

TENDER

Tender No: 44-ISW/2019 –Development of web-based application for Management of Pay & other entitlement work in IA&AD

**Online Limited Tender enquiry for
Identification of Service Provider for Design, Development, Maintenance and support of web-based application for Management of Pay & Other Employees Entitlement work in Indian Audit & Accounts Department.**

OCTOBER 2019

DISCLAIMER

The information contained in this Request for advertised tender enquiry document or subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of any of their representatives, employees or advisors (collectively referred to as —CAG Representatives), is provided to Bidder(s) on the terms and conditions set out in this advertised tender enquiry document and any other terms and conditions subject to which such information is provided.

This online advertised tender enquiry document is not an agreement and is not an offer or invitation by the CAG Representative(s) to any party other than the entities, who are qualified to submit their Proposal (Bidders). The purpose of this advertised tender enquiry document is to provide the Bidder with information to assist the formulation of their Proposal. This advertised tender enquiry document does not purport to contain all the information each Bidder may require. This advertised tender enquiry document may not be appropriate for all persons, and it is not possible for the CAG Representatives, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this advertised tender enquiry document. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this advertised tender enquiry document and wherever necessary, obtain independent advice from appropriate sources.

The CAG Representatives, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the advertised tender document.

The CAG Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this advertised tender enquiry document.

SECTION – I

Request for Proposal (RFP)

1. Office of the Comptroller & Auditor General of India (CAG) seeks proposals from **tier II agencies empaneled with NICS/NIC** to participate in online tender for selection of Service Provider for “**Design, Development, Maintenance and support of web-based application for Management of Pay & other Employees Entitlement work in Indian Audit & Accounts Department.** The complete scope of the project is detailed below in Section II & III of the document.
2. A firm will be selected under Quality cum Cost Based System (QCBS) Method and procedures described in this RFP
3. The tender document may be downloaded from Central Public Procurement Portal (CPPP)<https://eprocure.gov.in/eprocure/app> The tender document will also be available in <http://www.cag.gov.in> for information.
4. Bids shall be submitted online **only** at CPP portal: <https://eprocure.gov.in/eprocure/app>. Manual bids will not be accepted.
5. Bidders are advised to visit the CPP portal regularly to keep themselves updated as any addendum/ corrigendum in the tender will be intimated through the above portal and website only.
6. The Bidder shall not tamper/modify the tender form including downloaded price bid template in any manner.
7. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
8. Tenderers are advised to follow the instructions provided in the ‘Instructions to the Contractors/Tenderer at <https://eprocure.gov.in/eprocure/app>’.
9. This RFP is extended only to agencies of **CMMi Level 3 or higher** and having Local office in Delhi/NCR
10. The following table provides a quick overview of the key activities and important dates about this RFP.

S.No	Particular	Details
1	RFP Reference	Tender No: 44-ISW/2019
2	RFP issuing Authority	Comptroller and Auditor General of India, New Delhi
3	Name of the Project	Development and Maintenance of web-based application for Management of Pay & other Employees Entitlement work.
4	Cost of Tender Document	Nil
5	Earnest Money Deposit	Rs.1,00,000/- (Rupees one lakh only)
6	Date of issue of RFP	05.10.2019 5.00 PM
7	Bid Document download date	05.10.2019 5.00 PM
8	Last date and time for submission of suggestions/ recommendations and	12.10.2019 5.00 PM

	seeking clarifications on the RFP by email correspondence only	
9	Last date & time for issue of clarifications	22.10.2019 4.00 PM
10	Start date of submission of bids	22.10.2019 4.00 PM
11	End date and time for submission of proposals	29.10.2019 3.00 PM
12	Date of opening of Pre-qualification and Technical Bid	30.10.2019 4.00 PM
13	Date of Presentation by bidders at O/o the Comptroller and Auditor General of India	Will be communicated later.
14	Declaration of Technical Evaluation	Will be communicated later.
15	Opening of Commercial Bids	Will be communicated later.
16	Address of communication/Submission of Proposals	Dy. Director (Information Systems) CAG of India 9, Deen Dayal Upadhyaya Marg New Delhi- 110124
17	E-mail Id	saolis@cag.gov.in
18	Contact Person	Administrative Officer (IS), O/o the CAG of India, New Delhi

Suresh Kumar Thulasi Ram
Administrative Officer (IS)
CAG office, New Delhi

SECTION - II

INSTRUCTION TO BIDDERS

1. Bidder Related Conditions

- a) The bidder should confirm unconditional acceptance of full responsibility of executing the ‘**Scope of Work**’ of this RFP. This confirmation should be submitted as part of the Technical Bid. The bidder shall also be the sole point of contact for all purposes of the Contract.
- b) The bidder shall be responsible for the execution of the scope of work.
- c) The bidder should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this contract.
- d) The bidder should not have been black-listed by any Central / State / Union Territory Government, autonomous bodies working there under or Public Sector Undertakings. If at any stage of the bidding process or during the currency of the Contract, any suppression / falsification of such information is brought to the knowledge of the CAG, the CAG shall have the right to reject the bid or terminate the contract, as the case may be, without any compensation to the bidder.
- e) The Proposal shall be based on the number of Professional staff-months estimated by the Bidders. While making the proposal, the Bidder must ensure that it possesses the minimum number and type of experts as sought by the CAG, failing which the proposal shall be considered as non-responsive. Only one curriculum vitae (CV) may be submitted for each position of Professional staff sought by the CAG for the purpose of Technical evaluation.

2. Bid Rejection Criteria

Even though the Bidders may meet the above qualifying criteria, they may be disqualified if they have:

- a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
- c. Any change made in the structure or formation of the Bidder after submission of the bid which will have material effect of altering the documents submitted.
- d. Not submitted all requisite supporting documents.

3. Dispute Resolution

- a. If during the subsistence of this Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) days' notice to refer the dispute to arbitration to the other Party in writing.
- b. In case of such failure as is referred to above, the dispute shall be referred to an authority chosen by the two parties by mutual agreement for the purpose of the above clause who shall act as the sole Arbitrator for settlement of such dispute.
- c. The Arbitration and Conciliation Act, 1996, shall govern the Arbitration proceedings.
- d. The Arbitration proceedings shall be held in Delhi, India.
- e. The substantive laws of India shall govern the Arbitration proceeding.
- f. The proceedings of Arbitration shall be in English language.
- g. Continuance of the Contract: Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract.
- h. Bidders' companies who have or had business relations with Employer are advised not to employ serving Employers' employees without prior permission.

4. Bidder Evaluation Criteria

4.1 Pre-Qualification Criteria

Pre-Qualification Criteria

- a. Pre-Qualification Criteria: The interested Bidders should meet the below pre-qualification criterion:

#	Pre-Qualification Criteria	Supporting Documents to be submitted
1	Legal Entity: a) Bidder must be registered with the GST authorities b) Should have a PAN card	(i) Copy of GST Registration Certificate. (ii) Copy of PAN card
2	Manpower Deployment: The Bidder should have employed at least 200 IT Professionals as on bid calling date. For this purpose, the term 'IT professional' means a person with a graduate degree or a higher qualification in Electronics/ Computer/IT from a recognized university employed by the company.	Bidder should submit a self – certificate by the authorized signatory.
3	Bidders should have minimum 25 Cr Turnover from Software /Website / Portal development in each of last three financial year 2018-19, 2017-18, 2016-17 (Turnover from supply of Manpower Services, Hardware /IT infrastructure and their associated maintenance services shall not be considered).	Turnover Certificate from CA
4	Bidders should have experience of successful Completion of Design, Development & Maintenance of Web Based Application for any Govt. Dept. (Govt. of India) / State / Central Government of work order value more than 25 Lacs and above. Minimum of two completed projects within last 5 Years is eligible for prequalification. (Excluding any Hardware, manpower and project maintenance Cost)	Bidder should submit the following: a) Bidder should submit the PO / Work orders. b) Work completion certificates duly signed by the authorized signatory from the Client end.
5	EMD	Proof of EMD For exemption of EMD - exemption certificate(s)
6	Bidders should be empanelled with NICSI Tier 2 Web Development Empanelment	NICSI Empanelment Copy.
7	Bidder should be CMMi Level 3 & Above, ISO 9001:2013 and above, ISO 2700:2013 and above	Proof of valid Certificate
8	Proof of authorization for signing on behalf of the Bidder.	Copy of the authorization letter/power of Attorney

9	<p>Blacklisting: The Bidder should not be blacklisted by any Central/state Government, Ministry or Agency for breach of Contractual Conditions as on bid calling date. The Bidder should also not be entangled in any legal disputes with any Govt. / PSU body.</p>	<p>Bidder should submit a self-declaration that it is not black listed and is not in any legal dispute as on the bid calling date. Self-Declaration Certificate to be enclosed in the bid duly signed by the authorized signatory on its company letter head.</p>
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All service bureaus / agencies must provide a detailed profile of their firm. The company should be registered in India and copy of Certificate of Incorporation / Registration Certificate, PAN Card and GST Registration Certificate duly signed by authorized signatory must be uploaded digitally

Note: Any Bidder who offers discounts/ benefits suomoto after opening of commercial bid(s) will be automatically disqualified from the current bidding process without any prior notification.

- b. Bidder should have a local office (i.e. in Delhi/NCR) as on the date of bidding. An undertaking in this regard should be submitted by the Bidder.
- c. Bidder have to ensure that the IT professional in-charge of development / maintenance of application will be off-site available on call during 9 AM to 6 PM during warranty period.
- d. Bids can be submitted by the Bidder (through Concerned Firm not by partners etc.,) only and all the prequalification and technical criteria to be met by the Bidder with sufficient proof. The bidder shall attach the copy of the authorization letter/power of Attorney as proof of authorization for signing on behalf of the Bidder.
- e. Representations received from the Bidders within 3 days from the date of opening of technical bids on the issues related to Pre-qualification/Technical bids evaluation and within a day from the date of opening of commercial bids on the issues related to the commercial bid evaluation will only be accepted. Representations received beyond this period will not be considered and strictly rejected.
- f. The Bidder should submit all the required documents with clear visibility, avoid missing documents and avoid bidding mistakes. In such cases, CAG reserves its right in seeking clarification from the Bidder and may disqualify the Bidder for the bidding mistakes, missing documents and for the documents that are not clear.
- g. The Bidder shall have sufficient technical expertise, relevant experience to quote for the project.
- h. Earnest Money Deposit shall be submitted by the Bidder on or before the stipulated date.
- i. Once the contract is awarded to the Bidder, the composition of the Bidder organization including the ownership and individual stakes in it cannot be changed till completion/extended period including maintenance period.

- j. An applicant shall not have conflict of interest that may affect the bidding process or the Bidder. Any applicant found to have a conflict of interest shall be disqualified.

