



REQUEST FOR PROPOSAL (RFP)

For

Revamping (Design, Development, Testing, Hosting, Implementation, Training and Maintenance) of AAICLAS Website

Tender ID:

Date: 30 Aug, 2019

Amount: INR. 1180 (Rupees One Thousand One Hundred & Eighty Only)

AAICLAS

AAI Cargo Logistics and Allied Services Company Ltd.

(A 100% AAI Subsidiary)

**AAICLAS Complex, Delhi Flying Club Road,
Safdarjung Airport, New Delhi-110003, India**

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1. Invitation for Proposal

AAI Cargo Logistics & Allied Services Limited(AAICLAS) hereby invites Proposals for the Revamping (Design, Development, Testing, Hosting, Implementation, Training & Maintenance) of AAICLAS Website. The RFP document is placed at website: <https://etenders.gov.in/eprocure/app>.

E-Tendering Procedure: The procurement shall be carried out through submission of online tenders only. No offer in physical form will be accepted and any such offer if received by AAICLAS will be rejected.

Tender documents can be downloaded from our website <https://aaiclas-ecom.org/Live/index.aspx> or website of CPPP <https://etenders.gov.in/eprocure/app>. The bidders will be required to submit their bids online on the e-Procurement module using website <https://etenders.gov.in/eprocure/app>.

Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the Company's name is a prerequisite for registration and participating in the bid submission activities through this web site. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <http://eprocure.gov.in> under the link "Information about DSC". The web site also has user manuals with detailed guidelines on enrolment and participation in the online bidding process. The user manuals can be downloaded for ready reference.

Bidder/ Agencies are advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

Prospective bidders are advised to check the eligibility criteria before purchase of bids. This RFP document is not transferable and name of purchaser and bidder who submits shall be same.

1.1 Key Events & Date Sheet

S.No	Information	Details
1	Advertising Date	30 Aug 2019
2	Bid Document Download/Sale Start Date	30 th Aug 2019 (17:00 Hrs)
3	Last Date to Send in requests for clarification	6th Sep 2019 (10:00 Hrs)
4	Last Date to respond the queries received	14th September 2019 (17:00 Hrs)
5	Start Date of Bidding Last Date for submission of bid	15th September 2019 (10:00 Hrs) 23rd September 2019 (15:00 Hrs)
6	Date Time & Place of Opening of Technical proposals	24th September 2019 (15:00 Hrs)
7	Date Time and Place of opening of Financial Bid	Will be intimated later to qualified Bidders

S. No	Information	Details
9	Detail of the contact person and Address at which sealed bids are to be submitted in person (Bids by post/ courier shall be rejected)	Manager(IT): Mr. Shiv Prakash Gupta AAICLAS Email: it-aaiclas@aai.aero

Other Important Information related to Bid

S. No.	Item	Description
1.	Earnest Money Deposit (EMD) in the form of a Demand Draft in favour of 'AAI Cargo Logistics and Allied Services Company Ltd.', payable at New Delhi.	Rs. 60,000/- (Sixty Thousand Only)
2.	Bid Validity Period	120 days from the date of opening of Financial Bid
3.	Last date for furnishing Performance Security to AAICLAS Limited (By successful bidders)	Within Fifteen (15) days of the date of the Letter of Acceptance issued by AAICLAS Limited
4.	Performance Bank Guarantee	10% of contract value/ Bid value of successful bidder
5.	Performance Security validity period	180 days

2 Instruction to Bidders

1.2 Abbreviations

CMS	Content Management System
CAPTCHA	Completely Automatic Public Turing Test to Tell Computers and Humans Apart
DIT	Department of Information Technology
FUEL	Frequently Used Entries for Localization
GOI	Government of India
HTTP	Hypertext Transfer Protocol
IFEG	Interoperability Framework for e-Governance
LDAP	Lightweight Directory Access Protocol
SRS	Software Requirement Specifications
SSL	Secure Sockets Layer
DC	Data Centre
UAT	User Acceptance Test

MoCA	Ministry of Civil Aviation
AAI	Airports Authority of India
AAICLAS	AAI Cargo Logistics & Allied Services Co. Limited

2. Introduction of AAICLAS

Keeping in mind the current economic boom, the importance of air cargo and its impact on the overall economy of India, AAI proposed to demerge and corporatize the cargo department into functionally and administratively independent organization, which is professionally driven and responsive service enterprise. With a vision to become the foremost integrated logistics network in India, AAI Cargo Logistics and Allied Services Company Limited (AAICLAS) was incorporated on 11th August 2016. It will work as multi modal interface linking air, surface & water transport. Thus, becoming the largest networked and fastest logistic solution provider company of India. AAICLAS will promote, represent, organize, undertake, establish, conduct, handle, arrange, own, operate, participate, facilitate, sponsor, encourage, and provide the business as Cargo Terminal Operator, Free Trade Zone, Air Freight Station and Inland container depot for cargo and passengers.

AAICLAS Operates its Cargo Business from approx. 26 working Terminals.

2.3 Purpose

The purpose of this Request for Proposal (RFP) is to seek the services of a reputed IT firm/ agency, to:

- 1) Redesign, Develop, Test, Implement and Maintain the AAICLAS website for 3 years, commencing from the date when the system goes “Live” or when the acceptance is accorded as per the Acceptance Criteria, whichever is later.

This document provides information to enable the bidders to understand the broad requirements to submit their "Bids". The detailed scope of work is provided in section 3 of this RFP document.

3. Cost of RFP

The RFP document is available for purchase/reference purpose on <https://etenders.gov.in/eprocure/app>, for submitting the same.

The RFP document can be purchased for Rs. 1180/-.

4. Transfer of RFP

The RFP document is not transferable to any other bidder. The bidder who purchases the document and submit shall be the same.

5. Consortium

Consortium would not be allowed.

6. Completeness of Response

Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the Bid EMD.

7. Proposal Preparation Costs

The bidder shall submit bid at their own cost and, AAICLAS shall not be held responsible for any cost incurred by the bidder. Submission of bid does not entitle the bidder to claim any cost and rights over AAICLAS and AAICLAS shall be at liberty to cancel any or all bids without giving any notice. All materials submitted by the bidder shall be the absolute property of AAICLAS and no copyright /patent etc. shall be entertained by AAICLAS.

8. Bidder Inquiries

Bidder shall send their written queries as prescribed in to the contact at which the bids are to be submitted. The response to the queries will be published on https://etenders.gov.in/eprocure/app_No telephonic/ emails queries will be entertained, this response of AAICLAS shall become integral part of RFP document.

9. Amendment of RFP Document

All the amendments made in the document would be published at <https://etenders.gov.in/eprocure/app> shall be part of RFP.

The bidders are advised to visit the aforementioned website on regular basis for checking necessary updates. The AAICLAS also reserves the rights to amend the dates mentioned in this RFP for bid process.

10. Supplemental Information to the RFP

If AAICLAS deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

11. AAICLAS's right to terminate the process

AAICLAS may terminate the RFP process at any time and without assigning any reason. AAICLAS reserves the right to amend/ edit /**add/delete** any clause of this Bid document. However, this will be informed to all and will become part of Bid/ RFP.

12. Earnest Money Deposit (EMD)

- a) Bidders shall submit, along with their Bids, EMD of Rs. 60,000/- (Sixty thousand Only) in the form of a Demand Draft/Bank Guarantee/Bankers Cheque in favour of 'AAI Cargo Logistics and Allied Services Company Ltd.', payable at New Delhi.
The Draft/Bankers Cheque/Bank Guarantee should be drawn from any Nationalized/Scheduled Bank Only.
- b) The EMD shall be denominated in Indian Rupees only. No interest will be payable to the Bidder on the amount of the EMD.
- c) The EMD shall be submitted in a separately sealed envelope subscribed as Envelope 'A': "EMD for BID" as mentioned in this section. The Envelope will also have Bidders (Company's) name. Bids submitted without adequate EMD will be liable for rejection.
- d) Unsuccessful Bidder's EMD will be returned to the unsuccessful bidder within 15 (Fifteen) days from the date of opening of the financial bid.
- e) In case of successful bidder, **EMD will be returned, without interest, after completion of Go-Live.**
- f) The bidder shall submit the Demand Draft from the bidders own banks account and the EMD shall be non-transferable.
- g) The EMD may be forfeited
 - If a Bidder withdraws the bid or amends the bid in anyway or increases the quoted prices during the period of bid validity or its extended period, if any;
 - In case of a successful bidder, fails to sign the Contract or to furnish Performance Bank Guarantee within specified time i.e. 15 (Fifteen) days from the date of acceptance in accordance with the format given in the RFP.
 - During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.

