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ऐवान-ए-गालिब मार्ग
कोटला रोड, नई दिल्ली - 110 002
Aiwan-E-Galib Marg,
Kotla Road, New Delhi - 110 002

भारतीय दन्त परिषद

DENTAL COUNCIL OF INDIA

(CONSTITUTED UNDER THE DENTISTS ACT, 1948)

No.E.13015/1/2016-Admin/ 13970

Dated the 17 February 2017

Sub: **Inviting Request for Proposal for Software Development for Online Registration**

The Dental Council of India is a Statutory Body constituted by an act of Parliament, the Dentists Act, 1948 (XVI of 1948) to regulate the profession of dentistry and to maintain the uniform standard of dental education in the country. The Dental Council of India has been entrusted with the responsibility U/s 18(1) of the Dentist Act to maintain Indian Dentist Register and to carryout amendment therein from time to time, from the database compiled and supplied U/s 18(2) by the respective State Councils/Tribunals. In furtherance thereto, the DCI in order to maintain the IDR effectively and to make it more and more publicise has decided to develop a uniform format of software for online registration including renewal / re-validation of Dentists and addition of qualification and transfer of registration by respective State Dental Councils/Tribunals and automatic syncing with the server of DCI so as to discharge its statutory function to maintain the IDR.

Accordingly, the Dental Council of India hereby invites Expression of Interest (EOI) from IT Companies / Firms / Service Providers / Regd. Organisations for development, implementation, training, maintenance and user support of software in Dental Council of India at Aiwan-E-Galib Marg, Kotla Road, New Delhi.

The bidder is advised to study this document carefully before submitting their proposal. Submission of response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

Proposed Software Application for Online Registration of Dentists through a uniform platform for all State Dental Councils and Tribunals are supposed to be accepted under following Terms & Conditions:-

1. **Satisfaction of All Stakeholders**

Proposed Software Application should possess high degree of satisfaction of all Registration Authorities and fulfill basis needs which are listed here-

- 1.1 New Registration of Dentists
- 1.2 Re-validation of already Registered Dentists
- 1.3 Renewal of Registration
- 1.4 Addition of Qualification
- 1.5 Transfer of Registration
- 1.6 Online and Offline Payment Facility
- 1.7 Immediate Seamless Synchronisation of data from all State Dental Councils at DCI server (NIC) with no human intervention
- 1.8 SMS Gateway for Communication
- 1.9 Generation of customised reports
- 1.10 Automated allotment of CDE points
- 1.11 Linking of Aadhar Unique ID of registered dentist with the database
- 1.12 Any other requirement from States Dental Councils and Dental Council of India

2. **Intellectual property rights and licensing**

Software is protected primarily by the law of copyright, with particular elements of a software system sometimes benefiting from the protection of other intellectual property rights. Because using software always involves copying software, the developer must grant a license to the customer, or must assign the required intellectual property rights to the customer.

- 2.1 After successful delivery of the Application, License of the use will be provided to DCI as well as State Dental Councils and Tribunals

- 2.2 All future changes in functionality and enhancement as when required will be done by service provider within a fixed time span or SLA defined
- 2.3 Application and Database will be hosted on Servers of Dental Council of India
- 2.4 All data generated and captured by the application will be the intellectual property of DCI and respective State Dental Councils and tribunals which could not be shared with any other person, organization or any other social or government body in any condition in any format.

3. Software installation and integration

Before use, software usually needs to be installed, configured and integrated with other software systems. Sometimes the developer will take the lead in this process, sometimes the client. In either case, it is important to clarify here that-

- 3.1 Application/Software will be installed, configured and integrated by the service provider as per schedule decided by authorities.
- 3.2 It will be the responsibility of Service Provider to face all challenges during implementation.

4. Warranties and indemnities

- 4.1 Warranties and indemnities are used to allocate risk between the parties to the contract. Warranties are promises that a particular state of affairs obtains; indemnities are undertakings to compensate by a defined measure (usually going beyond standard contractual damages) in defined circumstances.
- 4.2 To what extent will the service provider guarantee that the software will not infringe any third party intellectual property?
- 4.3 Service Provider will indemnify the client if the software does infringe a third party's rights.
- 4.4 Service Provider will assure specific warranties as to the performance, stability or security of the software.

5. Support services

After successful implementation of Application, Service Provider is supposed to provide 24x7 technical supports to carry out the activity of registration without any hassle and interrupts.

- 5.1 Support will be provided: by email, telephone, in person.
- 5.2 Support will be provided for technical and functional complications.
- 5.3 There will be a SLA for resolution of queries sent by end users.
- 5.4 In no circumstances, support services will be chargeable.

6. Maintenance services, updates and upgrades

Standard software programs tend to change quickly. Indeed, if they are to continue in use, software programs have to change to keep pace with changes in other software programs upon which they depends or with which they integrate. Custom software produced under a software development agreement may also need to be updated and upgraded.

