



Central University of Himachal Pradesh

(Established under Central Universities Act, 2009)

Tender No. 12/2014/CUHP/NIT

Dated: 21-10-2014

Notice Inviting Tender

Sealed Tenders are hereby invited for design, development and maintenance of official website of Central University of Himachal Pradesh. Tender form along with Terms & Conditions etc. can be downloaded from the website: www.cuhimachal.ac.in.

Interested/eligible parties may submit their tenders in the prescribed format along with Demand Draft amounting to Rs.500/- as processing fees and EMD (as mentioned in the Tender Document) to the Registrar, Central University of Himachal Pradesh, Dharamshala by **24th November 2014 (03.00 PM)**. The tenders shall be opened on the date, place and time mentioned in the Tender document.

Registrar

Camp Office, Dharamshala, District Kangra, Himachal Pradesh – 176215,
e-mail : registrar.cuhimachal@gmail.com, Phone No. 01892-229574, Fax No. 01892-229331



हिमाचल प्रदेश केन्द्रीय विश्वविद्यालय

(केन्द्रीय विश्वविद्यालय अधिनियम, 2009 के अधीन स्थापित)

निविदा सं. 12 / 2014 / हि.प्र.के.वि. / एनआईटी

दिनांक : 21.10.2014

टेंडर आमंत्रण सूचना

एतद्वारा हिमाचल प्रदेश केन्द्रीय विश्वविद्यालय की शासकीय वेबसाइट की डिजाइन, निर्माण एवं रखरखाव हेतु मोहरबंद टेंडर आमंत्रित किए जाते हैं। निबंधन एवं शर्तों आदि सहित टेंडर फॉर्म को वेबसाइट www.cuhimachal.ac.in से डाउनलोड किया जा सकता है।

इच्छुक/पात्रता रखने वाली पार्टियों द्वारा निर्धारित फॉर्मेट में टेंडरों के साथ प्रोसेसिंग शुल्क के रूप में 500/- रुपये का डिमांड ड्राफ्ट और बयाना जमा राशि (टेंडर दस्तावेज में यथा इंगित) **24 नवंबर 2014 (अपराह्न 03.00 बजे)** तक जमा करायी जाए। टेंडरों को टेंडर दस्तावेज में इंगित तिथि, स्थान और समय पर खोला जायेगा।

कुलसचिव

कैंप कार्यालय, धर्मशाला, जिला काँगड़ा, हिमाचल प्रदेश - 176215

ईमेल : registrar.cuhimachal@gmail.com, दूरभाष सं. 01892-229574, फैक्स सं. 01892-229331

हिमाचल प्रदेश केन्द्रीय विश्वविद्यालय

Central University of Himachal Pradesh

पोस्ट बॉक्स नं.- 21, धर्मशाला, जिला - कांगड़ा, हिमाचल प्रदेश - 176 215
PO Box: 21, DHARAMSHALA, DISTRICT KANGRA, HIMACHAL PRADESH - 176215
Phone No.01892-229330, 229574, FAX No. 01892-229331
Web site: www.cuhimachal.ac.in

NOTICE INVITING TENDER FOR

DESIGN, DEVELOPMENT AND MAINTENANCE OF OFFICIAL WEBSITE OF

CENTRAL UNIVERSITY OF HIMACHAL PRADESH



REFERENCE NO.	:	12 / 2014 / CUHP / NIT
DATE OF ISSUE OF TENDER	:	21 Oct. 2014
LAST DATE FOR RECEIPT OF TENDER DOCUMENT	:	24 Nov. 2014 (3.00 PM)
TIME AND DATE FOR OPENING OF THE TENDER (<i>Technical bid</i>)	:	26 Nov. 2014 (10.00 AM)
TIME AND DATE FOR OPENING OF THE FINANCIAL BID	:	26 Nov. 2014 (02:00 PM)
PLACE OF OPENING OF THE TENDER	:	Central University of Himachal Pradesh, Camp Office, Dharamshala, District - Kangra, Himachal Pradesh -176 215.
ADDRESS FOR COMMUNICATION	:	Central University of Himachal Pradesh, Camp Office, Dharamshala, District - Kangra, Himachal Pradesh -176 215.

