Tender No: 87-ISW/2016 Website for Capacity Building

Limited Online Tender enquiry for

Identification of Service Provider for Study, Design, Development &

Maintenance of Web portal for Capacity Development of Indian Audit and

Accounts Department

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## **SECTION – I INVITATION TO BIDS**

## **Limited Tender Enquiry**

- 1. Office of the Comptroller & Auditor General of India (CAG) seeks proposals from tier III agencies empanelled with NICSI/NIC to participate in online tender for selection of Service Provider for "Study, Design, Development& Maintenance of Web portal for capacity development of the Indian Audit and Accounts Department.
- 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) <a href="https://eproc.gov.in/eprocure/app">https://eproc.gov.in/eprocure/app</a>. The tender document will also be available in <a href="http://www.cag.gov.in">http://www.cag.gov.in</a> 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 this portal 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'.

#### **Quick overview**

9. The following table provides a quick overview of the key activities and important dates about this tender.

S.No	Particular	Details	
1		Tender No: 87-ISW/2016 Website for	
	Tender Reference	Capacity Building	
2	Tender issuing Authority	Comptroller and Auditor General of India,	
	refluer issuing Authority	New Delhi	
3		Development and Maintenance of a new	
	Name of the Project	portal for capacity development for	
		IA&AD	
4	Cost of the Tender document	Nil	
5	Tender Fees	Rs 2000/-	
	Earnest Money Deposit	Rs 50000/-	
	Larriest Moriey Deposit	Payable at New Delhi	
6	Date of publication of NIT of tender document	28.2.2018 3 pm	
7	Bid document download date	1.3.2018 10 am	
8	Last date for sending of queries	7.3.2018 3 pm	
9	Date of providing clarification to queries	9.3.2018	

10	Start date for submission of bids	13.3.2018 10 am
11	End date & time for submission of Bids	22.3.2018 3 pm
12	Date of opening of Pre-qualification and Technical bid 23.3.2018 3.30 pm	
13	Date of technical presentation by bidders at O/o The Comptroller and Auditor General of India	26.3.2018 11 am
14	Declaration of Technical evaluation	27.3.2018 3 pm
15	Opening of Commercial Bids	28.3.2018 11 am
16	Address of communication	Principal Director (Information Systems) O/o CAG of India 9, Deen Dayal Upadhyay Marg New Delhi- 110124
17	E-mail Id	pdis@cag.gov.in
18	Contact Person	PD(IS) CAG office, New Delhi

10. No bid will be accepted after the deadline given in the schedule above.

J. S. Karape PD(IS) CAG office, New Delhi

#### <u>SECTION – II SCOPE OF WORK AND DELIVERABLES</u>

# 1. Project Background

The Comptroller and Auditor General (CAG) is the sole authority prescribed in the Constitution entrusted with the responsibility of audit of accounts of the Union and of the States. For details about the CAG organization, our website (<a href="www.cag.gov.in">www.cag.gov.in</a>) may be referred to.

To discharge this task in full measure in an ever changing environment is very challenging, and it is with this commitment to promoting good governance and accountability through public audit, that the Indian Audit & Accounts Department (IAAD) strives to constantly upgrade its professional skills and acumen by means of its robust training capacity that cuts across Group A, B & C personnel.

The training strategy is oriented towards supporting and strengthening the personnel in the performance of their roles and creating value through delivery of training and knowledge sharing. The strategy aims at increasing effectiveness by focusing on key priorities concerning training and capacity demands of the functional groups.

# 2. Project Objectives

Capacity building involves intensive training and knowledge sharing, and is the responsibility of the Training Wing at SAI India to put into practice this objective.

To aid in the capacity building a website is required for reaching out to staff in this endeavor and for quick and easy dissemination of content. At present, there is no separate website/ webpage for Training Wing and it is challenging to make available the content/materials to all the staff. Though, presently some content has been hosted in the KMS portal, its access is restricted to IA&AS officers. Training Wing has formed its own 'Reach Out' team which has been developing eLearning modules and complimenting handbooks and distributing the same to staff of IAAD through CDs and through 'WhatsApp'. However, by having a website, and hosting all contents there, and just making the staff familiar with the URL would facilitate the method of knowledge dissemination.

The objective of this project is to have a separate website for Training Wing of the Comptroller & Auditor General of India, to represent its activities, host its contents of eLearning modules, Structured Training Modules, case Studies, presentations, handbooks/manuals/reading materials, etc., for Training Wing to 'Reach Out' to staff, for the professional development of the auditors.

#### 3. Project Scope

The scope of the project is to have a separate website for the Training Wing of the office of CAG to facilitate the objectives of capacity building,. Viz.,

- Improving domain knowledge and its translation into training material
- Knowledge and information sharing
- Improving teaching and learning environment
- Improving learning outcomes

This project will cover the design and development of website for Training Wing. The following defines the project scope:

#### 3.1. Content of the website

## **3.1.1.** A home page defining the activities of Training Wing

#### About us

#### Introduction

The institution of the CAG of India has been entrusted with the responsibility to fulfil its Constitutional mandate. To discharge this task in full measure in an ever changing environment is very challenging, and it is with this commitment to promoting good governance and accountability through public audit, that the IAAD strives to constantly upgrade its professional skills and acumen by means of its robust training capacity that cuts across Group A, B & C personnel.

The training strategy is oriented towards supporting and strengthening the personnel in the performance of their roles and creating value through delivery of training and knowledge sharing. The strategy aims at increasing effectiveness by focusing on key priorities concerning training and capacity demands of the functional groups.