4.2 Technical Evaluation Criteria

The Technical proposal evaluation process would focus on the ability of bidder to satisfy technical requirements of the project, quality assurance procedures and ability to meet the project timelines. Technical proposals will be evaluated based on the following criteria:

TECHNICAL BID EVALUATION

S. No.	Evaluation Criteria	Max. Marks	Proof of Document															
1	<p>Past Experience-1 The Bidder should have experience in Development of Web Enabled Application/Portal/Website of value between 20 to 25 lakhs for any Govt. Dept. (Govt. of India) / State / Central Government in last 5 Yrs, completed a minimum of 5 projects.</p> <table border="1"> <thead> <tr> <th>Sl.No.</th> <th>Range of Experience</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>More than 15 Projects</td> <td>20</td> </tr> <tr> <td>2</td> <td>11-15 Projects</td> <td>15</td> </tr> <tr> <td>3</td> <td>8-10 Projects</td> <td>10</td> </tr> <tr> <td>4</td> <td>5-7 Projects</td> <td>5</td> </tr> </tbody> </table>	Sl.No.	Range of Experience	Marks	1	More than 15 Projects	20	2	11-15 Projects	15	3	8-10 Projects	10	4	5-7 Projects	5	20	<p>Bidder should submit the following:</p> <p>a) Bidder should submit the PO / Work orders.</p> <p>b) Work completion certificates / projects duly signed by the authorized signatory from the Client end.</p>
Sl.No.	Range of Experience	Marks																
1	More than 15 Projects	20																
2	11-15 Projects	15																
3	8-10 Projects	10																
4	5-7 Projects	5																
2	<p>Past Experience-2 The Bidder should have expertise in Development of Similar Web Enabled Application of value more than 25 Lacs in last 5 Yrs, for any Govt. Dept. (Govt. of India) / State / Central Government.</p> <p>2.5 Marks for each work order subject to maximum of 10 marks.</p> <p>Similar means application of similar scope i.e. payroll and claims related application.</p>	10	<p>Bidder should submit the following:</p> <p>a) Bidder should submit the PO / Work orders.</p> <p>b) Work completion certificates duly signed by the authorized signatory from the Client end.</p>															
3	<p>Past Experience - 3 Bidder should have experience in designed, developed and maintenance of web application for any Govt. Dept. (Govt. of India) / State / Central Government completed within last 5 Years of project value not less than 50 Lacs.</p> <table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Range of Experience</th> <th>Marks</th> </tr> </thead> <tbody> </tbody> </table>	Sl. No.	Range of Experience	Marks	15	<p>Bidder should submit the following:</p> <p>a) Bidder should submit the PO / Work orders.</p> <p>b) Work</p>												
Sl. No.	Range of Experience	Marks																

S. No.	Evaluation Criteria			Max. Marks	Proof of Document
	1	3 or more Projects with Completion	15		completion certificates duly signed by the authorized signatory from the Client end.
	2	3 or more Projects without Completion	5		
4	Average Annual turnover from IT software/Website/Web Portal Development (Turnover from supply of Manpower Services, Hardware /IT infrastructure and their associated maintenance services shall not be considered) for last three Financial Year (2016-17, 2017-18, 2018-19)			15	Certified copy of CA certificate conforming turn over during the financial year.
	Sl.No.	Range of Experience	Marks		
	1	More than 30 Cr.	15		
	2	25-30 Cr.	10		
5	Technical Presentation on Scope Requirement: (i) Understanding of project requirement – 05 Marks (ii) Completeness of the solution proposed (Demonstration of Similar Project)- 20 Marks (iii) Overall Approach and Methodology - 10 Marks (iv) Proposed resources (are to be linked to Form 9A & 9B) – 05 Marks			40	Technical Presentation to be made before Committee
	Total			100	

Only bidders who score more than 60 (sixty) marks in Technical Evaluation process will qualify for Commercial Evaluation process. Manpower work orders will not be considered for evaluation.

4.3 Commercial Evaluation Criteria

COMMERCIAL BID EVALUATION

Component A

Sl. No.	Particulars	Rate (inclusive of all taxes) in lakhs
1	Requirement analysis, Design, Development and testing of application including 1-year warranty (Warranty period of one year starts from the date on which all phases of the contract have been delivered successfully- Year 1) and hosting of application in the NIC server.	
2	GST	

Component B

Sl. No.	Particulars	Rate (inclusive of all taxes) in lakhs
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1	Cost of operation & maintenance (refer Post-warranty) of the portal for Two years (i.e year 2 and year 3) after completion of 1 year warranty support	
2	GST	
	Total	

Total cost Component A+B	
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Important: Selection of vendor and contract is on the basis of Component A+B.

The final commercial quote shall be calculated as per the following:

Final Commercial Quote = Commercial Quote for Component A+ Commercial Quote for Component B

The commercial evaluation would be based on the cost of the services provided by the Bidder in the commercial bid. The evaluation will be done taking the following components in to consideration.

The commercial scores will be calculated as **$F_n = F_{min} / F_b * 100$** , where

F_n = Normalized financial score of the Bidder under consideration

F_b = Evaluated cost for the Bidder under consideration

F_{min} = Minimum evaluated cost for any Bidder

If the bidder proposes to use any proprietary / COTS software, the same shall be disclosed in the financial bid. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be summarily rejected.

The bidder's score in the Commercial Evaluation will be determined by dividing the lowest financial quote arrived on the basis of comparison of the financial quote of each of the bidders. For example, if four agencies A, B, C and D have quoted Rs. 40/-, Rs. 30/-, Rs. 50/- and Rs. 60/- respectively then the bidders' score will be 75, 100, 60 and 50 respectively

(30/40*100, 30/30*100, 30/50*100 and 30/60*100)

4.4 Overall Evaluation

The overall score will be calculated as follows:

$B_n = 0.60 * T_n + 0.40 * F_n$, where

B_n = overall score of Bidder under consideration

T_n = Pre-qualification cum Technical score for the Bidder under consideration

F_n = Normalized financial score of the Bidder under consideration.

The Bidder with the highest marks is the L1 Bidder.

or

The Overall score of each bidder will be determined by assigning a weightage of 60% to the Technical Evaluation Score (Para 4.2, Para 16) and 40% to the Commercial Evaluation

score (Para 4.3, Para 19). The work will be awarded to the bidder with the highest Overall score.

5. Payment Terms

The payment shall be made commensurate with the timeline mentioned in Project Delivery stages mentioned in Para 4.1 of Section III.

- i. Software design, development, implementation as per agreed quoted cost implication.
 - a) 20% on the first phase System Study and Design Approval
 - b) 40% on the second phase Development Completion
 - c) 20% on the third phase successful UAT and Security Audit
 - d) 20% on the fourth phase successful Deployment and Go-Live, handing over of source code and all relevant documents.
- ii. Post Implementation one year warranty support payment as per agreed quoted cost implication.
 - a) Payment shall be made after completion of each quarter.
 - b) Monthly cost will be calculated by dividing the total cost of the warranty support, by Twelve.

6. Substantially responsive Bids

- A substantially responsive bid is one, which conforms to all the requirements, terms, conditions and specifications of the Request for Proposal.
- Any attempt by a Bidder to influence the bid evaluation process may result in the rejection of the Bidder's bid.

7. Preparation of Bids

a. Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Tendering Authority shall be in *English* only.

b. Bid Currency

Prices shall be quoted in Indian Rupees only.

- c. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
- d. Conditional tenders shall not be accepted on any ground and shall be rejected straightway.

8. Cost of Bidding

The Bidder shall bear all the costs associated with the preparation and submission of its bid, and the CAG in no case, will be responsible or liable for these costs, regardless of conduct or outcome of the bidding process.

9. Bidding Document

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

10. Clarification of Bidding Documents

If any clarification is required, the same should be obtained before submission of the bids.

All enquiries / clarifications from the bidders, related to this RFP must be directed in writing exclusively to the contact person notified by in section I above. The preferred mode of delivering written questions to the aforementioned contact person would be through **email**. Telephone calls will not be accepted. In no event will the CAG be responsible for ensuring that bidders' inquiries have been received by the CAG.

Tendering Authority will endeavor to provide a full, complete, accurate, and timely response to all questions. However, Tendering Authority makes no representation or warranty as to the completeness or accuracy of any response, nor does the tendering authority undertake to answer all the queries that have been posed by the Bidders. The responses to the queries from all Bidders will be published on the CPP portal and CAG website on the date mentioned in Section I above. No request for clarification from any Bidder shall be entertained after deadline for submission of bids.

11. Amendment of Bidding Documents

- a. At any time prior to the deadline for submission of bids, the Tendering Authority may, for any reason, whether on its own initiative or in response to the clarification requested by a prospective Bidder, modify, change, incorporate or delete certain conditions in the bidding document.
- b. All amendments will be hosted in the CPP portal as corrigendum and shall be binding on all the Bidders.
- c. In order to allow prospective Bidders reasonable time to take into consideration the amendments while preparing their bids the Tendering Authority, at its discretion, may extend the deadline for the submission of bids.

12. Proposal Format and Submission of Bid Procedure

The Bidders are required to submit soft copies of their bids electronically on the CPP Portal using valid Digital Signature Certificates. The instructions in Section IIB are meant

to assist the Bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.
The proposal should be prepared in the following three parts containing the documents mentioned in the table below:

S.No	Item	Reference Form (refer Section V)
A	Envelope – A EMD & Bidder details	
1.	Demand Draft for Earnest Money Deposit (EMD)	Proof of payment of EMD For exemption of EMD - exemption certificate(s)
2.	Bid Proposal sheet	Form1(BPS.pdf)
3.	Bidder’s Authorization Certificate	Form 2(BAC.pdf)
4.	Work Experience Certificate	Form 3(EQ.pdf)
5.	Self-Declaration certificate as required	Form 4(SDC.pdf)
6.	Certificate of Conformity as required	Form 5(CC.pdf)
7.	Bidder’s financial details	Form 6(FI.pdf)
8	Declaration	Annexure-IV
9.	Proof of Legal entity	PDF documents of: <ul style="list-style-type: none"> ▪ GST registration ▪ PAN card
10.	Proof of CMMi Level 3 or above & Above, ISO 9001:2013 and above, ISO 27001:2013 and above	Copy of certificate
11	Bidders should be empanelled with NICSI Tier 2 Web Development Empanelment	NICSI empanelment certificate copy.
12	Manpower Deployment: The Bidder should have employed at least 200 IT Professionals as on bid calling date.	Bidder should submit a self –certificate by the authorized signatory.
B	Envelope - B Technical Proposal	
1.	Technical Proposal in the required structure	Form 7 (tp.pdf)
2.	Resumes of key professional staff	Form 8
3.	Documents on proposed solution and approach and methodology for implementation	Forms 7, 9, 10, 11 (TP_Sol.pdf)
C	Envelope - C Commercial Proposal	

S.No	Item	Reference Form (refer Section V)
1.	Summary of Costs	Form 12A, 12B(Cost.pdf)
2.	Breakdown of remuneration	Form 13A, 13B(Br.pdf)

a. Bid Proposal Sheet

Bid Proposal sheet (Proforma in Form-1, Section V) duly filled in and signed and complete in all respects.

The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. An Authorization certificate to this effect shall be submitted along with the bid. (Please refer Form-2, Section V for the format).

b. Bid Prices

The Proforma of the bid price form is in Form-12A, 12B, Section V (available in the CPP portal as BOQ_XXXX.xls). If required, the tendering authority may at a later stage (i.e. after the finalization of contract or at the time of agreement) ask for a component wise breakup of the price.

