



भारतीय विमानपत्तन आर्थिक विनियामक प्राधिकरण
AIRPORTS ECONOMIC REGULATORY AUTHORITY OF INDIA
(A Statutory Body under Ministry of Civil Aviation, Govt. of India)

Request for Proposal (RFP)
For
Design, Development and Maintenance of
AERA Website

Tender Ref. No. AERA/10015/IT-2/2021-22/AERA Website

Dated 15.06.2021

AERA Building, Administrative Complex, Safdarjung Airport, New Delhi-110003
Tel: 011-24695044-47, Website :<http://aera.gov.in/>

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Sealed tenders in two bid system i.e. Technical Bid and Financial bid are invited by AERA from eligible agencies for the work of **"Design, Development and Maintenance of Website"** as per eligibility criteria, scope of work and terms & conditions mentioned in the tender document.

2. The details of tender along-with tender form, scope of work and terms & conditions are available on the website of AERA (www.aera.gov.in) and Central Public Procurement Portal (<http://eprocure.gov.in/>), which may be downloaded free of cost.

3. The important dates of tender are as under :

i)	Tender Ref. No.	AERA/10015/IT-2/2021-22/AERA Website
ii)	Date of issue of tender	15.06.2021
iii)	Date of Pre Bid Meeting	24.06.2021
iv)	Last Date for submission of tender	15.07.2021 3:00 pm
v)	Date/time for opening of technical bid	15.07.2021 4:00 pm
vi)	Date/ time for opening of Financial bid	Will be communicated to technically qualified bidders



(Ashish Sethi)
Deputy Chief

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1. About AERA

Airports Economic Regulatory Authority (AERA) is a statutory body constituted under the Airports Economic Regulatory Authority of India Act, 2008 (27 of 2008) notified vide Gazette Notification dated 5th December 2008. AERA was established by the Government of India vide its notification no GSR 317 (E) dated 12.05.09 with its head office at Delhi. The statutory functions and other details of AERA are available on Authority's website i.e. <http://aera.gov.in/>

2. Existing AERA Website

The existing website of AERA (<http://aera.gov.in/>) is bilingual (English & Hindi) and is hosted on NIC Cloud. The website provides all information about AERA, which is relevant for the public and stakeholders.

3. Mandate – AERA Website

AERA envisages to develop a dynamic and state-of-the-art website, which would truly reflect Authority's vision, roles and functions.

4. Objective of the tender document

The objective of this tender document is to solicit proposals from interested & eligible agencies/firms for participation in the bidding process for selection of an agency to carry out tasks mentioned in scope of work section of this tender for design, development & maintenance of AERA website in compliance with Guidelines for Indian Government Website (GIGW).

5. Tender fee, EMD and Performance Security

S N	Particulars	Amount
1	Tender fee	NIL
2	Earnest Money Deposit (EMD)	NIL* (refer note-I below)
3	Performance Security	3% of the contract value

Note:

i) **Earnest Money Deposit (EMD)**—As per Gol order dated 12.11.2020, no provision regarding Bid Security has been kept in the Bid Documents. However a "Bid Security Declaration" as per **Annexure- 4** to be submitted by the bidders.

ii) **Performance Security**- The successful bidder will have to deposit 3% of the contract value through Bank Draft/FDR with AERA towards performance security. Performance Security is to be furnished by a specified date as mentioned in para 18 and it should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the agency.

iii) In case the agency is not able to execute the job in time or to the entire satisfaction of the AERA, the performance security submitted by the firm shall be liable to be forfeited in whole or part as per decision of the AERA, which shall be binding on the agency.

iv) Interest shall not be payable upon the Performance Security Deposit under the Contract.

6. General Instructions to bidders

- i. Tender documents including terms and conditions of work shall be downloaded from AERA Website at <http://www.aera.gov.in/> and Central Public Procurement Portal (<http://eprocure.gov.in/>).
- ii. Tender/bids should be submitted in the prescribed format within the stipulated time line. The prescribed forwarding letter for submission of tender is attached at **Annexure -1**
- iii. The offer should strictly adhere to the prescribed format so as to facilitate AERA to consider and evaluate them properly. Any change in the format may cause rejection of the bid.
- iv. All the pages of the proposal should be signed by an authorized person of the agency.
- v. Bidder should submit the tender in sealed envelope under two bids system viz. (i) Technical Bid and (ii) Financial Bid.
- vi. Bidders should submit Technical Bid along with relevant documents and Financial Bid in two separate sealed envelopes superscribed as: "Technical Bid" and "Financial Bid"
- vii. Both bids should be put together in a separate sealed cover indicating the tender reference number, bidder's name and sent to :-

The Deputy Chief

Airports Economic Regulatory Authority of India,
AERA Building, Administrative Complex,
Safdarjung Airport, New Delhi - 110003

- viii. Bids should reach in AERA office by last date/time of receipt of the tender.
- ix. Bids received after due date will not be considered under any circumstances.
- x. Bids will be accepted by speed post/registered post/by hand in hard copy mode only. No other mode of submission like email/fax/etc shall be entertained.
- xi. AERA shall have the right to accept/reject any Bid at any stage without assigning any reason.
- xii. Opening of bids shall be scheduled in online/offline mode (through video conference) as per prevailing instructions of Govt of India on the scheduled date of opening of bids. If it is done in offline mode, bidders may send their representatives during opening of Technical/Financial bids. However, if the representatives of the bidders are not present at the time of opening of the bids, the bid opening shall be carried out and continued as per notified schedule.