# **Activities of Training Wing**

- i. Capacity building in IAAD
- ii. Central Training Advisory committee meetings.
- iii. Finalising training for IAAS officers under mid career training policy.
- iv. Finalising of syllabus for Officer Trainees.
- v. Developing training material in conjunction with external academic institutions
- vi. Collaborative training arrangements with external institutions
- vii. Finalising of training calendars for all training institutes of IAAD
- viii. Developing eLearning Modules
- ix. Developing companion handbooks/training manuals
- x. Developing Structured training modules
- xi. Developing Case Studies
- xii. Developing Research papers
- xiii. Monitoring of conduct of training programmes, administrative, budget and other issues in all the training institutes of IAAD

## **Capacity Building**

Capacity building involves intensive training and knowledge sharing, and is the responsibility of the Training Wing at SAI India. The Training Wing functions under the DAI assisted by the Director General, a Sr. Administrative officer, Administrative officer, two Assistant Administrative officers and efficient support staff. The objectives of capacity building are

- Improving domain knowledge and its translation into training material
- Knowledge and information sharing
- Improving teaching and learning environment
- Improving learning outcomes

# **3.1.2.** Separate tab/page link for the following contents

Sl.No.	Heading	Contents	
a.	E-Modules	It is a menu driven self contained application package, containing text, videos (mp4) and audio (mp3) and pdf files.	
		and/or	
		Powerpoint presentations with embedded videos and	
		audio files.	
		Each E-module Size ranging from 100 MB to 1 GB	
b.	Learning videos	Videos on various topics	
		One video Size ranging from 100 MB to 1 GB	
c.	Learning Videos Mobile content	Compressed Videos (to reduce the size) for easy viewing in	
		mobile phones	
		Each video size ranges from 10 MB to 80 MB	
d.	Audios	MP3 files containing voice recordings	
		Each MP3 file size ranges from 10KB to 1 MB	
e.	Case Studies	Contains Word documents, PDF files, excel sheets, Videos,	
		Audios, and power point presentations.	
		Each case study size would range from 10 MB to 1 GB	
f.	Research Papers	Contains Word documents, PDF documents	
		Each research paper size would vary from 10 MB to 1 GB	
		size depending on number of supporting documents	
g.	Power Point Presentations	Power point presentation containing embedded videos, GIF	
		and audio files.	
_		One PPT size may vary from 10 MB to 1 GB	
h.	Manuals	Would be a word document or pdf document or an e-book	
_		Each manual's size may vary from 1 MB to 1 GB	
i.	Structured Training Modules	Contains Word documents, PDF files, excel sheets, videos,	
		audios, e-books and power point presentations.	
		Each case study's size would range from 10 MB to 1 GB	
j.	Miscellaneous Training content	Content in Word document, excel sheet, html, pdf	
	as per need (including	Size upto 500 MB to 1 GB	
	downloadable QR code images for access of content		
k.		HTML/URL links to other resource pages/websites	
K.	Links to other resource pages	Upto 10MB	
I.	Feedback forms	HTML forms/google docs	
		Upto 50 MB	
m.	Display of Training Wing email	HTML text content	
	id for feedback	Upto 10 MB	

The website should have capacity to host videos files which are developed by Training Wing. The website should be capable of handling large size files. The content should not be hosted on Youtube and streamed. The website should be developed so as to host all types of files.

# 3.1.3. Learning/Content Management System (open source LMS/CMS Tool)

- i. Easily editable content
- ii. Scalable feature sets
- iii. Automated templates
- iv. Web standards upgrades

- v. Workflow management
- vi. Delegation
- vii. Document management
- viii. Archives management

#### 3.1.4. Other features

- i. Separate section for "what's new" to indicate latest events
- ii. Separate section for Feedback
- iii. Separate section for Archived content
- iv. Separate section for "Contact us"

#### 3.1.5. Lists under tab

The content for the list will be provided after the main webpage design is finalized. As a sample, if Elearning module tab is provided in the main page then the tab page will contain the following list:

- 1. E-Module on Auditing in ERP Environment Oracle Financial
- 2. E-Module on Auditomg om SAP Environment
- 3. E-Module on CAG DPC Act
- 4. E-Module on Introduction to IT Audit
- 5. E-Module on ISSAI (4 module)

This list would increase as more E-modules are developed. On clicking the list, the user should be able to view/download the content pertaining to the particular E-learning module.

# 3.1.6. Video/Audio Gallery

This is a separate tab page where the video and audio content other than e-modules can be hosted. These content pertain to

- i. CAG and other dignitaries address
- ii. Lecture recordings (both video and audio)
- iii. Inspiring speeches, etc.

# 3.1.7. Language

The website should be bi-lingual viz., in English and Hindi and should be designed to support content both in English and Hindi.

# 3.2 Website design and features

The design principles and guidelines for the website should be same as that of CAG's website. The layout of the webpages can be similar to <a href="www.cag.gov.in">www.cag.gov.in</a> with tab pages, images, columnar arrangements and with the bottom of the page containing links to other websites. The security features, user interface, accessibility, navigation and other features of the CAG website is applicable to this website as well.

## 3.2.1 Website design

The website design should follow GIGW guidelines prescribed by the Government of India for Government websites at <a href="http://web.guidelines.gov.in">http://web.guidelines.gov.in</a>. and the following basic design principles should be incorporated in the website design:

Use consistent unified or common themes.

- ii. A basic shell with modestly-sized banner graphics or logos, signature icons and action buttons should be provided as a main page design and should be adaptable for each subsequent page.
- iii. There shall be a consistent and unique color scheme throughout the entire website.
- iv. IA&AD's logo should be placed on every page, the background graphic should be the same on every web page, and a navigation bar with key links should appear on every web page as well.
- v. Architecture should have flexibility to be scalable.
- vi. High reliability the website should be robust enough to protect itself against possible user errors.
- vii. Secured to protect from internal and external accidental or malicious access, misuse, or modification.
- viii. It should be optimized for operability across platforms and devices.
- ix. Leverage existing advancements in technology and use open source technologies as far as possible.

## 3.2.2 Universal accessibility

- i. The website shall be accessible to all irrespective of technology, platforms and devices. In other words, the agency should consider the broad spectrum of visitors, including general public, specialized audiences, people with mobile devices such as iPad, tablets and smartphones, people without access to advanced technologies and those with limited English proficiency.
- ii. The website shall be guided by Web Content Accessibility Guidelines (WCAG) and be friendly to disabled users by providing features such as the ability to increase font size, change text and background colors and navigate using the TAB button.
- iii. The National Emblem of India must be displayed on the Homepage of the Website as required in http://web.guidelines.gov.in
- iv. The homepage and all important entry pages of the website must clearly display ownership information either in header or footer.
- v. Link with the national portal http://www.india.gov.in.
- vi. Website should have a proper copyright statement and various other policy statements as prescribed in the GIGW guidelines.

# 3.2.3 Usability and accessibility

- i. Logical and intuitive links should be used.
- ii. The site should be designed for use on all major web browsers
- iii. The site should be mobile friendly
- iv. The site should not overwhelm the user with visual clutter.
- v. Design should be accessible to individuals with visual and reading disabilities, meeting Government of India requirements.
- vi. "Printer friendly" feature for all web pages should be incorporated.
- vii. The site design must be useable, offering a quick and user-friendly way to locate the information sought by user.