The decision of the AAICLAS regarding forfeiture of the Bid Security shall be final & and binding upon bidders.

- During the bid process, if any information is found false/ fraudulent then AAICLAS shall reject the bid and if necessary initiate action.

13. Language of Bids

This bid should be submitted in English language only.

14. Bid Submission Format

The entire proposal shall be submitted strictly as per the format specified in this Request for Proposal. Bids with deviation from this format shall be rejected.

15. Submission of Bids

The bids submitted by the Bidder shall comprise of the following:

A) EMD

The bidder shall submit the EMD in Envelope ‘A’ and super scribe on the sealed envelope “Envelope ‘A’: EMD for Bid” along with the Bidder Name, Address and contact details and date, time, tender number.

B) Technical Bid (The Bidder shall upload all the required documents in the e-Tender portal listed in checklist mentioned in section 38.9)

The bidder shall upload the compliance table, eligibility criteria documents, all forms as mentioned in the annexure except the financial bid/proposal.

C) Financial Bid

The bidder shall upload & submit the Financial Proposal in e-Tender portal within the given template. The template sample is shown in annexure.

The bid should be a complete document and should be page numbered, indexed and bound as single set. The document should be page numbered and appropriately flagged and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid. Bids sent by Telex/Telegraphic/Tele-fax Post/ courier bids will be rejected.

16. Late Bids and Bid Validity Period

Any Bid received by AAICLAS after the deadline for submission of Bids shall be declared late and will be rejected, and returned unopened to the Bidder at the discretion of AAICLAS. The validity of the bids submitted in time shall be till 180 days from the date of opening of the Financial Bid.

17. Bid Opening

- i Envelope containing EMD shall be opened initially and if the EMD is as per the criteria. Technical Bid for qualified bidders shall be opened.
- ii Technical Bid in the e-Tender shall be opened in the presence of Bidder/ representatives of bidder who choose to attend, at the address, date and time specified in the RFP.
- iii Financial Proposal will remain unopened in e-Tender and will be held in custody of AAICLAS until the time of opening of the Financial Bid.
- iv At the end of the evaluation of the Technical Proposals, AAICLAS shall invite bidders who have qualified for the opening of the Financial Bid in e-Tender. The date, time, and location of the opening of Financial Proposals will be informed by AAICLAS.

18. Evaluation Process

19.1 Bid Evaluation Committee

- The Bid Evaluation Committee constituted by the AAICLAS shall evaluate the bids
- The Bid Evaluation Committee shall evaluate the Technical and Financial bids and submit its recommendation to Competent Authority whose decision shall be final

19.2 Eligibility Criteria

The bidder shall fulfil all of the following eligibility criteria:

SL No.	Eligibility Criteria	Supporting Document to be furnished	Compliance (Y/N)
1	The Bidder should be registered under the Partnership Act or Companies, 1956. And Should have registered office in India for at least last 5 years as on date of submission of the bid	Certificate of Incorporation/Registration, Along with GST Certification that has the GST Number	
2	The average turnover of the bidder during last 3 financial year (2016-17, 2017-18 and 2018-19) shall not be less than Rs. Five Crore only (5 Crores Only).	Certified Statement from the current Statutory Auditors of the bidder.	
3	The Bidder must have completed 3 assignments of bilingual/multilingual websites/portals/web applications development in a State Govt/Central Govt/Public Sector/Semi Govt. with a value of minimum INR 15 Lacs or above.	Copy of work order and completion certificate should be attached.	
4	Bidder should have min 30 or more Full Time Technical Manpower with necessary skillset as per the requirement of website on bidder's own Payroll and The proposed team working on this project shall be MCA/B.E/BTech/BCA/ with exp of min ≥ 3 years in web development.	Certificate of list of proposed team with qualification & Exp from the current authorized signatory of the Company.	

Note: The Bidder needs to upload the Eligibility Criteria documents in e-Tender with mentioning the Compliance Status in respect of eligibility criteria in the above mentioned format along with the bid documents. The Technical & Commercial proposals of such bidders will be opened, who fulfil Eligibility Criteria as mentioned above.

19. Process of Evaluation

- i. Bidders who qualify on EMD Part shall be considered for further Technical evaluation.
- ii. Bidder shall be evaluated as per eligibility criteria. The bidders who fulfil all the eligibility criteria will qualify for further Technical Evaluation.
- iii. Bidders scoring 70 marks or above in technical evaluation will be considered to be eligible for financial evaluation.
- iv. The final evaluation for selecting the bidders will be based on the criteria mentioned in section 20.2 below.
- v. The Bid Evaluation Committee reserves the right to accept or reject any or all bids without giving any reasons thereof.

20.1 Technical Criteria

Only those bidders whose score is 70 or above will qualify for further evaluation of Financial Bid. Bidders whose score is less <70 shall be disqualified & Financial bid shall not be opened for these bidders.

Revamping (Design, Development, Testing, Hosting, Implementation, Training & Maintenance) of AAICLAS Website

Sno	Technical Evaluation Criteria	Points
A	Relevant Experience – Submit the Work Order/Work Completion Copies	20
1	Bidder should have developed and maintained minimum 3 (Three) bi-lingual/multi-lingual Websites/Web Portals/We Applications for Govt./Semi Govt/Public Sector company.	10
	a. More than 8 Projects (minimum 5 websites)	10
	b. 6-8 Projects (minimum 3 websites)	8
	c. 2-5 Projects (minimum 2 websites)	5
	d. 1 Project	2
2	Bidder should have developed and maintained minimum 3 (Three) bi-lingual/ multi-lingual websites/web portals/web applications for Private sector company .	
	e. More than 8 Projects (minimum 5 websites)	10
	f. 6-8 Projects (minimum 3 websites)	8
	g. 2-5 Projects (minimum 2 websites)	5
	h. 1 Project	2
B	Company Profile – Submit the Company Registration Document	30
1	Bidder should be registered under the Partnership Act or Companies Act, 1956 and should have registered offices in India & should be in existence in India as on bid submission Date.	10
	i. >= 10 years	10
	j. 5 - 9 years	8
	k. 1 – 4 years	5
2	Bidder should have turn-over of minimum Rs. 5 Crore during the last three financial years (2016-17,2017-18,2018-19 (Submit the turnover certificate)	10
	l. More than 10 Crore	10
	m. 5 Crore – 10 Crore	8
3	The bidder must have a minimum strength of 30 or more IT / software professionals / domain experts on their permanent rolls. (Submit the list of resources dully signed by HR Head/MD/Director)	10
	n. More than 100 Resource	10
	o. 50 – 100 Resources	8
	p. 30 – < 50 Resources	6
	q. Less than 30	2
C	Certifications – Submit the Certification Document	10
	r. CMMi Level 3 or Above	10
	s. No CMMi Level Certification	5
D	Experience of Security Audit of the Govt websites (Submit the Security Audit Completion Letters/Documents)	10
1	t. Executed/Completed Security Audit for >=4 Govt. websites	10
2	u. Executed/Completed Security Audit for 1 to <4 Govt. websites	6
E	Support Team Office/Facility in Delhi (Submit the letter of signed by Director/MD/CEO/COO)	10
1	v. Bidder having office in Delhi/NCR	10
2	w. Bidder not having office in Delhi/NCR	8
F	Technical Presentations	20
1	Understanding of Scope of Work	1
2	Solution Deployment Architecture	2
3	Approach, Methodology & Project Plan	2
4	Security Audit & Quality and Security Assurance Plan	2
5	Post Implementation Plan	2
6	Project Experience Profile	2
7	Training Plan	1
8	Adherence to SLA, Monitoring & Review Framework	2
9	Content Management Process Document	2
10	Testing Strategy	2
11	Understanding of GIGW Guidelines & Government of India e-Gov. Standards & Policies by Bidder	2
	TOTAL	100

20.2 Financial Bid Evaluation

Technical Score (X):

The Scoring of the Technical Proposal will be done on the basis of Technical Evaluation criteria given above in clause Only those Bidders who have secured Technical Score of 70 under Evaluation Criteria shall be declared as qualified for opening their 'Financial Bids'.

