

	<p>NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION & RESEARCH (NIPER), SECTOR 67, S. A. S. NAGAR (MOHALI) PUNJAB – 160062 , www.niper.gov.in</p> <p>Telephone No. 0172-2214682-87, Fax No. 0172-2214692, 2230068</p>
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No. Etender109/22/19646/

Dated: 24.06.2022

E-tender for Design, development and maintenance of website of National Institute of Pharmaceutical Education and Research (NIPER), Sector-67, S.A.S. Nagar, Mohali-160062 (Punjab)

National Institute of Pharmaceutical Education and Research (NIPER) invites online e-tenders in two –bid format **Design, development and maintenance of website of National Institute of Pharmaceutical Education and Research (NIPER)** at the Institute as per the specification given in the tender documents and other details can be obtained from the website: www.tenderwizard.com/NIPER and official website of the NIPER <http://www.niper.gov.in>.

1	Downloading of e-tender document	Start Date: 25.06.2022 at 09.00 PM
		End Date : 19.07.2022 at 01.00 P.M
2	Date of submission of e-tender	Start Date : 25.06.2022 at 10.00 PM
		End Date : 19.07.2022 at 05.00 P.M
3	Opening of Technical Bid (online)	20.07.2022 at 11.00 A.M

Director, NIPER reserves the right to reject any or all tenders without assigning any reasons. Corrigendum/Addendum or Cancellation of this advertisement, if any, shall be published on NIPER Website and www.tenderwizard.com/NIPER.

For participating in the above e-tender, the bidder shall have to get themselves registered with <http://tenderwizard.com/NIPER> and get user ID & password. Class 3 Digital Signature Certificate (DSC) is mandatory to participate in the e-tendering process. It is advisable to complete the online submission process well before time to avoid any delay in submission. For any clarification/difficulty regarding e-tendering Process flow please contact on helpdesk numbers 09257209340, 08045628821, 0172-5035950.

AAR (S &P)

NOTICE INVITING e-TENDERS

1. The Bidders shall have to submit their Bids online in Electronic Format Digital Signatures. For participation in the e-tendering process, the Bidders need to register themselves at <http://tenderwizard.com/NIPER> and get user ID and password. Class 3 Digital Signature Certificate (DSC) is mandatory to participate in the e-tendering process. (Helpdesk No. for registration – 09257209340 & 08054628821).
2. E-Tender processing fee shall be payable to M/s ITI Limited through their e-gateway by credit/debit card, internet banking facility and non refundable.
3. No tender will be accepted in physical form and in case it has been submitted in Physical it shall be rejected without any communication to the sender.
4. Bids will be opened online as per time schedule mentioned in tender document.
5. The tenderer are requested to read the tender document carefully and ensure to compliance with all the instructions herein. Non –Compliance of the instructions contained in this document will disqualify the tenderer from the tendering exercise.
6. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been uploaded with the bid.
7. Director NIPER SAS Nagar will not be responsible for any delay in online submission of bids due to any reason whatsoever.

TECHNICAL SPECIFICATIONS

Design, development and maintenance of website of National Institute of Pharmaceutical Education and Research (NIPER), Sector-67, S.A.S. Nagar, Mohali-160062 (Punjab).

1. Introduction / Purpose:

National Institute of Pharmaceutical Education and Research (NIPER) is the first national level institute in pharmaceutical sciences with a proclaimed objective of becoming a centre of excellence for advanced studies and research in pharmaceutical sciences. The Government of India has declared NIPER as an 'Institute of National Importance'. It is an autonomous body set up under the aegis of Department of Pharmaceuticals, Ministry of Chemicals and Fertilizers, Government of India. The Institute is conceived to provide leadership in pharmaceutical sciences and related areas not only within the country, but also to the countries in South East Asia, South Asia and Africa. NIPER is a member of Association of Indian Universities and Association of Commonwealth Universities.

The purpose of this document is to invite a suitable service provider for “Design, Development, and Maintenance & Hosting of NIPER S.A.S. Nagar Website”. The website shall serve as a powerful communication tool in reaching to the potential stakeholders. NIPER S.A.S. Nagar plans to have a dynamic state-of-the-art web site that would truly reflect the vision of the institute, be a lively platform, and add to the institute’s vibrant academic environment and campus life.

To meet this objective, NIPER S.A.S. Nagar invites reputed, and experienced agencies / firms, having expertise in design and development of websites as Service Providers (SP) that have proven track record.

2. Scope of Work / Features required:

Website design, development, hosting and maintenance with Web Content Management Systems (WCMS) for the website. The website should be developed using Free and Open Source Software (FOSS) only independent of platform and should have a user friendly GUI interface to create, update and upload content. Following shall be covered under the scope of work:

1. Design and Development of the website:

- a. The agency must study the existing website of the institute and design the website as per the features mentioned in this document. The agency needs to prepare different templates for

the homepage, contents of the website and sitemap which would be presented to and finalized after consultation with the NIPER SAS NAGAR.