7. Eligibility Criteria

S. N.	Particulars	Eligibility Criteria
i.	Company /Agency	<p>The bidder shall be either:</p> <p>a) NIC empanelled IT agency for website development OR</p> <p>b) Central/State Govt. Organizations & their Autonomous/Statutory Bodies/PSU OR</p> <p>c) Registered Society established under Central/State Govt.</p> <p><i>(Certificates of registration/incorporation required to be enclosed)</i></p>
ii.	Certification	<p>The organization must possess a valid ISO 9001:2015 (or above) and CMMI Level 3 (or above) certification.</p> <p><i>(Supporting document required to be enclosed)</i></p>
iii.	Registration with Tax Authority	<p>The agency should have valid PAN/TAN/VAT/GST Numbers.</p> <p><i>(PAN/VAT/TAN registration / service tax/GST registration certificate required to be enclosed)</i></p>
iv.	Experience	<p>Minimum 05 (Five) years relevant experience in designing/development and maintenance of website.</p> <p><i>(Minimum 03 (Three) work completion/experience certificates during last five years from State/Central Govt/Statutory/Autonomous/ Regulatory body/PSU required to be enclosed)</i></p>
v.	Turn over	<p>Minimum annual turnover of agency should be Rupees five crores during every year for last three years i.e. 2020-21 , 2019-20 & 2018-19</p> <p><i>(Copies of audited Balance Sheet/ P&L Accounts and Income Tax Return for last three financial years i.e. 2018-19, 2019-20 and 2020-21 (provisional/Audited) required to be enclosed)</i></p>
vi.	Non-Blacklisting	<p>The company/agency should not be blacklisted by any Govt Deptt/Organization as on date of submission of this tender.</p> <p><i>(Self-declaration Certificate (Annexure-3) duly signed & sealed by the bidder required to be enclosed)</i></p>
vii.	Other	<p>Consortium of bidders/agencies shall not be allowed.</p>
viii.	Location	<p>The agency should have an office in Delhi/NCR.</p> <p><i>(Certificate/supporting document required to be submitted)</i></p>



8. Technical Bid

The Bidder should submit Technical Bid in a separate envelope with title " Technical Bid for design, development and maintenance of AERA Website". The technical bid shall contain the following documents duly signed and stamped by the bidder or its representative:

- i. Technical Bid Form (**Annexure-2**)
- ii. Declaration of non-blacklisting ((**Annexure-3**)
- iii. Bid security Declaration (**Annexure-4**)
- iv. Technical Requirement Matrix (**Annexure-5**)
- v. Tender document (published by AERA) with signed on each page by the bidder to ensure that all contents of the tender have been read and accepted by the bidder.
- vi. Copy of Certificate of Incorporation/Registration of the company.
- vii. Copy of certification of ISO and CMMI
- viii. Copies of PAN, TAN, GST numbers.
- ix. Copies of Income Tax Return for last three Financial Years i.e. 2018-19 to 2020-21
- x. Copies of audited accounts (Balance Sheet and Profit and Loss Account etc.) for the last three years along-with turnover certificate from Auditor/Chartered Accountant.
- xi. Copies of completion/experience certificates and work order of development of website and providing technical support services for website to Central Ministries/Departments, Autonomous/Statutory bodies, Public sector organizations during last 5 years.
- xii. The Bidder shall in no way deviate from the technical requirements. In case the above information is found to be incorrect later on after opening of price bids, their bids will be rejected and the bidder will be debarred for next three years to participate in any tender of AERA.

9. Financial Bid

- i. In the financial bid, the bidder should quote amount in prescribed proforma for the financial bid (**Annex-6**) for the Scope of work in a sealed & separate envelope. The envelope shall bear the title of the assignment "Financial Bid for design, development and maintenance of AERA Website"
- ii. AERA will not consider any claim for payment other than the cost of project quoted by the bidder in the Financial Bid. Bidder should evaluate and quote the cost accordingly.
- iii. The financial bid will be opened in respect of technically qualified bidders only.

10. Scope of work

The project/work has been divided in the following 02 components:

- TASK-1 : Design and Development of AERA Website
- TASK-2 : Maintenance of AERA Website



10.1 Design and Development of AERA Website (TASK-1)

A. Major work

- i) Design & Development of AERA website in bilingual (English & Hindi) with CMS module as per GIGW
- ii) Hosting the website on NIC Cloud and launching of the new website
- iii) Migration of old data from existing AERA website to new website
- iv) Procurement & Installation of SSL Certificate
- v) Security Audit of website from CERT-In empanelled agency
- vi) STQC Certification
- vii) GIGW Certification

B. Indicative pages/menu/sub-menu and content of the website

- (i) Home

PROFILE

- (ii) About AERA
- (iii) Objectives & Functions
- (iv) Organization Structure
- (v) Key Officials
- (vi) Role & Responsibilities
- (vii) The Authority
- (viii) Who is Who
- (ix) Message of Chairman AERA
- (x) Message of Secretary AERA

ACT & RULES

- (xi) Act, Regulation and Rules
- (xii) Directions and guidelines / Orders

TARIFF (With search, advance search and auto archive features)

- (xiii) Tariff Order
- (xiv) Consultation Paper
- (xv) Public Notice
- (xvi) Public Circular
- (xvii) Concession Agreement
- (xviii) Study Reports
- (xix) Major Airport
- (xx) Important Forms – Multi Year Tariff Proposal (MYTP) template

COURT/Tribunals's ORDER

- (xxi) Court/Tribunal's Orders

TENDER/RECRUITMENT (With search, advance search and auto archive features)

