

**NITI Aayog,  
Government of India**



**नीति आयोग**  
National Institution for Transforming India

**SELECTION  
OF  
Technical Consultant**

**Request for Qualification (RFQ)-cum-Request for Proposal (RFP)**

**FOR  
APPOINTMENT OF WEB APPLICATION DEVELOPMENT  
AND MAINTENANCE AGENCY FOR  
NITI AAYOG, GOVERNMENT OF INDIA**

**December 2018**

**DISCLAIMER**

1. RFQ-cum-RFP document is neither an agreement nor an offer by the NITI Aayog (the “Client”) to the prospective Applicants or any other person. The purpose of this RFQ-cum-RFP is to provide information to the interested parties that may be useful to them in formulation of their proposals pursuant to this RFQ-cum-RFP.
2. The Client does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFQ-cum-RFP document and it is not possible for the Client to consider particular needs of each party who reads or uses this RFQ-cum-RFP document. This RFQ-cum-RFP includes statements which reflect various assumptions and assessments arrived at by the Client in relation to this consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analysis and check the accuracy, reliability and completeness of the information provided in this RFQ-cum-RFP document and obtain independent advice from appropriate sources.
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4. Client will not be responsible for any delay in receiving the proposals. The issue of this RFQ-cum-RFP does not imply that the Client is bound to select an Applicant or to appoint the Successful Applicant, as the case may be, for the consultancy and the Client reserves the right to accept/ reject any or all of proposals submitted in response to this RFQ-cum-RFP document at any stage without assigning any reasons whatsoever. Client also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the Application in response to this RFQ-cum-RFP.
5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. Client reserves the right to change/ modify/ amend any or all provisions of this RFQ-cum-RFP document. The amended RFQ-cum-RFP will be made available on website of the Client.

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## **Glossary**

<b>Agreement</b>	As defined in Schedule - 2
<b>Agreement Value</b>	As defined in Clause 6.1.2 of Schedule-2
<b>Applicable Laws</b>	As defined in Clause 1.1.1 (c) of Schedule-2
<b>Applicant</b>	As defined in Clause 2.1.1
<b>Associate</b>	As defined in Clause 2.3.3
<b>Authorised Representative</b>	As defined in Clause 2.13.3
<b>Authority</b>	As defined in Clause 1.1.1
<b>Coercive Practice</b>	As defined in Clause 4.3
<b>Conditions of Eligibility</b>	As defined in Clause 2.2
<b>Conflict of Interest</b>	As defined in Clause 2.3
<b>Corrupt Practice</b>	As defined in Clause 4.3
<b>Confidentiality</b>	As defined in Clause 2.23
<b>Consultancy Documents</b>	As defined in Clause 3.9.1 of Schedule-2
<b>Contract</b>	As defined in Clause 1.8
<b>Consultant</b>	As defined in Clause 1.2
<b>Consultancy</b>	As defined in Clause 1.2
<b>CV</b>	Curriculum Vitae
<b>CQCCBS</b>	As defined in Clause 1.8
<b>Deliverables</b>	As defined in SCHEDULE-1: SCOPE OF SERVICES
<b>Data Sheet</b>	As defined in SCHEDULE-3: DATA SHEET
<b>Due Date</b>	As defined in Clause 6.3(b) of Schedule-2:
<b>Dispute</b>	As defined in Clause 9.2.1 of Schedule-2
<b>Effective Date</b>	As defined in Clause 2.1 of Schedule-2
<b>Eligible Assignments</b>	As defined in Clause 2.2
<b>Financial Proposal</b>	As defined in Clause 2.15
<b>Fraudulent Practice</b>	As defined in Clause 4.3
<b>INR, Re, Rs.</b>	Indian Rupee(s)
<b>Key Personnel</b>	As defined in Clause 2.1.4
<b>LOA</b>	Letter of Award
<b>Lead Member</b>	As defined in Clause 2.1.1
<b>MCA</b>	Model Concession Agreement
<b>Performance Security</b>	As defined in Clause 2.21
<b>Processing Fee</b>	As defined in Clause 1.4

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<b>Professional Personnel</b>	As defined in Clause 2.14.7
<b>Prohibited Practices</b>	As defined in Clause 4.1
<b>Proposal Due Date or PDD</b>	As defined in SCHEDULE-3: DATA SHEET
<b>Qualified Applicants</b>	As defined in Clause 1.6.2
<b>Restrictive Practice</b>	As defined in Clause 4.3
<b>RFQ-cum-RFP</b>	As defined in Disclaimer
<b>Scheduled Bank</b>	As specified in RBI Act, 1934
<b>Selected Applicant</b>	As defined in Clause 1.6.2
<b>Selection Process</b>	As defined in Clause 1.6.1
<b>Scope of Services</b>	Schedule 1
<b>Services</b>	As defined in Clause 1.1.1 (p) of Schedule-2
<b>Sole Firm</b>	As defined in Clause 2.1.1
<b>Subject Person</b>	As defined in Clause 2.3.3(a)
<b>Support Personnel</b>	As defined in Clause 2.14.7
<b>Statutory Auditor</b>	An Auditor appointed under Applicable Laws
<b>TOR</b>	Terms of Reference
<b>Technical Proposal</b>	As defined in Clause 2.14
<b>Undesirable Practice</b>	As defined in Clause 4.3

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

**INVITATION FOR PROPOSALS**

## **1. INTRODUCTION**

### **1.1 Background**

- 1.1.1 NITI Aayog, the premier policy “Think Tank”, of Government of India (the “Authority”) to provide both directional and policy inputs. The aim of NITI Aayog is to provide the Central and State Governments with relevant strategic and technical advice across key elements of policy, ideas and specific issue based support.
- 1.1.2 One of the stated functions of the NITI Aayog is "To foster cooperative federalism through structured support initiatives and mechanisms with the States on a continuous basis, recognizing that strong States make a strong nation". It aims to evolve a shared vision of national development priorities with the active involvement of States in governance and policy making. In this context, the NITI Aayog had created a web-based platform to process and disseminate relative performance of Indian States with respect to key delivery outputs in critical social sectors such as health, education & water. The primary objective of this web portal is to display in a dynamic manner rank of each participant States based on the outcome of various policy initiatives and reform measures implemented by such states.
- 1.1.3 The objective of this Consultancy (the “Objective”) is to seek services of Web Development Agency (Hereafter called agency) for Web Application management, maintenance and updation which involve inclusion/removal/modification of indicators, methodologies and modules during the contract period as specified by Authority. The site is already developed and available at <http://social.niti.gov.in>. and the features and functionalities of the site is available in **Appendix-IV**. The application collects online data from districts, states and ministries at centre, process the data and generate various reports for the purpose of Health Index. The existing application uses Cake PHP framework.

The detailed Scope of Services for the Consultant is detailed in Schedule-1 (the “**Scope of Services**”)

### **1.2 Request for Qualification cum Request for Proposals**

The Authority invites proposals (the “Proposals”) for selection of a Web Application Development Consultant (the “Consultant”) who provides Web Application management, maintenance and updation which involves inclusion/removal/modification of indicators and methodologies in conformity with Schedule-1: Scope of Service (collectively the “Consultancy”).

The Authority intends to select the Agency through an open competitive bidding process in accordance with the procedure set out herein. The details regarding submission of the proposals along with date of pre-bid meeting has been highlighted in the SCHEDULE-3: DATA SHEET.

### **1.3 Due diligence by Applicants**

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre- Bid Meeting as per the schedule provided in SCHEDULE-3: DATA SHEET

### **1.4 RFQ-cum-RFP Processing Fee**

The RFQ-cum-RFP submissions shall be accompanied by a Bank Draft of INR 5,000/- (Indian Rupees Five thousand only) in favour of “**Pay and Accounts Officer, NITI Aayog**”, payable at New Delhi, India, as a non-refundable RFQ-cum-RFP processing fee (the



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## **RFQ-cum-RFP for Appointment of Web Application Development and Maintenance Agency**

“**Processing Fee**”). Proposals unaccompanied with the aforesaid RFQ-cum-RFP Processing Fee shall be liable to be rejected by the Authority.

### **1.5 Validity of the Proposal**

The Proposal shall be valid not less than the period mentioned in SCHEDULE-3: DATA SHEET from the Proposal Due Date (the “**PDD**”)

### **1.6 Brief description of the Selection Process**

1.6.1 The Authority has adopted a three-stage selection process (collectively called the “**Selection Process**”) for evaluating the Proposals comprising: (i) Pre-Qualification Proposal (ii) Technical Proposal and (iii) Financial Proposals to be submitted in two separate sealed envelopes (collectively called the “**Proposal**”). The Pre-Qualification Proposal shall be placed separately in a sealed envelope titled "Request for Qualification (RFQ)" along with the Processing Fee and Bid Security as prescribed in this RFQ -cum-RFP document. The Technical Proposal and Financial Proposal shall be placed in a sealed envelope titled "Request for Proposal (RFP)" as prescribed in this RFQ - cum-RFP document. The evaluation of Pre-Qualification Proposal, Technical Proposal and Financial Proposal will be based on the methodology and criteria detailed in Clause 3.

1.6.2 In the first stage, evaluation of the Pre-Qualification Proposal will be carried out as specified in Clause 3.1 for selection of Qualified Applicants (the “**Qualified Applicants**”). Based on this, a list of Qualified Applicants shall be prepared. In the second stage, evaluation of Technical Proposals of all Qualified Applicants will be carried out as specified in Clause 3.2 and a list of Technically Qualified Applicants (the “**Technically Qualified Applicants**”) will be prepared. In the third stage, evaluation of Financial Proposals of all Technically Qualified Applicants will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Applicant (the “**Selected Applicant**”) shall be called for negotiation, if necessary, while the second ranked Applicant will be kept in reserve.

### **1.7 Currency conversion rate and payment**

1.7.1 For the purposes of technical evaluation of Applicants, Rs. 65 (Rupees sixty five) per US\$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the PDD, and the amount so derived in US\$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

1.7.2 All payments to the Consultant shall be made in INR in accordance with the provisions of this RFQ-cum-RFP. The Consultant may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

### **1.8 Schedule of Selection Process**

The Consultant, out of the set of Applicants, will be selected under Combined Quality cum Cost Based Selection (“**CQCCBS**”) and procedures described in this Request for Qualification-cum-Request for Proposal (hereinafter referred to as “**RFQ-cum-RFP**” or the “**Contract**”).

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## **RFQ-cum-RFP for Appointment of Web Application Development and Maintenance Agency**

The Authority would endeavour to adhere to the information given in SCHEDULE-3: DATA SHEET.

### **1.9 Pre-Proposal visit to the Sites and inspection of data**

Prospective Applicants may visit the Sites and review the available data at any time prior to PDD. For this purpose, they will provide at least four working days' notice to the nodal offices specified below:

Director (Health)  
Room No. 276, NITI Aayog  
Sansad Marg, New Delhi 110001  
Email: [dirhealth-niti@gov.in](mailto:dirhealth-niti@gov.in)  
(Tel) +91 11 23096823

### **1.10 Pre-Proposal Conference**

The date, time and venue for the Pre-Proposal Conference is provided in SCHEDULE-3: DATA SHEET.

During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

Note: A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.

### **1.11 Communications**

#### **1.11.1 All communications including the submission of Proposal should be addressed to:**

Director (Health)  
Room No. 276, NITI Aayog  
Sansad Marg, New Delhi 110001  
Email: [dirhealth-niti@gov.in](mailto:dirhealth-niti@gov.in)  
(Tel) +91 11 23096823

#### **1.11.2 The Official Website of the Authority is:**

**Website:** [www.NITI.nayog.in](http://www.NITI.nayog.in)

#### **1.11.3 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:**

**“RFQ-Cum-RFP for Appointment of Web Application Development and Maintenance Agency”**

## 2. INSTRUCTIONS TO APPLICANTS

### A. GENERAL

#### 2.1 Scope of Proposal

2.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this RFQ-cum-RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the “Sole Firm”) or as lead member of a consortium of firms (the “Lead Member”) in response to this invitation. The term applicant (the “Applicant”) means the Sole Firm or the Lead Member, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFQ-cum-RFP.

2.1.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFQ-cum-RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.

2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this RFQ-cum-RFP specifically with reference to Clause 2.9. The Selection process comprises (i) Pre-Qualification Proposal (ii) Technical Proposal and (iii) Financial Proposals. The Applicant shall submit the Pre-Qualification Proposal in the manner specified in Appendix-I. While the Technical Proposal shall be submitted in the form at Appendix-II and the Financial Proposal shall be submitted in the form at Appendix-III. Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified at Schedule-2.

#### 2.1.4 Key Personnel

The Consultant’s team (the “**Consultancy Team**”) shall consist of the following key personnel (the “**Key Personnel**”) who shall discharge their respective responsibilities as specified below:

S.No.	Key Personnel	Nos	Responsibilities
1.	Project Director & Team Leader	1	He/ she will lead, co-ordinate and supervise the Project. He/ she will also be the nodal person responsible for dealing with the Authority.
2.	Front-end Software Developer	1	He/she will be responsible for development of the front-end of the website as per designs presented.
3.	Back-end Software Developer	1	He/she will be responsible for back-end architecture of website such as database administration and management, server architecture, etc.
4.	UI/UX Designer	1	He/she will be responsible for UI/UX design and preparation of graphic elements on the Web Portal.

