

**[DRAFT RFQ TEMPLATE]**

**2021**

RFQ No. ....

Request for Quotation (RFQ)

for

Selection of an Agency for Configuration, Development & Implementation

of

Standardized Website of .....

under <department Name>

Under the Standardized Website Framework (SWF) for Govt. of Assam Websites

*Issued by:* .....

Name of the Organisation

Affix Rs. 8.25 Stamp fees

**Important Information**

Sl no	Description	Details
1	Issuing Authority of the Bid and Address	
2	Nodal officer of the bid	
3	Date of Issue/publication	Date-
4	Last date of submission of pre-bid queries	Date-                      upto..... hours
5	Pre-bid meeting	Date-                      time-..... hours
6	Date of the submission of the proposal	Date-                      upto..... hours
7	Date of opening of the Financial bid	Date-                      time..... hours
8	Address for submission of the bid.	
9	Earnest Money Deposit (EMD)	Rs. 10,000/- in the form of Bank FD or the like pledged in favour of -----

## 2. Introduction:

Websites play a crucial role in Information and Service delivery to the public and in bringing transparency and openness in governance. Good websites contribute to enhancing the image of the Government. The Government of Assam initiated a project named 'e-Prastuti' to enable Standardization of all Government Websites. It is basically to establish a unified and uniform face of the websites across all departments of the Government of Assam. Standard compliance makes it easier for people from all walks to use the Web with the same level of ease and consistency. A Standard Website Framework (SWF) for the Government of Assam Websites has been established to address the common functional and technical requirement of department websites at the framework level.

The objective of the SWF is that all Government Websites should be configured under this framework. It has been implemented in Websites of various departments and its constituent organisations and also in districts. SWF will ensure that websites are developed around the Guidelines for Indian Government Websites (GIGW) and Principles guidelines prescribed by the Government of Assam (ref: chapter-4 of ePrastuti Handbook available at <http://eprastuti.assam.gov.in>). The Standard Website framework for Government of Assam will be based on Open Standard technologies and will include the Portal, Design templates and Common set of services.

## 3. Eligibility to Participate

The NIT is opened to the three (3) nos. of agencies, empanelled by Secretariat Administration Department, Government of Assam, vide notification no: **S(E)84/2018/304**, dated 4<sup>th</sup> October, 2019. These three (3) nos. of agencies have been empanelled by the Secretariat Administration Department vide RFQ no **S(E)84/2018/220** dated 4<sup>th</sup> July, 2019, which will be the integral part of the bid too.

## 4. Scope of Work

### 4.1 Configuration, Design & Development of the following websites:

The Agency needs to configure the website(s) as per the SWF, design the images & inner pages, write & upload contents for the following websites.

SI. No	Department/ District/ Organization	Details of already existing Websites (if any)
1		
2		

The agency shall ensure that the Configuration of the Website of the Department (including its constituent Organisations) / Districts shall be based on the **Standardised Website Framework** (SWF) and must be compliant to Guidelines for Indian Government Websites (GIGW) and WCAG 2.0 (Level A and Level AA).

### 4.2 Content Identification and Grouping:

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The following steps shall be completed by the Department (including its constituent Organisations) and Districts under the guidance of the WDC/ Agency for Content Identification and Grouping.

SI No.	Work Title	Description
1	Content Identification for the websites	The Organisation will arrange workshops to be conducted by Agency for identification of content for the website. Refer “ePrastuti Handbook Tool kit 2 ” (Ref: <a href="http://eprastuti.assam.gov.in">http://eprastuti.assam.gov.in</a> )
2	Content Grouping	The Organisation will arrange workshops to be conducted by Agency for grouping of contents for the website. Refer “ePrastuti Handbook Tool kit 2” (Ref: <a href="http://eprastuti.assam.gov.in">http://eprastuti.assam.gov.in</a> ) for detail guidelines.
3	Content Verification	All Content to be verified for accuracy, correctness and reliability.
4	Content Availability	The content identified to be kept ready (Preferably soft copy).

### 4.3 Content Readiness for Website

The content identified at #4.2 needs to be converted to proper format by the Agency for uploading in the website.

SI No	Work Title	Description	Responsibility
1	Content Writing	The Content at 4.2 has to be made ready for the Website by <b>Professional Content Writers:</b> <ul style="list-style-type: none"><li>• Content has to be written following the best practices of website authoring.</li><li>• Quality &amp; correctness of Content to be ensured.</li></ul>	Agency
2	Multi-lingual content/or Bi-lingual*	Content identified above (4.3 #1) has to be converted to Bi-lingual format.*	Agency
3	Developed disabled friendly contents	All scanned pdf file, audio file, video file should have alternate disabled friendly versions of the same.**	Agency

\* Website should be bi-lingual which is Mandatory (Assamese and English for all websites except 3 Barak valley districts, i.e Cachar, Karimganj and Hailakandi. In these 3 Barak valley districts the content will be in English and Bangali language.)