13. Earnest Money Deposit

- a. The Bidders are required to deposit Earnest Money Deposit (EMD) of Rs.1,00,000 (Rupees One Lakhs only) in the form of Demand Drafts/ Fixed deposit receipts/ Banker's Cheques/ Bank Guarantee from any of the Scheduled Commercial Banks in the prescribed format in favor of **Pay and Accounts Officer, Office of the Comptroller and Auditor General of India, New Delhi.**
- b. The original documents of EMD, in an envelope, should be posted/couriered to Dy. Director (Information Systems), office of the Comptroller and Auditor General of India, 9 Deen Dayal Upadhyay Marg, New Delhi – 110 124 before the bid submission deadline given in Section I.
- c. Bidders, who are eligible to be exempted from depositing EMD according to Rule-170 of GFRs, 2017, should submit documentary proof issued by the respective authority in the similar category of work there of along-with technical bid online through CPP Portal. Besides, they have also to enclose a hardcopy of same valid exemption certificate(s) and ensure that the same is submitted to the officer in charge as detailed in clause 13 (b) above.
- d. The Earnest Money Deposit (EMD), without any interest accrued will be refunded as follows:

- In the case of those Bidders who are not awarded the order, the Earnest Money Deposit (EMD) will be refunded without any interest accrued within one month.
 - EMD of successful Bidders will be returned after they sign letter of acceptance of the work order with CAG and submit a Security Deposit in the form of a Bank Guarantee(BG).
- e. EMD shall be in Indian Rupees only.
- f. The EMD shall be forfeited:
- If a Bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Bid Form.
 - In case of a successful Bidder, if the Bidder fails to sign the contract; or fails to furnish the performance security.

14. Period of Validity of Bids

- a. Bids shall be valid for 180 days after the date of bid opening. A bid valid for a shorter period shall be rejected as non –responsive.
- b. In exceptional circumstances, the CAG may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing.
- c. Bid evaluation will be done on the bid prices without taking into consideration the above changes.

15. Deadline for Submission of Bids

- a) Bids must be received by the Tendering Authority not later than the time and date specified in the Invitation for bids (Please refer section I) The tendering authority may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the tendering authority and Bidders subject to the deadline will thereafter be subject to the deadline as extended.
- b) Withdrawal of Bids
 - i) The Bidder may withdraw its bid after the submission, provided that written notice of withdrawal is received by the CAG prior to the deadline prescribed for submission of bids.
 - ii) No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of the bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder’s forfeiture of EMD.

16. Bid Opening and Evaluation of Bids

Proposals will be reviewed by a Committee of Officers (the “Committee”) appointed by the Tendering Authority or its designated representative(s). The Tendering Authority, or

such other authority designated by the Tendering Authority, as the case may be, is also referred to herein as the Committee of Officers (or “Committee”). The committee may be comprised of, or receive assistance from, several teams conducting parallel evaluations. Evaluation of the bids will be done in **three stages** and at the end of every stage short listed bidders will be informed of the result. Evaluations will be based on the proposals, and any additional information requested by the CAG. The following is the procedure for evaluation.

17. Evaluation of pre-qualification bids

- a. The documentation furnished by the Bidder will be examined prima facie to see if the technical skill base and financial capacity and other Bidder attributes claimed therein are consistent with the requirements of this project and meet the pre-qualification criteria as specified above in this section of RFP.
- b. The evaluation committee may ask Bidder(s) for additional information, visit to Bidders site and/or arrange discussions with their professional, technical faculties to verify the claims made in bid documentation.
- c. Any proposal not complying with the requirements of the pre-qualification criteria will not be processed further.
- d. To verify the submission of EMD as per the tender.

18. Evaluation of Technical bids

The technical proposals of only those Bidders, who qualify in the evaluation of the pre-qualification proposals, shall be opened. The evaluation of the Technical bids is carried out in the following manner:

- a. The Bidders' technical solutions proposed in the bid document will be evaluated as per the requirements specified in the RFP.
- b. The committee may invite each Bidder to make a presentation to the tendering authority at a date, time and location determined by the Tendering Authority. The purpose of such presentations would be to allow the Bidders to present their proposed solutions to the committee and the key points in their proposals.
- c. The committee reviewing the proposals may undertake oral clarifications with the Bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. Oral clarifications provide the opportunity for the committee to state its requirements clearly and for the Bidder to more clearly state its proposal. The committee may seek inputs from their professional, technical faculties in the evaluation process.
- d. Depending on the evaluation methodology mentioned in points a, b and c, each Technical Bid will be assigned a technical score out of a maximum of 100 points.
- e. The Bidders who score a technical score of more than 60 marks will qualify for the evaluation in the commercial process.

19. Evaluation of Commercial bids and Overall Evaluation

The evaluation of commercial bids and final evaluation will be done by adopting the formula in Bidder evaluation criteria.

20. Clarification of Bids

During evaluation of bids, the Tendering Authority may at its discretion, ask the Bidder for clarification of its bid. The request for clarification and response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

21. Contacting the Tendering authority

- a. No Bidder shall contact the Tendering Authority on any matter relating to its bid, from the time of opening to the time the contract is awarded. If it wishes to bring additional information to the notice of the Tendering Authority, it should be done in writing. The Tendering Authority reserves the right as to whether such additional information should be considered or otherwise.
- b. Any effort by a Bidder to influence the Tendering Authority in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the Bidder's bid and also forfeiture of his bid security.

22. Award of Work

- a. The finalization of the tender will be done by a competent authority on recommendation of committee constituted by the competent authority for this purpose.
- b. The Tendering Authority will award the work to the successful Bidder whose bid has been determined as the lowest evaluated bid provided further that the Bidder is technically eligible.
- c. The Tendering Authority may vary the scope of contract at the time of award. If there is a necessity to varying the scope of contract after the time of award due to some exigent circumstances, it can be resorted to through a change order after obtaining the approval of competent authority.

23. Tendering Authority Right to Accept / Reject Any or All Bids

The Tendering Authority reserves the right to accept or reject any bid, or to annul the bidding process and reject all bids at any time prior to the award of Contracts, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Tendering Authority action.

24. Notification of Awards

Prior to the expiry of the period of the bid validity, the Tendering Authority will notify the successful Bidder in writing. The Bidder will confirm the same in writing.

25. Signing of Contract

After the Tendering Authority notifies the successful Bidder that its bid has been accepted, the CAG will sign the contract within 15 days as per the Contract Form provided by CAG.

26. Performance Guarantee

Within 15 days after receipt of notification of award of the Contract from CAG, the successful Bidder shall furnish performance guarantee bond to CAG, which shall be equal to 10 percent of the value of the contract and shall be in the form of a bank guarantee bond from a Nationalized/scheduled Bank in the Proforma given in Form-14, Section V.

27. Post-warranty support offsite for operations, maintenance and modification

As part of the commercial bid (see Component B of the commercial bid evaluation above, Para 4.3), bidders are required to quote for two years (post-warranty) offsite support to undertake operations, maintenance, support, and modification of the application, if the maintenance contract is awarded and the period of maintenance beyond two years may be extended on mutually agreed terms and conditions.

28. Corrupt or Fraudulent Practices

The CAG requires that the Bidders/agency under this RFP observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the CAG:

- a. Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- b. Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.
- c. The past performance of the Bidder will be cross checked, if necessary. If the facts are proven to be dubious the Bidders Proposal will be ineligible for further processing.
- d. The bidder should submit a declaration as provided in the Annexure-IV of Section VI

29. Decision Taken

The decision taken by the CAG in the process of RFP evaluation shall be final.

Section – III

SCOPE OF WORK AND DELIVERABLES

Project Background

1. Presently, there are 141 field offices in the Indian Audit and Accounts Department (IAAD) and activities related to processing pay bills, TA bills, LTC/HTC bills, education allowance, medical claims etc. are performed in each field office and the Headquarters.
2. Further, in field offices with branch offices (like the Office of the Director General of Audit, Defence Services, New Delhi), these functions are performed in the branch offices also.
3. It is now planned to develop a web-based application for Management of payroll and other employee entitlement work in O/o the Director General of Audit, Defence Services, New Delhi so that these services can be managed centrally from a Shared Services Centre (SSC). On successful implementation of the project at the said office, the roll out of the same can be considered for other field offices within IA&AD including headquarters.

Proposed strategy for shared services

4. Various processing work is planned to be transferred to SSC in a phased manner as detailed below:
 - a. Phase-I: TA bills, LTC/HTC claims, medical claims, education allowances, staff loans and advances and all other employee related payments
5. The proposed system does not take away the administrative powers vested with various officials in the existing system. For instance, in case of LTC, the approval for performing the LTC would continue to be accorded by the Competent Authority as per the existing codal provisions. Once the LTC is approved, the employee will have to scan a copy of the approval and upload it as a supporting document while entering details of the LTC claims. Similarly, approval of purchase and award of contract would vest with the various offices as in the present system. Only the processing of payments will be made centrally at the SSC.

Note:- No administrative approval for allowance will be the part of the system workflow. After the approval is done two level authorization that is required for the allowances.
6. The system also does not aim to alter the budget allotment and expenditure control system, which could continue to remain in its present form. The proposed model only envisages centralizing the processing part of the payment of employee claims and entitlements.

Note for sl.no. 5 & 6: Budget allotment and monitoring will be through existing system. However, facility may be kept in this system to data entry the allotted funds

under the various heads and expenditure monitoring based on approval issued through the system. No integration envisaged currently.

7. The proposed IT solution would need facility to capture budget allotment against various accounting heads and for booking of expenditure against the accounting heads in respect of each office. Budget allotment will be entered by administrator for offices from backend.
8. **It must be remembered that the Business Rules relating to various payments need not be automated in the proposed IT solution, as the processing of claims will be carried out manually and only claims is to be processed through the system. The main reasons for not hardcoding the Business Rules are due to (a) the existence of large number of rules relating to various claims and (b) the fact that these Rules are prone to frequent changes. Payment transaction will be out of this system, payment will be processes as per current process only.**

Phase I: Employee related claims

9. The IT platform for shared services would largely be based on self-service model. This would imply that all employees would have facility to login to the platform, using the department email ID as user ID and related password, and enter details relating to the claims themselves. They will also be required to upload photos/scanned copies of all documents relating to the claims. The employees will be required to certify that the claims are based on original documents and that they understand that they will be subject to disciplinary action, if subsequently their claims are found to be invalid. LDAP synchronise with the NIC email ids is needed.
10. In case of salary/arrears etc., concerned field office/head office will send the basic documents to the SSC and the SSC will authorize payments to be credited to the employees' bank accounts. In all other cases, based on the information entered by the employees and after checking the supporting documents, SSC will process the claims and authorize payment to be credited to the employees' bank account. Payment will be out of this system, there will not be any payment gateway integration in the system.
Note: Salary is not part. The basic document of salary/arrear will be sent to SSC through the system and after two level authorization the payment the payment is made through PAO.
11. The various employee-related claims to be processed in the proposed system are as follows:
 - Leave Travel Concession (LTC)
 - Travel Allowance (TA) on Transfer
 - TA on Retirement
 - TA on tour
 - Children Education Allowance/Hostel Subsidy
 - Medical Reimbursement
 - News Paper Reimbursement
 - House Building Advance
 - TA Advance on transfer
 - TA Advance on retirement

- TA Advance on tour
- GPF Advance
- GPF part/final payment
- Medical Advance
- Leave Encashment on LTC
- Computer Advance
- Miscellaneous payment (Telephone bill, Office Bag, Local Conveyance Bill and Honorarium)

Other key system requirements

12. Two-factor authentication: As the proposed IT solution involves processing of claims and thus has financial implications, in addition to authentication through use of User ID and password, a second authentication through One Time Password sent to the registered mobile number/email of employees would be needed.
13. Status Tracking: The system is planned based on self-service model, wherein employees will initially feed information related to the claims. The proposed solution should enable the employees to easily track the status of their claim (like additional information called for, passed for payment, payment authorized etc.). Payment will be reimbursed out of this system, only status will be changed manually in the system.
14. MIS reports: The IT solution should enable users to view/print MIS reports relating to number of claims submitted for different types of claims, number of claims processed, number of outstanding claims, details of outstanding claims, claims outstanding beyond a stipulated period (like 10/15 days) etc.
Note: At least 20 reports as part of initial development rest as per the requirement.
15. Portability: The proposed solution must be portable and the users (employees) must be able to access it from desktop, laptop, smartphones, notebooks etc.
16. Security Audit: The proposed system would be accepted for implementation only after security audit as required by Government of India is completed successfully.