- (xxii) Tender Notices
- (xxiii) Recruitment Notices

LIBRARY

- (xxiv) AERA Glossary
- (xxv) MoCA Glossary
- (xxvi) E-Mahashabdkosh
- (xxvii) Administrative Terminology
- (xxviii) AERA Digital Library

CITIZEN CHARTER/RTI

- (xxix) Citizen Charter
- (xxx) Right to Information

MEDIA GALLERY

- (xxxi) Photo Gallery & Video Gallery

BUDGET & REPORTS

- (xxxii) Budget
- (xxxiii) Annual Reports

OTHERS

- (xxxiv) Latest News and Announcement / Upcoming Events
- (xxxv) Pop-up message/banner on home page (make provision to enable the function, whenever required)
- (xxxvi) AERA Official Section- (Important forms, circular etc)
- (xxxvii) Social Media Tabs (Make provision for future, if required)
- (xxxviii) Contact Us (with Directory & Google Map Integration)
- (xxxix) Frequently Asked Questions (FAQs)
- (xl) Related Important links (National Portal of India, MoCA, DGCA etc)
- (xli) Sitemap/Disclaimer/Privacy Policy/Website Policy/Terms & Conditions etc
- (xlii) Any other content mandatory as per GIGW

C. Features for proposed website:

- i. Website should be developed as public interface, which shall be dynamic, interactive and user-friendly to provide information to general public and Look and feel of the website as per the latest trends in web design.
- ii. AERA website has to be universally accessible to all, irrespective of technology, platforms, devices of any kind & able to cater to the increased web-traffic.
- iii. Website should be responsive for smooth navigation and compatible with all types of devices i.e. PC/Laptop/Tablet/Smart Phone etc
- iv. Website should be compatible with all operating systems (Windows/Linux/Mac/Android/ios etc. and with all types of web browsers (Chrome, Mozilla, IE/Edge/Safari etc.)
- v. Search and advance search options should be available with all dynamic pages.
- vi. Should have provision to remove/deactivate/disable the existing/new link/Module/application along with their respective content through admin panel.
- vii. Should have provision to add new menu/submenu/page through admin panel.
- viii. Visitor Counter, User management, Administration panel and audit trail.
- ix. Provision for photo gallery and video gallery. Shall support content in multiple file formats including PDF, DOC, DOCX, TXT, JPEG, JPG, PPT, XML & various video formats like AVI, FLV,WMV, MOV, MP4 etc.



- x. Shall have an inbuilt functionality for search, print, etc. including option for contents including archived contents.
- xi. Shall be able to set publication and expiration dates for all content
- xii. Archive section shall be provided to archive data of the Web Portal from different sections.
- xiii. Configuration, operation and maintenance of the hosting infrastructure in the NIC cloud will be responsibility of the bidder.

D. Technology/Technical Specification

The website should be developed with latest Web development technology and tools including latest version of tools like LAMP, Moodle, Open LDAP, HTML5, CSS3 and JAVA Scripts Framework like JQuery/ other necessary futuristic frameworks etc.

- i. Server Side Programming Language – PHP
- ii. Database – My SQL/SQL Server
- iii. CMS Framework – Drupal/Joomla/Other latest CMS
- iv. Hosting O.S Platform – Linux – NIC Cloud
- v. For any add on features, open source tools , s/w may be predominately used.
- vi. Mandatorily to implement Guidelines for Government of India websites (GIGW), World Wide Web Consortium Compliance for Website (W3C) and Web Content Accessibility Guidelines (WCAG 2.0).
- vii. Web portal should be free from OWASP Vulnerabilities
- viii. Web portal should be security audited (with Safe to Host Certificate) before hosting.
- ix. The Website must be scalable and able to accommodate future requirements.

E. References

The vendor may see the following website as references for existing website of AERA, GIGW Guidelines and Design, Functionalities, Features and Contents layouts of the website with GIGW compliance.

- i. AERA existing Website : <http://aera.gov.in/>
- ii. GIGW Guidelines : <https://web.guidelines.gov.in/>
- ii. Civil Aviation : <https://www.civilaviation.gov.in/> <https://www.dgca.gov.in/>
- iii. Regulatory Body : <https://www.trai.gov.in/> , <https://www.cci.gov.in/>
- iv. GIGW compliant websites : <https://www.meity.gov.in/> , <https://www.education.gov.in/> , <https://dipp.gov.in/> , <https://dea.gov.in/> , <https://rural.nic.in/> <https://mib.gov.in/>

F. Methodology

The development methodology should follow an iterative-prototype approach especially in the initial startup and design phase. The following activities to be performed by the vendor during the development:

- i) The vendor shall prepare & submit an Integrated Project Plan for the entire project that covers detailed tasks mentioned in scope of work.
- ii) The vendor is required to prepare and submit SRS/FRS along-with the sample design of home page of the website
- iii) After approval of the SRS/FRS by AERA, the vendor may initiate work for designing and development of the website as per scope of work and terms & conditions of the tender.

G. Development and testing of Website

- i) The vendor shall deploy well qualified/experienced and dedicated team in the development, configuration, customization, integration and deployment of the website.
- ii) The vendor should also ensure that the development team should not be changed to avoid impact on development & maintenance of website.
- iii) The development setup and the test setup shall be provisioned by the vendor.
- iv) The vendor shall design & develop the user interfaces as per the AERA requirement.
- v) The system must possess easy-to-use user interfaces, able to perform tasks with minimum of clicks, maximum select options and provide suitable short-cuts wherever possible and guided through screens.
- vi) The vendor must ensure that any changes made to database are captured centrally and securely stored. Vendor shall ensure that the audit trails are maintained for all the access and modifications.

