

Tender No: 34-ISW/2016 -1Maintenance and Support of CAG website

**Online Tender enquiry for
Identification of Service Provider for Maintenance and Support of Web site of
The Comptroller and Auditor General of India**

SECTION – I INVITATION TO BIDS

Request for proposal

1. Office of the Comptroller & Auditor General of India (CAG) seeks proposals from Tier I and Tier II NICSI empaneled vendors for “Website services” to participate in limited tender for selection of Service Provider for “Maintenance and support of CAG website”. A firm will be selected under Quality cum Cost Based System (QCBS) Method and procedures described in this RFP.
2. The tender document may be downloaded from Central Public Procurement Portal (CPPP) <https://eproc.gov.in/eprocure/app>. The tender document will also be available in <http://www.cag.gov.in> for information.
3. Bids shall be submitted **online only** at CPP portal: <https://eprocure.gov.in/eprocure/app>. Manual bids shall not be accepted.
4. Bidders are advised to visit the CPP portal regularly to keep themselves updated as all addendum/ corrigendum related to the tender will be intimated through this portal only.
5. Bidders shall not tamper/modify the tender form including downloaded price bid template in any manner.
6. Bidders are advised to follow the instructions provided in the ‘Instructions to the Contractors/Tenderers at <https://eprocure.gov.in/eprocure/app>’.

Quick overview

7. The following table provides a quick overview of the key activities, contact personnel and important dates about this tender.

S.No	Particular	Details
1	Tender Reference	Tender No: 34-ISW/2016 -1 Maintenance and Support of CAG website
2	Tender issuing Authority	Comptroller and Auditor General of India, New Delhi
3	Name of the Project	Maintenance and support of CAG website
4	Cost of the Tender document	Nil
5	Tender Fees Earnest Money Deposit	Nil Rs 20,000 Payable at New Delhi
6	Date of publication of NIT of tender document	24 September 2018 5 pm
7	Bid document download date	25 September 2018 11 am
8	Last date for sending of queries	28 September 2018 11 am

9	Date of providing clarification to queries	03 October 2018 3 pm
10	Start date for submission of bids	4 October 2018 11 am
11	End date & time for submission of Bids	16 October 2018 11 am
12	Date of opening of pre-qualification cum technical bid	17 October 2018 11 am
13	Address of communication	Principal Director (Information Systems) O/o CAG of India 9, Deen Dayal Upadhyay Marg New Delhi- 110124
14	E-mail Id	pdis@cag.gov.in
15	Contact Person	Principal Director(IS), O/o CAG of India, New Delhi

8. No bid shall be accepted after the deadline given in the schedule above. The date and time of opening of Commercial bid would be announced in the CPP Portal after the details of Technical bid evaluation are published.

Rajesh Kumar Goel
Principal Director(IS)
O/o The Comptroller and Auditor General of India, New Delhi

SECTION – II SCOPE OF WORK AND DELIVERABLES

1. **CAG** website is a bilingual website in English and Hindi. The **technical parameters** of the website are as below:

S.No	Parameter	Software used
1	Web application Name & URL	www.cag.gov.in
2	Operating system details (i.e. windows)	Linux (RHEL 7)
3	Application Server with Version	Apache 2.4
4	Front end Tool [Server side Scripts]	PHP 5.5
5	Database	MySQL 5.6
6	Content Management System	Drupal 7.59
7	Hosted at	NIC

2. **Scope of work**

The vendor is expected to maintain the website 24/7 for which he shall deploy suitable resources having experience in content management system (CMS) using PHP-Drupal, MySQL and Linux environment. The vendor is expected to carry out the following activities during the maintenance period:

- a. Update content on the website provided by CAG on a regular basis and manage archiving of content based on the archival policy.
- b. Manage and maintain the portal, including liaising with NIC for identifying issues relating to downtime of the website.
- c. Administration of user accounts in website
- d. Regular monitoring of the website with 24 X 7 monitoring tools and intrusion detection system facility
- e. Weekly backup of database and related files and monthly backup of website source code. Versioning of source code has to be maintained by the vendor whenever modifications are made in the website.
- f. Periodic bug fixing and applying necessary patches to keep all software related to the website updated.
- g. Setting right the vulnerabilities pointed out in security audit of the website
- h. Tuning of database and OS of the website
- i. Installation and updation of SSL certificate
- j. Updating of scripts and code when newer browser versions are released.
- k. To routinely update the security protocols of the server.
- l. To restore the data in the scenario of server crashing

- m. The vendor shall setup a staging environment of the CAG website. The vendor is required to deploy the latest running copy of the website along with the data files on staging server and this should be accessible to CAG.
- n. A SLA monitoring tool, with access to designated officials of CAG, is to be established by the vendor at CAG office. All Call log details (website updates / issues etc.) are to be managed and monitored through this tool.
- o. Modifications in the website required for statutory compliance like security audit, GIGW compliance etc
- p. Minor modification in the website whenever required apart from 'o' above.
- q. Major work qualifying as Change Management would be paid on pro-rata basis on the rates quoted for this purpose by the vendor.

3. **Project Monitoring:** Following reports are required to be furnished by the Vendor as per the frequency stated below:

	Report	Frequency
1	SEO Report	Monthly
2	Website Performance Report	Weekly
3	Security Vulnerability Assessment Report	Weekly
4	Ticket Analysis – SLA Response	Weekly
5	Data Backup report	Monthly
6	Report on modifications in content of the website	Weekly

Payments would be released only on availability of the above reports.

4. SLA (Service Level Agreement)

The SLA table below specifies support /maintenance /metric along with Time to Respond

SNo.	Service	TR (HH:MM)	Penalty
1	For application related problems, bug fixing etc	4 hours	Penalty of 1% from the quarterly payment per problem not fixed in the timelines shall be deducted for non-adherence to the schedule
2	Issues in Website availability, availability of contents in website on account of vendor	1 hour	Penalty of 2% from the quarterly payment per incident shall be deducted for non-adherence.
3	Uploading of documents, minor changes to webpages, creation of hyperlinks to other webpages etc.	One working day	Penalty of 1% from the quarterly payment per incident shall be deducted for non-adherence.

4	Providing various reports	As per the schedule provided	5% of the Quarterly payment
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5. Escalation Matrix

The vendor must submit an Escalation matrix within 5 working days after receipt of the work order.

6. Assumptions & Dependencies

- Content (Hindi and English) shall be provided by CAG. As far as possible the content will be in the same form as that required to be uploaded in the website. However, where necessary, the vendor shall convert the documents into appropriate format required for uploading in the website. This shall also include converting documents from physical formats to appropriate electronic formats.
- Translation of content from English to Hindi shall be the responsibility of CAG.

SECTION III-INSTRUCTIONS TO BIDDERS

1. Evaluation parameters

The bidders shall be evaluated on the following parameters:

Pre-qualification criteria

#	Pre-Qualification Criteria	Supporting Documents to be submitted
1	Legal Entity: a) Bidder must be registered with appropriate authorities for all applicable statutory duties/taxes. b) Bidder should have a local office in New Delhi	Bidder should submit the following: <ul style="list-style-type: none"> • Copy of GST Registration Certificate. • Copy of PAN card • Proof of incorporation • Proof of local office in Delhi • Proof of NICSI empanelment
2	Proof of payment of EMD	Proof of payment of EMD
3	Blacklisting The Bidder should not be blacklisted by any Central/state Government, Ministry or Vendor for breach of Contractual Conditions as on bid calling date. The Bidder should also not be involved in any legal disputes with any Govt. / PSU body.	Bidder should submit a self-declaration that it is not black listed and is not in any legal dispute as on the bid calling date. Self-Declaration Certificate is to be enclosed in the bid duly signed by the authorized signatory on its company letter head.(Form 1C)
4	Other documents to be submitted	Form 1A Bid Proposal sheet
		Form 1B Bidder's Authorization Certificate

If any of the above mentioned documents are missing or not satisfactory, the Bidder would be automatically rejected.