Financial Score (Y):

The bidders shall submit their quote as per the format provided at Schedule B (Financial Bid form). The Financial proposals shall be evaluated on the basis of total lump sum charges offered by the bidder to AAICLAS for the duration of this project. Any monetary figure in decimal shall be rounded off to the nearest INR.

Financial scores for each bidder will be calculated through normalization process where the bidder with the lowest bid will be given 100 and scores of all other bidders will be normalized against this. For example (with sample representative figures) – If A is the lowest bidder who has bid Rs 2 lakhs and B and C are the other 2 bidders with bids of Rs 6 lakhs (higher than A) and Rs 8 lakhs (Higher than B), normalized scores of A will be taken as 100, B will be taken as $(100 \times 2/6 = 33.3)$ and C will be taken as $(100 \times 2/8 = 25)$

Composite Score of the Bidders:

Composite score of the Bidders for the bid shall be worked out as under

Bidder	Technical Score (X)	Financial Score (Y)	Weighted Technical Score (70% of X)	Weighted Financial Score (30% of Y)	Composite Score
A	B	C	D	E	F= (D+E)

AAICLAS shall evaluate Financial Bid of eligible bidders. If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be rejected. The formula shall be used for the calculation of financial score as mentioned below;

20.3 Award Criteria

AAICLAS shall preferably award the Contract to the Bidder scoring highest marks. The formula shall be used for the calculation of final score as mentioned below;

Final Score (S) = Technical Score X Technical Weighting (0.7) + Financial Score X Financial Weighting (0.3)

20. Performance Bank Guarantee (PBG)

- i. The Bidder shall at his own expense, deposit with department, within Fifteen (15) days of the date of issue of Letter of Acceptance or prior to signing of the contract, whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized Bank acceptable to department, payable on demand, for the due performance and fulfilment of the contract by the bidder.
- ii. **This Performance Bank Guarantee will be for an amount equivalent to 10% of contract value. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.**
- iii. The Performance Bank Guarantee should be valid for the period of 180 days from the date of work order and should be in the format prescribed in the tender.
- iv. The Performance Bank Guarantee may be discharged/ returned by AAICLAS upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- v. AAICLAS shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

- vi. PBG submitted by bidder need to be revised/ extended, in case of delay/default on the part of agency as may be required by AAICLAS.
- vii. PBG should be encash able on demand; Bank should have no right to question the claim of AAICLAS.

21. Payment Terms and Schedule

- i. 85% of the quoted fees for the web site design & Development to be paid on Go-Live and as per performance of website as directed by AAICLAS.
- ii. Remaining 15% out of quoted fees shall be paid in 3 Equated Yearly instalments (after end of every 1 year) during 3 years of paid maintenance period.
- iii. AAICLAS will release the payment within 30 days of submission of invoice subject to Invoice and all supporting documents being in order.

22. Penalty during Design-Development Phase

- i. In case of delay in Design, Development and Go-live of Website within 4 (Months) of the issue of the work order, then a sum equivalent to half percent (0.5 %) of the total contract value shall be deducted from the payment for each days week of delay or part thereof.
- ii. Delay in excess of 6 weeks will be sufficient to cause for termination of the contract. In that case the Performance Bank Guarantee of the bidder will be forfeited.
- iii. In case, the selected bidder does not supply the ordered items/services for any reason, the bidder will be liable to pay the difference amount to the purchaser, over and above the performance guarantee, which indenter AAICLAS has to pay to the next or other selected bidder for purpose of the said items.

23. Service Level Agreement (SLA) and Penalty during Operation and Maintenance

- i. The Service Level Agreement (SLA) will stipulate 99.6% uptime of the Website. The penalty for not adhering to the SLA will be Rs 1000/- (One Thousand) for each percentage point of downtime below the SLA – the SLA percentage to be computed monthly.
- ii. In case of **absence of** maintenance support for the contents of the Website, a penalty of Rs 100 (One Hundred) per day will be levied if the support is not provided within 48 hours of the call being logged.

24. Letter of Acceptance

The Bidder whose bid has been accepted shall be notified of the award by the AAICLAS prior to the expiration of the period of validity of the proposal, by email & registered letter or by fax. The Bidder shall acknowledge in writing, the receipt of the Letter of Acceptance and shall send his acceptance to enter into the Contract within 15 (fifteen) days from the receipt of the Letter of Acceptance.

25. Force Majeure

The Bidder shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Bidder. Such events may include, but not be limited to, acts of AAICLAS in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. If a Force Majeure situation arises, the Bidder shall promptly notify AAICLAS in writing of such condition and the cause thereof. Unless otherwise directed by AAICLAS in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26. Non-Disclosure Agreement (NDA)

Successful bidder has to sign the Non- Disclosure Agreement (Refer Annexure's) with AAICLAS.

3 Scope of Work

27. Scope of Work

The corporate Website of AAI Cargo Logistics & Allied Services Limited(AAICLAS), New Delhi currently hosted and managed by an outsourced agency which is registered under domain name – <https://AAICLAS.aero>. AAICLAS wants to revamp the existing website and migrate to **its** domain and get it hosted on a dedicated server within India as mandated by MieTY till such time AAICLAS establishes its own functional Data Centre. The initial activities would be understanding and evaluation of the current setup including AAICLAS’s existing processes, platforms, and applications in relation to the current corporate Website. This would involve redesigning and revamping the existing AAICLAS website with corporate theme design following the latest web trends including migration of information of existing pages, restructure overall content with proper tagging to make them screen reader friendly. Any applications working under this existing website will be continued further with better response time and with more efficiency in new website.

AAICLAS reserved the right to amend/ add/ delete/ edit any of the following items of the scope of work at the cost of the bidder which shall be binding on the bidder.

The objective of the Website is to ensure the following:

- Providing easy, anywhere and anytime access to all the stake holders
- Stake holders would be general public, freighters, shippers, airline staff, cargo staff, AAICLAS, AAI, MOCA Staff, cargo handlers, cargo agents, custom staff etc.
- Providing easy, anywhere and anytime access to all the services of AAICLAS
- Providing the contact detail of AAICLAS.
- Publishing day to day content using user friendly content management tool.
- Providing the status of various projects undertaken by AAICLAS
- Providing facility to publish daily rates.
- To have a platform of interaction between AAICLAS and stakeholders at large.
- Providing facility to publish new contents, policy changes, information etc

28.1 Components

The project shall be implemented within a period of maximum 120 days or earlier and it shall be followed by Maintenance phase of 3 years from the date of Go-live. The broad components of the project are as follows:

- Design and Development of Website- maximum 120 days (One hundred twenty day)
- SRS Document, Wireframes, Content Management Policy
- Content Management, Operation and Maintenance- 3 years after Website is live
- SSL Certificate for 3 Years (Perpetual/Transferable) once our DC is established.
- Website Security Audit as mandated by Govt.
- Hosting of website for 3 Years (would be extended yearly till such time AAICLAS DC is available) on an MieTY approved empanelled cloud vendors.
- Development of webforms & Database for Issue Management, Asset Management, Office Administration Management, MIS Data collection. The design of the form would be jointly finalized during the SRS process. Forms would be made available to employee only as a separate secured employee login.
- Development of any other application/s that is existing in the old website (Only if required, this may be required only for the interim period till the New ICMS product is live). We should be able to disable this application if required.
- Training to group of users
-

28.2 Design and Development of Website

28.2.1 Planning

Within one week from work order issued, the selected agency shall submit a detail project plan including the following:

- a. Project Organization and Management Plan
- b. Design and Development plan
- c. Pre-commissioning, Operational and User Acceptance Testing Plan
- d. Delivery and Installation Plan
- e. Training Plan
- f. Risk Management Plan
- g. Operations and management plan
- h. Task, Time, and Resource Schedules
- i. Technical Support Plan

28.2.2 Scope of Content

AAICLAS Website will be the primary source of information for the customers, Citizens and other stakeholders. It is thus important that comprehensive, correct and up to date information is made available over the Website. AAICLAS Website will have following type of contents.