H. - Infrastructure deployment on Server/Cloud

- i) The vendor shall deploy the requisite Infrastructure (software/patches/updates etc) on NIC cloud. This includes installation/configuration/updation of required system software, application software, relevant database, OS, integration tools and other requisite software.
- ii) The vendor shall ensure that the end to end website delivered, meets all the requirements specified in this tender.

I. Documentation and reports:

- i) Provision for keeping back-up of data regularly in suitable storage media fortnightly.
- ii) Monthly log to AERA with uptime / downtime, server access details etc.
- iii) Monthly status report for content updated/ pages added /deleted.
- iv) Status report of tenders/recruitment notice uploaded on the website
- v) Complete documentation on the website including database design, scripts etc. has to be provided

J. Training & Deliverables

- i) The vendor shall develop relevant training materials and provide the same to AERA. The training pedagogy will be designed to impart hands-on experience with adequate usage of cases and scenarios.
- ii) The schedule of training and number of person for training shall be finalized by the vendor and Nodal Officer/IT Division, AERA.
- iii) The list of the deliverables by the vendor to AERA is as under :
 - a) Project Inception Report including Project Plan
 - b) SRS and Architecture Documents
 - c) Requirement Traceability Matrix
 - d) Performance/ Security Test Reports
 - e) Deployment Script
 - f) Training Material including admin/user manuals and SOP
 - g) Data Backup Process and Archival Process
 - h) Source Code along-with data base
 - i) All credentials
 - j) Security Audit certificate (Safe to Host certificate) from CERT-IN empanelled agencies.
 - k) GIGW compliant certificate and STQC Certificate



10.2 Maintenance of AERA Website- TASK-2

To provide following Technical Support Services in respect of AERA website for a period of two years after expiring of free technical support services i.e. six months the date of completion of TASK-1 as mentioned in para 10.1

- i) Comprehensive Annual Maintenance Service
- ii) Annual Renewal of SSL Certificate,
- iii) Annual Security Audit of website from CERT-IN empanelled agency & patching up of vulnerabilities

The Maintenance Service may be extended for another two years subject to satisfactory performance of vendor and mutual consent of vendor and AERA.

A. Annual Maintenance Service Includes:

- i. Day to day monitoring and maintenance of website.
- ii. To add menu, sub-menu, pages, links as required by AERA
- iii. To rectify broken links, non-functioning of forms, layouts setting of contents
- iv. To fix vulnerabilities during security audit or noticed by AERA or informed by NIC/CERT-IN
- v. Patching up all vulnerabilities during security audit of website.
- vi. To monitor and improve VA score to the benchmark of NIC.
- vii. To install software updates/patches on VM Server/Cloud as per advisory by NIC/CERT and direction of AERA.
- viii. To protect AERA website from hacking, malware & viruses. In case of Virus attack or website hacking, the service provider shall have to resolve the issue and live/restore the website with all functionalities and contents within 24 hours.
- ix. To keep backup in a suitable storage media containing the website CMS/Content/source code/data base and provide to AERA after completion of each quarter and any stage updating of website.
- x. Service provider should address website performance related issues like no response, slow response, downtime, website crashing etc.
- xi. The agency shall follow the instructions of the Nodal Officer/IT Division, AERA.

B. Terms & conditions of AMC

- i. Technical Support team of the Service provider should inform AERA about details of any activities that needs to be performed on the AERA website.
- ii. Vendor should ensure that modification done on the website should be compatible with all Major Internet browsers like Internet Explorer, Chrome, Mozilla Firefox and smart mobile phones/Tabs etc.
- iii. Modifications, if any, done on the website should comply with bilingual i.e. English & Hindi.
- iv. The service provider should use his own equipment/products/software/server etc. for all the technical support activities as mentioned in the Scope of Work of this tender document and also for providing test link. AERA will not provide/ extend any software/ hardware support on this account. No additional cost beyond the rate mentioned in financial bid shall be paid by AERA in this regard.
- v. The agency shall be required to undertake full responsibility of the safe custody, security of data supplied by AERA. It shall be ensured that there is no transmission of content in any form outside its office.
- vi. Updated source code of the application & database along-with credentials (ID & passwords) shall be provided to AERA after completion of all contractual obligations of the service provider at the end of contract before releasing of last payment due.



11. Time Schedule/Time Frame

- i. Acceptance of work order/award letter shall be submitted by L1 price bidder within seven working days after date of issue of work order/award letter through speed/registered post or by hand. However, scan copy of original acceptance letter may be submitted through email. Agreement shall be executed within seven working days, thereafter.
- ii. The completion period of TASK-1 (Development of Website) will be 3 months from the date of execution of agreement.
- iii. Comprehensive Annual Maintenance Service of AERA website (TASK-2) shall start after six month of completion of TASK-1, for two years.
- iv. The maintenance service may be extended for further two years at same rate & terms & conditions as per this tender subject to satisfactory performance of maintenance service during the previous tenure.
- v. Notwithstanding the terms mentioned in sub para (iv) above, the extension of AMC of website shall be at the sole discretion of AERA.

12 Evaluation of bids and selection procedure

A two-stage procedure shall be adopted in evaluating the proposals. After examining the responsiveness of the Technical proposal in terms of requisite information and relevant documents, the Technical Proposals shall be evaluated in terms of eligibility criteria as mentioned in the Tender Notice. After qualifying the technical criteria, financial bids of successful technically qualified bidders shall be opened and the Lowest Price Bidder shall be finally selected.