# 3.2.4 Navigational tools requirements

- i. Graphical navigation buttons or bars offering shortcuts and leading forward, back, roll up, roll down and back to the Home Page.
- ii. Information should be high in site structure. It should not be more than two clicks from Home Page.

iii. Must be navigable using TAB button

# 3.2.5 User Interface Requirements

- i. The user interface must be visually appealing offering a color scheme that is uniquely identifiable to the CAG office.
- ii. User interface navigation must be understandable without training, and the information must be logically organized.
- iii. The user interface must be responsive within 1-2 seconds of a page request by the user on all pages.
- iv. The user interface shall be compliant with established industry standards.
- v. There should be distinguishable contact models for varied interaction needs of stakeholders.

## 3.2.6 Data Interface

The website must be integrated/interfaced with related websites, applications and Databases. This interface could be re-direction, an explicit link or direct interface to the data based on the type of application to interface with. The support and maintenance personnel deployed should be capable of doing this. They should also be capable of retaining the existing content for versioning purposes.

#### 3.3 Users

- i. All staff members of IAAD
- ii. In-house training teams in all field offices,
- iii. CTIs/RTIs/RTCs of IAAD
- iv. External training institutions of other organizations
- v. Students/General Public

#### Website visitors

The visitor's interaction is limited to accessing of content and providing feedback/suggestions on the contents displayed.

# 4 Project deliverables

If all of the following deliverables are not met then the project will not be considered successful:

# Web portal

A tested and operational portal free of errors and meeting the specifications described in the Project Scope (refer to para 3 of this section)

## Government Framework and Policies

Framework with detailed guidelines regarding related policies and procedures, roles and responsibilities.

# Functional specifications

A study has to be conducted to understand the functional requirements. Functional specifications describe "what" needs to be done i.e. layout, logic and detailed functionalities of the proposed system.

# Technical specifications

A technical specification shall be drawn up for each functional specification, describing how the required functionality will be implemented.

# System development/customization

Based on the technical specifications, the system development, configuration and customization shall be done.

## Testing and roll-out

The developed system shall be tested for functional consistency and user acceptance. A roll-out and communication plan shall be developed and the roll-out of the system shall be conducted. On-site support during roll-out shall be provided.

#### Training materials and training

Tools shall be developed that can be used to train users in a classroom setting and/or allow users to train themselves. These may include presentations, documents and web-based training materials. Technical training of IT staff as well as Training-of-Trainers (TOT) for project team shall be conducted.

## User and administrator documentation

A comprehensive documentation will be made available to the users and administrators of the system, in order to explain to them how to respectively use and administer the system. A complete and thorough troubleshooting guide which provides corrective steps to users of all permission levels for all anticipated problems.

- A considerably good uptime. The Agency shall provide a minimum uptime guarantee of 98%
   [98% of 365 days] per year during the operations and maintenance period.
- Exit management plan (refer to Para 8 of this section)

# Helpdesk support

Post-rollout technical helpdesk support and bug-fixing within the warrantee period will be provided.

# 5 **Project teams**

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

## i. CAG Project Manager

Planning, monitoring and management of the project

#### ii. CAG project Team

Responsible for implementation of all decisions related to the functioning of the website and on-time delivery.

#### iii. Training Wing

Provide technical inputs and assistance during and post development.

# 6 Project Development

Based on the functional specifications, system development and coding will be carried by the Agency. 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 and resources. Relevant professional experience of the task manager and team members is essential during the proposal review.

# 6.1 Security and GOI guidelines

Developer should follow Government of India Guidelines in the development of the website with respect to the following:

- i. Layouts/ styles in the website
- ii. Scripting languages
- iii. File formats
- iv. Validation & testing
- v. Web application security

The website security standards and GOI guidelines should be complied with. Following points may also be kept in view for completion of the project:

- i. The website must comply with industry standard security protocols
- ii. The Agency should arrange for the security audit of the website during phase III(para 10 of this section) through a CERT-IN empanelled security auditor and comply with any additional work arising out of such audit at no additional cost. The security audit shall result in a 'safe to host' certificate for the website to be hosted in NIC's servers.
- iii. The website must comply with GOI guidelines for Govt. websites (GIGW)
- iv. The web site must log content changes

The Agency is encouraged to offer features beyond the above requested set.

#### 6.2 Additional Features

- i. Multilingual features: The website must contain option to manage content using at least two languages (English and Hindi) and should enable the system to incorporate more language options if required. System should be UNICODE compliant.
- ii. The Agency is also expected to develop a workflow which defines how the non-English language versions of custom content (menus, labels, HTML-text, etc.) can be continuously monitored for inconsistencies and updated on an ad-hoc basis.
- iii. Performance- The website should be optimized in such a fashion that it should cater to the needs of low bandwidth connections. The user should also be given the choice of opting high / low performance modes. Should have a mobile compatibility so that the content could be accessed from smart phones without compromising the visual capabilities.
- iv. Agency is encouraged to offer features beyond the requested set that can improve the overall efficiency of the website.
- v. Bidder is required to specify a suggested implementation methodology / approach for the proposed solution. This may include but not necessarily limited to approach paper, concept demo, time lines, phases, milestones, testing and training.

# 7 Project Tenure

The total consultancy duration will be 42 (forty two) months.

- Development Phase -- 6 Months
- Warranty including on-site support and maintenance- 1 year
- Operation and maintenance -- 2 Years

# 8 Exit Management Schedule

This schedule sets out the provisions which apply on expiry or termination of work contract/agreement, the project Implementation, Operation and Management and Statement of works.

Agency should also run the system for one month along with the new service provider identified after the three years period to make sure that the new service provider shall be completely aware of the system.