- b. Aesthetics design/contrast/color combination must follow latest W3C Web Content Accessibility guidelines to make the website accessible to persons with disabilities.
 - c. The New website shall work on HTTPS protocol.
 - d. No existing web templates to be used. Design must be made from scratch.
 - e. Website design must allow flexible font size, and adaptive carousals making website independent of platform (OS), browser, device and resolution.
 - f. Bread crumb navigation to be deployed for the entire website.
2. Website must ensure 100% compliance to the latest Guidelines for Indian Government Websites, GIGW.
 3. Website must be compliant to World Wide Web Consortium Web Content Accessibility Guidelines 2.0 incorporating features like voice enabling, enhancement of font size etc.
 4. Website must support multiple languages. English and Hindi to be mandatory.
 5. Website must provide provision for secure integration with Payment Gateway for online payment transactions, allowing the admin to configure the payment portal webpage.
 6. Website must provide a search module for efficient information retrieval.
 7. Website must be carrying out security audit of the website and procurement of digital and other security certificates (eg. SSL, etc.) as and when required
 8. Website must be STQC approved. Final acceptance of the website will depend on the STQC approval.
 9. Website must provision migration of data from old website to new website.
 10. Website must incorporate necessary security features against hacking/defacement. Logins and payment transactions must operate on secure protocols.
 11. Website will be hosted at NIC cloud environment. Accordingly, hosting of the website will be done by the agency/firm with the allocated credentials provided by NIC if hosted with NIC. Agency will

need to work closely with NIC or VPC service providers to deploy designed and developed website on NIC server/cloud.

3. Overview of the functionalities required:

The website shall be based on a Web Content Management System. Facility to update the content by multiple users (role based) through browser based administrative module using WYSIWIG or similar editing tools allowing non-technical users to create and edit the micro sites.

1. Module segregation: The content is to be stored in the database and design is to be controlled by using cascading style sheets.
2. The WCMS website shall be able to create micro sites for departments within the main website.
3. Facility to manage departmental news/events/notification through an administrative control panel. Administrator must be able to upload pictures and videos to their events.
4. Media Management System: Super admin must be able to manage the photo and video gallery on the main website. While micro site admin may have the same privilege only to their micro site.
5. User Management: Super admin must have the privilege to create an admin for a micro site.
6. Menu Management: Ability to add, move, delete, modify menus on the site and micro site.
7. Multilingual Content: Ability to create the content in multiple languages (English and Hindi mandatory).
8. Social Media Integration.
9. Website speed optimization
10. Support to search Engine Optimization
11. Content Editing:
 - a. WYSIWYG or similar interface for content editors.
 - b. Compatible on all browsers and allow mobile editing.

4. Functionalities:

Outline of various features and functions desired are listed below: These features shall be liable to change as per the requirements of the institute during the course of the website development.

4.1 User Management:

- Role based user management must be followed.
- Super admin shall have the rights to edit in the main website. Super admin can create/edit/delete departments, micro sites, and their respective admin.
- The micro site admin shall have the privilege to create/manage/update the web content of their microsite.

- Super admin must be able to add, move, delete, and modify menus on the website.
- Super admin must be able to create sub-domain, forms and web portals within main website.
- Creation and maintenance of archive section on the website in auto mode.

4.2 Website Layout:

The layout shall be designed by the agency in active association with the committee representing NIPER S.A.S. Nagar for website development. The layout of the website must be customizable. Following is the overview of the website layout:

- Header: NIPER S.A.S. Nagar Logo, date & time, search box & sitemap
- Home Page:
 - Menu with navigation links
 - 360 degree view of the campus and internal buildings.
 - Photo & video gallery slider
 - Vertical scroll for events/news, orders, notifications and announcements
 - Editing & Uploading of content may include documents, PDFs, Images, videos, web links, etc.
- Navigation Links:
 - About
 - Governance
 - Academics
 - Campus Facilities
 - Student Corner
 - Admissions
 - Tenders
 - RTI
 - Research
 - Faculty
 - Downloads
 - Alumni
- Footer:
 - Visitor Count
 - Privacy Policy

- Contact Us
- Social Media Accounts
- MAP

4.3 Micro sites:

Dynamic provisioning for micro sites is desired. Super admin must be able to create micro sites for departments/ centres /committee and their corresponding admin. The admin shall have access to their micro site with rights to create menu, upload photos and videos, and update the content in their micro site. In general, following micro sites are required:

- Departments
- Centres
- Admissions
- Central Library
- RTI Portal
- Placements
- Tenders
- Library
- Alumni

Provision to create new micro sites must be provided. Super admin must have the right to provision a new micro site as required.