A) Primary Content

Primary content shall be original content that is sought by target audience of the website which could be citizens, business community, overseas citizens or other government departments or even government employees.

This will include information about the department, various schemes & programs of the department, documents, form however not limited to these only. The high level tentative inclusions in this section would be as below (It is subject to change & the same needs to finalized during the planning and study phase):

- About Us - All information about the department, useful for the citizen and other stakeholders, is present in the "About Us" section and mechanism is in place to keep the information up to date
- Profile of Sector/Region
- Projects & Schemes - The complete title of the Scheme is reflected; Website provides a complete description of the scheme along with the procedure for obtaining the associated benefits. The validity of the scheme has been mentioned
- Services, Application forms, Act and Rules, Documents
- Circular/Notifications, Tenders & Notices, Recruitment
- News and Press Releases
- Contact details and any other pages as required.
- The bidder should prepare a content management and change request process for AAICLAS
- The bidder should provide a web based content change request form that would be filled and submitted by the single point of contact with AAICLAS.

The information shall be collected by the successful bidder from various officers of the AAICLAS and AAICLAS will provide support accordingly.

B) Secondary Content

The high level tentative inclusions in this section would be as below (It is subject to change & the same needs to be finalized during the planning and study phase):

Secondary content is generated from the assortment, packaging of primary content to suit the requirement of different audience, events and occasions examples of such content are advertisements/banners/spotlight/media gallery/related sites.

- Usage Policy
- Events and Announcement
- Related links
- Spot light

Mechanism is in place to ensure that all out-dated announcements are removed from the website or moved to archive.

C) Tertiary content

Information about the 'primary' and 'secondary' content forms a part of the tertiary content. This includes:

- About the site
- Navigation aids sections such as online help, Site map, Search
- Terms and Conditions with respect to usage of content on the site
- User Feedback
- Help
- Disclaimers and Policies
- Accessibility Statement

28.2.3 General Requirements

Services: AAICLAS envisages providing multiple services to the stakeholders through the portal.

These will include:

Search: Citizen and Website users should be able to search within Website. The Website should provide metadata and 'full text search' based on search functionality. For providing search functionality the Website should comply within defined processes for defining metadata, managing metadata schema changes and master data changes. Search must allow the archived content to be included (or excluded). Advanced search facility based on multiple filters should be provided. Search option should be bilingual.

1. **Content Management:** Content Management Module - AAICLAS user shall be able to upload the Content such as Photo, News, Contact detail etc. on website. Contents must be in Unicode format. Content Management System should have following features or capabilities:

RFP for Revamping, Development and Maintenance of AAICLAS Website

- a. Content Authoring , Publishing, Delivery, Content Storage Management, Content exit & Archival
- b. The vendor will work in consultation with AAICLAS, New Delhi for maintenance of the website and carrying out all activities mentioned in the scope.
- c. The vendor shall have expertise producing and managing content (including text, graphics, multimedia, 2D/3D animation if any, web applications, new & development software etc.).
- d. Should have preconfigured generic templates and workflows for the content management**
- e. Distributed authorship of website content across divisions
- f. The site is a descriptive website with rich information about AAICLAS, its services, prices, media corner, recruitment announcements, financial performance, etc. enabling a two-way dialogue with visitors.
- g. The site will have aesthetic look.**
- h. Maintenance and updating the website, on regular basis shall include any further redesign and addition of pages (Graphical, Text and Flash), digitization and internet coding of video clippings and uploading the same, uploading of photo gallery, addition of new features and any other additional work of minor nature required to be done during the whole contract period.**
- i. Vendor to submit five (5) design options for the homepage within 15 business days of the issue of work order. Revisions to be carried out within 7 days after receiving comments from AAICLAS.**
- j. Website should be flexible enough to accommodate any of these changes immediately.
- k. Where necessary, databases will be created and maintained. For example: (not limited to) databases for Search keywords, registered users, e-mail databases, products with specifications, export enquiries, vigilance complaints etc.
- l. The site has content on national and international features/articles/news items pertaining to the steel sector. The site is updated daily on real-time basis.
- m. Separation of content from presentation, which allows authors to focus on content rather than web design
- n. Management of revision, approval, publishing and archiving processes in an easy and automated manner
- o. The bidder shall Integrate social media services in the website design. Integrating with the three preferred most popular social media services on website: Twitter, Facebook and Google+.
- p. Centralised template management for consistency within website
- q. Facilitated metadata generation and management which enables effective content discovery
- r. Content storage management of all types of content; text graphic, audio, video etc.
- s. In context contribution, purview, updates and approvals
- t. Email notifications for automated content edits and reviews
- u. Native content conversion to web formats
- v. Both dynamic and scheduled publishing models
- w. CMS should be able to generate content feeds
- x. CMS should be able to be integrated with any workflow systems, which supports e-forms.

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- 2. Feedback:** The Website should have options for filling the feedback form online. Necessary field such as contact detail i.e. Name, address, City, Pin code, State, e-mail, Phone no. & Comment Box should be available. It should be Bilingual, Printable with Logo & as a letter head, e mail facility, Report generated.
- 3. Website Front:** The Website shall allow choice of themes, skins, pages and page layout. The bidder shall pre-configure the portlets to integrate with the back-end systems and if required, made available the portlets in the portlets catalogue for end users selection. Allow administrator and authorized users to create and deploy portlets and share portlets with other users

28.2.4 Technical Requirements

1. Website should run independent of IP Address. i.e. IP Addresses should be not be hard coded in the source code/configuration.
2. Website should be IPv6 compliant.
3. Website should be able to open as below. For example:
 - a. <https://www.AAICLAS.aero>
4. Website should be running on SSL i.e. http request should automatically get redirected to https
5. AAICLAS website should be hosted Govt. approved hosting provider/cloud vendor/DC. The vendor must ensure that the service is both reliable and fast with good response time. The following minimum specifications shall be ensured:
 - Network : Redundant Router Availability
 - Database: Open source Database(Example-MySQL/Postgres)
 - IDE : PHP/.Net/WordPress etc
 - CMS : Drupal or any other user friendly open source tool/software/product
 - Bandwidth : 50Mbps to 100Mbps
 - Security:
 - Dedicated Firewall
 - Installed Antivirus Software
 - SSL Secure (128 bit) Class III
 - Certificate with EV (Extended Validation)
 - Backup: Secured, Physically Separate, Storage on site Nightly backups no data loss
 - Recovery Time : Maximum One Hour
 - Monitoring : 24 x 7 x 365
 - Affordable Downtime : An uptime of 99.6% to be assured
6. Website should be compatible to run on multi server environment for load sharing
7. Website should be compatible for accessibility from any device, any Operating System and Any Browser.