#### 9 SLA's & Penalties

S. No	Service Metrics parameters	Baseline metrics	Basis of measurement	Remarks	Target	Penalty
1	Portal response time	Static web pages of the portal, instance <=1 sec	Reports submitted by Agency	Sample and random audits may be done by	>=99.7%	No penalty
		Dynamic web pages of portal <=2 sec	,	designated <99 authority using 99.	<99.7% - >= 99.5%	1% of the QGR
				broadband as well as dial up	<99%	2% of the QGR
2	Web Portal Load Testing	Conduct load testing on the Portal every 2-3 Months	Reports submitted by Agency	Quarterly MIS reports.	Should handle 100 concurrent users with response time of < 2 seconds with no error/reconn ection issues	2% of QGR

# Facility Management Timings of Support Staff to be deployed with User Department

SI.	Description	Duration	
No.			
1	Timings	24 x 7	
2	Prime Time	9am to 6 pm	
3	Period	Three years (from the date of successful Go-Live)	

# **10 Project Delivery Stages**

Work will consist of four stages according to the following timeline and expectations. The entire project must be completed within six months of date of starting of operations:

# **Phase I: Beta Version Release**

The Agency will release the beta version of the website within two months from the date of starting of operations. The beta version will be made fully functional with required modules/videos/ case studies/documents/data, however the beta version is not required to have the value added features to be added in Phase II. The beta should be accessible to all CAG users in all locations through an appropriate mechanism agreed to by CAG. Feedback on the beta version must be collected and compiled by the Agency for improvements in the final website.

#### Phase II

The Agency will add the following value added features to the website in this phase. This phase is to be completed within a period of one month from the date of starting of operations.

- a. Optimizing search function and search database- This will include, among other things, developing keywords and tags for Search, tagging of sets of database and any other documents provided by CAG to the Agency personnel, development and installation of the search engine, search engine optimisation and any other work related to creation of a comprehensive search facility and database and fairly presentable search results.
- b. Linking of existing databases and applications to the website.
- c. In addition, the feedback received in the beta version stage must be incorporated, as appropriated in this stage.

#### Phase III

Final acceptance testing, compliance with GIGW guidelines, security audit and successful compliance with its observations, moving the website to production server and going live. This phase is to be completed by the Agency within four months from the date of starting of operations.

#### **Phase IV**

The Agency will provide extensive training to staff selected by CAG about the usage of various functionalities of the website including tagging of database, working with the LMS/CMS and security protocols. In this phase, the Agency will also hand over all documentation related to the website including the source code, text, design, trademarks, content or other artwork as well as the training manuals, videos etc. for future training. This phase will run concurrently from Phase II onwards.

Note: Time frames for individual phases can be rescheduled as per mutual agreement subject to total time of all four phases put together remaining the same.

# 11 Indicative Project Plan

S.	Activity/Task/ Milestones	Time to Completion (in
No.		Weeks**)
1	Project Start	T from Signing of Contract
2	Finalization of System Requirement Specifications & Design of	T+1
	Web Portal	
3	Completion of Beta version of the website	T + 7
4	Completion of Phase II	T + 11
5	Unit Testing	T + 12
6	Commissioning of the Portal	T + 13
7	Design document & manuals handover to end customer	T + 14
8	User Acceptance Test & Completion of Training	T + 16
9	Completion of Security Audit & GIGW Audit	T + 23
10	Project Sign-off & declaration of Go-Live	T + 24

The Bidder shall submit a detailed project plan on the commencement of the project. Department may also prioritize the deliverables and can ask the Agency to incrementally implement the high priority items initially during the development phase.

# 12 Implementation process

The following section specifies the expectations from the Agency regarding development, testing, roll-out, and post roll-out support, documentation and testing. The Agency will provide expected delivery and implementation schedules for all activities within the scope of work.

#### 13 Development

Based on the functional specifications, system development and coding tasks will be carried by the Agency. 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 and resources. Relevant professional experience of the task manager and team members is essential during the proposal review.

# 13.1 Testing

Development and initial testing will be done using the Agency's resources and the user acceptance testing will take place at Training Wing of the CAG. CAG will provide the infrastructure for a testing environment where all required tools and customizations are to be installed and configured by the Agency in close collaboration with CAG.

The Agency is expected to develop a testing plan for User Acceptance Testing and undertake comprehensive and analysis testing with various audiences in Training Wing at selected stages of the development process. User Acceptance Testing will be performed by selected users deployed by CAG. It is expected that user feedback is documented and respective system design or workflow adjustments are discussed with the CAG representatives.

#### 13.2 Roll-out

Before roll-out, the Agency shall install and configure the respective environment on the production server (external hosting agency) and ensure successful transfer of the website from the testing environment to production environment where final sign off of the project will be done by CAG. The Agency will prepare a roll-out and communications plan.

#### 14 Performance

The website should be designed and implemented in a way that the needs of users with low-bandwidth connection to internet are accommodated. This will require significant optimization to review or remove unnecessary code and reduce the file size of downloaded pages as much as possible. The Agency is expected to have expertise in performance optimization of website and provide extensive performance testing and tuning so that fast download times from low-bandwidth duty stations are ensured. Balance of text and graphics is recommended, targeting to an average page load time of 15 seconds or less (on 56K modem connection).

#### 15 Documentation

The documents issued, created or executed in connection with the Project, including, but not limited to, the Requirements document, Design document, Quality document and other documents should be prepared in standard format and handed over to CAG at the time of User Acceptance Test.

# 16 Progress Reports

Fortnightly report on progress detailing the activities undertaken each fortnight along with the plan activity for the next fortnight shall be submitted by the Agency to CAG.

The purpose of receiving these reports is to track progress and provide an opportunity for the developers to present any problems to the project manager.

# 17 Support, Maintenance and measuring success

Portal maintenance includes technical and portal management support to be provided to the CAG office during the period of maintenance.

The Agency needs to provide one year warranty and two years' maintenance for the portal after golive for fixing defects/ minor and major issues or updates in the portal or the LMS/CMS. The maintenance team should be well managed by a designated project manager. The charges for the annual maintenance should be a part of the financial quote. During the annual maintenance period, the Agency shall attend to the defects / issues within twelve hours of intimation from CAG. However, 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. In addition, the Agency will also be required to carry out the following activities during the maintenance period:

- 1. Upgrade/update content and structure of the website.
- 2. Update content on the website on a regular basis, as provided by the CAG office or the working groups. Assume the role of the content managers for the entire portal, till instructed by CAG to transfer the same to the nominated persons.
- 3. Manage and maintain the portal, including hosting facility with secure server.
- 4. Regular monitoring of the website with 24 X 7 monitoring tools and intrusion detection system facility
- 5. Fortnightly full backup of website through the duration of the contract.
- 6. Provide a report on site traffic statistics and search engine analysis reports on a monthly basis.
- 7. Give monthly updated reports to CAG about the number of visitors, geographical distribution of visitors, average time spent on the website, most visited sections/pages etc. besides other analysis.
- 8. Give monthly report on the response time.
- 9. Show number of visitors to the website, on the homepage.
- 10. Content Management redesign the LMS/CMS, edit, revise, update or create new textual content and graphics on existing pages based on CAG/ Working Groups request.
- 11. Redesign Layout/homepage according to CAG's strategy periodically.
- 12. Database requires periodic bug fixing, troubleshooting and the periodic update of searchable
- 13. Maintain the site search engine of the site by ensuring that any content updates and new pages are searchable.