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**RFQ-cum-RFP for Appointment of Web Application Development and Maintenance Agency**

<b>S.No.</b>	<b>Key Personnel</b>	<b>Nos</b>	<b>Responsibilities</b>
5.	Data base Administrator	1	He/she will be responsible for management and administration of entire database on the Web Portal.
6.	System Analyst	1	He/ She will be responsible to check system (VMs) performance on NIC cloud and analyzing the load of each VMs on NIC Cloud.
7.	Support staff	1	He/she will be responsible for support in design and preparation of graphic elements on the Web Portal.

All the Key Personnel of the Consultancy team who shall discharge respective responsibilities as specified above, shall be familiar with the Web application.

## 2.2 **Conditions of Eligibility of Applicants**

2.2.1 Applicants must read carefully the minimum conditions of eligibility (the “Conditions of Eligibility”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

- (a) For the purpose of satisfying the Conditions of Eligibility and for evaluating the Proposal under this contract, advisory/ consultancy assignments granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authority, public sector entity in respect of development of web application and its maintenance with a budgeted outlay of Rs 10 crores shall be deemed as eligible assignments (the “**Eligible Assignments**”)
- (b) The Applicant firm claiming credit for an Eligible Assignment shall have, prior to PDD, completed such assignment and received professional fees of at least Rs. 50 (fifty) lakh for such assignment, and where credit is being claimed by a Key Personnel, she/he should have completed the relevant assignment prior to PDD.
- (c) Ongoing consulting assignments can be submitted with detail of progress supported by suitable documents. Assignments completed up to 80 percent or more shall only be considered for evaluation. The Applicant shall provide a proof that the assignment is completed up to 80 percent through copy of invoice or payment received till date (to be certified by the Applicant’s statutory auditor or Chartered Accountants) or through certificate from the respective client(s).
- (d) Advisory/ consultancy assignments granted by the government, regulatory commission, tribunal, multilateral agencies, statutory authority, public/private sector entity in respect of development of web application and its management and maintenance KPI or indicator based portals in health/ education and social welfare sectors having a budget outlays of at least 2 (two) crore in case of a project in India, and US \$ 40(Forty) million for projects elsewhere shall be deemed as specific assignments (the “**Specific Assignments**”)

2.2.2 The Applicant shall fulfil the following Minimum Qualification Criteria to become a Qualified Applicant.

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<b>Sr. No.</b>	<b>Minimum Qualification Criteria</b>	<b>Supporting Documents</b>
1	The Applicant should be a Private/ Public limited company or partnership firm or expert institution. Individuals are not eligible to participate in this Contract. The Applicant (sole entity, in case of single Applicant or Lead Member of the Consortium, in case Applicant is a Consortium) must be in operation in India for a minimum period of five years.	Certificate of incorporation or establishment
2	Applicants should have received a minimum of Rs. 5 (Five crore) p/a professional fee during each of the last 3 (three) Financial Years from Consultancy services.	Certificate for Average Annual Turnover provided as per format provided in RFQ-cum-RFP
3	Applicants should have experience of at least 5 (five) <b>Eligible Assignments</b> in the last 5 years	To be provided as per format provided in RFQ-cum-RFP along with a completion certificate issued by the Client
4	Applicants should have experience of at least 3 <b>Specific Assignment</b> in the last 5 years	To be provided as per format provided in RFQ-cum-RFP along with a completion certificate issued by the Client
5	The Applicant or the Consortium member should not have been barred by the Central Government, any State Government, a statutory authority or a public-sector undertaking, from participating in any consulting assignment. The Applicant or its Associate or the Consortium member should not have, during the last three years, failed to perform on any agreement - as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate or the Consortium member - nor been expelled from any project or agreement nor have had any agreement terminated.	Undertaking to be provided

- (a) Availability of Key Personnel: The Applicant shall offer and make available all Key Personnel meeting the requirements specified in Clause 2.2(b) below.
- (b) Conditions of Eligibility for Key Personnel: Each of the Key Personnel must fulfil the Conditions of Eligibility specified below:

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**RFQ-cum-RFP for Appointment of Web Application Development and Maintenance Agency**

S.No.	Key Personnel	Education Qualification	Length of Professional Experience	Experience on Eligible Assignments
1.	Project Director & Team Leader	B. Tech or equivalent	7 years	2 (two) Eligible Assignments and one specific assignment. Experience in a leadership position, of integrating multiple systems, setting up data center and control room, and handling multiple stakeholders, managing and monitoring projects implementation, software development etc. and leading teams on-site
2.	Front-end Software Developer	B. Tech or equivalent	5 years	1 (one) Eligible Assignments.
3.	Back-end Software Developer	B. Tech or equivalent	5 years	1 (one) Eligible Assignments.
4.	UI/UX Designer	B. Tech or equivalent	3 years	1(one) Eligible Assignments.
5	Database Administrator	B. Tech or equivalent	5 Years	1(one) Eligible Assignments. Experience of designing on database architecture, designing reliable schema on database, Experience of cloud hosting and real time data updation technique,
6	System Analyst	B. Tech or MCA equivalent	3 Years	1(one) Eligible Assignments. Assessment and procurement of hardware infrastructure, installation of Software, setting up data/NIC centre, cloud hosting, development of application, managing servers and storage
7	Support staff	B. Tech or equivalent	2 years	Nil

- 2.2.3 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the 3 (three) financial years preceding the PDD and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.
- 2.2.4 The Applicant should submit a Power of Attorney as per the format at Form-5 & Form 6 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner of the Applicant, in case the Applicant is a partnership firm or limited liability partnership.
- 2.2.5 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public-sector undertaking, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.2.6 An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- 2.2.7 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

### **2.3 Conflict of Interest**

- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “Conflict of Interest”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 2.3.2 The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
- 2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at **Schedule-4**. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- (a) the Applicant, its consortium member (the “**Member**”) or Associates (or any constituent thereof) and any other Applicant, its consortium member or Associate

(or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to Sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- (b) a constituent of such Applicant is also a constituent of another Applicant; or
- (c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- (d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- (e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Application of either or each of the other Applicant; or
- (f) there is a conflict among this and other consulting assignments of the Applicant (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (g) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- (h) the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases



where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72) of Section 2 of the Companies Act, 2013. For the purposes of this Sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of Sub-clause (a) above.

For purposes of this RFQ-cum-RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant, or is deemed or published as an “Associate Office”; or has a formal arrangement such as tie up for client referral or technology sharing, joint venture with the Applicant (the “**Associate**”); provided, however, that if the Applicant has any formal arrangement such as consortium membership in a consortium of advisers/ consultants for a particular assignment/ project, not being this project, with any other person, then such other person shall not be treated to be an Associate of the Applicant solely due to the reason of forming such consortium. As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

- 2.3.4 An Applicant eventually appointed to provide Consultancy for this Project, its Associates, affiliates and the Financial Expert, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 3 (three) years from the completion of this assignment or to any consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant’s firm or a person who holds more than 5% (five percent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof. For the avoidance of doubt, in the event that: (a) the Financial Expert of an Applicant/ Consultant was a partner or an employee of another firm, which attracts the provisions relating to Conflict of Interest hereunder; and (b) was directly or indirectly associated with any assignment that causes a Conflict of Interest hereunder, then such Financial Expert shall be deemed to suffer from Conflict of Interest for the purpose hereof.
- 2.3.5 In the event that the Consultant, its Associates or affiliates are auditors or financial advisers to any of the bidders for the Project, they shall make a disclosure to the Authority as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the opening of the RFQ applications for the Project and any breach of this obligation of disclosure shall be construed as Conflict of Interest. The Authority shall,

upon being notified by the Consultant under this Clause 2.3.5 decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the Consultant within a period not exceeding 15 (fifteen) days.

#### **2.4 Number of Proposals**

No Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.

#### **2.5 Cost of Proposal**

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

#### **2.7 Acknowledgement by Applicant**

2.7.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- (a) made a complete and careful examination of the RFQ-cum-RFP;
- (b) received all relevant information requested from the Authority;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFQ-cum-RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause **Error! Reference source not found.** above;
- (d) satisfied itself about all matters, things and information, including matters referred to in Clause **Error! Reference source not found.** above, necessary and required for or submitting an informed Application and performance of all of its obligations thereunder;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFQ-cum-RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

#### **2.8 Right to reject any or all Proposals**

2.8.1 Notwithstanding anything contained in this RFQ-cum-RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor.

2.8.2 Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or discovered, or
- (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

## **B. DOCUMENTS**

### **2.9 Content of the RFQ-cum-RFP**

This RFQ-cum-RFP document comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

#### **Request for Proposal**

- 1 Introduction
- 2 Instructions to Applicants
- 3 Criteria for Evaluation
- 4 Fraud and corrupt practices
- 5 Pre-Proposal Conference
- 6 Miscellaneous

#### **Schedules**

- 1 Scope of Services
- 2 Form of Agreement
  - Annex-1: Terms of Reference
  - Annex-2: Deployment of Personnel
  - Annex-3: Estimate of Personnel Costs
  - Annex-4: Approved Sub-Consultant(s)
  - Annex-5: Cost of Services
  - Annex-6: Payment Schedule
  - Annex-7: Bank Guarantee for Performance Security
- 3 Data Sheet
- 4 Guidance Note on Conflict of Interest

#### **Appendices**

##### **Appendix-I: Pre-Qualification Proposal**

- Form 1: Letter of Proposal
- Form 2: Particulars of the Applicant
- Form 3 (A): Abstract of the Eligible Assignments of the Applicant
- Form 3 (B): Abstract of the Specific Assignments of the Applicant
- Form 4: Average Annual Turnover From Consultancy Services
- Form 5: Format for Power of Attorney Authorised Personnel
- Form 6: Format for Power of Attorney for Lead Member
- Form 7: Format for Joint Bidding Agreement (JV/ Consortium)
- Form 8: Format for Bank Guarantee Format For Bid Security

Appendix-II: Technical Proposal

Form 1: Proposed Methodology & Work Plan

Form 2(A): Team Composition and Task Assignments

Form 2 (B): CV of Key Personnel

Form 3 (A): Eligible Assignment of Key Personnel

Form 3 (B): Specific Assignment of Key Personnel

Form 4: Abstract of Eligible Assignment of Key Personnel

Form 5: Proposal for Sub-Consultant(s)

Appendix–III: Financial Proposal

Form 1: Covering Letter

Form 2: Financial Proposal

Form 3: Estimate of Personnel Cost

Appendix–IV: Features & Functionalities of existing NITI Aayog Web Portal

## 2.10 **Clarifications**

2.10.1 Applicants requiring any clarification on the RFQ-cum-RFP may send their queries to the Authority in writing by speed post/ courier/ special messenger and by e-mail so as to reach before the date mentioned in the Schedule of Selection Process at SCHEDULE-3: DATA SHEET. The envelopes shall clearly bear the following identification:

**“Queries concerning RFQ-cum-RFP For Appointment of Web Application Development and Maintenance Agency”**

The Authority shall endeavour to respond to the queries within the period specified SCHEDULE-3: DATA SHEET prior to the Proposal Due Date. The responses will be sent by e-mail. The Authority will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Applicants who have purchased the RFQ-cum-RFP document without identifying the source of queries.

2.10.2 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

## 2.11 **Amendment of RFQ-cum-RFP**

2.11.1 At any time before the submission of Proposals, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFQ-cum-RFP documents by issuance of amendment(s). All amendments/ corrigenda will be posted only on the Authority’s website.

2.11.2 All such amendments will be posted on the Official Website of the Authority and will be binding on all Applicants.

2.11.3 In order to afford the Applicant a reasonable time for taking an amendment into account, or for any other reason, the Authority may at its discretion extend the Proposal Due Date.

## **C. PREPARATION AND SUBMISSION OF PROPOSAL**

### **2.12 Language**

The Proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFQ-cum-RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

### **2.13 Format and signing of Proposal**

2.13.1 The Applicant shall provide all the information sought under this RFQ-cum-RFP with reference to Clause 2.9. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.13.2 The Applicant shall prepare and submit the Proposal as per the instructions given in SCHEDULE-3: DATA SHEET.

2.13.3 The Proposal, and its copy, shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the “**Authorised Representative**”) as detailed below:

- (a) by the proprietor, in case of a proprietary firm; or
- (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- (c) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or
- (d) by the authorised representative of the Lead Member, in case of consortium.

A copy of the Power of Attorney certified by a notary public in the form specified in Appendix-I (Form-5) shall accompany the Proposal.

2.13.4 Applicants should note the PDD, as specified in SCHEDULE-3: DATA SHEET, for submission of Proposals. Except as specifically provided in this RFQ-cum-RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of PDD as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.24.

### **2.14 Pre-Qualification and Technical Proposal**

2.14.1 Applicants shall submit the pre-qualification proposal in the formats at Appendix-I (the “**Pre-Qualification Proposal**”). While submitting the Pre-Qualification Proposal, the Applicant shall, in particular, ensure that:

- (a) The Processing Fee is provided;
  - (b) The Bid Security is provided;
  - (c) All forms are submitted in the prescribed formats and signed by the prescribed signatories;
  - (d) power of attorney, if applicable, is executed as per Applicable Laws;
  - (e) The proposal is responsive in terms of Clause 3.1
- 2.14.2 Applicants shall submit the technical proposal in the formats at Appendix-II (the “**Technical Proposal**”).
- 2.14.3 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:
- (a) All forms are submitted in the prescribed formats and signed by the prescribed signatories;
  - (b) CVs of all Key Personnel have been included;
  - (c) Key Personnel proposed have good working knowledge of English language;
  - (d) Key Personnel would be available for the period of the assignment;
  - (e) no Key Personnel should have attained the age of 75 years at the time of submitting the proposal; and
  - (f) the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFQ-cum-RFP;
  - (g) The proposal is responsive in terms of Clause 3.2
- 2.14.4 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.
- 2.14.5 If an individual Key Personnel makes a false averment regarding his/her qualification, experience or other particulars, he shall be liable to be debarred for any future assignment of the Authority for a period of 3 (three) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such event.
- 2.14.6 The Pre-Qualification Proposal and Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 2.14.7 The proposed team shall be composed of experts and specialists (the “**Professional Personnel**”) in their respective areas of expertise and managerial/support staff (the “**Support Personnel**”) such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.1.4 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Professional Personnel, if any, should also be submitted in the format at APPENDIX-II: TECHNICAL PROPOSAL: Form-2.
- 2.14.8 An Applicant may, if it considers necessary, propose suitable Sub-Consultants in the specific area of expertise. Credentials of such Sub-Consultants should be submitted in APPENDIX-II: TECHNICAL PROPOSAL: Form-5. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.