5. **Security, hosting, and maintenance:**

The agency shall ensure following safety features are mandatorily provided:

- Website will be hosted at NIC cloud environment. Accordingly, hosting of the website will be done by the agency/firm with the allocated credentials provided by NIC if hosted with NIC. Agency will need to work closely with NIC or VPC service providers to deploy designed and developed website on NIC server/cloud.
- Tools for controlling and monitoring website security.
- Protection against hacking/defacement etc.
- Security features to protect website from session hacking, SQL Injection, cross scripting, denial of service etc.
- STQC approval
- The agency shall host the website on a NIC Cloud server, ensuring at least 99% uptime.

- In case of an unfortunate event of hacking/defacement, the agency shall ensure the website is restored to normalcy at the earliest followed by submission of comprehensive report indicating the point of exploitation and shall make necessary amends to mitigate the point of exploitation at no extra cost. A disaster Recovery Plan must be submitted as part of proposal.
- Maintenance of the website must be offered by the agency for a minimum of 2 years. Maintenance charges after 1st year, up to 2-years should be quoted.
- All information, documents, photographs and data generated, as a result of the execution of the job shall all time remain the property of NIPER SAS NAGAR.
- The agency must provide support to the institute in future for migrating the institute website on the local data server at NIPER S.A.S. Nagar, as and when requested.
- The agency shall host the existing website for a period of minimum 3 months on a sub-domain/others.

6. Web Development Standards:

Website must be developed with latest technology, using up-to-date development tools and software. The development approach must conform to the best practices in the website development and maintenance. It must adhere to commonly accepted standards and practices. Usage of Closed Source Software should be avoided and Free open source software must be used.

7. Acceptance Testing:

The final version of the website shall be tested by NIPER S.A.S. Nagar or its appointed representative to inspect, test and evaluate the website and determine whether the website satisfies the acceptance criterion as agreed upon. Agency shall rectify the deficiencies and other deviations from the work plan as identified by the institute immediately and not later than 10 days from the day of intimation by the NIPER S.A.S. Nagar. Reevaluation shall be done by the representative to accept the updated version. Final payment release shall be subject to NIPER S.A.S. Nagar conveying acceptance after evaluations.

8. Training:

The agency shall provide training in the use/maintenance of the website. Knowledge transfer of technical aspects of the website maintenance shall be carried out for a minimum of 2 weeks. Complete website source code and other technical documents associated with the website development, administration and use shall be provided to the institute. The training shall be extended to NIPER S.A.S. Nagar user department personnel associated with maintaining the micro sites. The agency shall provide on-site technical support and assistance as and when the institute decides to host the server in-house.

9. Deliverables:

- The website needs to be delivered on turn-on-key basis within 6 months from the date of award of contract.
- Work Plan schedule.
- Source code & databases with complete documentation (Including all manuals).
- Tools with licenses (If any).
- Training Plan.
- STQC approval
- Commitment letter for non-infringement of trademark and copyrights.
- Implementation of SSL
- Confidentiality and non-disclosure agreement.
- Modification based on the user feedback

10. Change in Scope of Project:

All changes required shall be communicated by the way of a proposal through email from NIPER S.A.S. Nagar specifying the changes. Only major changes requiring substantial development effort and allocation of resources shall constitute change in scope of project. All work accepted as amendment to the work plan originally agreed upon shall be deemed to be covered under the contractual agreement already entered into. Template design/aesthetic changes during the development of the website shall not be considered as change in scope of project.

11. Copyright/License Violations & Provision of Legal Copies:

NIPER S.A.S. Nagar shall not be responsible against any liability for the use of software with regard to copyright / license if any.

12. Confidentiality and Non-Disclosure Agreement:

The agency undertakes to comply with all confidentiality and non-disclosure conditions spelt out in the contract agreement, and confirms that this shall be binding upon the company and all its employees, and associate partners if any who are or may be involved in the project at any stage.

13. Trademarks & Copyrights:

- The deliverables and any other documentation materials or transfer of all related intellectual property rights or works commissioned by NIPER S.A.S. Nagar and as such shall be the sole property of NIPER S.A.S. Nagar and institute shall be vested with all right, title and interest therein.
- The copyright in respect of all works associated with the Website developed for NIPER S.A.S. Nagar shall be vested with the NIPER S.A.S. Nagar. All associated patents, copyrights and trade secret rights shall be exclusive property of NIPER S.A.S. Nagar.
- Agency shall provide to the institute the complete source code with database, all related dependencies, along with all related intellectual property rights of the modified source code to NIPER S.A.S. Nagar, used for website development.
- The agency shall also assist the institute in installation/commissioning the website if there is a relocation of the website hosting.