## Name of the Organisation

- \*\* 1. Each scanned PDF files should also have corresponding alternate pdf files which is readable by the TextToVoice Converter software.
- 2. Each Audio file should also have the corresponding text files of the audio for each language of the website
- 3. Each Video file should have the corresponding following files:
  - i) Video files with caption for each language of the website
  - ii) Text files with the video description for each language of the website

#### 4.4 Website Configuration:

The Agency will configure the websites for Department / District using SWF (Standard themes, layouts and templates etc.). The websites instances in SWF will be provided by the WDC. Below are the detailed tasks to be performed for Website configuration.

SI No	Work Title	Description	Responsibility
1	Initial Configuration	The Homepage of the website instances for the Department / District have to be configured using SWF in consultation with the concerned organisation.	Agency + Department
2	Design of Website Home page and Inner Pages conforming to the SWF Standard template	<ul style="list-style-type: none"> <li>• Designing images for Home Page Portlets, sliders, etc.</li> <li>• Configuration for Menus in the Homepage</li> <li>• Inner Pages for contents</li> </ul> (All of the above to be based on SWF )	Agency

#### 4.5 Content Uploading:

Below are the detailed tasks to be performed for uploading the content (identified at# 4.3) into the website.

SI No	Work Title	Description	Responsibility
1	Content uploading on the Website	The content made ready at 4.3 to be uploaded by the Agency	Agency
2	Multi-lingual/Bi-Lingual	Website Content to be made bi-lingual and upload into the website.	Agency

#### 4.6 Quality Assurance:

Below tasks are required to be performed to ensure the quality of the website.

SI No.	Work Title	Description	Responsibility
1	Content Verification	All content uploaded on the website to be checked and ascertained for accuracy, quality and correctness.	Deptt.
2	Conformance to Standard Website guidelines	Ensure that website conforms to the following guidelines: <ul style="list-style-type: none"> <li>• SWF</li> <li>• Guidelines for Government of India Websites (GIGW)</li> </ul>	Agency

Name of the Organisation

		<ul style="list-style-type: none"> <li>Level A and Level AA guidelines of WCAG 2.0.</li> </ul>	
3	Quality Assurance	To ensure the quality of the websites, all links and functionalities of the website are to be tested.	Agency

**4.7 Website Hosting:**

Following tasks need to be performed for web-hosting and Test execution.

SI No.	Work Title	Description	Responsibility
1	Providing temporary domain for the websites	Temporary domain be provided by the selected Agency for hosting the website instance.	Agency
2	Deployment of website instance on Staging server provided by the Government	The website instance to be hosted in staging server using temporary domain for development of the website and User Acceptance and Testing (UAT).	WDC
3	UAT	User Acceptance Testing (UAT) to be performed in staging server.	Deptt.
4	Deployment of websites on Production server	The Websites to be hosted on the production server after UAT.	WDC
5	Testing on Production Server & Final Signoff	Sign-off to be provided on successful execution.	Agency + Deptt. + WDC

**4.8 Exit Management:**

Following tasks need to be performed by the Agency for Exit Management.

SI No.	Work Title	Description	Responsibility
1	Capability building of department Content Managers, Master Trainers and Website Administrators	Content Managers, Master Trainers and Site Administrators should be fully trained for the followings: <ul style="list-style-type: none"> <li>Site Administration: User and Role Management, Site Configuration</li> <li>Content Management</li> </ul>	Agency
2	Preparation of Technical Documents and User	All technical documents including user manual need to be submitted to the Department.	Agency



## Name of the Organisation

	Manual		
3	Final Sign-off	The final sign-off shall be provided by the Department/ District followed by WDC.	Deptt. + WDC

### 5. Key Deliverables:

Few Indicative deliverables are mentioned below:

- a. Document specifying the Compliance to SWF and prescribed guidelines
- b. Training Plan
- c. User Manual / Guide/ Technical Documents
- d. Project related executables (if any)

### 6. Penalties

a. The selected vendor shall render the services strictly adhering to the time schedules by **<Organisation Name>** in the Work order.

i) Any un-excused delay by the vendor, in the performance of its obligations, shall attract Penalty at the rate of 1.5% of the total value of the work order per week of delay for each milestone subject to a maximum of 7.5% of the work order value.

ii) Beyond five weeks of delay in meeting any of the project milestones, **<Organisation Name>** shall have the option of getting the work done through alternate sources at the cost and risk of the defaulting vendor.

b. For three consecutive default for different milestones in the discharge of service obligations, **<Organisation Name>** would be free to forfeit the defaulting vendor's security deposit, revocation of bank guarantees (including the ones submitted for other Work Orders) and/or termination of the Contract for default.

c. If at any time during performance of the work order, the vendor encounter conditions impeding timely performance of the ordered services, the vendor shall promptly notify in writing of the fact of the delay, its likely duration and its cause(s).

### 7. Bidding Instructions (Information and Instructions to Bidders)

#### 7.1. Mode of circulation of the bid document:

This commercial proposal or this bid document to the empanelled bidders will be sent through the designated email only.