2.14.9 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFQ-cum-RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there

2.14.10 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ-cum-RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Selected Applicant or Consultant, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter-alia*, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

## 2.15 **Financial Proposal**

2.15.1 Applicants shall submit the financial proposal in the formats at Appendix-III (the “Financial Proposal”) clearly indicating the Total Financial Bid in both figures and words, in Indian Rupees, and signed by the Applicant’s Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

2.15.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

(a) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.), accommodation, air fare, equipment, printing of documents, surveys, geo-technical investigations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

(b) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

(c) Costs (including break down of costs) shall be expressed in INR.

## 2.16 **Submission of Proposal**

2.16.1 The Applicant shall submit Original and a Copy of Pre-Qualification Proposal, Technical Proposal and Financial Proposal as per SCHEDULE-3: DATA SHEET and the Content



of the RFQ-cum-RFP as per Clause 2.9. The Pre-Qualification Proposal and Technical Proposal must necessarily be 'Hard Bound' separately and all pages serially numbered and properly indexed. 'Hard Bound' implies such binding between two covers through stitching whereby it may not be possible to replace any paper without disturbing the document. In case of any discrepancy between the original and the copy (including soft copy) of the proposals, the contents as per original will only be considered. Each page of the submission shall be initialled by the Authorised Representative of the Applicant as per the terms of the RFQ-cum-RFP. In case the proposal is submitted on the document downloaded from the Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFQ-cum-RFP and the original RFQ-cum-RFP issued by the Authority, the latter shall prevail.

- 2.16.2 The Pre-Qualification Proposal with Processing Fee as per Clause 1.4 and the Bid Security as per Clause 2.20, shall be placed in a sealed envelope clearly marked "Request for Qualification (RFQ)" along with the address of the Authority and details as given in the Clause 1.11 of the contract. The Technical Proposal and Financial Proposal shall be placed in a separate sealed envelope clearly marked "Request for Proposal (RFP)" all along with the address of the Authority and details as given in the Clause 1.11 of the contract. The envelopes marked "Request for Qualification (RFQ)" and "Request for Proposal (RFP)" shall be placed into an outer sealed envelope bearing the submission address, name of assignment, details as given in the Clause 1.11 of the contract, and marked "DO NOT OPEN, EXCEPT IN THE PRESENCE OF THE EVALUATION COMMITTEE."

If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

- 2.16.3 The Proposal shall be typed in indelible ink and signed by the Authorised Representative of the Applicant. All pages of the original Proposal must be numbered and initialled by the person or persons signing the Proposal.
- 2.16.4 The completed Proposal must be delivered on or before the specified time on Proposal Due Date. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.
- 2.16.5 The Proposal shall be made in the Forms specified in this RFQ-cum-RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.
- 2.16.6 The rates quoted shall be firm throughout the period of performance of the assignment up to and including acceptance of the Feasibility Report by the Authority and discharge of all obligations of the Consultant under this Agreement.

## 2.17 **Proposal Due Date**

- 2.17.1 Proposal should be submitted on the Proposal Due Date (PDD) and time specified in SCHEDULE-3: DATA SHEET, at the address mentioned in SCHEDULE-3: DATA SHEET, in the manner and form as detailed in this RFQ-cum-RFP.

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## RFQ-cum-RFP for Appointment of Web Application Development and Maintenance Agency

2.17.2 The Authority may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

### 2.18 **Late Proposals**

Proposals received by the Authority after the specified time on the Proposal Due Date, as mentioned in SCHEDULE-3: DATA SHEET, shall not be eligible for consideration and shall be summarily rejected. Any alteration/ modification in the Proposal or additional information or material supplied subsequent to the due date, unless the same has been expressly sought for by Authority, shall be disregarded.

### 2.19 **Modification/ substitution/ withdrawal of Proposals**

2.19.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to PDD. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the PDD.

2.19.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.16, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

2.19.3 Any alteration / modification in the proposal or additional information or material subsequent to the PDD, unless the same has been expressly sought for by the Authority, shall be disregarded

### 2.20 **Bid Security**

2.20.1 The Applicant shall furnish as part of its Proposal, a Bid Security in the form of a Demand Draft/ Bank Guarantee issued by a scheduled Commercial Bank in India in favour of “Pay and Accounts Officer, NITI Aayog, New Delhi”, payable at New Delhi (the “**Bid Security**”), for an amount mentioned in SCHEDULE-3: DATA SHEET. The Bid Security shall be in the format given as part of the RFQ-cum-RFP. The Bid Security shall be valid for a period of 45 days beyond the Bid validity period as stipulated in SCHEDULE-3: DATA SHEET. Refer APPENDIX-I: PRE-QUALIFICATION PROPOSAL: Form-8 for the format of Bank Guarantee for Bid Security.

2.20.2 Any Pre-Qualification Proposal not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.

2.20.3 The Authority will not be liable to pay any interest on the Bid Security. Bid Security of Pre-Qualified but unsuccessful Applicants shall be returned, without any interest, within one month after grant of the Letter of Award to the Selected Applicant. The Selected Applicant’s Bid Security shall be returned, without any interest upon the Applicant accepting the Letter of Award and furnishing the Performance Security in accordance with provision of the RFQ-cum-RFP.

2.20.4 Bid Security of the Selected Applicant will be forfeited if it fails to furnish the required Performance Security within the specified period.

2.20.5 The Applicant, by submitting its Proposal pursuant to this RFQ-cum-RFP, shall be deemed to have acknowledged that without prejudice to the Authority’s any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia*, the time, cost and effort of the Authority

in regard to the RFQ-cum-RFP including the consideration and evaluation of the Proposal under the following conditions:

- (a) If an Applicant submits a non-responsive Proposal;
- (b) If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFQ-cum-RFP;
- (c) If the Applicant withdraws or amends its Proposal or impairs or derogates from the provision of the RFQ-cum-RFP in any respect within the period of Bid Validity;
- (d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 2.25.1;
- (e) In the case of the Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.29 and 2.30 respectively; or
- (f) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

## **2.21 Performance Security**

- 2.21.1 Within 15 days from the issuance of Letter of Award by the Authority, the Selected Applicant shall furnish Performance Security to the Authority, for an amount mentioned in the SCHEDULE-3: DATA SHEET. This Performance Security shall remain valid up to 3 (three) months after the date of completion of all contractual obligations by the Selected Applicant. The Performance Security shall be in the prescribed form as provided in the RFQ-cum-RFP.
- 2.21.2 The Liquidated Damages for error/variation and Liquidated Damages for delay shall be recovered by appropriation from the Performance Security – as provided in the Agreement.
- 2.21.3 If Selected Applicant fails to fulfil its obligations in terms of the Contract, the Performance Security may be invoked by the Authority as compensation.
- 2.21.4 If any amendment is issued to the Contract, the Selected Applicant shall, within twenty-one days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 2.21.5 The Authority shall have the right to appropriate the Performance Security, in whole or in part, in the event of breach of Contract or for recovery of liquidated damages. Subject to the above sub-clauses, the Authority will release the Performance Security without any interest to the Selected Applicant on completion of the firm's contractual obligations.

## **D. EVALUATION PROCESS**

### **2.22 Evaluation of Proposals**

- 2.22.1 The Authority shall open the Proposals as per the schedule provided in SCHEDULE-3: DATA SHEET and in the presence of the Applicants who choose to attend. The envelopes marked “Pre-Qualification Proposal” shall be opened first. The envelopes marked “Technical Proposal and Financial Proposal” shall be kept sealed for opening at a later date.
- 2.22.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.
- 2.22.3 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFQ-cum-RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:
- (a) The Proposal is received in the form specified in RFQ-cum-RFP;
  - (b) It is received by the PDD including any extension thereof pursuant to Clause 2.17;
  - (c) It is accompanied by Processing Fee and Bid Security;
  - (d) It is signed, sealed, bound together in hard cover and marked as stipulated in the RFQ-cum-RFP;
  - (e) It is accompanied by the Power of Attorney;
  - (f) It contains all information (complete in all respect) as request in the RFQ-cum-RFP;
  - (g) It does not contain any condition or qualification, and
  - (h) It is not non-responsive in terms hereof.
- 2.22.4 The Authority reserves the right to reject any Proposal, which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the Authority in respect of such Proposals.
- 2.22.5 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFQ-cum-RFP.
- 2.22.6 Responsive Pre-Qualification Proposals submitted by the Applicants should fulfil the Minimum Qualification Criteria. In case an Applicant does not fulfil the Minimum Qualification Criteria, the Technical Proposal of such Applicant will not be opened and evaluated further. In such cases, the envelopes containing the Technical Proposal and Financial Proposal will be returned unopened after completion of evaluation of Pre-Qualification. All Applicants who meet the Minimum Qualification Criteria would be shortlisted as Qualified Applicants.
- 2.22.7 Technical Proposals of Qualified Applicants shall be checked for responsiveness in accordance with the requirements of the RFQ-cum-RFP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFQ-cum-RFP document. The Technical Evaluation as specified in section 3 of this RFQ-cum-RFP will be carried out only for responsive submissions of Qualified Applicants.

- 2.22.8 Based on this Technical Evaluation, a list of Technically Qualified Applicants shall be prepared. The Financial Proposals of only the Technically Qualified Applicants will be opened. The Authority will notify the Technically Qualified Applicants, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, facsimile, or electronic mail.
- 2.22.9 Before opening of the Financial Proposals, the list of Technically Qualified Applicants along with their Technical Scores will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The Financial Evaluation and final ranking of the Proposals shall be carried out based on section 3.
- 2.22.10 Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 2.22.11 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding on the Applicant if the Consultancy is subsequently awarded to the Applicant.

## **2.23 Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

## **2.24 Clarifications**

- 2.24.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.24.2 If an Applicant does not provide clarifications sought above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process.

## **E. APPOINTMENT OF CONSULTANT**

### **2.25 Negotiations**

- 2.25.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price submitted in the Financial Proposal, but will be for re-confirming the obligations of the Consultant under this RFQ-cum-RFP. Issues such as deployment of Key Personnel, understanding of the RFQ-cum-RFP, methodology and quality of the work plan shall be discussed during negotiations.
- 2.25.2 The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.
- 2.25.3 The Authority will examine the credentials of all Sub-Consultants proposed for this Consultancy and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

**2.26 Substitution of Key Personnel**

- 2.26.1 The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority or else this may lead to disqualification of the Applicant or termination of the Agreement
- 2.26.2 The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 50% (fifty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.
- 2.26.3 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.

**2.27 Indemnity**

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding 3 (three) times the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.

**2.28 Award of Consultancy**

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it

consents to extension of time for submission thereof, cancel the LOA and the next highest ranking Applicant may be considered.

#### **2.29 Execution of Agreement**

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period in SCHEDULE-3: DATA SHEET. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

#### **2.30 Commencement of Assignment**

The Consultant shall commence the Consultancy within seven days of the date of the Agreement, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.29 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled /terminated and the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with Clause 2.20.4.

#### **2.31 Proprietary data**

Subject to the provisions of Clause 2.23, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

### **3. CRITERIA FOR EVALUATION**

#### **3.1 Evaluation of Pre-Qualification Proposals**

3.1.1 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFQ-cum-RFP at each evaluation stage as indicated below.

3.1.2 Pre-Qualification Proposals will be considered responsive only if:

- (a) The Pre-Qualification Proposal is received in the format specified in this RFQ-cum-RFP and comprises all the Forms included in Appendix-I of this RFQ-cum-RFP and the Incorporation Certificate / Establishment Certificate of the Applicant and Consortium Member, if any;
- (b) It is received by the Proposal Due Date including any extension thereof;
- (c) It is accompanied by Processing Fee as specified in this RFQ-cum-RFP;
- (d) It is accompanied by Bid Security as specified in this RFQ-cum-RFP;
- (e) It is accompanied by power of attorney, if applicable, is executed as per Applicable Laws;
- (f) It is signed, sealed, bound together in hard cover and marked as stipulated in this RFQ-cum-RFP;
- (g) It does not contain any condition or qualification; and

(h) It is not non-responsive in terms hereof.

3.1.3 Responsive Pre-Qualification Proposals submitted by the Applicants should fulfil the Minimum Qualification Criteria. In case an Applicant does not fulfil the Minimum Qualification Criteria, the Technical Proposal of such Applicant will not be opened and evaluated further. In such cases, the RFP envelopes containing the Technical Proposal and Financial Proposal will be returned unopened after completion of evaluation of Pre-Qualification. All Applicants who meet the Minimum Qualification Criteria would be shortlisted as Qualified Applicants.