**SIGNATURE OF THE QUOTEE
WITH SEAL**



हिमाचल प्रदेश केन्द्रीय विश्वविद्यालय Central University of Himachal Pradesh

पोस्ट बॉक्स नं.- 21, धर्मशाला, जिला - कांगड़ा, हिमाचल प्रदेश - 176 215

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Web site: www.cuhimachal.ac.in

NOTICE INVITING TENDER DOCUMENT FOR DESIGN, DEVELOPMENT AND MAINTENANCE OF OFFICIAL WEBSITE OF CENTRAL UNIVERSITY OF HIMACHAL PRADESH

ABOUT CUHP AND OBJECTIVE OF THE TENDER NOTICE:

The Central University of Himachal Pradesh (CUHP) is established under the Central Universities Act 2009 (No. 25 of 2009) enacted by the Parliament. The University is funded and regulated by the University Grants Commission (UGC).

The CUHP currently has a website with the URL <http://www.cuhimachal.ac.in>. CUHP would like to align the website to its current goals and objectives and also design as per the Guidelines for Indian Government Website (GIGW) prepared by NIC and adopted by DARPG, Ministry of Personnel, Public Grievances and Pension, GOI. CUHP wishes to design its website with additional dynamic and interactive features.

The guidelines and compliance matrix prepared by NIC which contains procedures for development and management of Government websites and portals in India, are available at <http://web.guidelines.gov.in>. Compliance Matrix is a checklist of mandatory guidelines. This checklist shall be used to validate websites against the guidelines to ensure compliance.

Accordingly, the sealed tenders / proposals are invited from reputed and eligible agencies / bidders under **“Two-bid” system**-Technical Bid (unpriced) and Financial Bid (priced) for design, development and maintenance of official website of Central University of Himachal Pradesh.

2. The bidder alongwith tender document has to submit **processing fee of `500/- (Rupees Five hundred only)** through demand draft in favour of Finance Officer, Central University of Himachal Pradesh, payable at Dharamshala, District Kangra (HP) and **Earnest Money Deposit (EMD) of `1,00,000/- (Rupees One Lakh only)** in the shape of Account Payee Bank Demand Draft or F.D.R duly pledged in the name of the Finance Officer, CUHP, Dharamshala or Bank Guarantee (**ANNEXURE - III**), for equal amount furnished on prescribed Proforma from any nationalized / commercial bank must be forwarded along with the quotations.

3. Tender Document complete in all respects may be submitted in a sealed envelope should sent to the **Registrar, CUHP, Camp Office, Near HPCA Cricket Stadium, Dharamshala, District - Kangra, Himachal Pradesh - 176 215** and should reach not later than **03:00 PM on 24-11-2014**. Tenders (Technical bids) will be opened at **02:00 PM on 26-11-2014** at Camp office, CUHP,

Dharamshala. **The tenders received after stipulated time and date, tenders without processing Fee and Earnest Money Deposit (EMD), conditional tenders, or incomplete tenders will be rejected.**

The University reserves the right to accept or reject any or all tenders without assigning any reason. The successful bidder will have to enter into a contract / agreement with the university before rendering its services to the University (**ANNEXURE - IV**).

NOTE:

- (i) The Processing fees and EMD should not be mixed i.e. Demand Draft for processing fee and Demand Draft / FDR / Bank Guarantee for EMD should be furnished **separately**.
- (ii) Detailed information of the Tender Document can be downloaded from the University website www.cuhimachal.ac.in.