INVITATION FOR BIDS

Invitation for bids through the Tender Notice is for selection of the firm also called the “bidder” capable of creating Dynamic website of NIPER S.A.S. Nagar as specified in the scope of work and in accordance with the terms and conditions. Sealed bids prepared in accordance with the procedures enumerated in this Tender Notice should be submitted ONLINE or before the last date.

1. Due Diligence- The bidder is expected to examine all instructions, forms, terms and conditions in the Tender Notice. The bid should be precise, complete and in the prescribed format as per the requirements detailed in this Tender Notice. All the pages comprising the technical and financial bid shall be serially numbered. Failure to furnish all information required, or submission of a bid not conforming to the requirements in every respect will be at the Bidder’s risk and may result in rejection of the bid and forfeiture of Earnest Money Deposit (EMD).

2. Bid preparation and submission costs- The bidder shall bear all costs associated with the preparation and submission of the bid and NIPER S.A.S. Nagar will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
3. Language of proposal- The bids and all correspondence and documents shall be written in English and/or Hindi.
4. Clarification of Bidding Documents- The Bidder requiring any clarification of the bidding documents may notify the institute by e-mail. The following personnel may be contacted for the purpose.

Registrar

NIPER S.A.S. Nagar

E-mail:-registrar@niper.ac.in

5. The institute will respond to any request for clarification of the bidding documents, which it receives not later than 7 days from the date of receiving the query.

6. Experience & Bidder Profile-

Fulfillment of the following conditions will be necessary for any firm participating in the bid:

- 6.1. The firm/agency must be a registered body with Govt. of India/State.
- 6.2. The firm should have a minimum of 10 (ten) years' experience from the last date of submission of bid in design, development, and providing maintenance and management services of websites/ portals/ web applications. Copy of work order, completion certificate and performance certificate are required to prove the eligibility.
- 6.3. The firm should have designed, developed and maintained at least 02 (Two) website for any educational institute/ university/ Government websites for a minimum of 1 year. Copy of work order, completion certificate and performance certificate are required to prove the eligibility.
- 6.4. The firm must have Standards ISO 9001:2015 and ISO 27001:2013 or CMMI Level 5 or 3. Proof of such document has to be provided while tender submission.
- 6.5. The firm should have cumulative turnover of at least Rs. 40 Lakhs for last three financial years ending on 31st March 2022 or at least Rs. 15 Lakhs for the last financial year ending on 31st March 2022. Copy of Balance Sheets and P&L account duly certified by a Chartered Accountant along with ITRs of above said three financial years should be submitted.

6.6. Firm should have GST registration certificate and PAN and other statutory documents.

6.7. The bidders has to submit earnest money deposit of Rs. 25,000 (Rs. Twenty Thousand only) which is refundable by way of demand draft only. **Which refundable though e-payment (Internet Payment Gateway (Debit & Credit , Net banking & National Electronic Funds Transfer) only . It is further required that the E-receipt/proof of deposit of EMD attached with technical bid and e_tendering mode with other relevant documents. In case of non receipt of earnest money in tender, the tender will be straightway rejected. The MSE's and the firm registered with NSIC may be exempted for deposit EMD Documents to be submitted alongwith the Bid**

6.8. The bidder should have the capability of handling multi-language projects and should attach proof/certificate for the same.

6.9. Firm is willing to provide complete service online and offline to this Institute.

7. **Amendment of Bidding Documents-** At any time before the deadline for submission of bids, NIPER S.A.S. Nagar, for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, modify the bidding document by amendment. All prospective Bidders shall be notified of the amendment through the NIPER S.A.S. Nagar website and all such amendments shall be binding on them. If required, in order to allow Bidders reasonable time in which to take the amendment into account in preparing their bids, NIPER S.A.S. Nagar reserves the rights to extend the deadline for the submission of bids and the same shall be notified on the NIPER S.A.S. Nagar website.

8. **Performance Security-** On receipt of notification of award from the institute, the successful Bidder shall furnish the performance security at 3% of the cost of website designing and development in the form of PBG/DD in favour of The NIPER S.A.S. Nagar or in the form of Bank Guarantee or in another form acceptable to the institute. Failure of the successful bidder shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the institute may make the award to the next lowest evaluated bidder or call for new bids. Performance Security should be valid up to two months beyond the expiry date of warranty obligation / maintenance period.

9. Rejection of Bids:

NIPER S.A.S. Nagar reserves the right to reject bids in the following cases:

9.1. If bidders give wrong information in their bid, NIPER S.A.S. Nagar reserves the right to reject such bids at any stage and forfeit the Earnest Money Deposit / Performance Bank Guarantee and cancel the order, if awarded.