### 3.2 Evaluation of Technical Proposals

3.2.1 Technical Proposals will be considered responsive only if:

- (a) The Technical Proposal is received in the form specified in this RFQ cum RFP and comprises all the Forms included in Appendix II of this RFQ-cum-RFP;
- (b) It is received by the Proposal Due Date including any extension thereof in terms hereof;
- (c) It is signed, sealed, bound together in hard cover and marked as stipulated in this RFQ-cum-RFP;
- (d) It does not contain any condition or qualification; and
- (e) It is not non-responsive in terms hereof.

3.2.2 Technical Proposals of Qualified Applicants shall be checked for responsiveness in accordance with the requirements of the RFQ-cum-RFP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFQ-cum-RFP document. The Technical Evaluation as specified in this RFQ-cum-RFP will be carried out only for responsive submissions of Qualified Applicants.

3.2.3 The Qualified Applicants will be called to make presentations to the Technical Sub-Committee as per SCHEDULE-3: DATA SHEET.

3.2.4 The minimum technical score required to qualify under Technical Evaluation is 60 Points out of 100. Applicants scoring 60 points or above will be shortlisted as Technically Qualified Applicants.

3.2.5 The criteria for Technical Evaluation and weightages are given below:

Item	Parameter	Maximum Marks	Criteria
1.	Relevant Experience of the Applicant	25	Breakup Provided below:
1(a)	General experience of the Applicant	10	Marks shall be awarded for the number of Eligible Assignments undertaken by the Applicant
1(b)	Specific experience of the Applicant	15	Marks shall be awarded for the number of Specific Assignments undertaken by the Applicant



<b>Item</b>	<b>Parameter</b>	<b>Maximum Marks</b>	<b>Criteria</b>
2.	Proposed methodology and work plan and presentation	10	Evaluation will be based on the Quality and Work plan of Submissions – Based on Presentation from Qualified Applicants
3.	Relevant Experience of Key Personnel	65	Breakup Provided below:
3(a).	Project Director & Team Leader	30	Marks shall be awarded for the number of Eligible Assignments and Specific Assignments
3(b).	Front-end Software Developer	15	Marks shall be awarded for the number of Eligible Assignments and Specific Assignments
3(c)	Back-end Software Developer	5	Marks shall be awarded for the number of Eligible Assignments and Specific Assignments
3(e).	UI/UX Designer	5	Marks shall be awarded for the number of assignments with relevant experience
3 (f).	Database Administrator	5	Marks shall be awarded for the number of assignments with relevant experience
3(g).	System Analyst	5	Marks shall be awarded for the number of assignments with relevant experience
	<b>Total</b>	<b>100</b>	

3.2.6 Each Key Personnel must score minimum of 60% (sixty percent) marks except as provided herein. A Proposal shall be rejected if the Team Leader scores less than 60% (sixty percent) marks or any two of the remaining Key Personnel score less than 60% (sixty percent) marks. In case the Selected Applicant has one Key Personnel, other than the Team Leader, who scores less than 60% (sixty percent) marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the Authority, would score 60% (sixty percent) or above.

3.2.7 The Authority will notify Qualified Applicants who fail to score the minimum technical score and return their Financial Proposals unopened after completion of the Selection Process. The Financial Proposal of only the Technically Qualified Applicants will be opened.

### **3.3 Evaluation of Financial Proposal**

3.3.1 Financial Proposal will be considered responsive only if:

- (a) The Financial Proposal is received in the form specified in this RFQ-cum –RFP and comprises all the Forms included in Appendix-III of this RFQ-cum-RFP;

- (b) It is received by the Proposal Due Date including any extension thereof in terms hereof;
- (c) It is signed, sealed, bound together and marked as stipulated in this RFQ-cum-RFP;
- (d) It does not contain any condition or qualification; and
- (e) It is not non-responsive in terms hereof.

3.3.2 The Financial Evaluation will be carried out in respect of the Technically Qualified Applicants and each Financial Proposal will be assigned a financial score (SF). For Financial Evaluation, the Total Financial Bid indicated in the Financial Proposal will be considered. The lowest financial proposal (FM) will be given a financial score (SF) of 100 points.

3.3.3 The financial scores of other proposals will be computed as follows:

$$S_F = 100 \times F_M/F$$

(F = Total Financial Bid as per Financial Proposal)

#### **3.4 Combined and Final Evaluation**

3.4.1 Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = S_T \times T_w + S_F \times F_w$$

Where S is the combined score, and  $T_w$  and  $F_w$  are weights assigned to Technical Proposal and Financial Proposal, as given in the SCHEDULE-3: DATA SHEET

3.4.2 The Selected Applicant shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited by the Authority at its discretion for negotiations in case the first-ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 2.25, 2.29 and 2.30, as the case may be.

### **4. FRAUD AND CORRUPT PRACTICES**

4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFQ-cum-RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFQ-cum-RFP, including consideration and evaluation of such Applicant’s Proposal.]

4.2 Without prejudice to the rights of the Authority under Clause 4.A hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly

or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFQ-cum-RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
- (b) “**fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## **5. PRE-PROPOSAL CONFERENCE**

5.1 Pre-Proposal Conference of the Applicant shall be convened at the designated date, time and place. Only those Applicant, who have purchased the RFQ-cum-RFP document or downloaded the same from the Official Website of the Authority, shall be allowed to participate in the Pre-Proposal Conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.

5.2 During the course of Pre-Proposal Conference, the Applicant will be free to seek clarifications and make suggestions for considerations of the Authority. The Authority shall endeavour to provide clarification and such further information as it may, in its sole discretion, consider appropriate for facilitation a fair transparent and competitive Selection Process.

## **6. MISCELLANEOUS**

6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in Delhi which shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- (b) consult with any Applicant in order to receive clarification or further information;
- (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
- (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

6.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

6.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.

6.5 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record

**SCHEDULES**

## **SCHEDULE-1: SCOPE OF SERVICES**

The scope of work of the Consultant, during the period of the assignment will include:

**a) Website Maintenance:**

- Install Software, module/Security patches and upgrades including bug fixes.
- Install, upgrade or modify existing modules on sites.
- There will be additions / modifications / deletions of functionalities to be developed.
- The AMC Team will make additions / modifications / deletions as necessary to facilitate content updating.
- Any errors fixing in the current functional portal will be the responsibility of AMC Team.
- Getting Security Auditing of the website from any CertIn empanelled vendor submitting to NIC-CSD for clearance.
- STQC certification.
- Manage, edit, update and maintain the site (this includes all development work)
- Support in administering the websites and maintaining applications.
- Solve/trouble-shoot website functions as required.
- Assist in developing and implementing Search Engines Optimization strategies to increase website visibility.
- Conduct feasibility studies, systems analysis, development, implementation and evaluation and testing of website improvements and web-based applications as when required.
- Provide user guidance and training support to office staff for web application.
- Training for operating CMS for content uploading will be provided by the AMC Team.
- The Team will prepare and submit the Technical and User Manual of the CMS and the website.

**b) Website Monitoring and Reporting:**

- Observe timeline and benchmarks for web portal, track and evaluate their usability of user's load and gear up the performance.
- Provide constant web monitoring to ensure that the smooth functioning of web portal.
- Monitor Web portal on a daily/bi weekly basis, review users 'accessibility, analyse usage statistics and provide timely information to concerned officers.
- Make recommendations on web portal's enhancement and improvement of their functionality based on the gathered data from monitoring reports and its analysis.
- Staging server for website demo and security audit should be provided by NIC.

**c) Security Audit:**

- Before deploying/hosting the application should be vetted for security Audit by CERT Empanelled Vendor for hosting on NIC server. The cost of the testing and bug fixing should be borne by Bidder.
- Follow Security audit protocol and provide security audit of web portal quarterly basis.
- Patch Management and Version Update: Evaluation of suitability/requirement of Servers patches and application of the same on all servers as and when required or

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directed on Real Time and Zero Day Patching basis. Version update of frameworks and tools used.

- Security Audit Certificate and Report from Cert In Empanelled Vendor.
- STQC Certification
- Technical & User Manual for updation of security patches in source code.
- Clearance for CERT-IN empanelled agency for the security audit.
- Administration, Enhancement and Maintenance of the existing NITI Aayog Web Application for Key Performance Indicators (KPI).
- Maintenance & administration of the Application Database.
- The Bidder will fix all the bugs reported within the contract period before handing over.
- All the activities performed during development phase and Operation and Maintenance period shall be closely monitored by Department.
- Help Desk Management: All Call Log details (website updates / issues etc.) are to be managed and maintained by the selected vendor. Online access of all Issues/Tickets with as on date status (centralized helpdesk) to be maintained. The knowledge base of issue logs is to be maintained. The Help Desk shall remain open from 9.30 AM to 6 PM (Monday to Saturday) .The services may also be required before or after the above mentioned hours depending on specific demands from our business users.The support staff should have knowledge of Third Party tools installation, configuration and troubleshooting.
- Audit Gap Closure: The vendor is expected to undertake remedial action for all alerts /audit findings / observations /guidelines raised by the /security system or Government agencies etc time to time.

**d) Site Hosting & Administration:**

- Website Security & Performance Monitoring: The selected vendor must maintain the integrity of the site against spam, ransomware, hackers, viruses and electronic attacks via firewalls, security software and passwords.
  - Monitor Changes to SSL Certificates
  - Actively Detect & remove Malware and Prevent Intrusions
  - Web performance analysis , Tuning of Database and Operating System
  - Health check and space utilization
- Incidence & Response Management: The Vendor shall co-operate with the appointed representatives of NITI Aayog in case of security incidents. The incident response process will seek to limit damage and may include the investigation of the incident and notification of the appropriate authorities.
- Enhancements / Module Development: In addition to the above tasks, vender may be required to undertake various business needs. Major requirements may be treated as Change requests depending upon the complexity/effort required. The vendor may be required to deploy additional resource onsite for understanding the requirements/trouble shooting / new module development etc.
- Knowledge Transfer is an integral part of the Scope of Work of Bidder. This will have to be done even in case the Contract with Bidder ends or is terminated before the planned timelines.
- Bidder needs to include in the response the Exit Management Plan for the KM Solution and Operations at the end of the Contract duration. The transition period shall span a

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minimum of six (6) months before the contract end date. The selected Bidder shall ensure during the Exit Management the Handover the existing system and infrastructure to NITI Aayog in running condition;

- At the end of the Contract Period, Bidder will be required to provide necessary handholding and transition support to designated staff or any other Agency that is selected for maintaining the system post the Contract with Bidder. The handholding support will include but not be limited to, conducting detailed walkthrough and demonstrations for the IT Infrastructure, handing over all relevant documentation, addressing the queries/clarifications of the new Agency with respect to the working / performance levels of the solution, conducting training sessions, etc.
- Maintenance of log, tracking of services, keep history of data (role base updation), feedback form, updation of FAQ and guidelines will also continue in existing system.



**SCHEDULE – 2: AGREEMENT**

**AGREEMENT**

**FOR**

**WEB APPLICATION DEVELOPMENT AND MAINTENANCE**

**(please see last section)**

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**RFQ-cum-RFP for Appointment of Web Application Development and Maintenance Agency****SCHEDULE-3: DATA SHEET**

<b>Reference</b>	<b>Description</b>
Objective of the consulting assignment	The objective of this assignment is to seek services of Web Development Agency for Web Application management, maintenance and updation which involves inclusion/removal/modification of indicators and methodologies during the contract period as specified by Authority.
Date of Issuance of the RFQ-cum-RFP	12-12-2018 17.00 hrs.
Last date for receiving queries / clarification	16-12-2018 15.30 hrs.
Pre- Proposal Conference	18-12-2018 16.00 hrs.
Last date for uploading replies to the queries and corrigendum by Authority	21-12-2018 15.30 hrs.
Due Date time for Submission of Proposal (Proposal Due Date - PDD)	22-01-2019 15.30 hrs.
Venue for Submission of Proposal on or before PDD	Room No 276, NITI Aayog, Government of India, Sansad Marg, New Delhi
Bid Validity	3 months from Proposal Due Date
Opening of the "RFQ" envelope	22-01-2019 16.00 hrs.
Bid Security	INR 1,00,000/-
Performance Security	10% of Total Financial Bid (Agreement Value)
Opening of the Technical Proposal	24-01-2019 16.00 hrs.
Presentation on Technical Proposal to Technical Sub-Committee	28-01-2019 16.00 hrs.
Evaluation of the Technical Proposal	Within 2 weeks from the date of Presentation on Technical Proposal
Opening of the Financial Proposal	A week after the Evaluation of Technical Proposal (To be informed later)
Declaration of Short listed Firms	Within a week after the opening of financial proposal (To be informed later)
Contact Person	Director (Health) Room No. 276, NITI Aayog Sansad Marg, New Delhi 110001 Email: <a href="mailto:dirhealth-niti@gov.in">dirhealth-niti@gov.in</a> (Tel) +91 11 23096823
Proposal submission	Consultants must submit: Pre-Qualification Proposal: Two copies hard bound (one original + one copy) and one soft copy (PDF Format) Technical Proposal: Two copies hard bound (one original + one copy) and one soft copy (PDF Format).

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**RFQ-cum-RFP for Appointment of Web Application Development and Maintenance Agency**

<b>Reference</b>	<b>Description</b>
	Financial Proposal: One original hard copy.
Evaluation weightage	The consultant to state cost in Indian Rupees only. The weights given to Technical Proposal and Financial Proposal are $T_w=0.8$ and $F_w= 0.2$ respectively
Letter of Award (LoA)	15 days from date of opening of Financial Proposal
Signing of Agreement	Within 15 days of LoA

**SCHEDULE-4: GUIDANCE NOTE ON CONFLICT OF INTEREST**

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFQ-cum-RFP and shall be read together therewith in dealing with specific cases.
2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
  - (a) Authority and Consultants:
    - (i) Potential consultant should not be privy to information from the Authority which is not available to others.
    - (ii) Potential consultant should not have defined the project when earlier working for the Authority.
    - (iii) Potential consultant should not have recently worked for the Authority overseeing the project.
  - (b) Consultants and Concessionaires/Contractors:
    - (i) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/contractor save and except relationships restricted to project-specific and short-term assignments.
    - (ii) No consultant should be involved in owning or operating entities resulting from the project.
    - (iii) No consultant should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the consultants become aware of them.
5. Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the consultant’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full

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**RFQ-cum-RFP for Appointment of Web Application Development and Maintenance Agency**

disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.