#### 7.2. Completeness of Response:

## Name of the Organisation

- a. Bidders are advised to study all instructions, forms, terms, requirements and other information in this commercial proposal document carefully and also to refer to the NIT no. **IT.70/2015(A)/8** dated **31/10/2015** in which they have participated for technical empanelment. Submission of the bid shall be deemed to have been done after careful study and examination of the RFQ document with full understanding of its implications.
- b. The response to this commercial proposal should be full and complete in all respects. Failure to furnish all information required in the bid document or submission of a proposal not substantially responsive to the requirement stipulated in every respect will be at the bidder's risk and may result in rejection of his proposal.
- c. The **<Organisation Name>** may, to its discretion, request for clarification from the bidder based on any information contained in the submitted commercial proposal.

### 7.3. Proposal Preparation Costs & related issues

- a. The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, providing any additional information required by **<Organisation Name>** to facilitate the evaluation process by the evaluation committee.
- b. The **<Organisation Name>** shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- c. This RFQ does not commit **<Organisation Name>** to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this RFQ.
- d. All materials submitted by the bidder will become the property of **<Organisation Name>** and may be returned completely/partially at its sole discretion.

### 7.4. Pre-Bid Meeting

- a. The **<Organisation Name>** shall hold a pre-bid meeting with the prospective bidders, if required at its office premise.
- b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to the nodal officer notified in the datasheet by email on or before the deadline mentioned in the data sheet.
- c. The queries should necessarily be submitted in the following format:

Sl. No.	RFQ document Reference(s) (Section & Page Number(s))	Content of RFQ requiring Clarification(s)	Points of clarification
1.			
2.			
3.			

## Name of the Organisation

Sl. No.	RFQ document Reference(s) (Section & Page Number(s))	Content of RFQ requiring Clarification(s)	Points of clarification
n.			

### 7.5. Responses to Pre-Bid Queries and Issue of Corrigendum

- a. The Nodal Officer shall endeavour to provide timely response to all queries. However, issuer of the bid makes no representation or warranty as to the completeness or accuracy of any response made in good faith.
- b. At any time prior to the last date for receipt of bids, issuer of the bid may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid document by a corrigendum.
- c. The Corrigendum (if any) & clarifications to the queries from all bidders will be emailed to all participants of the pre-bid meeting.
- d. Any such corrigendum shall be deemed to be incorporated into this bid document

### 7.6. Right to Terminate the Bid Process

- a. The <Organisation Name> may terminate the RFQ process at any time and without assigning any reason. <Organisation Name> makes no commitments, expression or implied that this process will result in a business transaction with anyone.
- b. This RFQ does not constitute an offer and final selection shall depend on the understanding of scope of the work and financial proposals submitted by the bidders as evaluated by the <Organisation Name>, Government of Assam.

### 7.7. Submission of Responses

- a. The bidders should submit their responses as per the format given in this document in a Single envelop only in the following manner:
  - Commercial Proposal – (1 Original + 1 copy + 1 CD), 1 undertaking by bidders along with all the other stipulated formats given in the Annexure/forms etc.
- b. The Response to the Financial Proposal as mentioned above should be covered in a single sealed envelope super-scribing “**Commercial Proposal for Selection of Agency for Design, Development and Implementation of Websites for <Organisation Name> & its Sub-organizations for Government of Assam based on the Standardised Website framework (SWF)**”. Copy of the bid should also be marked as "Original" OR "Copy" as the case may be.
- c. Please Note that all the formats given, has to be duly filled up submitted in the bid failing which the bid submitted shall be summarily rejected.

d. The outer envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".

e. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the bid.

f. The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initiated by the person (or persons) who sign(s) the proposals.

g. All pages of the bid including the duplicate copies, shall be initiated and stamped by the authorized person or persons who sign the bid. In case of any discrepancy observed by <Organisation Name> in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others. Bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.

#### **7.8. Authentication of bids**

A Proposal should be accompanied by a power-of-attorney/board resolution in the name of the signatory of the Proposal submitted in response to this bid document.

#### **7.9. Bid Submission Format**

The entire proposal shall be strictly as per the format specified in this document and any deviation may result in the rejection of the proposal.

#### **7.10. Bid validity**

The offer submitted by the bidder should be valid for minimum period of 180 days from the date of bid opening. The same may be extended if required with consent of both the parties.

#### **7.11. Bid Content**

The bidders will submit their response to the bid document containing the following sections:

- Cover letter, signed by an authorized signatory (Form 1)
- About the bidder
- Commercial quote for the project

#### **7.12. Venue and Deadline for Submission**

a. Proposals must be received at the address specified below latest by date and time mentioned in the Data sheet placed at the start of this document:

<Name of HOD>,  
<Designation>  
<Organisation Name>  
Email :- .....  
Phone :- .....