4. The documents should be enclosed in **separate envelopes** of appropriate size each of which should be sealed.

- a) **ENVELOPE NO. 1:** Should contain (i) covering letter (ii) Technical Bid [**ANNEXURE - I (a) & I (b)**] duly signed and stamped and (iii) Requisite Fees (i.e. Processing Fee & EMD).
- b) **ENVELOPE NO. 2:** Should contain the Financial Bid duly signed, stamped and super-scribed as "Financial Bid (**ANNEXURE - II**).
- c) **ENVELOPE NO. 3:** Should contain Envelope 1 and Envelope 2.

The inner and outer envelopes should be addressed to the Registrar, CUHP, Camp Office, Near HPCA Cricket Stadium, Dharamshala, District – Kangra, H.P – 176 215 and should clearly mention "**Tender for Design, Development and Maintenance of Official Website of Central University of Himachal Pradesh**", Reference No. 12/2014/CUHP/NIT dated 21-10-2014. The inner envelopes should also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared late. If the outer envelope is not sealed and marked as required, the University will bear no responsibility for the bids misplaced or premature opening.

5. After technical evaluation of the bids by the Committee, only bidders found to be eligible will be short listed for opening of the financial bids.

Only the vendors or their duly authorized representative carrying the letter of authorization will be permitted to attend the opening of bids. Incomplete, unsigned pages, non-submission of required documents or evidence as specified by the CUHP will be treated as non-compliance and the vendors' bid will be liable for rejection.

6. The bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the NIT prior to submitting the proposal. Requests for clarifications should be sent to E-mail: registrar.cuhimachal@gmail.com

7. **Implied Requirements:** Equipment and services not specifically requested in this NIT, but which are necessary to provide the functional capabilities proposed by the service provider, shall be included in the proposal.

8. **Validity of offer:** The offer of contract shall be valid up to 03 (three) months from the date of opening of tender. However, period can be extended on mutual consent.

9. **Compliance with CUHP'S Requirements:** The indicated work specifications given in the tender document should be strictly complied with without any qualification. Insufficient, incorrect or invalid information provided by the bidder or his representative, if any will disqualify the bidder and

bidders quotation will not be considered valid. The University reserves the right to accept or reject any/all the tender without assigning any reason.

10. **Service Taxes / Sales Tax / VAT / Any other Govt. Charges:** Any Services provided to educational institutions are exempt from service tax as per Notification No. 25/2012-Service Tax dated 20th June, 2012 of Ministry of Finance (Department of Revenue), Govt. of India, New Delhi.

11. **Delivery Terms and Period:** The regular up-dation will be handled by the successful bidder and will start from the date of award of contract. The bidder will undertake a study to finalize the requirements in consultation with CUHP. The work plan outlining the different phases and delivery schedule will be submitted to CUHP for approval. The bidder should ensure timely completion of work as per schedule. The proposal should specify the schedule and delivery period for code, text, graphics, photographs, and other functionalities, as also for complete implementation.

12. **Period of Contract:** CUHP will enter into a contract for the design and development of the Website. The contract will provide for design, development and maintenance for a minimum period of 01 (one) years from the date of successful completion of the work. The CUHP reserves the option to extend the contract for further specified period under mutually agreed terms and conditions or to maintain the Website on its own after the end of the contract period.

13. **Award of Contract and Execution of Contract Agreement:** CUHP will award the work contract to the lowest bidder. The bidder will execute an agreement on acceptance of the contract, incorporating the terms of engagement based upon the terms specified in the tender document as per format approved by the CUHP.

14. **Completion the Contract:** The Contract will be deemed to be completed on successful installation, completion of training of the CUHP's Technical Team and handing over of the source code along with design and technical details including documentation which should be provided to the CUHP after training till satisfaction of the user and during acceptance Testing.

15. **Time Frame:** The time frame for study, design and development of the Website including successful audit from CERT-In empanelled agency or any Government of India Agency for security audit certificate / safe to host certificate and completion of the portal along with the transfer of final source code will be **06 (six) months** from the date of award of the contract.