6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called “scope–creep” arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.
8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

**APPENDICES**

**APPENDIX-I: PRE-QUALIFICATION PROPOSAL: FORM-1**

**LETTER OF PROPOSAL**

(On Applicant's letter head)

[Location, Date]

To

Director (Health)  
Room No. 276, NITI Aayog  
Sansad Marg, New Delhi 110001  
Email: [dirhealth-niti@gov.in](mailto:dirhealth-niti@gov.in)  
(Tel) 011-23096823

**Sub:** RFQ-cum-RFP dated [date] for Selection of Consultant for **providing Consultancy Services for Web Application Development and maintenance**

Dear Sir,

With reference to your RFQ-cum-RFP Document dated ....., I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for the ..... Project. The proposal is unconditional and unqualified.

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/We declare that:
  - (a) I/We have examined and have no reservations to the RFQ-cum-RFP Documents, including any Addendum issued by the Authority;
  - (b) I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFQ-cum-RFP Document;

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- (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFQ-cum-RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
- (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFQ-cum-RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFQ-cum-RFP document.
8. I/We declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as a Consultant.
9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.\$
12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above-mentioned Project.
13. The Bid Security of Rs. .... (Rupees ..... ) in the form of a Demand Draft is attached, in accordance with the RFQ-cum-RFP document.
14. I/We agree and understand that the proposal is subject to the provisions of the RFQ-cum-RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.

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<sup>§</sup> In case the Applicant is unable to provide the certification specified in Paragraph 12, it may precede the Paragraph by the words viz. "Except as specified in Schedule ..... hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Application. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Applicant for pre-qualification hereunder.



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**RFQ-cum-RFP for Appointment of Web Application Development and Maintenance Agency**

15. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFQ-cum-RFP.
16. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form-5.
17. In the event of my/our firm/ consortium being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at Schedule–2 of the RFQ-cum-RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
18. I/We have studied RFQ-cum-RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
19. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
20. I/We agree and undertake to abide by all the terms and conditions of the RFQ-cum-RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFQ-cum-RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant / Lead Member)

**APPENDIX-I: PRE-QUALIFICATION PROPOSAL: FORM-2**

**Particulars of the Applicant**

1.1	Title of Consultancy: <b>Web Application Development and maintenance</b>
1.2	Title of Project: ..... Project
1.3	State whether applying as Sole Firm or Lead Member of a consortium: Sole Firm or Lead Member of a consortium
1.4	State the following: Name of Company or Firm: Legal status (e.g. incorporated private company, unincorporated business, partnership etc.): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of authorised signatory of the Applicant: Name: Designation: Company: Address: Phone No.: E-mail address:
1.5	If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms: (i) Name of Firm: (ii) Legal Status and country of incorporation (iii) Registered address and principal place of business.
1.6	For the Applicant, (in case of a consortium, for each Member), state the following information: (i) In case of non-Indian Firm, does the Firm have business presence in India? Yes/No If so, provide the office address (es) in India.  (ii) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No

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	<p>(iii) Has the Applicant/ Member ever failed to complete any work awarded to it by any public authority/ entity in last five years? Yes/No</p> <p>(iv) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No</p> <p>(v) Has the Applicant or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years? Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.</p>
1.7	<p>Does the Applicant’s firm/company (or any member of the consortium) combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer? Yes/No</p> <p>If yes, does the Applicant (and other Member of the Applicant’s consortium) agree to limit the Applicant’s role only to that of a consultant/ adviser to the Authority and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity? Yes/No</p>
1.8	<p>Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services? Yes/No</p> <p>If yes, does the Applicant agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant? Yes/No</p> <p>If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser for the Authority only?  <p style="text-align: right;">Yes/No</p></p> <p>(Signature, name and designation of the authorised signatory) For and on behalf of .....</p>

**APPENDIX-I: PRE-QUALIFICATION PROPOSAL: FORM-3 (A)**

**Abstract of Eligible Assignments of the Applicant<sup>§</sup>**

S.No	Name of Project	Name of Client	Estimated capital cost of Project (in Rs. crore/ US\$ million)	Payment <sup>\$\$</sup> of professional fees received by the Applicant (in Rs. crore)
(1) <sup>£</sup>	(2)	(3)	(4)	(5)
1				
2				
3				
4				

<sup>§</sup> The Applicant should provide details of only those projects that have been undertaken by it under its own name.

<sup>\$\$</sup> Exchange rate for conversion of US \$ shall be as per RFQ-cum-RFP

<sup>£</sup> The names and chronology of Eligible Assignments included here should conform to the project-wise details submitted in Appendix-I.

<p>Certificate from the Statutory Auditor<sup>§</sup></p> <p>This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/ or the clients.</p> <p>Name of the audit firm:</p> <p>Seal of the audit firm</p> <p>Date:</p> <p>(Signature, name and designation of the authorised signatory)</p>
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<sup>§</sup> In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

**Note:** The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant

**APPENDIX-I: PRE-QUALIFICATION PROPOSAL: FORM-3 (B)**

**Abstract of Specific Assignments of the Applicant<sup>§</sup>**

S.No	Name of Project	Name of Client	Estimated capital cost of Project (in Rs. crore/ US\$ million)	Payment <sup>\$\$</sup> of professional fees received by the Applicant (in Rs. crore)
(1) <sup>£</sup>	(2)	(3)	(4)	(5)
1				
2				
3				
4				

<sup>§</sup> The Applicant should provide details of only those projects that have been undertaken by it under its own name.

<sup>\$\$</sup> Exchange rate for conversion of US \$ shall be as per RFQ-cum-RFP

<sup>£</sup> The names and chronology of Specific Assignments included here should conform to the project-wise details submitted in Appendix-I.

<p>Certificate from the Statutory Auditor<sup>§</sup></p> <p>This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/ or the clients.</p> <p>Name of the audit firm:</p> <p>Seal of the audit firm</p> <p>Date:</p> <p>(Signature, name and designation of the authorised signatory)</p>
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<sup>§</sup> In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

**Note:** The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant

**APPENDIX-I: PRE-QUALIFICATION PROPOSAL: FORM-4**

**Average Annual Turnover from Consultancy Services of the Applicant**

Sr. No.	Financial years	Annual Turnover from Consultancy Services of Applicant (INR)
1.	2014-15	
2.	2015-16	
3.	2016-17	
4.	Average Annual Turnover from Consultancy Services of Applicant	[indicate sum of above divided by 3]

Certificate from the Statutory Auditor / Chartered Accountant

This is to certify that [name of company] [registered address] has received the payments shown above against the respective years.

Name of Authorized Signatory

Designation

Name of firm

Signature of Authorized Signatory

Seal of Audit firm

**Note:** In case of a consortium, above form has to be submitted for each consortium member and Minimum Eligibility Criteria for revenue should be satisfied by the Lead Member.

**APPENDIX-I: PRE-QUALIFICATION PROPOSAL: FORM-5**

**Format for Power of Attorney**

Know all men by these presents, We, ..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing at ....., who is presently employed with/ retained by us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the “Authorised Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Technical Consultant for for the ..... Project, proposed to be developed by the ..... (the “Authority”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

For .....  
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....  
(Signature, name, designation and address of the Attorney)

Notes:

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**RFQ-cum-RFP for Appointment of Web Application Development and Maintenance Agency**

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.



**APPENDIX-I: PRE-QUALIFICATION PROPOSAL: FORM-6**

**Format for Power of Attorney for Lead Member of JV/ Consortium**

(To be executed by all members of the Consortium)

Whereas the NITI Aayog, Government of India (the “Authority”) has invited proposals for selection of consultant for [name of assignment] (the “Consultancy”).

Whereas, [name of Party], [name of Party] and [name of Party] (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Consultancy in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Consultancy, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Member in-charge with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Consultancy and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS,

We, [name of Party] having our registered office at [registered address], M/s. [name of Party], having our registered office at [registered address], and M/s. [name of Party], having our registered office at [registered address], (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s [name of Member In-charge], having its registered office at [registered address], being one of the Members of the Consortium, as the Member In-charge and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate to any person) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the performance of the services related to the Consultancy, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Consultancy, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the

Letter of Acceptance, participate in bidders’ and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Client, and/ or any other government agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Consultancy and/ or upon award thereof until the Contract is entered into with the Client.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in ‘yyyy’ format].

SIGNED, SEALED & DELIVERED

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**RFQ-cum-RFP for Appointment of Web Application Development and Maintenance Agency**

For and on behalf of

MEMBER IN-CHARGE by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

SECOND PART by:

[Signature]

[Name]

[Designation]

[Address]

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal or official seal of all members.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.
4. In case of a consortium, above form has to be submitted for each consortium member and Minimum Eligibility Criteria for revenue should be satisfied by the Lead Member.

**APPENDIX-I: PRE-QUALIFICATION PROPOSAL: FORM-7**

**Format for Joint Bidding Agreement (in case of JV/ consortium)**

(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the [date in words] day of

[month in words] [year in 'yyyy' format].

AMONGST

1. [Name of company], a company incorporated under the Companies Act, 1956 and having its registered office at [registered address] (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND,

2. [Name of company], a company incorporated under the Companies Act, 1956 and having its registered office at [registered address] (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns);

The above mentioned parties of the [FIRST AND SECOND] PART are collectively referred to as the "Parties" and each is individually referred to as a "Party".

WHEREAS,

- (a) NITI Aayog, Government of India having its office at Sansad Marg, New Delhi - 110001 (hereinafter referred to as the "Client" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals ("the Applications") by its Request for Qualification-cum-Request for Proposal No. [number] dated [date] (the "RFQ-cum-RFP") for appointment of consultant for [name of assignment] (the "Consultancy").
- (b) The Parties are interested in jointly bidding for the Consultancy as members of a Consortium and in accordance with the terms and conditions of the RFQ-cum-RFP document and other bid documents in respect of the Consultancy, and
- (c) It is a necessary condition under the Consultancy document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

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## RFQ-cum-RFP for Appointment of Web Application Development and Maintenance Agency

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretations: In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFQ-cum-RFP.
2. Consortium
  - (a) The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the selection process for the Consultancy.
  - (b) The Parties hereby undertake to participate in the Bidding process only through this Consortium and not individually and/ or through any other consortium constituted for this Consultancy, either directly or indirectly or through any of their Affiliates.
3. Covenants: The Parties hereby undertake that in the event the Consortium is declared the selected Consultant and awarded the Consultancy, the Parties shall enter into a contract for consultancy services (“Contract”) with the Client and for performing all obligations as the Consultant in terms of the Contract for the Consultancy.
4. Role of the parties: The Parties hereby undertake to perform the roles and responsibilities as described below:
  - (a) Party of the First Part shall be the Member in Charge of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the selection process for the Consultancy and until the Effective Date under the Contract;
  - (b) Party of the Second Part shall be [role]; and
5. Joint and Several Liability: The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Consultancy and in accordance with the terms of the RFQ-cum-RFP and the Contract, for the performance of the Contract.
6. Member in-charge: Without prejudice to the joint and several liability of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Contract through the Member in Charge and the Client shall be entitled to deal with such Member in Charge as the representative of all Members. Each Party agrees and acknowledges that:
  - (a) any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Member in Charge on any matters related to the Contract shall be deemed to have been on its behalf and shall be binding on it. The Client shall be entitled to rely upon any such action, decision or communication from the Member in Charge;
  - (b) consolidated invoices for the services in relation to the Consultancy performed by all the Members/Parties shall be prepared and submitted by the Member in Charge and the Client shall have the right to release payments solely to the Member in Charge and the Client shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Parties;
  - (c) any notice, communication, information or documents to be provided to the Consultant shall be delivered to the authorized representative of the Consultant (as designated pursuant to the Contract) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Parties.

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**RFQ-cum-RFP for Appointment of Web Application Development and Maintenance Agency**

7. Representation of the Parties: Each Party represents to the other Parties as of the date of this Agreement that:
- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
  - (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Party is annexed to this Agreement, and will not, to the best of its knowledge:
    - (i) require any consent or approval not already obtained;
    - (ii) violate any Applicable Law presently in effect and having applicability to it;
    - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
    - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
    - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
  - (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
  - (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.
8. Termination: This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Effective Date under the Contract, in case the Consultancy is awarded to the Consortium. However, in case the Consortium is not selected for award of the Consultancy, the Agreement will stand terminated upon intimation by the Client that it has not been selected and upon return of the Bid Security by the Client.
9. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Institution.

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**RFQ-cum-RFP for Appointment of Web Application Development and Maintenance Agency**

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED & DELIVERED For and on behalf of

MEMBER IN-CHARGE by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED For and on behalf of

SECOND PART by:

[Signature]

[Name]

[Designation] [Address]

In presence of:

1. [Signature, name and address of witness]
2. [Signature, name and address of witness]

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal or official seal of all members.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

**APPENDIX-I: PRE-QUALIFICATION PROPOSAL: FORM-8**

**Format for Bank Guarantee Format for Bid Security**

(Refer Clause 2.20)

B.G. No.

