

Tender Specifications for Annual Maintenance Contract (AMC) for DGMS website and Application modules of Approval, Permission, NSA (Mines), Annual Returns & Accidents and Statistics for three year period starting from 23.04.2025.

I. Introduction :

Directorate General of Mines Safety (DGMS) is a subordinate office under the union Ministry of Labour & Employment. DGMS administers the provisions of the Mines Act, 1952 (subsumed in the Occupational Safety Health and Working Conditions (OSH&WC) Code, 2020) and rules & regulations framed thereunder. The official website of the DGMS is <https://www.dgms.gov.in/>.

The website was designed by an empaneled vendor of NICSI and made live on 29.08.2016. DGMS developed four software modules and re-designed & customized the DGMS website. The DGMS website and its Software Modules for (i)Approval System, (ii) Permission, Exemption and Relaxation System, (iii) National Safety Awards (Mines) Management System, (iv) Accidents & Statistics Management System and The web application modules mentioned above were also been developed and made live on 1st July 2017 except the Accidents & Statistics module, which was made live on 1st August, 2020. The website and the modules are the reflections of the functioning of the organization which are required to be maintained and updated regularly. The re-designed DGMS web-site and web application modules are being actively used by the stakeholders including mine management, manufacturers, DGMS officials etc. For details, please visit <https://www.dgms.gov.in/>. The DGMS website and its Software Modules have to be maintained and updated regularly and for which it is decided to procure service for the AMC of the same.

Interested and eligible bidders are requested to submit their bid through GeM portal with all the requisite supportive documents.

No clarifications will be asked to the bidders and if there is any non-submission of information or legible supportive documents, the submitted bid will be rejected / disqualified in the technical evaluation. Only relevant and to the point information/document should be submitted and will be acceptable. Failure to provide any required information, may lead to the rejection/ disqualification of the bid.

II. Pre Qualification Criteria For Bidding

The bidders should have following minimum qualifications and necessary relevant signed supportive documents should be submitted and otherwise, the bid will be disqualified.

1. The bidder shall be a Government Department / organization / Society (Registered under established relevant Central/State Acts) / or a reputed private company / firm those who have been approved by and served to any Government Department/ organization. Necessary registration /empanelment proof should be submitted.
2. The Bidder have successfully completed at least 05 GIGW compliant website design & Development for any Central or State Govts / PSUs / Subordinate offices/ Autonomous Bodies/Institutions in the preceding ten years. The copies of details of such contracts and satisfactory completion/performance certificate(inclusive of safe to host certificates/Cert-in Certification) should be furnished.

3. The Bidder must have five years of experience in design/development/maintenance of GIGW compliant websites in preceding five years. The copies of details of such contracts with satisfactory completion/performance certificates (inclusive of safe to host certificates and Cert-in audit Certification) in claim of their experience should be submitted.
4. The bidder must have successfully completed at least 4 number of annual maintenance contracts of similar scope of works in any Central or State Govts. / PSUs / Subordinate offices/ Autonomous Bodies/Institutions in the previous five years. The copies of details of such contracts with satisfactory completion/performance certificates(inclusive annual cert-in audit certificates) should be furnished.
5. The Bidder must have experience in getting at least two STQC certification for Web site quality for Central or State Govts / PSUs / Subordinate offices/ Autonomous Bodies/Institutions websites as per GIGW guidelines in the last 5 years. The copies of details of such contracts with satisfactory completion/performance certificates(inclusive STQC certificates) should be furnished.
6. An undertaking (self-certificate) that the bidder has not been blacklisted by any Central/State Government institutions in last eight years and there has been no pending litigation with any Government department on account of execution of similar maintenance service.
7. Bidders must be ISO 9001 & 27001 certified and the certificates, which should be valid on tender opening date, must be submitted. Bidders should be CMMI Dev ML5 firm and the copies of certificates should be submitted.
8. Bidders should submit one page write-up about their maintenance plan, protocol, elaborating their understanding on the functionality of the DGMS site.
9. The bidder should furnish copies of GST registration, PAN/TIN of the firm (Please upload the scan copies).
10. The contractor's team should be proficient in html, MVC, C#, Asp.net, PDF, FLASH, serverlets, XML, JQuery, HTML, JavaScript, MS SQL, Cloud Server, IIS, Windows 2016, Windows Server, Cloud Computing, Android/ IOS based mobile responsive modules, and other content management Tools.
11. The bidders who are registered / approved by Government organization like NICSI, NIC under the category for "Design, Development, Implementation and maintenance of Application Software and Websites" only be considered. (Please upload the scan copies)
12. The participating bidder(s) must have turnover of Minimum 300% of estimated value (only from website design, development and maintenance and hosting activities) in last three years. (Please upload the scan copies) duly certified by the Chartered Accountant.

