

W-5

**PROCUREMENT OF Design and
Development of Website
For
Jal Marg Vikas Project**

**INVITATION FOR QUOTATIONS FOR Design and Development of Website for
Jal Marg Vikas Project**

To

Dear Sirs,

Sub : INVITATION FOR QUOTATIONS FOR Design and Development of Website
for Jal Marg Vikas Project

1. You are invited to submit your most competitive quotation for Design and Development of Website for Jal Marg Vikas Project

Brief Description
of the Works
Design and Development of
Website for Jal Marg Vikas Project

Period of
Completion
14 weeks

2. Government of India has received a credit from the International Development Association (IDA) in various currencies equivalent to US\$ 300 Million towards the cost of the Project Preparation and intends to apply part of the proceeds of this credit to eligible payments under the contract for which this invitation for quotations is issued.
3. The Jal Marg Vikas Project is being implemented by Inland Waterways Authority of India, which is an autonomous body under Ministry of Shipping.
4. To assist you in the preparation of your quotation, we are enclosing the following :
 - i. Terms of Reference (ToR);
 - ii. Instructions to Bidders (in two sections).
 - iii. Draft Contract Agreement format which will be used for finalizing the agreement for this Contract.
5. You are requested to provide your offer latest by 1500 hrs. on 09.05.2017

6. Quotations will be opened in the presence of Bidders or their representatives who choose to attend at 1530 hrs IST on 10.05.2017 in the office of Project Director, A-13, Sector – 1, Noida – 201301, Uttar Pradesh, India.
7. We look forward to receiving your quotations and thank you for your interest in this project.

Name: Pravir Pandey, Project
Director, Project Management
Unit

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Noida – 201 301,
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Terms of Reference

Design and Development of Website

For

Jal Marg Vikas Project

Inland Waterways Authority of India

Ministry of Shipping

Background:

Jal Marg Vikas Project (JMVP) is an inland waterway development project between Allahabad to Haldia. It forms part of the Ministry of Shipping's integrated transport network strategy that will greatly boost the overall transport capacity of goods and passengers through inland waterway.

The Ganga-Bhagirathi-Hooghly river system from Haldia to Allahabad has been declared as National Waterway -1 (NW-1). It is 1620 km in length and passes through the States of West Bengal, Jharkhand, Bihar and Uttar Pradesh. It links the ocean gateway ports of Haldia and Kolkata to Bhagalpur, Patna, Ghazipur, Varanasi and Allahabad, their industrial hinterlands, and several industries located along the Ganga basin. In the first phase, the Government is developing NW-1 from Haldia to Varanasi with assistance from World Bank.

JMVP is being implemented with the technical and financial support of the World Bank at a cost of Rs. Rs 5,396 crore for augmenting navigation on Haldia-Varanasi segment of the National Waterway-

Inland Water Transport (IWT) on NW-1 has the potential to form the most economic, reliable, safe and environmentally friendly form of transport. Where developed for use by modern inland water-way vessels operating on dependable rights of way, it can reduce investment needs in rail and road infrastructure, promote greater complementarities in the economic strategies of the riparian states, enhance intra-regional trade and, through increased economies of scale, significantly reduce transport costs for the benefit of the entire economy and India's global trade competitiveness.

Objectives of the Project:

The purpose of the project is to design and develop a user friendly and visually appealing website to provide

- Correct and authoritative information about the project to all the stakeholders and general public
- Increase engagement with stakeholders and general public

- Integrate social media by linking the page with Facebook, Twitter, Youtube, Google+ etc.

The main design principles for the new website are:

- Guidelines for Indian Government Websites (GIGW) compliance (on accessibility, browser , government identity, content etc)
- CMS should be developed using Dhrupal
- Responsive design
- Search (including searchable documents)
- Based on open source technologies using PHP and MySQL
- Role based access for content uploading (different creators have access to different sections of the website)
- Automatic archival of content (for time sensitive content like tender notices, recruitment notices, announcements, event etc.)
- Bilingual Content Management
- Dashboard for administrator (as required)
- Visitors statistics
- Feedback Management

Scope of Work

- Design and development of bilingual web pager
- Guidelines for Indian Government Websites (GIGW) and **Internet Protocol version 6 (IPv6)** compliant Responsive Website (Hindi &English)
- Three year warranty which will include support for operations and maintenance of the application after its completion and deployment.

Key tabs of the website will be: (The list is indicative and will be finalised after the requirement gathering)

About us

- Background
- Details of the NW-1
- Map of NW-1, with highlights such as intervention areas – Haldia, Sahibgunj, Varanasi etc.