- b. Any proposal received by the <Organisation Name> or issuer of the bid after the submission deadline shall be rejected and returned unopened to the Bidder.
- c. The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- d. The <Organisation Name> shall not be responsible for any postal delay or non-receipt/non-delivery of the documents. No further correspondence on the subject will be entertained.
- e. The <Organisation Name> reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-a-vis urgent commitments.

### 7.13. Bid Evaluation Process

- a. A single stage evaluation process will be followed based on the examination of financial proposal submitted by the bidders.
- b. The bidder with lowest qualifying financial bid (L1) will be invited first for contractual discussion.
- c. The <Organisation Name> shall constitute a Bid Evaluation Committee to evaluate the responses of the bidders
- d. The Bid Evaluation Committee shall evaluate the bid as per the standard bid evaluation process. Inability of the bidders to submit requisite supporting documents or documentary evidence, may lead to rejection of the RFQ Proposal.
- e. Each of the responses shall be evaluated to validate compliance of the bidders.
- f. The decision of the Evaluation Committee in the evaluation of responses to the RFQ shall be final. No correspondence in this regard will be entertained.
- g. The Bid Evaluation Committee reserves the right to reject any or all proposals and decision of the evaluation committee shall be final in all respect.

**7.14. Sub-Contracting of the works:** Sub-contracting shall not be allowed for developing the website. This is to be noted that for all purposes of the project, <Organisation Name> shall communicate with the lead bidder only and all liabilities have to be borne by them.

### 8. Terms and Conditions of selection:

**8.1 Validity of Bid:** Bid submitted by the bidders including the quoted price shall remain valid for a period of 180 (one hundred and eighty) days from the date of bid opening. The <Organisation Name>

may solicit the bidders consent to an extension of bid validity beyond the mentioned time period but without the modification in the proposal.

**8.2. Clarifications to RFQ:** During evaluation, <Organisation Name> may, at its discretion, ask bidders for clarifications and the bidders are required to respond within the time frame prescribed by <Organisation Name> during release of clarifications.

**8.3. Amendments in RFQ:** At any time prior to deadline for submission of the bid, <Organisation Name> may for any reason, modify the RFQ. The prospective bidders shall be informed by notified channel and such amendments shall be binding on them.

**8.4.a. Late Submission**

- No bid will be received after expiry of the response deadline whatsoever may be the reason.

**8.4.b. Disqualification-** The Assam Infrastructure Financing Authority may at its sole discretion and at any time during the evaluation of bid disqualify any bidder, if the bidder has:

- Made misleading or false representations in the forms, statements and attachments submitted in proof of the pre-qualification requirements.
- Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the last three years.
- Submitted a proposal in response to this bid that is not accompanied by required documentation or is non-responsive/ incomplete.

**8.5. Confidentiality:** Information relating to the examination, clarifications and comparison of the proposal shall not be disclosed to any bidders or any other persons not officially concerned with such process. The undue use by any bidder of confidential information related to the process may result in rejection of its proposal.

**8.6. Force Majeure :** No failure or delay or omission by either party to fulfil any of its obligations under shortlist contract (other than the obligations to make payments when due) shall give rise to any claim against such party or be declared to be a breach of any terms and conditions defined in the shortlist contract if any to the extent such failure, delay or omission arises from the “Force Majeure” event not within the reasonable control and at the instance of such Party (each an event of “Force Majeure”). Events of Force Majeure shall be:

- a) Blockade, Revolution, Riot, Bombs, Religious strife or civil commotion;
- b) Strikes, lock-outs or other industrial action (other than those involving primarily Service Provider’s own employees or any of the contractors, sub-contractors, etc. directly associated with the provision of Services under this RFQ); Act of war (whether declared or undeclared), terrorist or military action, politically motivated sabotage;
- c) A decision or the order of a court or tribunal, which has the effect of restraining or delaying the provision of Services;
- d) Sub-contractors, sub-lessees or any other agencies of the affected Party or any of their respective employees, and not being due to Inherent defects of the affected facility of the failure to properly operate the affected facility; Fire, lightening, earthquake, cyclone, hurricane, whirlwind, flood, landslide or any such natural disaster.
- e) Any event or circumstance of the nature analogous to any of the above or any natural disaster.

## Name of the Organisation

Force Majeure is strictly subject to production of Certificate issued by the concerned Administration only.

**8.7. Non Waiver:** Waiver of any breach of the provision of, or any default under the shortlisting must be in writing and signed by the Party granting the waiver. No failure or delay on the part of either Party in exercising or any omission to exercise any right or remedy accusing to either Party under the shortlist contract shall be a waiver thereof, nor will any partial exercise of any right or remedy particular be a waiver of further exercise of that right or remedy.

**8.8. Amendment:** Terms and conditions as defined in the shortlisting process shall not be modified, added to or amended in any manner except by mutual agreements in writing of the Parties. All modifications, additions or amendments under the shortlist contract must be in writing and signed by an authorized representative of the Parties hereto to be effective and enforceable between the Parties.