13. The bidder should have at least 100 technical employees on its payroll as on date of submission of the bid. In support of claim, a letter of undertaking on company letter head duly signed by authorised signatory/HR should be submitted.
14. The bidder should provide the duly signed copy of annual remittance statement to EPFO and ESIC.
15. MSME/Start Up registered for "Design, Development, Implementation and maintenance of Application Software and Websites" will only be considered for technical bid evaluation.

Price Bid :

The bidders are requested to upload the price bid in the following price break-up format for Annual Maintenance Charges **for three year**

Sr. No.	Cost Head	Unit of Measure(UoM)	First Year		Second Year		Third Year		Total Cost
			Unit Cost	GST	Unit Cost	GST	Unit Cost	GST	
1	Project Manager	01							
2	Software Developer	01							
3	Offsite Maintenance Charges for three years	01							
Grand Total(Inclusive of GST)									
Note : i) All prices will be in Indian Rupees									

Technical Evaluation Criteria(TEC):

S.No	Criteria Point	Max. Marks	Sub Criteria/Attributes		Documentary Evidence to be furnished
1.	Total Years of Experience of the bidder for design, development, implementation and maintenance of GIGW compliant websites/web portals/web applications from the date of submission of bid	25	Equal to Five years	15	Purchase order/Work order along with completion certificate/sign off and copies of safe to host certifications/periodical Cert-in Audit certifiatess of that web site andapplication
			More than Five years and upto seven years	20	
			More than Seven Years	25	

2.	No. of GIGW compliant Web sites/portals/application designed, developed and hosted for any Central or State Govts / PSUs / Subordinate offices/ Autonomous Bodies/Institutions in the last 10 years from the date of submission of bid	25	Equal to five	15	Purchase order/Work order along with completion certificate/sign off and copies of safe to host certification for the designed websites
			More than Five but less than or equal to ten	20	
			More than ten	25	
3.	No. of Annual Maintenance Contracts completed for GIGW compliant web sites/portals/applications of Central or State Govts / PSUs / Subordinate offices/ Autonomous Bodies/Institutions in last five years from the date of submission of bid	25	Equal to Four	15	Purchase order/Work order along with completion certificate/sign off and copies annual Cert-in Audit certificates
			More than four and less than or equal to Eight	20	
			More than Eight	25	
4.	No. of Central or State Govts / PSUs / Subordinate offices/ Autonomous Bodies/Institutions websites get audited for STQC certification for website quality as per GIGW guidelines in the last 5 years from the date of submission of bid	25	Equal to two	15	Purchase order/Work order along with completion certificate/sign off and copies STQC website quality certificates
			More than two but less than or equal to four	20	
			More than four	25	
TOTAL MARKS		100	Every bidder should score atleast 15 marks from each criterion for consideration of financial evaluation		

Award of Contract:

1. The bid will be processed on Quality and Cost Based Selection Method and the ratio of weightages for Technical and Cost score will be 65:35. The Financial Proposals are also given cost-score based on relative ranking of prices, with 100 (hundred) marks for the lowest and pro-rated lower marks for higher priced offers.
2. The contract will be awarded to bidder scoring higher marks.
3. The contract will be initially awarded for a period of one year and extendable in every year to a maximum of two years upon satisfactory performance of the service provider at the end every completing year.