Dated:

1. In consideration of you, ....., having its office at ....., (hereinafter referred to as the “**Authority**”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of ..... (a company registered under the Companies Act, 1956/ 2013) and having its registered office at ..... (and acting on behalf of its Consortium) (hereinafter referred to as the “**Applicant**” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for appointment of Consultant for [name of assignment] (hereinafter referred to as the “**Consultancy**”) pursuant to the RFQ-cum-RFP Document dated ..... issued in respect of the Consultancy and other related documents including without limitation the Agreement (hereinafter collectively referred to as “**RFQ-cum-RFP**”), we (Name of the Bank) having our registered office at ..... and one of its branches at ..... (hereinafter referred to as the “**Bank**”), at the request of the Applicant, do hereby in terms of relevant clause of the RFQ-cum-RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFQ-cum-RFP Documents by the said Applicant and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. .... (Rupees ..... only) (hereinafter referred to as the “**Guarantee**”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Applicant if the Applicant shall fail to fulfil or comply with all or any of the terms and conditions contained in the said RFQ-cum-RFP Documents.
2. Any such written demand made by the Authority stating that the Applicant is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFQ-cum-RFP Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Applicant or any other person and irrespective of whether the claim of the Authority is disputed by the Applicant or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Applicant to fulfil and comply with the terms and conditions contained in the RFQ-cum-RFP Documents including failure of the said Applicant to keep its Proposal open during the Bid validity period as set forth in the said RFQ-cum-RFP for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees ..... only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 135 (one hundred and thirty five) days from the Proposal Due Date and a further claim period of 30 (thirty) days or for such extended period as may be mutually agreed between the Authority and the Applicant, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

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**RFQ-cum-RFP for Appointment of Web Application Development and Maintenance Agency**

5. The Guarantee shall not be affected by any change in the constitution or winding up of the Applicant or the Bank or any absorption, merger or amalgamation of the Applicant or the Bank with any other person.
6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFQ-cum-RFP Document or to extend time for submission of the Proposals or the Bid Validity period or the period for conveying of Letter of Acceptance to the Applicant or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFQ-cum-RFP Document by the said Applicant or to postpone for any time and from time to time any of the powers exercisable by it against the said Applicant and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFQ-cum-RFP Document or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Applicant or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Applicant or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
9. It shall not be necessary for the Authority to proceed against the said Applicant before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Applicant or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. [in figures] ([in words]). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before [date].

Signed and Delivered by ..... Bank

By the hand of Mr./Ms ....., its ..... and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)



**APPENDIX-II: TECHNICAL PROPOSAL: FORM-1**

**Proposed Methodology and Work Plan**

The proposed methodology and work plan shall be described as follows:

**1. Understanding of TOR (not more than five pages)**

The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

**2. Methodology and Work Plan (not more than ten pages)**

The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant will submit a brief write up on its proposed team and organisation of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Applicant is a consortium, it should specify how the expertise of each firm is proposed to be utilised for this assignment. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

**Note:** Marks will be deducted for writing lengthy and out of context responses.

**APPENDIX-II: TECHNICAL PROPOSAL: FORM-2(A)**

**Team Composition and Task Assignments**

1. Key Personnel				
Name of staff and position assigned	Firm	Area of expertise	Educational Qualifications and Relevant Experience	Tasks assigned

2. Support staff (not to be evaluated)				
Name of staff and position assigned	Firm	Area of expertise	Educational Qualifications and Relevant Experience	Tasks assigned

**APPENDIX-II: TECHNICAL PROPOSAL: FORM-2 (B)**

**Curriculum Vitae (CV) of Key Personnel**

1.	Proposed position	
2.	Name of firm	
3.	Name of staff	
4.	Date of birth	
5.	Nationality	
6.	Education	[Indicate college/university and specialized education of staff member, giving names of institutions, degrees obtained, and year of obtainment starting from the latest degree]
7.	Membership of Professional Organizations	
8.	Training & Publications	[Indicate significant training education degrees (under 5) were obtained]
9.	Countries of Work Experience	[List countries where staff has worked in the last ten years]
10.	Languages	Language
		Proficiency (good/ fair/ poor)
		Speaking      Reading      Writing
		English
11.	Employment record [Starting with present position, list in reverse order every employment held by staff member since graduation]	Name of Organization
		Position held
		Duration
		YYYY to present
12.	Details of tasks assigned	
13.	Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned	[Among the assignments in which the Staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks assigned] Name of assignment or project: Year: Location: Client:

**RFQ-cum-RFP for Appointment of Web Application Development and Maintenance Agency**

		Project Cost and Consultancy Fee:
		Main project features: Positions held: Activities performed:
14.		Name of assignment or project: Year: Location: Client: Project Cost and Consultancy Fee: Main project features: Positions held: Activities performed:
15.	Certification	I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.
Signature		Signature
Date: [dd/mm/yyyy]		Date: [dd/mm/yyyy]
Name of staff member:		Name of Authorized Signatory:

Note:

Please strictly restrict the number of pages per CV to six (06) pages (three sheets if printed both sides). The one-page summary shall be over and above the six (06) page CV. Pages in the CV greater than these limits shall not be considered for evaluation. Please strictly follow the above template for the key staff CV since any deviation may lead to deduction in marks.

**APPENDIX-II: TECHNICAL PROPOSAL: FORM-3(A)**

**Eligible Assignments of Key Personnel**

	Name of Key Personnel:	
	Designation of Key Personnel:	
	Name of the Project:	
	Length in km or other particulars	
	Name of Consulting Firm where employed:	
	Description of services performed by the Key Personnel (including designation):	
	Name of client and Address: (indicate whether public or private)	
	Name and telephone no. of client's representative:	
	Estimated capital cost of the Project (in Rs crore or US\$ million):	
	Start date of the services (month/ year):	
	Finish date of the services (month/ year):	
	Brief description of the Project:	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief. (Signature and name of Key Personnel)		

Notes:

1. Use separate sheet for each Eligible Assignment.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.
3. Exchange rate for conversion of US \$ shall be as per the RFQ-cum-RFP

**APPENDIX-II: TECHNICAL PROPOSAL: FORM-3(B)**

**Specific Assignments of Key Personnel**

	Name of Key Personnel:	
	Designation of Key Personnel:	
	Name of the Project:	
	Length in km or other particulars	
	Name of Consulting Firm where employed:	
	Description of services performed by the Key Personnel (including designation):	
	Name of client and Address: (indicate whether public or private)	
	Name and telephone no. of client's representative:	
	Estimated capital cost of the Project (in Rs crore or US\$ million):	
	Start date of the services (month/ year):	
	Finish date of the services (month/ year):	
	Brief description of the Project:	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief. (Signature and name of Key Personnel)		

**Notes:**

1. Use separate sheet for each Specific Assignment.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.
3. Exchange rate for conversion of US \$ shall be as per the RFQ-cum-RFP

**APPENDIX-II: TECHNICAL PROPOSAL: FORM-4**

**Abstract of Assignments of Key Personnel<sup>§</sup>**

Name of Key Personnel:

Designation:

S.No	Name of Project <sup>§</sup>	Assignment Category [Eligible / Specific ]	Name of Client	Estimated capital cost of project (in Rs. cr./ US\$ million)	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the assignment	Date of completion of the assignment	Man days spent
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

<sup>§</sup> Use Separate Form for each Key Personnel.

**Note:** The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

**APPENDIX-II: TECHNICAL PROPOSAL: FORM-5**

**Proposal for Sub-Consultant(s)**

(Refer Clause 2.14.8)

1.	Details of the Firm				
	Firm's Name, Address and Telephone				
	Name and Telephone No of the Contact Person				
	Field of Expertise				
	No of Years in business in the above Field				
2.	Services that are proposed to be sub contracted				
3.	Person who will lead the Sub-Consultant				
	Name: Designation: Telephone No: Email:				
4.	Details of Firm's previous experience				
	Name of Work	Name, address and telephone no. of Client	Total Value of Services Performed	Duration of Services	Date of Completion of Services
	1.	1.	1.	1.	1.
	2.	2.	2.	2.	2.
	3.	3.	3.	3.	3.
(Signature and name of the authorised signatory)					

Note:

The Proposal for Sub-Consultant(s) shall be accompanied by the details specified in Form 2 and Form 3 of Appendix-II

Use separate form for each Sub-Consultant



**APPENDIX-III: FINANCIAL PROPOSAL: FORM-1**

Covering Letter

(On Applicant's letter head)

To

Director (Health)  
Room No. 276, NITI Aayog  
Sansad Marg, New Delhi 110001  
Email: [dirhealth-niti@gov.in](mailto:dirhealth-niti@gov.in)  
(Tel) +91 11 23096823

Dear Sir,

Subject: Consultancy for "Web Application Development and maintenance".

We, the undersigned, offer to provide the services for \_\_\_\_\_ <name of assignment> \_\_\_\_\_ in accordance with your RFQ-cum-RFP dated \_\_\_\_\_ and our Proposal. We, \_\_\_\_\_ (Authorized signatory's name) herewith enclose the Financial Proposal for the above. Our attached Financial Proposal is for a sum of \_\_\_\_ <amount(s) in words and figures> \_\_\_\_\_.

We agree that this offer shall remain valid for a period of 180 (one hundred eighty) days from the due date or such further period as may be mutually agreed upon.

We undertake that, in competing for (and, if the award is made to us, in executing) the above assignment, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988".

Yours faithfully,

(Signature, name and designation of the Authorized signatory)

Name of Firm:

Address:

Note: The Financial Proposal is to be submitted strictly as per Form 2 of Appendix-III given in the RFQ-cum-RFP.

**APPENDIX-III: FINANCIAL PROPOSAL: FORM-2**

**Financial Proposal**

Subject: Consultancy Services for “Web Application Development and maintenance”

<b>Sr. No.</b>	<b>Description</b>	<b>Amount in words (INR)</b>	<b>Amount in figures (INR)</b>
1	Bid excluding Applicable Taxes		
2	Applicable Taxes		
3	Total Financial Bid including Applicable Taxes		

Note:

1. The financial evaluation shall be based on the Total Financial Bid (as at Sr. No. 3 of the table above);
2. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws, withholding taxes if any.

(Signature, name and designation of the Authorized signatory)

Name of Firm:

Address:

### APPENDIX-III: FINANCIAL PROPOSAL: FORM-3

#### Estimates of Personnel Costs

<b>Key Personnel</b>					
<b>S.No</b>	<b>Name</b>	<b>Position</b>	<b>Man day Rate (Rs.)</b>	<b>Total Man Days</b>	<b>Amount (Rs)</b>
1					
2					
3					
4					
5					
Sub Total for Key Personnel (A)				[sum of Man days]	[sum of Amount]
<b>Support Personnel</b>					
<b>S.No</b>	<b>Name</b>	<b>Position</b>	<b>Man day Rate (Rs.)</b>	<b>Total Man Days</b>	<b>Amount (Rs)</b>
1					
2					
3					
4					
5					
Sub Total for Support Personnel (B)				[sum of Man days]	[sum of Amount]
Grand Total (A+B)					

## **APPENDIX-IV: FEATURES & FUNCTIONALITIES OF EXISTING NITI AAYOG WEB PORTAL (social.niti.gov.in)**

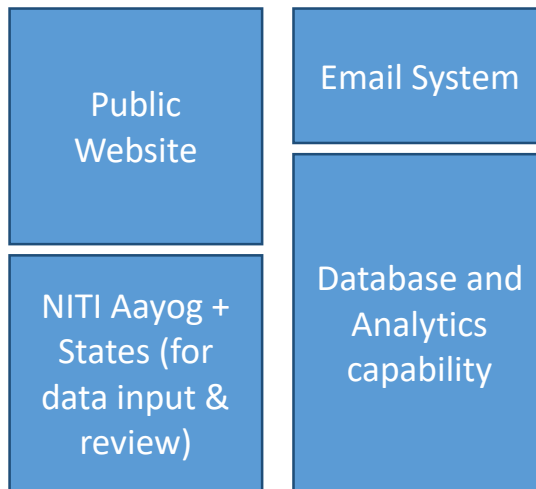
- i. Designed and developed a web-portal, which is clutter free, engaging, user friendly, visually attractive, smooth and fast including easy options for search and support, downloadability of select data tables, pie charts, publicly shareable data etc. and compatible and responsive to all digital platforms/devices (mobile – Android/iOS etc., tablets, iPads, laptops, desktops etc.);
- ii. The web-portal have the following capabilities:
  - a. Capability to provide for uploading and publishing of online questionnaires;
  - b. Capability where the users (states) could input answer to questions in Yes/No/NA format or could enter a data (in number or percentages etc.) wherever applicable against each of the indicative parameter. Further, capability to upload and download data tables, supporting documents such as scanned files, word docs, ppts etc. to be enabled in the website for Admin and State Governments. Capabilities to download select files/data tables (as approved by the Authority) to be made for general public.
  - c. Capability to assign different weightages/scores to various parameters;
  - d. Flexibility to change parameters, reduce/increase parameters;
  - e. Capability to save the questionnaires/data input tables for allowing users to enter the data at a later point in time to edit/complete it;
  - f. Capability to source and manage feedback from the public or other stakeholders who view the website contents;
  - g. Capability to support announcements on events, calendars, advertisements, notices, new initiatives etc. to be supported in the website;
- iii. The back-end of the web-portal has basic analytical capability to calculate scores of each states based on inputs provided by them. Each state will get an aggregate scope for each sector. Based on such scores, the web portal be able to publish and update the relative ranks of states, data tables etc. on a dynamic basis, for each sector, as and when required throughout the assignment period;
- iv. The web portal comply with the applicable guidelines and policies of the Government regarding safety, security etc.;