RFP for Revamping, Development and Maintenance of AAICLAS Website

8. Downloadable/interactive forms/documents will be available from the site in the form of Pdf format (with adequate features/file protection) with print option.
9. Wherever communications have to be access-controlled, adequate security and precautions will be built into the system with ID/Password (single sign on) etc.
- 10. The site should work as normal with entire range of browsers, i.e. Internet Explorer, Google Chrome, Firefox, Netscape, Mozilla.**
11. The bidder should make website pages to have liquid layout such that web site pages adjust to the resolution of a computer monitor.
12. Query handling will be installed with auto response.
13. The website will be so designed as to allow for future up-scaling.
- 14. Download time per page will generally be less than 2-4 sec/page.**
- 15. It is essential that AAICLAS website designed and developed by the bidder is mobile friendly so that the stakeholders, clients and prospects can easily browse and find information regardless of what type of device (phone, tablet, desktop, etc) they are using.**
16. While designing & developing the website the bidder should consider Search Engine Optimization (SEO) best practices for structuring the URLs, web content (H1tags, meta descriptions, document name, page title tags etc.) when creating web pages.
17. The bidder has to ensure that the design and Re-Development team are experienced and have the required expertise in optimizing the speed AAICLAS website.
- 18. It is imperative to get the best performance for the AAICLAS website and should not be ignored. The bidders design and Development team should implement all the best practices as an integral part of the web design & Development workflow.**
- 19. Platform used for Website such as OS (Windows/Linux), DB (MySQL/Postgres), HTML, CSS, PHP/.Net/Wordpress, etc. software should be minimum N-1 where N is the latest version prevailing.**
- 20. Intellectual Property Rights(IPR) should be with the AAICLAS**
- 21. CAPTCHA should be made available for login**
- 22. CAPTCHA should be present for web pages with form field such as feedback form, registration form etc.**
- 23. Logging to be enabled for Web Server / DB Server.**

24. Password should not be hardcoded in any website configuration files or stored in plain text. Passwords should be properly hashed and salted to reduce the effectiveness of password cracking

25. Website should be bilingual (English/Hindi)

26. Website should be in compliance with:

- e-Governance Standards of Government of India :
 1. Technical Standards for Interoperability Framework for eGovernance (IFEG) in India Version 1.0
 2. W3C Standards
 3. Guidelines of Indian Government Website (GIGW)

27. Website should be in compliance with:

- Be able to operate on various Operating Systems like Windows, UNIX, LINUX, etc.
- The pages should be printer friendly i.e. all the pages shall be displayed and printed upon demand by user
- To improve the experience of the Web on mobile devices and other handheld devices like iPad, tablets etc. the website needs to be developed with “One Web” concept.
- (One Web means making, as far as is reasonable, the same information and services available to users irrespective of the device they are using)

28. The proposed solution to have ability for social media integration i.e. Facebook, LinkedIn, Twitter and YouTube, etc.

28.2.5 Security Audit:

- Website to be Security Audited by the Cert-In empanelled Security Auditors or Government of India/CERT-IN empanelled Security Auditors. Cost for Security Audit of website should be part of the proposal as cost of the same will be borne by bidder
- Any vulnerability found during the security audit, bidder has to close the same accordingly and ensure complete security audit done successfully

28.2.6 Hosting and Server Maintenance

- The Bidder will be responsible to Host AAICLAS website in the Govt/MieTY approved hosting provider/cloud vendor for the contract period of 3 year and further extended on yearly basis in the same terms , cost and conditions only if required. The bidder shall bid for the hosting charges for 3 **year** only. The bidder would be required to migrate the website onto AAICLAS Data Centre once its ready and live in next 1-2 yrs.
- It will be whenever necessary and will be maintained totally, ensuring uptime of 99.6%. The performance of the vendor shall be reviewed prior to completion of every month. The Bidder has to send the monthly uptime report to AAICLAS. In case of any shortfall in performance, AAICLAS will reserve the right to act as per penalty clause defined in the contract, consistent non-compliance of the uptime requirement may lead to closure of the contract.
- The Vendor/Bidder shall host and maintain the AAICLAS website, along with all its current functionalities, and incorporate other changes as provided in this document, and as will be communicated to them from time to time.
- The portal should be hosted on a dedicated secured space in server installed in India as per the latest guidelines issued by CERT-In & Dept of IT, available in www.cert-in.org.in. The dedicated server space should host only the AAICLAS Corporate website.
- The vendor shall ensure that AAICLAS's website is fully secured by necessary fire-walls, security devices, antivirus etc., for protection against DDOS, intrusion, hacking, defacing, virus, spam, etc. In case of hacking, the executing agency need to comply to the following:
 - Implement code and database hardening procedures along with timely application of web servers patches.
 - Restore the website and remove the redirection.
- AAICLAS will provide all necessary administrative support to team.
- Bidder to host the website, do the security audit and to migrate to AAICLAS Data Centre once its established.

28.2.6 Development of Internal web-forms for employees only

- The bidder will develop simple web-forms with their respective database and reports for the below requirements which will be accessed only by AAICLAS employees through employee login:
 - IT (Hardware & Software) Asset Management Form
 - IT & Non IT Issues Register
 - IT/Non IT Procurement Request Form
 - Office Admin (Conf Room Booking, Office Car Booking, Visiting Card, Travel Request)
 - AAICLAS Internal MIS Data collection form/excel sheet with predefined MIS format/graphics report.

28.2.7 Other Important Requirements

- Detailed CVs of the developer needs to be shared by the bidder company prior to starting the Re-Development of the website
- Intellectual Property Rights (IPR) of the source code will vest solely with the AAICLAS Ltd. However, such a system will not be allowed to be misused by quoting same software to other customers/departments.
- The vendor will provide reports, vital statistics and analysis on the website on a monthly basis and the same should be made available for download/view on the website itself. The important report types should be finalized during the SRS stage by bidder and AAICLAS. The vendor will generate monthly login reports of the site consisting of the following information and forward the same to the coordinators of the AAICLAS IT/Admin Department
- The Initial list of reports needed by AAICLAS are listed below (The list is subject to change or extend):
 - ✓ Total No. of hits: for the website in toto, and also for each of the links displayed on home page, including top and bottom links
 - ✓ Page-wise breakup of hits: Vendor to provide URLs of 50 pages receiving maximum hits and all pages receiving no hits
 - ✓ Pages visited maximum time – Top 50
 - ✓ Pages visited minimum time – Lowest 50
 - ✓ Reports in Bar/ Graph/ Chart format where required
 - ✓ Disk Usage and bandwidth Usage (from Internet Service Provider)
 - ✓ Downtime/ Uptime Report of Website
- Prints of such reports to be submitted along with the quarterly maintenance and hosting invoice.
- The vendor will provide a well-defined escalation matrix to spell out escalation of issues to resolve matters.
- The website developed should be complied by the developer for GIGW compliance and address Top-10 vulnerabilities as per Open Web Application Security Project (OWASP)
- The Bidder should provide the GIGW compliance certification & Security Audit Certificate to AAICLAS.
- Final Source code along with detailed documentation and IPR is to be transferred to AAICLAS.

28.2.8 Inspection and Testing

The inspection of installation of services shall be carried out to check whether the services are in conformity with the mentioned in the tender. The bidder will test all operations and accomplish all adjustments (tuning) necessary for successful and continuous operation of the systems to the satisfaction of the AAICLAS.

The project will be treated as “complete” only if:

- UAT is completed. AAICLAS will nominate set of users to perform the UAT of the site. The UAT would be considered as complete only when all the assigned users certify and signoff the UAT.
- Handover to the Department is completed

28. Resources deployed at the bidders end for this project

With regard to the personnel/s deployed by vendor to carry out each of the project phases like Development/Re-Development, Maintenance, Content Management, Hosting, the vendor/bidder must note:

- The Bidder will assign a single point of responsibility contact person to coordinate with the various units/locations of AAICLAS for the relevant content and other material for hosting on the website and also to coordinate with the officer(s) of AAICLAS nominated for the coordination job.
- The Bidder will ensure that the personnel/s assigned for the project possess the requisite technical skills in the relevant areas as referred in several places in this document and as per the requirement of the scope of the job. The personnel should be on the rolls of the vendor.
- Bidder at his end as a part of the project development/development has to deploy a project lead with previous experience in handling similar sites for overseeing the job.
- The bidder should ensure that a Graphic Designer is available to carry out changes suggested by AAICLAS as and when needed.
- The Bidder should provide one point contact and a defined content change/delete/add form and a process to perform the ongoing content management.