This activity is first to be developed & implemented in our sub-ordinate office i.e Director General of Audit, Defence Services, New Delhi (DGA, DS, ND) under the supervision of **Shri K. S. Subramanian, Director General** of that office. He will be the Project Leader of this project and the firm selected will have to interact with both CAG office as well as Defence Audit Office at New Delhi. The scheduled discussion / meeting will also be arranged at both the office as per the directive of Project Leader. In case meeting is scheduled outside the Delhi/NCR, the office will bear the Rail fare (3rd AC) or actual whichever is less for two members of the firm to attend the meeting. If required stay of members, boarding facility will be provided by CAG.

The necessary training must to provide to the selected of the field offices by the firm for all the modules of the package.

1. Project Objectives

The objective of this project is to improve IA&AD's online presence by developing a new and improved website/portal which is expected to function as an effective tool for the following:

- The employee's claims processing will be done electronically.
- The proposed solution will be enable employees to easily track the status of their claim and to know, if any, additional information called for, passed for payment, payment authorized etc.).
- Administration wing will be able to view/print MIS report relating to number of claims submitted for different types of claims, number of claims processed, number of outstanding claims, details of outstanding claims, claims outstanding beyond a stipulated period (like 10/15 days)etc.

2. Project Scope & Exclusions

This project will cover the design and development of a main web based application for the office of the C&AG.

The documents issued, created or executed in connection with the Project, including, but not limited to, the Requirements document, Designs, Quality document and other documents should be prepared in standard format and handled over to CAG at the time of User Acceptance Test. The expected Project Deliverables are shown in Annexure-III.

3. Project Deliverables (Products) Scope of work.

The project will deliver web based **application with the features specified in this documents (Annexure-III).**

3.1. Project Delivery Stages

The web based application for the CAG should be completed **within three months** of signing contract. Just after completion of project, maintenance activities have to be started.

Phase I: System Study and Design Approval

The agency will have to understand the requirement in detail before the project development. The various activities to be performed by the System Partner (SP) during this phase will be mentioned as below but are not limited to:

- 1) The SP shall prepare & submit an Integrated Project Plan for the entire project (Phase I) that covers detailed tasks which are intended to be performed as part of the project along with the scope and duration of each of the activity.
- 2) The SP shall ensure to conduct a detailed Functional Requirements gathering and prepare a Functional Requirements Specifications (FRS) document. The SP shall have to get a sign-off separately for the Functional Requirements Specifications (FRS) document.

- 3) The selected SP will be free to suggest re-engineered processes as per the Standard Market Practices. But any such processes will be effective only after due approval from CAG.
- 4) The SP shall perform its own individual assessment, conduct comprehensive discussion with CAG/DGADS and subsequent analysis to ensure that each of the requirements captured during the FRS are covered in the system/software requirements analysis done as part Software Requirement Specifications (SRS) and are later captured in the web based application. The SP shall have to get a sign-off separately for the Software Requirement Specifications (SRS) document.
- 5) The SP shall have to ensure that both the Functional Requirements Specifications (FRS) document as well as Software Requirement Specifications (SRS) document for web based application, shall detail the requirements of the complete solution up to the last possible detail.
- 6) The SP shall prepare & submit a comprehensive Systems design documents for the web based application based on the FRS & SRS document signed off from CAG. This design should include Solution Architecture/Designing, user interface designs, Hardware Sizing; Bandwidth Utilization etc. for the web-based application.
- 7) The SP shall be entirely responsible for the architecture of the system implemented to satisfy all features, functions, performance and especially the security of the web-based application & shall ensure that the Systems design documents should adhere to the industry wide best practices.
- 8) During the system design, the SP shall make necessary provisions for administrator /management reports (if any), dashboards for report extraction etc, SMS/email gateway in line with the expectations from web based application provided in the functional requirements (Whether the SP is supposed to develop all these features or to keep the provisions only). APIs/Web-services for 3rd party integration will be Required. It is very important that the website should be able to support all latest common browsers (like Internet explorer, Mozilla, Chrome etc).(mobile compatibility)

Phase II: Development Completion

The various activities to be performed by the System Partner during this phase will be mentioned as below but are not limited to:

- 1) The SP shall deploy a dedicated team experienced in development, configuration, customization, integration and testing, implementation, deployment of the website.
- 2) The SP shall perform the web application development/configuration based on the Functional & Software requirement specifications and solution design finalized

thereof. The development/configuration process should ensure that the standards specified during the design phase are adhered to during the entire cycle.

- 3) The development of the web based application for the CAG should be performed at the premises of the SP for which the SP should have the following minimum supporting infrastructure in their premises -
 - a) Web-application Staging Server
 - b) Database Staging Server
 - c) Version control & management server
 - e) Developer Machines
- 4) CAG shall have total and exclusive Intellectual Property Rights over the source code written for developing the web-application.
- 5) The SP must ensure that granularity is built in the web-application modules, sub modules and individual functionalities so that these functionalities can be enabled or disabled through the administrator as per requirement.
- 6) The system must possess easy-to-use user interfaces, able to perform tasks with minimum of clicks, maximum select options and provide suitable short-cuts wherever possible and guided through screens.
- 7) The SP must ensure that any changes made to database are captured centrally and securely stored, such that the audit trails cannot be manipulated by anyone including super users and DBAs. There should also be facility to send alerts for the suspicious activities or attempts to policy violations.

Phase III: UAT and Security Audit

User Acceptance Testing has to be there in Phase III after completion of development. Assigned Users of CAG will be able to review the web-based application functionality with respect to asked requirement, SP has to assign resources for demonstration of web-application functionalities mapping with requirement. Users will give their feedback after User Acceptance Tests (UAT).

The various activities to be performed by the System Partner during this phase will be mentioned as below but are not limited to:

- 1) The SP shall provide Plans for UAT to department.
- 2) SP shall provide and ensure all necessary support to CAG conducting the Acceptance Testing including sharing necessary project documentation, source code, and systems designed & developed, credentials (if required) etc. The SP would be required to facilitate this process and it would be incumbent upon the SP to meet all the criteria.

- 3) CAG would perform a detailed acceptance testing over the application deployed, from where the system is expected to be accessed i.e. test from the web based application.
- 4) Each issues/bugs should be closed by SP, functional level feedback will be addressed by developer after approval from CAG. Any functionality/requirement which will be completely out of the scope can be treated as Change Request, where SP will share their effort and CAG will process the change request for approval.
- 5) The acceptance of website would be essential before security audit and Go-Live.

Phase IV: Deployment and Go-Live

The various activities to be performed by the System Partner during this phase will be mentioned as below but are not limited to:

1. The SP shall have to make deployment of web-based application on current hosting environment i.e. NIC Cloud.
2. This includes installation/configuration of required system software, SSL certificate, application software, relevant database, OS etc.
3. The SSL certificate shall be enabled from the date of Go-Live.
4. The SP shall ensure the complete system testing internally and performing necessary for security audits from CERT-IN empaneled vendors before making it Go-Live.

Note: CERT-IN security audit of the application has to be started just after development approval and before deployment/Go-Live of the application, SP has to do all coordination and follows up with CERT-IN security audit agency. Payment for CERT-IN security audit will be released after receiving of security audit certificate, it will not be lined with application go-live phase. Hosting and deployment infrastructure will be provided by the department to SP.

3.2. Project organizational structure

3.2.1 Project teams

The roles of the key stakeholders within the project structure are listed as follows:

- **DGA(DS) ND office Project leader**
Day-to-day management of the project, planning, monitoring, control and progress reporting
- **DGA(DS) ND office Project Team**
Responsible for all decisions related to the functioning of the website and on-time delivery.

- **DGA(DS) ND office**
Provide technical inputs and assistance during and post development.

3.3. Implementation process requirements

The following section specifies the expectations towards the vendor of the technical system regarding development, testing, roll-out, and post go roll-out support, documentation and testing.

3.4 Development process

Based on the functional specifications, system development and coding tasks will be carried by the vendor. In this regard, the bidder is required to submit the system development methodology that they will follow and a detailed project plan indicating the milestones, resources. Relevant professional experience of the task manager and team members is essential during the proposal review.

3.5 Testing

Development and initial testing will be done using the vendor's resources and the User Acceptance Testing will take place at the **DGA(DS) ND office**. **DGA(DS) ND office** will provide the infrastructure for a testing environment, where all required tools and customizations are to be installed and configured by the vendor - in close collaboration with CAG IS Wing.

The vendor is expected to develop a testing plan for User Acceptance Testing and undertake comprehensive and analysis testing with various audiences in **DGA(DS) ND office** at selected stages of the development process. User Acceptance Testing will be performed by the selected users from CAG HQs and **DGA(DS) ND office**. It is expected that user feedback is documented and respective system design or workflow adjustments are discussed with the Project Leader representatives.

3.6 Roll-out

Before roll-out, the vendor will install and configure the respective environment on the production server (external hosting agency) and ensure successful transfer of the web application from the testing environment to production environment where final sign off of the project will be done by **DGA(DS) ND office**. The vendor will prepare a roll-out and communications plan. Training and roll-out will be managed through central location Delhi only. Initially the system will be run pilot for DGA(DS) ND office further the same can be considered for replication to other offices within IAAD.

3.7 Helpdesk support

Helpdesk support for the warranty period must be provided by the vendor. During this period, the Agency will be responsible for providing immediate email helpdesk support and resolving any user requests and technical issues that arise with the implemented website. The vendor will in addition propose a concept and make recommendations on adequate workflows and staffing which will enable **DGA(DS) ND office & IS wing** of CAG to maintain this Helpdesk and support function beyond the support period. This will

include the specification of workflows for tracking user requests regarding technical bugs, design flaws and feature recommendations. The helpdesk concept will describe roles and responsibilities of department, administrators and IT staff in documenting, responding to and resolving user queries and technical issues and maintaining communication with different stakeholders on the status of user requests and ongoing developments.

3.8 Training

The SP will provide Training of Trainers (TOT) training to the project team so that they will be able to offer training to the application users and managers/administrators in the future. Training will also be provided by the Agency to selected 10 staff of **DGA(DS) ND office & IS wing of CAG** as decided by the Project Leader and IS wing.

Section IV

CONDITIONS OF THE CONTRACT

1. Definitions

In this Contract, the following terms shall be interpreted as indicated:

- a. **“The Contract”** means the agreement entered into between the CAG and the agency , as recorded in the Contract Form Signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- b. **“Bidder”** means any vendor that is participating in the RFP process.
- c. **“Agency”** means any agency that is a successful Bidder and to whom the contract will be awarded.
- d. **“Contract Price”** means the price payable to the agency under the Contract for the full and proper performance of its contractual obligations.
- e. **“CAG” means the Office of the Comptroller & Auditor General of India, New Delhi which is the RFP Inviting Authority.**
- f. **“IAAD”** means the Indian Audit & Accounts Department (IAAD).
- g. **“DGA (DS), ND”** means the Office of the Director General of Audit (Defence Services), New Delhi.
- h. **“Tendering Authority”** means the Office of the Comptroller & Auditor General of India, New Delhi.