# 17.1 Training

From Phase II of the project, the Agency will review training needs, design a training plan and develop material for end users and content manager/administrator training. The Agency will provide a Training of Trainers (TOT) training to the project team so it will be able to offer training to the website users and content managers/administrators in the future. Training will also be provided by the Agency to selected staff of the CAG. It will also provide an understanding of the web site, database and infrastructure configurations used in the implementation.

Description of services for training users on usage of the website:

- How to upload content
- Training in working with the operating Content Management System (CMS)/Learning Management System(LMS)
- Updating and making available new enhanced functionalities during development, maintenance and support period as and when required.

• Training on metadata structure for CAG staff. This will include tagging of database/documents for uploading to search database.

#### 17.2 Helpdesk support

Helpdesk support for the warranty period must be provided by the Agency. 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 Agency will in addition propose a concept and make recommendations on adequate workflows and staffing which will enable 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 content managers, website 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.

# 17.3 Ongoing Maintenance, support and warranty

The Agency should provide free of charge of onsite support for the website for one year after successful delivery of the project. One dedicated resource should be deployed for onsite support. IAAD reserves the right to not extend the contract for website support in the future. The support may include;

- i. Support and fixation of bugs
- ii. Support of failures
- iii. Providing user guidance
- iv. Ensuring availability of website
- v. Updating the data provided by the stakeholders
- vi. Additional features/ functions to be implemented if found necessary

The Agency shall develop/customize a web enabled tool for logging and tracking complaints and to generate MIS reports on the issues to monitor the SLAs. The support will be classified in following types:

- i. Support and fixation for bugs
- ii. Support for failures
- iii. Provide guidance to users in using the website
- iv. Ensure application and database availability
- v. Updating website with reports/ documents/ media provided
- vi. Any new technical/functional enhancements required to be implemented after warranty shall be executed at a reasonable, mutually agreed cost and timelines if any.

#### 18 Copyrights and trademarks

The source code, photos, text, design, trademarks, content or other artwork furnished in the designing of the IAAD website shall be owned by IAAD upon the successful implementation of the website.

#### **SECTION – III 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 tender. 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 major 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 thereunder or Public Sector Undertakings. If at any stage of the tendering process or during the currency of the Contract, any suppression / falsification of such information is brought to the knowledge of CAG, CAG shall have the right to reject the bid or terminate the contract, as the case may be, without any compensation to the Bidder.

#### 2. Tender Rejection Criteria

Even though the Bidders meet the above qualifying criteria, they are subject to 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 shall not be entertained.
- 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. 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

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

#	Pre-Qualification Criteria	Supporting Documents to be submitted
1	Legal Entity:	Bidder should submit the following:
	a) Bidder must have registered with the GST authorities	Copy of GST Registration Certificate.
	b) Should have a PAN card	Copy of PAN card
2	Past Experience The Bidder should have expertise in	Bidder should submit the following:
	Development of Web Portals / websites for State/ Central	a) Bidder should submit the PO / Work
	Government / PSUs or any other public body of repute.	orders.
		b) Work completion certificates /
		Performance Certificate / Satisfactory
		certificate duly signed by the authorized
		signatory from the Client end.
3	Manpower Deployment The Bidder should have employed at	Bidder should submit a self –certificate
	least 5 IT Professionals as on bid calling date.	by the authorized signatory.
	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.	
4	Blacklisting The Bidder should not be blacklisted by any	Bidder should submit a self-declaration it
	Central/state Government, Ministry or Agency for breach of	is not black listed and is not in any legal
	Contractual Conditions as on bid calling date. The Bidder	dispute as on the bid calling date. Self-
	should also not be entangled in any legal disputes with any	Declaration Certificate to be enclosed in
	Govt. / PSU body.	the bid duly signed by the authorized
		signatory on its company letter head.

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 as on date of bidding. An undertaking in this regard should be submitted by the Bidder.
- c. If the Bidder is not having local presence in Delhi, they will have to ensure that the IT professional in-charge of maintenance of portal will be available on call at any time.
- d. Bids can be submitted by the Bidder only and all the prequalification and technical criteria to be met by the Bidder with sufficient proof.
- 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. Tender Fee, Earnest Money Deposit shall be submitted by the Bidder.
- 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 of only those Bidders who meet the qualification criteria will be opened for further evaluation. Technical proposals will be evaluated based on the following criteria:

Sl. No.	Description	Weightage	
1	Past Experience	30	
	Experience in website projects with implementation of Learning Management System (LMS)/Content Management Service (CMS)	15	
	Experience of working on Government/PSU Projects certified by CERT-IN empanelled security auditors		
2	Resources proposed (CV's to be attached)  Qualified technical resources to be deployed for the project	20	
	1 Project leader	10	
	2 web developers	10	
3	Technical Solution proposed	50	
	Understanding of project requirement	5	
	Completeness of the solution proposed	10	
	Method proposed for enhanced Search	10	
	Overall Approach and Methodology*	25	

<sup>\*</sup>Bidders are required to make a presentation on the technical solution proposed by them to address the requirements in the RFP on the date mentioned in Section I of the RFP.

Only Bidders who score more than 70 marks (Seventy) marks in Technical process will qualify for Commercial evaluation process.