9.2. Incomplete bids are liable to be rejected.

- 9.3.If the technical offer contains any price information the offer will be summarily rejected.
- 9.4.Canvassing in any form in connection with the tender is strictly prohibited and the bids submitted by the bidder who resort to canvassing are liable for rejection.
- 9.5.Unsigned tenders/bids, unattested corrections and over writing by bidders are also liable for rejection.
- 9.6.The schedule for accepting the tenders shall be strictly followed- late tenders shall not be accepted.
- 9.7.Bids submitted without supporting documents as mentioned or required to submit with bids are liable to be rejected.
- 9.8.The Tenderers must confirm in their bid acceptance in full of the terms and conditions in this enquiry. Any non-acceptance or deviations from the terms and conditions must be clearly brought out. However, tenderers must note carefully that any conditional offer or any deviation from the terms and conditions of this enquiry may render the quotation liable for rejection.
- 9.9.Each page of the tender document including all annexure duly stamped and signed by the bidder as acceptance of all tendered terms & conditions must be submitted along with the tender bid and tender should be page numbered.
- 10.**Modification and withdrawal of Bids-** The Bidder is not permitted to modify, substitute, or withdraw the bid proposal after submission.
11. **Acknowledgement of understanding of terms-** By submitting a bid, each agency shall be deemed to have acknowledged that it has carefully read all sections of this Tender Notice, including all forms and has fully informed itself as to all existing conditions and limitations.
12. **Bid Submission-** Tenders shall be submitted in 2 parts. Part A (Technical Bid) and Part B (Commercial/Finance bid) Technical bid as per annexure 1(A) to 1(C) and financial bid as per Annexure II . Technical Bid part A should contain all technical document along with tender fee & EMD.
13. The bidders may be requested to deliver the Power Point Presentation of their proposed model at their own expense during evaluation of technical bid after qualifying the bidder eligibility criteria.
14. The Bids received after closing date and time, will not be accepted.

TECHNICAL BID - PROFORMA For

Technical Bid for Design , Development and Maintenance of dynamic Website of NIPER S.A.S. Nagar

Details of the Bidder:

1.	Name of Firm/Agency and its Address:	
2.	Registration Number:	
3.	Telephone No. (Landline):	
4.	Fax No.:	
5.	Mobile No.:	
6.	Email Address:	
7.	Name & Address of Branch, if any:	
8.	Type of Organization: (Whether proprietorship/ partnership/ society/ Private Limited/ Public Ltd. or Cooperative body etc., attach proof)	
9.	Name of Proprietor / Partners / Directors of the Organization:	
10.	Details of the Payment of EMD (Refundable without Interest):	UTR No : Date: Amount: Drawn from the Bank:
11.	Details of PAN & GST:	

Name and signature of the authorized person of the firm along with seal

Technical Bid should indicate following information along with the supporting documents:

S.No.	Documentary Proof of	Attached (Yes/No)
1.	Company Registration / Partnership Registration Certificate. (Certificates need to be attached)	
2.	EMD Details	
3.	Proof of Experience for design, development, and providing maintenance and management services of websites/portals/web applications (Minimum 10 Years)	
4.	Proof of Experience for designed, developed and maintained at least 02 (Two) website for any educational institute / university/ Government/ for a minimum of 1 year	
5.	Proof of cumulative turnover of at least Rs. 40 Lakhs for last three financial years ending on 31 st March 2022 or at least Rs. 15 Lakhs for the last financial year ending on 31 st March 2021. Copy of Balance Sheets and P&L account duly certified by a Chartered Accountant along with ITRs of above said three financial years.	
6.	The firm must have Standards ISO 9001:2015 and ISO 27001:2013 or CMMI Level 5 or 3. Proof of such document has to be provided while tender submission.	
7.	Capability of handling multi-language projects and should attach proof/certificate	
8.	GST Number.(Certificates need to be attached)	
9.	Permanent Account Number (PAN) issued by Income Tax Department.	
10.	Certificates / Undertaking to the effect that the bidder had never been blacklisted by any of the Government Organization / Agencies.	

Name and signature of the authorized person of the firm along with seal

Firm Name : _____

Clients Details where development of WCMS based Websites have been undertaken Name & Address of Client	
Type of Client	
Place(s) of Service	
Whether the Websites developed were Multilingual	
Duration	
Total Number of manpower Deployed	
Quantity of work (in no. of WebPages)	
Cost of the project	
Approximate value of Service (in Indian Rupees)	
Details of Hardware/ Software/Technology used	
Any special features of the project which the Agency may like to specify	
Name, title and Contact details of the contact at Client location	

Note:

1. Separate sheets for each client to be enclosed
2. Letter from the client on the project executed to be enclosed.

Name and signature of the authorized person of the firm along with seal

**PROFORMA FOR DETAILED TECHNICAL
PROPOSAL CONTENT**

For

Design and Development of dynamic Website for NIPER S.A.S. Nagar

The technical proposal of the bidders should contain the following minimum information. Bidders are free to provide, any other information that they deem fit and relevant in support of their bid.