Technical criteria

Sno	Evaluation Parameters	Documents to be submitted	Max. Marks
1	Website maintenance services provided in Government organizations/PSUs	Work orders during last three years from Government organisations/PSUs (Form 2)	35
2	The Bidder must have skilled manpower with professional experience in Website maintenance in PHP, Drupal and MySQL on Linux operating system	Document containing names and resumes of 5 employees with skills in PHP, Drupal & MySQL from which the personnel to be deployed for maintenance of CAG website would be chosen (Form 3A & 3B)	30

3	The Bidder should have considerable experience in developing Web applications, preferably using PHP, Drupal(7 and above) and MySQL, for Government organizations/PSUs	a) Summary of Web applications developed(Form4) along with copies of work orders and project completion certificates from authorized signatory of Government organizations/PSUs during the last three years	15
		b) Minimum of 3 resumes(in Form 5A &5B) in each of the following categories are to be provided: <ul style="list-style-type: none"> • Developer • Data base Administrator • User Interface designer 	4 3 3
4	Approach Note for Website Maintenance	A write-up on how 24/7 maintenance services would be provided by the vendor for CAG website	10

Commercial Evaluation

S.No	Item Description	Document to be submitted	Amount in lakh (without taxes)	Amount in lakh (inclusive of taxes)
1	Cost of operations, maintenance and on-site support of the website for one year	Form 6		
2	Cost for change management (modification of any part of the CAG's website equivalent to 100 function points)* *The pro-rated cost would be paid for actual number of function points for a project under change management.			
3	Total cost(cost of items in 1 and 2)			

2. Bid submission:

Bidders are required to submit soft copies of their bids electronically on the CPP Portal.

The proposal should be prepared in the following two parts:

Envelope1: All documents sought for evaluating pre-qualification and technical criteria

Envelope2: All documents sought for commercial evaluation

3. Bid opening and evaluation

Envelope1 containing documents related to Pre-qualification cum Technical Evaluation would be opened. Though the documents for Technical Evaluation would be downloaded simultaneously with documents for Pre-qualification, Technical evaluation would be carried out only if all criteria for Pre-qualification have been met. Only Bidders who score more than 70 (Seventy) marks in Technical Evaluation process will qualify for Commercial Evaluation process.

Envelope2 of only those Bidders who qualify for Commercial evaluation would be opened.

The commercial evaluation would be based on the cost of the services provided by the Bidder in the commercial bid.

The commercial scores will be calculated as

$$F_n = F_{min} / F_b * 100$$

Where F_n = Normalized financial score of the Bidder under consideration

F_b = Evaluated cost for the Bidder under consideration

F_{min} = Minimum cost quoted among the Bidders

4. Evaluation of Bid - Final Evaluation

The overall score will be calculated as follows:

$$B_n = 0.70 * T_n + 0.30 * F_n$$

Where B_n = overall score of Bidder under consideration, T_n = Pre-qualification cum Technical score for the Bidder under consideration, F_n = Normalized financial score of the Bidder under consideration. The Bidder with the highest marks would be treated as the successful Bidder.

5. Clarification of Bids

During evaluation of bids, CAG may at its discretion ask the Bidder for clarification on 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.

6. Earnest Money deposit

- a. The Bidders are required to deposit Earnest Money Deposit (EMD) of Rs.20,000 (Rupees Twenty Thousand only) in the form of a Demand Draft/ Banker's Cheque/ Bank Guarantee from any of the Scheduled Commercial Banks in favor of Pay and Accounts Officer, Office of the Comptroller and Auditor General of India, New Delhi. EMD shall be in Indian Rupees only.
- b. The original documents of 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 tender, 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. The EMD shall be forfeited:
 - If a Bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Bid Form.
 - In case of a successful Bidder, if the Bidder fails to sign the contract; or fails to furnish the performance security.