29. Operational Acceptance

Successful completion of the contract will be gauged through a series of formal acceptance tests performed on all aspects of the system/sub systems:

- Bidder must host the services from its own testing server in Development and testing phase
- The integration (if any) should be completed before the official launch of the application
- In the Go-live phase, Bidder will have to manage and roll out a beta stage where the system will be made available and restricted only to the users in the department through an appropriate mechanism on the web, and conduct user acceptance testing of the System based on test cases developed by the Bidder in consultation with AAICLAS and validated by AAICLAS. Based on the test results, required changes will be carried out and tested. Post this, AAICLAS Website will be officially launched and operational acceptance will be complete

The Successful bidder must agree to above criteria for complete system acceptance and further agrees that:

- It will provide without additional charge to AAICLAS and in a timely manner, all reasonable requests (additional services and products not identified and accounted within the proposal as may be necessary to correct all problems which are preventing acceptance).
- In order to accept the system, AAICLAS must be satisfied that all of the work has been completed and delivered to AAICLAS's complete satisfaction and that all aspects of the system perform acceptably. The functional/logical acceptance of the system will only be certified when the proposed system is installed and configured according to the design and that all the detailed procedures of operating them have been carried out by the Bidder in the presence of AAICLAS staff

30. Operations and Maintenance

The Successful bidder shall maintain and support the supplied software (Website) for a period of 3 years after the successful operational acceptance.

The Operation and Maintenance will consist of;

- Resolution of errors/bugs (if any), software updates, changes in the software that may be necessary due to legal/statutory changes etc.
- Restarting of server and website as required
- Providing all software updates and patches released by the OEM, update and patch management, resolution of any issues/problems with the software etc.
- Deploy adequate facilities management personnel to maintain the Website as per the service level requirements
- Periodically update and insert static pages/contents as per AAICLAS's directives.
- Manage & Oversee Uptime, SLAs at all times.
- Send periodic Alert information/messages on website/whatsapp to the few management defined group of AAICLAS users in case of uptime/availability/maintenance issues that may be current/foreseen/planned.
- Successful bidder shall provide a dedicated project manager/lead (though not required to be deployed full time) during the period of the contract that should be present for discussions, issue resolution, important meetings and should act as one point contact for AAICLAS

No extra cost shall be remunerated by AAICLAS on account of such maintenance activities mentioned herein above.

31. Documentation

The project team shall provide the following documentations in hard as well as soft copies:

- Detail Project Plan
- Fortnightly progress reports
- System Requirement Specification (SRS) document containing detailed requirement capture and analysis including functional requirement, Interface Specifications, application security requirement
- Wire Frames
- Complete Source Code with required documentation.
- Test Plans and Test Cases
- Training Manuals and literature
- Systems Administration Manuals
- Content Management Plan (Procedure for regular content management)
- Website User manuals
- Security policy and procedure

32. Training

The successful bidder shall provide the following trainings;

- a) Overview of the website and Online forms to all the departmental users
- b) A detailed technical demonstration to the IT team on website administration
- c) Training on content management process/procedure as defined.

33. Copyright

Any software, hardware, data, awards, certificates, patent, etc. shall be absolute property of AAICLAS. The Successful bidder will transfer to the AAICLAS all Intellectual Property Rights in the Software developed. The bidder shall relinquish to the AAICLAS source code of the developed Website within Five (5) days from the date of acceptance of the system and after end of every year. The source code supplied to the AAICLAS shall at all times be a complete, accurate, and up-to-date copy corresponding exactly to the current production release of the software.

34. Place of Performance

The Successful bidder shall perform a majority of the work at its own facility. The bidder shall be required to meet at the AAICLAS's facility once per week (day and time TBD) for a weekly status meeting. Additionally, all project reviews will be held at the AAICLAS's facility and attended by the bidder. AAICLAS shall provide and arrange for meeting spaces within its facility for all required bidder meetings. Once the project reaches the training phase, all training shall be conducted at the AAICLAS's facility.

35. Delivery Schedules :

S. No.	Milestone	Timelines
		T = Date of work order
1	Preparation of SRS –study report with 7 sample home page/landing page	T1 = T + 20 Days
2	Wire Frames & Content mgmt. process	T2 = T1+15 Days
3	Website Design and Development	T3 = T2 + 45 Days
4	Security Audit	T3 = T2 + 25 Days
5	UAT and Go Live of Website	T4 = T3 + 15 Days

36. Settlement of Disputes :

If a dispute of any kind whatsoever arises between the AAICLAS/ and the Contractor in connection with, or arising out of the Contract or the execution of the works, whether during the execution of the Works or after their completion and whether before or after repudiation or after termination of the contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Project Manager or his nominee, the matter in dispute shall, in first place be referred to the CEO, AAICLAS. He shall activate the dispute resolution mechanism to resolve the dispute in question. Any party may invoke arbitration clause, if dispute in question is not settled by the Dispute resolution mechanism.

Unless the Contract has already been repudiated or terminated or frustrated the Contractor shall in every case, continue to proceed with the works with all due diligence and the Contractor and AAICLAS shall give effect forthwith to every decision of the Project Manager or his nominee unless and until the same shall be revised, as hereinafter provided, by the Dispute Resolution Mechanism or in an Arbitral Award.

37. Arbitration and Law :

Except where otherwise provided for in the contract, all questions and disputes relating to the provisions of this contract shall be settled under the Rules of Indian Arbitration and Conciliation (Amendment) Act, 2015, within thirty (30) days (or such longer period as may be mutually agreed upon from the date that either party notifies in writing that such dispute or disagreement exists. The single Arbitrator for settlement of any dispute with regard to this contract shall be appointed by the CEO, AAICLAS. The venue of Arbitration shall be New Delhi, India. The arbitration resolution shall be final and binding upon the parties and judgment may be entered thereon, upon the application of either party, by any court having jurisdiction. Indian laws shall govern this contract.

38. Limitation of the Bidder's Liability towards the Purchaser

Except in case of gross negligence or wilful misconduct on the part of the Bidder or on the part of any person or company acting on behalf of the Bidder in carrying out the Services, the Bidder, with respect to damage caused by the Bidder to Purchaser's property, shall not be liable to purchaser.

For any indirect or consequential loss or damage; and

For any direct loss or damage that exceeds (A) the total payments payable under his contract to the Bidder hereunder, or (B) the proceeds the Bidder may be entitled to receive from any insurance maintained by the Bidder to cover such a liability, whichever of (A) or (B) is higher.

This limitation of liability shall not affect the Bidder liability, if any, for damage to Third Parties caused by the Bidder or any person or firm/company acting on behalf of the Bidder in carrying out the Services.

40. Indemnity

The Bidder will indemnify the Purchaser from and against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware/manpower etc. and related services or any part thereof. Purchaser/User department stand indemnified from any claims that the hired manpower / Bidder's manpower may opt to have towards the discharge of their duties in the fulfilment of the purchase orders. Purchaser/User department also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower / Bidder's manpower while discharging their duty towards fulfilment of the purchase orders.

The Bidder shall execute and furnish to the Purchaser, a Deed of Indemnity in favour of the Purchaser in a form and manner acceptable to the Purchaser, indemnifying the Purchaser from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:

Any negligence or wrongful act or omission by the Bidder or the Bidder's Team or any third party in connection with or incidental to this Contract; or

Any breach of any of the terms of the Bidder's Bid as agreed, the Tender and this Contract by the Bidder, the Bidder's Team or any third party.

The indemnity shall be to the extent of 100% in favor of the Purchaser and would be in conjunction To as mentioned in RFP of this section.

41. Confidentiality

The Bidder shall not use Confidential Information, the webpages, images, designs selected by AAICLAS, the name or the logo of the Purchaser except for the purposes of providing the Service as specified under this contract. The Bidder shall not, either during the term or after expiration of this Contract, disclose any proprietary or confidential information relating to the Services, Contract or the hardware architecture or network architecture, Purchaser's business or operations without the prior written consent of the Purchaser.