### **Features and Functionalities**

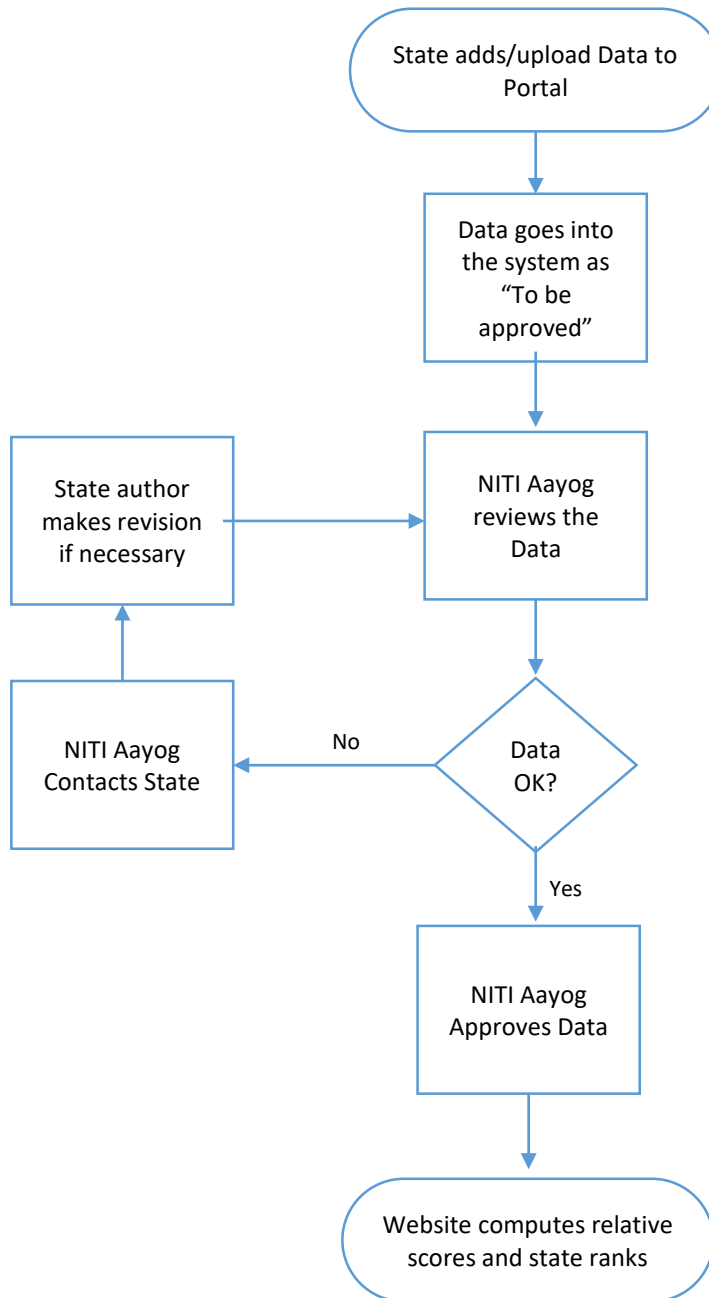
- Admin Portal:
  - Admin Login: The NITI Aayog admin login to review data provided by all the States
  - Dashboards: Admin can view dashboard to view critical information like pending data from specific state, data sent for revision, approved data etc.
  - Evaluation page: Admin to review data and provide acceptance or rejection
  - Add State page: In future, if required to add new state, the website can add new state and create their portal login credentials, user provisioning and access control management.
- State Login: Every state has their login credential to upload their data in the website
- Public Website: Site to display contents, dashboard, including state relative rankings etc. on the sectors of interest.
- Email Notification: Once the data get uploaded by the state, an auto generated email notification will be sent to NITI Aayog.
- Dashboard: Dashboards in the public website for visualization of state information and rankings (through visually attractive formats such as Maps, pie charts, graphs etc.) with details as given below.
  - Rankings of all the states on visually attractive maps or other display graphics;

- Display of Data Tables (wherever approved by NITI Aayog)
- Display of pie-charts, graphs etc. (wherever approved by the NITI Aayog)
- Option of sourcing more information about reforms and policy initiatives etc. supported through the dashboard
- Rank Published on the website through Automated Ranking Process (back-end data analytics): After evaluation and validation of the data from all the state, ranks for every state calculated by the system automatically based on aggregate relative scores for each of the sector and publish them on this website.

Functional Architecture: Indicative function architecture is displayed below:



**Workflow: Indicative workflow as envisaged by the Authority is displayed below:**



**SCHEDULE – 2: AGREEMENT**

**AGREEMENT**

**FOR**

**WEB APPLICATION DEVELOPMENT AND MAINTENANCE**

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## AGREEMENT

### WEB APPLICATION MANAGEMENT, MAINTENANCE AND UPDATION

This AGREEMENT (hereinafter called the “**Agreement**”) is made on the ..... day of the month of ..... 20..., between, on the one hand, the [President of India acting through .....] (hereinafter called the “**Authority**” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, ..... (hereinafter called the “**Consultant**” which expression shall include their respective successors and permitted assigns).

#### WHEREAS

- (A) The Authority vide its Request for Proposal for Web Application Management, Maintenance and updation (hereinafter called the “**Consultancy**”) for the ..... Project (hereinafter called the “**Project**”);
- (B) the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFQ-cum-RFP and this Agreement; and
- (C) the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated ..... (the “**LOA**”); and
- (D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

## 1. GENERAL

### 1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) “**Agreement**” means this Agreement, together with all the Annexes;
- (b) “**Agreement Value**” shall have the meaning set forth in Clause 6.1.2;
- (c) “**Applicable Laws**” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (d) “**Confidential Information**” shall have the meaning set forth in Clause 3.3;
- (e) “**Conflict of Interest**” shall have the meaning set forth in Clause 3.2 read with the provisions of RFQ-cum-RFP;
- (f) “**Dispute**” shall have the meaning set forth in Clause 9.2.1;
- (g) “**Effective Date**” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (h) “**Expatriate Personnel**” means such persons who at the time of being so hired had their domicile outside India;

- (i) “**Government**” means the Government of .....
- (j) “**INR, Re. or Rs.**” means Indian Rupees;
- (k) “**Member**”, in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and “**Members**” means all of these entities;
- (l) “**Party**” means the Authority or the Consultant, as the case may be, and **Parties** means both of them;
- (m) “**Personnel**” means persons hired by the Consultant or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;
- (n) “**Resident Personnel**” means such persons who at the time of being so hired had their domicile inside India;
- (o) “**RFQ-cum-RFP**” means the Request for Qualification cum Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
- (p) “**Services**” means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (q) “**Sub-Consultant**” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 4.6; and
- (r) “**Third Party**” means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFQ-cum-RFP.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) RFQ-cum-RFP; and
- (d) Letter of Award.

## 1.2 **Relation between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

## 1.3 **Rights and obligations**

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

**1.4 Governing law and jurisdiction**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

**1.5 Language**

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

**1.6 Table of contents and headings**

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

**1.7 Notices**

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- a) in the case of the Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number as the Consultant may from time to time specify by notice to the Authority;
- b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city as the Authority's office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and
- c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post, it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

**1.8 Location**

- (a) The Services shall be performed at the NIC NITI Aayog, in accordance with the provisions of RFQ-cum-RFP.
- (b) The Authority may require the Consultant to spend required man hours at the offices of the Authority and the Consultant agrees and undertakes to provide such services on a best effort basis and without any un-reasonable delay.

**1.9 Authority of Lead Member**

In case the Consultant consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Consultant’s rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority.

**1.10 Authorised Representatives**

1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

1.10.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

.....

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Tel: .....

Mobile: .....

Email: .....

1.10.3 The Consultant may designate one of its employees as Consultant’s Representative. Unless otherwise notified, the Consultant’s Representative shall be:

.....

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Tel: .....

Mobile: .....

Email: .....

**1.11 Taxes and duties**

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

**2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT**

**2.1 Effectiveness of Agreement**

This Agreement shall come into force and effect on the date of this Agreement (the “Effective Date”).

**2.2 Commencement of Services**

The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

### 2.3 **Termination of Agreement for failure to commence Services**

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Consultant shall stand forfeited.

### 2.4 **Expiry of Agreement**

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 90 (ninety) days after the delivery of the final deliverable to the Authority; and (ii) the expiry of [1 (one) year] from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

### 2.5 **Entire Agreement**

2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFQ-cum-RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFQ-cum-RFP shall apply.

### 2.6 **Modification of Agreement**

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

### 2.7 **Force Majeure**

#### 2.7.1 Definition

- (a) For the purposes of this Agreement, "**Force Majeure**" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### 2.7.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

### 2.7.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

### 2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### 2.7.5 Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

## 2.8 Suspension of Agreement

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.

## 2.9 Termination of Agreement

### 2.9.1 By the Authority

The Authority may, by not less than 15 (fifteen) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or

within such further period as the Authority may have subsequently granted in writing;

- (b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- (e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

#### 2.9.2 By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- (a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;
- (b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- (c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

#### 2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

#### 2.9.4 Cessation of Services



Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

#### 2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- (i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- (iii) except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

#### 2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3. OBLIGATIONS OF THE CONSULTANT**

#### **3.1 General**

##### 3.1.1 Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Consultants or Third Parties.

##### 3.1.2 Terms of Reference

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the "TOR") at Annex-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

##### 3.1.3 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

### 3.2 **Conflict of Interest**

3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the completion of this assignment or to consulting assignments granted by banks/lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

Neither the Consultant nor its Sub-Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFQ-cum-RFP as Conflict of Interest.

3.2.4 Consultant not to benefit from commissions, discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance

security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, *inter alia*, the time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFQ-cum-RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) “**corrupt practice**” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;
- (b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### 3.3 Confidentiality

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or

derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("**Confidential Information**"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

### 3.4 **Liability of the Consultant**

- 3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- 3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- 3.4.3 The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:
  - (i) for any indirect or consequential loss or damage; and
  - (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2 whichever of (a) or (b) is higher.
- 3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

### 3.5 Insurance to be taken out by the Consultant

#### 3.5.1 It is agreed that:

- (a) The Consultant shall, for the duration of this Agreement, take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant's, as the case may be) own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.
- (b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.
- (c) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Authority.
- (d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Consultant or require an undertaking to that effect.

#### 3.5.2 The Parties agree that the risks and coverages shall include but not be limited to the following:

- (a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub consultants or their Personnel for the period of consultancy.
- (b) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of Rs. 10,00,000/- (Rs. Ten Lakhs Only);
- (c) Professional Liability Insurance: Consultants will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Consultant's negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India, for a period of five years beyond completion of Consultancy Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder or (ii) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency]. The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in the contract. In case of joint venture or 'in association', the policy should be in the name of joint

venture / in association entity and not by the individual partners of the joint venture/association.

- (d) Employer's liability and workers' compensation insurance shall be in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant revisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.
- (e) Any other insurance that may be necessary to protect the Client, its employees and its assets (against loss, damage or destruction, at replacement value) including rioting and all Force Majeure Events that are insurable.

### 3.6 **Accounting, inspection and auditing**

The Consultant shall:

- (a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and
- (b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

### 3.7 **Consultant's actions requiring the Authority's prior approval**

The Consultant shall obtain the Authority's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Professional Personnel as are not listed in Annex-2.
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or
- (c) any other action that is specified in this Agreement.

### 3.8 **Reporting obligations**

The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

### 3.9 **Documents prepared by the Consultant to be property of the Authority**

- 3.9.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as "**Consultancy Documents**") prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically

stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.

3.9.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.9.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'Claims') which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

### 3.10 **Equipment and materials furnished by the Authority**

Equipment and materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

### 3.11 **Providing access to Project Office and Personnel**

The Consultant shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Authority's official, who has been authorised by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

### 3.12 **Accuracy of Documents**

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

## 4. **CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS**

### 4.1 **General**

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

### 4.2 **Deployment of Personnel**

4.2.1 The designations, name and the estimated periods of engagement in carrying out the Service by each of the Consultant's Personnel are described in Annex-2 of this Agreement. The estimate of Personnel costs and man day rates are specified in Annex-3 of this Agreement.

4.2.2 Adjustments with respect to the estimated periods of engagement of Personnel set forth in the aforementioned Annex-3 may be made by the Consultant by written notice to the Authority, provided that: (i) such adjustments shall not alter the originally estimated period of engagement of any individual by more than 20% (twenty per cent) or one week, whichever is greater, and (ii) the aggregate of such adjustments shall not cause payments under the Agreement to exceed the Agreement Value set forth in Clause 6.1.2 of this Agreement. Any other adjustments shall only be made with the written approval of the Authority

4.2.3 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the Authority and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2.

#### 4.3 **Approval of Personnel**

4.3.1 The Professional Personnel listed in Annex-2 of the Agreement are hereby approved by the Authority. No other Professional Personnel shall be engaged without prior approval of the Authority.

4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall seek requisite approval from the Authority. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.4, it shall be deemed to have been approved by the Authority.

#### 4.4 **Substitution of Key Personnel**

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of one Key Personnel shall be permitted subject to reduction of remuneration equal to 20% (twenty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted. In case of a second substitution, such reduction shall be equal to 50% (fifty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted.

#### 4.5 **Resident Team Leader and Project Manager**

The person designated as the Team Leader of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, the Consultant shall designate a suitable person as Project Manager (the "**Project Manager**") who shall be responsible for day to day performance of the Services.