# 4.3. Commercial Evaluation Criteria

#### **Component A**

S.No	Item Description	Rate (Including all Taxes) in lakh
1	Requirement analysis, Design, Development and testing of website including 1 year warranty. Warranty period starts from the date on which all phases of the contract have been delivered successfully and includes onsite support and maintenance	
	Support and maintenance	

# **Component B**

S.No	Item Description	Rate (Including all Taxes) in lakh			
1	Cost of operations, maintenance, on-site support, modification of any part of the CAG's website for two years (Year 2 and Year 3) after completion of warranty period	Year 2 Year 2 Year 3 Year 3  1st half 2nd half 1st half 2nd half			
	Total				

**Important Note:** Only the Bidders who score more than 70 (Seventy) marks in Technical Evaluation process will qualify for Commercial Evaluation process. 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 Fn = Fmin / Fb \* 100

Where Fn = Normalized financial score of the Bidder under consideration Fb = Evaluated cost for the Bidder under consideration Fmin = Minimum evaluated cost for any Bidder

#### 4.4. Evaluation of Bid - Final Evaluation

The overall score will be calculated as follows:

#### Bn = 0.70 \* Tn + 0.30\* Fn

Where Bn = overall score of Bidder under consideration Tn = Pre-qualification cum Technical score for the Bidder under consideration Fn = Normalized financial score of the Bidder under consideration. **The Bidder with the highest marks is the L1 Bidder.** 

# 5. 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.

# 6. 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 guoted 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.

# 7. Cost of Bidding

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

# 8. 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 the tendering authority 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.

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.

# 9. Submission of bids

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 two parts containing the documents mentioned in the table below:

S.No	Item	Formats (Reference Formats given in Section V)			
	Envelope – A Pre-Qualification and Technical Proposal documents				
1.	Tender fee and Demand Draft for Earnest Money Deposit (EMD)	Proof of payment of tender fees and EMD			
2.	Bid Proposal sheet	Form1			
3.	Bidder's Authorization Certificate	Form 2			
4.	The documents establishing Bidder's eligibility, past experience and qualification requirements	Form 3			
5.	Self-Declaration certificate as required	Form 4			
6.	Certificate of Conformity as required	Form 5			
7.	Financial information about the Bidder	Form 6			
8.	Proof of Legal entity	PDF documents of:     GST registration     PAN card     NICSI empanelment certificate			
9.	Resumes of team members	Form 7			
10.	Documents on proposed solution and approach and methodology for implementation	Not more than 15 pages			
Envelo	Envelope – B				
1.	Commercial Proposal	Form 8 (BOQ_XXXX.xls)			

# 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-8, 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.

# **10.** 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 CPPP 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.

## 11. Tender Fees and Earnest Money Deposit

- a. The Bidders are required to deposit Tender fees of Rs.2,000 (Rupees two Thousand only) and Earnest Money Deposit (EMD) of Rs.50,000 (Rupees Fifty Thousand only) in the form of two separate 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 Tender Fees and EMD, in an envelope, should be posted/couriered to Principal Director (Information Systems), office of the Comptroller and Auditor General of India,
   9 Deen Dayal Upadhyay Marg, New Delhi – 110 002 before the bid submission deadline given in Section I.
- c. 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).
- d. Tender Fees and EMD shall be in Indian Rupees only.
- e. The FMD 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.

# 12. 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 by the Tendering Authority as non –responsive.
- b. In exceptional circumstances, the Tendering Authority 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.

## 13. 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).

b. 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.

#### c. Withdrawal of Bids

- The Bidder may withdraw its bid after the submission, provided that notice of withdrawal is received by the tendering authority 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.

# 14. 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 two 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 tending authority. The following is the procedure for evaluation.

#### 15. 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.

# 16. 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 70 marks will qualify for the evaluation in the commercial process.

#### 17. Evaluation of commercial bids and final evaluation

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

#### 18. 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.

# 19. Contacting the Tendering authority

- a. No Bidder shall contact the Tendering Authority on any matter relating to its bid, from time of opening to the time the contract is awarded. If additional information is to be brought to the notice of the Tendering Authority, it should be 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 its bid security.

#### 20. Award of Work

- a. The finalization of the tenders 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's 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.

# 21. Tendering Authority's 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's action.

## 22. 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.

## 23. Signing of Contract

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

#### 24. Performance Guarantee

Within 15 days after receipt of notification of award of the Contract from CAG, the successful Bidder shall furnish a performance guarantee bond to CAG, which shall be equal to 10 percent of the value of the contract. The performance guarantee shall be in the form of a standard bank guarantee bond from a Nationalized/scheduled Bank. A sample proforma is given in Form-9, Section V.

# 25. Post-warranty support for operations, maintenance and modification

As part of the commercial bid (see Component B of the commercial bid evaluation above), Bidders are required to quote for two years (post-warranty) support to undertake operations, maintenance, support, and modification of the website which may be extended.

#### 26. Payment Terms

The payment shall be made commensurate with the timeline in Project delivery stages mentioned in Para 10 of Section III.

SI. No.	Payment Milestone	Payment %
1	Beta-version successful release and acceptance	10%
2	Second phase successful completion and acceptance	10%
3	Third phase successful completion and acceptance	10%
4	Fourth phase successful completion and acceptance	10%
5	Design document & manuals handover to end customer	10%
6	User acceptance test , completion of training , project sign-off & declaration of Go-Live	50%
7	Operation and maintenance amount shall be amortized over a period of 3 years and payment shall be made in 12 equal quarterly instalments. Payment shall be made after successful acceptance at the end of each quarter.	

# 27. Corrupt or Fraudulent Practices

CAG requires that the Bidders/Agency under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, 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 Bidder's tender will be ineligible for further processing.

# 28. Decision Taken

The decision taken by the CAG in the process of tender evaluation will be full and final.

#### SECTION –IV CONDITIONS OF THE CONTRACT

#### 1. Definitions

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

- i. "The Contract" means the agreement entered into between the Tendering Authority 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;
- ii. "Bidder" means any vendor that is participating in the tender process.
- iii. "Agency" is the successful Bidder to whom the contract will be awarded.
- iv. "Contract Price" means the price payable to the agency under the Contract for the full and proper performance of its contractual obligations.
- v. "CAG" means the Office of the Comptroller & Auditor General of India, New Delhi.
- vi. "Tendering Authority" means the Office of the Comptroller & Auditor General of India, New Delhi.
- vii. "IAAD" means the Indian Audit & Accounts Department (IAAD).

# 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

- i. The agency shall not, without the Tendering Authority'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 Tendering Authority 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.
- ii. Any document, other than the contract itself, shall remain the property of the Tendering Authority and shall be returned (in all copies) to the Tendering Authority on completion of the Agency's performance under the Contract if so required by the Tendering Authority.
- iii. The agency shall permit the Tendering Authority to inspect the Agency's accounts and records relating to the performance of the Agency and to have them audited.