**8.9. Arbitration:** All disputes, differences, claims and demands arising under the shortlist contract shall be referred to arbitration of a sole arbitrator to be appointed by mutual consent. All arbitration shall be held at Guwahati (Assam). If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be nominated by the Judicial Department, Government of Assam. The provisions of the Arbitration and Conciliation Act, 1996 shall be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof.

**8.10. Governing Laws:** Selection process shall be covered and construed in accordance with Laws of India including without limitation, the relevant Central and State Acts and Rules, Regulations and Notifications issued and amended there under from time to time. Courts at Guwahati shall have the jurisdiction in case of litigation between the parties.

**8.11. Third Party Claims:** Bidder (the "Indemnifying Party") undertakes to indemnify the client (the "Indemnified Party") from and against all losses, claims for damages including losses, claims for damages on account of bodily injury, death or damage to tangible assets etc.

**8.12. Limitation of Liability:** There shall be no limitation of liability in case of any damages for bodily injury (including death) and damage to real property and tangible personal property as also intangible personal property and intellectual property rights.

**8.13. Time duration of the project:** The entire project has to be completed including development, testing, deployment and training within the timeframe mentioned in section#9 of the RFQ.

**8.14. Performance bank Guarantees:** An amount of 10% of the total contract value has to be deposited as PBG for the work before the signing of the MSA.

**8.15. Signing of the agreement:** A Master Service Agreement (MSA) shall have to be signed by the selected bidder with the **<Organisation Name>**. The agreement shall contain the service level agreement and associated penalties clauses and same shall be finalized in mutual discussion between both the parties within the stipulated time from starting of the work. The bidder refusing to sign the agree-

## Name of the Organisation

ment within the stipulated time and completion of the formalities will be cancelled and the next eligible bidder shall be called for the discussion to finalise and start the work.

### 9. Project Time-lines

Sl. No.	Milestone	Time (in weeks)
1.	Issue of LOI	T
2.	Signing of the agreement	T+1
3.	Content Identification, Grouping of contents and Finalization & Approval of <Organisation Name>	T+3
4.	Website Configuration using SWF for <Organisation Name>.	T+2
5.	“Content Readiness for Website” which includes Content creation in Bi-lingual/Multilingual format	T+5
6.	Development of Disabled friendly versions of the scanned PDF, Audio and Video files	T+5
7.	Content Management which includes Content Upload including Bi-lingual/Multilingual content and disable friendly version of content.	T+5
8.	Quality Assurance of website including UAT.	T+6
9.	Exit Management which includes hand over of the User Manual and any other documents (if any), Training to Stakeholders & Final Sign off.	T+8
10.	Go-Live	T+8

### 10. Payment Terms

Sl. No.	Milestone	Amount in percentage of total project value
1	Configuration of websites for <Organisation Name> (including complete content upload and testing.	30%
2	UAT sign off, User Manual Preparation and Training completion	30%
3	Go-Live & Exit management (Deployment in production server and GIGW compliance)	40%
	<b>Total Amount</b>	<b>100%</b>



## 11. ANNEXURES

### 11.1. Format for Submitting Financial Proposal

FORM 1: COVERING LETTER

To:

<Name of HOD>

<Designation>

<Organisation Name>

<Address>

Subject: Submission of the Financial Bid for Configuration, Development & Implementation of Standardized Website of <Organisation Name> under < Department>, Government of Assam

Dear Sir,

We, the undersigned, offer to provide the Implementation services for Configuration, Development & Implementation of Standardized Website of <Organisation Name> under < Department>, Government of Assam in accordance with your RFQ No.....dated ..... issued by the <Organisation Name>. Our attached Financial Proposal is for the sum of <Amount in words and figures>. This amount is inclusive of the taxes, duties, levies applicable as per the prevailing state and central Acts and rules.

#### 1. PRICE AND VALIDITY

- All the prices mentioned in our submitted financial bid are in accordance with the terms as specified in the bid documents. All the prices and other terms and conditions of this Bid are valid for a period of 180 days calendar days from the date of opening of the Bid.
- We hereby confirm that our prices include all taxes. However, all the taxes are quoted separately under relevant sections.
- We understand that the actual payment would be made as per the existing indirect tax rates during the time of payment.

2. **UNIT RATES:** We have indicated in the relevant forms enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to/ decrease from the scope of work under the contract.

3. **DEVIATIONS:** We declare that all the services shall be performed strictly in accordance with the Tender documents except for the variations and deviations, all of which have been detailed out exhaustively in the following statement, irrespective of whatever has been stated to the contrary anywhere else in our bid. Further we agree that additional conditions, if any, found in the Tender documents, other than those stated in deviation schedule, shall not be given effect to.

4. **TENDER PRICING:** We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

#### 5. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

Name of the Organisation

6. **BID PRICE:** We declare that our Bid Price is for the entire scope of the work as specified in the relevant section of the Bid document. These prices are indicated Commercial Bid attached with our proposal as part of the RFQ.
7. **PERFORMANCE BANK GUARANTEE:** We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in the <Annexure III> of this bid document within the stipulated time by the <Organisation Name>. Our Financial/Commercial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.
8. We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge and belief.
9. We understand that our proposal is binding on us and that you are not bound to accept the proposal submitted by us which you have received.