13. Language

Bid documents shall be filled complete in all respects and submitted together with requisite information and Annexures. It should be complete and free from any ambiguity, change of inter-lineation. Any corrections should be countersigned. The bid and any annotation or accompanying documentation shall be in English language only.

Bidder shall set their quotations in firm figures. Each figure stated shall also be repeated in words. In the event of discrepancy between the amount as stated in figures and in words the rate quoted in words shall be deemed to be the correct amount. Bids by vague and indefinite expressions such as 'subject to minimum acceptance' or 'subject to availability' etc. shall be liable for disqualification.

14 Legal Constitutions

Bidders shall clearly indicate their legal constitution and the person signing the bids shall state his capacity and also the source of his authority.

15 Modification of bids

In case certain clarifications are sought by AERA after opening of tenders, then the reply of the bidder should be restricted to the clarifications sought. Any bidder who modifies and revises the original bid after the closing date without specific reference by AERA shall render the bid liable to be ignored and rejected without any notice and reference to the bidder in this regard .

16 Bid validity extension

AERA shall have right for extension(s) of Bid validity at its sole discretion.



17. Issue of work order/award of contract

After selection of L1 Price Bidder, work order/award of contract will be issued by AERA as per the terms and conditions as given in the tender document. Acceptance of the work order/award of contract shall be submitted by the L1 price bidder within seven working days after issue of work order/award letter.

18. Performance Security

- i. Performance Security shall be 3% of contract amount and should be submitted within 15 days of acceptance of work order/award of contract by the successful bidder.
- ii. In case the Performance Security is not provided within 15 days, AERA shall have the right to cancel the bid.
- iii. If Performance Security is provided by the successful bidders in the form of Bank Guarantee it should be issued by any Nationalized/ Scheduled Commercial Bank
- iv. The Performance Security is intended to secure the performance of the entire Contract.
 - a) The Service Provider shall carry out the services in conformity with general professionally and technically accepted norms relevant to such assignments and which are to the entire satisfaction of the Client.
 - b) In the event of any deficiency in services, the Service Provider shall where possible, promptly re-provide the services at no additional fees to the Client.
 - c) Failure of the Service Provider to comply with the requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the PS.
- v. The Performance Security would be released only after the expiry of contract period for TASK 1 & 2 without any interest.

19. Payment schedule/Terms of Payments

Payment shall be made by the AERA as per following payment schedule **only**

	Sl. No.	On completion of following activities	Payment % of the quoted amount
TASK-1	i	Development of website including migration of data from existing website, Installation of SSL Certificate, hosting on NIC Cloud and launching the website	70%
	ii	Security Audit of website	15%
	iii	STQC and GIGW Certificate	15%
TASK-2	i	Providing comprehensive maintenance service to maintain AERA website as per the scope of work with subject to satisfaction of IT Division AERA.	Quarterly payment at the end of each quarter
	ii	Renewal of SSL Certificate	
	iii	Annual security audit from CERT-IN empanelled agency	100%

Note:

- i. The bidder shall submit the bill/proforma invoice with GST Numbers and Bank Details.
- ii. Payment will be made by AERA through NEFT/RTGS.
- iii. The AERA shall make the payments due subject to completing/ rendering various tasks/ services as laid down in the scope of work/ deliverables and in terms of payment schedule.
- iv. Payments will be made within 30 (thirty) days of receipt of bill, complete in all respect and accepted by the department.

Standard Clauses

The following standard clauses would be included in the formal Letter of Award/Agreement:-

A. Arbitration: In the event of any dispute or differences relating to the interpretation and application of the provision of this Tender, such dispute or difference shall be referred by either party to the arbitration under the Arbitration & Conciliation Act 1996 and further amendments thereto. The Arbitration shall be made by a sole arbitrator nominated by Competent Authority. The award of the Arbitrator shall be binding upon the parties to the dispute. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator". Place of Arbitration shall be New Delhi. The Laws of India shall be applicable.

B. Force Majeure: If by Force Majeure, any party is rendered unable wholly or in part to carry out its obligations under this Tender or is delayed in carrying out its obligations under this agreement, such party shall as soon as possible and in any event not later than 24 hours after the date of commencement of such force majeure, give written notice thereof to the other party stating the nature, date of commencement, effect and expected duration of such Force Majeure. All obligations of the parties hereunder including the obligations to pay money in respect for the said period shall be suspended during the continuance of such Force Majeure. The party claiming Force Majeure shall use due diligence to remove the effects of such Force Majeure at earliest possible. The party claiming Force Majeure shall use its best endeavor to carry out during the period this Agreement is suspended, any obligation not affected by such Force Majeure subject to Agreement between the parties as to reasonable terms and conditions under which any such obligations may be carried out. If Force Majeure is expected to continue for more than 07 days, the AERA may terminate the contract by giving at least 02 days written notice to other party.

Force Majeure" would mean fire, flood, industrial action, bad weather, acts of God (like earthquake, landslide, lightening, tempest, tornado), war (whether declared or undeclared), civil disturbance, sabotage, epidemic, any Governmental restrain and any such other cause which is not reasonably within the control of either party claiming force majeure. Financial distress would, however, not constitute Force Majeure.