#### 4.6 **Sub-Consultants**



Sub-Consultants listed in Annex-2 of this Agreement are hereby approved by the Authority. The Consultant may, with prior written approval of the Authority, engage additional Sub-Consultants or substitute an existing Sub-Consultant. The hiring of Personnel by the Sub-Consultants shall be subject to the same conditions as applicable to Personnel of the Consultant under this Clause 0.

## **5. OBLIGATIONS OF THE AUTHORITY**

### **5.1 Assistance in clearances etc.**

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- (a) provide the Consultant, its Sub-Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultants or Personnel to perform the Services;
- (b) facilitate prompt clearance through customs of any property required for the Services; and
- (c) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

### **5.2 Access to land and property**

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 6.1.3.

### **5.3 Change in Applicable Law**

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

### **5.4 Payment**

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

## **6. PAYMENT TO THE CONSULTANT**

### **6.1 Cost estimates and Agreement Value**

- 6.1.1 An abstract of the cost of the Services payable to the Consultant and the schedule of the payment to be followed by the Authority are set forth in Annex-3 and Annex-4 respectively of the Agreement.

6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the “Agreement Value” or the “Contract Value”). The Parties agree that the Agreement Value is Rs. .... (Rupees. ....).

6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Consultants in order to cover any additional expenditure not envisaged in the cost estimates referred in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts as the case may be, of any such additional payments.

## 6.2 **Currency of payment**

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

## 6.3 **Mode of billing and payment**

Billing and payments in respect of the Services shall be made as follows:-

- (a) The Consultant shall be paid for its services as per the Payment Schedule at Annex-6 of this Agreement, subject to the Consultant fulfilling the following conditions:
  - (i) No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the Authority, the work pertaining to the preceding stage.
  - (ii) The Authority shall pay to the Consultant, only the undisputed amount.
- (b) The Authority shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the “Due Date”).
- (c) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 90 (ninety) days after receipt of the final deliverable by the Authority unless the Authority, within such 90 (ninety) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Authority.
- (d) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance with Clause 6.3(c). Any delay by the Consultant in

reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.

- (e) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

## **7. LIQUIDATED DAMAGES AND PENALTIES**

### **7.1 Performance Security**

- 7.1.1 Within 15 days from the issuance of Letter of Award by the Authority, the Successful Applicant shall furnish Performance Security, for an amount mentioned in SCHEDULE-3 DATA SHEET. This Performance Security shall remain valid up to 3 (three) months after the date of completion of all contractual obligations by the Successful Applicant. The Performance Security shall be in the prescribed form as provided in the RFQ-cum-RFP. Refer Annex-7 for Format of Performance Security.
- 7.1.2 Liquidated Damages for error/variation: In case any substantial error or variation or lack of integrity in the Survey data submitted by the firm is detected and such error or variation is the result of negligence or lack of due diligence on the part of the firm, the consequential damages thereof shall be quantified by the NITI Aayog in a reasonable manner and recovered from the Consultant by way of liquidated damages, subject to a maximum of 10% (ten percent) of the Contract Value.
- 7.1.3 Liquidated Damages for delay: In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 1.0% (one percent) of the Contract Value per week, subject to a maximum of 10 % (ten percent) of the Contract Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time may be granted.
- 7.1.4 If Consultant fails to fulfil its obligations in terms of the Agreement, the amount of the Performance Security shall be payable to the Authority as compensation and the Authority can invoke the said Performance Security.
- 7.1.5 If any amendment is issued to the contract, the contracting firm shall, within twenty-one days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 7.1.6 The Authority shall have the right to appropriate the Performance Security, in whole or in part, in the event of breach of Agreement or for recovery of liquidated damages. Subject to the above sub-clauses, the Authority will release the performance security without any interest to the firm on completion of the firm's all contractual obligations.

## **8. FAIRNESS AND GOOD FAITH**

### **8.1 Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

## 8.2 **Operation of the Agreement**

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

## 9. **SETTLEMENT OF DISPUTES**

### 9.1 **Amicable settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

### 9.2 **Dispute resolution**

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

### 9.3 **Conciliation**

In the event of any Dispute between the Parties, either Party may call upon [Secretary, ..... Department] and the Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

### 9.4 **Arbitration**

9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “**Rules**”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be the capital of the State where the Authority has its headquarters and the language of arbitration proceedings shall be English.

- 9.4.2 There shall be [a sole arbitrator whose appointment] / [an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment]<sup>1</sup> shall be made in accordance with the Rules.
- 9.4.3 The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.
- 9.4.4 The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.
- 9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

For and on behalf of

Consultant:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DDELIVERED

For and on behalf of

Authority

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

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<sup>1</sup> Where the Agreement Value specified in Clause 6.1.2 of this Agreement is expected to be less than Rs. 2 crore, the provision for a sole arbitrator shall be retained and where the Agreement Value is likely to be more than Rs. 2 crore, the provision for a Board shall be retained. Depending upon the Agreement Value, one of the two square parentheses shall be deleted from Clause 9.4.2 prior to the Agreement.

## **ANNEXES**

## **Annex – 1: Terms of Reference**

(Refer Clause 3.1.2)

(Reproduce Schedule-1 of RFQ-cum-RFP “Scope of Services”)

The **scope of work** of the Consultant, during the period of the assignment will include:

e) Website Maintenance:

- Install Software, module/Security patches and upgrades including bug fixes.
- Install, upgrade or modify existing modules on sites.
- There will be additions / modifications / deletions of functionalities to be developed.
- The AMC Team will make additions / modifications / deletions as necessary to facilitate content updating.
- Any errors fixing in the current functional portal will be the responsibility of AMC Team.
- Getting Security Auditing of the website from any CertIn empanelled vendor submitting to NIC-CSD for clearance.
- STQC certification.
- Manage, edit, update and maintain the site (this includes all development work)
- Support in administering the websites and maintaining applications.
- Solve/trouble-shoot website functions as required.
- Assist in developing and implementing Search Engines Optimization strategies to increase website visibility.
- Conduct feasibility studies, systems analysis, development, implementation and evaluation and testing of website improvements and web-based applications as when required.
- Provide user guidance and training support to office staff for web application.
- Training for operating CMS for content uploading will be provided by the AMC Team.
- The Team will prepare and submit the Technical and User Manual of the CMS and the website.

f) Website Monitoring and Reporting:

- Observe timeline and benchmarks for web portal, track and evaluate their usability of user’s load and gear up the performance.
- Provide constant web monitoring to ensure that the smooth functioning of web portal.
- Monitor Web portal on a daily/bi weekly basis, review users ‘accessibility, analyse usage statistics and provide timely information to concerned officers.
- Make recommendations on web portal’s enhancement and improvement of their functionality based on the gathered data from monitoring reports and its analysis.
- Staging server for website demo and security audit should be provided by NIC.

g) Security Audit:

- Before deploying/hosting the application should be vetted for security Audit by CERT Empanelled Vendor for hosting on NIC server. The cost of the testing and bug fixing should be borne by Bidder.
- Follow Security audit protocol and provide security audit of web portal quarterly basis.
- Patch Management and Version Update: Evaluation of suitability/requirement of Servers patches and application of the same on all servers as and when required or

directed on Real Time and Zero Day Patching basis. Version update of frameworks and tools used.

- Security Audit Certificate and Report from Cert In Empanelled Vendor.
- STQC Certification
- Technical & User Manual for updation of security patches in source code.
- Clearance for CERT-IN empanelled agency for the security audit.
- Administration, Enhancement and Maintenance of the existing NITI Aayog Web Application for Key Performance Indicators (KPI).
- Maintenance & administration of the Application Database.
- The Bidder will fix all the bugs reported within the contract period before handing over.
- All the activities performed during development phase and Operation and Maintenance period shall be closely monitored by Department.
- Help Desk Management: All Call Log details (website updates / issues etc.) are to be managed and maintained by the selected vendor. Online access of all Issues/Tickets with as on date status (centralized helpdesk) to be maintained. The knowledge base of issue logs is to be maintained. The Help Desk shall remain open from 9.30 AM to 6 PM (Monday to Saturday) .The services may also be required before or after the above mentioned hours depending on specific demands from our business users.The support staff should have knowledge of Third Party tools installation, configuration and troubleshooting.
- Audit Gap Closure: The vendor is expected to undertake remedial action for all alerts /audit findings / observations /guidelines raised by the /security system or Government agencies etc time to time.

h) Site Hosting & Administration:

- Website Security & Performance Monitoring: The selected vendor must maintain the integrity of the site against spam, ransomware, hackers, viruses and electronic attacks via firewalls, security software and passwords.
  - Monitor Changes to SSL Certificates
  - Actively Detect & remove Malware and Prevent Intrusions
  - Web performance analysis , Tuning of Database and Operating System
  - Health check and space utilization
- Incidence & Response Management: The Vendor shall co-operate with the appointed representatives of NITI Aayog in case of security incidents. The incident response process will seek to limit damage and may include the investigation of the incident and notification of the appropriate authorities.
- Enhancements / Module Development: In addition to the above tasks, vender may be required to undertake various business needs. Major requirements may be treated as Change requests depending upon the complexity/effort required. The vendor may be required to deploy additional resource onsite for understanding the requirements/ trouble shooting / new module development etc.
- Knowledge Transfer is an integral part of the Scope of Work of Bidder. This will have to be done even in case the Contract with Bidder ends or is terminated before the planned timelines.
- Bidder needs to include in the response the Exit Management Plan for the KM Solution and Operations at the end of the Contract duration. The transition period shall span a minimum of six (6) months before the contract end date. The selected Bidder shall ensure during the Exit Management the Handover the existing system and infrastructure to NITI Aayog in running condition;



- At the end of the Contract Period, Bidder will be required to provide necessary handholding and transition support to designated staff or any other Agency that is selected for maintaining the system post the Contract with Bidder. The handholding support will include but not be limited to, conducting detailed walkthrough and demonstrations for the IT Infrastructure, handing over all relevant documentation, addressing the queries/clarifications of the new Agency with respect to the working / performance levels of the solution, conducting training sessions, etc.
- Maintenance of log, tracking of services, keep history of data (role base updation), feedback form, updation of FAQ and guidelines will also continue in existing system.

**Annex – 2: Deployment of Personnel**

(Refer Clause 4.2)

(Reproduce as per Form-2 of Appendix-II)

**Annex – 3: Estimates of Personnel Costs**

(Refer Clause 4.2)

(Reproduce as per Form-2 of Appendix-II)

**Annex – 4: Approved Sub-Consultant(s)**

(Refer Clause 4.6)

(Reproduced as per Form-5 of Appendix-II)

**Annex – 5: Cost of Services**

(Refer to Clause 6.1)

(Reproduce as per Form-2 of Appendix-III)

**Annex – 6: Payment Schedule**

(Refer Clause 6.3)

**(a) Phase - I**

Key Date No.	Deliverable	Timeline (from commencement )	Percentage of Financial Bid
KD1			
KD2			
KD3			
KD4			
KD5			
KD6			
KD7			
	<b>Total</b>		<b>75%</b>

**(b) Phase - II**

Key Date No.	Deliverable	Timeline (from commencement )	Percentage of Financial Bid
KD1			
KD2			
KD3			
	<b>Total</b>		<b>25%</b>

Notes:

1. The above payments shall be made to the Consultant provided that the payments to be made at any time shall not exceed the amount certified by the Consultant in its Statement of Expenses.
2. All Reports shall first be submitted as draft reports for comments of the Authority. The Authority shall provide its comments no later than 3 (three) weeks from the date of receiving a draft report and in case no comments are provided within such 3 (three) weeks, the Consultant shall finalise its report. Provided, however, that the Authority may take upto 4 (four) weeks in providing its comments on the Draft Feasibility Report.
3. Feasibility Report shall be completed in 24 (Twenty Four) weeks excluding the time taken by the Authority in providing its comments on the Draft Feasibility Report. The Consultant may take 4 (four) week for submitting its Final Feasibility Report after receipt of comments from the Authority.

**Annex – 7: Bank Guarantee for Performance Security**

(Refer Clause 7.1.1)

Ref.: Bank Guarantee:

Date:

Dear Sir,

WHEREAS \_\_\_\_\_ (name and address of the firm) (hereinafter called the Consulting Agency) has undertaken to offer consultancy, in pursuance of RFQ CUM RFP/ contract no. \_\_\_\_\_ dated \_\_\_\_\_, for “Preparation of Concept Development Plans and Detailed Master plans for Holistic Development of Package II islands” (herein after called — the contract).

AND WHEREAS it has been stipulated by you in the said contract that the Consulting Agency shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with and due performance of the contract;

AND WHEREAS we have agreed to give the Consulting Agency \_\_\_\_\_ such a bank guarantee;

NOW, THEREFORE, we hereby affirm that we are guarantors and responsible to you, on behalf of the Consulting Agency, up to a total of \_\_\_\_\_ <amount of the guarantee in words and figures>, and we hereby irrevocably and absolutely undertake to pay you immediately, upon your first written demand declaring the Consulting Agency to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consulting Agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the Consulting Agency shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

The Guarantor Bank represents that this Bank Guarantee has been established in such form and with such content that is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

The Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank or the Consulting Agency.

The Bank further undertakes not to revoke this Guarantee during its currency except with the previous express consent of the Client in writing.

The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Agreement for Appointment of Web Application Development Agency

This guarantee shall be valid upto and including the \_\_\_\_\_day of \_\_\_\_\_, 20  
\_\_\_\_\_.

(Signature of the authorised officer of the Bank with date)

\_\_\_\_\_

Name and designation of the officer

\_\_\_\_\_

Seal, name & address of the Bank and address of the Branch