- 6.1 There may be required updates and upgrades necessary to deal with technological changes.
- 6.2 Additional functionality has to be implemented as requested by the client or end users.
- 6.3 AMC for next five years is also to be provided by the vendor.

7. Other ancillary services

Typically, a software development contract may provide for training and consultancy services, in addition to the core services.

- 7.1 Service provider shall provide sufficient training to the user of application free of cost.
- 7.2 Place and schedule of training will be decided as per comfort of users of application.

8. Source code escrow

Software systems are critical to many businesses, and they may not be easily or cheaply substitutable; in practical terms, they may not be substitutable at all. This can leave clients at the mercy of their software vendors.

Service Provider will provide all documentation of that application.

For every change in functionality or technical aspect, respective document should be updated and provide to DCI.

9. Time Duration

The proposed solution should be developed and delivered within the time frame of 24 weeks

10. Termination and its consequences

It pays to take great care when drafting clauses governing termination and the consequences of termination. Agreement of service could be fail or terminate if-

- 10.1 Loss or damage of Data
- 10.2 Data theft or copy by any
- 10.3 Unauthorized sharing of data
- 10.4 Long time (SLA) failure of Application

11. Technical & Commercial bids

- 11.1 The bidder has to submit two separate sealed envelopes, one containing the technical bid marked as "technical bid – tender for providing software for online registration" and another containing commercial/financial bid marked as commercial bid – tender for providing for online registration.
- 11.2 There should be no mention of prices in any part of the bid other than the commercial bids

12. Earnest Money Deposit (EMD)

Bidders are required to submit Rs.50,000/- deposits in the form of Demand Draft in favour of "Secretary, Dental Council of India" payable at Delhi which shall be refundable.

13. Evaluation of Bids

- 13.1 Tender Evaluation Committee (TEC) will carry out a detailed evaluation of the Technical bid received in order to determine the same are substantially responsive to the requirements set forth in the Request for Proposal.
- 13.2 The TEC shall first evaluate the Technical Proposal. The TEC while evaluating the Technical Proposals shall have no access to the Commercial proposals until the Technical evaluation is concluded and the competent authority accepts the recommendation. The bidders whose technical offers are found to be in accordance with the specifications mentioned in the tender document may be called for technical presentation.

14. Bid Prices

- 14.1 The price i.e. offer must be made by the intending bidder covering all important points mentioned in the bid format enclosed in the bid document. The financial offer may be submitted keeping in view the terms and conditions of the bid document and site conditions.
- 14.2 The bidder shall include payment of all dues such as taxes other statutory dues, not specifically mentioned in the specification but essential for successful completion of work. The bidder shall not be eligible for any extra charges in respect of such payments. Though, not mentioned in the bid document, extra charges if any, shall be paid by the bidder only.

- 14.3 All liabilities, whatsoever, on account of copyrights or any other reason, if any, shall be borne by the bidder.
- 14.4 Any royalties or patents or the charges for the use of content shall not be paid by the DCI. The bidder only shall pay for such claims without putting any financial burden on DCI.

15. Performance Bank Guarantee

A security deposit as irrevocable performance bank guarantee of 5% (five percent) of the tendered amount shall be submitted by the successful bidder to DCI within 10 days of award of contract in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, this guarantee shall be in favour of "**Secretary, Dental Council of India**". The performance bank guarantee shall be initially valid up to the stipulated date of completion of the contract and shall be refunded after completion of AMC period and recording completion certificate of the work, within stipulated period, to the satisfaction of DCI, failing which the same shall be forfeited.

16. Payment Terms

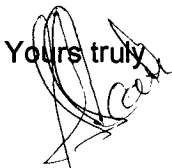
- The payments shall be released in various phases as detailed below
- 16.1 25% of the contract price after 15 days of award of contract.
- 16.2 25% of contract price at the time of testing of software.
- 16.3 25% of contract amount after having made successfully functional of software and recording completion certificate to the satisfaction of DCI.
- 16.4 Remaining 25% in five equal annual instalments starting with the end of first year of AMC till the end of 5 years of AMC

17. Governing Laws & Jurisdiction of Contract

The Contract shall be governed by the Indian Laws and Rules as amended from time to time. The Courts at DELHI alone shall have the exclusive jurisdiction to decide any dispute arising out of the present Expression of Interest.

The tenders must be addressed to the Secretary, Dental Council of India, 1st Floor, Combined Councils Building, Aiwan-E-Galib Marg, Kotla Road, New Delhi – 110002 and reach this office on or before 10.03.2017 at 5.30 P.M.

The tender received after the stipulated time and date will not be considered.

Yours truly


(Dr. Sabyasachi Saha)
Secretary
Dental Council of India

To

DCI Website