C. LIQUIDATED DAMAGES (LD)

The website should be delivered / hosted within scheduled completion date after technical demonstration and the service provider should give a certificate that complete modules have been deployed in the NIC Cloud server for successful launch. LD will be imposed for late delivery/hosting of the portal. Penalty @1% of contract value for Part-I of the job will be deducted per week of late delivery subject to a maximum of 10% of contract value for Part-I. If implementation delay exceeds 3 months, AERA will have the right to cancel the contract besides claiming penalty. In exceptional cases where delay is not due to the bidders' level, the contract will be extended further without any financial liability to AERA.

Penalty will be charged from the quarterly bill submitted by the bidder @ 2% of the contract price for Part-II divided by twelve (Part-II Price/12) for each 1% decrease in the uptime of the portal (Desired uptime is 99%,computed monthly) with a maximum of 10% of the contract price for Part-II divided by twelve (Part-II Price/12). If the uptime falls below 90%, AERA reserve the right to cancel the contract/ order and may claim entire amount paid with interest from the service provider with additional 10% of the yearly contract amount as penalty.



D. SLA for the Website Performance:

Sno.	Work Area	Parameter	Requirements	Penalty
1	Resolution Time (Only for Bug fixing)	Time taken by the vendor to fix the problem & release the same into the production system	Severity Level 1: within 24 hours Severity Level 2: within a maximum of two days Problems with Severity Level 3: within a maximum of one week.	Inability to resolve as per Severity level (1/2/3) as details at Para E below on more than two occasions in a quarter shall attract a penalty of 2% (on that quarter payment) for each additional 24 hours of delay beyond permissible limit upto maximum 10% of the award value of the contract..

E. Application Defect Categorization:

In categorization of the defects, the decision of AERA shall be final and binding.

Severity level 1: critical business functionality is impacted.

Severity level 2: Problems which affects the normal execution of the work, but work around is available for the work to be completed in the existing functionality.

Severity level 3: Problems which have minimal impact on the operation or system and are trivial in nature.

F. Termination Clause

AERA shall, in addition to other remedial steps to be taken as provided in the conditions of contract, be entitled to cancel the contract at any stage by giving 30 days prior notice in writing and shall not be bound to pay any amount for any job done, which is not to the satisfaction of AERA, if the service provider

- i) Makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Project-in-charge, then on the expiry of the period as specified in the notice or
- ii) Commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of Nodal Officer (IT)/IT Division, then on the expiry of the period as may be specified by the Authority in a notice in writing or
- iii) Fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the Authority, then on the expiry of the period as may be specified by the Nodal Officer (IT)/IT Division in a notice in writing

21 Conflict of Interest

The Bidder shall not receive any remuneration in connection with the assignment except as provided in the contract. The Bidder, its employees and its affiliates shall not engage in the activities that conflict with the interest of AERA and shall be excluded from any other service related to the assignment other than a continuation of the "Services". It is the requirement of this contract that the Bidder should provide professional, objective and impartial advice and services and at all times hold the client's interests paramount, without any consideration for future work, and that in providing advice and services they avoid conflicts with other

assignments and their own corporate interests. Bidder shall not undertake any assignment that would be in the conflict with their prior or current obligations/tasks to AERA or that may place them in a position of being unable to carry out the assignment in the best interest of their Client.

22 Professional Liability.

AERA shall not be liable to pay any compensation/cost to the Bidder or its employees for any damage to the persons under the employment of the Bidder.

23. Standards of ethics

The Bidder and their employees should observe the highest standard of ethics.

24 WARRANTY (Free Service Support)

The bidder should provide free service support of six months after completion of TASK-1 i.e. issue of certificate of STQC/GIGW.

25 INTELLECTUAL PROPERTY RIGHTS/ COPY RIGHTS

Intellectual Property and Ownership: All Intellectual Property Rights in the works, developed hereunder, including any software and documentation and any additional or new development or inventions made in the course of performance of services hereunder by the bidder or its personnel involved in the project of the AERA shall absolutely belong to AERA.

The service provider would be responsible for ensuring that the copyright laws for content are strictly adhered to. The copyright over the content of the AERA's website, would, however, remain with AERA & the service provider will handover the source code ,ftp access to source code, all contents, Data, Manuals ,documents related to table structure, flow charts, ftp etc pertaining to web portal & services to AERA. The property right of the same will remain with AERA.

26 ASSIGNMENT AND SUBLETTING OF CONTRACT

No subletting of work as a whole by the service provider is permissible. The service provider may, after informing AERA and getting the written approval, assign or sub-let piece rated jobs only. Such assignment sub-letting shall not relieve the service provider from any obligation, duty or responsibility under the contract. Any assignment as above without prior written approval of AERA shall be void.

27 Extension of the date of completion

On happening of any events causing delay as stated hereinafter, the service provider shall intimate immediately in writing to Nodal Officer (IT)/ IT Division, AERA.

- Due to any reasons defined as Force Majeure.
- Any other causes which, at the sole discretion of AERA is beyond the control of the service provider.

28 Standards of Performance

The service provider shall carry out the tasks/ services assigned and carry out its obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted norms, techniques and practices used in the industry. The service provider shall employ suitable professional in the appropriate field of work, appropriate advanced technology and safe and effective equipment, machinery, material and methods.



29 Confidentiality and non-disclosure of information

A. Protection of Confidential Information

The service provider 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 Authority's regulatory functions.