Why IWT?

- Benefits of IWT
- Example of successful models from countries with similar socio-economic-geographical conditions such as Vietnam, Bangladesh etc.
- Graphics explaining comparative benefits of IWT over rail and road based freight movement.

FAQs and myth busters

Organogram

- Organisational chart
 - a. IWAI
 - b. JMVP
 - c. PMU
 - d. PIU
- Background and mandate

Progress so far

- Consultancy services
- Works

Milestones

- MoUs and agreements signed
- Consultants engaged/ Work awarded etc.
- Workshops with stakeholders.

What's New

- Notices, openings, tenders etc.

RTI

Citizen's Feedback: queries and comments with essential details

Tenders

Career

Contact us

Photo gallery/Videos

Publications

Search

Social Media

Link to other important websites etc

Salient features of the website are required to be as under:

- Guidelines for Indian Government Websites (GIGW) compliance
- All static and interactive pages should be bilingual

- Role based
- Feedback management
- Responsive design
- Audit Trail
- Based on Open source technologies
- Printer Friendly
- IPV6 compliant
- Secure, vulnerability free
- Sitemap
- Search (including searchable documents)
- Based on latest standards and best practices for websites like layout, navigation, accessibility, usability etc.
- Functions on Windows , Macintosh, Linux and Standard mobile and Internet browsers, including:
 - Internet Explorer (Latest Edition)
 - Firefox (latest version at the time of development)
 - Google Chrome (latest version at the time of development)
 - Safari (latest version at the time of development)
 - Opera (latest version at the time of development) etc.

Deliverables:

- Project Management Plan and Implementation Plan
 - Requirement of Specifications Document
 - Information Architecture
 - Functional Design Document
 - Sitemap
 - Security Audit by empanelled CERT-In agency
- Website as per the specifications /functions/features mentioned in the document and agreed as per requirement specification /functional design document

- Source code
- GIGW compliance matrix

Progress Reports

Project Schedule/ Duration:

The tentative timeline for the engagement after issue of work order is given below:

| S.No | Activity | Period |
|-------------|---|-----------------|
| 1 | Requirement Specifications | One Week |
| 2 | Draft designs/themes/layouts | Two Week |
| 3 | Design and development of Website | Two-Three Weeks |
| 4 | Content upload and Testing for Phase- I | Two Weeks |
| 5 | Security Audit Clearance | Two weeks |
| 6 | Testing | Two weeks |
| 7 | Website Deployment | Two weeks |

Total duration is fourteen (14) weeks for “Go-Live” of website with complete functionalities

ENGAGEMENT MECHANISM

On receipt of work order, the Agency will finalise the Project Management Plan to meet the timelines and deliverables in consultation with PMU, JMVP, IWAI. The plan should cover the “Go-Live” checklist for achieving the milestone.

The agency will get the necessary deliverables approved from time to time as per the Project Management Plan.

Payment Schedule

The payment schedule is milestone based. The payment will be made as per the following milestones.

| S.No | Milestone | Payment |
|-------------|------------------|----------------|
| 1 | Go Live | 70 % |

| | | |
|---|---|------|
| 2 | After completion of 1 st year of warranty support period | 5 % |
| 3 | After completion of 2 nd year of warranty support period | 10 % |
| 4 | After completion of 3 rd year of warranty support period | 15 % |

Instructions to Bidders

SECTION - A

1. Scope of Works

The Inland Waterways Authority of India, Ministry of Shipping, Government of India invites quotations for the work as detailed in the table given below

| Brief Description of the Works | Period of Completion |
|--|----------------------|
| Design and Development of Website for Jal Marg Vikas Project | 14 weeks |

The successful bidder will be expected to complete the works by the intended completion date specified above.

2. **Qualification of the bidder** : The bidder shall provide qualification information which shall include :-

- (a) Total monetary value of similar works performed for each year of the last 3 years :
- (b) Report on his financial standing; and
- (c) Details of any litigation, current or during the last 3 years in which the bidder is involved, the parties concerned and disputed amount in each case.

3. To qualify for award of the contract the bidder:-

- (a) Should have satisfactorily completed at least one similar work of value not less than Rs. 320,000 or two similar work of value not less than Rs. 240,000 or three similar work of value not less than Rs. 160,000 in the last three financial years (copies of work order, employer certificate for successful completion of work to be submitted);
- (b) Should be in conducting similar business for the last 3 years (copy of registration certificate to be submitted);

- (c) Should possess required valid licenses for software required for development of the website;

4. Bid Price

- a) The contract shall be for the whole works as described in the ToR. Corrections, if any, shall be made by crossing out, initialing, dating and re writing.
- b) All duties, taxes and other levies payable by the contractor under the contract shall be included in the total price and should be mentioned as separate line item.
- c) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- d) The rates should be quoted in Indian Rupees only.