## 4. Patent Rights

The Agency shall indemnify the Tendering Authority 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 Tendering Authority 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:

- i. The services to be provided by the agency.
- ii. The quality of the developed Solution & or the deployment of the solution.
- iii. 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 Tendering Authority's change order.

## 6. Delays in the Bidder's performance

- i. Performance or the contract shall be made by the Bidder in accordance with the time schedule specified by CAG as indicated in tender document.
- ii. 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.
- iii. 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, it's likely duration and its causes.
- iv. 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 week 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 does not execute the contract to the satisfaction of the Tendering Authority then it may invoke any or all of the following clauses.

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

Detailed clauses on SLA are brought out in **Annexure –I of Section VI.** 

## 10. Termination

CAG may terminate this contract in whole or in part by giving the Agency prior and written notice indicating its intention to terminate the contract under the following circumstances:

Where it comes to CAG's attention that the Agency is in a position of actual conflict of interest
with the interests of CAG in relation to any of terms of the Agency's bid, the tender or this
contract.

- Where the Agency's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever including inter alia the filing of any bankruptcy proceedings against the Agency, any failure by the Agency to pay any of its dues to its creditors, the institution of any winding up proceedings against the Agency or the happening of any such events that are adverse to the commercial viability of the Agency. In the event of the happening of any events of the above nature, CAG shall reserve the right to take any steps as are necessary to ensure the effective transition of the project to a successor agency, and to ensure business continuity.
- Retain such amounts from the payment due and payable by CAG Office to the Agency as may be
  required to offset any losses caused to CAG as a result of such event of default and the Agency
  shall compensate CAG for any such loss, damages or other costs, incurred by CAG in this regard.
  Nothing herein shall effect the continued obligation of the Agency / other members of its Team
  to perform all their obligations and responsibilities under this Contract in an identical manner as
  were being performed before the occurrence of the default.
- Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce
  the Deed of Indemnity, recover such other costs/losses and other amounts from the Agency
  may have resulted from such default and pursue such other rights and/or remedies that may be
  available to CAG under law.

# 11. 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.

# 12. 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.

## 13. 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.

## 14. 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.

# 15. Publicity

The Agency shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the CAG Office first gives the Agency its written consent.

# 16. 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.

- i. Force Majeure 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.
- ii. If a force Majeure situation arises, the Agency shall promptly notify the Tendering Authority in writing of such conditions and the cause thereof. Unless otherwise directed by the Tendering Authority 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 by The Tendering Authority regarding the processing of this tender 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

- i. 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 Tendering Authority.
- ii. The Agency will abide by the job safety measures prevalent in India and will free the Tendering Authority 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.
- 22. The Agency is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanor. 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. The Intellectual Property Right (IPR) of the source code and documentation and design will be with CAG. The Agency will have to submit source code and required documentation to CAG and 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.** 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 tender/s without assigning any reason whatsoever thereof or may terminate the tender 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 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 tender document or the contract document, CAG's interpretation of the clauses shall be final and binding on all parties. Conditional tenders shall be summarily rejected.
- **26.** CAG is free to phase out the work if it feels it is necessary.

### **SECTION-V BID FORMATS**

### Form 1 - Bid Proposal Sheet

Bidders Propos	al Reference No. and Date :
Bidders Name a	and Address :
Person to be co	ontacted :
Designation:	
Telephone No(	s):
Telex No. :	
Fax No.:	
Subject :	Proposal for web portal for Training Wing
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 CAG's Website as specified in the Bidding documents.

## 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 altercated 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 and Tender fees

We have enclosed a Demand Draft of Rs.2,000/-(Rupees Two thousand only) towards tender fees. We have also enclosed a Demand Draft of Rs 50,000/ (Rupees Fifty thousand 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-8, Section V; attached with our proposal as part of the Commercial Bid.

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	Principal Dired	ctor(IS),						
CAG	office, New D	elhi						
	<bidder's< td=""><td>Name&gt;</td><td></td><td></td><td></td><td></td><td></td><td>ignation</td></bidder's<>	Name>						ignation
the	company	in dealing	with Tend	er of i	reference	levant docu <tender ad meetings</tender 	No. &	Date
& co	mmercial info		y be required b			_		
Thar	nking you,							
Auth	norised Signato	ory.						
<cor< td=""><td>mpany Name&gt;</td><td>&gt;</td><td></td><td></td><td></td><td></td><td></td><td></td></cor<>	mpany Name>	>						
Seal								

# Form 3 - Work Experience Certificate

Name of the firm:

Period : Fro		to -						
Order No.	Order	Solution		of	Date	of	Remarks	Other
& Date	Placed by (full	provided (Agency)	order i Rupees	n	completio	on	indicating reasons for delay ,	Remarks
	contact		·	-	As per	Actual		
	address of such				contract		if any	
	agencies)							
Date :								
Place :								
Signature o	Signature of the Bidder :							

NOTE: Please provide copies of valid Work Order or Certificate of Completion (for completed projects) from authorized client officials.

# Form 4 - Self Declaration

Ref:	Date:
То,	
The Principal Director(IS),	
CAG office, New Delhi	
In response to the tender No	dated of
	as a owner/partner/Director of
	I / We hereby declare that our Agency
& fraudulent practices either indefinitely or for	past record and was not declared ineligible for corrupt raparticular period of time.
-	ncy is not blacklisted/ De-registered/ debarred by any rtaking/ Private Sector/ or any other agency for which rvices during the last 5 years.
Name of the Bidder:	
Signature:	
Seal of the Company:	

# Form 5 - Certificate of Conformity

Date:
То,
The Principal Director(IS),
CAG office, New Delhi
<u>CERTIFICATE</u>
This is to certify that, the service for system analysis and design, development, implementation maintenance and Support of Website for Training Wing which I shall provide, if I am awarded with the work, are in conformity with the Scope of Work in the Tender document.
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 2014-15		FY 2015-16		FY 2016-17		Average Turnover	
Particulars	Total	From relevant services	Total	From relevant services	Total	From relevant services	Total	From relevant services
Turnover (Rs.'000)								
Profit (Rs.'000)								