With respect to any confidential Information disclosed to it or to which it has access, the successful bidder affirms that it shall:

- i. Use the Confidential Information as necessary only in connection with the contract and responsibilities assigned to it by virtue thereof and in accordance with the terms and conditions contained herein;
- ii. Maintain the confidential information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder;
- iii. Not to make or retain copy of any Order or Consultation Paper issued by the Authority or any data or documents shared with it;
- iv. Not to disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity;
- v. Return to the Authority all documents and papers, confidential or whatsoever, on expiration or termination of either parties' engagement in the contract or on demand of the Authority;
- vi. Not discuss with any member of the public, media, press, stakeholders or any other person about any information or document in its possession relating to functions of the Authority.

B. Undertaking for non-disclosure

The Service Provider shall not disclose the contract or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of AERA in connection therewith to any person. Any document other than the contract itself shall remain the property of the AERA and shall be returned (in all copies) to the AERA on completion..

Successful bidder shall be required to sign and submit a Non-disclosure Undertaking with respect to strict compliance and adherence to the conditions in Protection of Confidential Information.

30 Security Requirements as per IT Act and GIGW

It is necessary to ensure the integrity of the information hosted on the portal as well as the confidentiality of the data/information. It is, therefore, necessary to establish adequate security measures for the portal. Suitable security solutions will, therefore, be integrated with the AERA portal to achieve these security objectives. The system must generate logs for all the administration, content updation and operational activities. These logs would be available for perusal to the administrators of the AERA portal.

31 Agreement

The Service provider shall enter into an Agreement with the AERA within seven days from the date of 'Acceptance of work order/award of contract'. The service provider shall enter into and execute contract agreement in the prescribed format by AERA. The cost of the stamp papers for the agreement shall be borne by the service provider. Two sets of contract document/agreements shall be prepared and signed by both the parties. One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the service provider free of cost and the original is to be retained by AERA.



Forwarding letter for submitting tender/bids

(On the letterhead of the bidder)

To,

Deputy Chief
Airports Economic Regulatory Authority of India,
AERA Building, Administrative Complex,
Safdarjung Airport, New Delhi - 110003

Subject : Submission of tender for design, development and maintenance of AERA Website in reference to tender ref. No. AERA/10015/IT-2/2021-22/AERA Website dated _____ - reg.

Dear Sir,

With reference to the subject mentioned above, I/We hereby submit bids for design, development and maintenance of AERA Website in accordance with the criteria and terms & conditions mentioned in the tender issued by AERA vide tender ref. No. AERA/10015/IT-2/2021-22/AERA Website dated _____.

2. I/We hereby certify that I/We have examined and am/are fully familiar with all the provisions of the tender documents. I/We agree to abide by all these terms and conditions laid therein and to execute all works referred to in the said tender documents within the specified timelines. The following documents are enclosed:-

- i) Signed copy of tender document
- ii) Technical Bid along-with annexure & supportive relevant document
- iii) Financial Bid in a sealed separate envelope
- iv) Supporting documents/format/undertaking etc referred to in tender document

3. I/We also authorize AERA to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application. For this purpose, I/we hereby authorize (.....) to furnish pertinent information as deemed necessary and requested by AERA to verify statements and information provided in this application or regarding our competence and understanding on the mandate.

4. I/We hereby declare that the statements made and information provided in the duly application are complete, true and correct..

(Signature & Seal of Bidder)
Name of Authorized Signatory
Telephone/Mobile
Email

Date:
Place:



'TECHNICAL BID'
(On the letterhead of the bidder)

Tender for design, development and maintenance of AERA Website

Tender Ref. No.	AERA/10015/IT-2/2021-22/AERA Website
Dated	__06.2021

1. Details of agency/company :

Sl. No.	Particulars	Details
i.	Name of the Agency	
ii.	Registered/Corporate Address of the Agency	
iii.	Address of office in Delhi, if different from registered/corporate office	
iv.	Website	
v.	Phone Numbers	
vi.	Email Address	
vii.	Authorized Representative's Name	
viii.	Mobile Number	
ix.	Alternate Mobile Number	
	Email address	

2. Registration particulars: Please give details of registration and provide self-attested copy of registration/certificates.

Sl No.	Particulars	Registration No.	Copy attached? Yes / No
i	Registration of agency with Central/state Government		
ii	ISO Certification		
iii	CMMI Certification		
iv	PAN Number		
v	TAN Number		
v	GST Number		

3. Annual Turnover: Please enclose copy of Income Tax Return or Audited/Provision Accounts Statements in support of the turn over:

Sl No.	Financial Year	Status	Turnover (Rs. in lakh)
i.	2020-21	(Audited/Provisional)	
ii.	2019-20	(Audited)	
iii.	2018-19	(Audited)	

4. Work Experience : Bidder may furnish and enclose a list of websites developed by the bidder for Govt. organization/PSU for last five years. Copies of work completion/experience certificate should be enclosed.

Sl No.	Name of Govt. Deptt/Organization/PSU	URL of website	Work order date	Work completion date

(Relevant work completion certificate and work order attached :Yes / No)

5. Technical Professionals : Bidder may furnish the details of technical professional who will be involved in the project.

Sl No.	Name & Designation	Qualification	Specialization viz. designer, developer etc	Work Experience (in years)	Some major project with website link	Role & responsibilities in the project

6. Any other relevant information

(Signature of Authorised Signatory)
Name & Designation with seal

DECLARATION:

The information furnished above is true and authentic. I have carefully read all the terms and conditions of the tender and agree to abide by them in entirety . I have signed on each page of this Technical bid in token of acceptance of terms detailed in the tender.