2. Application

These Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

3. Use of Contract Documents and Information

- a. The agency shall not, without the CAG’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern,

sample or information furnished by or on behalf of the CAG in connection therewith, to any person other than a person employed by the agency in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

- b. Any document, other than the Contract itself, shall remain the property of the CAG and shall be returned (in all copies) to the CAG on completion of the agency's performance under the Contract if so required by the CAG.

4. Patent Rights

The agency shall indemnify the CAG against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Supplied Solution or any part thereof in India.

5. Change Orders

The CAG may at any time, by written order given to the agency, make changes within the general scope of the Contract in any one or more of the following:

- 1) The Services to be provided by the agency.
- 2) The Quality of the Developed Solution and/or the Deployment of the solution.
- 3) Change in per unit cost in case of future upgrade as per the change order if any.

If any such change causes an increase or decrease in the cost of, or the time required for, the agency's performance of any provisions under the Contract, an equitable adjustments shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the agency for adjustment under this clause must be asserted within thirty (30) days from the date of the agency's receipt of the CAG's change order.

6. Delays in the Bidder's performance

- a. Performance of the Contract shall be made by the Bidder in accordance with the time schedule specified by CAG as indicated in the RFP.
- b. An unexcused delay by the Bidder in the performance of its contract obligations shall render the Bidder liable to any or all of the following sanctions:
 - Forfeiture of its performance security;
 - Imposition of liquidated damages; and/or
 - Termination of the Contract for default.
- c. If at any time during performance of the Contract, the Bidder should encounter conditions impeding timely completion of the services under the

contract and performance of services, the Bidder shall promptly notify CAG in writing of the fact of the delay, its likely duration and its causes.

- d. As soon as practicable, after receipt of the Bidder's notice, CAG shall evaluate the situation and may at its discretion extend the Bidder's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

7. Acceptance

The Acceptance Tests must be completed by the Bidder to the satisfaction of the CAG Project Team and any other CAG representatives within a month of completion of Phase III.

8. Liquidated Damages

In the event of failure of the agency to secure acceptance of the website by CAG, within ninety (90) days after implementation, CAG reserves the option to recover from the agency as liquidated damages and not by way of penalty for the period after the said ninety (90) days, until acceptance a sum equivalent to two percent (2%) of the contract value for each month of the failure of agency up to a maximum deduction of Ten (10) percent, to secure acceptance or part thereof, without prejudice to CAG's other remedies under the Contract.

9. Penalty Clause

If the agency is not executing the contract to the satisfaction of the CAG then it may invoke any or all of the following clauses.

- Forfeit the performance Guarantee Amount or
- Terminate the contract without giving any notice.

10. Termination for Default

The Tendering Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Agency, terminate the Contract in whole or part:

- If the agency fails to deliver any or all of the deliverables within the period(s) specified in the Contract.
- If the agency fails to perform as per the performance standards.
- If the agency, in the judgment of the Tendering Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

11. Termination for insolvency

The CAG may at any time terminate the contract by giving 30 days written notice to the Agency if the Agency becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Agency, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the CAG

12. Termination for convenience

- i. The CAG Office may at any time by giving 30 days written notice to the Agency, terminate the Contract, in whole or in part, for its convenience. The notice of termination shall specify that termination is for the CAG Office, the extent to which performance of the Agency under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. The client may in the following events after giving a prior notice and conducting investigations if required, terminate the contract forfeiting the bid security and any sums due for payment to the Agency:
 - If the value of the penalty for different services together exceeds 10% of the contract amount for 3 years.
 - If the Agency becomes Bankrupt or financially insolvent during currency of the contract.
 - If it is found that the Bidder has been convicted for any unlawful activities.
If it is found that Bidder has made gross misconduct or involved in practices injurious to the image and interest of the client or has failed in performing his duties as per contract.

13. Risk Management

The Agency shall at his own expense adopt suitable Risk Management methodology to mitigate all risks assumed under this contract. The Agency shall underwrite all the risk related to its personnel deputed under this contract as well as equipment and components and any other belongings or their personnel during the entire period of their engagement in connection with this contract and take all essential steps to reduce and mitigate the risk. CAG Office will have no liability on this account.

14. Publicity

The agency shall not make or permit, to be made a public announcement or media release about any part of this contract unless the CAG office first gives the Agency its written consent

15. Governing language

The contract shall be written in English. All correspondence and other documents pertaining to the contract which are exchanged by the parties shall be written in same languages

16. Force Majeure

- 1) For purposes of this clause, “Force Majeure” means an event beyond the control of the agency and not involving the Agency’s fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchase either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 2) If a force Majeure situation arises, the Agency shall promptly notify the CAG in writing of such conditions and the cause thereof. Unless otherwise directed by the CAG in writing, the Agency shall continue to perform its obligations under the Contract as far as it reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

17. Legal Jurisdiction

All legal disputes are subject to the jurisdiction of Delhi courts only.

18. Taxes and Duties

The rates quoted inclusive of taxes and duties shall be in Indian Rupees; also separately mentioning all taxes, duties as applicable up to the completion of job. Any increase in the rates will not be allowed.

19. Binding Clause

All decisions taken the Tendering Authority regarding the processing of this RFP and award of contract shall be final and binding on all concerned parties.

20. Agency’s Integrity

The Agency is responsible for and obliged to conduct all contracted activities as defined in the scope of work in accordance with the Contract.

21. Agency’s Obligations

- 1) The Agency is obliged to work closely with the Tendering Authority’s staff, act within its own authority and abide by directives issued by the CAG.
- 2) The Agency will abide by the job safety measures prevalent in India and will free the CAG from all demands or responsibilities arising from accidents or loss of life the cause of which is the Agency’s negligence. The Agency will pay all indemnities arising from such incidents and will not hold the Tendering Authority responsible or obligated.
- 3) The Agency is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanor.
- 4) The Agency will treat as confidential all data and information about CAG, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the CAG.

22. **The Intellectual Property Right (IPR) of the source code and documentation and design** will be with the CAG. The agency will have to submit source code and required documentation to the CAG. The CAG will have full right over the source code and the agency will not possess any rights. Any modification in the source code or documentation will be provided from time to time to CAG.
23. **The CAG, reserves the right to verify, modify, revise, amend or change any of the terms** and conditions mentioned above or to reject any or all the bids without assigning any reason whatsoever thereof or may terminate the bid process midway without assigning any reason.
24. **Notwithstanding anything to the contrary contained in the conditions of the contract , in no** event will the agency be liable to the CAG, whether a claim be in tort, contract or otherwise; for any amount in excess of 100% of the total fees payable under the Project.
25. **In case of any ambiguity in the interpretation of any of the clauses in the RFP or the Contract Document**, the CAG's interpretation of the clauses shall be final and binding on all parties.
26. **Conditional tender shall be summarily rejected.**

SECTION-V
BID FORMATS

Form 1 - Bid Proposal Sheet

Bidders Proposal Reference No. and Date:

Bidders Name and Address:

Person to be contacted:

Designation:

Telephone No(s):

Telex No. :

Fax No. :

Subject: **Web-based application for Management of Pay & Other Employees Entitlement work**

Sir,

1.We, the undersigned Bidders, having read and examined in detail the Specifications and all the bidding documents in respect of Design, Development, maintenance and support for **Web-based application for Management of Pay & Other Employees Entitlement work** as specified in the Bidding documents No. _< _____>.

2. PRICE AND VALIDITY

All the prices mentioned in our proposal are in accordance with the terms as specified in bidding documents. All the prices and other terms and conditions of this proposal are valid for a period of 180 calendar days from the date of opening of the Bids.

We are an Indian firm and do hereby confirm that our Bid prices include all taxes including Income Tax and Professional Tax.

We have studied the Clause relating to Goods and Service Taxes and hereby declare that if any Tax is altered under law, we shall pay the same.

3. UNIT RATES

We have indicated in the relevant schedules enclosed the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to/decrease from the Scope of Work under the contract.

4. EMD

We have enclosed a Demand Draft of **Rs.1,00,000/ (Rupees One lakh only)** in favour of **PAO, O/o CAG of India, New Delhi and payable at New Delhi** towards EMD. This **EMD** is liable to be forfeited in accordance with the provisions of Bid documents.

We declare that all the Services/Works shall be performed strictly in accordance with the Scope of Work.

5. BID PRICING

We further declare that the prices stated in our proposal are in accordance with your Instructions to Bidders included in bidding documents.

6. BID PRICE

We declare that our bid prices are for the entire scope of the work as specified in the technical specification and bid documents. These prices are indicated as per format mentioned in Form-12A, 12B Section V; attached with our proposal as part of the Commercial Bid.

We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge and belief.

Thanking you,

Yours faithfully,

(Signature)

Printed Name and Designation

Seal

Date:

Place:

Business Address:

Form 2 - Bidder's Authorization Certificate

To,

The Dy. Director (IS),
CAG office, New Delhi

<Bidder's Name> _____,
<Designation> _____ is hereby authorized to sign
relevant documents on behalf of the company in dealing with RFP of reference <RFP
No. & Date> _____. He is also authorized to attend
meetings & submit technical & commercial information as may be required by you in
the course of processing above said RFP.

Thanking you,

Authorized Signatory.

<Company Name>

Seal

Form 3 - Work Experience Certificate

Name of the firm: _____

Period: 5 Years From – 01-04-2014 to 31-03-2019

Order No. & Date	Order Placed by (full contact address of such agencies)	Solution provided (Agency)	Value of order in Rupees	Date of completion		Remarks indicating reasons for delay, if any	Project Completion / Go-Live Certificate attached (Yes/No)	Other Re-marks
				As per contract	Actual			

Date: _____

Place: _____

Signature of the bidder: _____

NOTE:

- 1: Please provide copies of valid Work Order & Certificate of Completion (for completed projects) from authorized client officials.
- 2: The above format will be used for following types of work experience certificate as given below.
 - (i) Past Experience-1 The Bidder should have experience in Development of Web Enabled Application/Portal/Website of value between 20 to 25 lakhs for any Govt. Dept. (Govt. of India) / State / Central Government in last 5 Yrs, completed a minimum of 5 projects. The Format heading will be Form 3A - Work Experience Certificate – Past Experience-1
 - (ii) Past Experience-2 The Bidder should have expertise in Development of Similar Web Enabled Application of value more than 25 Lacs in last 5 Yrs, for any Govt. Dept. (Govt. of India) / State / Central Government. The Format heading will be Form 3B - Work Experience Certificate – Past Experience-2.
 - (iii) Past Experience - 3 Bidder should have experience in designed, developed and maintenance of web application for any Govt. Dept. (Govt. of India) / State / Central Government completed within last 5 Years of project value not less than 50 Lacs. The Format heading will be Form 3C - Work Experience Certificate – Past Experience-3.

Form 4 - Self Declaration

Ref: _____

Date:

To,
The Dy. Director (IS),
CAG office, New Delhi

In response to the tender No. _____ dated _____ of Ref. _____ as an owner/partner/Director of _____ I / we hereby declare that our Agency _____ is having unblemished past record and was not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time.

We hereby confirm and declare that our Agency is not blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 5 years.

Name of the Bidder: _____

Signature: _____

Seal of the Company: _____

Form 5 - Certificate of Conformity

Date: _____

To,
The Dy. Director (IS),
CAG office, New Delhi

CERTIFICATE

This is to certify that, the service for system analysis and design, development, implementation, maintenance and Support of **web-based application for Management of Pay & Other Employees Entitlement work** which I shall provide, if I am awarded with the work, are in conformity with the Scope of Work in the RFP.

I also certify that the price I have quoted per unit cost basis is inclusive of all the cost factors involved in the execution of the project, to meet the desired standards set out in the Conditions of the contract.