Section-1: Company / firm

A. In this section the contractor should highlight about their company, how it is organized (organization structure), its capability and a brief about its key personnel.

Section-2: Description of the Approach, Methodology and Work Plan

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present this section of the technical proposal:-

A. Technical Approach and Methodology: In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

B. Work Plan: In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports.

Name and Signature of the authorized person of the firm along with seal

PROFORMA

For

Financial Bid

Design and Development of dynamic Website of NIPER S.A.S. Nagar

S.No.	DESCRIPTION	COST IN RUPEES	GST and taxes, if any	Total Cost
1.	Design & Development of website as per the requirement of NIPER SAS NAGAR, including free AMC for a period of one year from the date of installation, Security audit , STQC , SSL Implementation and hosting of the website on NIC Cloud functional in all respect.			*****
2.	AMC for 2 Years (After Completion of One year)			*****
3	TOTAL COST			*****

GENERAL/SPECIAL TERMS
&
CONDITIONS & DECLARATION BY THE TENDERER

General Terms and Conditions

(a) NIPER S.A.S. Nagar reserves the right to terminate the bid process

NIPER S.A.S. Nagar reserves the right to accept any bid, and to cancel/abort the tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected agency or agencies, or any obligation to inform the affected agency of the grounds for NIPER S.A.S. Nagar action.

(b) Obligations of the selected agency

The Agency selected for Developing / Designing of Website of NIPER S.A.S. Nagar shall perform the services and carry out its obligations under the Contract with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry and with professional website development standards recognized by national / international professional bodies. The Agency shall always act, in respect of any matter relating to this Contract, as faithful advisors to NIPER S.A.S. Nagar and shall, at all times, support and safeguard NIPER S.A.S. Nagar legitimate interests in any dealings with third parties.

(c) Penalties

Performance of Services shall be made by the selected Agency in accordance with the time schedule specified by NIPER S.A.S. Nagar in its work order assignment. An unexcused delay by the selected agency in the performance of its obligations under the contract shall render the selected agency liable for a deduction at the rate of 0.5% of the total amount of contract per week of delay subject to a maximum of 10% of the value of the contract which will be recovered from the pending bills. A Committee would be set up by the NIPER S.A.S. Nagar to assess the quality of the website created. NIPER S.A.S. Nagar may order the agency to conduct redesigning of the database or the WebPages at the Agency's cost, if the feedback obtained from Committee is not satisfactory.

(d) Outsourcing of Developing / Designing of Website of NIPER S.A.S. Nagar

The selected agency shall not outsource the Developing / Designing of Website assignment to any other agency except their direct franchisees under any circumstances. The agency has to declare their franchisees / consortium partners, if any, along with their registered business names, modules they will undertake and the infrastructure provided by them. NIPER S.A.S. Nagar will not accept such proposal other than the authorized franchisees declared at the time of submission of the Tender. The agency should also declare the consortium partners for customization of web based system application at the time of submission of the Tender.

(e) Replacement of Staff

In the event of the staff proposed along with this bid are not available at a later date due to reasons beyond the control of the agency, the agency shall ensure that the staff chosen for replacement shall be of similar experience proposed in this bid. In the event of the agency utilizing the services of unskilled staff, NIPER S.A.S. Nagar reserves the right to suspend payments for such developing / Redesigning of Website work.

(f) Indemnity

The selected agency shall indemnify the NIPER S.A.S. Nagar against all claims of loss of data, loss of documents or damages to the files arising from the handling / updation by the agency.

(g) Payment Terms

No payment shall be made in advance nor will any loan from any bank or financial institution be recommended on the basis of the order of award of work. Payment for designing, Developing and maintenance of Website work done under the contract shall be made as per following terms:

- i. 70% on final commissioning of the website after acceptance of NIPER S.A.S. Nagar.
- ii. 15% on completion of one year from the date of final commissioning.
- iii. 15% on completion of second year of hosting from the date of final commissioning.