The Bidder shall sign a Non-Disclosure Agreement (NDA) with the Purchaser. The Bidder and its antecedents shall be bound by the NDA. The Bidder will be held responsible for any breach of the NDA by its antecedents or delegates.

4 Annexure & Forms

RFP for Revamping, Development and Maintenance of AAICLAS Website

38.1 Form 1: Covering letter for RFP acceptance & proposal submission response

(To be submitted on the Letterhead of the bidder)

{Place}

{Date}

To,
Chief Executive Officer,
AAI Cargo Logistics and Allied Services Company Ltd.
(A 100% AAI Subsidiary)
AAICLAS Complex,
Delhi Flying Club Road, Safdarjung Airport
New Delhi 110003, India
Ref: RFP Notification no:

Subject: Submission of proposal in response to the RFP for “Revamping/Development and Maintenance of AAICLAS Website”.

Dear Sir,

1. Having examined the RFP document, we, the undersigned, herewith submit our proposal in response to your RFP Notification for “Revamping, Development and Maintenance of AAICLAS Website” in full conformity with the said RFP document.
2. We wish to inform you that we have read and understood the technical specification and total requirement of the above mentioned bid submitted by us on.
3. We hereby confirm that all our quoted items meet or exceed the requirement and are absolutely compliant with specifications mentioned in the bid document.
4. We also explicitly understand that all quoted items meet technical specification of the bid & that such technical specification overrides the brochures/standard literature if the same contradicts or is absent in brochures.
5. We have read the provisions of the RFP document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
6. We agree to abide by this proposal, consisting of this letter, the detailed response to the RFP and all attachments, for a period of 120 days from the date of opening of financial proposals.
7. We hereby declare that we are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment and we are not under a declaration of ineligibility/debarred/blacklisted for corrupt or fraudulent practices.
8. We hereby declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RFP.

RFP for Revamping, Development and Maintenance of AAICLAS Website

9. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.
10. We understand you are not bound to shortlist / accept any or all proposal you receive.
11. We hereby declare that information provided by us in respect of the eligibility criteria mentioned is correct as per our record.

Our correspondence details with regards to this proposal are:

Sr. No	Information	Details
1	Name of responding firm:	
2	Address of responding firm:	
3	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
4	Telephone no. of contact person:	
5	Mobile no. of contact person:	
6	E-mail address of contact person:	

Details of Demand Draft:

Date and No:

Name of Nationalized /Scheduled bank:

Amount: Rs. 1180/-

We are enclosing details of our company in the format as given in Form 2.

We hereby declare that our proposal submitted in response to this RFP is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Sincerely,

[FIRM'S NAME]

Name

Title

Signature

Date

Stamp of the Signatory

RFP for Revamping, Development and Maintenance of AAICLAS Website

38.2 Form 2: Details of Responding Bidder Firm/Company

Sr. No.	Particulars	Details to be Furnished
1	Details of Responding Firm/Company	
	Name	
	Address	
	Telephone	Fax
	Email	Website
2	Information about Responding Firm	
	Status of Firm/ Company (Public Ltd., Pvt. Ltd., etc)	
	Details of Registration (Ref eg., ROC Ref #)	Date
		Ref #
	Number of software professionals (on the rolls of the firm) providing Website Development/Development Services (excluding temporary staff)	
	Locations and addresses of offices (in India and overseas)	
	Certificates (Please attach copy) as required in the Eligibility and Technical Evaluation Criteria	

PBG Form

38.3 Form 3: Format of Performance Bank Guarantee

Whereas ----- (hereinafter called 'the Respondent') has submitted its proposal dated ----- in response to the RFP notice with file no:AAICLAS/CHQ/WS/19-20 for “Revamping, Development and Maintenance of AAICLAS Website” (hereinafter called "the Proposal") to AAICLAS.

KNOW ALL by these presents that WE ----- of ----- Having our registered office at ----- (hereinafter called "the Bank") are bound to the AAICLAS (hereinafter called "the AAICLAS") in the sum of ----- for which payment well and truly to be made to the said AAICLAS, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day of ----- 2019.

THE CONDITIONS of this obligation are:

- This Performance Bank Guarantee will be for an amount equivalent to 10% of contract value. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the Respondent
- The performance bank guarantee shall be valid till the end of 180 (One hundred eighty) days after the expiration of contract period with AAICLAS
- The Performance Bank Guarantee may be discharged/ returned by the AAICLAS upon being satisfied that there has been due performance of the obligations of the Respondent under the contract. However, no interest shall be payable on the Performance Bank Guarantee
- In the event of the Bidder being unable to service the contract for whatever reason, AAICLAS would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of department under the Contract in the matter, the proceeds of the PBG shall be payable to the AAICLAS as compensation for any loss resulting from the Respondent's failure to complete its obligations under the Contract. AAICLAS shall notify the Respondent in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Respondent is in default
- AAICLAS shall also be entitled to make recoveries from the Respondent's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement

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- We undertake to pay to the AAICLAS up to the above amount upon receipt of its first written demand, without the AAICLAS having to substantiate its demand, provided that in its demand the AAICLAS will specify that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions
- In event of any recovery by the AAICLAS from the amount of PBG, we undertake that full amount of the PBG shall remain enforce till the end of the period of validity of PBG as specified herein below.
- This guarantee will remain in force up to and including 180 (One Eighty Days) days after the expiry of period of contract, and any demand in respect thereof should reach the Bank not later than the above date. Any amendment in this context will be mutually acceptable by AAICLAS/ Bank/ Bidder

Dated the _____ day of _____ 20__

Signature

Bank Rubber Stamp

(Name) & (Official Address)

Date

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38.6 Form 4: Format of sending queries at the time of clarification.

Ref: RFP Notification

Name of the Bidder-

Contact Address of the Bidder-

Sr. No	Section No	Page No	Query

Signature:

Name of the Authorized signatory:

Company seal:

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38.7 Form 5: Format of providing experience citations for project and work completed.

Sr. No	Item	Guidelines	Attachment Ref. No for details
1	Name of the Project		
2	Date of Work Order		
3	Client Details	Name & Address	
4	Scope of Work	Provide Scope of Work: Highlight Key Result Areas expected and Achieved	
5	Contract Value	Provide particulars on Contract value assigned to each major phase and Milestone	
6	Complete Project Duration (If the project is completed)	Provide particulars on the total time taken on completion of the project including time details on various Activities	

38.4 Annexure – Guidelines for Financial Proposal

1. Unless expressly indicated, bidder shall not include any technical information regarding the services in the financial proposal.
2. Prices shall be quoted entirely in Indian Rupees.
3. No adjustment of the contract price shall be made on account of any variations in costs of labour and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract. The contract price shall be the only payment payable to the bidder for completion of the contractual obligations by the Bidder under the Contract, subject to the terms of payment specified in the contract. The price quoted would be inclusive of all taxes, duties, and charges and levies as applicable. Prices quoted shall be inclusive of supply at site, installation and commissioning. No extra payment on any account shall be admissible.
4. The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of project. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.

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38.5 Annexure-I: Details for Representative Sample Financial Proposal Template that you need to submit in the e-Tender CPP portal only.