Name: _____

Designation: _____

Seal: _____

Form 6 - Financial Details as per Audited Accounts

Years	FY 2016-17		FY 2017-18		FY 2018-19		Average Turnover	
	Total	From relevant services	Total	From relevant services	Total	From relevant services	Total	From relevant services
Turnover (Rs.'000)								
Profit (Rs.'000)								

Note: Enclose CA certificate conforming Annual Turnover during stated financial years from Software /Website / Portal Development in each of last three financial year 2018-19, 2017-18, 2016-17.

FORM 7- STRUCTURE OF TECHNICAL PROPOSAL

The Technical Proposal needs to be structured as follows:

Section 1: Executive Summary

This section should be a succinct statement and executive summary by the Bidder highlighting the key aspects of technical proposal.

Section 2: Bidder Profile & Qualifications

This section should cover the Bidder's local presence, the project team composition and relevant experience and the company / companies of the tools and products selected to deliver the Application

Section 3: Solution Proposed for Application

This section should present Bidders' proposed solution meeting requirements outlined in the RFP. Bidders are required to present sound, complete, and competent technical architecture solution. The solution proposed by the bidder will indicate bidders' understanding of the requirements and this is to be demonstrated by the bidder by making presentation before the Evaluation Committee. The section should also include the Bill of Materials (BOM) for all the software components, products and tools that are proposed for the website development, testing, deployment and maintenance. The rollout mechanism is to be shown by the firm for carrying out all the features/modules of the developed package by using login facilities through LDAP.

Section 4: Project Management Plan

In this section, Bidders' should propose the main activities of the project, duration, phasing and interrelations, milestones (including interim approvals by the Purchaser), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the ToR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule.

Section 5: Organization & Staffing

In this section, Bidders' should propose the structure and composition of the proposed team. Key emphasis will be on the experience of the Project team.

Section 6: Quality Assurance, Maintenance, & Support

Bidders are required to discuss their Quality Assurance framework and testing plans in details meeting the requirements of this RFP. This section should also present Bidder's detailed maintenance and support plan including detailed information on these plans.

Form 8 - Format for Resumes

1	Proposed Position																						
2	Name of the Firm																						
3	Name of the Staff																						
4	Date of Birth																						
5	Education Details																						
7	Summary of Key Training and Certifications																						
9	Languages	<table border="1"> <thead> <tr> <th>Language</th> <th>Reading</th> <th>Writing</th> <th>Speaking</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Language	Reading	Writing	Speaking																	
Language	Reading	Writing	Speaking																				
10	Employment Record	<table border="1"> <tbody> <tr> <td>From/To</td> <td></td> </tr> <tr> <td>Employer</td> <td></td> </tr> <tr> <td>Position held</td> <td></td> </tr> <tr> <td>From/To</td> <td></td> </tr> <tr> <td>Employer</td> <td></td> </tr> <tr> <td>Position held</td> <td></td> </tr> <tr> <td>From/To</td> <td></td> </tr> <tr> <td>Employer</td> <td></td> </tr> <tr> <td>Position held</td> <td></td> </tr> </tbody> </table>	From/To		Employer		Position held		From/To		Employer		Position held		From/To		Employer		Position held				
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Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned																							
Name of assignment or project:																							
Year:																							
Location:																							
Client:																							
Main project features:																							
Positions held:																							
Activities performed:																							
Name of assignment or project:																							
Year:																							
Location:																							
Client:																							
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	Name of assignment or project:	
	Year:	
	Location:	
	Client:	
	Main project features:	
	Positions held:	
	Activities performed:	

FORM 9A- TEAM COMPOSITION AND TASK ASSIGNMENTS

KEY PROFESSIONAL STAFF					
Resource Category	Name of Staff with qualification and experience	Area of Expertise	Position Assigned	Task Assigned	No. of Resources to be engaged during design development & implementation of project
Project Manager					
Sr. Developer					
Developer					
UI Designer					

FORM 9B- TEAM COMPOSITION AND TASK ASSIGNMENTS

<i>KEY Professional Staff</i>				
Resource Category	Area of Support	Position Assigned	Task Assigned	No. of Resources to be engaged during design development & implementation of project
1.				
2				
3.				
N.				

FORM 10- STAFFING SCHEDULE

No	Name of Staff ¹	Total staff man-months proposed							
		1	2	3	4	5	6	N	Total
1									
2									
3									
N									

1. Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category
2. Months are counted from the start of the assignment.

FORM 11- WORK SCHEDULE

No	Activity	Months							
		1	2	3	4	5	6	N	
1									
2									
3									
4									
5									
6									
N									

FORM 12A- SUMMARY OF COSTS- COMPONENT A

Item	Costs In INR
1. Total Cost for providing all the services as per this RFP including Remuneration and Bill of Materials (exclusive of taxes, 1 year warranty and 2 year paid Support)	
2. Total Cost of Warranty for 1 year after completion of development and go-live (Warranty period starts from go-live and successful delivery of deliverables)	
3. One Time 3 rd Party Cost (Security Audit + SSL)	
4. GST	
Total Amount of Commercial Proposal- Component A (including taxes)	

Note 1: Bill of materials to be provided separately

Note 2: Cost of proprietary / COTS software used shall be included in the commercials.

FORM 12B- SUMMARY OF COSTS- COMPONENT B

S.No	Item	Costs In INR			
		Year 2		Year 3	
1	Cost of operation & maintenance (refer Post-warranty) of the application for Two years (i.e year 2 and year 3) after completion of 1 year warranty support.	1st Quarter	Rs.	1st Quarter	Rs.
		2nd Quarter	Rs	2nd Quarter	Rs
		3rd Quarter	Rs	3rd Quarter	Rs
		4th Quarter	Rs	4th Quarter	Rs
2	GST				
3	Total Amount of Commercial Proposal- Component B (including taxes)				

Total cost Component A+B	
---------------------------------	--

Total Amount (In Rs) (In Figures).....
(In words).....

FORM 13A- COMMERCIAL PROPOSAL- BREAKDOWN OF REMUNERATION-COMPONENT A

Name ²	Position	Staff-month Rate (A) ⁴	Proposed total No. of Man-months (B)	Total Amount in INR (A*B)
Professional staff				
Support Staff				

- 2 Professional Staff and Support Staff should be indicated individually;
- 4 Indicate separately staff-month rate.

FORM 13B- COMMERCIAL PROPOSAL- BREAKDOWN OF REMUNERATION-COMPONENT B

Name ²	Position	Staff-month Rate (A) ⁴	Proposed total No. of Man-months (B)	Total Amount in INR (A*B)
Professional staff				
Support Staff				

Form 14 – Performance Guarantee Bond Proforma

Ref: _____ Date _____

Bank Guarantee No _____

To,
The Dy. Director (IS),
CAG office, New Delhi

Against Contract vide Advance Acceptance of the RFP No. _____
Dated _____ of CAG covering the services for **Web-based application for Management of Pay & Other Employees Entitlement work** to be implemented in the said locations (Hereinafter called "The Said Contract") entered into between CAG and the _____ (Hereinafter called the "The Bidder"), this is to certify that at the request of the Bidder we Bank _____ are holding in trust in favour of the client, the amount _____ (write the sum here in words) to indemnify and keep indemnified CAG against any loss or damage that may be caused to or suffered by CAG by reason of the said Contract and / or in the performance thereof. We agree that the decision of CAG, whether any breach of any of the terms and conditions of the said contract and / or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by CAG shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to CAG.

We Bank _____ further agree that the Guarantee herein contained shall remain in full force and effect during the period that could be taken for satisfactory performance and fulfillment in all respects of the said Contract by the Bidder i.e. till _____ (viz. The date upto 24 months after the date of closure of the contract) hereinafter called the said date and that if any claim accrues or arises against us _____ Bank by virtue of this guarantee before the said date, the same shall be enforce able against us _____ Bank notwithstanding the fact that the same is enforced within six months after the said date, provided that the notice of any such claim has been given to us _____ Bank by the purchaser before the said date. Payment under this letter of Guarantee shall be made promptly upon our receipt of notice to that effect from CAG.

It is fully understood that this Guarantee is effective from the date of the said Contract and that we _____ Bank undertake not to revoke this guarantee during its currency without the consent in writing of CAG.

We undertake to pay CAG any money so demanded not withstanding any dispute or disputes raised by the Bidder in any suit or proceedings pending before any Court or Tribunal relation thereto our liability under this present bond being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge or our liability for payment there under and the Bidder shall have no claim against us for making such payment.

We _____Bank further agree that CAG shall have the fullest liberty, without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by CAG against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said Contract and we, _____Bank shall not be released from our liability under these guarantee by reason of any such variations or extension being granted to the said forbearance and / or omission on the part of CAG or any other matter or thing whatsoever, which under the law relating to sureties, would but for this provisions have the effect of so releasing us from our liability under this guarantee.

The Guarantee is for an amount of Rs. _____ (In figures Rs. _____).

This Guarantee shall not be discharged due to the change in the constitution of the Bank or the Bidder.

DATE: -

PLACE:

WITNESS: -

SIGNATURE: -

PRINTED NAME:

.....(BANK'S COMMON SEAL)

SECTION-VI
ANNEXURE-I:
SERVICE LEVEL REQUIREMENTS

A) SLAs wrt Resolution of Application Problems reported by CAG			
SNo	Severity Category	Service level	Penalty
1	Level-1 Severity Such cases that can be addressed without modifications to the code. E.g.: User not able to browse – a change required in the configuration of the application	Agency to resolve such problems <u>within 4 hours</u> from the time of reporting by CAG or DGA (DS) ND	A penalty of 0.25% of the cost of quarterly payment shall be charged per hour of delay. The penalty shall be charged to a maximum of 10% of the contract price. Once the maximum is reached CAG may at its discretion take action to terminate the contract and forfeit Performance Security.
2	Level-2 Severity Such case where there is minor problem in the workflow/navigation of pages such as reports, forms, in the Application etc <u>OR</u> When there is a minor deviation in the application outcome that is not as per feature requirement.	Agency to resolve such problems <u>within 1 working day</u> from the date and time of reporting by CAG or DGA (DS) ND	A penalty of 0.5% of the cost of quarterly payment shall be charged per day of delay. The penalty shall be charged to a maximum of 10% of the contract price. Once the maximum is reached CAG may at its discretion take an action to terminate the contract and forfeit Performance Security.
3	Level-3 Severity Such case where there is major problem in the workflow/ navigation of pages such as reports, forms, in the Application <u>OR</u> When there is a Major deviation in the application outcome and is not as per feature requirement <u>OR</u> When there is an unwarranted event such as Application crash etc	Agency to resolve such problems <u>within 3 working days</u> from the date and time of reporting by CAG or DGA (DS) ND	A penalty of 0.5% of the cost of quarterly payment shall be charged per day of delay. The penalty shall be charged to a maximum of 10% of the contract price. Once the maximum is reached CAG may at its discretion take an action to terminate the contract and forfeit Performance Security.

NOTE:

- 1) It may be noted that one or more penalties may be imposed concurrently subject to maximum of 10% of contract price. Once the maximum has reached, CAG at its discretion may consider termination of the contract and forfeit Performance Security.

- 2) In addition to the penalties as above, CAG may at its discretion get the fault rectified from any other source at the risk & cost of the agency. In such case the cost of such work outsourced shall be borne by the bidder and penalty shall be imposed at the rates applicable as above for the actual period of fault.