16. **Payment Terms:** 90% payment of order value will be made on delivery, completion, hosting of portal and successful audit from CERT-In empanelled agency or any Government of India Agency for security audit certificate / safe to host certificate alongwith transfer of final source code and balance 10% payment shall be released after 3 months of the termination of maintenance contract.

17. **Cancellation / termination of agreement:** CUHP at its sole discretion with prior notice can cancel / terminate the agreement without assigning any reasons there for. The bidder will deliver to CUHP all the work product deliverable completed and confirm in writing that all rights and permissions and licenses are also vested now with the CUHP and that it is free of royalty and is fully paid up. All payments due to bidder and payable till that time will only be paid by CUHP.

18. **Warranties and Liability:**

- i. The bidder will warrant that the Website will be free of programming errors and defects in workmanship and materials, and that it will be in full conformity with the specifications in the work plan. Any shortcomings noticed or identified by the CUHP in this regard will make the bidder liable to penalties and the bidder will be required to rectify the defects promptly at own expense.
- ii. The contractor will not sub-let the contract or part it's to any other agency or individual(s).
- iii. The bidder further warrants that it owns and has complete rights to license, convey and without any encumbrance the Website and deliverables covered in the contract.

- iv. The bidder further warrants that it has obtained all required registrations, permissions and consents from all third parties necessary to deliver the Website , background technology and deliverables.
- v. The bidder expressly warrants that the Website does not contain any protective feature designed to restrict or prevent its use by the CUHP or its agents and customers.
- vi. The bidder further warrants that the Website or any associated portion of it does not contain any virus, worm, Trojan horse routines, trap door, time bomb, or any other codes or instructions that may be used to access modify damage or disable the Website or computer system including that of the customers and other users of the Website .
- vii. The bidder warrants that the Website will be compatible with the CUHPs hardware and software technology platform as specified in the work plan.
- viii. The bidder warrants that the Website does not infringe upon the trademark, copyright patent trade secrets or any other rights of any third party and where there is a use or infringement the vendor shall obtain a license for use from the rights holder permitting such use. The Vendor shall indemnify against liability for infringement.
- ix. The bidder warrants that all content forming part of the Website is provided from or obtained only from CUHP. The intellectual property rights of website will be the propriety of CUHP and cannot be used by anyone else without the permission of CUHP.

19. **Assignment:** The Vendor shall *not* assign any rights or obligations to a third party.

20. **Penalties:** The vendor undertakes to comply fully with the CUHP's requirements for the project. The project should be completed as per the work plan agreed upon. In case the contractor does not complete the project as per work plan, the CUHP will be at liberty to levy a penalty of **upto 2% of the Contract Amount for every two weeks of delay. The maximum amount of penalty shall not exceed `01(One) lakh. In addition, amount of security shall also be forfeited.**

In case of any breach of the contract the CUHP will be entitled to withhold any payments due and accrued and also to invoke the CUHP guarantees furnished by the vendor. The CUHP will also be entitled to initiate any actions to recover in whole or part any of the amounts already released to the vendor upto that time, besides any other action that the University may like to take against the Vendor.

21. If the contractor withdraws from the contract within the currency of contract, the CUHP shall forfeit the security amount without any refund and further the contractor shall be liable to pay a sum of **`5.00 Lakhs** to CUHP.

22. **Arbitration:** Any dispute arising out of the deal shall be subject to the decision of the Vice-Chancellor of the University whose decision shall be final. Settlement of all disputes will be made within the jurisdiction of Central University of Himachal Pradesh at Dharamshala, District - Kangra, Himachal Pradesh.

23. That the courts at Dharamsala, District Kangra, Himachal Pradesh alone shall have exclusive jurisdiction for all the legal purposes.

The bidders are requested to read the tender document carefully and ensure compliance with all specifications / instructions herein. Non-compliance with specifications / instructions in this document may disqualify the bidders from the tender exercise.