5. Submission of Quotations

5.1 The bidder is advised to visit the site of works at his own expense and obtain all information that may be necessary for preparing the quotation.

5.2 Each bidder shall submit only one quotation.

5.3 The quotation submitted by the bidder shall comprise the following :-

- (a) Quotation in the format given in Section **B**.
- (b) Signed Bill of Quantities; and
- (c) Qualification information form given in Section B duly completed.

5.4 The bidder shall submit the quotation on the CPP Portal of GoI.

5.5 Quotations must be received not later than the time and date given in the letter of invitation.

5.6 Deleted.

6. Validity of Quotation

Quotation shall remain valid for a period not less than 45 days after the deadline date specified for submission.

7. Opening of Quotations

Quotations will be opened in the presence of bidders or their representatives who choose to attend on the date and time and at the place specified in the letter of invitation.

- 8.** Information relating to evaluation of quotations and recommendations for the award of contract shall not be disclosed to bidders or any other persons not officially concerned with the process until the award to the successful bidder is announced.

9. Evaluation of Quotations

The Employer will evaluate and compare the quotations determined to be substantially responsive i.e. which

- (a) Meet the qualification criteria specified in clause 3 above;
- (b) Are properly signed; and
- (c) Conform to the terms and conditions, ToR without material deviations.

10. Award of contract

The Employer will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price and who meets the specified qualification criteria.

- 10.1** Notwithstanding the above, the Employer reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.

- 10.2** The bidder whose bid is accepted will be notified of the award of contract by the Employer prior to expiration of the quotation validity period.

11. Performance Security

Within 15 days of receiving letter of acceptance, the successful bidder shall deliver to the IWAI, the performance security (either a bank guarantee or a bank draft in favour of the Employer) for an amount equivalent of 3 % of the contract price. The Performance Security shall be valid till two months beyond the expiry of the period of warranty, specified in clause 12.

12. Period of Warranty :

The “Period of Warranty” for the work is three (03) years from the date of “Go Live”. During the period of warranty, the service provider will be responsible for support for operations and maintenance of the application after its completion and deployment, free of cost to the Employer.

13. Deleted.

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SECTION - B

- 1. Format for Qualification Information.**
- 2. Format for Submission of Quotation.**
- 3. Format of Letter of Acceptance.**

QUALIFICATION INFORMATION

1 For Individual Bidders

1.1 Principal place of business: _____

Power of attorney of signatory of Quotation.
[Attach copy]

1.2 Total value of work performed 20____
in the last three years 20____
(in Rs. Lakhs) 20____

1.3 Work performed as Service Provider (in the same name) on works of a similar nature over the last three years.

| <u>Project Name</u> | <u>Name of Employer</u> | <u>Descrip- tion of work</u> | <u>Contract No.</u> | <u>Value of contract (Rs.Lakhs)</u> | <u>Date of issue of work order</u> | <u>Stipulated period of comple- tion</u> | <u>Actual date of comple- -tion</u> | <u>Remarks explaining reasons for delay and work completed</u> |
|---------------------|-------------------------|--------------------------------------|---------------------|-------------------------------------|------------------------------------|--|---|--|
|---------------------|-------------------------|--------------------------------------|---------------------|-------------------------------------|------------------------------------|--|---|--|

Existing commitments and on-going works:

| <u>Description of Work</u> | <u>Place & State</u> | <u>Contract No. & Date</u> | <u>Value of Contract (Rs. Lakh)</u> | <u>Stipulated period of completion</u> | <u>Value of works* remaining to be completed (Rs. Lakhs)</u> | <u>Anticipated date of completion</u> |
|----------------------------|--------------------------|--------------------------------|-------------------------------------|--|--|---------------------------------------|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) |

* Enclose a certificate from Employer.

1.4 Proposed subcontracts and firms involved.

| Sections of the works | Value of Sub-contract | Sub-contractor (name & address) | Experience in similar work |
|-----------------------|-----------------------|---------------------------------|----------------------------|
| * | * | * | * |
| * | * | * | * |
| * | * | * | * |
| * | * | * | * |

1.5 Evidence of access to financial resources to meet the requirements of working capital : cash in hand, lines of credit, etc. List them below and attach copies of support documents.