7. Contacting the Tendering authority

- a. No Bidder shall contact CAG on any matter relating to its bid, from time of opening of bids to the time the contract is awarded. If additional information is to be brought to the notice of CAG, it should be in writing. CAG reserves the right as to whether such additional information should be considered or otherwise.
- b. Any effort by a Bidder to influence CAG 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.

8. Period of validity of bids

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. 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.

9. CAG's Right to Accept / Reject Any or All Bids

CAG 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 CAG's action.

10. 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. CAG will award the work to the successful Bidder whose bid has been determined as the successful bidder.

11. Notification of Awards

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

12. Signing of Contract

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

13. Period of contract

The period of contract shall be initially for one year from date of signing of contract or the commencement date as mentioned in the contract with two additional renewal option periods of one year each. The total contract period shall not exceed three years. Renewals shall be contingent upon CAG's satisfaction of the services performed by the vendor.

14. Corrupt or Fraudulent Practices

CAG requires that the Bidders/Vendor 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.

15. 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 CAG and the Vendor , 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. **"Vendor"** is the successful Bidder to whom the contract will be awarded.
- iv. **"Contract Price"** means the price payable to the vendor 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. 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 which shall be valid for a period of sixty days beyond the date of completion of the contract period. A sample proforma is given in Form-7, Section V.

4. Use of Contract Documents and Information

- i. The vendor shall not, without CAG's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of CAG in connection therewith, to any person other than a person employed by the vendor 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 CAG and shall be returned (in all copies) to the CAG on completion of the Vendor's performance under the Contract if so required by CAG
- iii. The Vendor shall permit CAG to inspect the Vendor's accounts and records relating to the performance of the Vendor and to have them audited.

5. Patent Rights

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

6. Taking over from current maintenance vendor

The vendor shall within 5 working days of receiving the work order, examine the source code, databases, files and all documentation related to the CAG website and provide a certificate that they are complete in all respects. If the source code or the documentation has missing elements, the vendor shall bring it to the notice of CAG within 5 working days of receiving the work order.

Grievances regarding non-availability of source code or any other document will not be entertained after the said period.

7. Exit management

The vendor shall hand over the source code, databases, files, passwords and all documentation related to CAG website to CAG one week before the completion of the contract period. The payment for the final quarter and the bank guarantee would be withheld if any of the above mentioned items are found missing or are incomplete. Missing items would be communicated to the vendor in writing and he shall be obliged to provide the missing items within 2 working days of receipt of such communication.

8. Delays in the Bidder's performance

- i. Performance of 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, its 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.

9. Penalty clause

If the Vendor does not execute the contract to the satisfaction of CAG then it may invoke any or all of the following clauses.

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

10. Termination

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

- Where it comes to CAG's attention that the Vendor is in a position of conflict of interest with the interests of CAG in relation to any of terms of the Vendor's bid, the tender or this contract.
- Where the Vendor'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 Vendor, any failure by the Vendor to pay any of its dues to its creditors, the institution of any winding up proceedings against the Vendor or the happening of any such events that are adverse to the commercial viability of the Vendor. 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 vendor, and to ensure business continuity.
- Retain such amounts from the payment due and payable by CAG to the Vendor as may be required to offset any losses caused to CAG as a result of such event of default and the Vendor 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 Vendor / 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 Vendor 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

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

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

12. Termination for insolvency

CAG may at any time terminate the contract by giving 30 days written notice to the Vendor if the Vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, 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. CAG may at any time by giving 30 days written notice to the Vendor, terminate the Contract, in whole or in part, for its convenience. The notice of termination shall specify the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. CAG 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 Vendor:
 - If the value of the penalty for different services together exceeds 10% of the contract amount for 1 year.
 - If the Vendor 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 CAG or has failed in performing his duties as per contract.