Instructions / Specifications / Requirements etc. of the new Website:

1. **Important Features required:** Look and feel with aesthetics design, good color combination, background and screens, structure and layout, easy navigation facility to upload documents and other information and allowing users to define the period for which document is available on the site. Facility to add corrigendum / addendum / amendments to main tender document through appropriate links should be provided enabling the visitors to view the main and linked documents in an integrated manner.

The Website should be developed using **Free and Open Source Software (FOSS) solutions for platform independence using Linux Operating System** along with content management software **(CMS like Joomla or Drupal)** and web analytics on all Operating System, along with following features:

- i. Alignment with CUHP's current business strategies and business goals, with easy adaptability to effect direction and content changes as and when the current strategic goals change.
- ii. Interactive presentation of content.
- iii. Collecting information from visitors by enticing them to providing feedback or post comments.
- iv. User friendly with easy to navigate features and easy to use functions.
- v. Faster download of pages.
- vi. User should be able to reach the required page within 2 to 3 clicks.
- vii. The Sections like 'what new', 'latest updates', 'Tender', 'Vacancy' etc. must be dynamic.
- viii. Provide for extensive Website analytics and statistics: covering traffic reports, visitor analysis, duration analysis, content wise analysis, top landing pages and top exit pages, other statistics and reports as may be required by CUHP.
- ix. **Support for visually impaired and otherwise disabled or challenged users**
- x. User administration services as part of a comprehensive Content Management System which should be integrated into the Website design
- xi. Support to create microsities / web portals within a main website using a subdomain / virtual directory
- xii. To provide customizable automated templates
- xiii. Scalability to incorporate ERP, File Tracking, MOODLE, etc.
- xiv. **Latest stable versions of software be used as on date of implementation**
- xv. **Perform periodic updation of all softwares including their dependencies**

2. Other user group wise functionalities required:

I. Super Administrator:

- i. **User Management:** The super user should be able to create users, centres, students, Faculty / Department and define permission to update the content in the new website
- ii. **Content Management:** The super admin should be able to manage the overall content of the main website and also should have the option to edit/ delete content updated by any user.
- iii. **Database Management:** Ability to create new database and user interface to display dynamic content from the database.
- iv. **Menu Management:** The super admin should be able to add, move delete, modify menus on the site.
- v. **Subdomain / Virtual Directory support:** Website should be able to create microsities / web portals within a main website.

II. Data Entry:

An interface should be provided to super admin to enter following details

- i. **Minutes, Returns & Information:** All the minutes generated time to time should be updated.
- ii. **RTIS:** Updation of list of CPIO's and RTI related cases on website.
- iii. **Reports:** The super administrator should be able to view data of any kind of CUHP
- iv. **Faculty Profile :** Tools reg. Faculty Profiles with regular updation support
- v. **Online Admission Tools** – Tools with facility of filling different admission forms with the provision of integrating service payment gateways
- vi. **Online Recruitment Tools** – Tools with facility of filling different recruitment forms with the provision of integrating service payment gateways
- vii. **Any other tools as and when required**

3. Scope of work:

- i. To design and develop the website as per GOI guidelines in Hindi and English with CMS and ability to add more languages (No Google translation to be used).
- ii. Comprehensive search facility of individual section of the website as well as entire website both in English and Hindi.
- iii. Graphical, Pictorial and audio video interfaces, wherever and whenever needed.
- iv. To prepare the administrative interface for content entry by CUHP.
- v. To prepare the administrative section of the website for bilingual content.
- vi. Conversion of content as per GOI guidelines in the approved time line by CUHP.
- vii. Addition of content as per the requirement.
- viii. Extensive training should be provided to users at CUHP related to Department / Faculty, etc. Additionally a separate training should be provided to Web Administrator.
- ix. To provide clearance of website from CERT-In empanelled agency or any Government of India Agency for security audit certificate / safe to host certificate.