Date
Place

(Signature Authorised Signatory)
Name & Designation with seal



Declaration of Non-Black-Listing
(On the Letterhead of the Bidder)

Date : _____

To,

Deputy Chief
Airports Economic Regulatory Authority of India,
AERA Building, Administrative Complex,
Safdarjung Airport, New Delhi - 110003

References: 1) AERA Tender Ref. No. No. AERA/10015/IT-2/2021-22/AERA
2) Our Bid ref. No. _____

Subject : Declaration of non-blacklisting - reg

Sir,

In response to tender under reference, I/ We hereby declare that presently our firm is having unblemished service record.

2. I/We further declare that our firm is not blacklisted/ debarred and not declared ineligible for any reason (including corrupt & fraudulent practices) by any Central/ State Govt. Department, Public Sector Undertakings, Autonomous Bodies, Academic Institutions and Commercial Organizations in past five years from the last date of submission of bid.

3. If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our performance security and due, if any may be forfeited in full and the work order/award of contract may be cancelled.

Yours faithfully,

(Name & signature with stamp of the bidder)



Bid Security Declaration
(On the letterhead of the bidder)

To,

Deputy Chief
Airports Economic Regulatory Authority of India,
AERA Building, Administrative Complex,
Safdarjung Airport, New Delhi - 110003

Subject : Bid Security Declaration - reg

References: 1) AERA Tender Ref. No. No. AERA/10015/IT-2/2021-22/AERA
2) Our Bid ref. No. _____

Dear Sir,

I/We , irrevocably declare as under:

I/We understand that, as per clause/paraof Tender/bid conditions, bids must be supported by a Bid Security Declaration in lieu of Earnest Money Deposit.

I/We hereby accept that I/We may be disqualified from bidding for any contract with AERA for the period specified in tender notice from the date of disqualification or as may be notified by AERA (without prejudice to AERA's rights to claim damages or any other legal recourse) if,

- i) I am /We are in a breach of any of the obligations under the bid conditions,
- ii) I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
- iii) On acceptance of our bid by AERA, I/we fail to deposit the prescribed Performance Security Deposit or to execute the agreement to commence the execution of the work in accordance with the terms and conditions and within the specified time.

(Signature of Authorized Signatory)
Name & Designation
Seal



Technical Requirement Matrix
(On the letterhead of the bidder)

The Bidders shall submit their compliance on the Technical Parameters as specified as to whether the offered system complies with requirements by **specifying in terms of 'Yes' or 'No' and also submit the documents/leaflets required in support of above compliance.**

Sl. No	Essential Features	Declaration / Documents	Confirmation
1.	The Website of AERA should be hosted on NIC Cloud in redundant mode with proper clustering.	As per declaration & detailed plan to be submitted	
2.	The Website of AERA should have proper back-up arrangements.	As per declaration & detailed plan to be submitted	
3.	Development of suitable applications, web contents and other features as per requirement mentioned in the scope of work.	As per declaration	
4.	Suitable measure to stop hacking, phishing and ensure safety of the web site.	As per declaration	
5.	99 (ninety nine)% up-time for the system with fail-safe provision.	As per declaration	
6.	All contents generated in AERA Website on real time basis.	As per declaration	
7	The website so developed for AERA has to be certified by empanelled security auditors of CERT.IN as per the provisions relating to the security aspects of Information Technology (IT) Act, 2000 & amendment thereto and GIGW	As per declaration	
8	The vendor should provide 24x7 uninterrupted services, including Sundays and public holidays.	As per declaration	
9	Vendor core operations to be based in Delhi to ease operations.	As per declaration	
10	Advanced search options and category based browsing.	As per declaration	
11	The system must have fail-safe arrangement with the capability to shift to the new server without affecting the operations.	As per declaration	
12	Scalable to accommodate future requirements.	As per declaration	
13	Access to site statistics / finished reports and raw log files, audit trail.	As per declaration	
14	Robust maintenance plan (back-up & monitoring system).	As per declaration & detailed plan	
15	The content in different forms (hardcopy or softcopy) will be provided to the vendor and they have to convert it to suitable formats for updation in the web site immediately.	As per declaration	
16	Necessary control panel for online Internet space monitoring like site traffic analysis, page hits, region-wise distribution of traffic etc. of website to be made available to AERA	As per declaration	

Signature & Seal of Bidder



Financial Bid

(On the letterhead of the bidder)

To,

The Deputy Chief
Airports Economic Regulatory Authority of India
AERA Building, Administrative Complex
Safdarjung Airport, New Delhi-110003

With reference to Tender Ref. No. No. AERA/10015/IT-2/2021-22/_____ dated _____, the cost/rate for TASK-1 & 2 i.e. design, development and maintenance of AERA Website as per Scope of work mentioned in para 10.1 and 10.2 in the tender are as under:

(Amount in Rs.)

Sl. No.	Item Description As mentioned in the Scope of Work	Cost/ Rate	GST	Total
i	Design & Development of website including migration of data from existing website, hosting on NIC Cloud and launching the website			
ii*	Procurement & installation of SSL Certificate (for Two Years)			
iii*	Security Audit of website from CERT-IN empanelled agency (for Two Years)			
iv	STQC /GIGW Certification			
v*	Annual Maintenance Service of AERA Website hosted on NIC Cloud after six month of completion of TASK-1 (for Two Years)			
	Total			

Note: The percentage of payment in payment schedule/terms of payment mentioned at para 19 of the RFP shall be calculated on the basis of timeline/completion of respective task (s) [Task-1/2 Separately]

*: The bidders shall submit financial quote for 02 (two) years.

(Signature of Authorized Signatory)

Name & Designation

Seal

Date _____

Place _____