Thanking you,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

**11. 1 a) Format for submission of Financial Proposal**

**The financial proposal should be in the format provided below (along with details of financial bid). Bid is liable to be rejected if not provided as per the format mentioned below:**

**Form 1A:**

Sl. No.	Item	Total Price	Taxes (wherever applicable)	Total cost (total price + taxes)
1	Websites configuration and development using SWF, content uploading and training			

**Total cost in figures:**

*Note: Please note, this total value would be used for financial bid evaluation*

**Form 1B: Details of Financial Bid**

Sl. No	Component	No of man days (X)	Unit Rate (per man day) (Y)	Total Cost ( = X*Y)
1.	Content Readiness which includes professional content writing and conversion to multilingual format and development of disabled friendly version of the contents. *			
2.	Website configuration using SWF for <Organisation Name>			
3.	Content Management which includes: Content Upload, (including Multilingual contents into the website)			
4.	Quality Assurance of website which includes testing of all links and functionalities of the websites.			
5.	User manual preparation and training to Content Managers, Master Trainers and Website Administrators.			

**Total Cost:**

**Total Cost in words:**

\*Note for the Bidders: While making the quote for content writer & uploader, bidder needs to have the cognizance of the volume of the content.

## 11.2. Annexure 1 – Format for Understanding the scope of works

The bidders are expected to respond to the RFQ using the forms given in this section and all documents supporting their overall proposal which will comprises of the following details.

### **Formats/ Forms to be used in for submission of the proposal**

Form 2: Undertaking on Total Responsibility

Form 3: Particulars of the Bidder

Form 4: Letter of Proposal

Form 5: Team Composition

Form 6: Curriculum Vitae (CV) of Key Personnel

Form 7: Deviations

Form 8: Undertaking on Patent Rights

Form 9: Undertaking on Deliverables

Form 11: Undertaking on Exit Management and Transition

**Form 2: Undertaking on Total Responsibility**

No.

Date:

To:

<Location, Date>

<Name of HOD>

<Designation>

<Organisation Name>

<Address>

Dear Sir,

**Sub: Self certificate regarding total end to end responsibility**

This is to certify that we hereby declare to undertake total end to end responsibility for the successful and defect free operation of the proposed Project solution within the stipulated time, as per the requirements of the RFQ for Selection of Agency for Design, Development and Implementation of Website for <Organisation Name> for Government of Assam.

The Government of Assam reserves the right to discontinue/terminate our services if we fail to meet the required deliverables on time at any point of the project duration.

Thanking you,

Yours faithfully

(Signature of the Authorized signatory of the Bidding Organisation)

Name :

Designation :

Date :

Time :

Seal :

Business Address:

**Form 3: Particulars of the Bidder**

SI No.	Information Sought	Details to be Furnished
A	Name and address of the bidding Company	
B	Incorporation status of the firm (public limited / private limited, etc.)	
C	Year of Establishment	
D	Date of registration	
E	ROC Reference No.	
G	Details of registration with appropriate authorities for i) Service tax no: ii) PAN no:	
H	Name, Address, email, Phone nos. and Mobile Number of I) CEO or Managing Director ii) COO or next contact person iii) Project in Charge for this project	

**Form 4: Letter of Proposal**

To:

<Location, Date>  
<Name of HOD>  
<Designation>  
<Organisation Name>  
<Address>

**Subject:** Submission of the detail proposal <Name of the assignment>

Dear Sir,

We, the undersigned, offer to provide Configuration, Development & Implementation of Standardized Website of <Organisation Name> under <Department>, Government of Assam\_and solutions to the <Organisation Name>, Govt. of Assam on Configuration, Development & Implementation of Standardized Website of <Organisation Name> under <Department>, Government of Assam\_with your RFQ No..... dated ..... and our Proposal. We are hereby submitting our Proposal, which includes the detailed information sought as per the RFQ and the Financial Bid sealed in a separate envelope.

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

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in data Sheet.

We agree to abide by all the terms and conditions of the RFQ document. We would hold the terms of our bid valid for 180 days as stipulated in the RFQ document.

We hereby declare that we are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing.

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

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_

**Form 5: Team Composition for the project**

(Team members quoted in the bid must have minimum of 3+ years of work experience with relevant qualification)

Name of Staff with qualification and experience	Area of Expertise	Position Assigned	Task Assigned	Time committed for the engagement

**Form 6: Curriculum Vitae (CV) of Key Personnel**

<b>General Information</b>	
Name of the person	
Current Designation / Job Title	
Current job responsibilities	
Proposed Role in the Project	
Academic Qualifications: <ul style="list-style-type: none"> <li>• Degree</li> <li>• Specialization (if any)</li> </ul>	
Professional Certifications (if any)	
Total number of years of experience	
Number of years with the current company	
Number of complete life cycle implementations carried out	
Past assignment details (For each assignment provide details regarding name of organizations worked for, designation, responsibilities, tenure) Please provide only relevant projects.	
Proficient in languages (Against each language listed indicate if speak/read/write)	

**Form 7: Deviations**

**[This section should contain any assumption on areas which have not been provided in the RFQ OR any changes to the existing provisions of the RFQ]**

**On the Scope of works**

*[Suggest and justify here any modifications or improvement to the Scope of Work you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]*



**Form 8: Undertaking on Patent Rights**

No.