4. Design and Composition of Home page of the Website and its approval:

The identified agency / vendor must study the existing website of the University and design the homepage as per the above mentioned features and scope of the work. The agency / vendor needs to prepare different templates for the homepage, Contents of the website and sitemap which would be presented to and finalised after consultation with the notified committee.

5. Web Development Standards:

The Website should be developed with the latest technology, using up-to-date and well established development tools and software. The development approach should conform to the best practices in the Website development and maintenance industry.

Generally it should ensure the following:

- i. Adherence to commonly accepted standards and practices, including W3C compliance.
- ii. Using latest website design technologies with acceptability on all current user technology platforms; browsers, operating systems, client systems.

6. Acceptance Testing:

Website developed will be tested by CUHP or its appointed agent/representative with required technical and other capabilities to inspect, test and evaluate the Website and determine whether it satisfies the acceptance criteria as agreed upon in the work plan.

Vendor will rectify the deficiencies and other deviations from work plan identified by CUHP immediately and not later than 10 days from the date of intimation by CUHP. Re-evaluation will be done by CUHP or its representative and if deficiency is not rectified, CUHP will be at liberty to invoke suitable penalty clauses and/or cancel the contract without further notice. Final payment release will be subject to CUHP conveying acceptance after evaluation.

7. Security:

The vendor will provide for the following security features:

- i. Tools for control and monitoring Website security
- ii. Protection against defacement, hacking
- iii. Design should incorporate security features to protect the site from Session Hijacking, Sql injection, Cross scripting, Denial of Service etc.

8. Secure Hosting:

The vendor shall specify and recommend suitable systems to ensure complete security and performance of the Website. The proposal should include details as under:

- Systems required
- Software required including control and monitoring tools
- Security of systems- databases, software; access controls

The proposal should include details of security architecture proposed for the Website incorporating various systems required, control and monitoring tools, access control etc.

The vendor should also provide the list of agencies providing secure hosting services within India who are complying with the Cert-in security norms.

9. Disaster Recovery and Business Continuity Plan:

A detailed DRP/BCP for the Website services should be submitted as a part of the proposal.

10. Training: Vendor will provide training in the use / maintenance of the Website. All technical aspects of Website maintenance including requirements for hosting, registrations, submission to search engines and other link sites for a period of at least one week. **Complete Website source code and other technical documents associated with the Website development, administration and use will be provided to the CUHP team till satisfaction of the University.** Vendor will provide necessary technical details including requirement of software, software tools and systems required for the proper upkeep and maintenance of the website. Vendor will provide technical support for the CUHP team to become trained in the organization and administration of the CUHP's Website. The training will also be extended to CUHP's user department personnel associated or responsible for the content management of the website.

11. Deliverables:

- i. Hardware and Software requirements specifications required for the project
- ii. Work Plan Schedule
- iii. Source Code with Complete Documentation (including System & Operations Manuals)

- iv. Tools used with licenses, if any
- v. Training
- vi. BC & DR Plan
- vii. Licenses wherever required and commitment letter for non-infringement of Trademarks and Copy rights.
- viii. Confidentiality and Non-Disclosure Agreement

12. Changes in Project Scope:

All changes required will be advised by way of a written proposal / through e-mail from the CUHP specifying such changes. Only major changes requiring substantial development effort and allocation of resources will constitute change in scope of work. All work accepted as amendment to the work plan originally agreed upon will be deemed to be covered under the contractual agreement already entered into.

13. Copyright / License Violations & Provision of Legal Copies: CUHP will not be responsible against any liability for the use of Software with regard to copyright / license if any.

14. Confidentiality & Non-disclosure agreement:

The vendor undertakes to comply with all the confidentiality and non-disclosure conditions spelt out in the contract agreement, and confirms that this will 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.