NOTE:

- a) Penalties as mentioned above shall be applicable from the date of start of services.
- b) Any delay in deploying full resources at the start of service shall attract these penalty clauses.
- c) In case if CAG calls for replacement of a resource then the agency shall be allowed 7 days time to provide alternate resource. For this period no penalty shall be imposed except pro-rata reduction of that resource.
- d) In case if CAG does not require a certain resource / all resources for a certain period then no penalty shall be imposed except pro-rata reduction of that resource.

CONTACTS

- 2.1 The Agency should provide the contact call tree and the escalation matrix for the services it offers. On a minimum it shall provide for the following:
 - 2.1.1. Office Contact Details (Normal Working Hours)
 - 2.1.2. Contact Details of Project team and Support Personnel including translation team (Normal and after office working hours)
 - 2.1.3. Contact Details of Designated Account Manager in case of Escalation (Normal and after Office Working hours)
- 2.2. CAG shall provide a call tree which includes point of contacts for reporting and updating routine activities, and point of contact for escalations.
- 2.3. Availability of Professional staff/experts: Having selected the Agency on the basis of, among other things, an evaluation of proposed Professional staff, the CAG Office will require assurances that the Professional staff will be actually available and will not be substituted. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate. After award of contract, no replacement shall be allowed during initial period contract barring exceptional circumstances (eg. Death, Prolonged illness) and will be subject to prior approval by CAG Office.

3. HELP DESK - MAINTENANCE WINDOWS

- 3.1. A maintenance window will be agreed between the two parties considering the availability load/usage of the service is at a minimum.
- 3.2. If downtime is expected, then alternate arrangement for continuous service must be made by the Agency.
- 3.3. All planned activities shall be carried out during the maintenance window and in compliance with the change management procedure.
- 3.4. In case of unplanned outages, a verbal approval from the Agency shall be deemed suitable for carrying out the necessary correctional activities.
- 3.5. There shall be one mandatory preventive maintenance by the Agency's maintenance team in every three months, i.e., minimum of twelve visits in three years of warranty and support.
- 3.6. In addition the Agency will also be required to carry out the following activities during the maintenance period:
 - a. Bug Fixing and issue resolution
 - b. Manage and maintain the application, including hosting coordination facility with secure server.
 - c. Fortnightly full backup of application through the duration of the contract.
 - d. Provide a report on site traffic statistics and search engine analysis reports on a monthly basis.
 - e. Database - requires periodic bug fixing, troubleshooting and the periodic update of searchable data.

4. TERMS AND CONDITIONS

- 4.1 The Agency is liable to follow all the security standards and policies as specified by CAG and follow all the laws and regulation of the Government of India from time to time.
- 4.2 The Agency must inform any changes taking place that may affect the confidentiality, integrity or availability of the service/data provided.
- 4.3 The ownership of the data being hosted will remain with CAG.
- 4.4 The Agency shall not share dedicated physical resources and other technical resources such as server resources or database allocated to CAG with its other clients and shall take necessary precautions and implement suitable controls to protect it.
- 4.5 The Agency shall provide the necessary data storage space and processing capacity for the web service during development and testing stage and up to final acceptance of the final outcome of the project.

5. CAG'S RESPONSIBILITIES

- 5.1. Monitor the service levels as specified in the contract.
- 5.2. Integrate change management, incident management and corresponding processes to include the Agency.
- 5.3. Ensure that the Agency complies with the necessary security and quality requirements as mentioned.

6. AGENCY'S RESPONSIBILITIES

- 6.1. Maintain the Confidentiality, Integrity and Availability values of CAG's data and services.
- 6.2. Report any incident that may affect CAG's data/service in terms of Confidentiality, Integrity and Availability.

7. INCIDENT HANDLING

7.1 Incident Reporting

- 7.1.1. All reported incidents shall be logged, assigned a number for reference, and tracked for resolution.
- 7.1.2. Incident's impact Levels are classified at the levels specified in 1.1 and 1.2 above.
- 7.1.3. Office Hours are Monday to Friday (09:00 hours to 17:30 hours) or any other day specified/declared as office working day.

7.2 Escalation Procedures

- 7.2.1. The Parties shall define and mutually communicate Escalation procedures.

ANNEXURE-II
Completion of Knowledge Transfer – Self Declaration

To,

Date:

To,
The Dy. Director (IS),

CAG office, New Delhi

Subject: Successful Completion of Knowledge Transfer Process

Subsequent to the award of work, we
_____ had undertaken the task of transition
of Knowledge from the current service provider on _____ date.

We hereby declare that the Knowledge transfer process is successfully completed in collaboration with the current service provider _____ and that we are ready to meet the desired service levels and requirements set out in the conditions of the contract.

Thanking you,

Yours faithfully,

(Signature)

Name and Designation:

Agency:

Seal:

Date:

Place:

Annexure - III

User Requirement			
No	Requirement	Compliance (Yes/No)	Bidder Comment
1.	Web application should provide universal accessibility over internet by authorized users.		
2.	Application should be able to provide the following performance features: Advanced Caching, Database Replication, Load Balancing, Page Caching, Audit Trail, Captcha, Login History, Problem Notification and SSL Support.		
3.	The user interface must be visually appealing offering a color scheme that is uniquely identifiable to CAG.		
4.	User interface navigation must be understandable without training, and the information must be logically organized		
5.	The user interface must be responsive within 1-3 seconds of a page request by the user on all pages		
6.	Categorization and category-wise report search should be there		
7.	LDAP integration has to be there so that internal users will use official email id credentials for login.		
8.	The Implementing Agency will provide training on the requested backend database to selected staff. It will also provide an understanding of the web application, database and infrastructure configurations used in the implementation		
9.	Bidder shall comply with secure coding practice such as OWASP (Open Web Application Security Project Guidelines) and necessary security features to be built for securing the site from hacking.		

User Requirement			
No	Requirement	Compliance (Yes/No)	Bidder Comment
10.	Bidder should ensure that Security Audit for the application from CERT-IN empanelled vendor is done before hosting and deployment.		
11.	The web application must log content changes		
12.	It should have the option of integration with any back-end systems in future		
13.	<ul style="list-style-type: none"> ▪ Post-rollout technical helpdesk support and bug-fixing within the warrantee period should be provided. 		
14.	<u>Two-factor authentication:</u> Application should have provision for Two-Factor authentication, in addition to authentication through use of User ID and password, a second authentication through One Time password sent to the registered mobile number/email of employees would be needed.		
15.	<u>Status Tracking:</u> The system is planned based on self-service model, it should have provision that the information related to their claims initially feed by employees, will be able to easily tracked the status of their claim through the system (like additional information called for, passed for payment, payment authorized etc.)		
16.	<p><u>MIS reports:</u> The IT solution should enable users to view/print MIS reports relating to number of claims submitted for different types of claims, number of claims processed, number of outstanding claims, details of outstanding claims, claims outstanding beyond a stipulated period (like 10/15 days) etc.</p> <p><u>Note:</u> At least 20 reports as part of initial development rest as per the requirement.</p>		
17.	Provision to be made, once, the claim details are entered by the vendors, the concerned field office will certify the claim in the system and immediately payment may be processed by SSC and amount credited directly to the bank account of the vendor.		

User Requirement			
No	Requirement	Compliance (Yes/No)	Bidder Comment
18.	Provision to be in the application for all employees using the department email ID as user ID and related password, to enter details relating to the claims themselves, upload photos/scanned copies of all documents relating to the claims. Application should have field of undertaking by the employee to certify that the claims are based on original documents and that they understand that they will be subject to disciplinary action, if subsequently their claims are found to be invalid.		
19.	<p>The basic documents relating to salary/arrears etc., received through the concerned field office/head office will send to the SSC and the SSC will authorize payments to be credited to the employees' bank accounts.</p> <p>Payment will be out of this system, there will not be any payment gateway integration in the system.</p> <p>Note: Salary is not part. The basic document of salary/arrear will be sent to SSC through the system and after two level authorization the payment the payment is made through PAO.</p>		
20.	<p>The proposed IT solution would have facility to capture budget allotment against various accounting heads and for booking of expenditure against the accounting heads in respect of each office.</p> <p>Note: Budget allotment and monitoring will be through existing system. However, facility may be kept in this system to data entry the allotted funds under the various heads and expenditure monitoring based on approval issued through the system. No integration envisaged currently.</p>		
21.	The Business Rules relating to various payments need not be automated in the proposed IT solution, as the processing of claims will be carried out manually and only payment is to be processed through the system. The main reasons for not hardcoding the Business Rules are		

User Requirement			
No	Requirement	Compliance (Yes/No)	Bidder Comment
	<p>due to</p> <p>(a) the existence of large number of rules relating to various claims and (b) the fact that these Rules are prone to frequent changes.</p>		
22.	<p>LTC: All Govt. employees with one year of continuous service on the date of journey are eligible for Leave Travel Concession (LTC) for him/her and his/her family. LTC will be granted for all India for once in a four-year block and for home town once in a two year block. New recruits are allowed three Home Town LTC (first three) and one All India LTC (fourth one) in a four year Block along with their families.</p> <p>Information required:</p> <ul style="list-style-type: none"> ▪ Name and Post held by Govt. employee. ▪ Block Year , Nature & Period of Leave ▪ Family details. ▪ Journey details. ▪ Pay level. ▪ Place of visit ▪ Amount of advance ▪ Undertaking for spouse employment <p>Documents to be uploaded:</p> <ul style="list-style-type: none"> ▪ Letter of Intimation for availing LTC 		

User Requirement			
No	Requirement	Compliance (Yes/No)	Bidder Comment
	<ul style="list-style-type: none"> ▪ Claim in prescribed proforma ▪ Boarding Pass of Air Journey & Ticket No/PNR. in respect of Rail Journey, Bus ticket taxi receipt etc. ▪ Leave Sanction Order ▪ Dependent Certificate 		
23.	<p>Leave Encashment on LTC: Will be admissible to all govt. employees limited to 10 day of earned leave on one occasion without linkage to the number of days and nature of leave availed and 60 days in the entire carrier.</p> <p>Information required:</p> <ul style="list-style-type: none"> ▪ Basic pay as on date of sanction. ▪ Nos. of EL balance in his account. ▪ DA rate. <p>Documents to be uploaded:</p> <ul style="list-style-type: none"> ▪ Leave encashment sanction order ▪ Certificate for availability of Leave more than 30 days at credit after deducting leave encashment ▪ Details of already encashed leave for LTC 		
24.	<p>TA on transfer: Every govt. employee is entitled to TA on transfer for movement from one station to another station in the public interest. It comprises of Composite Transfer Grant, TA for self and family, cost of transportation of personal effects as well as conveyance.</p> <p>Information required:</p>		

User Requirement			
No	Requirement	Compliance (Yes/No)	Bidder Comment
	<ul style="list-style-type: none"> ▪ Name and Post held by Government employee ▪ Family details ▪ Journey details ▪ Pay level and Basic Pay on the date of relieving ▪ Amount of advance <p>Documents to be uploaded:</p> <ul style="list-style-type: none"> ▪ Claims in prescribed proforma ▪ Transfer order ▪ Relieving Order ▪ Joining order ▪ Rail/Steamer/Bus ticket No./Boarding Pass of Air/ Taxi Bill ▪ Transportation charges bill/Receipt ▪ Dependency Certificate 		
25.	<p>TA on Retirement: If the retired employee settles down in a station other than the last station of duty, he/she is also entitled for composite transfer grant, TA for self and family, cost of transportation of personal effects as well as conveyance.</p> <p>Information required:</p> <ul style="list-style-type: none"> ▪ Name and Post held by Government employee ▪ Station to which going to settle after retirement 		