Payment

1. Maintenance support charges shall be made through pro-rata on Quarterly basis (at the end of every quarter) to the contractor upon satisfactory services provided to DGMS on support activities for website maintenance during the period. Maintenance support charges for the subject assignment as per Scope of Services shall include GST, and other applicable taxes, if any, which is to be paid by the DGMS as applicable during the billing period. The payment shall be made through e-payment as per GFR Rules after deduction of GST/IT as per applicable rules.
2. The service provider shall raise the bill along with system generated date wise downtime detail of the website/portal and traffic for the billing period.
3. **Penalty Clause**
 - i) Penalty shall be deducted from the running payments as per the penalty clause. More than 5 hours of downtime of the web site/portal in one day will be considered as full day downtime by this Directorate.
 - ii) The penalty are charged as per following web site uptime availability subject to maximum of 5% of gross bill amount :-
 - a) 99.00% or Better = NIL

- b) 98.50% to 98.99% = 1.00% of QB
 - c) 98.00% to 99.49% = 2.00% of QB
 - d) 97.00% to 98% = 5.00% of QB
- *QB- Quarterly Gross Bill Amount

LEGAL CLAUSE:

1. The Firm and its representative shall have the knowledge of legal directives including The Official Secret Act 1923; Information Technology Act, 2000; The Digital Personal Data Protection Act, 2023; National Cyber Security Policy, 2013 and any other laws involved in the outsourcing of IT Services in force.
2. The Owner/ Director/ Proprietor/ representative of the firm and its representative shall be liable to be punished/ penalty in case of breach of any confidentiality directly, indirectly, expressly or impliedly or any other way as applicable as per the legal enforcement of law in force, which will include the fine/ imprisonment or any other penalty including immediate termination of contract & forfeiting all due payments. Any/ All disputes shall be settled in the jurisdiction of Honorable Judicial Court, Dhanbad only, complying the Govt. of India procedures.
3. The firm shall mandatorily submit a copy of the duly signed by the contractor/ proprietor/ all Directors of the Company, an Agreement with integrity pact in legal stamp paper of Rs. 150/-, within seven days of the issue of the contract to validating the contract. Non-submission of the original copy of the agreement duly signed by the contractor the shall be considered the contract as invalid.
4. The DGMS has full right to cancel the bid in midst of tender process.

III. TERMINATION OF CONTRACT

1. Either party may terminate the agreement for breach by the other party of any term or condition of this agreement should such breach continue for a period or more than 60 (sixty) clear days provided that the non-defaulting party first delivers to the defaulting party written notice of breach, stating particulars of the breach and requesting the defaulting party to remedy the same; and the intention of the non-defaulting party to terminate this agreement for breach unless remedied, provided that within such 60 (sixty) clear days after defaulting party receives such notice, the defaulting party does not remedy such breach. Upon termination of the Agreement, the Client shall make payment to the consultant for services satisfactorily performed and other reimbursable expenditures already incurred prior to the effective date of termination. Termination of the Agreement shall not prejudice or affect the accrued rights or claims and liabilities of the parties.
2. It may also be noted that in case of contractor backing out in midstream without any explicit consent of DGMS, they will be liable to recovery at higher rates, vis-à-vis, those contracted with it, which may have to be incurred by DGMS on maintenance of website from the remaining period of contract through alternative means. The performance

security deposited to DGMS will also be forfeited by this Directorate. The above act of backing out would automatically debar the firm from any future dealing with DGMS.

3. DGMS has full right to terminate the contract if the Down time of the website/portal is more than 5% in a year without any force majeure conditions and with complete forfeiture of performance security.

FORCE MAJEURE CLAUSE

Neither of the parties hereto shall be considered in default in performance of the obligations under the Agreement if such performance is prevented or delayed by events such as war including civil war (whether declared or not), civil commotion, insurgency, hostilities, revolution, riots, strikes, lock-out, conflagration, epidemics, accident, fire, flood, drought, earthquake or because of any act of God or cause beyond the reasonable control of both parties affected or prevented by sufficient cause provided notice in writing is given within 15 (fifteen) days of occurrence of Force Majeure within the shortest possible period by the Service provider to DGMS and vice versa.

Soon after the cause of force majeure has been removed, the party, whose ability to perform has been affected, shall notify the other party of such cessation and the actual delay occurred with necessary evidence in support thereof. From the date of occurrence of a case of Force Majeure, the obligation of the party affected shall be suspended during the continuance of any inability so caused until the cause itself and inability resulting there from have been removed and the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.

Should one of the parties be prevented from fulfilling the obligations by a state of force majeure lasting for a period of more than 1 (one) month, the two parties shall consult each other and decide on the future execution of the Agreement.

In case of termination of work due to Force Majeure condition, DGMS pay to the service provider towards all works done as per the scope of service up to the date of happening of the Force Majeure event.

Bid Security & Performance Security :

1. EMD at the rate of 2% of Estimated Value shall be paid by the bidders. The EMD exempted category should submit the Bid Security Declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of 5 Years from being eligible to submit Bids for contracts with the entity that invited the Bids.
2. The Performance Security shall be paid at the rate of 5% of the contract value within ten days from the date of award of contract. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the service provider including warranty obligations.

Technical Compliance Sheet-INDEX

(Bidders are requested to submit the duly filled compliance sheet, provided in their letterhead and the supportive documents should be relevant to the requirement)

Sl.No	Description	Is supportive document submitted Yes/No?	Page no of Bid doc
1	Type of Bidder: Government Department / organization / Society (registered under established relevant central Acts) / or a reputed private company / firm or those who have been approved by / served to, any Govt. Department/ organization		
2	Experience: Five years of experience in design, development and maintenance of website in GIGW complied website/ with copy of the contracts along with satisfactory contract completion/performance certificates/Cert-in audit certificates as proof of experience.		
3	Performance: successfully completed at least 4 annual maintenance contracts of similar nature in GIGW complied website/ application in any Central or State Govts./ PSUs / Subordinate offices/ Autonomous Bodies/Institutions in the previous five years with copy of the contracts along with satisfactory contract completion/performance certificates/Cert-in audit certificates as proof of experience..		
4	Performance: successfully completed at least 05 website design & development and Implementation of GIGW complied websites for any Central or State Govts / PSUs / Subordinate offices/ Autonomous Bodies/Institution in the previous 10 years with copy of the contracts along with satisfactory contract completion certificates/SAFE HOST CERTIFICATES as proof of experience.		
5	<p>a) Performance: Original copy (ink signed/ digitally signed) performance certificates from the clients' categories with copy of the contracts along with satisfactory contract completion certificates as proof of experience.</p> <p>b) The bidder must have experience in getting at least two STQC certification for web site quality & Performance: Original copy (ink signed/digitally signed) performance certificates from the clients' categories with copy of the contracts along with satisfactory contract completion certificates as proof of experience.</p>		
6	Undertaking: Self-certificate that the bidder has not been blacklisted by any Central/State Government Institutions/ PSU and autonomous bodies in the previous 08		

	(Eight) years.		
7	Location: Details of organizational profile, contact address, contact details, manpower details along with copy of registration certificate of the firm (incorporation certificate or registration certificate)/MSME/Start-Ups shall be submitted. A copy of annual remittance statement to EPFO & ESIC		
8	Certificates: Copies of ISO 9001 & 27001 certifications		
9	Certificates: Copies of CMMI Dev ML5 Certificates		
10	Technical Capability: one page write-up about their maintenance plan, protocol, elaborating their understanding on the functionality of the DGMS website as per the terms and conditions mentioned in the bid by DGMS.		
11	Copies of GST registration, PAN/TIN details of bidder		
12	Team should be proficient in html, MVC, C#, Asp.net, PDF, FLASH, serve lets, XML, JQuery, HTML, JavaScript, MS SQL, Entity Framework, MSSQL, Trigger, Store procedure, function, JQuery, SSL Report , VPN ,Web Api, Web services, bootstrap, LINQ, Cloud Server , IIS , Windows 2016, Windows 2016, Windows Server, Cloud Computing, Android/ IOS based mobile responsive modules/Application development and other content management.		
13	Registration: Registered with NICSI under the category "Design, Development, Implementation and maintenance of Application Software and Websites"		
14	Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings should not be bankrupt, Bidder has to upload Notarized undertaking in Non-Judicial Stamp Paper to this effect with bid.		
15	Proof of financial standing <i>through latest I.T.C.C., Annual report (balance sheet and Profit & Loss Account) of last 3 years</i> as proof of average annual turnover of Minimum 100% of estimated value in last three completed financial years.		
16	Bid Security Declaration for exempted category		
17	Integrity pact Duly signed by authorized signatory(that a Rs 150/- Bond paper shall be executed and submitted for technical evaluation)		
18	The bidders who are registered / approved by Government organization like NICSI, NIC-under the category for "Design, Development, Implementation and maintenance of Application Software and Websites" only be considered. (Please upload the scan copies)		

19	STQC, Security audit and SSL certificate obtaining and maintaining experience reflecting evidences of atleast two numbers)		
20	QCBS 65:35 to be incorporated in place of LCS.		
21	Bidders to be ensure to provide cost for the three years. Estimated amount shown in the Bid is only for one year and for Three years Aprox. Rs. 1.20Cr. Bidders to be submit quote for three years and break up on each year wise.		

The tender documents can be downloaded from the website of <https://gem.gov.in>. The Bidders are required to study complete Bid/tender document carefully before submitting the same. The interested Bidders shall submit their tenders only online through the GeM portal at <https://gem.gov.in>. **All tender documents signed by authorised signatory of the bidder and documents in support of eligibility criteria etc. may be scanned and uploaded online.** Tender sent by any other mode will not be accepted and bids without any supportive documents will be disqualified. Bidders are requested to send the index page about the submitted supportive documents. Bidders may submit a single PDF file containing all the supportive documents along with index page with page no details.

The bidder should consider the following points while quoting the price.

The official website of DGMS (<https://www.dgms.gov.in>) is already operational in English and Hindi Language and also made multilingual is being hosted by DGMS. The bidder should consider the following points while quoting the price.

Important Parameters of the Website:

S.No.	Parameter	Remarks
1.	Technology used for developing website Application	MVC, HTML, JavaScript, AJAX, Dot Net, C#, JQuery
2.	Development Platform	Dot Net Framework (MVC)
3.	Database	MS SQL 2016
4.	Number of databases and their sizes	1, Approx. 3GB
5.	Operating System & Server	Window Cloud Server 16, IIS
6.	Number of static and dynamic web pages	Approx. 100 dynamic pages
7.	Size of Website	2.5 GB Approx.
8.	Estimated no. of updates per month	25-50 per month
9.	Upload and download data size month	Approx. 40 to 50 GB per month at peak time

Important Parameters of the software application Module (Web Portal):

S.No.	Parameter	Remarks
1.	Technology used for developing software module (web portal)	MVC, HTML, JavaScript, AJAX, Dot Net, C#, JQuery
2.	Development Platform	Dot Net Framework (MVC)
3.	Database	MS SQL 2016
4.	Number of databases and their sizes	1, Approx. 6GB
5.	Operating System & Server	Window Cloud Server 16, IIS
6.	Number of static and dynamic web pages	Approx. 100 dynamic pages
7.	Size of Website	6 GB Approx.
8.	Estimated no. of updates per month	25-50 per month
9.	Upload and download data size month	Approx. 100 GB per month at peak time

Scope of Work

- (i) The service provider support team shall assist the onsite resources technically for the entire duration of the contract.
- (ii) One Project Manager with below mentioned skill set having more than five years' experience in either state or central Govt. Project and
- (iii) One Onsite developer having at least three years experience in MVC with C#, ASP Dot Net, Entity Framework, MSSQL, Trigger, Store procedure, function, JQuery, SSL Report , VPN , Web Api, Web services, bootstrap, LINQ , .NET etc. shall be the onsite resource personnel stationed at DGMS , HQ, Dhanbad.
- (iv) A new designing and additional work for any required page and data archival system is required. The new work pages , application work maximum up to 10% of the present pages.
- (v) Development of Single Sign On for Intranet for internal officers of DGMS
- (vi) The service provider is required to make correction in the existing website & software module (Web Portal) and complete change in the coding / technology will not be allowed unless with the written consent of the DG, DGMS.
- (vii) Any small out of scope work request on modifications (e.g., less than 48 working hours of effort) shall be absorbed within the contract and such requirement shall be considered maximum once in every three months and it shall be carried over to the next quarterly period, if it is not utilized in any quarter period.
- (viii) Minor coding works for contravention tracking system in the statistical module for automatic generation of RFD.
- (ix) Import of data from old dbase to newer database
- (x) Backing up of DGMS Website & software module (Web Portal) contents in locally connected medium and also in the external medium.
- (xi) DGMS website Updating of Operating system and IIS Server & Database Cloud Server version as per latest technology and requirement.

- (xii) DGMS website fulfills the website quality certification scheme -Quality Level I to meet the requirements of the guidelines for Indian Government websites , 2018 and compliance certification was issued vide approval number STQC/WQCS/GIGW/2023/Q1/63 dated 13.07.2023 and the certificate is valid upto 12.07.2026. However, it is required to conduct and coordinate security audit/STQC certification as and when needed as per GoI guidelines. The service provider shall be responsible to get the website audited by any CERT-in empaneled security auditors. The security audit is to be done in every year of the contract period by CERT-IN empaneled auditors. That is, the security audit is under the scope of work and the contractor is responsible for getting the audit certification as per GoI norms.
- (xiii) Web site shall be maintained in compliance with GIGW3 manual and STQC recommendations as per latest audit standards. STQC certification shall be obtained and maintained by the bidder as per GIGW3 and its amendments thereof.
- (xiv) SSL certification shall be made valid at all time through out the contract period.
- (xv) Websites & software module (Web Portal) should be regularly checked for Security vulnerabilities and should be updated regularly.
- (xvi) Resolving all types of vulnerabilities (related to Security of the website) reported by various Government agencies including Cyber Security Division of NIC and Cert-in Auditors.
- (xvii) Database management, Cloud Server maintenance, Cloud data management and Communication with NIC coordinator, Delhi shall be done.
- (xviii) The service provider shall fix the Penetration and Vulnerability test which includes updating bootstrap, jQuery, and framework as per the current requirement and also all the vulnerability raised by Government agencies related to Security Clearance will be resolved during the contract as per the latest Govt standards
- (xix) Websites' & software module (Web Portal) /Server's backups/logs should be monitored weekly.
- (xx) Periodic check of system logs with closure of issues raised.
- (xxi) Protection against defacement and hacking of the web application and implement security features to protect the site from session hijacking, SQL injection, Cross scripting, Denial of Service etc. In case of virus or hacking attack, the co-tracker shall have to re-create/restore the website within 4 hours when the hardware is ready.
- (xxii) Maintenance and regular updation of the all associated activities Linked with the work related to the existing website. Static/Dynamic information updation (as and when required).
- (xxiii) Maintenance & Checking for dead links of static pages.
- (xxiv) Archival & updation of data & sitemap of information.
- (xxv) Re-design of Home Page (as and when required) and all inputs shall be provided by DGMS.
- (xxvi) Content research and management (Uploading of the English & Hindi Contents on website).

- (xxvii) Bug Fixing in Software Module (Web Portal) & Website. Accepting bugs and minor changes and providing the solution.
- (xxviii) Link updates, uploads, replace and addition of content and links and other related work.
- (xxix) The service provider shall be required to undertake full responsibility of the safe custody, security of data supplied by DGMS. Non-Disclosure Agreement to that effect shall be submitted.
- (xxx) Regular web promotion shall be a part of this activity and shall include activities such as search engine registration and linking to related web sites and home page improvements etc. This shall also include the work of refurbishment of site at appropriate interval not less than one time per quarter during the maintenance period.
- (xxxi) Internal Cyber Security audit from time to time as per the requirement of the Department.
- (xxxii) Data retrieval in desired format of the authorized user
- (xxxiii) Maintain the performance of the website even under heavy traffic
- (xxxiv) Updation would include regular upgradation of dashboard, news, data, reports, tender announcements, recruitment and other relevant information etc., on daily, weekly, fortnightly or monthly basis as may be required. Maintenance and updation of the following features, functionalities and links most are already available in the website:
 - a) Image Gallery
 - b) Latest News
 - c) Important Announcements
 - d) Important Links
 - e) Any other recruitment process as may be prescribed by DGMS
 - f) About Us
 - g) Safety alerts
 - h) Staff details
 - i) Downloads
 - j) Events date wise
 - k) Notices, Tenders, documents in respective sections.
 - l) Contact Address
 - m) Site map
 - n) Right To Information (RTI) and other existing links.
 - o) Monthly Web analysis reports & progress
 - p) Popular pages of website
 - q) Hit rate and source domains
 - r) Reports for periodical (weekly) internal and external meetings
 - s) website Dashboard.
 - t) Any other report required by DGMS.
 - u) Uploading Content as per requirement (Content will be provided by DGMS)
 - v) Content Modification on the existing website (Content will be provided by DGMS)
 - w) Content modification/links on the existing website
 - x) Support for cross browser compatibility of website
 - y) Support for any functional problem of any Software module & of website
 - z) Web site policy.

Maintenance

1. The agency is expected to maintain the complete website and the modules thereof both technical and application for the overall three year (24X7X365x3) subject to satisfactory performance of the agency which will be evaluated every half year. The application management will include any content update, upload or any other minor change in website. The agency shall have to provide security from virus attacks and hacking of the Website.
2. In case of virus or hacking attack, the agency shall have to re-create/restore the websites immediately.

Service Requirement:

Website & Software Module (Web Portal) Onsite Monitoring: Website & Software Module (Web Portal) to be monitored in office working days in a year.

- One of the resource should be a project manager having more than 5 years' of experience handling government projects of similar work
- Another resource should be a .NET developer having more than 3 years of application development experience.
- Conduction of security Audit.
- Providing offsite support for error management, bug fixing and other complex support.
- The following activities would be primarily performed:-
 - Understanding the existing system, procedures
 - Addressing Performance & Server related issues
 - Conduction of Security Audit during the AMC Period
 - Addressing Compatibility issues (to devices, mobile phones, browsers, OS, etc.)
 - Making enhancements in the Application & Website
 - Performing unit and other basic testing before handing over changes/enhanced functionality to the users
 - Rectification of bugs and other technical glitches
 - Performing UI level changes/coding
 - Executing stored procedures
 - Creating Reports
 - Making of necessary requirement (if any) for the organization.
 - Providing training to the staff for their role.
 - Identifying & Resolving the Organizational Issues.
 - Resolving the raised issues related to office. The service provider shall provide necessary support and guidance, if desired.
 - Arranging two separate remote back-ups shall be ensured for DGMS application and database server at NIC, Pune
 - Developing modules for generating various alerts to the users through website, email and messages.
 - Activating Multi-factor authentication (OTP shall be sent to mail-id and mobile number) at the time of login to each modules of DGMS.
 - At the time of login, MAC ID, IP address, date, time and location shall be captured and the user shall able to see the login history with a button of login history available under the profile icon

- Separate tool for statistical department shall be developed to fetch and copy the data as per the format requested by the said department from main database to carry out further statistical analysis.
- Provision to import the old statistical data from dbase to database on main server shall be incorporated.
- Development and redesign of various modules on case to case basis as per the requirement of the DGMS from time to time.
- Development of Android/IOS application for the DGMS modules as the the latest security standard requirement of Govt of India.
- NLP and AI tools shall be used for advanced data analysis, as the requirement of DGMS.
- Training to the DGMS Officials to use the various designed modules, NLP and AI tools incorporated in the application and website from time to time.
- Redesign and development of the Dashboard/ Home page of the DGMS from time to time as per the requirement of the DGMS.
- Graphical representation of the data available in the database on webpage based on key search parameters like 5 years cause-wise accidents, last 3 years no. of inspections, etc., through mine data retrieval system. The same shall be added to the Dashboard Sub menu.
- Tutorials on use of different applications of DGMS website shall be uploaded on DGMS website in video as well as pdf format.
- Upgradation of the database by linking various database in modules as the requirement of DGMS to fetch and present in some graphical/ statistical/ representations.
- Encryption and archival of the database shall be as per the latest standards.
- Provision to upload signed CAD files of mine plans on approval/permission system
- Digital signature/ e-sign of authorized officer for permission and approval shall be implemented with added provisions in various modules.
- New / additional work: As per requirement any page and data archival system.
- The website shall be able to record the downtime by itself for records and reference.
- The source code and flow charts of web site & its applications and web site quality manual shall be made available every time and handed over to successive service provider as well as the DGMS at the end of the contract

Website Uptime: 100% uptime availability of the DGMS Website & Software Module (Web Portal), when network shall be ensured and without any hardware problem.

Troubleshooting: The successful bidder will provide its immediate support and assistance in the event of any disruption in the Services being provided by bidder. The manner and time frame for troubleshooting and the timelines for the resolution of the problems will be as follows:

Troubleshooting & resolution times priority	Priority Definition	Mean Time to Assist (MTTA)	Mean Time to Repair (MTTR)	Updates
High	Out of Service –Network down, power or Infrastructure down at bidder data centre Premises.	60 Minutes	6 Hours	120 Minutes
Medium	Partial/intermittent Service interruptions e.g. System, N/W performance degraded but still functioning. (For Services being provided by bidder and inside its premises)	60 Minutes	16 Hours	2 Hour Interval
Low	All change requests, access request etc.	3 Hours	48 Hours	8 Hours

Obligations of the DGMS

1. Providing concerned Staff during the need, on immediate basis, at the DGMS, HQ Office, Dhanbad.
2. Arrangement of working place.
3. Providing Computers in working place.
4. A Nodal Officer from DGMS (HO), Dhanbad, shall oversee the maintenance & implementation of DGMS website and Application modules of Approval, Permission, NSA (Mines) & Accidents and Statistics work and look over all the matters/activities relating to the assignment and shall also make arrangements as appropriate to enable interaction between the service provider & the users.
5. Any additional work, if required by the users, may be decided on mutually agreed terms.
6. Input Data to Be Provided by DGMS: The DGMS will arrange to provide the Necessary documents, information, records, etc., as required for documentation' for the subject assignment.

INTEGRITY PACT

To,

Dy. Director (Stores & Purchase)
DGMS, HQ, Dhanbad
826001

Sub: Submission of Tender/Bid documents for
Against the Bid no..... dated

Dear Sir,

I/We acknowledge that DGMS is committed to following the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the bid is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE OF this condition of the Bid.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by DGMS. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of our failure to sign and accept the Integrity Agreement at the time of submitting the tender/bid, DGMS shall have the unequivocal right to disqualify the tenderer/bidder and reject the tender/bid in accordance with the terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)
To be signed by the bidder and same signatory competent

INTEGRITY AGREEMENT

This Integrity Agreement is made at..... on thisday of 20.....

BETWEEN

President of India represented through the Directorate General of Mines Safety,

.....

(Name of Division)

.....,
(Hereinafter referred as the (Address of
Division)

'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
.....

(Name and Address of the Individual/firm/Company)

through
(Hereinafter referred to as the (Details of duly
authorized signatory)

"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Bid on the GeM portal (Bid No. dated.....)
..... (hereinafter

referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for

.....

..... (Name of Contract)

hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources, and fairness/transparency in its relation with its Bidder(s) and Contractor(s).

In order to achieve these goals, the principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

- (1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of a biased nature.

- (2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offense under the Indian Penal Code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

1. It is required that each Bidder/Contractor (including their respective officers, employees, and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the Contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/ Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

- (f) The Bidder(s)/Contractor (s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision on the matter.
3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
 5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may

in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3. **Criminal Liability:** If the Principal/Owner obtains knowledge of the conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with the Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

1. If the Bidder makes an incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
2. If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
2. The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
3. The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/ Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of the defect liability period, whichever is more, and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, DGMS.

Article 7- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Principal/Owner, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partners holding power of attorney signed by all partners and consortium members. In the case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. It is agreed to terms and conditions that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard to any of the provisions covered under this Integrity Pact.

Article 9 – Compliance of Integrity Pact

To oversee compliance under the Integrity Pact, Shri. Prabhas Singh, ITS (Retd), and Shri Kuldip Kumar Peshin, CE & MES (Retd.), have been appointed as an Independent External Monitor (IEM) by the Ministry of Labour and Employment (MoLE) and its attached subordinate offices. The contact details of IEMs are as under:

Shri Kuldip Kumar Peshin, CE & ME (Retd), W28046, Wellington Estate, DLF-5, Gurgaon (Haryana)- 122009, Mob: 9910922190, email: kkpeshin@yahoo.com	Shri Prabhash Singh, ITS(Retd), E 7 M702, Housing Board colony, Arera Colony, Bhopal - 462016 (M.P), Mob: 9423001514, 9691013302, srgmhrbpl@gmail.com
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IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of the following witnesses :

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place _____

Date _____

Witness 1 :
(Name & Address)

Witness 1 :
(Name & Address)

Witness 2 :
(Name & Address)

Witness 2 :
(Name & Address)