1.6 Name, address, and telephone, telex, and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.

1.7 Information on litigation history in which the Bidder is involved.

| Other party(ies) | Employer | Cause of dispute | Amount involved | Remarks showing present status |
|------------------|----------|------------------|-----------------|--------------------------------|
| | | | | |

QUOTATION

*

Description of the Works :

To:

Subject : Design and Development of Website for Jal Marg Vikas Project

Reference : Letter No.....dated.....from.....

Sir,

We offer to execute the Works described in your letter referred to above in accordance with the Conditions of Contract enclosed therewith for a total Contract Price of -

Rs.** _____ [in figures]

Rs. _____ [in words].

This quotation and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any quotation you receive.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

We hereby confirm that this quotation is valid for 45 days as required in Clause 6 of the Instructions to Bidders.

Yours faithfully,

Authorized Signature : _____ Date: _____

Name & Title of Signatory : _____

Name of Bidder : _____

Address : _____

* To be filled in by the Employer before issue of the Letter of Invitation.

** To be filled in by the Bidder, together with his particulars and date of submission at the bottom of this Form.

**LETTER OF ACCEPTANCE
CUM NOTICE TO PROCEED WITH THE WORK**

(LETTERHEAD OF THE EMPLOYER)

Dated : _____

To : _____ [Name and address of the Service Provider]

Dear Sirs,

This is to notify you that your Quotation dated _____ for execution of the Design and Development of Website for Jal Marg Vikas Project for the contract price of Rupees _____ [amount in words and figures], is hereby accepted by us.

You are hereby requested to furnish performance security for an amount of Rs. _____ (equivalent to 3% of the contract price) within 15 days of the receipt of the letter. The Performance Security in the form of Bank guarantee or a Bank draft in favour of(Employer) shall be valid till two months beyond the expiry of the period of warranty i.e. upto _____. Failure to furnish the Performance Security will entail cancellation of the award of contract.

You are also requested to sign the agreement form and proceed with the work not later than _____ under the instructions of the Employer, _____ and ensure its completion within the contract period.

With the issuance of this acceptance letter and your furnishing the Performance Security, contract for the above said work stands initiated.

Yours faithfully,

**Authorized Signature
Name and title of Signatory**

Draft Agreement form for Construction through National Shopping

ARTICLES OF AGREEMENT

This deed of agreement is made in the form of agreement on _____ day _____ month _____ 199 ____, between the _____ (Employer) or his authorized representative (hereinafter referred to as the first party) and _____ (Name of the Contractor), S/O _____ resident of _____ (hereinafter referred to as the second party), to execute the work of Design and Development of Website for Jal Marg Vikas Project (hereinafter referred to as works) on the following terms and conditions.

2. Cost of the Contract

The total cost of the works (hereinafter referred to as the “total cost”) is Rs. ____ as reflected in Annexure - 1.

3.1 Payments under its contract:

Payments to the second party for the work will be released by the first party in the following manner :-

| | | |
|---|---|-----------------------|
| On Go Live of website | : | 70% of total cost |
| On completion of 1 st year of Warranty Support | : | 5% of the total cost |
| On completion of 2 nd year of Warranty Support | : | 10% of the total cost |
| On completion of 3 rd year of Warranty Support | : | 15% of the total cost |

3.2 Payments at each stage will be made by the first party :

- (a) on the second party submitting an invoice for an equivalent amount ;
- (b) on certification of the invoice (except for the first installment) by the nominated officer by the first party with respect to quality of works in the format in Annexure - 2; and
- (c) Deleted.

4. Deleted

5. Completion time

The works should be completed in 14 weeks from the date of this Agreement. In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both the parties.

6. If any of the compensation events mentioned below would prevent the work being completed by the intended completion date, the first party will decide on the intended completion date being extended by a suitable period :

- a) The first party does not give information pertaining to work or a part thereof by the agreed period.
- b) The first party orders a delay or does not issue feedback, acceptance for submitted work or report(s), specifications or instructions for execution of the work on time.
- c) Deleted.
- d) Payments due to the second party are delayed without reason.
- e) Certification for stage completion of the work is delayed unreasonably.

7. Deleted

8. Duties and responsibilities of the first party

8.1 The first party shall be responsible for providing regular and frequent supervision and guidance to the second party for carrying out the works as per specifications. This will include written guidelines and regular meetings between of the authorized personnel of the first party, for checking quality of work to ensure that it is as per the requirement.

8.2 Deleted.

8.3 All the input for carrying out the work will be provided to the second party within 10 days of signing of the agreement.

