give the comprehensive answer to each of the following questions:

1. Name of the firm (Indicate registration No., Business license No., location of the firm, ISO Certificate copy (if available), and date established etc. Enclose copies of the said documents.)
2. Proof of establishment.
3. Full address of the firm including Fax and E-mail address.
4. Proof of experience of government high data volume project.
5. Name and details of any three Applications made by the Firm and their client details also.
6. Proof of having experienced Project Manager (Minimum 1) and Developers (Minimum 2). Bio data of the concerned.
7. Details of equipment, hardware, software, physical space, office location, to be used. (Proof of each should be enclosed.)
8. Please identify one client for whom you have carried out same type of work. Please give their complete address and specify the services provided to each of them.
9. Time required in taking up the job after firm order.
10. The financial turnover of the firm.(please enclose IT returns of last three years)

Signature of Tenderer(s)

With office Seal

Dated:-----

Technology and Concept details

TENDER DOCUMENT FOR THE APPROVAL OF AGENCY
TO DEVELOP
PROJECT TRACKING SOFTWARE AND MOBILE APP

To,

**The Collector & Chairman
District e-governance Society
District-Katni, M.P.**

Subject: regarding Technology and Concept details using in Pariyojna tracking software

Signature of the tenderer(s)
Name of the Firm with Seal

COMMERCIAL BID
TENDER DOCUMENT FOR THE APPROVAL OF AGENCY
TO DEVELOP
PROJECT TRACKING SOFTWARE AND MOBILE APP
PRICING SCHEDULE

Name of the Agency: _____

Sr. No.	Particulars	Amount Rs.
1	Cost of developing & deploying software (one time)	
2	Monthly Support & Maintenance Cost	
3	Server Hosting Cost (Monthly)	
	TOTAL COST	

NOTE:

- (i) The Price bid of only technical successful and Technology and Concept details satisfactory tendere shall be opened. Successful tenderer shall be paid at L1 rates.
- (iii) Only the finished product as per specifications will be accepted. No. cost, full or part, will be borne by District e-governance society, Katni
- (iv) The above cost figures will not be subject to escalation and the price shall remain valid for period for which the work is allotted to a vender.

Signature of the tenderer(s)

Name of the Firm with Seal

- Notes: 1. Rates quoted should be in the above format, failing which the bid may be rejected.
2. Tenderers must quote the cost in Indian Rupees.
3. Rate should be quoted for supply of all the deliverables confirming the required specifications.
4. Rate should be inclusive of all Taxes etc.
5. If any other charges are applicable, it should be clearly specified.

DATA SECURITY

I/We hereby certify that the Collector & Chairman District e-governance Society Katni Shall have absolute right on the digital data products, web pages, domain, database and output products produced by me/us. I/We shall be responsible for security/safe custody of data Unless this software is hosted in my server.

I/We also certify that data of person/project/department given to me/us in softcopy/hardcopy or generated by me/us in full or part will not be taken-out/misuse, and will not be produced by me/us in any form. I understand that violation of above clause shall attract criminal prosecution under Indian copyright act 1957, the Official Secrets Act 1923 and Information Technology Act, 2000.

Signature of the tenderer with date

Name of the firm with Seal

Signature of the witness with date

- 1.
- 2.