Date:

To:

<Location, Date>

<Name of HOD>

<Designation>

<Organisation Name>

<Address>

**Sub: Undertaking on Patent Rights**

Dear Sir,

1. I/We as implementing agency do hereby undertake that none of the deliverables being provided by us is infringing on any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence.

2. I/We also confirm that there shall be no infringement of any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence, in respect of the equipments, systems or any part thereof to be supplied by us. We shall indemnify <Organisation Name>, Govt. of Assam against all cost/claims/legal claims/liabilities arising from third party claim in this regard at any time on account of the infringement or unauthorized use of patent or intellectual and industrial property rights of any such parties, whether such claims arise in respect of manufacture or use. Without prejudice to the aforesaid indemnity, the SI shall be responsible for the completion of the supplies including spares and uninterrupted use of the equipment and/or system or any part thereof to <Organisation Name>, Govt. of Assam and persons authorized by <Organisation Name>, Govt. of Assam, irrespective of the fact of claims of infringement of any or all the rights mentioned above.

3. If it is found that it does infringe on patent rights, I/We absolve <Organisation Name>, Govt. of Assam of any legal action.

Yours faithfully,

(Signature of the Authorized signatory of the Bidding Organisation)

Name :

Designation :

Date :

Seal :

Business Address:

**Form 9: Undertaking on Deliverables**

No.

Date:

To:

<Location, Date>

<Name of HOD>

<Designation>

<Organisation Name>

<Address>

**Sub: Undertaking on Deliverables**

Dear Sir,

1. I/We as implementing agency do hereby undertake that all deliverables submitted to <Organisation Name>, Govt. of Assam will adhere to the quality and standards specified in this RFQ.
2. We also recognize and undertake that the all deliverables shall be presented and explained to <Organisation Name>, Govt. of Assam and other key stakeholders (identified by <Organisation Name>, Govt. of Assam, and also take the responsibility to provide clarifications as requested by <Organisation Name>, Govt. of Assam
3. We agree to abide by the procedures laid down for acceptance and review of all deliverables by the <Organisation Name>, Govt. of Assam as stated in this RFQ or as communicated to us from time-to-time.
4. We also understand that the acceptance, approval and sign-off of the supplies by <Organisation Name>, Govt. of Assam will be done on the advice of <Organisation Name>, Govt. of Assam and any other agency appointed by <Organisation Name>, Govt. of Assam for the same. We understand that while all efforts shall be made to accept and convey the acceptance of each deliverable in accordance with the Project schedule, no deliverable will be considered accepted until a specific written communication to that effect is made by <Organisation Name>, Govt. of Assam.

Yours faithfully,

(Signature of the Authorized signatory of the Bidding Organisation)

Name :

Designation :

Date :

Seal :

Business Address:

**Form 11: Undertaking on Exit Management and Transition**

No.

Date:

To:

<Location, Date>

<Name of HOD>

<Designation>

<Organisation Name>

<Address>

**Sub: Undertaking on Exit Management and Transition**

Dear Sir,

1. I/We hereby undertake that at the time of completion of our engagement with the Department, either at the End of Contract or termination of Contract before planned Contract Period for any reason, we shall successfully carry out the exit management and transition of this Project to the <Organisation Name>, Govt. of Assam or to an agency identified by <Organisation Name>, Govt. of Assam to the satisfaction of <Organisation Name>, Govt. of Assam. I/We further undertake to complete the following as part of the Exit management and transition:
  - a. We undertake to complete the updation of all Project documents, source code etc. and handover the same to <Organisation Name>, Govt. of Assam before transition.
  - b. We undertake to design standard operating procedures to manage IT system, document the same and train <Organisation Name>, Govt. of Assam personnel on the same.
  - c. If <Organisation Name>, Govt. of Assam decides to take over the operations and maintenance of the Project on its own or identifies or selects any other agency for providing operations & maintenance services on this Project, then we shall provide necessary handholding and transition support, which shall include but not be limited to, conducting detailed walkthrough and demonstrations for the IT Infrastructure, handing over all relevant documentation, addressing the queries/clarifications of the new agency with respect to the working/performance levels of the infrastructure, conducting Training sessions etc.
3. I/We also understand that the Exit management and transition will be considered complete on the basis of approval from <Organisation Name>, Govt. of Assam.

Yours faithfully,

(Signature of the Authorized signatory of the Bidding Organisation)

Name :

Designation :

Date :

Time :

Seal :

Business Address:

**\*\* Note: The Bidder shall provide a valid copy of 'Power of Attorney' holder appointed through the board resolution of the company authorizing him/her for signing this Bid on behalf of the Company. All pages of the bid have to be signed and sealed duly by the authorized signatory failing which bid shall be rejected.**

**Annexure 2: Special Power Of Attorney**

## Name of the Organisation

**Note:** A standard document by bidder firm authorizing the person signing the proposal documents on behalf of the bidder firm will also be acceptable.

Know all me by these presents that we <Name of Company> incorporated in India under the Companies Act, 1956 and having its registered office at <Registered Office Address> (India) (Hereinafter called the "Company") DOTH hereby nominate, constitute and appoint <Name of person in whose favour authority is being made under the attorney>, <Designation of the person>, s/o / d/o <Father's name of the person>, to be true and lawful attorney in fact and at law of the Company for and in the name and on behalf of the Company, to do, execute and perform all or any of the following acts, deeds, matters and things namely:-

1. To appear for and represent the Company to all intents and purposes in connection with the matters pertaining to signing and submission of RFQ No. ----- for "Selection of Agency for Design, Development and Implementation of Website for <Organisation Name> for Government of Assam" and all affairs ancillary or incidental thereto.

2. AND the Company hereby agree that all acts, deeds and things lawfully done by the said attorney shall be construed as acts, deeds and things done by the Company itself on the above matter and the Company hereby undertakes to ratify and confirm all and whatever its attorney shall lawfully do or cause to be done for and on behalf of the Company by virtue of the powers hereby given.

3. In witness whereof <Name of person> authorized to execute the attorney on behalf of <Name of Company>, <Designation of the person> of the Company acting for and on behalf of the Company under the authority conferred by the <Reference of body/ notification/ authority orders like Board of Directors of the Company> in its <reference/ number/ meeting held on> dated <date of reference> has signed this Powerof attorney at <place> on this day of <day> <month>, <year>.

4. The signatures of <Name of person> in whose favour authority is being made under the attorney given below are hereby certified.

**<Signature, Name & Designation of person executing attorney and Name of company> WITNESS:**

**<Signature, Name & Designation of person executing attorney>**

**<Signature, Name & Designation of person in whose favour authority is being made under the attorney >**

**CERTIFIED:**

**<Signature, Name & Designation of person executing attorney and name of company>**

### **Annexure 3: Instructions for Furnishing Bank Guarantee**

(to be deposited by the selected bidder only)

1. The Bank Guarantee by the bidders will be given on non-judicial stamp paper as per stamp duty applicable at the place from where the purchase CONTRACT has been placed. The non-judicial stamp paper should be in name of the issuing bank.

Name of the Organisation

2. The expiry date should be arrived at by adding 60 days to the CONTRACT completion date unless otherwise specified in the bidding documents.
3. The Bank Guarantee by bidders will be given from Nationalized Scheduled Bank only.

**Annexure 4: Performa of Bank Guarantee towards Performance Security**  
**PERFORMANCE GUARANTEE**

Ref. No. \_\_\_\_\_ PBG No: \_\_\_\_\_  
Dated \_\_\_\_\_

To,

<Name of HOD>  
<Designation>  
<Organisation Name>  
<Address>

Dear Sir,

1. In consideration of <Organisation Name>, Govt. of Assam, after receipt of the Letter of Intent (LOI) dated \_\_\_\_\_ with M/s \_\_\_\_\_ having its registered/head office at \_\_\_\_\_ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees and <Organisation Name> having agreed that the CONTRACTOR shall furnish to <Organisation Name> a performance guarantee for <<10% contract value>> for the faithful performance of the entire CONTRACT.

2. We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head / registered office at \_\_\_\_\_ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any / all moneys to the extent of Indian Rs. <<10% contract value>> without any demur, reservation, contest or protest and / or without any reference to the CONTRACTOR. Any such demand made by <Organisation Name> on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and / or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by <Organisation Name> in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that <Organisation Name> at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that <Organisation Name> may have in relation to the CONTRACTOR's liabilities.

Name of the Organisation

4. The Bank further agrees that <Organisation Name> shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in <Organisation Name> against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of <Organisation Name> or any indulgence by <Organisation Name> to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of <Organisation Name> under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till <Organisation Name> discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of <Organisation Name> or that of the CONTRACTOR.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction Courts of India at Guwahati.
9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs. (in figures) \_\_\_\_\_ (Indian Rupees (in words) \_\_\_\_\_) and our guarantee shall remain in force until \_\_\_\_\_. (Indicate <Organisation Name> date of expiry of bank guarantee)

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of <Organisation Name> under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of <Organisation Name> under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this ..... day of 2019 at .....

WITNESS NO. 1

-----  
(Signature)  
Full name and official  
address (in legible letters)  
with Bank stamp

Attorney as per power of  
Attorney No.....

WITNESS NO. 2

-----

-----  
(Signature)  
Full name, designation and  
address (in legible letters)

Dated.....

Name of the Organisation

(Signature)

Full name and official

Address (in legible letters)