8.4 The nominated person as may be authorized by the first party shall hold meeting once in a week where the second party or his representative will submit the latest information including progress report and difficulties if any, in the execution of the work. The whole team may jointly inspect the work on a particular day to take stock of activities.

8.5 The nominated person shall record his observations / instructions at the time of meeting in a register maintained by the second party. The second party will carry out the instructions and promptly rectify any deviations pointed out by the nominated person. If the deviations are not rectified, within the time specified in the nominated person's notice, the first party as well as the nominated person by it, may instruct stoppage or suspension of the work. It shall thereupon be open to the first party or the nominated person to have the deviations rectified at the cost of the second party.

9. Duties and responsibilities of the second party

9.1 The second party shall :

- a) take up the works and arrange for its completion within the time period stipulated in clause 5;
- b) employ suitable skilled persons to carry out the works ;
- c) regularly supervise and monitor the progress of work ;
- d) abide by the technical suggestions / direction of supervisory personnel including engineers etc. regarding the work ;
- e) be responsible for bringing any discrepancy to the notice of the representative of the first party and seek necessary clarification ;
- f) ensure that the work is carried out in accordance with specifications, ToR and within the total of the contract amount without any cost escalation ;
- g) keep the first party informed about the progress of work ;
- h) be responsible for all security and watch and ward arrangements of the website till handing over of the website to the first party after completion of the warranty period; and
- i) maintain necessary insurance against loss of materials / cash, etc. as well as third party claims.
- f) Pay all duties, taxes and other levies payable by agencies as per law under the contract (First party will effect deduction from bills in respect of such taxes as may be imposed under the law).

10. Variations / Extra Items

The works shall be carried out by the second party in accordance with the approved specifications and ToR. However, if, on account of development or any other factors, variations are considered necessary, the following procedure shall be followed:-

- a) The second party shall provide the nominated person with a quotation for carrying out the Variation when requested to do so by him. The nominated person shall assess the quotation, which shall be given within seven days of the request before the Variation is ordered.
- b) If the quotation given by the second party is unreasonable, the nominated person may order the Variation and make a change to the Contract Price which shall be based on his own forecast of the effects of the Variation on the Contractor's costs.
- c) The second party shall not be entitled to additional payment for costs which could have been avoided by giving early warning.

11. Securities

The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The Performance Security shall be valid until a date 60 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee.

12. Termination

- 12.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 12.2 Fundamental breaches of Contract include, but shall not be limited to the following:
 - (a) The Service Provider stops work for 28 days and the stoppage has not been authorized by the Nominated person;
 - (b) The Service Provider has become bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (c) the Nominated Person gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Service Provider fails to correct it within a reasonable period of time determined by the nominated person;
 - (d) The Service Provider does not maintain a security which is required;
 - (e) If the Service Provider, in the judgment of the Employer or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.

- 12.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 12.4 If the Contract is terminated the Service Provider shall stop work immediately, handover the code and website as soon as reasonably possible.

13. Payment upon Termination

- 13.1 If the Contract is terminated because of a fundamental breach of Contract by the Service Provider, the nominated person shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate (if any), less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law.
- 13.2 If the Contract is terminated at the Employer's convenience, the nominated person shall issue a certificate for the value of the work done, less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

14. Dispute settlement

If over the works, any dispute arises between the two parties, relating to any aspects of this Agreement, the parties shall first attempt to settle the dispute through mutual and amicable consultation.

In the event of agreement not being reached, the matter will be referred for arbitration by a Sole Arbitrator not below the level of retired Joint Director, NIC to be appointed by the first party. The Arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both the parties.

15. Inspections and Auditing

The Contractor shall permit, and shall cause its Sub-Contractors to permit, the Bank and/or persons or auditors appointed by the Bank to inspect and/or audit its accounts and records and other documents relating to the submission of the Quotation and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Bank (including without limitations determination of ineligibility) in accordance with prevailing Bank's sanctions procedures.

BILL OF QUANTITIES

| Sl. No. | Description of Work | Qty. | Unit | Amount |
|----------------|--|-------------|-------------|---------------|
| 1 | Website Development Cost with 3 years of warranty along with Operations & Maintenance | 1 | Lump-sum | |
| | Total | | | |

Gross Total Cost : Rs.

We agree to execute the works in accordance with the approved technical specifications and ToR for a total contract price of Rs.(amount in figures) (Rs. amount in words).

Signature of Service Provider

Format of certificate

Certified that the works upto ----- level in respect of Design and Development of Website for Jal Marg Vikas Project have been executed in accordance with the approved technical specifications and ToR.

Signature
Name & Designation
(Official address)

Place :

Date :

Office seal