(h) Special Terms & Conditions

- The bidders are required to quote their lowest rates for Developing / Designing of Website of NIPER S.A.S. Nagar. The rates so quoted should be all inclusive (cost of hardware/software/manpower etc.).
- The bidders qualifying the eligibility criteria will be required to give a live demonstration of the work. If the bidder is already doing the Developing/Redesigning of Website work in any Government department or in any reputed private firm, name, address and telephone number of the same may be mentioned.
- The successful bidder shall compile and make an instruction manual for Developing / Redesigning of Website of NIPER S.A.S. Nagar and the same shall be provided to the NIPER S.A.S. Nagar for use of its staff for carrying out the use, administration, updating, information etc.
- The bidder shall have to arrange its own staff. The NIPER S.A.S. Nagar would neither bear any expenses nor accept responsibility for the same and there would be no relationship between the NIPER S.A.S. Nagar and the staff of the bidder in any manner. The NIPER S.A.S. Nagar reserves the right to deny entry to any staff member of the bidder, if so deemed appropriate by it.
- The successful bidder shall not depute any such person in NIPER S.A.S. Nagar who is party to litigation against NIPER S.A.S. Nagar. No person engaged by

the bidder shall claim any right of employment – contractual or otherwise -with the NIPER S.A.S. Nagar. The NIPER S.A.S. Nagar will not be answerable for the terms and conditions of employment of the staff engaged by the bidder. The bidder will ensure that the staff engaged is disciplined and maintains full decorum at the NIPER S.A.S. Nagar.

- The NIPER S.A.S. Nagar will provide the documents, etc. as required to be placed on the website, to the authorized representative of the bidder on day to day basis under proper receipt. It will be responsibility of the bidder to return the documents to NIPER S.A.S. Nagar staff under acknowledgment in the same shape and condition in which it was taken. The bidder will ensure that the documents/files handed over to it are kept in proper condition and no document is soiled/lost/misplaced/damaged or altered.
- The bidder after successfully storing the website created on its own computer shall transfer the same on the computer/ server/ to be provided by the NIPER S.A.S. Nagar along with the documentation, technical and user manual. However, the Bidder shall be fully responsible for the proper functioning of the website for a minimum period of three years after completion of his work.
- Complete secrecy and confidentiality is required to be maintained by the bidder and his employees. The bidder has to customize the system application and supply to NIPER S.A.S. Nagar along with the source code. The bidder has to develop / customize the system software application specific to NIPER S.A.S. Nagar needs. The NIPER S.A.S. Nagar will have copyright on the product, format, concept layout and design. The NIPER S.A.S. Nagar will have exclusive rights to use it anywhere, in any manner.
- Time is the essence of the contract and the Bidder shall adhere to the time schedule and deadline as prescribed by the NIPER S.A.S. Nagar for execution of the work. On the completion of the work, the bidder shall hand over the database to this institute which shall become the property of NIPER S.A.S. Nagar for all intents and purposes.
- Copy of the application software and database design as may be developed by the bidder or its employees for and during execution of the work shall vest in NIPER S.A.S. Nagar and the bidder shall execute necessary documents for the same and also get an assignment from its employees, in favour of NIPER S.A.S. Nagar.
- The database created by the bidder shall be retrievable by the user. Necessary training for the retrieval of the database, storing, organizing and retrieval is to be imparted to the staff of the institute.
- The NIPER S.A.S. Nagar, in its discretion, reserves the right to reject or accept any or all the tenders partly or completely at any time without assigning any reason thereof.
- An appropriate agreement will be executed by the bidder with the NIPER S.A.S. Nagar, on the agreed terms & conditions. The NIPER S.A.S. Nagar in

its discretion reserves the right to cancel the contract at any time without assigning any reason.

- The NIPER S.A.S. Nagar will deal with the bidder directly and no middlemen/agents/ commission agents etc. should be asked by the bidders to represent their cause and they will not be entertained by the NIPER S.A.S. Nagar.
- Upon termination of the Contract or on expiry of the contract period, the bidder will have to handover all the data created digitally or by other means as well as the documents handed over to him for providing the services and he shall have no right to hold back any of these. Only after getting a certificate to this effect, the nominee of NIPER S.A.S. Nagar shall issue a no-dues certificate for clearing the last payment.

DECLARATION BY THE TENDERER

It is hereby declared that I/We the undersigned, have read and examined all the terms and conditions etc. of the tender document for which I/We have signed and submitted the tender under proper lawful Power of Attorney. It is also certified that all the terms and conditions of the tender document are fully acceptable to me/us and I/We will abide by all the terms and conditions. This is also certified that I/We have no objection in signing the contract if the opportunity for the design and development for website of NIPER S.A.S. Nagar against this tender is given to me/us.

Date:

Signature:

Name:

Designation:

On behalf of: (Company Seal)

FORMAT OF BANK GUARANTEE FORM

This guarantee should be furnished by a Nationalized Bank / Scheduled Bank, authorized by RBI to issue a Bank Guarantee. This bank guarantee should be furnished on stamp paper of Rs. 100/-. The stamp paper should have been purchased in the Name of the Bank executing the Guarantee.