# Form 7 - Format for Resumes

1	<b>Proposed Position</b>						
2	Name of the Firm						
3	Name of the Staff						
4	Date of Birth						
5	<b>Education Details</b>						
7	Summary of Key Training and Certifications						
9	Languages	Language	Reading	Writing	Speaking		
10			<u> </u>				
		From/To					
	Employment Record	Employer					
		Position he	ld				
		From/To					
		Employer					
		Position he	ld				
		From/To					
		Employer					
		Position he	ld				
	Work Undertaken that B	est Illustrates	Capability to	Handle the	Tasks Assigne	ed	
	Name of						
	assignment or project:						
	Year:						
	Location:						
	Client:						
	Main project						
	features:						

Positions held:	
Activities	
performed:	
Name of	
assignment or	
project:	
Year:	
Location:	
Client:	
Main project	
features:	
Positions held:	
Activities	
performed:	
Name of	
assignment or	
project:	
Year:	
Location:	
Client:	
Main project	
features:	
Positions held:	
Activities	

## Form 8 - Commercial Bid Format

## **Component A**

S.No	Item Description	Rate (Including all Taxes) in lakhs
1	Requirement analysis, Design, Development and testing of website including 1 year warranty. Warranty period starts from the date on which all phases of the contract have been delivered successfully and includes onsite support and maintenance	

## **Component B**

S.No	Item Description	Rate (Including all Taxes) in lakhs				
1	Cost of operations, maintenance, on-site support, modification of any part of the CAG's website for two years (Year 2 and Year 3) after completion of warranty period	Year 2 Year 2 Year 3 Year 3  1st half 2nd half 1st half 2nd half				
	Total					

(In Figures)
(In words)

Note: The format is provided along with the tender document in BOQ\_XXXX.xls in the portal. Bidder is advised to download the same, quote their rates and upload it on to the portal.

# Form 9 – Performance Guarantee Bond Proforma

Ref:	Date			
	Bank Guarantee No			
To,				
The Principal Director(IS),				
CAG office, New Delhi				
Against Contract vide Advance Acceptant services for CAG's Website to be implemed Said Contract") entered into between Bidder"), this is to certify Bank are holding in trust in favor the sum here in words) to indemnify and be caused to or suffered by CAG by reason We agree that the decision of CAG, who said contract and / or in the performation amount of loss or damage that has been and the amount of the said loss or damage demur to CAG.	cented in the said locations  CAG and the  that at the request our of the client, the amount_ keep indemnified CAG against on of the said Contract and / on the said Contract and / on the said the said contract and / on the said contr	(Hereinafter called " The (Hereinafter called the "The of the Bidder we (write any loss or damage that may r in the performance thereof. e terms and conditions of the itted by the Bidder and the nall be final and binding on us		
weshall remain in full force and effect performance and fulfillment in all refuse. The date upto 24 months after the date and that if any claim accrues or arise	during the period that coult respects of the said Contract date of closure of the contract es against us	d be taken for satisfactory act by the Bidder i.e. till t) hereinafter called the said  Bank by virtue of		
this guarantee before the said date, the some notwithstanding the fact that the same that the notice of any such claim has been said date. Payment under this letter condice to that effect from CAG.	is enforced within six months en given to us Ban	after the said date, provided k by the purchaser before the		
	is effective from the date of to not to revoke this guarantee			
the consent in writing of CAG.				
We undertake to pay CAG any money so by the Bidder in any suit or proceedings liability under this present bond being ab	pending before any Court or	, ,		
The payment so made by us under this bond shall be a valid discharge or our liability for paymen				

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					
to forebear or enforce any of the tern	ns and conditions relating to the said Contract and we,				
Bank shal	Il not be released from our liability under these guarantee				
omission on the part of CAG or any other	tension being granted to the said forbearance and / or matter or thing whatsoever, which under the law relating				
	have the effect of so releasing us from our liability under				
this guarantee.					
The guarantee is for an amount of F	Rs (In figures Rs.				
).	,				
This guarantee shall not be discharged o	due to the change in the constitution of the Bank or the				
Bidder.	ade to the change in the constitution of the bank of the				
DATE: -					
PLACE:	SIGNATURE: -				
1 11 (02)	SIGIVITORE.				
WITNESS: -	PRINTED NAME:				
(BANK'S C	OMMON SEAL)				

## **SECTION-VI ANNEXURE-I: SERVICE LEVEL AGREEMENTS**

SLAs	SLAs for 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 within 4 hours from the time of reporting by CAG	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 an 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 OR  When there is a minor deviation in the application outcome that is not as per feature requirement.	Agency to resolve such problems within 1 working day from the date and time of reporting by CAG	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 or  When there is a Major deviation in the application outcome and is not as per feature requirement or  When there is an unwarranted event such as Application crash etc	Agency to resolve such problems within 2 working days from the date and time of reporting by CAG	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.

SLAs for Attendance of Personnel provided by Agency				
SNo	Service level	Service Breach Severity	Penalty	
1	Attendance of personnel on all working	A resource absent up to 3 working days in a calendar month as above	The deduction will be made on prorate basis that is man days cost of that resource multiplied by number of days of absence.	
	days	A resource absent more than 3 working days in a calendar month	In such a case the penalty shall be 110% of the pro-rata rate of that resource. That means 1.10 times the man days cost of that resource multiplied by number of days of absence.	
		A resource is continuously absent for more than 30 days.	In such a case the penalty shall be 120% of the pro-rata rate of that resource. That means 1.20 times the man days cost of that resource multiplied by number of days of absence.	

### 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.

## 2. 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. Upgrade/update content and structure of the website. Update Content provided by the CAG office on the website on a regular basis. Assume the role of the Content Managers for the entire portal, till instructed by CAG to transfer the same to the nominated persons.
  - b. Manage and maintain the Portal, including hosting facility with secure server.
  - c. Regular monitoring of the website with 24 X 7 monitoring tools and intrusion detection system facility
  - d. Fortnightly full backup of website through the duration of the contract.
  - e. Provide a report on site traffic statistics and search engine analysis reports on a monthly basis.
  - f. Give monthly updated reports to CAG about the number of visitors, geographical distribution of visitors, average time spent on the website, most visited sections/pages etc. besides other analysis.
  - g. Give monthly report on the response time.
  - h. Show number of visitors to the website, on the homepage.
  - i. Content Management Redesign the CMS, edit, revise, update or create new textual content and graphics on existing pages based on CAG/ Working Groups request.
  - j. Redesign Layout/homepage according to CAG's strategy periodically.
  - k. Database requires periodic bug fixing, troubleshooting and the periodic update of searchable data.
  - I. Maintain site search engine by ensuring that any content updates and new pages are searchable.

### 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.