14. Risk Management

The Vendor shall at his own expense adopt suitable Risk Management methodology to mitigate all risks assumed under this contract. The Vendor 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 Vendor shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless CAG first gives the Vendor 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 vendor and not involving the Vendor'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 Vendor shall promptly notify CAG in writing of such conditions and the cause thereof. Unless otherwise directed by CAG in writing, the Vendor 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. Payment Terms

The payment shall be made at the end of each quarter subject to rendering of services to the satisfaction of CAG.

18. Taxes and duties

The rates quoted inclusive of taxes and duties shall be in Indian Rupees. Any increase later in the rates quoted during the contract period will not be allowed.

19. Binding clause

All decisions taken by CAG regarding processing of this tender and award of contract shall be final and binding on all concerned parties. 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.

20. Vendor's integrity

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

21. Vendor's obligations

- i. The Vendor is obliged to work closely with CAG's staff, act within its own authority and abide by directives issued by CAG.
- ii. The Vendor will abide by the job safety measures prevalent in India and will free CAG from all demands or responsibilities arising from accidents or loss of life the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold CAG responsible or obligated.

22. The Vendor shall be responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanor. The Vendor 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 Vendor will have to submit source code and required documentation to CAG and CAG will have full right over the source code and the Vendor 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 of the tender 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. CAG is free to phase out the work under the contract if necessary.

25. Legal jurisdiction

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

SECTION-VBID FORMATS
Form 1A - Bid Proposal Sheet

Bidders Proposal Reference No. and Date:

Bidders Name and Address:

Person to be contacted:

Designation:

Telephone No(s) :

Telex No. :

Fax No. :

Subject: Proposal for Maintenance and support of CAG website

Sir,

1. We, the undersigned Bidders, having read and examined in detail the specifications and all the bidding documents in respect of Maintenance and support of 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 altered under law, we shall pay the same.

3. EMD and Tender fees

We have sent a Demand Draft of **Rs 20,000/ (Rupees Twenty 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.

4. BID PRICING

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

5. 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-6, 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 1B - Bidder's Authorization Certificate

To,

The Principal Director(IS),
CAG office, New Delhi

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

All communication related to the bidding of this tender would be handled by him/her. Such communication, if required, may be sent to his/her e-mail id*<e-mail id>*

Thanking you,

<Authorised Signatory>

<Company Name>

Date and seal

Form 1C - Self Declaration

Ref: _____

Date: _____

To,

The Principal Director(IS),

CAG office, New Delhi

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

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

Name of the Bidder: _____

Signature: _____

Seal of the Company: _____

**Form 2 - Work Experience in Website Maintenance Services provided for
Government Organizations / PSU**

Name of the firm : _____

Period : From 1 January 2016 till date

Order No. & Date	Order Placed by (full contact address of such agencies)	Period of Contract	Technologies used	Value of order in Rupees	Remarks, if any

Date : _____

Place : _____

Signature of the Bidder : _____

NOTE: Please provide copies of valid Work Order and Certificate of Completion (for completed projects) from authorized officials of Government Organizations / PSU

Form 3A - Details of 5 resource persons skilled in PHP, Drupal and MySQL and Linux from which the personnel would be deployed for the project

Sr. No.	Name of the employee	Designation	Skill (PHP, Drupal, MySQL etc)	No. of years of experience in PHP, Drupal, MySQL etc.

Form 3B - Format for Resumes

(One resume has to be submitted for each for each employee mentioned in Form 3A)

1	Name				
2	Position in the company				
3	Date of Birth				
4	Education Details				
5	Summary of main technical skills and Certifications				
5	Languages	Language	Reading	Writing	Speaking
6	Employment Record	From/To			
		Employer			
		Position held			
		From/To			
		Employer			
		Position held			
		From/To			
		Employer			
		Position held			
	Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned				
	Name of assignment or project:				
	Year:				
	Location:				
	Client:				

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

***More tables can be replicated if required.**

Form 4 - Work Experience in Web Applications Developed
For Government Organizations / PSU

Name of the firm : _____

Period : From 1 January 2016 till date

Order No. & Date	Order Placed by (full contact address of such agencies)	Period of Contract	Technologies used	Value of order in Rupees	Date of completion		Remarks indicating reasons for delay , if any	Other Remarks
					As per contract	Actual		

Date : _____

Place : _____

Signature of the Bidder : _____

NOTE: Please provide copies of valid Work Order and Certificate of Completion (for completed projects) from authorized officials of Government organisations/PSUs.