(To be submitted in .xls format as seen in the e-Tender CPP portal)

Note:

Financial proposal should be uploaded only in the e-Tender portal the sample overview of the template would be as below:

A. Consolidated Financial Sheet (Inclusive of all taxes) [This will be used for financial evaluation]

Sl No	Description and Specification	Unit	Qty	Unit Rate	GST %	GST Amount	Grand Total
A	Revamping/Re-Development (Design, Development, Testing, Hosting, Implementation, Training and Maintenance) of AAICLAS Website						
1	Design, Development, Testing, Implementation Cost of AAICLAS Website For 3 Years as per the scope.	-	1	1			
2	AMC Charges for 3 Years (Support, Operation & Maintenance including graphics, content management etc as & when required) as per the scope.		1	1			
B	Security Audit Charges						
1	Security Audit as per CERT-IN guidelines through CERT-IN empanelled vendors preferably.	-	1	1			
C	Hosting Charges						
1	Hosting Cost for : Hosting the website in any MieTY/Govt approved Cloud/Hosting vendor in a secured dedicated Server Space. (Hosting Cost for 3 Year with all the required security profiling, backup and with SSL certificate Class 3 for 3 Year as per the scope).	-	1	1			

38.8 Annexure-II - Non-Disclosure Agreement

This Non-Disclosure Agreement ("Non-Disc") is made and entered into ____ day of ____ month ____ year (effective date) by and between _____ ("AAICLAS") and _____ ("Company").

Whereas, Department and Company have entered into an Agreement ("Agreement") _____ effective _____ for _____; and

Whereas, each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, ("CONFIDENTIAL INFORMATION").

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. **Definitions.** As used herein:

(a) The term "Confidential Information" shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to the disclosing party's data, computer database, products and/or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the Department's Information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.

(b) The term, "Department" shall include the officers, employees, agents, consultants, contractors and representatives of AAICLAS.

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(c) The term, “Company” shall include the directors, officers, employees, agents, consultants, contractors and representatives of Company, including its applicable affiliates and subsidiary companies.

Protection of Confidential Information. With respect to any Confidential Information disclosed to it or to which it has access, Company affirms that it shall:

- (a) Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein;
 - (b) Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information than the parties take to protect the confidentiality of its own proprietary and confidential information and that of its clients;
 - (c) Not to make or retain copy of any commercial or marketing plans, citizen/users/persons/customers database, Proposals developed by or originating from Department or any of the prospective clients of Department except as necessary, under prior written intimation from Department, in connection with the Project, and ensure that any such copy is immediately returned to Department even without express demand from Department to do so;
 - (d) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and
 - (e) Return to the other party, or destroy, at Department’s discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party’s engagement in the Project, or (ii) the request of the other party therefore.
 - (f) Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between Department and Company or the nature of services to be provided by the Company to the Department.
3. **Onus.** Company shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions.

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4. **Exceptions.** These restrictions as enumerated in section 1 of this Agreement shall not apply to any Confidential Information:
- (a) Which is independently developed by Company or lawfully received from another source free of restriction and without breach of this Agreement; or
 - (b) After it has become generally available to the public without breach of this Agreement by Company; or
 - (c) Which at the time of disclosure to Company was known to such party free of restriction and evidenced by documentation in such party's possession; or
 - (d) Which Department agrees in writing is free of such restrictions.
 - (e) Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;
5. **Remedies.** Company acknowledges that (a) any actual or threatened disclosure or use of the Confidential Information by Company would be a breach of this agreement and may cause immediate and irreparable harm to Department; (b) Company affirms that damages from such disclosure or use by it may be impossible to measure accurately; and (c) injury sustained by Department may be impossible to calculate and remedy fully. Therefore, Company acknowledges that in the event of such a breach, Department shall be entitled to specific performance by Company of Company's obligations contained in this Agreement. In addition Company shall indemnify Department of the actual and liquidated damages which may be demanded by Department. Moreover, Department shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Company.
6. **Need to Know.** Company shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.
7. **Intellectual Property Rights Protection.** No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.

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8. **No Conflict.** The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
9. **Authority.** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
10. **Dispute Resolution.** If any difference or dispute arises between the Department and the Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred to the CEO, AAICLAS
- (a) The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration & Conciliation Act, 1996 & amendments thereof.
 - (b) The place of arbitration shall be Delhi.
 - (c) The arbitrator's award shall be substantiated in writing and binding on the parties.
 - (d) The proceedings of arbitration shall be conducted in English language.
 - (e) The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.
11. **Governing Law.** This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at Delhi, India only.
12. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and under standings among the parties with respect to the subject matter hereof.
13. **Amendments.** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
14. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
15. **Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid

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and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.

16. **Waiver.** If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
17. **Survival.** Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.
18. **Non-solicitation.** During the term of this Agreement and thereafter for a further period of two (2) years Company shall not solicit or attempt to solicit Department's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to Department with any employee and/or consultant of the Department who has knowledge of the Confidential Information, without the prior written consent of Department. This section will survive irrespective of the fact whether there exists a commercial relationship between Company and Department.
19. **Term.** Subject to aforesaid section 17, this Agreement shall remain valid up to 46 (Forty Six) months from the "effective date".

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

For Department,

For Company

Name:

Name:

Title:

Title:

WITNESSES:

- 1.
- 2.

WITNESSES:

- 1.
- 2.

38.9 Annexure – Checklist

Annexure - Guidelines for Technical Proposal

Pre-Requisites & Documents to be uploaded for Qualifying the Eligibility Criteria		
S.no	Pre-Requisites/Document Details	Documents that needs to be uploaded
1	Tender Fee Receipt	Attach the signed scanned copy of the receipt
2	EMD	To be submitted on or before last date of Bid submission and upload the scanned copy of the same.
3	Eligibility Criteria – 1 (All Documents should be stamped & Signed by Bidder Authorized Signatory)	<ul style="list-style-type: none"> • Certificate of incorporation Certificate of Commencement of business. • Certificate consequent to change of name if applicable. • Copy of Memorandum and Articles of Association • GST & Income Tax registration/ PAN number
4	Eligibility Criteria – 2	<ul style="list-style-type: none"> • Certified Statement from the current Statutory Auditors of the bidder. • Income Tax returns for the last three years-2016,2017,2018 stamped & signed by bidder Authorized signatory
5	Eligibility Criteria – 3	<ul style="list-style-type: none"> • Copy of work orders Or completion certificates. <p>(All Documents should be stamped & Signed by Bidder Authorized Signatory)</p>
6	Eligibility Criteria – 4	<ul style="list-style-type: none"> • Certificate of list of proposed team with qualification & Exp from the current authorized signatory of the Company. <p>(All Documents should be stamped & Signed by Bidder Authorized Signatory)</p>
Pre-Requisites & Documents to be uploaded for Technical Evaluation		
1	Technical Evaluation -A	<ul style="list-style-type: none"> • Form-5 to be filled for both Govt & Pvt Industry as mentioned / Copy of work orders/completion certificates showing both Govt & Pvt Industry experience as asked for. <p>(All Documents should be stamped & Signed by Bidder Authorized Signatory)</p>
2	Technical Evaluation-B (All Documents should be stamped & Signed by Bidder Authorized Signatory)	<ul style="list-style-type: none"> • Certificate of incorporation Certificate of Commencement of business. • Income Tax returns for the last three years-2016,2017,2018 • A letter of Declaration from the company Authorized Signatory/HR Head mentioning the total no of resources and no of resources having logistics domain experience.
3	Technical Evaluation-C	<ul style="list-style-type: none"> • CMMi Level 3 or CMMi Level 5 Certificate, stamped & signed by Bidder Authorized Signatory.
4	Technical Evaluation-D	<ul style="list-style-type: none"> • Experience of Security Audit of the Govt websites (Upload the Security Audit Completion Letters/Documents) Stamped & Signed by Bidder Authorized Signatory. • Certificate of incorporation Certificate of Commencement of business as attached above with letter of declaration mentioning about the operational office.
5	OTHER DOCUMENTS	<ul style="list-style-type: none"> • FORM-1 (Section 38.1 Covering letter for RFP Acceptance & Proposal submission response), FORM-2 (Section 38.2 Details of Responding Bidder Firm/Company), FORM-3 (Section 38.3 Format of Performance Bank Guarantee),
6	Annexure-II	<ul style="list-style-type: none"> • NDA-Non Disclosure Agreement
7	OTHER DOCUMENTS	<ul style="list-style-type: none"> • Non revocable Power of Attorney executed by the Bidder in favour of the bidder’s authorised representative to sign/execute the proposal as a contract document.