

# GOVERNMENT OF INDIA MINISTRY OF FINANCE DEPARTMENT OF EXPENDITURE OFFICE OF CONTROLLER GENERAL OF ACCOUNTS MAHALEKHA NIYANTRAK BHAWAN 'E' Block, GPO Complex, INA New Delhi -110023

## NOTICE INVITING TENDER

Tender Notice: No. 4/6/2014/e-mc/pt

Dated:-04-09-2017

- Name of Work:- (i) Transforming the existing APMS portal to an online application portal for preparation, submission vetting and monitoring of the CAG paras, explanatory Notes and PAC Para.
  - (ii) For continuous maintenance support and essential developments in the modules/features of the existing web-based APMS Portal

Approximate Cost:-Rs.55 Lakhs

Tender Cost:-Rs. 500/-

Currency Period:- 01 Year

Tender document can be downloaded from website http://eprocure.gov.in and www.cga.nic.in. Detailed Terms & Conditions are given in the Tender Document. Bids are invited from eligible agencies along with Earnest Money Deposit of Rs. 2,50,000 Lakh /-(Rupees Two Lakh Fifty Thousand only) which should be submitted in the form of Demand Draft/ Banker's Cheque drawn in favour of Pay and Accounts Officer, O/o CGA, New Delhi payable at New Delhi. A Demand Draft / Banker Cheque Rs.500/- (Rs. Five Hundred only) towards non-refundable tender cost in favour of "Pay and Accounts Officer, O/o CGA, New Delhi" payable at New Delhi is to be submitted at the time of submitting the tender in a separate envelope duly marked "Tender Cost". The bids along with Demand Draft/ Banker's Cheque should be submitted at Room No. 204, Mahalekha Niyantrak Bhawan, 'E' Block, GPO Complex INA, New Delhi-23 on or before by 13.00 hours on 22 September 2017. Tender (Technical bids) will be opened on the same day at 3.30 PM in the presence of authorized representatives with the bid acknowledgement receipt, if any, of the bidders. Tenders would be opened at 401, 4th Floor, Mahalekha Niyantrak Bhawan, 'E' Block, GPO Complex INA New Delhi-23. O/o CGA reserves the right to accept or reject the Tender without assigning any reason there for.

Accounts Officer(Admn.)

Ph.24621268

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#### **CHAPTER-1**

## INSTRUCTIONS TO THE BIDDERS

- 1. Office of Controller General of Accounts, Ministry of Finance, invites 'Sealed Bids' for Transforming the existing APMS mportal to an online application portal for preparation, submission vetting and monitoring of the CAG paras, explanatory Notes and PAC Para and for continuous maintenance support and essential developments in the modules/features of the existing web-based APMS Portal, from reputed IT professional firms/agencies fulfilling the criteria laid down in Chapter-4. The job specifications and scope of work are given in Chapter-3 and Chapter-4. The format for Financial Bid at Chapter-6. The contract period will be for a period of one year extendable on satisfactory performance and mutual consent on same terms and conditions.
- 2. Request for proposal should be submitted in two separate envelope put into one large envelope, which should consist of technical and financial proposals. The two inner packets (packet 1 and packet 2) should be clearly super scribed as:

# (i) Envelope 1 – Technical Proposal

- (a) "For transforming the existing APMS Portal to an online application/portal for preparation, submission, vetting and monitoring of the CAG para, Explanatory Notes and PAC Para online"
- (b) "For continuous maintenance support and essential developments in the modules/features of the existing web-based APMS Portal"

# (ii) Envelope 2 – Financial Proposal

- (a) "For transforming the existing APMS Portal to an online application/portal for preparation, submission, vetting and monitoring of the CAG para, Explanatory Notes and PAC Para online"
- (b) "For continuous maintenance support and essential developments in the modules/features of the existing web-based APMS Portal"

Each of the above two envelope should also mention the name, address and contact details (Telephone Nos., Fax & E-mail ID) of the company. Both envelope should be properly sealed and put in to a large packet, super scribed "Technical and Financial Proposals for transforming the existing APMS Portal to an online application/portal for preparation, submission, vetting and monitoring of the CAG para, Explanatory Notes and PAC Para online and for continuous maintenance support and essential developments in the modules/features of the existing web-based APMS Portal" and should be sent to:-

Accounts Officer 204, Mahalekha Niyantrak Bhawan, 'E' Block GPO Complex, INA New Delhi --1100023. Ph. No. 011-24621268

- 3. The sealed bids will be received by O/o CGA upto 22/09/2017 (till 1.00 PM). Any bid received after the prescribed deadline shall not be considered irrespective of rates. The Techno-Commercial bids will be opened on the same date 22/09/2017 (at 3.30 PM) in the presence of the representatives of the bidders present. Date of opening of financial bids of such firms which meet the prescribed prequalification criteria will be notified separately.
- 4. Earnest Money (EMD) of Rs.2,50,000/- (Rupees Two Lakh Fifty Thousand Only) should accompany the **Techno-Commercial Bid document**. The EMD shall be paid in the form of Demand Draft/Banker Cheque from a nationalized bank/Scheduled commercial bank in favour of Pay and Accounts Officer, O/o CGA, New Delhi payable at New Delhi. Such EMD shall not carry any interest. Any bid not accompanied by requisite EMD shall be deemed to be invalid and will be rejected.

#### 5. The EMD shall be forfeited;

- a) If the bidder withdraws his bid during the period of bid validity,
- b) In the case of successful bidder, if he fails to furnish the required Performance Guarantee within the specified time limit.
- 6. The EMD of successful bidder shall be retained towards making of the security for the performance of the contract and shall only be discharged after submission of the required Performance Security.
- 7. The bid shall remain valid for a period of 90 days from the date of receipt of the bid.
- 8. The Bidder should clearly understand the requirement and may enquire about the nature of work before filling in and submitting the tender to get fully acquainted with the scope of work as no claim whatsoever will be entertained for any alleged ignorance thereof. Tender must be submitted in original and without making any additions, alternations, and as per details given in other clauses given hereunder. The requisite details shall be filled in by the Bidder in the Tender Document wherever required.

#### 9. RATES AND PRICES

- 9.1 Bidders should quote the rates in the format given at Chapter-6. Incomplete bids will summarily be rejected. All corrections and alterations in the entries of tender papers will be signed in full by the Bidder with date. No erasing or over-writings are permissible.
- 9.2 All statutory duties and taxes VAT and other may be clearly specified. Price quoted shall be firm and including all taxes whatsoever may be. Any variation in rates, prices or terms during validity of the offer shall require forfeiture of the EMD.
- 9.3 No additional freight or any other charges, etc, would be payable.

#### 10. Deliverables/Key Milestones

(i) Beta version of the web portal with design (in English and Hindi language) should be ready within 90 days from the date of issue of Letter of Award. Final launch of the web portal would be within 90 days from the date of approval of the design. Maintenance, content management and dynamic updation of the web portal would commence from the date of launch of the web portal and would continue till the period of 6 months from the date of award of the project.

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(ii) The maintenance support of the existing APMS Portal shall commence with immediate effect from the date of issue of Letter of Award and would continue for a period of 06 months extendable for a further period as deemed necessary by the competent authority.

# (iii) (I) Payment terms for new application

Milestones for payment	Deliverables	Duration (in months)	Payment to be made in (%)
1	Completion of Home page design & SRS	1.5 months	20 %
2	Development, Testing & Acceptance by the User (after completion of Home page Design and SRS)	3.5 months	50 %
3	Security Audit, Training and Go-Live (After acceptance of User)	1 month	30 %

# (II) Payment terms for continuous maintenance support of existing APMS Portal and after switch over to New Application Portal

Payment will be made to the firm in the Ist or IInd week of the corresponding month on monthly basis after satisfactory services of the hired Resource Person/S.

- 11. Office of CGA reserves the right to annul the bidding process at any time prior to award of contract including rejection of any or all bids after the same have been received, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder/s on the ground of Office of CGA's action.
- 12. Office of CGA reserves the right to accept/reject any bid and to cancel the bidding process at any time and reject all bids, at any time prior to placement of order, without thereby incurring any liability.
- 13. Any clarification on the documents may be obtained from:-

Accounts Officer(Admin) O/o CGA, MahalekhaNiyantrakBhawan, Room No. 204, 'E' Block GPO Complex, New Delhi-110023 Tel:- 24621268

Email:-cgaoffice40@gmail.com

Assistant Accounts Officer (Admn.) O/o CGA, MahalekhaNiyantrakBhawan, Room No. 204, 'E' Block GPO Complex, New Delhi-110023 Tel:- 24627678

14. Afterwards of Letter of Acceptance(LOA), the Contractor is required to enter into a contract with O/o CGA on the terms & conditions as detailed in the tender document.

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# **CHAPTER-2**

# **CONDITIONS OF THE CONTRACT**

- 1. The contract shall be initially for a period of one year including the transformation and maintenance phase which may be extended further subject to requirement and satisfactory performance/services, requirement and administrative exigencies of the O/o CGA on mutual agreement and on the same, terms and conditions. The contract is intended to be effective from 01.11.2017 or the date of signing of the contract whichever is later.
- 2. The Bidder is required to give confirmation of their acceptance for all terms and conditions stipulated in this tender document which will automatically be considered as part of the Contract to be concluded with the successful Bidder. Failure to do so may result in rejection of the Bid submitted by the Bidder.
- 3. Law: The Contract shall be considered and made in accordance with the laws of the Republic of India. All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at Delhi.

# 4.CONCILIATION/ ARBITRATION

- 4.1 If any dispute (s) or difference (s) of any kind whatsoever arise between the Parties, the Parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by the Competent Authority, CGA.
- 4.2 In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences are detailed above shall be referred to and settled by the empanelled Sole Arbitrator of CGA to be appointed by the Competent Authority, O/o CGA.
- 4.3 Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the Contractor shall not be withheld on account of such difference of arbitration proceedings unless such payment is a subject matter of the arbitration.
- 4.4 The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time.
- 4.5 The venue of the arbitration shall be New Delhi, India. The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties.
- 4.6 The arbitrator will give the speaking and the reasoned Award. The parties will not be entitled to any pendente-lite interest during arbitration proceedings.

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Penalty for use of Undue influence: The bidders undertakes that he has not given, 5. offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of O/o CGA or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the bidder) or the commission of any offers by the bidder or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle O/o CGA to cancel the contract and all or any other contracts with the Successful bidder and recover from the bidder the amount of any loss arising from such cancellation. Decision of the Office of CGA or its nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the bidder. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Bidder towards any officer/employee of the O/o CGA or to any other person in a position to influence any officer/employee of the O/o CGA) for showing any favour in relation to this or any other contract, shall render the bidder to such liability/ penalty as the O/o CGA may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the O/o CGA

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- 6. Agents / Agency Commission: The bidder confirms and declares to the O/o CGA that the bidder shall provide the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Bidder agrees that if it is established at any time to the satisfaction of the Hirer that the present declaration is in any way incorrect or if at a later stage it is discovered that the Bidder has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Bidder will be liable to refund that amount to the O/o CGA. The Bidder will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. O/o CGA will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Bidder who shall in such an event would be liable to refund all payments made by the O/o CGA in terms of the Contract.
- 7. Access to Books of Accounts: In case it is found to the satisfaction of the O/o CGA that the Bidder has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Bidder, on a specific request of the O/o CGA, shall provide necessary information/ inspection of the relevant financial documents/information.
- 8. **Non-disclosure of Contract Documents:** Except with the written consent of the O/o CGA, the successful Bidder shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

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- 9. Penalty clause: That in the event of failure to adhere to the development, testing and implementation schedule to perform duties as prescribed in the contract, First Party i.e. O/o CGA, at its discretion shall withhold 10% of the monthly payment until the completion of the work. O/o CGA may also deduct from Second party liquidated damages @ 2% of the monthly contract value for each week or part of a week for not performing the assigned work as pointed out by Competent Authority, etc. subject to maximum liquidated damages being not higher than 10% of the monthly value of contract. Government may require the Second party to dismiss or remove from the site of work any person or persons engaged by Second party upon the work who may be incompetent or misconducts himself, the Second party shall forthwith comply with such requirements.
- 10. **Termination of Contract:** In addition to penalty provisions mentioned the O/o CGA shall have the right to terminate the Contract in part or in full in any of the following cases: -
  - (a) if the services is held up for more than 6 days consecutively;
  - (b) the contract holder firm is declared bankrupt or becomes insolvent;
  - (c) it has been noticed that the contact holder firm has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc;
  - (d) as per decision of the Arbitration Tribunal.
- 11. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/addressed to the last known address of the party to whom it is sent.
- 12. **Transfer and Sub-letting:** The successful bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
- 13. Amendments: No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

#### 14. Taxes and Duties.

- (a) The bidders are required to quote Monthly charges on the basis of statutory requirement. The quoted rate shall be exclusive of all taxes as the applicable taxes shall be paid extra and as per actual. The rate and the nature of Tax applicable at the time of provision of service and included in the quoted rate should be shown separately. Taxes will be paid to the rate contract holder firm at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of services is legally liable for service tax and the same is payable as per the terms of the contract.
- (b) If a bidder is exempted from payment of any tax up to any value of services from them, he/she/the firm should clearly state that no such tax will be charged by him/her up to the limit of exemption which he/she may have. If any concession is available in regard to rate/quantum of any tax, it should be brought out clearly. Stipulations like, the said tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such tax will

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not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(c) Any change in any tax upward/downward as a result of any statutory variation in service tax taking place within contract terms shall be allowed to the extent of actual quantum of such tax paid by the rate contract holder firm. Similarly, in case of downward revision in service tax, the actual quantum of reduction of such tax shall be reimbursed to the Hirer. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the rate contract holder firm.

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder as selected by the O/o CGA. Failure to do so may result in rejection of Bid submitted by the Bidder.

# 15. PERFORMANCE GUARANTEE

- 15.1 The successful bidder shall furnish a performance guarantee for an amount equal to ten (equal to 10% of the value of the contract, within 15 calendar days from the date of acceptance of the bid for due and proper fulfillment of contract.
- 15.2 EMD of successful bidder shall be discharged after receipt and acceptance of the Performance Security in the valid format. EMD of unsuccessful bidders shall be discharged after award of work to the successful bidder and signing of contract thereof.
- 15.3 The Performance Security provided by the successful bidder may be in the form of Bank Guarantee/ Fixed Deposit Receipt (FDR)/ Banker's Cheque/ Account Payee Demand Draft made in the name of the Agency and hypothecated to the "Pay and Accounts Officer, Office of CGA, , New Delhi" covering the entire period of the contract. The Performance Security Deposit should remain valid for a period of sixty days beyond the stipulated date for completion of the contract (as per format given in Chapter-7).
- 16. **Tolerance Clause:** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, O/o CGA reserves the right to plus/minus, increase or decrease the quantity of the services required upto 25% without any change in the terms & conditions and prices quoted by the Bidder. While awarding the contract, the services will be increased or decreased by the O/o CGA within this tolerance limit.
- 17. **Payment Terms:** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. The payment will be made as per the following terms, on production of the requisite documents:
  - (a) Only e-Payment will be made on monthly basis after successful execution of work defined in the Contract for which service/satisfactory reports are to be submitted along with bills.

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(b) A certificate regarding satisfactory completion of work and timely services provided by the firm issued by the E-monitoring cell must be attached with each monthly bill presented for payment

Advance Payments: No advance payment(s) will be made to the firm.

# Paying Authority:

(a) "PAY AND ACCOUNTS OFFICER, O/O CGA", New Delhi.

The payment of bills will be made on submission of the following documents, whichever applicable, by the Contract holder firm to the Paying Authority along with the bill:

- (i) Ink-signed copy of Bill on the letter head of the firm.
- (ii) Details for electronic payment viz Account holder'sname, Bank name,
- (iii) Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in contract).
- (iv) Any other document / certificate that may be provided for in the Contract.
- (v) User Acceptance as applicable.
- 18. **Price Negotiation:** While concluding RFP, the buyer reserves the right to conduct price negotiations by the financial bids Evaluation Committee in order to obtain best value for money and also to clarify all aspects of the RFP to avoid ambiguity and dispute at the later stage.

#### 19. Fall Clause:

- (a) The price/rate charged for the services to be rendered under the contract by the Contractor shall in no event exceed the lowest prices at which the contractor provides the services of same nature or offer services of identical description to any persons / Organisation including the purchaser or any Department of the Central Government or any Department of State Government or any statutory undertaking the Central or State Government as the case may be during the period till the contract is completed.
- (b) If at any time, during the said period the contractor reduces the price/rate, provides service or offer to provide such service to any person / organization including O/o CGA or any Deptt, of Central Govt. or any Department of the State Government or any Statutory undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract, the Contract Holder firm forthwith shall notify such reduction or offer to O/o CGA and the rate charged by the firm shall stand correspondingly reduced. A certificate in this regard shall be given by the Rate Contract Holder firm to the Paying Authority on each occasion that —

"We certify that there has been no reduction in rate for services of description identical to the services being provided to the Government under the existing contract to the O/o CGA herein and such services have not been offered by me/us to any person/organisation including any Department of Central Government or Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of services against the Contract during the currency of the contract at price lower than the price charged to the Government under the contract."

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# 20. Risk & Expense Clause:

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(a) Should the service provider has not provided the services as per schedule specified in the contract documents, or if service is found to be not satisfactory at any time during the currency of contract, O/o CGA after granting the Contract Holder firm for 10 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, declare the contract as cancelled either wholly or to the extent of such default.

# 21 . FORCE MAJEURE

- 21.1 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire affecting the performance of the Contract, Flood and Acts and Regulations of respective government of the two parties, namely O/o CGA and the Contractor.
- 21.2 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, CGA shall have the option of cancelling this contract in whole or part at his discretion without any liability at his part.
- 21.3 Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.
- 21. The successful firm shall employ as its representatives, servants and workmen after verifying their antecedents and loyalty before employing them for the works. It shall be ensured that no person of doubtful antecedents and nationality is, in any way, associated with work.
- 22. Payment of other admissible benefits, if any, like bonus, leave, etc. to the employees deputed at Mahalekha Niyantrak Bhawan, O/o CGA will solely be liability of the bidding company, and not that of O/o CGA.
- 23. Site Visit: The bidder shall visit the site(s) to make themselves familiar with the requirement. The bidder shall visit the workplace and understand the scope of work thoroughly (even if it is not mentioned in this tender) and quote their rates accordingly.

# 24. Evaluation Criteria & Price Bid issues :-

The broad guidelines for evaluation of Bids/Quotations will be as follows:-

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# i. Technical Evaluation:-

Technical proposals will be opened for evaluation in the presence of representatives of agencies submitting proposals as per the date and time mentioned in this document for review. The Evaluation Committee appointed by the competent authority will carry out the technical evaluation of proposals on the basis of the following evaluation criteria and points system. Evaluators or Technical Proposal shall have no access to the Financial Proposals until technical evaluation, is concluded. Each evaluated proposal will be given a technical score (TS) as detailed below:-

SI No.	Criteria of Evaluation	Maximum Marks
1	Number of years of experience in IT related Projects in Central Government as on	5
	30.04.2017	
	(1 mark for less than 5 years and 1 mark each for	
	additional years of experience with a maximum	
	of 5 mark. Minimum 3 years experience required)	
2	Experience of undertaking projects involving similar scope of work including Web Application and Maintenance, Content Management, Search Engine Optimisation, Data Analytics and management, etc. Preferably	15
	during the last 5 years in Central Government.	
3	Detailed concept and strategy for development of	50
	the redesign of APMS web portal, along with the	Presentation: 10
	methodology and work plan with timeline for	Concept : 10
	performing the assignment	Creativity: 10
		Methodology: 10
	,	Strategy &
		Milestones : 10
4	Qualification and competence of the team proposed for the Assignment	30
5	Total Technical Proposal Marks	100

#### Note 1

The Technical marks obtained will be multiplied by 0.7 (70%) weightage to technical score to arrive at the technical weight-age score. While awarding marks for demonstrating the experience stated under Sl no. 2 above, the Applicant which has undertaken the highest number of eligible assignments shall be entitled to the maximum score for the respective category and all other competing Applicants or respective Applicants shall be entitled to a proportionate score. Eligible assignments would mean assignments involving Web application and Maintenance, Content Management, Search Engine Optimization, Data Analytics and management, etc.

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#### Note 2

The total number of marks for qualification and competence of the proposed team (Sl.No.4) shall be allocated as under

S.No	Proposed Team Member(s)	Number of Marks
1.	Program Manager/ Project Manager	5
2.	Solution Architect	5
3.	Other Team Members (Developers, Design experts, Tester, Support members etc.)	10
4.	Senior Programmer/Programmer for e- maintenance support of existing APMS Portal	10
	TOTAL	30

#### Note 3

During the process of Technical evaluation, the Authority would invite each agency that has submitted its proposal for making presentations. The presentation is intended to evaluate the agencies' understanding of the scope of work, proposed strategy for executing the work, creative ideas for the web portal including indicative wire frame designs, indicative design options for this web portal, team proposed and also past-experience of undertaking similar assignments in the Central Government. During the presentation, the IT Agency should also showcase its experience of creatively designing clutter-free, engaging and visually attractive web portal.

The Authority would indicate the details including time, date and venue for each agency to make the above presentations.

The letter of Award/ work order will be on the basis of QCBS (Quality Cost Based Selection) weights assigned to Technical proposal and financial proposal in the ratio of 70:30.

The Applicant achieving the highest combined technical and financial score will be considered to be the successful Applicant and will be issued the Letter of Award/ Work Order by the competent Authority (The "Successful Applicant") with the due concurrence of the Integrated Financial Adviser.

- (i) The ultimate cost to the O/o CGA, as arrived at by applying the above (70:30) formula would be the deciding factor for ranking of Bids. Bidders are required to quote realistic rates as per the prevailing industry standards. The quoted rates, once accepted, shall remain valid till completion of Contract.
- (ii) If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

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# **Evaluation Criteria for Financial Proposal:**

The proposal with the lowest cost / quoted price shall be given a financial score of 100 and the other proposal given financial score that are inversely proportionate to their prices.

$$F(s) = LEC / EC$$

F (s) stands for financial score

EC stands for Evaluated Cost of the financial proposal

LEC stands for Lowest Evaluated Cost of the financial proposal.

The Authority shall adopt a two stage selection process in evaluating the Proposals as per **Quality-cum-Cost Based Selection (QCBS)** process under which 70% weightage will be given to the Technical Evaluation and 30% weightage to the Financial Evaluation.

For working out the combined score, the employer will use the following formula:

Total points =  $T(w) \times T(s) + F(w) \times F(s)$ , where

T (w) stands for weight of the technical score (70%).

T (s) stands for technical score

F (w) stands for weight of the financial proposal (30%)

F (s) stands for financial score

The proposal will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered for award of contract and will be called for negotiations, if required.

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# **CHAPTER-3**

# Specifications and Details of current APMS Portal

- 1. The existing Audit Para Monitoring System (APMS) is a web based application and was developed on the recommendations of the Public Accounts Committee (PAC) for processing and monitoring the submission and settlement of Action Taken Notes (ATNs) on C&AG audit paras of various Ministries/Departments. The APMS essentially replicates the manual process flow in submission/vetting of ATNs by facilitating uploading of scanned copies of the ATN in the format duly prescribed by the PAC and signed by the Joint Secretary or above of the Ministry/Department. The Office of the C&AG also upload their vetting comments as a scanned attachment.
- 2. The PAC in their recommendations at Para 6 of their 42<sup>nd</sup> Report (16<sup>th</sup> Lok Sabha) have desired that the processing/vetting of ATNs at each stage by the stakeholders be done on line. The migration to an on line application will obviate the requirement of uploading of bulky records on the APMS portal resulting in significant gains in processing speed and efficiency. The migration of APMS to an on-line application has to be parallel to the enhancement in scope of the APMS to also include the processing and settlement of Action Taken Reports(ATRs) of PAC paras and Explanatory Notes (ENs) for excess over budget grant or saving of Rs. 100 crores or more in a grant.
- 3. The Stake holders of the product are :-

CAG Paras	PAC Paras	Explanatory Notes
1. Audit, O/o C&AG	1. Lok Sabha Secretariat	1. Monitoring Cell/
2. Ministries/Departments	(PAC Branch)	Appropriation Accounts O/o
3. Monitoring Cell, O/o	2. Ministries/Departments	CGA
CGA	3. Audit, O/o C&AG	2. Ministries/Departments
4. Lok Sabha Secretariat,	4. Admin	3. Audit, O/o C&AG
(PAC Branch)		4. Lok Sabha Secretariat (PAC
5. Admin		Branch)
		5. Admin

5. Operating Environment Platform:

Front End: ASP.NET 3.5 with C#, jquery, JavaScript

Back End :- MS-SQL 2005/2008 R2

**Operating System:- Windows 2005/2008** 

Client Office: Ms-Office 2007 (for offline utility in Office Business Application) and Acrobat Reader.

- 6. APMS Portal cycle flows in following stages as
  - Uploading of C&AG audit paras on Portal by O/o C&AG for preparing ATN by respective Ministries/ Departments i.e. <u>ATN not submitted even for the first time</u>.

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- Uploading of PAC paras on Portal by Lok Sabha Secretariat (PAC Branch) for preparing ATR by respective Ministries/Departments i.e. <u>ATR not submitted</u> even for the first time.
- Uploading of provisional figures of expenditure in a Grant by Monitoring Cell/Appropriation Accounts Section, O/o CGA on Portal for preparing Explanatory Notes by respective Ministries/ Departments i.e. <u>EN not submitted even for the first time</u>
- Submission of Draft ATN/ATR/EN on line by Ministry/Department to audit for vetting i.e. <u>Draft stage</u>. The annexure which are necessary for supporting the Draft ATN/ATR/EN will be scanned and uploaded as attachment.
- Vetting of Draft ATN/ATR/EN on line by Audit i.e. either Audit will approve or return with observation (if not approved) i.e. <u>Returned</u>.
- Submission of revised ATN/ATR/EN on line to audit after incorporating comments by Ministry/Department i.e. <u>Revised</u>.
- ATN/ATR/EN Approved on line by Audit i.e. Approved.
- Final ATN/ATR/EN submitted on line by Ministry/Department i.e. Final.
- 7. Presently 02 Senior Programmer and 01 Programmer have been hired through NICSI empanelled firm for development and continuous maintenance support of APMS Portal.

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# Chapter-4

# Scope of Work

# A. Technical Scope of Work

The professional IT agency envisages a shall create a visually attractive interface for this web portal where different stake holders (Ministries/Departments, Comptroller and Auditor General of India, Monitoring Cell/Controller General of Accounts and Public Accounts Committee (PAC)/Lok Sabha Secretariat) can view and process the entire data base of paras in various categories and stage of the workflow where the paras are pending or approved/rejected with comments.

For this purpose, the scope of the work of the agency will include, but not limited to the following:

- i. Design and development of an online portal, which should be clutter free, engaging, user friendly, visually attractive, smooth and fast including easy navigation, options for search and support, ability to download selected data tables, pie charts, public sharable data etc. and compatible responsive to all digital platforms/devices (laptops, desktops, smart phones etc.)
- ii. The web-portal should have the following capabilities:
- a. Registration of various stakeholders & Aadhar based authentication.
- b. Integration with CAG website (<a href="http://www.cag.gov.in/">http://www.cag.gov.in/</a>) for direct uploading/capturing of the details of audit paras published in the CAG reports of current and previous years.
- c. Online preparation and submission of Draft/Revised/Final ATN/ATR/ EN in the prescribed format by Ministries/Departments and vetting comments thereon by Audit with required authentication through e-signature.
- d. Automatic generation of reminders/alerts to various stake holders via e-mail & SMS if the deadlines are not met.
- e. Setting up of Work Flow Mechanism & approval/rejection system (3 levels) for all 3 modules (i.e. CAG Paras, PAC Paras, Explanatory Notes) within Ministries/Departments & CAG with the provision for single level work flow as well as scanning and uploading facility (for uploading annexures) as available in the existing system.
- f. All major browser compatibility.
- g. Bilingual Content Management System (CMS) to be developed with dynamic Hindi font.

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- h. Search Engine optimization.
- i. ASP.NET and SQL Server RDBMS.
- j. Capability to source and manage feedback from the various stake holders.
- k. Admin(Monitoring Cell) will authorize one Nodal Officer in each Ministry/Department as well as Audit Field office to access the APMS portal. The Nodal Officer will have the power to further authorize more officials to access the APMS portal as per their requirement. This mechanism will help them to monitor the pendency of C&AG audit paras/PAC paras/ENs within the time schedule as recommended by the PAC.
- 1. Provision of reverting the ATN/ATR/EN from any stage even in the settled cases to its previous stage.
- m. Track status of ATN/ATR/EN at every stage of the processing cycle.
- n. MIS Module/Dashboard & Dynamic report generation as per requirement with the provision of downloading in PDF and Excel format for all stake holders.
- o. Final ATNs/ATRs/ENs digitally signed/Aadhar based Authenticated to be uploaded into the system by Ministries/Departments in English & Hindi versions.
- p. Import of old application data (all outstanding and settled C&AG Audit/PAC paras & Explanatory Notes) to the new application.
- q. To impart training to the officials of Ministries/Departments, O/o C&AG & Lok Sabha Secretariat.
- r. Undertaking Web Content/Database Management throughout the period of the assignment.
- s. Maintain and support the smooth functioning of the web portal throughout the assignment period.
- t. The web portal should support the broad functional specifications and features as mentioned in the scope of work.
- u. The Web portal should comply with the policies of the Government regarding safety, security etc. and obtain "Safe-To-Host" Certificate from CERT-in after security audit.
- v. The Agency will be responsible to host the web portal in NIC server.
- w. Smooth switchover from the existing monitoring system to new online version.
- iii. APMS Portal cycle flows in following stages as

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- Uploading of C&AG audit paras on Portal by O/o C&AG for preparing ATN by respective Ministries/ Departments i.e. <u>ATN not submitted even for the first time</u>.
  Uploading of PAC paras on Portal by Lok Sabha Secretariat (PAC Branch) for preparing ATR by respective Ministries/Departments i.e. <u>ATR not submitted</u> even for the first time.
- Uploading of provisional figures of expenditure in a Grant by Monitoring Cell/Appropriation Accounts Section, O/o CGA on Portal for preparing Explanatory Notes by respective Ministries/ Departments i.e. <u>EN not submitted even for the first time</u>
- Submission of Draft ATN/ATR/EN on line by Ministry/Department to audit for vetting i.e. <u>Draft stage</u>. The annexure which are necessary for supporting the Draft ATN/ATR/EN will be scanned and uploaded as attachment.
- Vetting of Draft ATN/ATR/EN on line by Audit i.e. either Audit will approve or return with observation (if not approved) i.e. <u>Returned</u>.
- Submission of revised ATN/ATR/EN on line to audit after incorporating comments by Ministry/Department i.e. Revised.
- ATN/ATR/EN Approved on line by Audit i.e. <u>Approved.</u>
- Final ATN/ATR/EN submitted on line by Ministry/Department i.e. Final.

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# **CHAPTER-5**

# FIRM/AGENCY'S ORGANIZATION AND EXPERIENCE

# A -Firm's Organization

[Provide here a brief description of the background and organization of your firm/entity and each associate for this Assignment/job]. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc. Also if the firm has formed consortium, details of each of the member of the consortium, name of lead members etc. shall be provided]

# B - Firm's Experience

[Using the format below, provide information on each Assignment/job for which your firm, and each partner in the case of consortium or joint venture, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out the Assignment/job similar to the ones requested under this Assignment/job and RFP. In case of consortium, association of firm, the firm must furnish the following information for each of the consortium member separately]

#### 1. Firm's name:

1	Assignment/job name( of the similar nature as required in this RFP)
1.1	Description of Project
1.2	Approx. value of the contract (in Rupees):
1.3	Country:
1.4	Location within country:
1.5	Duration of Assignment/job (months):
1.6	Name of Employer/Client:
1.7	Address:
1.8	Total No of staff-months of the Assignment/job:
1.9	Approx. value of the Assignment/job provided by your firm under the contract (in Rupees):
1.10	Start date (month/year):
1.11	Completion date (month/year):
1.12	Name of associated Consultants, if any:
1.13	No of professional staff-months provided by associated Consultants:

1.14	Name of senior professional staff of your firm involved and functions performed.	
1.15	Description of actual Assignment/job provided by your staff within the Assignment/job:	

Note: Please provide documentary evidence from the client, i.e. copy of work order, contract for each of above mentioned assignment. The experience may not be considered for evaluation if such requisite support documents are not provided with the proposal.

# LETTER OF PROPOSAL SUBMISSION

Location, Date]

To

Dear Sir/Madam

We, the undersigned, offer to enhance/upgrade the APMS Portal to online application and continuation maintenance support of existing APMS Portal till online application is completely implemented and in accordance with your Request for Proposal dated ------and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope and requisite EMD and bid processing fees.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated firm, in case of consortium or joint venture]

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in II Data Sheet, we undertake to negotiate. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory: Name of Firm: Address:

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#### FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To

The Sr. Accounts Officer (Admin) Office of CGA Mahalekha Niyantrak Bhawan INA, New Delhi-110023

Dear Sir/Madam:

We, the undersigned, offer to enhance/upgrade the APMS Portal to online application and continuation maintenance support of existing APMS Portal till online application is completely implemented and in accordance with your Request for Proposal dated [*Insert Date*] and our Technical Proposal. Our attached Financial Proposal is for the sum:

S.No.	Amount in figures (Rs)	Amount in Words (Rs)

This amount is inclusive of the Domestic taxes & duties. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in the Part II, Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agents	:	
Amount (Rs.)	:	
Purpose of Commission/Gratuity	:	

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory: Name of Firm: Address:

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# **SUMMARY OF COSTS/FINANCIAL PROPOSAL**

S.No.	Name of Work/ Designation of Resource	No. of Resources	Amount in Rs.
1	Development Cost		
(i)	Project Manager		
(ii)	Solution Architect		
(iii)	UI Designer		
(iv)	Data Base Analyst		
(v)	Developer		
(vi)	Tester	1/4	
(vii)			
(viii)			
(ix)			
(x)			
(xi)			
	Total		
II	Security Audit Cost		
Ш	Continuation maintenance support	rt of online application	after completion of
	development work		
(i)	Sr.Programmer		
(ii)	Programmer		
	Total		
IV	Continuation maintenance support of fully made operational. At least, thre maintaining of all the three modules module) in the existing APMS Portal.	ee (03) Sr.Programmer/Prog	grammer are required for
(i)	Sr.Programmer		
(ii)	Programmer		
	Total		
(V)	Taxes, if any		
	,		
	Grand Total (I,II,III,IV&V)		

Note: The cost/charges mentioned here shall be firm and include the total cost of providing the services, including all applicable duties & taxes.

Authorized Signature

Name:

Designation

Name of firm;

Address