In the case of foreign bidder the B.G may be furnished by an international reputed bank acceptable to the PURCHASER countersigned by any Nationalized / Scheduled Bank in India authorized by Reserve Bank of India.

PERFORMANCE BANK GUARANTEE

1. WHEREAS M/s, having its registered office at..... here in after called the Distributor in India for herein after called "The supplier" for the supply of, in consideration of the NIPER S.A.S. Nagar dt..... Placed an order for the due fulfilment by the said supplier of the terms and conditions in the purchase order, on production of a Bank Guarantee for Rs..... (Rupees..... only). We Bank, (Rein after referred to as "the Bank") at the request of supplier do hereby undertake to pay to the NIPER S.A.S. Nagar an amount on exceeding to Rs..... (Rupees... only).
2. We Bank do hereby undertake to pay NIPER S.A.S. Nagar, the amounts due and payable under this guarantee without any demur, merely on a demand from NIPER S.A.S. Nagar stating that the amount claimed is required to meet the recoveries due or likely to be due from the said supplier. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under the guarantee. However, our liability under this guarantee shall be restricted to a n amount not exceeding to R s (Rupees..... only)
3. We undertake to pay to the NIPER S.A.S. Nagar any money so demanded notwithstanding any dispute or disputes raised by the supplier in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid and discharge of our liability for payment there under and the Supplier shall have no claim against us for making such payment.

4. We the Bank further agree that the guarantee herein contained shall remain in full force and affect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the NIPER S.A.S. Nagar under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Registrar on behalf of the NIPER S.A.S. Nagar certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said..... and accordingly discharges this guarantee.
5. We, the Bank further agreed that the NIPER S.A.S. Nagar shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Purchase Order or to extend the time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the NIPER S.A.S. Nagar against the said supplier and to forbear or enforce any of the Terms and Conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier or for any forbearance act or omission on the part of the NIPER S.A.S. Nagar or any indulgence by the NIPER S.A.S. Nagar to the said supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
6. This guarantee will not be discharged due to change in the constitution of the bank or the supplier.
7. We, the Bank lastly undertakes not to revoke this guarantee except with the previous consent of the NIPER S.A.S. Nagar in writing.
8. This guarantee shall be valid up to unless extended on demand by NIPER S.A.S. Nagar. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs...../- (Rupees only).

Notwithstanding anything contained herein

1. Our liability under this bank guarantee shall not exceed Rs...../- (Rupees only)
2. Bank guarantee shall be valid up to
3. We are liable to pay the guaranteed amount or part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before

Dated:

Signature & Seal of the Bank

Note: The above format contains specific clauses and expressions. These clauses and expressions can vary depending upon the nature / type of agreement and situation. Basic aspect to be kept in mind is that interest of NIPER S.A.S. Nagar is fully protected.

**GARDING BLACKLISTING / DEBARRING
FOR TAKING PART IN TENDER.**

(To be executed & Attested by Public Notary / Executive Magistrate on Rs. 100/- non judicial Stamp paper by the bidder)

I / We _____ Manufacture/Partner(s)/
Authorized Distributor /agent of M/S. _____
_____ Hereby declare that the firm/company namely M/s. _____
_____ has not been blacklisted or debarred in
the past by Union / State Government or organization from taking part in
Government tenders in India.

Or

I / We _____ Manufacture/Partner(s)/
Authorized Distributor / agent of M/s. _____
hereby declare that the Firm/company namely M/s. _____
_____ was blacklisted or debarred by Union / State
Government or any Organization from taking part in Government tenders for a
period of years w.e.f. _____ to _____. The period is over on
_____ and now the firm/company is entitled to take part in
Government tenders.

In case the above information found false I / we are fully aware that the tender /
contract will be rejected / cancelled by the NIPER S.A.S. Nagar, and EMD / SD
shall be forfeited.

In addition to the above, NIPER S.A.S. Nagar, will not be responsible to pay the
bills for any completed / partially completed work.

Signature _____

Name _____

Address _____

Attested:

(Public Notary / Executive Magistrate)

MANDATE FORM FOR PAYMENT

Sr.No.	Supplier Details	
1	Vendor Name	
2	Father/ Husband Name	
3	DOB	
4	PAN Number (Copy provided)	
5	Aadhaar Number	
6	TIN Number	
7	GST No.(Copy provided)	
9	Address Line1	
10	City	
11	Country	
12	State	
13	District	
14	Pin code	
15	Mobile No.	
16	Phone	
17	Email	
18	Bank Name	
19	IFSC Code	
20	Account Number	
21	Others	

Bidder(s)/Authorized Signatory (ies)

