

**National e-Governance Division (NeGD)  
Ministry of Electronics & Information Technology  
4<sup>th</sup> Floor, Electronics Niketan,  
CGO Complex, Lodhi Road New Delhi – 110003.**

**TENDER NO. 01(05)/2020/NeGD**

**Request for Proposal (RFP) for Selection of Agency to  
Design, Develop, Operate, Maintain, Translate &  
Transliterate PM India Website**

Date of Publishing of RFP: 23/07/2020

## **Disclaimer**

This Request for Proposal ("RFP") is issued by NeGD, Ministry of Electronics & IT (MeitY).

The sole objective of this document is to solicit Technical and financial offers from the parties interested in taking part in the work for the scope of work as mentioned in this document. While this document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by NeGD or any of their employees, advisors or agents as to or in relation to the accuracy or completeness of this document and any liability thereof is hereby expressly disclaimed.

Interested Parties may carry out their own study/ analysis/ investigation as required before submitting their proposals.

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Some of the activities listed to be carried out by NeGD subsequent to the receipt of the responses are indicative only. NeGD has the right to continue with these activities, modify the sequence of activities, add new activities or remove some of the activities, as dictated by the best interests of NeGD.

**FACT SHEET**

<b>S. No.</b>	<b>Key Information</b>	<b>Details</b>
1	Assignment Title	Selection of Agency to Design, Develop, Operate, Maintain, Translate & Transliterate PM India Website
2	Purchaser	NeGD, MeitY
3	Location	New Delhi
<b>Bid Submission and Evaluation</b>		
4	Bid Submissions	E-Procurement submission at <a href="https://www.eprocure.gov.in">https://www.eprocure.gov.in</a>
5	Technical Bid	E-form for Technical bid through the portal <a href="https://www.eprocure.gov.in">https://www.eprocure.gov.in</a>
6	Financial Bid	E-form for Financial bid through the portal <a href="https://www.eprocure.gov.in">https://www.eprocure.gov.in</a>
<b>Bid Conditions</b>		
7	Method of Selection / Bid Parameter	<p>The evaluation of proposals shall be on the principle of Quality Cum Cost Based Selection (QCBS) based on the final weighted score.</p> <ul style="list-style-type: none"> <li>• Only the Bidders matching the prequalification criteria will be selected for further evaluation</li> <li>• The technical proposal shall be evaluated based on technical evaluation as mentioned under “Technical Proposal Evaluation Criteria”. Each responsive Proposal will be given a technical score (St). Technical weightage (Tw) will be 70%</li> <li>• The proposal with the lowest cost (Fm) shall be given financial score (Fs) of 100 points. The financial scores of other proposals shall be computed as follows: <ul style="list-style-type: none"> <li><math>F_s = 100 \times F_m / F</math></li> <li>Where F=amount of Financial Proposal</li> <li>Financial Weightage (Fw) 30%</li> </ul> </li> <li>• Combined Quality and Cost Evaluation- The total</li> </ul>

		score shall be obtained by weighting the combined quality/technical and cost scores and adding them, as follows: $S = S_t \times T_w + F_s \times F_w$
8	EMD/Bid Security	EMD/Bid Security INR 10,00,000 only (INR Ten Lakhs only) in the form of Demand Draft/ RTGS/ NEFT
9	Validity for EMD/Bid Security	180 days from bid submission date
10	Performance Security	10% of the cost discovered through tender process
11	Tender Processing fee	Nil
12	Bid Availability	RFP can be Downloaded from the eProcurement portal <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>
13	Date of publication of tender document	23/07/2020 at e-procurement site
14	Last date of submission of queries	30/07/2020 at 23:59 Hrs.
15	Pre-bid Meeting	31/07/2020 at 15:00 Hrs. Participants may share their details over mail to <a href="mailto:shiv.gupta@digitalindia.gov.in">shiv.gupta@digitalindia.gov.in</a> , <a href="mailto:Hussain.asif@digitalindia.gov.in">Hussain.asif@digitalindia.gov.in</a> with <b>Subject Pre-Bid Meeting for PM India Website RFP</b> . Details of Venue/Video Conference Link shall be provided.
16	Final submission	07/08/2020 at 11:59 AM.
17	Opening of Pre-qualification / Eligibility Bids	10/08/2020 at 03:00 PM.
18	Opening of Technical Bids	To be informed later
19	Technical Presentation	To be informed later
20	Opening of Financial Bids	To be informed later
21	Issue of Work Order	Within One (1) week of opening of Financial bid
22	Address for Communication	NeGD Office, 4 <sup>th</sup> Floor, NeGD, Electronics Niketan, CGO Complex, Lodhi Road, New Delhi 110003 Phone: 011 – 24301812 e-mail – <a href="mailto:shiv.gupta@digitalindia.gov.in">shiv.gupta@digitalindia.gov.in</a>

		<a href="mailto:hussain.asif@digitalindia.gov.in">hussain.asif@digitalindia.gov.in</a>
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## Acronyms

Acronym	Definition
<b>Agency</b>	The bidder shortlisted for execution of the project
<b>CMMI</b>	Capability Maturity Model Integration
<b>EMD</b>	Earnest Money Deposit
<b>GIGW</b>	Guidelines for Indian Government Websites
<b>HTML</b>	Hyper Text Markup Language
<b>INR</b>	Indian Rupee
<b>ISO</b>	International Standards Organization
<b>LoI</b>	Letter of Intent
<b>MeitY</b>	Ministry of Electronics & IT
<b>O&amp;M</b>	Operation & Maintenance
<b>PPC</b>	PM India Portal Cell
<b>RFP</b>	Request for Proposal
<b>STQC</b>	Standardization Testing and Quality Certification
<b>TEC</b>	Tender Evaluation Committee
<b>UN</b>	United Nations
<b>W3C</b>	World Wide Web Consortium

## **1 INTRODUCTION**

The PM India Website (<http://pmindia.gov.in/>) encapsulates the Prime Minister's vision for a strong, developed and inclusive India that actively engages with the global community to strengthen the cause of world peace and development. It reinforces the Prime Minister Shri Narendra Modi's firm belief in the power of technology and social media to communicate with people from across the globe and aims at creating a platform that offers opportunities to listen, learn and share views.

In his welcome message to the users on the website, Prime Minister Shri Narendra Modi hails the website as a very important medium of direct communication between him and the people of the world. Shri Narendra Modi warmly welcomes the fellow Indians and citizens of the world, and seeks their support, blessings and active participation so as to script a glorious future for India.

The website features many sections, including 'Know your Prime Minister', News Updates and Official Statements. Shri Narendra Modi's focus at involving people in the Nation's development journey has also been duly taken care off as the comprehensive website not only offers an undiluted user-friendly experience and appeal, but also promises to be an interactive medium inviting feedback from people across the globe. It will also put forth the latest information about Shri Modi's speeches, schedules and foreign visits, apart from being a ready reckoner of the innovative initiatives undertaken by the Government of India.

## **2 OBJECTIVE OF THIS RFP**

To engage a qualified and experienced agency having experience in the field of Design, Development and Maintenance of Websites. The agency shall be required to design PM India Website as per the details provided in **Section 3** of this RFP.

Broadly, the agency would be required to prepare a detailed software requirement specification, provide end-to-end managed service for development and maintenance of website and localize the PM India portal into 22 Official Indian languages and 6 Official United Nations languages.

## **3 SCOPE OF WORK**

1. The agency shall be liable to redesign the PM India portal, build & operate and continuously improve upon the current set of functionalities in close consultation with PM India Portal Cell (PPC). The PPC shall be nominated by the Prime Minister's Office. The portal should be adaptive for various resolutions like desktop, laptop, tablets and mobile.
2. The redesigned PM India website must be user friendly and be developed with the latest open source proven technology, using up-to-date and well-established development tools and software. The development approach should conform to the best practices in the website development and web application maintenance industry in line with Government of India Guidelines for Indian Government Websites (GIGW) prepared by MeitY. It should ensure the following:

- i. Adherence to commonly accepted standards and practices, including W3C compliance.
  - ii. Using latest website design technologies like HTML5 or higher with acceptability on all current user technology platforms; browsers, operating systems and client systems.
  - iii. The agency shall also get the website audited by STQC for GIGW compliance.
3. The server required for hosting the website shall be provided by the PPC. The bidders are required to clearly spell out the hosting requirements in their response.
4. Migration from existing environment and website content to the proposed environment with latest application code and database. The agency shall appoint a single point of contact and should be subject matter/ domain experts to interact with the PPC. A techno-functional expert/small team may be deployed initially full time at client location.
5. Training: The agency shall provide hands-on training to designated staff in basic website management, so that simple publishing and editing can be performed independently. The initial trainings shall be held physically at Delhi. Subsequent trainings may be organized online. User manuals shall be made available in printable format including but not limited to navigation of the application, content update, media upload and menu addition etc. The training manual should be updated each time a new module/functionality/upgrade happens on the system.
6. Security: The agency shall ensure that the web portal is Security Audited as per Cert-In guidelines prior to Go-Live. The agency to provide the following security features:
  - i. Protection against defacement and hacking of the application
  - ii. Design and updates should incorporate security features to protect the site from Session Hijacking, SQL Injection, Cross Scripting, Denial of Service etc.
7. Provide on-going website technical maintenance support, updating applications as the new versions become available and helping to change and improve features and website structure on request for the duration of the contract. On the GO-LIVE of new website, the existing website shall be taken down.
8. Technical Maintenance Support for 24x7 days. Any support if necessary may be extended by the selected agency.
9. The website shall also have real time integration with all popular Social Media platforms including the social media platforms integrated with the existing website. The feed from Social Media handles of Hon'ble Prime Ministers shall be pulled from these platforms and made available on the website.
10. Ensure uniform & easy to understand interface to the citizen to increase usage, interaction, engagements & improve Government's reach, localize the PM India portal into 22 Official Indian languages and 6 Official United Nations languages. A single website with option for

selection of language by the website visitor. The website should also prompt or recommend the language based on various other factors including geo-location and language selection history.

11. The static as well as the dynamic content on the portal must be translated and transliterated. The content will be provided to the selected agency in the word format/searchable PDF in English or Hindi.
12. The scope shall include setting up of a system in which the data available on the portal is to be captured by the agency, translated and updated on the portal.
13. Final translated content shared by the agency shall be published on the portal as per the directions of the PPC. Any issues or mistakes found out at a later stage shall be sent back to the selected agency for correction, the same must be corrected and updated on the Portal by the selected agency at no extra cost. Penalty as per SLA shall be applicable.
14. The agency shall be responsible of maintaining accuracy of the content including the context while translating to other languages.
15. The content in the info-graphics has to be translated and transliterated and published on the portal. Agency shall create info-graphics in various languages and upload on the portal.
16. Any issues or mistakes found out by PPC shall be sent back to the agency for correction and the same must be corrected and uploaded by the agency at no extra cost.
17. The agency can have “tool-based translation” assistance along with the manual translation effort to increase the throughput. In case a tool is being used, the used COTS tool/software should be from a credible OEM with proven background and experience in this area. In such a case, the agency should have a backend agreement with the OEM of the “tool” and documentary evidence of the same needs to be provided for the same. In the absence of the same the bid shall be rendered invalid.
18. The agency should ensure that the rich library of words and sentences created during the translation process is to be shared with NeGD/PPC. The agency should populate the NeGD/PPC database as and when there is addition/enrichment of word/sentence library.
19. If ambiguity with content available in any other language, in such a case, English/Hindi version to be treated as valid. Wherever any content available only in Hindi, the same needs to be translated into English also and vice versa.
20. The selected agency should also build a functionality that will allow citizens to submit feedback or corrections in case they find any errors in the translation. All such reports will have to be examined and a report given with regard to inadvertent errors if any. Corrections will have to be made immediately for all such cases.
21. The list of languages shall include the following:
  - i. UN Languages

- I. Arabic,
- II. Chinese,
- III. English,
- IV. French,
- V. Russian,
- VI. Spanish

ii. Indian Languages

- I. Assamese,
- II. Bengali,
- III. Bodo,
- IV. Dogri,
- V. Gujarati,
- VI. Hindi,
- VII. Kannada,
- VIII. Kashmiri,
- IX. Konkani,
- X. Maithili,
- XI. Malayalam,
- XII. Manipuri,
- XIII. Marathi,
- XIV. Nepali,
- XV. Oriya,
- XVI. Punjabi,
- XVII. Sanskrit,
- XVIII. Santhali,
- XIX. Sindhi,

XX. Tamil,

XXI. Telugu

XXII. Urdu

22. The existing content on the PM India portal must be localized and made live along with the new portal. The agency shall prepare and submit a detailed data migration plan for migrating content from existing portal to the newly developed portal.
23. Any additional content that is added to the portal shall also form a part of the project. PPC shall share the content on day to day basis with the agency. The agency shall deliver the translated content as per the timelines defined in Section 6 (SLA's for Phase 2- Operation & Maintenance of Website) of this RFP.

*Note- The ownership of all source code of the website and the entire data hosted on PM India website, in all forms including data, audio/video content, graphics, text, animations etc., rests only with PPC.*

#### **4 TERMS & CONDITIONS**

1. In case the agency is found in breach of any condition(s) of tender, at any stage, legal action as per rules/laws, shall be initiated against the agency and EMD/Security Deposits shall be forfeited, besides being liable to be debarred and blacklisted for at least three years.
2. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by NeGD/ PPC. Any notification of preferred Bidder status by NeGD/PPC shall not give rise to any enforceable rights by the Bidder. NeGD/ PPC may cancel this tender at any time prior or after the signing of agreement
3. NeGD, without assigning any reason can reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing stage
4. The decision of NeGD arrived during the various stages of the evaluation of the bids is final & binding on all bidders
5. Conditional bids are not acceptable and shall be summarily rejected
6. The onus of providing the correct information / documents lies on the bidder. The bidder shall ensure that all information / documents submitted by it are correct. Upon verification, evaluation / assessment, if in case any information furnished by the bidder is found to be false/incorrect, their total bid shall be summarily rejected.
7. NeGD will not be responsible for any misinterpretation or wrong assumption by the bidder, while responding to this tender.
8. NeGD may terminate the tender process at any time and without assigning any reason. NeGD/ PPC may, by written notice send to the Agency; terminate the work order, in whole or in part at any time of its convenience. The notice of termination will specify, the extent to which performance of work under the work order is terminated, and the date upon which such

termination becomes effective. NeGD/ PPC reserves the right to cancel the remaining part and pay to the agency the amount for partially completed Services.

9. All bidders agree with NeGD/ PPC for honoring all aspects of fair-trade practices in executing the work orders placed by NeGD/ PPC.
10. In the event of Agency or the concerned division of the company being taken over /bought over by another company, all the obligations and execution responsibilities under the agreement with the NeGD/ PPC, should be passed on for compliance by the new company in the negotiation for their transfer.
11. In case if Agency is found in breach of any condition(s) of tender or work order, at any stage during the course of service, appropriate action as per rules/laws, may be initiated against the Agency and Security Deposit shall be forfeited, besides debarring and blacklisting the bidder concerned for at least three years, for further dealings with NeGD/ PPC.
12. The bidder shall be solely responsible for discharge of all the legal obligations/ statutory requirements under various labor legislations as may be in force from time to time so far as the workmen engaged by him for this work are concerned. Such engaged manpower or the bidder will have no right or claim of any kind from NeGD/ PPC.
13. Staff of the agency must carry Identity card issued by the agency while on duty. Be it private or public areas, the employees are to be frisked/ checked by the security personnel, both while entering and leaving the premises.
14. NeGD/ PPC will not reimburse any amount towards Provident Fund, Employees Insurance or Bonus or any other funds/contribution in the scheme which Government may make it mandatory or introduced in future. These issues must be settled between the Agency and the manpower engaged by them from time to time as per the government rules and regulations.
15. The responsibility of fulfilling the requirements of EPF, ESIC and other allowances of the engaged manpower shall be of the Agency. NeGD/ PPC shall remain indemnified of any conflict of such nature arising between the agency and its employees. NeGD/ PPC may ask the Agency to submit documentary proofs of such nature as and when need arises.
16. PPC shall remain the owner of all the content conceptualized, created, and implemented by the agency under this RFP. All intellectual property rights in the content whether in tangible or intangible form shall belong to PPC and the agency has no right to assign, license, sell, or use any content conceptualized, created and implemented under this RFP and / or accompanying Master Service Agreement to any third party under any circumstances. All the content conceptualized, created and implemented by the agency whether in tangible or intangible form shall bear relevant copyright notices in the name of PPC. The agency shall take all such appropriate legal actions to safeguard violation of PPC's intellectual property rights, if any.

## 5 INSTRUCTIONS TO BIDDERS

### 5.1 Availability of Tender Documents

The tender document is available at GoI's e-procurement site <https://eprocure.gov.in/eprocure/app>

Prospective bidders desirous of participating in this tender may view and download the tender documents free of cost from the above-mentioned website.

At any time prior to the last date for receipt of bids, NeGD may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by an amendment/corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP.

The amendment/corrigendum will be notified at the above-mentioned websites, which will be binding on the prospective bidders to consider for quoting.

NeGD reserves the right to cancel this tender or modify the requirement at any stage of Tender process cycle without assigning any reasons. NeGD will not be under obligation to give clarifications for doing the aforementioned.

### 5.2 Compliant Proposals / Completeness of Response

1. The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of the proposal and forfeiture of the bid security.
2. Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
  - a. Include all documentation specified in this RFP;
  - b. Follow the format of this RFP and respond to each element in the order as set out in this RFP
  - c. Comply with all requirements as set out within this RFP.
3. Undertaking for subsequent submission of any of the required documents will not be entertained under any circumstances

### 5.3 Pre-Bid Meeting

1. NeGD shall hold a pre bid meeting with the prospective bidders as per the schedule mentioned in "FACT SHEET".
2. The queries should be sent to NeGD in the following format (in an excel file) through email at [hussain.asif@digitalindia.gov.in](mailto:hussain.asif@digitalindia.gov.in), [shiv.gupta@digitalindia.gov.in](mailto:shiv.gupta@digitalindia.gov.in) with the subject line as ***"Pre-Bid Queries for Selection of Agency for PM India Website from Company Name"***

Company name		M/s.		
S. No.	RFP Page No.	Relevant Section / Annexure of RFP	Relevant Content from RFP	Agency's Query / Comment

3. NeGD shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests received for clarifications after the indicated date and time may not be entertained by NeGD.
4. NeGD will endeavor to provide a complete, accurate, and timely response to all queries raised by the bidders. However, NeGD makes no representation or warranty as to the completeness or accuracy of any response, nor does NeGD undertake to answer all the queries that have been posed by the bidders and bidders shall not assume that their unanswered queries have been accepted by NeGD.

#### 5.4 Time Schedule

As per "FACT SHEET".

No Bid will be accepted after the expiry of the above-mentioned time schedule

In order to allow bidders a reasonable time to take the amendment/corrigendum(s) into account in preparing their bids, NeGD, at its discretion, may extend the deadline for the submission of bids.

#### 5.5 Bidding Cost

The bidder shall bear all costs associated with the preparation and submission of their bids. NeGD will, in no case, be responsible or liable for those costs, regardless of the outcome of the tendering process

#### 5.6 Right to Terminate the Process

NeGD reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior to award of Work Order, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for actions taken by NeGD.

NeGD makes no commitments, express or implied, that this process will result in a business transaction with anyone.

#### 5.7 Fraud and Corruption

NeGD requires that the applicant (agencies) engaged through this process must observe the highest standards of ethics during the performance and execution of the awarded project(s)/work order(s). NeGD will reject the bid document, if the applicant(agency) recommended for contract,

has been determined by NeGD to having been engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive. These terms are defined as follows:

1. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of NeGD or any personnel during the tenure of contract.
2. "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to NeGD, and includes collusive practice among applicants (prior to or after Proposal submission) designed to establish proposal prices at artificially high or non-competitive levels and to deprive NeGD of the benefits of free and open competition.
3. "Unfair trade practices" means supply of services different from what is ordered on or change in the Scope of Work which was agreed to.
4. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation during the period of contract.
5. "Collusive practices" means a scheme or arrangement between two or more applicants with or without the knowledge of the NeGD, designed to establish prices at artificial, non-competitive levels.

NeGD will reject an application for award, if it determines that the applicant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices in competing for any work assigned during the period of the contract.

## **5.8 Language of the Bid**

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and NeGD shall be written in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in English. For the purposes of interpretation of the bid, the translation shall govern. Information supplied in another language without proper translation shall be rejected.

## **5.9 Rights to the content of the Bid**

All bids and accompanying documentation of the proposal will become the property of NeGD and will not be returned after bid opening. NeGD is not restricted in its rights to use or disclose any or all of the information contained in the proposal to experts/ consultants engaged in the evaluation of bid responses / any law enforcement agency if required and can do so without compensation to the bidders. NeGD shall not be bound by any language used by the bidder in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

### **5.10 Validity of Bids**

1. The bids shall be valid for a period of not less than **180 days** from the last date of bid submission. A proposal valid for a shorter period shall be rejected as nonresponsive.
2. On completion of the validity period, NeGD may (if required) request the Bidder(s) for an extension of the period of validity. The validity of the EMD as requested should also be suitably extended if called upon to do so by NeGD. The request and the responses thereto shall be made in writing.

### **5.11 Earnest Money Deposit (EMD) / Bid Security**

1. Bidders shall submit, along with their Proposals, an EMD of as per the pre-qualification criteria, in the form of a demand draft OR bank guarantee (in the format specified in ANNEXURE 3 - FORMAT FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT) issued by a commercial bank in favor of NeGD, payable at New Delhi, and should be valid for the period of bid validity from the due date of the RFP.
2. The EMD shall remain valid for a period of 180 days from the date of submission of proposal.
3. The bid security of all unsuccessful bidders will be refunded by NeGD within 30 days of signing of agreement with the successful bidders. The EMD of successful Bidder would be returned upon submission of Performance Bank Guarantee.
4. The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
5. Proposals not accompanied with the EMD or containing EMD with infirmity (ies) (relating to the amount or validity period etc.), mentioned above, shall be summarily rejected.
6. The EMD may be forfeited in the event of:
  - a. A Bidder withdrawing its bid during the period of bid validity
  - b. A successful Bidder failing to sign the subsequent contract in accordance with this RFP
  - c. The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP
  - d. A Proposal containing deviations (except when provided in conformity with the RFP) conditional offers and partial offers.

### **5.12 Mode of Submission**

Submission of bids must be in accordance with the instructions given in “**ANNEXURE 2 - BID SUBMISSION PROCEDURE**”

### **5.13 Consortium & Sub-Contracting**

Consortium is allowed for this engagement. The bidder should be either a company (single legal entity) or a consortium of companies. In case of consortium, the applicant consortium shall submit a valid agreement among the members. The maximum number of members allowed in a

consortium is four (4) including Lead member. Lead member and all the consortium members shall be jointly liable.

## 6 SERVICE LEVEL AGREEMENTS

1. The purpose is to define the levels of service provided by the Bidder to the Purchaser for the duration of the contract. The benefits of this are:
  - a. Start a process that applies to Purchaser and Bidder management attention to some aspect of performance, only when that aspect drops below the threshold defined by the purchaser
  - b. Help the purchaser control the levels and performance of Bidder's services
2. This section is agreed to by Purchaser and Bidder as the key performance indicator for this project. This may be reviewed and revised with the approval of the oversight committee during the implementation of the project.
3. The Service Level parameters defined here shall be monitored on a periodic basis, as per the individual parameter requirements. In case of severe performance degradation of the services during the contract period, the Bidder will be expected to take immediate corrective action. In case issues are not rectified to the complete satisfaction of Purchaser within a reasonable period of time then the Purchaser will have the right to take appropriate penalizing actions, including termination of the contract.
4. The project evaluation committee will be set up by NeGD to review and evaluate the quality of deliverables submitted by the agency.

### SLA's for Phase 1- Development of Website

S. No	Measurement	Target	Penalty
1	Submission of First Draft of SRS	Within Two (2) weeks from issue of LoI	Delay of One (1) working day beyond specified target = Deduction of 0.5% of the associated deliverable payment (Phase 1 Cost) + 0.5% of the associated deliverable payment for every additional day of delay (Phase 1 Cost)
2	Submission of Final version of SRS	Within One (1) week of receiving comments on First Draft of SRS	Delay of One (1) working day beyond specified target = Deduction of 0.5% of the associated deliverable payment (Phase 1 Cost) + 0.5% of the associated deliverable payment for every additional day of delay (Phase 1 Cost)

3	Submission of First Draft of Design of Website	Within One (1) week from the date of approval of SRS	Delay of One (1) working day beyond specified target = Deduction of 0.5% of the associated deliverable payment (Phase 1 Cost) + 0.5% of the associated deliverable payment for every additional day of delay (Phase 1 Cost)
4	Submission of Final Design of Website	Within Two (2) days of receiving comments on First Draft of Website Design	Delay of One (1) working day beyond specified target = Deduction of 0.5% of the associated deliverable payment + 0.5% of the associated deliverable payment for every additional day of delay
5	Deployment of fully functional and tested website on test environment	Within Two (2) months from the date of approval of SRS	Delay of One (1)week beyond specified target = Deduction of 1% of the associated deliverable payment (Phase 1 Cost) + 0.5% of the associated deliverable payment for every additional day of delay (Phase 1 Cost)
6	Go-Live of website	Within One (1) week of receiving approval to Go-Live	Delay of One (1) working day beyond specified target = Deduction of 1% of the associated deliverable payment + 0.5% of the associated deliverable payment for every additional day of delay
7	Translation of Entire Existing Content into all Official UN Languages as given in <b>Section 2.10.i</b>	Within Four(4) months from the date of approval of SRS	Delay of One (1)week beyond specified target = Deduction of 1% of the associated deliverable payment (Phase 1 Cost) + 0.5% of the associated deliverable payment for every additional day of delay (Phase 1 Cost)  (Proportional to the number of languages remaining)

8	On Translation of Entire Existing Content into at least 12 Regional Languages as given in <b>Section 2.10.ii</b>	Within Four (4) months from the date of approval of SRS	Delay of One (1)week beyond specified target = Deduction of 1% of the associated deliverable payment (Phase 1 Cost) + 0.5% of the associated deliverable payment for every additional day of delay (Phase 1 Cost)  (Proportional to the number of languages remaining)
9	On Translation of Entire Existing Content into rest of the Regional Languages as given in <b>Section 2.10.ii</b>	Within Six(6) months from the date of approval of SRS	Delay of One (1)week beyond specified target = Deduction of 1% of the associated deliverable payment (Phase 1 Cost) + 0.5% of the associated deliverable payment for every additional day of delay (Phase 1 Cost)  (Proportional to the number of languages remaining)
10	Revision of translated content	Within Eight (8) hours of receiving suggestions/ change request from PPC	Delay up to One (1) working day beyond specified target = Deduction of 0.5% of the associated deliverable payment + 0.5% of the associated deliverable payment for every additional day of delay
11	Hand over source code	Within Two (2) weeks of Go-Live	Delay of One (1)week beyond specified target = Deduction of 1% of the associated deliverable payment (Phase 1 Cost) + 0.5% of the associated deliverable payment for every additional day of delay (Phase 1 Cost)
12	Handover of user manual	Within Four (4) weeks of Go-Live	Delay of One (1)week beyond specified target = Deduction of 1% of the associated deliverable payment (Phase 1 Cost) + 0.5% of the associated deliverable payment for every additional day of delay (Phase 1 Cost)

## SLA's for Phase 2- Operation &amp; Maintenance of Website

S. No	Measurement	Target	Penalty
1	<p>Portal Availability</p> <p><i>Note: The agency shall deploy tool to measure portal availability. PPC shall download weekly report from the tool to measure the portal availability.</i></p>	Availability of 99.9% (To be measured weekly)	<ul style="list-style-type: none"> <li>Up to 2 instances in a Quarter: Deduction of 0.5% of the associated deliverable payment</li> <li>3 - 4 instances in a Quarter: Deduction of 2% of the associated deliverable payment</li> <li>5 - 6 instances in a Quarter: Deduction of 5% of the associated deliverable payment</li> <li>More than 6 instances in a Quarter: Deduction of 10% of the associated deliverable payment</li> </ul>
2	First draft of content translated to UN and at least 12 Regional languages	<p>Up to 1,000 words (Within Eight (8) hours)</p> <p>One hour for every additional 500 words</p>	<p>Delay up to One (1) working day beyond specified target = Deduction of 0.1% of the associated deliverable payment</p> <p>+</p> <p>0.05% of the associated deliverable payment for every additional day of delay</p> <p>(Proportional to the number of languages remaining)</p>
3	First draft of content translated to rest of the Regional languages	<p>Up to 1,000 words (Within Eight (8) hours)</p> <p>One hour for every additional 500 words</p>	<p>Delay up to One (1) working day beyond specified target = Deduction of 0.1% of the associated deliverable payment</p> <p>+</p> <p>0.05% of the associated deliverable payment for every additional day of delay</p> <p>(Proportional to the number of languages remaining)</p>

4	Final translated content	Within Eight (8) hours of receiving suggestions/ change request from PPC	<p>Delay up to One (1) working day beyond specified target = Deduction of 1% of the associated deliverable payment</p> <p>+</p> <p>0.5% of the associated deliverable payment for every additional day of delay</p> <p>(Proportional to the number of languages remaining)</p>
5	<p><b>Tone</b></p> <p>The following type of errors shall be counted in this category:</p> <ul style="list-style-type: none"> <li>• Inconsistent tone within sentences/ paragraphs/articles</li> <li>• Incorrect translation which can make the content mis-directing / offensive, disputed, etc.</li> <li>• Inappropriate translation based on cultural differences</li> </ul>	Not more than Two (2) instances of deviations in a deliverable	<p>More than Two (2) instances of deviations in a deliverable:</p> <ul style="list-style-type: none"> <li>• 4 – 5 instances in a deliverable, vendor may be asked to replace the translator</li> <li>• 5 – 6 instances in a deliverable: Deduction of 0.2% of the associated deliverable payment(Phase 2)</li> <li>• 7 – 8 instances in a deliverable: Deduction of 0.3% of the associated deliverable payment(Phase 2)</li> <li>• &gt;8 instances in a deliverable: Deduction of 0.5% of the associated deliverable payment(Phase 2)</li> </ul>

6	<p><b>Grammar</b></p> <p>The following type of errors shall be counted in this category:</p> <ul style="list-style-type: none"> <li>• Grammatical errors</li> <li>• Punctuation errors</li> <li>• Sentence structural errors</li> </ul>	<p>Not more than Three (3) instances of deviations in a deliverable</p>	<p>More than Three (3) instances of deviations in a deliverable:</p> <ul style="list-style-type: none"> <li>• 5 - 6 instances in a deliverable, vendor may be asked to replace the translator</li> <li>• 6 – 7 instances in a deliverable: Deduction of 0.2% of the associated deliverable payment(Phase 2)</li> <li>• 8 – 9 instances in a deliverable: Deduction of 0.3% of the associated deliverable payment(Phase 2)</li> <li>• &gt;9 instances in a deliverable: Deduction of 0.5% of the associated deliverable payment(Phase 2)</li> </ul>
7	<p><b>Accuracy</b></p> <p>The following type of errors shall be counted in this category:</p> <ul style="list-style-type: none"> <li>• Inappropriate choice of words/ synonyms</li> <li>• Incorrect translation</li> </ul>	<p>Not more than Two (2) instances of deviations in a deliverable</p>	<p>More than Two (2) instances of deviations in a deliverable:</p> <ul style="list-style-type: none"> <li>• 4 – 5 instances in a deliverable, vendor may be asked to replace the translator</li> <li>• 5 – 6 instances in a deliverable: Deduction of 0.2% of the associated deliverable payment(Phase 2)</li> <li>• 7 – 8 instances in a deliverable: Deduction of 0.3% of the associated deliverable payment(Phase 2)</li> <li>• &gt;8 instances in a deliverable: Deduction of 0.5% of the associated deliverable payment(Phase 2)</li> </ul>

## **7 BID OPENING AND EVALUATION**

### **7.1 Bid Opening Sessions**

1. NeGD reserves the rights at all times to postpone or cancel a scheduled bid opening.
2. The bids will be opened, in three sessions, one for Bid Security and Eligibility Proposal, second for Technical proposals of those bidders who qualify the eligibility Criteria and third for Financial proposals of those bidders who qualify the Technical Criteria, in the presence of bidders' representatives who choose to attend the Bid opening sessions on the specified date, time and address.
3. One authorized representative of each of the bidders would be permitted to be present at the time of opening of bids.
4. The bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for NeGD, the Bids shall be opened at the same time and location on the next working day. However, if there is no representative of the bidder, NeGD shall go ahead and open the bid of the bidders.
5. During bid opening preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether required bid security has been furnished, and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.
6. The EMD / bid security envelope will be opened first by NeGD for Pre-Qualification/Eligibility bid evaluation. The Bid Security envelope of the bidders will be opened on the same day and time, on which the Eligibility bid is opened, and bids for which the requisite Bid Security has not been received by NeGD or whose Bid Security is not in order shall be rejected.

### **7.2 Evaluation Process**

1. NeGD will constitute Tender Evaluation Committee (TEC) to evaluate the responses of the Bidders. The Committee shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
2. The decision of the Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee.
3. NeGD may seek clarifications from the Bidder on the Eligibility, Technical& Financial Proposal
  - i. NeGD may seek any specific clarifications or missing document(s) to meet the tender requirement during the eligibility/technical evaluation stage. Irrespective of date of issuance of such document, the document submitted under clarification should be complying with the tender conditions before last date of submission of bid. If there is

- any lack of clarity in the submitted documents, TEC may ask concerned bidder representative to be present physically to prove their eligibility.
- ii. NeGD may call for clarifications/missing document(s) from the bidders and give them reasonable time period i.e. not exceeding more than 15 days. The bidder has the option to respond or not to respond to these queries.
  - iii. If the bidder fails to respond, within the stipulated time period or the clarification(s)/documents submitted is non-conforming to requirement of tender conditions, no further time will be given for submitting the clarification(s)/document(s) and the bid will be summarily rejected.
  - iv. The request for clarification/missing document(s) shall be in writing and no change in quoted prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.
  - v. All such clarifications will be sent to the contact person of the bidder indicated in their proposal by email. All the bidders shall share the additionally asked documents/clarifications via email on or before the particular date and time as mentioned in the email seeking additional documents/clarification. All documents/clarifications received up to particular date & time shall be considered as a part of the offer and evaluated along with the tender. No document / clarification shall be accepted after the particular date and time as mentioned in the email.

## 8 CRITERIA FOR EVALUATION

### 8.1 Prequalification/Eligibility Evaluation Criteria

NeGD shall open the “Pre-Qualification Proposal”. In case the Bidder does not meet any one of the conditions, the bidder will be disqualified. The prequalification criteria are as mentioned below. All members of the consortium are needed to provide supporting documents for each criterion. All the bidders need to submit relevant documents.

#	Basic Requirement	Specific Requirements	Documents required
1.	Legal Entity	<ol style="list-style-type: none"> <li>1. Should be a company registered under the provisions of the Indian Companies Act, 2013 or a partnership firm registered under the Indian Partnership Act, 1936 or the Limited Liability Partnerships Act, 2008.</li> <li>2. Registered with the Income Tax Authorities</li> <li>3. Registered with GST Network</li> <li>4. Should have been operating for the last three years.</li> </ol>	<ol style="list-style-type: none"> <li>1. Certificate of certificate of incorporation*</li> <li>2. Copy of PAN Card*</li> <li>3. Copy of GST registration certificate*</li> <li>4. Letter from Company Secretary on bidder’s letter head for last three years operation*</li> </ol>
2.	Turnover	The bidder or the applicant consortium should have a minimum turnover of INR 25 Crores	Audited financial statements for the last

		<p>during the last three Financial Years (FY 2016-17, 2017-18, 2018-19).</p> <p>For the purpose of this criterion, turnover of only the bidding entity will be considered, in the case of a Consortium, the overall turnover of the bidding members of the consortium will be considered. Turnover of any parent, subsidiary, associated or other related entity will not be considered.</p>	<p>three financial years.</p> <p>OR</p> <p>Certificate from the statutory auditor</p>
3.	Net worth	<p>The bidder should have positive net worth during the last three Financial Years (FY 2016-17, 2017-18, 2018-19). In the case of Consortium, the applicant consortium should overall of the bidding members have a positive net worth during the last three Financial Years (FY 2016-17, 2017-18, 2018-19).</p> <p>For the purpose of this criterion, turnover of only the bidding entity will be considered. In the case of a consortium, the overall Net-Worth of the consortium will be considered. Turnover of any parent, subsidiary, associated or other related entity will not be considered.</p>	<p>Audited financial statements for the last three financial years.</p> <p>OR</p> <p>Certificate from the statutory auditor</p>
4.	Blacklisting	<p>The bidder (in case of consortium, any of the consortium members should not be blacklisted by any Central / State Government / PSU as of date of submission of this bid.</p>	<p>Self-certified letter by the authorized signatory</p>
5.	Technical Capability-Website Development & Maintenance	<p>In the last 3 years (FY 2016-17, 2017-18, 2018-19), the lead bidder must have designed, developed and maintained a minimum of 2 Government Websites. The value of each project must be <math>\geq</math> INR 50 Lakhs.</p> <ul style="list-style-type: none"> <li>•</li> </ul>	<p>The lead bidder must submit work orders for design, development and maintenance of a minimum of 2 Government website of value above 50 Lakhs</p>
6.	Technical Capability-Translation Services for Official UN Languages	<p>In the last 3 years (FY 2016-17, 2017-18, 2018-19), the bidder must have completed translating content in English/ Hindi to a minimum of 1 Official UN Language as given in <a href="#">Section 2.10.i</a></p> <p>OR</p>	<p>Completion certificates from the client</p> <p>OR</p> <p>Work order + Self certificate of completion (Certified by the</p>

		<p>The bidder must have at least 2 resources on its rolls who have translated content in English/ Hindi to a minimum of 2 Official UN Language as given in <b>Section 2.10.i</b> in the last 3 years (FY 2016-17, 2017-18, 2018-19). The resources must have worked on translating the content in mutually exclusive languages.</p> <ul style="list-style-type: none"> <li>•</li> </ul>	authorised signatory)
7.	Technical Capability- Translation Services for Regional Languages	<p>In the last 3 years (FY 2016-17, 2017-18, 2018-19), the bidder must have completed translating content in English/ Hindi to a minimum of 2 regional Languages as given in <b>Section 2.10.ii</b></p> <p>OR</p> <p>The bidder must have at least 4 resources on its rolls who have translated content in English/ Hindi to a minimum of 4 regional Languages as given in <b>Section 2.10.ii</b> in the last 3 years (FY 2016-17, 2017-18, 2018-19). The resources must have worked on translating the content in mutually exclusive languages.</p> <ul style="list-style-type: none"> <li>•</li> </ul>	<p>Completion certificates from the client</p> <p>OR</p> <p>Work order + Self certificate of completion (Certified by the authorised signatory)</p>
8.	Earnest Money Deposit	Bidder shall submit an EMD of INR 10 lakhs along with the proposal. The bidders shall submit original copy of the EMD at NeGD office before the due date of submission.	EMD of requisite amount

\* → In case of Consortium, all members of consortium shall submit relevant documents.

## 8.2 Technical Evaluation Criteria

1. NeGD shall open the “Technical Proposal” only for the bidders who meet the pre-qualifications / eligibility requirements.
2. NeGD will review the technical bids of the short-listed bidders to determine whether the technical bids are as per the requirements laid down. Bids that are not in accordance with the requirements are liable to be disqualified at NeGD’s discretion.
3. Each Technical Proposal will be assigned a technical score out of a maximum of 100 marks. Only the bidders who get an overall Technical score of 60 or more will qualify for opening of Financial bids. Failing to secure minimum marks shall lead to rejection of the Bid and Bidder.

4. The technical qualification criteria are as mentioned below. The bidders need to submit documents and supporting documents for Technical Evaluation Criteria.

	Description	Supporting Documents	Maximum Marks	Minimum Qualification Score
1.	<b>Experience of working on projects involving design, development and maintenance of websites/ applications in last 3(three) financial years (FY 2016-17, 2017-18, 2018-19)(minimum value &gt;&gt;25 Lakhs each)</b>	<ul style="list-style-type: none"> <li>Completion certificates from the client</li> <li><b>OR</b></li> <li>Work order + Self certificate of completion (Certified by the statutory auditor)</li> </ul>	10	4
	No of Project less than 4, 0 marks			
	No of Project >= 4, 2 marks for each project			
2.	<b>Experience of working on projects involving design, development and maintenance of websites/ applications for Government of India / State Government / PSU in last 3 (three) financial years (2016-17, 2017-18, 2018-19) (minimum value &gt; 25 Lakhs each)</b>	<ul style="list-style-type: none"> <li>Completion certificates from the client</li> <li><b>OR</b></li> <li>Work order + Self certificate of completion (Certified by the statutory auditor)</li> </ul>	10	4
	No of Project less than 3, 0 marks			
	No of Project >= 3, 2 marks for each project			
3.	<b>Experience of firm/ employees working on projects involving translating entire website content in English/ Hindi to a minimum of 2 Official UN Languages as given in Section 2.10.i in last 3(three) financial years (FY 2016-17, 2017-18, 2018-19). (minimum value &gt; 10 Lakhs each)</b>  <i>In case the experience of employees is being provided, the resources must have worked on translating the content in mutually exclusive languages.</i>	<ul style="list-style-type: none"> <li>Completion certificates from the client</li> <li><b>OR</b></li> <li>Work order + Self-certificate of completion (Certified by the statutory auditor)</li> <li>In case the experience of employee is being provided, a Self-certificate certified by the statutory auditor must be provided.</li> <li>The resources must be on rolls of the company.</li> <li>CV of the resources must be submitted along with the certificate</li> </ul>	15	9
	No of Project less than 2, 0 marks			
	No of Project >= 2, 3 marks for each project			

4.	<p><b>Experience of firm/ employees working on projects involving translating entire website content in English/ Hindi to a minimum of 4 regional Languages as given in Section 2.10.ii in last 3(three) financial years (FY 2016-17, 2017-18, 2018-19). (minimum value &gt; 10 Lakhs each)</b></p> <p><i>In case the experience of employees is being provided, the resources must have worked on translating the content in mutually exclusive languages.</i></p>	<ul style="list-style-type: none"> <li>Completion certificates from the client <b>OR</b> Work order + Self certificate of completion (Certified by the statutory auditor)</li> <li>In case the experience of employee is being provided, a Self-certificate certified by the statutory auditor must be provided.</li> <li>The resources must be on rolls of the company.</li> <li>CV of the resources must be submitted along with the certificate</li> </ul>	15	9
	No of Project less than 4, 0 marks			
	No of Project >= 4, 3 marks for each project			
5.	<b>CMMI/ ISO/ other relevant certification</b>	<ul style="list-style-type: none"> <li>Copy of certificate</li> </ul>	5	-
	Older versions, 2 marks			
	Latest versions, 5 marks			
6.	<b>Overall Approach &amp; Methodology</b>	<ul style="list-style-type: none"> <li></li> </ul>	15	-
7.	<b>Technical Presentation</b>	<ul style="list-style-type: none"> <li></li> </ul>	30	-
Total Score			100	-

### 8.3 Financial Evaluation Criteria

- The Financial Bids of technically qualified bidders will be opened in the presence of bidder's representatives. The date, time and venue of opening of financial bid will be communicated to the technically qualified bidders separately and/or posted in the eProcurement website.
- If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- The bidder with lowest qualifying financial bid (L1) will be awarded 100% score (amongst the bidders which did not get disqualified on the basis of point above). Financial Scores for other than L1 bidders will be evaluated using the following formula:

$$\text{Financial Score of a Bidder (Fn)} = \{(\text{Financial Bid of L1} / \text{Financial Bid of the Bidder}) \times 100\} \text{ (Rounded off to two decimal places)}$$

- Only fixed price financial bids indicating total price for all the deliverables, if any, and services specified in this bid document will be considered.
- The bid price will include all taxes and levies and shall be in Indian Rupees.
- Any conditional bid would be rejected.

7. Errors & Rectification: If there is a discrepancy between words and figures, the amount in words will prevail”.

#### 8.4 Overall Evaluation

1. The technical and financial scores secured by each bidder will be added using weightage of 70% and 30% respectively to compute a Composite Bid Score.
2. The bidder securing the highest Composite Bid Score (i.e. Rank 1) will be adjudicated as the most responsive Bidder for award of the Project/Assignment. The overall score will be calculated as follows:

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

Where,

$B_n$  = Overall score of bidder

$T_n$  = Technical score of the bidder (out of maximum of 100 marks)

$F_n$  = Normalized financial score of the bidder

3. In the event the bid composite bid scores are ‘tied’, the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

## 9 PERIOD OF CONTRACT

The selected bidder will be required to submit a signed copy of the RFP as an acceptance of the terms and conditions laid down by NeGD, failing which the offer will be treated as withdrawn and EMD forfeited. After signing of the RFP document, no variation or modification in the terms of the agreement shall be made except by written amendment signed by both parties.

The period of contract will be for an initial period of three (3) years after the deployment of website, extendable for a further two (2) years (i.e. total 5 years) subject to a yearly review. PPC shall be free to curtail the contract period at any time during the period of agreement, without assigning any reason.

## 10 PERFORMANCE BANK GUARANTEE

All incidental charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee (PBG) shall be borne by the selected bidder. The PBG may be discharged/ returned by NeGD / PPC upon being satisfied that there has been due performance of the obligations of the bidder under the work orders. However, no interest shall be payable on the security deposit or the performance bank guarantee. The bidder shall submit PBG within 15 days from the issue of Work Order. The PBG should remain **valid for a period of 18 months** from the date of issue of Work Order. The bidder shall submit a PBG of an amount of **10% of the contract value**.

The agency shall be responsible for extending the validity date and claim period of the PBG as and when it is due on account of non-completion of the project. In case the agency fails to submit performance guarantee within the time stipulated, NeGD / PPC at its discretion may cancel the order placed on the agency without giving any notice. NeGD / PPC shall invoke the performance guarantee in case the agency fails to discharge their contractual obligations during the period.

## **11 TERMINATION OF CONTRACT**

1. NeGD/ PPC may, terminate this Work Order by giving the Agency a 30 (Thirty) days prior and written notice indicating its intention to terminate the Contract under the following circumstances:
  - a. NeGD/ PPC is of the opinion that there has been such event of default on the part of the Agency which would make it proper and necessary to terminate this Contract and may include failure on the part of the Agency to respect any of its commitments with regard to any part of its obligations under this Contract.
  - b. The Agency has failed to commence the provision of Services or has without any lawful excuse under these conditions suspended the work for 30 consecutive days.
  - c. In the event of the quality of Staffing Personnel and/or services as per the Scope of Work under the Contract with NeGD not found acceptable by PPC.
  - d. The Agency has neglected or failed to observe and perform all or any of the term's acts, matters or things under this Contract to be observed and performed by it.
  - e. The Agency has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of NeGD/ PPC.
  - f. The Agency has been declared insolvent/bankrupt.

### **2. Consequences of Termination**

- a. NeGD/ PPC shall have the right to carry out the unexecuted portion of work either by itself or through selecting other agencies.
- b. In the event of termination of this Contract, NeGD/ PPC shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity which the Agency shall be obliged to comply with.
- c. In the event that the termination of this Contract is due to the expiry of the Term of this Contract, a decision not to grant any (further) extension by NeGD/ PPC, or where the termination is prior to the expiry of the stipulated term due to the occurrence of any event of default on the part of the Agency, the Agency herein shall be obliged to provide all such assistance to the successor or any other person as may be required by NeGD/ PPC.

- d. Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the Agency or due to the fact that the survival of the Agency as an independent corporate entity is threatened/has ceased, NeGD/ PPC shall pay the Agency for that part of the Services which have been authorized by NeGD/ PPC and satisfactorily performed by the Agency up to the date of termination. Without prejudice any other rights, NeGD/ PPC may retain such amounts from the payment due and payable by NeGD/ PPC to the Agency as may be required to offset any losses caused to NeGD/ PPC as a result of any act/omissions of the Agency.
- e. NeGD/ PPC may take possession of the works and all deliverables of the Agency and use or employ the same for completion of the work or employ any other Agency or other person or persons to complete the works. The Agency shall not in any way object or interrupt or do any act, matter or thing to prevent or hinder such actions, other Agencies or other persons employed for completing and finishing or using such deliverables.
- f. When the Contract is terminated by NeGD/ PPC for all or any of the reasons mentioned above, the Agency shall not have any right to claim compensation on account of such termination.

## **12 PRICE VARIATION**

In the event of lowering of government levies subsequent to the finalization of the contract, the bidder shall automatically pass on the benefits to NeGD/ PPC, and in the event of increasing of government levies subsequent to the finalization of agreement; NeGD/ PPC shall consider the case on merit and the pro-rata benefits to the Agency may be considered if full reference with documentary evidence is submitted.

## **13 PENALTY**

1. The Agency shall perform its obligations in a professional manner. In case of delay in execution of the assigned work by the agency, PPC may impose penalty as per the details given in Section 6 of this RFP (subject to a maximum of 10%). If the delay is beyond stipulated time, then PPC may annul the project and shall be free to get it done from other agencies at the risk and costs of the appointed agencies. PPC may debar and blacklist the agencies for applying in its future contracts also.
2. If any of the services performed by the agencies fail to conform to the specifications of the assigned project or in the event of failure of the project due to indifferent (such as inadequate interactions with PPC), negligent (such as quality of deliverables not up to the mark), non-supportive attitude (such as non-engagement of adequate resources in the prescribed time frame), of the agencies and PPC decides to abort the contract because of such failure, then a sum up to 10% of the value of the contract may be recovered from the agencies. This shall be without prejudice to other remedies available under law and this agreement with PPC.

## 14 PAYMENT TERMS

1. The Agency shall raise invoice as per the rates agreed in the agreement. The payment schedule is as follows:

#	Phase 1- Development of Website	Percentage
1	On Approval of SRS	5% of cost quoted by the bidder for Phase 1
2	On Approval of the Design and Development of the Website	10% of cost quoted by the bidder for Phase 1
3	<b>On Translation of Entire Existing Content into all Official UN Languages as given in Section 2.10.i</b>	<b>10% of cost quoted by the bidder for Phase 1</b>
	2 languages	3% of above cost quoted by the bidder for Phase 1
	3 languages	4.5% of above cost quoted by the bidder for Phase 1
	4 languages	6% of above cost quoted by the bidder for Phase 1
	5 languages	7.5% of above cost quoted by the bidder for Phase 1
	The above costing is cumulative and proportional to the work done.	
4	<b>On Translation of Entire Existing Content into all Regional Languages as given in Section 2.10.ii</b>	<b>20% of cost quoted by the bidder for Phase 1</b>
	3 languages	7.5% of above cost quoted by the bidder for Phase 1
	6 languages	10% of above cost quoted by the bidder for Phase 1
	9 languages	12.5% of above cost quoted by the bidder for Phase 1
	12 languages	15% of above cost quoted by the bidder for Phase 1
	15 languages	16% of above cost quoted by the bidder for Phase 1
	18 languages	17% of above cost quoted by the bidder for Phase 1
	21 languages	18% of above cost quoted by the bidder for Phase 1
	The above costing is cumulative and proportional to the work done.	
5	On deployment of website	20% of cost quoted by the bidder for Phase 1

		(in case a few languages are left, subject to a minimum of 5 UN languages and 12 Indian languages, payment will be released in proportion to the work done.
6	On handing over source code along with user manual	15% of cost quoted by the bidder for Phase 1
7	On completion of 3 months from the date of Go-LIVE of website	10% of cost quoted by the bidder for Phase 1
8	On completion of 6 months from the date of Go-Live of website	10% of cost quoted by the bidder for Phase 1

### Phase 2- Operation & Maintenance of Website

The O&M Phase shall start after completion of 6 months from the date of deployment of website. The first quarterly payment shall be due after 9 months from the date of deployment of website. The bidder shall raise 10 equal quarterly invoices after completion of each quarter. The cost for further two years beyond three years of services shall be paid with an increment of 5% of cost quoted under financial bid.

During the O&M phase the bidder must provide on-going website technical maintenance support, update applications as the new versions become available, help to change and improve features and website structure on request for the duration of the contract and do translation and transliteration as per the timelines mentioned in the **Section 6 of this RFP**.

2. Payments shall be subject to deductions of any amount for which the supplier is liable under the Work Order or tender conditions. Further all payments to agency will be made subject to **deduction of applicable penalty** and TDS (Tax deduction at Source) as per the income Tax Act, 1961, and other taxes, if any, as per Government of India rules.
3. All payments will be made through RTGS only.

## 15 CONFIDENTIALITY AND SECURITY

1. The agency and their personnel will not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of PPC or its clients without the prior written consent of PPC.
2. The agency will ensure that no information about the software / hardware / policies of NeGD/ PPC etc. is taken out in any form including electronic form or otherwise, by the manpower posted by them.

3. Additionally, the agency shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities.
4. NeGD/ PPC shall retain all rights to prevent, stop and if required take the necessary punitive action against the agency regarding any forbidden disclosure.
5. For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
  - a. information already available in the public domain ;
  - b. information which has been developed independently by the Agency;
  - c. information which has been received from a third party who had the right to disclose the aforesaid information;
  - d. Information which has been disclosed to the public pursuant to a court order.
6. Any handover of the confidential information needs to be maintained in a list, containing at the very minimum the name of provider, recipient, date of generation of the data, date of handing over of data, mode of information, purpose and signatures of both parties.
7. Notwithstanding anything to the contrary mentioned hereinabove, the agency shall have the right to share the work order provided to it by NeGD/ PPC in relation to this Agreement, with its prospective purchasers solely for the purpose of and with the intent to evidence and support its work experience under this Agreement.

## **16 INDEMNIFICATION & LIMITATION OF LIABILITY**

1. The agency (the "Indemnifying Party") shall undertake to indemnify, hold harmless NeGD/ PPC (the "Indemnified Party") from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (Collectively "Loss") on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement.
2. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages, that may be finally awarded against Indemnified Party.
3. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by
  - a. Indemnified Party's misuse or modification of the Service;

- b. Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party;
- c. Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party;

However, if any service, information, direction, specification or materials provided by Indemnified Party or any third party contracted to it, is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either

- a. Procure the right for Indemnified Party to continue using it
- b. Replace it with a non-infringing equivalent
- c. Modify it to make it non-infringing.

The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

4. The indemnities set out above, shall be subject to the following conditions:
- a. the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
  - b. the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;
  - c. if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
  - d. the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
  - e. all settlements of claims subject to indemnification under this Clause will:
    - i. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and

- ii. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
  - f. the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favor of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
  - g. the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
  - h. in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and
  - i. if a Party makes a claim under the indemnity set out above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).
5. The liability of either Party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this Agreement. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out above.
6. In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third party claims (other than those set-forth in above) even if it has been advised of their possible existence.
7. The allocations of liability in this Section represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

## **17 FORCE MAJEURE**

If at any time, during the continuance of the contract, the performance in whole or in part by either party of any obligation under the contract is prevented or delayed by reasons beyond the control of a party such as war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, natural calamities, lockouts, acts of state or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as

practicable, but within 21 days from the date of occurrence and termination thereof, neither party shall, by reason of such event, be entitled to terminate the contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, provided further, that if the performance in whole or in part or any obligation under the contract is prevented or delayed by reason of any such event for a period exceeding 60 days, NeGD/ PPC may at its option, terminate the contract. Neither Party shall be liable for any failure or delay in the performance of its obligations under the contract or Work Orders hereunder to the extent such failure or delay or both is caused, directly, without fault by such Party, by reason of such event. NeGD/ PPC shall however, be responsible to pay the Agency for the services successfully rendered to the satisfaction of NeGD/ PPC under the work orders/ purchase orders issued pursuant to the contract.

## **18 DISPUTE RESOLUTION**

The Bidder and NeGD/PPC shall endeavor their best to amicably settle, by direct negotiation, all disputes arising out of or in connection with the contract.

In case any dispute between the Parties, does not settle by negotiation, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration. Arbitration shall be held in New Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the third to be appointed by the Department of Information Technology, Government of India.

The “Arbitration Notice” should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

## **19 APPLICABLE LAW**

The work-order will be governed by the laws and procedures established by the Govt. of India within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. All disputes in this connection shall be settled in Delhi jurisdiction only.



**ANNEXURE 1 - COVERING LETTER FOR BID**

(To be submitted on the letterhead of the bidder)

To

**The Chief Operating Officer,  
NeGD,  
4<sup>th</sup> Floor, CGO Complex,  
Lodhi Road, New Delhi-110003**

Subject: **Submission of Bid for** Tender No. <<>>

Dear Sir,

This is to notify that our company is submitting bid in response to Tender No NeGD/... for **Request for Proposal (RFP) for Selection of Agency to Design, Develop, Operate, Maintain, Translate & Transliterate PM India Website**. Primary & Secondary contact for our company are as follows:

	Primary Contact	Secondary Contact
Company Name		
Name		
Title		
Address		
Phone		
Mobile		
Fax		
E-mail		

For the purpose of supplying items/delivering services under this tender we are appointing <**Name of Authorized Partner**> (if applicable) as our Authorized Partner.

We are responsible for communicating to the NeGD in case of any change in the Primary or/and Secondary contact information mentioned above. We shall not hold NeGD responsible for any non-receipt of bid process communication in case such change of information is not communicated and confirmed with NeGD on time.

By submitting the proposal, we acknowledge that we have carefully read all the sections of this tender document including all forms, schedules and appendices hereto, and are fully informed to all existing conditions and limitations. We also acknowledge that the company is in agreement with terms and conditions of the tender and the procedure for bidding, evaluation and selection.

We have enclosed the earnest money deposit as per the tender conditions and we understand that it is liable to be forfeited in accordance with the provisions of tender documents.

We confirm that information contained in this response or any part thereof, including documents and instruments delivered or to be delivered to NeGD are true, accurate, verifiable and complete.

This response includes all information necessary to ensure that the statements therein do not in whole or in part misled NeGD in its evaluation process.

We fully understand and agree that on verification, if any of the information provided here is found to be misleading the evaluation process or result in unduly favors to our company in evaluation process, we are liable to be dismissed from the selection process or termination of the contract with NeGD.

We understand that you are not bound to accept the lowest or any bid you may receive.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

**Yours sincerely,**

On behalf of [bidder's name]

Authorized Signature [In full and initials]:

Name & Title of signatory:

Name of Firm:

Address:

Seal/Stamp of bidder:

Place:

Date:

## **ANNEXURE 2 - BID SUBMISSION PROCEDURE**

Bids must be correct and complete in all aspects. NeGD will evaluate the bid based on its clarity, correctness and completeness of its response to the requirements of the project as outlined in this RFP. Bidder must keep in mind the below points for the regarding the bidding –

1. This RFP process will be administered through the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>). The bidders are required to submit soft copies of their proposals electronically on the CPP Portal, using valid digital signature certificates of officer duly authorized to submit the bid. The instructions given below are meant to assist the Bidders in registering on the CPP Portal, preparing their proposals in accordance with the requirements defined in this RFP and submitting their proposals on the CPP Portal. More information for submitting the Bids online on the CPP Portal may be obtained at <https://eprocure.gov.in/eprocure/app>
2. The Bidders are required to enroll on the e-procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link. Enrolment on the CPP Portal is free of charge. As part of the enrolment process, the Bidders will be required to choose a unique username and a password for their accounts. Upon enrolment, the Bidders will be required to register their valid digital signature certificate (Class III certificates with signing key usage) issued by any Certifying Authority recognized by the Controller of Certifying Authorities, India with their profile. Only one valid DSC should be registered by a Bidder. The DSC should be in the name of the person duly authorized by the Bidding entity to do all acts necessary for submitting the Proposal and execution of work under this RFP. The Bidders are responsible to ensure that only the authorized persons may use the DSCs. The Bidder then logs in to the site through the secured log-in process by entering the user ID Password and the Password of the DSC eToken.
3. The Bidder should try to submit the Bid well before the last date and hence to avoid any inconvenience at the last moment. The Bid submission date and time are mentioned in the “Fact Sheet” of this RFP. The Bidder will not be allowed to submit the Bid after the Bid submission time. The Bidder has to digitally sign and upload the required Bid documents one by one under the respective options for Pre-qualification Bid and Technical Bid as indicated in this RFP. NeGD will not accept any Bid where any part of the bid is misclassified or mis-uploaded. The Bidder shall furnish, as part of its Bid, an EMD of amount as mentioned in the Fact Sheet. The Bidder has to select the payment option as “Offline” to pay the EMD as applicable and enter the details of the instrument. The Bidder shall seal and send the EMD envelope containing the original Demand Draft Bank Guarantee to NeGD at the address provided in the Fact Sheet. The Bidder shall mark its name and RFP reference number on the reverse of the Demand Draft in the Bank Guarantee before sealing the same. The address of the Purchaser, Name and Address of the Bidder and the RFP Reference Number shall be marked on the envelope. The envelope shall also be marked with a sentence “NOT TO BE OPENED BEFORE THE DATE AND TIME OF PRE-QUALIFICATION BID OPENING”. If the envelope is not marked as above, the Purchaser will not assume any responsibility for its misplacement, pre-mature opening etc.
4. Upon successful and timely submission of Bids, the portal will give a successful Bid submission message and a bid summary will be displayed with the Bid number and the date and time of submission of the Bid with all other relevant details.
5. The Bidder is allowed to re-submit the Bid and related Bid documents before the last date of Bid submission and time. The Bid can be re-submitted as many times as required by

- the Bidder, within the indicated timelines. The last version of the Bid submitted by the Bidder before the Bid submission date and time will be considered for Bid evaluation.
6. The Bidder is permitted to withdraw his Bid before the last date of Bid submission and time through the CPP Portal. The bidder should provide the supporting reasons for bid withdrawal and attach the supporting letter to the Purchaser.
  7. Any queries relating to this RFP document and the terms and conditions contained therein should be addressed to the RFP Inviting Authority and the relevant contact person indicated in this RFP. Any queries relating to the process of online Bid submission or queries relating to the CPP Portal in general may be directed to the 24\*7 CPP Portal Helpdesk. For any other queries or help related to the portal please visit: <https://eprocure.gov.in/eprocure/app?page=FrontEndContactUs&service=page>
  8. Eligibility/Technical proposal should not contain any other information.
  9. If any bidder does not qualify in eligibility criteria, the technical proposal of that bidder shall not be considered for evaluation.
  10. All pages of the bid being submitted must be sequentially numbered by the bidder.
  11. NeGD will not be responsible for any delay on the part of the bidder in obtaining the terms and conditions of the tender notice or online/hardcopy submission of the bids.
  12. Bid submitted by the bidder shall comprise the following:
    - a. Prequalification Bid
    - b. Bid security/EMD
    - c. Technical Bid
    - d. Financial Bid

**ANNEXURE 3 - FORMAT FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

To,  
The Chief Operating Officer,  
NeGD,  
4<sup>th</sup>Floor, CGO Complex,  
Lodhi Road, New Delhi-110003

Whereas <<Name of the Bidder>> (hereinafter called 'the Bidder') has submitted the bid for submission of RFP # <<RFPNumber>> for **Selection of Agency to Design, Develop, Operate, Maintain, Translate & Transliterate PM India Website**.(hereinafter called "the Bid") to NeGD (hereinafter called 'the Purchaser').

Know all Men by these presents that we <<>> having our office at <<Address>> (hereinafter called "The Bank") are bound unto the Purchaser in the sum of INR<<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this <<Date>>.

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Purchaser in the RFP; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
  - a. Withdraws his participation from the bid during the period of validity of bid document; or
  - b. Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

**NOTWITHSTANDING ANYTHING CONTAINED HEREIN:**

- i. Our liability under this Bank Guarantee shall not exceed INR<<Amount in figures>> (Rupees<<Amount in words>> only)
- ii. This Bank Guarantee shall be valid up to<<insert date>>)
- iii. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

## **ANNEXURE 4 - FORMAT FOR SUBMISSION OF PRE-QUALIFICATION BIDS**

### **Pre-Qualification Bid Covering Letter**

<Location, Date>

To,  
The Chief Operating Officer,  
NeGD,  
4<sup>th</sup> Floor, CGO Complex,  
Lodhi Road, New Delhi-110003

**Subject:** Submission of the pre-qualification bid for Selection of Agency to Design, Develop, Operate, Maintain, Translate & Transliterate PM India Website.

Dear Sir,

The undersigned, on behalf of [give the name of firm], offer to provide the services for [Insert title of Assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our pre-qualification proposal.

We hereby declare that all the information and statements made in this pre-qualification bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of all the volumes of this RFP document. We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

(Authorized Signatory)  
(Name, Designation, Address, Contact Details, Seal, Date)

**Pre-Qualification checklist for common criteria**

S. No.	Description	Supporting Documents	Compliance (Yes / No)	Reference in Proposal
1	Legal Entity			
2	Turnover			
3	Net worth			
4	Profitability			
5	Blacklisting			
6	Technical Capability- Website Development & Maintenance			
7	Technical Capability- Translation Services for Official UN Languages			
8	Technical Capability- Translation Services for Regional Languages			
9	Earnest Money Deposit			

## **ANNEXURE 5 - FORMAT FOR SUBMISSION OF TECHNICAL BIDS**

### **Technical Bid Covering Letter**

<Location, Date>

To,  
The Chief Operating Officer,  
NeGD,  
4<sup>th</sup>Floor, CGO Complex,  
Lodhi Road, New Delhi-110003

**Subject:** Submission of the technical bid for Selection of Agency to Design, Develop, Operate, Maintain, Translate & Transliterate PM India Website.

Dear Sir,

The undersigned, on behalf of [give the name of firm], offer to provide the services for [Insert title of Assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our technical proposal.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of all the volumes of this RFP document. We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

(Authorized Signatory)  
(Name, Designation, Address, Contact Details, Seal, Date)

**Technical Qualification Checklist**

	<b>Description</b>	<b>Supporting Documents along with page no</b>	<b>Self-Evaluation</b>
1.	<b>Experience of working on projects involving design, development and maintenance of websites/ applications in last 3(three) financial years (FY 2016-17, 2017-18, 2018-19)</b>		
	No of Project less than 4, 0 marks		
	No of Project >= 4, 2 marks for each project		
2.	<b>Experience of working on projects involving design, development and maintenance of websites/ applications for Government of India / State Government / PSU in last 3 (three) financial years (2016-17, 2017-18, 2018-19)</b>		
	No of Project less than 3, 0 marks		
	No of Project >= 3, 2 marks for each project		
3.	<b>Experience of firm/ employees working on projects involving translating entire website content in English/ Hindi to a minimum of 2 Official UN Languages as given in Section 2.10.i in last 3(three) financial years (FY 2016-17, 2017-18, 2018-19).</b>		
	No of Project less than 2, 0 marks		
	No of Project >= 2, 3 marks for each project		
4.	<b>Experience of firm/ employees working on projects involving translating entire website content in English/ Hindi to a minimum of 4 regional Languages as given in Section 2.10.ii in last 3(three) financial years (FY 2016-17, 2017-18, 2018-19).</b>		
	No of Project less than 4, 0 marks		
	No of Project >= 4, 3 marks for each project		
5.	<b>CMMI/ ISO/ other relevant certification</b>		
	Older versions, 2 marks		
	Latest versions, 5 marks		
6.	<b>Overall Approach &amp; Methodology</b>		<b>NA</b>
7.	<b>Technical Presentation</b>		<b>NA</b>

## **ANNEXURE 6 - FORMAT FOR SUBMISSION OF FINANCIAL BIDS**

### **Technical Bid Covering Letter**

<Location, Date>

To,  
The Chief Operating Officer,  
NeGD,  
4<sup>th</sup> Floor, CGO Complex,  
Lodhi Road, New Delhi-110003

**Subject:** Submission of the financial bid for Selection of Agency to Design, Develop, Operate, Maintain, Translate & Transliterate PM India Website.

Dear Sir,

The undersigned, on behalf of [give the name of firm], offer to provide the services for [Insert title of Assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our technical proposal.

We understand that the payment would be made on the basis of actual GST prevalent at the time of payment.

Our Financial Bid shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal as mentioned in this RFP.

We understand you are not bound to accept any Bid that you receive.

Yours sincerely,

(Authorized Signatory)  
(Name, Designation, Address, Contact Details, Seal, Date)

**To be printed on company letter head and submitted along the financial proposal**

<b>S. No.</b>	<b>Phase</b>	<b>Cost (in INR)</b>
1	<b>Phase 1- Website Development Cost</b> <i>(This includes cost of translation and transliteration of the existing content)</i>	
2	<b>Phase 2-Website Operation &amp; Maintenance Cost</b> <i>(This includes cost of translation and transliteration during the O&amp;M phase)</i>	
<b>Total Cost (Phase 1 + Phase 2)</b>		
<b>Total Cost (in words)</b>		

In future a language may be added or removed from the list of existing languages. The cost of translation and transliteration of contents is given below. The same shall be used for calculation of payment.

<b>S. No.</b>	<b>Item</b>	<b>Cost (in INR)</b>
1	<b>Quarterly Cost of translation and transliteration of content into 1 language*</b>  <i>*To be used in future only if any language is added or removed</i>	
<b>Cost (in words)</b>		

Yours sincerely,

(Authorized Signatory)

(Name, Designation, Address, Contact Details, Seal, Date)