User Requirement			
No	Requirement	Compliance (Yes/No)	Bidder Comment
	<ul style="list-style-type: none"> ▪ Family details ▪ Journey details ▪ Pay level and Basic Pay on the date of relieving ▪ Bank Account details <p>Documents to be uploaded:</p> <ul style="list-style-type: none"> ▪ Bill in prescribed format ▪ Certificate regarding new Place of settlement with distance from old one ▪ Reimbursement bill in prescribed proforma ▪ Rail/steamer/Bus/Taxi receipts/Boarding Pass ▪ Transportation charges bill ▪ Bank account details 		
26.	<p>T.A. on Tour: Government employee when deputed on temporary duty outside the head quarter is entitled for Travelling Allowance. When deployed for local duty beyond 8 KM from headquarter, employee is also entitled TA on local tour.</p> <p>Information required:</p> <ul style="list-style-type: none"> ▪ Name and Post held by Govt. employee ▪ Head quarter of government Employee ▪ Leave details, Boarding & Lodging details ▪ Details of Advance 		

User Requirement			
No	Requirement	Compliance (Yes/No)	Bidder Comment
	<ul style="list-style-type: none"> ▪ Journey details. ▪ Pay level of employee. ▪ Purpose of journey <p>Documents to be uploaded:</p> <ul style="list-style-type: none"> ▪ Bill in prescribed format ▪ Copy of approved tour Programme ▪ Certified Food Bill/ Actual Food bill/receipt ▪ Bill for Accommodation/ Hotel Charges Receipt ▪ Boarding Pass of Air/ PNR Number of Train Travel/Taxi/Auto receipt 		
27.	<p>Children Education Allowance/Hostel Subsidy: Admissible to all central government employees without any pay-limit, includes state government employee on deputation to Central Government, for education of their children.</p> <p>Information required:</p> <ul style="list-style-type: none"> ▪ Name of children and their date of birth ▪ Name of School and Class in which studying. <p>Documents to be uploaded:</p> <ul style="list-style-type: none"> ▪ Reimbursement Bill in prescribed proforma ▪ Certificate from School/College for study or self-attested copy report card or fee receipt. ▪ For Hostel Subsidy, certificate given by school should mention the amount incurred 		

User Requirement			
No	Requirement	Compliance (Yes/No)	Bidder Comment
	towards boarding and lodging and a certificate to the effect that school is located beyond a distance of 50 km from her/his residence/Headquarters.		
28.	<p>Medical Reimbursement: All government employees are eligible for treatment of self and family members in CGHS/ Government Hospital/Empaneled Hospital etc.</p> <p>Information required:</p> <ul style="list-style-type: none"> ▪ Name and Post held by Govt. employee. ▪ Name and relation of patient with government employee ▪ CGHS card details of both patient and govt. employee ▪ Basic pay. ▪ Details of Lab test/radiology /medicines /consultant <p>Documents to be uploaded:</p> <ul style="list-style-type: none"> ▪ Prescription of CGHS/Authorized Hospital ▪ Copy of CGHS Card ▪ Emergency Certificate for emergency treatment ▪ Original copy of bills of Hospital ▪ Cash Memo of Medicine purchase ▪ Dependency Certificate ▪ AMA Prescription and authorization letter 		

User Requirement			
No	Requirement	Compliance (Yes/No)	Bidder Comment
	<ul style="list-style-type: none"> ▪ Reimbursement/Adjustment Bill in prescribed proforma 		
29.	<p>News Paper Reimbursement: Every Government officer/ official carrying pay level 8 and above are entitled for reimbursement of newspapers on half yearly basis.</p> <p>Information required:</p> <ul style="list-style-type: none"> ▪ Name and Post held by Govt. employee. ▪ Pay level <p>Documents to be uploaded:</p> <ul style="list-style-type: none"> ▪ Reimbursement Bill in prescribed proforma/Certificate 		
30.	<p>House Building Advance (HBA): All permanent employees are eligible for HBA for construction/ purchase of a house/plot.</p> <p>Information required:</p> <ul style="list-style-type: none"> ▪ Name and Post held by Govt. employee. ▪ Pay level and Basic Pay ▪ Details of house and plot going to be purchased/ constructed. <p>Documents to be uploaded: (For purchase of land)</p> <ul style="list-style-type: none"> ▪ Agreement to sell ▪ No-encumbrance Certificate issued by Registrar/Sub-registrar ▪ Estimate prepared by Regd. Architect. ▪ Plan prepared by Regd. Architect and approved by competent authority. 		

User Requirement			
No	Requirement	Compliance (Yes/No)	Bidder Comment
	<ul style="list-style-type: none"> ▪ Affidavit declaring that no house/flat is owned either by the applicant or his/her wife/husband or minor children(s) individually or jointly in the town/urban agglomeration. ▪ Form No.5 of agreement (HBA-9), Surety Bond (HBA-13) Surety Bond Annexure-II (HBA-20), Personal Bond (HBA-19), Indemnity Bond (HBA-22), ▪ Current Pay slip. ▪ Land valuation Report. <p>Documents to be uploaded: (For purchase of a Flat)</p> <ul style="list-style-type: none"> ▪ Copy of certificate of registration of society ▪ Letter of allotment of land to the society ▪ NOC for mortgaging the flat and non-encumbrance ▪ Share-cum-membership certificate ▪ Estimate ▪ Demand notice ▪ Copy of approved building plan ▪ Agreement between applicant and the society ▪ Attested copy of the by-laws of the society ▪ Affidavit declaring that no house/flat is owned either by the applicant or his/her 		

User Requirement			
No	Requirement	Compliance (Yes/No)	Bidder Comment
	wife/husband or minor children(s) individually or jointly in the town/urban agglomeration		
31.	<p>TA Advance on transfer: All government employees are entitled for TA advance at the time on transfer for movement of an employee from one station to another station in the public interest.</p> <p>Information required:</p> <ul style="list-style-type: none"> ▪ Name and Post held by Government employee ▪ Family details ▪ Journey details ▪ Pay level and Basic Pay on the date of relieving <p>Documents to be uploaded:</p> <ul style="list-style-type: none"> ▪ Transfer Order ▪ Application for Advance 		
32.	<p>TA Advance on retirement: Advance is admissible only if official takes leave preparatory to retirement. Advance is not admissible after retirement.</p> <p>Information required:</p> <ul style="list-style-type: none"> ▪ Station to which going to settle after retirement ▪ Name and Post held by Govt. employee. 		

User Requirement			
No	Requirement	Compliance (Yes/No)	Bidder Comment
	<ul style="list-style-type: none"> ▪ Pay level and Basic Pay on the date of relieving <p>Documents to be uploaded:</p> <ul style="list-style-type: none"> ▪ Copy of Sanction of Leave for Preparatory to retirement ▪ Application for Advance 		
33.	<p>TA Advance on tour: Government employee when deputed on temporary duty outside the head quarter is entitled for TA advance i.e.80 <i>percent</i> of estimated expenditure.</p> <p>Information required:</p> <ul style="list-style-type: none"> ▪ Name and Post held by Government employee ▪ Pay level ▪ Approved tour programme <p>Document to be uploaded:</p> <ul style="list-style-type: none"> ▪ Approved Tour Programme ▪ Application for Advance 		
34.	<p>GPF Advance: Every Government employee is entitled to take GPF advance. Advance is admissible for illness of self, family or dependent, education, marriage or other ceremony, cost of legal proceeding, purchase of consumer durables etc.</p> <p>Information required:</p> <ul style="list-style-type: none"> ▪ Name and Post held by Govt. employee. ▪ Purpose for which advance required. ▪ Amount of advance required 		

User Requirement			
No	Requirement	Compliance (Yes/No)	Bidder Comment
	<p>Documents to be uploaded:</p> <ul style="list-style-type: none"> ▪ Application for Advance in prescribed proforma ▪ Sanction Letter 		
35.	<p>GPF part/final payment: Every Government Employee is entitled to take part/ final payment withdrawal from GPF after completion of minimum 10 years of service. Part/final is admissible for illness of self, family or dependent, education, marriage or other ceremony, cost of legal proceeding, purchase of consumer durables etc.</p> <p>Information required:</p> <ul style="list-style-type: none"> ▪ Name and Post held by Government employee ▪ Purpose for which part/ final withdrawal required <p>Documents to be uploaded:</p> <ul style="list-style-type: none"> ▪ Application for Advance in prescribed proforma ▪ Sanction Letter 		
36.	<p>Medical Advance: Medical advance is admissible to all government servants irrespective of pay limit for indoor patient in recognized hospital. Amount of advance is restricted to 90 % of the estimate.</p> <p>Information required:</p> <ul style="list-style-type: none"> ▪ Name and Post held by Govt. employee. ▪ Pay level and Basic Pay on the date ▪ Estimate from the recognized hospital for treatment ▪ Empanelled Hospital/CGHS & bank details of hospital 		

User Requirement			
No	Requirement	Compliance (Yes/No)	Bidder Comment
	<p>Documents to be uploaded:</p> <ul style="list-style-type: none"> ▪ Permission Letter from the Department/Office/Referred letter/ Authority ▪ Estimate from the hospital. ▪ Copy of CGHS card of both employee and patient 		
37.	<p>Computer Advance: All government employees are eligible for grant of personal computer advance of Rs.50,000 or actual cost of PC, whichever is less.</p> <p>Information required:</p> <ul style="list-style-type: none"> ▪ Name and Post held by Govt. employee. ▪ Advance required ▪ Details of previous advance taken <p>Documents to be uploaded:</p> <ul style="list-style-type: none"> ▪ Application in prescribed proforma (Form-VI of the compendium) ▪ Mortgage in Form-IV of the compendium ▪ Sanction Order 		
38.	<p>Telephone bill: Applicable to the Group A Officers, Welfare Assistant and Staff car driver for reimbursement of telephone charges.</p> <p>Information required:</p> <ul style="list-style-type: none"> ▪ Name & Post 		

User Requirement			
No	Requirement	Compliance (Yes/No)	Bidder Comment
	<ul style="list-style-type: none"> ▪ Pay level ▪ Amount claimed <p>Documents to be uploaded:</p> <ul style="list-style-type: none"> ▪ Copy of Telephone Bill ▪ Payment receipt 		
39.	<p>Office Bag: Certain category of Government officers are entitled for office bag for carrying official documents.</p> <p>Information required:</p> <ul style="list-style-type: none"> ▪ Name and Post held by Govt. employee. ▪ Pay level ▪ Cost of bag with in prescribed amount. <p>Documents to be uploaded:</p> <ul style="list-style-type: none"> ▪ Copy of Bill ▪ Sanction letter ▪ Payment receipt 		
40.	<p>Local Conveyance Bill: Journey performed by Government official within distance of 8 KM is entitled for local conveyance.</p> <p>Information required:</p> <ul style="list-style-type: none"> ▪ Name and Post held by Govt. employee. ▪ Amount incurred and purpose of journey. 		

User Requirement			
No	Requirement	Compliance (Yes/No)	Bidder Comment
	Documents to be uploaded: <ul style="list-style-type: none"> ▪ Conveyance bill counter signed and verified by BO. 		

Annexure-IV

DECLARATION

1. I, _____ Son/Daughter/wife of Shri _____, Proprietor/Director /authorized signatory of the agency/Firm mentioned above, am competent to sign this declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false/ misleading information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards Prosecution under appropriate law and forfeiture of the EMD.

Date :
authorized person
Place:

Signature of
Full name:
Seal: