

**F.NO.06/02/2022-COMM
GOVERNMENT OF INDIA
NATIONAL INSTITUTION FOR TRANSFORMING INDIA
COMMUNICATION CELL**

RFQ-CUM-RFP FOR HIRING AN INTRANET DEVELOPMENT & MAINTENANCE AGENCY FOR NITI AAYOG	
Bid Start Date	04/12/2022
Bid End Date	27/12/2022
Bid Opening Date	28/12/2022
Bid Validity Period	75 Days
Earnest Money Deposit	Rs.3,50,000/-
Earnest Money Deposit Period	120 Days

F.No.06/02/2022-Comm
Government of India
National Institution for Transforming India
Communication Cell

NITI Bhawan, New Delhi
Dated: 04/12/2022

E-TENDER NOTICE

Subject: Invitation of Online Bids for hiring an Intranet Development & Maintenance agency for NITI Aayog.

Online bids in two covers (Technical and Financial) are invited from interested firms for hiring an Intranet Development & Maintenance Agency for NITI Aayog. Complete tender document has been downloaded from the GeM (<https://gem.gov.in>) and/or Official Website of NITI Aayog (<https://niti.gov.in/tenders>) with effect from 20/07/2022 at 09:00 AM.

2. Further information or any corrigendum in relation to this tender will be available on GeM and the Website of NITI Aayog only. The bidders may seek clarifications over Phone-23042567, 23042212 or through email at maps-niti@gov.in, on or before 09/12/2022.

3. The last date of submission of bids through GeM Portal Only is 27/12/2022 and the technical bids will be opened on 28/12/2022.

Sd/-
(Manisha Verma)
Under Secretary to the Govt. of India
Tel. No.011-23042479

DISCLAIMER

This Tender document is neither an agreement nor an offer by National Institution for Transforming India (NITI) Aayog, Government of India (hereinafter referred to as "NITI Aayog") to the prospective Applicants or any other person. The purpose of this Tender is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this Tender.

2. NITI Aayog does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this Tender document and it is not possible for NITI Aayog to consider particular needs of each party who reads or uses this document. This Tender includes statements which reflect various assumptions and assessments arrived at by NITI Aayog in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analysis and check the accuracy, reliability and completeness of the information provided in this Tender document and should obtain independent advice from appropriate sources.

3. NITI Aayog will not have any liability to any prospective Applicant/ Firm/ or any other person under any laws (including without limiting the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Tender document, any matter deemed to form part of this Tender document, the award of the Assignment, the information and any other information supplied by or on behalf of NITI Aayog or their employees, any Consulting Agency or otherwise arising in any way from the selection process for the Assignment. NITI Aayog will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements in this Tender.

4. NITI Aayog will not be responsible for any delay in receiving the proposals. The issue of this Tender does not imply that NITI Aayog is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the services and NITI Aayog reserves the right to accept/reject any or all of proposals submitted in response to Tender document at any stage without assigning any reasons whatsoever. NITI Aayog also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted Tender Application.

5. The information given is not exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. NITI Aayog accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

6. NITI Aayog reserves the right to change/ modify/ amend any or all provisions of this Tender document. Such revisions to the Tender / amended Tender will be made available on the website of NITI Aayog and GeM Portal.

SECTION 1: LETTER OF INVITATION

Sansad Marg, New Delhi

Date: 04/12/2022

The National Institution for Transforming India or NITI Aayog has been created to serve as the think tank of the Government of India. The institution plays a leadership role in policymaking in the central government, works closely with state governments, serves as a knowledge hub and monitors progress in the implementation of policies and programmes of the Government of India.

2. NITI Aayog aims at evolving a shared vision of national development with the active involvement of States. It fosters cooperative federalism through structured support and policy guidance to the states on a continuous basis. Also, NITI Aayog actively monitors and evaluates the implementation of programmes and initiatives, including the identification of needed resources so as to strengthen the prospects of success of the latter. The Aayog publishes policy research papers on contemporary issues, brings out books on best practices, prepares model laws to help states reform their policies and organizes workshops and conferences. For providing directional and policy inputs it serves as a repository of research on good governance and helps disseminate this research to stakeholders.

3. The objective is to seek the services of an agency which will Develop & Maintain the Intranet Portal for NITI Aayog for a period of 03 years. The contract of the agency may be extended further for a period of 02 years on yearly basis subject to satisfactory performance by the agency.

4. The official website for accessing the information related to this tender is: <https://niti.gov.in> and GeM Portal (GeM-<https://gem.gov.in>). Interested applicants are requested to submit their responses to the "Tender" at the address mentioned below on GeM Portal (GeM - <https://gem.gov.in>) on or before 26/12/2022. All clarifications/corrigenda related to this tender will be published only on the website of NITI AAYOG and CPPP.

Yours sincerely,
Adviser (Communication)
NITI Aayog

The submissions must be addressed to:

Adviser (Communication)
NITI Aayog, Sansad Marg,
New Delhi-110001

SECTION 2: INSTRUCTIONS TO THE BIDDERS

1. The Client (hereinafter called “NITI Aayog”) will select an Intranet Development & Maintenance Agency on the basis of evaluation by NITI Aayog through the selection process specified in this tender document.
2. The detailed scope of work is given at Section 3.
3. Applicants shall be deemed that bidders have read and understood the terms and conditions of the Tender Document and would abide by them. The bidders shall be deemed to agree that no explanation or justification for any aspect of the Selection Process will be given and NITI Aayog’s decisions are final without any right of appeal whatsoever. Submission of tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
4. The Applicants are invited to submit Pre-Qualification, Technical and Financial Proposals (collectively called —the Proposal) for the services required. The Applicants shall submit the Proposal in the form and manner specified in this tender document, in relevant sections herewith.
5. The Proposal will form the basis for grant of work order to the selected agency. The selected agency shall carry out the assignment in accordance with the Terms of Reference/Scope of work of this tender document (the —TOR) provided at Section 3.
6. NITI Aayog requires that the Applicants hold NITI Aayog’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The applicant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of NITI Aayog and the Project.
7. Applicants shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NITI Aayog or any other costs incurred in connection with or relating to its Proposal.
8. It is NITI Aayog’s policy to require that the Applicants observe highest standard of ethics during the Selection Process and execution/completion of work/assignment. In pursuance of this policy, the NITI Aayog:
 - i. will reject the Proposal for award if it determines that the Applicant has engaged in corrupt or fraudulent activities in competing for & in executing the work order in question;
 - ii. will declare an Applicant ineligible, either indefinitely or for a stated period of time, to be awarded any contract or work order if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for and in executing the work order.

9. Dispute Resolution: If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this tender, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall finally be settled by CEO, NITI AAYOG, whose decision shall be final and binding.
10. Tenure & Termination of Assignment: The contract of the Agency will first be hired for a period of three (03) years further extendable for 02 (Two) more years on yearly basis, subject to satisfactory performance by the agency and approval of the Competent Authority in NITI Aayog.
NITI Aayog will have the right to terminate the assignment by giving 30 (thirty) days written notice. In the event of termination for no fault of the Applicant, the NITI Aayog will reimburse all the expenses incurred by the Applicant (upon submission of proof) including closing-up of the project. If the assignment is terminated due to the fault of the Applicant or in case of termination of the assignment by the Applicant for reasons not attributable to the NITI Aayog, the NITI Aayog will forfeit the performance security of the Applicant.
11. The Applicant shall submit his proposal in **two covers** namely **Technical Proposal** and **Financial Proposal** respectively on Government-e-Marketplace (GeM) (<https://gem.gov.in>). The submissions for Pre-Qualification shall first be evaluated by the on the Minimum Evaluation Criteria specified in this tender document.
12. Subsequently, the prequalified firms will be invited for technical presentations in front of the duly constituted Tender Evaluation Committee (TEC). The date and time of presentations shall be intimated on the website of NITI Aayog and through email.
13. The TEC shall carry out the technical evaluation of the proposals and the technical presentations of the applicants. Based on the results of technical evaluation, a list of the technically qualified applicants shall be prepared in the order of their merit. The firms who score 70% or more marks in technical evaluation will be declared technically qualified and only their financial proposals will be opened.
14. Financial Evaluation: In this process, the financial proposal of the Agency declared technically qualified shall be opened by indicating the date and time set for opening of its Financial Proposal. The information of this date and time may be sent by registered letter or electronic mail or public notice.
15. Selection Procedure: The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the Applicant to be compensated and the liability to fulfil its obligations as per the Terms of Reference within the total quoted price shall be that of the Applicant. The applicant shall bear all taxes, duties, fees, levies and other charges other than

GST imposed under the Applicable Law as applicable on foreign and domestic inputs.

The agency shall be selected on Quality-cum-Cost-Based Selection (QCBS) method. The weightage of technical and financial scores shall be 70:30. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:

$$Sf = 100 \times Fm/F;$$

in which Sf is the financial score, Fm is the lowest Financial Proposal, and F is the Financial Proposal (in INR) under consideration. Proposals will finally be ranked in accordance with their combined Technical (St) and Financial (Sf) scores:

$$S = St \times Tw + Sf \times Fw;$$

where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that will be 0.70:0.30. The bidder scoring the highest combined score shall be declared as the successful bidder and will be issued the work order.

16. Minimum Eligibility Conditions:

- i. The Bidding Firm should be registered with the Income Tax Department and possess a valid PAN Card.
- ii. The Bidding Firm should be registered with the GST Department and possess a valid GST Registration Certificate.
- iii. The Bidding Firm should have an Operative Bank Account in its name in any of the Commercial Banks in India. Please attach a cancelled cheque.
- iv. The Bidding Firm should have a registered in Delhi/NCR.
- v. The Bidding Firm should not have been blacklisted by any Central Government Ministry/ Department including NITI Aayog. The undertaking to this effect must be attached with the Technical Bid.
- vi. No criminal case should be registered/ pending against any of the Owners/ Partners/ Directors of the Bidding Firm anywhere in India. The undertaking to this effect must be attached with the Technical Bid.
- vii. The Bidding Firm should be ISO Certified and the ISO Certificate must be attached with the Technical Bid.

17. Technical Evaluation: The Evaluation Committee appointed by the competent authority in NITI Aayog will carry out the evaluation based on the technical bid documents submitted and the technical presentation. The date and time of the presentation will be intimated in due course vide a Notice on the official website of NITI Aayog. Each evaluated Proposal will be given a technical score as detailed below:

Sl.No.	Evaluation Criteria	Maximum Marks	Supporting Document
1	Proposed Design (at least 3 design options for homepage and Inner Pages)	30	Design Document

	<p>Understanding of project: Proposed Design template(s) changes; Proposed functionalities changes; Proposed technical specifications changes; Proposed work flow structure for different elements in project scope</p> <p>Proposed CMS: Features and Functionalities: Proposed Administration Aspects; Proposed Security Aspects; Proposed Backup and Business Continuity</p> <p>New suggestions for the project New innovations Best Practices Other suggestions</p>		
2	<p>Average Annual Turnover of the firm in software development in the last 03 years</p> <p>Greater than 10 Crore – 20 Marks Between 05 and 10 Crore – 10 Marks Less than 05 Crore – 05 Marks</p>	20	ITRs of last 03 Years, Audited Balance Sheets and Certificate of Chartered Accountant.
3	<p>Work Experience with other Central/ State Government Ministries/ Departments/ PSU etc: Bidder Should have experience in development/maintenance of at least 05 government Websites/portals websites/portals in the last 05 Years in the technology specified in the scope of work.</p> <p>05 or more websites/portals– 20 Marks Less than 05 and more than 03 or more – 10 Marks Less than 03 websites – 05 Marks</p>	20	Copies of Previous Works Orders and/or work completion certificates
4	<p>Credentials of the design, development and Maintenance Team to be deployed for NITI:</p> <p>Experience of web designer Experience of Web Developer Experience of System Administrator Experience of the Server Administrator</p> <p>If average experience of the team in the fields of website design/development, system administration and server administration, as proposed for NITI > 10 Years – 20 Marks</p>	20	CV of the Team

	Average Experience of 05 or more Years and less than 10 years – 10 Marks Less than 05 Years – 05 Marks		
5	Agency Credentials: ISO 27001 or ISO 9001 - 05 Marks CMMi level 5 Ver 2.0 with ISO 27001 & ISO 9001 or CMMi Level 5 Ver 1.3 With ISO 27001 & ISO 9001 - Marks	10	CMMI and ISO Certificate

Years of operation should be in relevant areas of service (website design/development, server administration, system administration) similar to that required for this RFP i.e. in the area of design, development and maintenance.

18. All proposals shall be evaluated by the duly constituted Tender Evaluation Committee.
19. Conditional, Optional bids or NIL Bids will not to be entertained and will be summarily rejected. No Applicant shall submit more than one Application.
20. The bids will be accepted through GeM Portal only. Bids received through any other means will be considered non-responsive. No physical bids will be accepted.
21. Right to reject any or all Proposals:
 - i. Notwithstanding anything contained in this tender document, the NITI Aayog reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
 - ii. Without prejudice to the generality of above, the NITI Aayog reserves the right to reject any Proposal if:
 - a. At any time, a material misrepresentation is made or discovered, or
 - b. The Applicant does not provide, within the time specified by the NITI Aayog, the supplemental information sought by the NITI Aayog for evaluation of the Proposal.
 - iii. Such misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification/ rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified/ rejected, then the NITI Aayog reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the NITI Aayog, including annulment of the Selection Process.

22. Acknowledgement by Applicant:

- a. It shall be deemed that by submitting the Proposal, the Applicant has:

- i. made a complete and careful examination of the tender document;
- ii. received all relevant information requested from the NITI Aayog;
- iii. accepted the risk of inadequacy, error or mistake in the information provided in the tender document or furnished by or on behalf of the NITI Aayog;
- iv. satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- v. acknowledged that it does not have a Conflict of Interest; and
- vi. agreed to be bound by the undertaking provided by it under and in term hereof.

b. The NITI Aayog shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to this tender document or the Selection Process, including any error or mistake therein or in any information or data given by the NITI Aayog.

23. Earnest Money Deposit (EMD): The bidders must submit an Earnest Money Deposit for an amount of Rs.3,50,000/- in the name of the Pay and Accounts Officer, NITI Aayog, New Delhi-110001. The EMD may be submitted in the form of Insurance Security Bonds, Fixed Deposit Receipt, Bank Guarantee, Account Payee Demand Draft or Bankers Cheque. The EMD, in a sealed envelope, superscribed with the words "EMD: HIRING AN INTRANET DEVELOPMENT & MAINTENANCE AGENCY FOR NITI AAYOG" is to be dropped in the EMD Box kept at the Reception Area of NITI Bhawan, New Delhi-110001 on any working day between 04/12/2022 and 27/12/2022 up to 5:00 PM. Failure to do so will result in the rejection of the bid. MSMEs/NSICs/Start-Ups are exempt from submission of EMD subject to submission to the valid MSME/NSIC/Start-Up Certificate along with the Technical Bid failing which the bid of the firm will be summarily rejected.

24. At any time before the submission of Proposals, the NITI Aayog may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant, modify the term(s) of the tender document by an amendment. All amendments/ corrigenda will be posted on the Official Website of NITI Aayog (niti.gov.in). In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the NITI Aayog may at its discretion extend the Proposal Due Date.

25. A copy of the EMD must also be attached with the Technical Bid.

26. The bid of the applicant will be summarily rejected, without prejudice to NITI Aayog's any other right or remedy, under the following conditions: (i) If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this tender

(including the Standard Form of work order); (ii) If any Applicant withdraws/modifies its Proposal during the period of its validity as specified in this tender and as extended by the Applicant from time to time, (iii) In the case of the Selected Applicant, if the Selected Applicant fails to accept the work order or provide the Performance Security within the specified time limit, or if the Applicant commits any breach of terms of this tender or is found to have made a false representation to NITI Aayog; (iv) Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal.

27. An Applicant should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate within India.
28. The Proposals must be digitally signed by the Authorized Representative (the - Authorized Representative) as detailed below:
- a. by the proprietor in case of a proprietary firm;
 - b. by a partner, in case of a partnership firm and/or a limited liability partnership; or
 - c. by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation.
29. Except as specifically provided in this tender, no supplementary material will be entertained by the NITI Aayog, and the evaluation will strictly be carried out only on the basis of Documents received online through GeM by the closing time of the last date of submission of bids. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material, if submitted, will be summarily rejected. For the avoidance of doubt, the NITI Aayog reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.
30. Financial proposal: While preparing the Financial Proposal, Applicants are expected to take into account the various requirements and conditions stipulated in this tender document. The Financial Proposal should be inclusive of all the costs including but not limited to all taxes associated with the Assignment. While submitting the Financial Proposal, the Applicant shall ensure the following:
- a. All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel (Expatriate and Resident, in the field, office, etc.), accommodation, air fare, transportation, equipment, printing of documents, secondary and primary data collection, etc. The total amount indicated in the Financial Proposal shall be without any condition

attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

- b. The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance specified in the work order, levies and other impositions applicable under the prevailing law. For the avoidance of doubt, it is clarified that all taxes, excluding GST, shall be deemed to be included in the cost shown under different items of Financial Proposal. The Applicant shall be paid only GST over and above the cost of Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

31. The Authorized Representative of the participating firm should authenticate EMD, Pre-Qualification, Technical and Financial proposal using his digital signatures. The Authorized Representative's authorization should be confirmed by a written power of attorney by the competent authority accompanying the Proposal. The format of Power of Attorney is given at Annexure-2.

32. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this tender document, the NITI Aayog will reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the —Prohibited Practices) in the Selection Process. In such an event, the NITI Aayog will, without prejudice to its any other rights or remedies, reject the proposal of the applicant/firm and suspend the applicant/firm from participation in any RfQ-cum-RfP/Tender/Bid floated by NITI Aayog for a period of three years from the date of suspension by NITI Aayog.

33. Without prejudice to the rights of the NITI Aayog under this Clause, hereinabove and the rights and remedies which the NITI Aayog may have under the work order or the Agreement, if an Applicant or Agency, as the case may be, is found by the NITI Aayog to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the work order or the execution of the Agreement, such Applicant or Agency shall not be eligible to participate in any Tender or RFQ – cum – RFP or Bid issued by the NITI Aayog for a period of 3 (Three) years from the date of such suspension/debarment orders by NITI Aayog.

34. The following terms shall have the meaning hereinafter respectively assigned to them: Corrupt practice means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or

engaging in any manner whatsoever, directly or indirectly, any official of the NITI Aayog who is or has been associated in any manner, directly or indirectly with the Selection Process or the work order or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the NITI Aayog, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the work order or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the work order or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the NITI Aayog in relation to any matter concerning the Project;

- a. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- b. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- c. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the NITI Aayog with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

"restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

35. NITI Aayog reserves the rights to accept any bid, annul the bidding process and reject all the bids at any time, without assigning any reason, prior to placement of signing of contract, without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such action of NITI Aayog.
36. It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the NITI Aayog, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
37. All documents and other information provided by NITI Aayog or submitted by an Applicant to NITI Aayog shall remain or become the property of NITI Aayog. Applicants and the Digital Agency, as the case may be, are to treat all

information as strictly confidential. NITI Aayog will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Applicant to NITI Aayog in relation to the assignment shall be the property of NITI Aayog.

38. The NITI Aayog reserves the right to make inquiries with any of the Applicants about their previous experience record.
39. Bids shall remain valid for 75 days from the last date of submission of bids on GeM Portal. A bid valid for a shorter period may be rejected by NITI Aayog as non-responsive.
40. The Earnest Money Deposit (EMD) should be valid for One Hundred and Twenty (120) days from the last date of submission of bids.
41. The online Technical Bids will be opened by the Tender Opening Committee at 1100 Hrs. on 28/12/2022 in Committee Room No.136, NITI Aayog, Sansad Marg, New Delhi-110001 in the presence of the bidders or their authorized representatives who wish to be present. The representative(s) of the firms who wish to attend the tender opening process must carry an authority letter from their respective firms duly signed and stamped by the Authorized Signatory.
42. Grant of Work Order: After selection, a Work Order will be issued, in duplicate, by the NITI Aayog to the Successful Applicant and the Successful Applicant shall, within 7 (seven) days of the receipt of the work order, sign and return the duplicate copy of the work order in acknowledgement thereof along with the Performance Security Deposit. In the event the duplicate copy of the work order duly signed by the Successful Applicant is not received by the stipulated date, the NITI Aayog may, unless it consents to extension of time for submission thereof, consider it as the failure of the Successful Applicant to acknowledge the work order, and the applicant with the next lowest financial proposal may be considered.
43. Performance Security: Performance Security equivalent to 03 (Three) percent of the total cost of Financial Proposal, including GST, shall be furnished from a Nationalized/Scheduled Bank, before start of work on assignment. For the successful bidder, the Performance Security will be retained by NITI Aayog until the completion of the assignment by the Applicant and be released 60 (Sixty) Days after the completion of the assignment. The Performance Security may be deposited in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Insurance Security Bonds or Bank Guarantee from a commercial bank.
44. Bidders shall not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.
45. The Evaluation Committee in its sole discretion reserves the right to seek clarifications from any or all bidders at any stage before award of the contract.

46. Unless specified, the date of publishing of the tender on CPPP will be considered as the reference date for calculation of total work experience and other factors.
47. Payment: As soon as the contract is awarded to the agency, it shall start working on development of the intranet portal. On development, operationalization and hand-over of the Intranet Portal to the NITI Aayog with all necessary certificates and documents, the total cost of development will be released to the agency. There onwards, only the maintenance cost will be released to the agency on quarterly basis. The quarterly bill value shall not exceed 1/4th of the total annual contract value including GST. The payment shall be released on receipt of bill complete in all respects along with the Certification of satisfactory completion of work during the quarter concerned from the NIC-NITI Aayog.
48. From the second year onwards, only the annual maintenance cost will be released on quarterly basis.
49. NITI will be sole owner of the application code of Intranet Portal and the agency will hand over the complete code to NITI and will not share with anybody without the permission of competent authority of NITI Aayog.
50. Change Management Process for Major Change / Additional Requirements: Keeping in view the system requirements, if any major change is required in the Intranet for development of any additional functionality or for creation of a new supplementary Intranet, the following Change Management Process shall be implemented –
- On receipt of change request from NITI Aayog, the successful bidder shall create a formal description of change Request.
 - The bidder shall submit - Impact Analysis and Timelines and Man hours required.
 - NIC-NITI Aayog shall evaluate the proposal and approve.
 - Additional purchase order shall be issued to bidder for the change request.
 - Implementation and UAT.
 - All technical documents will be revised by the agency in accordance with the change.
 - The total annual ceiling of ceiling of expenditure through change request will be 10% of the total annual value of the contract.

SECTION 3: SCOPE FOR INTRANET DEVELOPMENT & MAINTENANCE **AGENCY**

Brief Summary About the Intranet Portal

1. A world-class internal information platform for the premier policy think-tank of India which is Simplified, Responsive, Effective, Transparent Electronic System, Transparent, Analytical, Smarter & Accountable actions for decision making process.
2. In portal there should have provision for performance improvement & monitoring.
3. Government manages large volumes of documents of various categories. These documents can be Policies, Forms, Acts and Regulations, Circulars, Guidelines and Standards and Manuals. Maintaining a central repository of document helps to have a single repository of documents from where all department/ministry users can access the information.
4. The details of Employees' Identity, Skill Sets, Contact Details, Birthday, Anniversaries, Posting & Location.
5. Intranet portal should be secure and should prevent unauthorized access, scooping, hacking and other unauthorized activities.
6. The admin should be able to create a new employee account and login and assign respective roles to them. System running on the basis roles provided to each employee.
7. Hyperlinking of various portals/dashboards etc. of NITI Aayog.
8. Developing and maintaining of new modules on the Intranet Portal.
9. Daily Events: Add events on a regular basis/ this should be showcased as a Calendar of events with all upcoming events and important meetings. The division head will take a decision on putting it up on the intranet.
10. Notifications: Add recruitment/vacancies on a regular basis - small section to Library, for e.g. what has been update recently in our library repository etc.
11. News Bulletin: Add news relevant to NITI Aayog on a daily basis
12. Daily Updates: Add meeting briefs, minutes, etc. on a regular basis
13. Press Releases: Add all NITI Aayog related press releases on a regular basis
14. Social media corner: Add a social media corner for regular updates
15. Internal Communications: Add an instant Messaging functionality for internal communication which will work on 1to1 and 1 to Group basis. File sharing will not be allowed in this system.
16. NITI Groups: Certain groups that people can be a part of, like cultural groups etc.
17. General guidelines: Rules, regulations, and guidelines in terms of brand, language, etc.
18. OTP based login and authorization system.
19. Parichay Integration - The Government SSO (Single-Sign-On) platform is a One-stop authentication platform and enhances network and application security.
20. Search functionality: Ability to search by file number/type/date/user/relevant keywords
21. Have ability of role/level-based access to users for updates/approvals.

22. Audit trails of the documents hosted on the Intranet Portal is maintained and accessible to the administrator as and when required.
23. Ability to download copies of respective files on local computer.
24. Portal should be mobile responsive and accessible from different devices and browser independent.
25. Integration of other Government Applications like eHRMS, eOffice, eMail, PFMS etc.
26. Features like room booking system – this will be part of the Events as they are generally held within the Conference Rooms available at the office, inventory management
27. Employee Corner, Blogs etc – This should not be called Blogs – we should call them “From the Division Chiefs” or “From the Division”
28. Fast loading time with 99.99% uptime.
29. Aesthetics and design should be responsive, balanced, and professional.
30. Provide all design support for create screens, banners, layout, wire frame design etc. & creative designs for the portal.
31. Provide content support & provide Strategic inputs

Technical Specifications

Technology: Open Source Programming Language, HTML5, Bootstrap, JQuery, CSS

DB: MySQL

Hosting: NIC Cloud Hosting and setting up DR and System Architecture.

Audit: Intranet Portal will be security audited by the agency through CERT empanelled Agency.

Important points to note:

1. The Intranet Portal must be maintained using well established technologies preferably Open Source environment without using any third party tool or framework. NITI will not bear any additional financial cost due to usage of any third party tool or framework.
2. The Portal should be flexible and scalable to accommodate suggested changes/modifications including design and IA, as and when required.
3. Number of users to be taken into account: 800+. The number of users may increase.
4. Storage space for files: 2 TB.
5. The Intranet portal should have a responsive design.
6. The Intranet portal should have multi-level workflow and publishing controls.
7. The Intranet portal should have simple and easy administration, with profile base controls for functionalities where Admin, Sub-Admins, Nodal officers and user have different rights and accesses
8. The Intranet portal must have strong security features.
9. The Intranet Portal should be maintained in compliance with GIGW and web standards and guidelines issued by Government of India from time to time.
10. Providing training to the users of NITI along with manual.
11. Providing training videos, demos, documentation and help modules.
12. Transfer of Source code and other credentials for the Intranet.
13. The Intranet portal should be in compliance with GIGW guidelines.
14. The master control of the Portal will remain with NITI.
15. The selected agency may be asked to make changes as per NITI requirements.

16. The selected agency should deploy a team of dedicated resources for maintenance of NITI intranet portal.

Technical Support for Intranet Maintenance and Management

The web technical support activities are broadly categorized under following major activities.

Support Activity

- - Day to Day issue/bug fixing.
 - Validations on existing forms.
 - Addressing Browser Compatibility related issues.
 - Addressing Device compatibility / responsive forms related issues.
 - Ensuring compatibility with popular browsers like Internet Explorer, Mozilla Firefox, Safari, & Google Chrome, etc.
 - Testing of patches / application fixes.
 - Fixing Security Vulnerabilities whenever any issue is reported and encountered.
 - Fixing GIGW Vulnerabilities whenever any issue is reported and encountered.
 - Security Audit of Intranet.
 - Maintenance of existing code.
 - Data Management (validation/verification, cleaning, transformation, loading etc.)
 - Database Support:
 - Database patching, upgrades and performance monitoring.
 - Controlling and monitoring user access to the database.
 - Database backup (full and incremental) and recovery.
 - Analysing and setting up backup and restore policy.
 - Optimizing database performance.
 - Updation of existing technology stack as and when required.
 - Shall support audit activities like STQC, Cert-In Security Audit, etc, as and when required or as intimated by NITI Aayog.
 - Installation of a valid SSL Certificate at all times.
- b. Content Management**
 - - Addition/Updating of content using Content Management Framework
 - Intranet Content Updates - uploading, adding, editing and/or removing any text or copy on the existing site including any articles, reports, contact information and product or service description in all major section of Intranet
 - Developing Intranet Calender, updating content, backup security management and editing.
- c. Maintenance due to changing needs**
 - - User Friendly look & feel - font, colour, image, etc.
 - Additional screens, additional information/graphics, and redesign that affect the entire site.
 - Rewording of pages and changes to graphics due to changing needs.
 - Navigational changes.

- Page design changes.
- Addition of graphics, banners etc.
- Adding, editing and sizing of any pictures to the existing modules.
- Restructuring overall content with proper heading structure, Changing of the order, Addition or removal of fields etc.
- Addition of section-wise information header on list/page
- Keyword Based Search.
- Provision to send eMails using NIC eMail
- Statistical Reports on Intranet usage
- Maintain Audit Trail, Audit Log.
- Testing on staging environment before deploying on production.
- One-time migration from one cloud to another cloud in case of any urgency.

d. Intranet Administration

- - VM management including server performance monitoring.
 - System software management (including software updates) on VMs.
 - Integration/installation of patches on VMs provided by NIC-CMF team / respective vendors
 - Addressing Server related issues to ensure Intranet uptime by coordinating with hosting service provider like NIC data center e.g. domain name renewal, server failure, increase in storage space or database space etc.
 - Patch Deployment on Production Server as and when required or reported.
 - Application Server Re-start.
 - Backup of Source Code, Database
 - Documents shall be updated periodically with all updates related to bug fixation, enhancements etc. and shall be uploaded on NITI Aayog identified /created repositories like GitLab, etc.
 - Create and maintain the different setup for development and staging.
 - Intranet uptime should not be less 99%. Also, in each instance Intranet should not be down for more than 2 hours.
 - Safeguarding System/Application Software from Security threats.
 - Fulfilment of Adhoc requests (data/information).
 - Server Monitoring includes monitoring of:
 - Resources utilization.
 - System Software (database, application/web servers, containers etc.).
 - Network.
 - Load (requests).
 - Security aspects.
 - If any changes in the settings are warranted in the system for improving the system/ network performance, such changes shall be initiated by the Agency upon due intimation and approval of NITI Aayog
 - Bidder should provide on a quarterly basis the bug list, issue list, no. of maintenance calls, status of issues, and list of regular maintenance activities /monitoring of system, backup and restore demonstration, Root cause analysis and Performance Report.
 - Intranet related optimizations shall be done regularly in order to enhance its performance, as and when necessary.

- Maintenance of Disaster Recovery Intranet and ensuring that its content is in sync with the primary Intranet.

e. Standard Compliance

- Adherence to GIGW Guidelines
- STQC certification as required
- Safe to Host Certification as required
- SSL Implementation as required

f. Change Management Process for Major Change / Additional Requirements:

Keeping in view the system requirements, if any major change is required in the Intranet for development of any additional functionality other than those mentioned in para (c) above or for creation of a new supplementary Intranet, the following Change Management Process shall be implemented –

- - On receipt of change request from NITI Aayog, the successful bidder shall create a formal description of change Request.
 - Also, bidder shall submit - Impact Analysis and Timelines and Man hours required.
 - NIC-NITI Aayog shall evaluate the proposal and approve.
 - Additional purchase order shall be issued to bidder for the change request.
 - Implementation and UAT.
 - All technical documents need to be revised in accordance with the change.
 - All such changes shall be covered in the contract.

g. The selected bidder shall align the software/technical professionals for NITI Aayog at all times (On-site as well as Off-site).

- The agency shall deploy 03 technical professionals inside NITI Aayog at all times. The rest of the team shall function off-site.
- In case the representative deployed for NITI Aayog by the selected bidder is not available, a suitable replacement shall be provided by the bidder immediately and without any break, under intimation to NITI Aayog.
- NITI Aayog also reserves the right to terminate the contract at any time if the work is found to be unsatisfactory and forfeit the performance bank guarantee. The selected bidder shall not be permitted to engage Sub-contractors.

Note: NITI will be sole owner of the application code of Intranet Portal and the agency will hand over the complete code to NITI and will not share with anybody without the permission of competent authority of NITI Aayog.

SECTION 4: SUMMARY OF COSTS

Sl.No.	Item (Year 1)	Basic Cost (in Rs.)	Total Cost with GST (in Rs.)
1	Basic Cost of Development		
2	Basic Annual Maintenance Cost		
3	Total Cost (Including GST) (T)		

Total Financial Proposal (T) = _____ (In INR)

Notes:

- The total value of Financial Proposal (T) will be utilized for evaluation of the bid under this tender. The assignment or engagement of the firm will initially be for a period 3 years further extendable up to 02 more years on yearly basis (total five years).
- GST would be payable at rates applicable from time to time.
- On development, operationalization and hand-over of the Intranet Portal to the NITI Aayog with all necessary certificates and documents, the total cost of development will be released to the agency. There onwards, only the maintenance cost will be released to the agency on quarterly basis. The quarterly bill value shall not exceed 1/4th of the total annual contract value including GST. The payment shall be released on receipt of bill complete in all respects along with the Certification of satisfactory completion of work during the quarter concerned from the NIC-NITI Aayog.

SECTION 5: Form of Bank Guarantee for Performance Security

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank)

Ref.: Bank Guarantee:

Date: Dear

Sir,

In consideration of NITI Aayog, Government of India (hereinafter referred as the - NITI Aayog, which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of Intranet Development & Maintenance Agency] a [type of company], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the - Intranet Development & Maintenance Agency which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for preparation of [name of assignment] Work order by issue of NITI Aayog's Work Order Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the Intranet Development & Maintenance Agency, resulting in a Work order valued at Rs. [amount in figures and words] for (Scope of Work) (hereinafter called the - Work order) and the Website Development and Maintenance Agency having agreed to furnish a Bank Guarantee amounting to Rs. [amount in figures and words] to the NITI Aayog for performance of the said Agreement.

We [Name of Bank] incorporated under [law and country] having its Head Office at [address](hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the NITI Aayog immediately on demand an or, all monies payable by the Intranet Development & Maintenance Agency to the extent of Rs. [amount in figure and words] as aforesaid at any time up to [date] without any demur, reservation, contest, recourse or protest and/ or without any reference to the Intranet Development & Maintenance Agency. Any such demand made by the NITI Aayog on the Bank shall be conclusive and binding notwithstanding any difference between the NITI Aayog and the Intranet Development & Maintenance Agency or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until the NITI Aayog discharges this guarantee.

The NITI Aayog shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Work order by the Intranet Development & Maintenance Agency nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the work order or other documents. The NITI Aayog shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the NITI Aayog and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Work order between the NITI Aayog and the Intranet Development & Maintenance Agency any

other course or remedy or security available to the NITI Aayog. The Bank shall not be relieved of its obligations under these presents by any exercise by the NITI Aayog of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the NITI Aayog or any other indulgence shown by the NITI Aayog or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the NITI Aayog 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 Intranet Development & Maintenance Agency and notwithstanding any security or other guarantee that the NITI Aayog may have in relation to the Intranet Development & Maintenance Agency 's liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder. This Guarantee shall not be affected by any change in the constitution or winding up of the Intranet Development & Maintenance Agency/the Bank or any absorption, merger or amalgamation of the Intranet Development & Maintenance Agency/the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. [amount in figure and words] and it shall remain in force up to and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by M/s [name of Website Development and Maintenance Agency] on whose behalf this guarantee has been given. Date this [date in words] day [month] of [year in – yyyy' format] at [place].

WITNESS

1. [signature, name and address]
2. [signature, name and address]

[Official Address]
[With Bank Stamp]

Designation

Attorney as Per Power of Attorney No.

Dated

Strike out, whichever is not applicable.

The date will be fixed as indicated in S.C.C.

The stamp papers of appropriate value shall be purchased in the name of bank which issues the -Bank Guarantee. The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India or a foreign bank through a correspondent bank (scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to the NITI Aayog.

SECTION 6: Standard Form of Work Order

Work order to undertake [name of assignment]

hereinafter referred to as the — NITI Aayog which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns) has:

- a. Requested the Intranet Development & Maintenance Agency to provide certain services as defined in this work order (hereinafter called the —Services); and
- b. The Intranet Development & Maintenance Agency, having represented to the NITI Aayog that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this assignment.

NOW THEREFORE the NITI Aayog hereto hereby agrees as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this work order:

Appendix A: Terms of reference containing, inter-alia, the Description of the Services and reporting requirements (A copy of the Section 1 will be attached here along with the work order),

Appendix B: Total Value of the contract (A copy of the total financial cost quoted by the successful bidder will be attached here along with the work order).

Appendix C: Copy of Contract Performance Security

2. The mutual rights and obligations of the NITI Aayog and the Intranet Development & Maintenance Agency shall be as set forth in the work order; in particular:
 - a. The Intranet Development & Maintenance Agency shall carry out the Services in accordance with the provisions of the work order; and
 - b. NITI Aayog will make payments to the Intranet Development & Maintenance Agency in accordance with the provisions of the work order.

3. **Commencement, completion, modification and termination of work order**

3.1.1 Effectiveness of work order: This Work order shall come into effect on the date the work order is assented to by the Intranet Development & Maintenance Agency or such other date as may be stated.

3.1.2 Commencement of Services: The Intranet Development & Maintenance Agency shall commence the Services from any date notified by the NITI Aayog.

3.1.3 Expiration of work order: Unless terminated earlier pursuant to relevant clauses in this work order hereof, this work order shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date.

3.1.4 Force Majeure: Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such

Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.

A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

3.1.5.1 No Breach of Work order: The failure of a party to fulfill any of its obligations under the Work order shall not be considered to be a breach of, or default under this Work order insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:

- a) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Work order, and
- b) has informed the other party as soon as possible about the occurrence of such an event.
- c) the dates of commencement and estimated cessation of such event of Force Majeure; and
- d) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Work order.

3.1.5.2 Neither Party shall be able to suspend nor excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above.

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

3.1.7 Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the Intranet Development & Maintenance Agency shall be entitled to continue to be paid under the terms of this Work order, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the services after the end of such period.

3.2 Termination

3.2.1 By the NITI Aayog: The NITI Aayog may terminate this Work order, written notice of termination to the Intranet Development & Maintenance Agency, to be given after the occurrence of any of the events specified in this clause:

- a) if the Intranet Development & Maintenance Agency do not remedy a failure in the performance of their obligations under the Work order, within a period of fifteen (15) days, after being notified or within such further period as the NITI Aayog may have subsequently approved in writing;

- b) within fifteen (15) days, if the Intranet Development & Maintenance Agency become insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Intranet Development & Maintenance Agency are unable to perform a material portion of the Services for a period of not less than fifteen (15) days;
- d) within fifteen (15) days, if the Intranet Development & Maintenance Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;
- e) within seven (7) days, if the Intranet Development & Maintenance Agency submits to the NITI Aayog a false statement which has a material effect on the rights, obligations or interests of the NITI Aayog. If the Intranet Development & Maintenance Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the NITI Aayog;
- f) within seven (7) days, if the Intranet Development & Maintenance Agency, in the judgment of the NITI Aayog has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Work order;
- g) if the NITI Aayog, in its sole discretion and for any reason whatsoever, within a period of fifteen (15) days decides to terminate this Work order.

3.2.2 Payment upon termination: Upon termination of this Work order, the NITI Aayog will make the following payments to the agency:

- a) Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;
- b) If the Work order is terminated pursuant to Clause 3.3.1a), b), d), e) or f), the Intranet Development & Maintenance Agency shall not be entitled to receive any agreed payments upon termination of the Work order. However, the NITI Aayog may consider making payment for the part satisfactorily performed on the basis of the quantum of merit as assessed by it, in its sole discretion, if such part is of economic utility to the NITI Aayog. Under such circumstances, upon termination, the NITI Aayog may also impose liquidated damages as per the provisions of relevant clauses of this Work order. The Intranet Development & Maintenance Agency will be required to pay any such liquidated damages to NITI Aayog within 30 days of termination date.

3.2.3 Disputes about Events of Termination: If either Party disputes Termination of the work order under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Work order shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3.3 Obligations of the Intranet Development & Maintenance Agency

3.3.1 General: The Intranet Development & Maintenance Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Intranet Development & Maintenance Agency shall always act, in respect of any matter relating to this Work order or to the Services, as faithful advisers to the NITI

Aayog, and shall at all times support and safeguard the NITI Aayog's legitimate interests in any dealings with Sub-consultants or third parties.

3.3.2 Conflict of interest:

3.3.2.1 Prohibition of Conflicting Activities: Neither the Intranet Development & Maintenance Agency nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) during the term of this Work order, any business or professional activities which would conflict with the activities assigned to them under this Work order; and
- b) after the termination of this work order, such other activities as may be specified.

3.3.3 **Confidentiality:** The Intranet Development & Maintenance Agency, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Work order, disclose any proprietary or confidential information relating to the Project, the Services, this Contact or the NITI Aayog's business or operations without the prior written consent of the NITI Aayog.

3.3.4 Documents Prepared by the Intranet Development & Maintenance Agency to be the Property of the NITI Aayog: All designs, reports, other documents and software submitted by the Intranet Development & Maintenance Agency pursuant to this work order shall become and remain the property of the NITI Aayog, and the Intranet Development & Maintenance Agency shall, not later than upon termination or expiration of this Work order, deliver all such documents and software to the NITI Aayog, together with a detailed inventory thereof. The Intranet Development & Maintenance Agency may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

3.3.5 Liability of the Intranet Development & Maintenance Agency: Subject to additional provisions, if any, in this work order the Intranet Development & Maintenance Agency's liability under this Work order shall be as provided by the Applicable Law.

3.3.6 Professional Liability Insurance: Intranet Development & Maintenance Agency will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Intranet Development & Maintenance Agency's negligence, breach in the performance of its duties under this Work order from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees made or expected to be made to the Intranet Development & Maintenance Agency hereunder or (ii) the proceeds, the Intranet Development & Maintenance Agency may be entitled to receive from any insurance maintained by the Intranet Development & Maintenance Agency to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency].

3.3.7 NITI will be sole owner of the application code of Intranet Portal and the agency will hand over the complete code to NITI and will not share with anybody without the permission of competent authority of NITI Aayog.

3.4 Obligations of the NITI Aayog

3.4.1 Assistance and Exemptions: the NITI Aayog will use its best efforts to ensure that the Government will provide the Intranet Development & Maintenance Agency with work permits and such other documents as necessary to enable the Intranet Development & Maintenance Agency to perform the Services:

3.4.1.1 Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

3.5 Payments to the Intranet Development & Maintenance Agency

3.5.1 Advance payment will not be considered.

- The agency will submit pre-receipted invoices in triplicate, complete in all respects, on quarterly basis. On development, operationalization and hand-over of the Intranet Portal to the NITI Aayog with all necessary certificates and documents, the total cost of development will be released to the agency. There onwards, only the maintenance cost will be released to the agency on quarterly basis. The quarterly bill value shall not exceed 1/4th of the total annual contract value including GST. The payment shall be released on receipt of bill complete in all respects along with the Certification of satisfactory completion of work during the quarter concerned from the NIC-NITI Aayog.

3.5.2 The final payment, shall be released only after completion of the required work for the contract year and on submission of a statement of work having been executed as per the requirements detailed in the tender Document, or communicated subsequently by NITI AAYOG.

3.5.4 The GST shall be paid as applicable.

3.5.5 For facilitating Electronic transfer for funds the selected agency will be required to indicate the name of the Bank and Branch, account number (i.e. bank names, IFSC Code and Bank A/c No.) and also forward a Cheque leaf duly cancelled to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected agency.

3.5.6 Currency: The price is payable in local currency i.e. Indian Rupees.

3.6 Settlement of disputes

3.6.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Work order or its interpretation.

3.6.2 Disputes Settlement: Any dispute between the Parties as to matters arising out of and relating to this Work order that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provision specified in the SC.

3.7 Responsibility for accuracy of project documents

3.7.1 General

3.7.1.1 The Intranet Development & Maintenance Agency shall be responsible for accuracy of the financial quote and all other details prepared by him as part of these services. He shall indemnify the NITI Aayog against any inaccuracy in the work, which might surface during implementation of the project.

3.7.1.2 **Penalty:** The agency shall be responsible for completion of the item of work given by the Verticals/Divisions of NITI Aayog within the time specified. If the agency fails to meet the deadline, the agency shall have to pay the penalty for the delay @Rs.1000/- per day subject to the ceiling of 10% of the quarterly payment of the agency.

If the agency is imposed with the penalty more than twice in its annual contract, it shall make the agency liable for forfeiture of its performance security and its contract may also be terminated.

3.8 Liquidated damages

3.8.1.1 If the selected agency fails to complete the Assignment within the period specified under the work order, or in case of underperformance and undue delays in performance by the agency, the Performance Security is liable to be forfeited in full or part besides other action, including blacklisting of the agency, as may be deemed fit by NITI AAYOG.

4. Miscellaneous

4.1 Assignment and Charges

4.1.1 The Work order shall not be assigned by the Intranet Development & Maintenance Agency to any other agency except with prior consent in writing of the NITI Aayog, which the NITI Aayog will be entitled to decline without assigning any reason whatsoever.

4.1.2 The NITI Aayog is entitled to assign any rights, interests and obligations under this Work order to third parties.

4.1.3 Indemnity:

4.1.3.1 The Intranet Development & Maintenance Agency agrees to indemnify and hold harmless the NITI Aayog from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Intranet Development & Maintenance Agency of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act by the Intranet Development & Maintenance Agency or the omission including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the NITI Aayog; (c) any Services related to or rendered pursuant to the Work order (collectively —Indemnified matter)). As soon as reasonably practicable after the receipt by the NITI Aayog of a notice of the commencement of any action by a third party, the NITI Aayog will notify the Intranet Development & Maintenance Agency of the commencement thereof;

provided, however, that the omission so to notify shall not relieve the Intranet Development & Maintenance Agency from any liability which it may have to the NITI Aayog or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the NITI Aayog may have at common law, in equity or otherwise.

4.1.3.2 The Intranet Development & Maintenance Agency shall at all times indemnify and keep indemnified NITI AAYOG against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

4.1.3.3 The Intranet Development & Maintenance Agency shall at all times indemnify and keep indemnified NITI AAYOG against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Intranet Development & Maintenance Agency's) employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Intranet Development & Maintenance Agency.

4.1.3.4 The Intranet Development & Maintenance Agency shall at all times indemnify and keep indemnified NITI AAYOG against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Intranet Development & Maintenance Agency, in respect of wages, salaries, remuneration, compensation or the like.

4.1.3.5 All claims regarding indemnity shall survive the termination or expiry of the Work Order.

4.1.4 Notices: Unless otherwise stated, notices to be given under the Work order including but not limited to a notice of waiver of any term, breach of any term of the Work order and termination of the Work order, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses specified in the SC. The notices shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

4.1.5 Severability: If for any reason whatever any provision of the Work order is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable.

Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Work order or otherwise.

4.1.6 Professional Liability Insurance: Intranet Development & Maintenance Agency will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Intranet Development & Maintenance Agency's negligence, breach in the performance of its duties under this Work order from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees made or expected to be made to the Intranet Development & Maintenance Agency hereunder or (ii) the proceeds, the Intranet Development & Maintenance Agency may be entitled to receive from any insurance maintained by the Intranet Development & Maintenance Agency to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency].

4.1.7 Performance security

50. The Consultant shall prior to the Effective Date and as a condition precedent to its entitlement to payment under this Work order, provide to the NITI Aayog a legal, valid and enforceable Performance Security in the form of an unconditional and irrevocable bank guarantee as security for the performance by the Consultant of its obligations under this Work order, in the form set out in this work order, in an amount equal to 03 (Three) percent of the total cost of Financial Proposal under this Assignment. The Performance Security may be deposited in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Insurance Security Bonds or Bank Guarantee from a commercial bank. Further, in the event the term of this Work order is extended, the Consultant shall at least fifteen (15) days prior to the commencement of every Subsequent Year or at least thirty (30) days prior to the date of expiry of the then existing bank guarantee, whichever is earlier, provide an unconditional and irrevocable bank guarantee as Performance Security for an amount equivalent to **03 percent (Three)** of the total cost of Financial Proposal under this Assignment.

4.1.7.1 The Performance Security shall be obtained from a scheduled commercial Indian bank, in compliance with Applicable Laws (including, in case the Consultant is a non-resident, in compliance with applicable foreign exchange laws and regulations). {In the event the Consultant is a joint venture consortium, the Performance Security may be provided by any Member; provided that such Performance Security shall mention the details of this Work order and the other Members.}

4.1.7.3 The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of 60 (Sixty) Days from the date of completion of the assignment. If the NITI Aayog shall not have received an extended/ replacement Performance Security in accordance with this clause at least thirty (30) days prior to the date of expiry of the then existing Performance Security, the NITI Aayog shall be entitled to draw the full amount of the bank guarantee then available for drawing and retain the same by way of security for the performance by the Intranet

Development & Maintenance Agency of its obligations under this Work order until such time as the NITI Aayog shall receive such an extended/ replacement Performance Security whereupon, subject to the terms of this Work order, the NITI Aayog will refund to the Intranet Development & Maintenance Agency the full amount of the bank guarantee, unless the NITI Aayog has drawn upon the Performance Security in accordance with the provisions of this Work order, in which case only the balance amount remaining will be returned to the Intranet Development & Maintenance Agency; provided that the NITI Aayog will not be liable to pay any interest on such balance. The NITI Aayog will return the bank guarantee provided as Performance Security to the issuer thereof for cancellation promptly upon receipt of any extension/ replacement thereof. Subject to satisfactory completion of all deliverables under this Work order, the Performance Security will, subject to any drawdowns by the NITI Aayog in accordance with the provisions hereof, be released by the NITI Aayog within a period of 60 (Sixty) Days from the date of completion of the services.

5 The NITI Aayog shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:

- a) the agency becomes liable to pay penalty;
- b) occurrence of any of the events listed in Clause 3.2 of this Work Order;
- c) any material breach of the terms hereof; and/or
- d) without prejudice to paragraph above, the Consultant fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Work order.

Annexure 1: Pre-Qualification Proposal Submission Form

[Location, Date]

To
Adviser (Communication),

NITI Aayog,
Sansad Marg,
New Delhi-110001

Tender for Selection of an Intranet Development & Maintenance Agency for [name of assignment]

Dear Sir,

With reference to your Tender Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Pre-Qualification Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [name of the Applicant].

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

Further:

1. We acknowledge that NITI Aayog will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Intranet Development & Maintenance Agency and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Intranet Development & Maintenance Agency for the aforesaid Project.
3. We shall make available to NITI Aayog any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of NITI Aayog to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last one year, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.
6. We declare that:

- a. We have examined and have no reservations to the tender, including any Addendum issued by the Authority;
 - b. We do not have any conflict of interest in accordance with the terms of the tender;
 - c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the tender document, in respect of any tender or request for proposal issued by or any agreement entered into with NITI Aayog or any other public sector enterprise or any government, Central or State; and
 - d. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select as the Intranet Development & Maintenance Agency without incurring any liability to the Applicants.
 8. We declare that we are not a member of any other Consortium/JV applying for selection as an Intranet Development & Maintenance Agency.
 9. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this tender.
 11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/Managers/ employees.
 12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by NITI Aayog in connection with the selection of Intranet Development & Maintenance Agency or in connection with the selection process itself in respect of the above mentioned Project.
 13. We agree and understand that the proposal is subject to the provisions of the tender document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.
 14. We agree to keep this offer valid for 75 (Seventy-Five) days from the Proposal Due Date (PDD) specified in this tender document.
 15. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith.

16. The Technical and Financial Proposal is being submitted in a separate cover. This Pre- Qualification Proposal read with the Technical and Financial Proposal shall constitute the application which shall be binding on us.
17. We agree and undertake to abide by all the terms and conditions of the Tender Document.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

Fax:

(Name and seal of the Applicant/Member in Charge)

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Annexure 2: Format for Power of Attorney for Authorized Representative

Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorize Mr / Ms [name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the —Authorized Representativell), with power to sub- delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as Intranet Development & Maintenance Agency for [name of assignment], to be developed by NITI AAYOG (the -Authority) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in meetings/conferences and providing information/ responses to the Authority, representing us in all matters before the Authority and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us until accepting the work order with the Authority.

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

IN WITNESS WHEREOF WE, [name of organization], THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in __yyyy' format].

For [name and registered address of organization]

[Signature] [Name]

[Designation]

Witnesses:

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

Accepted

Signature] [Name]

[Designation] [Address]

Notes:

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

Annexure 3: Format of Bank Guarantee for Earnest Money Deposit

BG No.

Date:

1. In consideration of you, NITI Aayog, Government of India, New Delhi — 110 001 (hereinafter referred to as the —Authority which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having agreed to receive the proposal of [Name of company], (hereinafter referred to as the —Bidder which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for appointment as Intranet Development & Maintenance Agency for [name of assignment] pursuant to the Tender Document dated [date] issued in respect of the Assignment and other related documents including without limitation the draft work order for services (hereinafter collectively referred to as —Tender Document), we [Name of the Bank] having our registered office at [registered address] and one of its branches at [branch address] (hereinafter referred to as the —Bank), at the request of the Bidder, do hereby in terms of relevant clause of the Tender Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Tender Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. [in figures] ([in words]) (hereinafter referred to as the —Guarantee) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Tender Document.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Tender Document shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Tender Document including, Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said Tender Document, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Tender Document

including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said Tender Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. [in figures] ([in words]).

4. This Guarantee shall be irrevocable and remain in full force for a period of 120 (one hundred and twenty) days from the Proposal Due Date and a further claim period of thirty (30) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable until all amounts under this Guarantee have been paid.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Tender Document or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying of Letter of Acceptance to the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Tender Document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender Document or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
9. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. [in figures] ([in words]). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before [date].

Signed and Delivered by [name of bank]

By the hand of Mr. /Ms. [name], it's [designation] and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

Notes:

- The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Annexure 4: Technical Proposal Submission Form

[Location, Date]

Adviser (Communication)

Room No.232, NITI Aayog,
Sansad Marg,
New Delhi-110001

E-Tender dated [date] for selection for [name of assignment]

Sir,

With reference to your Tender Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [name of the applicant].

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the tender document. Our Proposal is binding upon us, subject only to the modifications resulting from negotiations in accordance with the tender document.

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

Further:

1. We acknowledge that NITI Aayog will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Intranet Development & Maintenance Agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Intranet Development & Maintenance Agency for the aforesaid Project.
3. We shall make available to NITI Aayog any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of NITI Aayog to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a

penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.

6. We declare that:
 - a. We have examined and have no reservations to the tender document, including any Addendum issued by the Authority;
 - b. We do not have any conflict of interest in accordance with the terms of the tender document;
 - c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the tender document, in respect of any tender or request for proposal issued by or any agreement entered into with NITI Aayog or any other public sector enterprise or any government, Central or State; and
 - d. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
2. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Intranet Development & Maintenance Agency, without incurring any liability to the Applicants.
8. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
9. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this tender document.
10. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by NITI Aayog in connection with the selection of Website Development and Maintenance Agency or in connection with the selection process itself in respect of the above mentioned Project.

12. We agree and understand that the proposal is subject to the provisions of the tender document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.
13. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on us.
14. We agree and undertake to abide by all the terms and conditions of the tender Document.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

Fax:

(Name and seal of the Applicant/Member in Charge)

TECHNICAL BID DOCUMENTS TO BE SUBMITTED BY THE BIDDERS:

Pre-Qualification Documents:

1	Duly Filled, signed and stamped Pre-Qualification Submission Form (Annexure 1)
2	Duly signed and stamped Power of Attorney Form (Annexure 1)
3	Earnest Money Deposit
4	Self-Attested PAN Card.
5	Self-Attested GST Registration Certificate.
6	Operative Bank Account Details along with a cancelled cheque.
7	Self-Attested details of a registered in Delhi/NCR.
8	Duly signed and stamped undertaking that the Bidding Firm has never been blacklisted by any Central Government Ministry/ Department including NITI Aayog.
9	Duly signed and stamped undertaking that the no criminal case is registered/ pending against any of the Owners/ Partners/ Directors of the Bidding Firm anywhere in India.
10	Valid ISO Certificate.

Technical Qualification Documents:

1	Duly Filled, Signed and Stamped Technical Proposal Submission Form (Annexure 4)
2	Proposed Design Document (at least 3 design options for homepage and Inner Pages). Concept Note; Understanding of project Proposed Design template(s) changes Proposed functionalities changes Proposed technical specifications changes Proposed work flow structure for different elements in project scope. Proposed CMS Features and Functionalities Proposed Administration Aspects Proposed Security Aspects; Proposed Backup Business Continuity. New suggestions for the project New innovations Best Practices Other suggestions.
3	ITRs of last 03 Years and Certificate of Chartered Accountant.
4	Copies of Previous Works Orders and/or work completion certificates
5	CV of the Team Credentials of the design, development and Maintenance Team to be deployed for NITI Experience of web designer Experience of Web Developer Experience of System Administrator Experience of the Server Administrator.

All the Bid documents should be duly numbered and titled.