Form 5A - Details of resource persons skilled in website development

(Details of minimum of 3 resources persons in each of Developer, Database administrator, User Interface designer)

Sr. No.	Name of the employee	Profile (Developer, DBA etc.)	Skills	No. of years of experience in the skillset mentioned in the previous column

Form 5B - Format for Resumes

(One resume has to be submitted for each for each resource person mentioned in Form 5A.)

1	Name																																								
2	Position in the company																																								
3	Date of Birth																																								
4	Education Details																																								
5	Summary of main technical skills and Certifications																																								
5	Languages	<table border="1"> <thead> <tr> <th>Language</th> <th>Reading</th> <th>Writing</th> <th>Speaking</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Language	Reading	Writing	Speaking																																			
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6	Employment Record	<table border="1"> <tbody> <tr> <td>From/To</td> <td colspan="3"></td> </tr> <tr> <td>Employer</td> <td colspan="3"></td> </tr> <tr> <td>Position held</td> <td colspan="3"></td> </tr> <tr> <td>From/To</td> <td colspan="3"></td> </tr> <tr> <td>Employer</td> <td colspan="3"></td> </tr> <tr> <td>Position held</td> <td colspan="3"></td> </tr> <tr> <td>From/To</td> <td colspan="3"></td> </tr> <tr> <td>Employer</td> <td colspan="3"></td> </tr> <tr> <td>Position held</td> <td colspan="3"></td> </tr> </tbody> </table>				From/To				Employer				Position held				From/To				Employer				Position held				From/To				Employer				Position held			
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	Main project features:	
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Activities performed:		
Name of assignment or project:		
Year:		
Location:		
Client:		
Main project features:		
Positions held:		
Activities performed:		

***More tables can be replicated if required.**

Form 6 - Commercial Bid Format

S.No	Item Description	Amount without taxes in lakh	Taxes in lakh	Amount inclusive of taxes in lakh
1	Cost of operations, maintenance and on-site support of the website for one year			
2	Cost for change management (modification of any part of the CAG's website equivalent to 100 function points)* *The pro-rated cost would be paid for actual number of function points for a project under change management.			
3	Total cost(cost of items in 1 and 2)			

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

(In words).....

Note: The format is provided along with the tender document in BOQ_XXXX.xls in the portal. Bidders are advised to download the same, quote their rates and upload it on to the portal.

Form 7 – Performance Guarantee Bond Proforma

Ref: _____

Date _____

Bank Guarantee No _____

To,

The Principal Director (IS),

CAG office, New Delhi

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

We further agree that the guarantee herein contained shall remain in full force and effect during the period that could be taken for satisfactory performance and fulfillment in all respects of the said Contract by the Bidder i.e. till (viz. The date upto 60 days after the date of closure of the contract) hereinafter called the said date and that if any claim accrues or arises against us _____ Bank by virtue of this guarantee before the said date, the same shall be enforce able against us _____ Bank notwithstanding the fact that the same is enforced within six months after the said date, provided that the notice of any such claim has been given to us _____ Bank by the purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from CAG.

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

We undertake to pay CAG any money so demanded not withstanding any dispute or disputes raised by the Bidder in any suit or proceedings pending before any Court or

Tribunal relation thereto our liability under this present bond being absolute and unequivocal.

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

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

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

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

DATE: -

PLACE:

SIGNATURE: -

WITNESS: -

PRINTED NAME:

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