15. Trademarks & Copyrights:

- a) The deliverables and any other documentation materials **or transfer of all related intellectual property rights** or works commissioned by CUHP and as such will be the sole property of the CUHP and the CUHP will be vested with all right, title and interest therein.
- b) The copyright in respect of all works associated with the Website developed for the CUHP will be vested with the CUHP. All associated patents, copyrights and trade secret rights shall be the exclusive property of the CUHP.
- c) Vendor shall provide to the CUHP complete software code and **complete modified source code of operating system, related dependencies as well as CMS, along with transfer of all related Intellectual Property Rights of the modified source code to CUHP** used for the Website development.
- d) The vendor shall also assist the CUHP in installation / commissioning the Website if there is a relocation of the Website during the currency of the contract.

ELIGIBILITY CRITERIA: Technical bid should contain the following:-

- 1. The Bidder should have had at least six (06) years of experience in website design & development. Certificates need to be attached.
- 2. The Bidder should have had experience in at least five similar completed projects of at least 10 (Ten) Lakhs and above contract value or annual turnover of Rs. Fifty Lakhs related to Website development for preceding three years which shall be duly certified by CA / Auditors. Certificates need to be attached.
- 3. The Bidder should have satisfactorily designed, maintained & managed the Website & Hosting

of such organizations for a minimum period of 01 (one) year. Certificates need to be attached.

4. Bidder should have Web 3.0 and Web 2.0 experience and should demonstrate at least one success story in each where these have been implemented and organizations have transformed and got benefited over last 3+ years. Certificates need to be attached
5. Bidder should have worked with two Government Agencies / Institutes handling similar work. Certificates need to be attached.
6. No consortiums are allowed.
7. The Bidder shall submit proofs of; company registration (under Indian Companies Act), partnership registration certificate, valid sales tax registration certificate and Permanent Account Number (PAN) issued by Income Tax Department alongwith tender document.
8. The Bidder should have the capability of handling multi lingual projects and should attach proof / certificate from at least 2 referenceable clients for whom multilingual websites were done, alongwith tender document.
9. **Detailed Technical Proposal content** shall be provided in the Format at **ANNEXURE - I (b)**.
10. Certificates / Undertaking to the effect that the bidder had never been blacklisted by any of the Government Organisation / Agencies.
11. Certificate issued by Police Station (under whose jurisdiction the bidder falls) that no Police case is pending or contemplated against the bidder.

GENERAL TERMS AND CONDITIONS:

1. The Tenderers / Bidders shall acquaint himself fully with requirement of CUHP. No compensation on account of any difficulties will be entertained at a later stage after award of works.
2. That the technical bid shall be opened first and only the qualified tenderers selected by Tender Committee shall participate in the financial bid which shall be opened on the date fixed.
3. In the event of the Bid being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so or in the case of a company, the tender be signed in the manner laid down in the said Company's Article of the Association. The signatures on the tenders will be deemed to be the authorized signatures.
4. All the pages of the Tender document should be signed by the owner of the firm or his Authorized Signatory as token of acceptance of Terms & Conditions. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/ authorization may be enclosed along with tender.
5. The successful bidder will be required to deposit performance security @5% of the contract sum in the shape of Bank Draft / FDR duly pledged in favour of Finance Officer, CUHP or Bank Guarantee of the equal amount. This performance security must be deposited within 5 days of the award of the contract and same shall be in addition to the EMD already deposited. No interest will be paid on the performance security.
6. The tender for the works shall remain open for acceptance for a period of 90 days from the date of opening of tenders. The earnest money will be forfeited in case of contractor withdraws his bid during the validity period.
7. The Bid security (EMD) shall be returned to the unsuccessful bidders after finalization of contract without any interest.
8. All offers should be typewritten or written neatly in the legible ink and submitted in duplicate. All corrections must be signed by the bidders.
9. The bidder must ensure that the conditions laid down for submissions of offers are complete and correctly filled. The rates and units shall not be overwritten and shall be in both i.e. figures and words. Any omission to fill the rates and units shall altogether debar the quote from being considered.
10. In case two or more agencies are found to have quoted the same rates, the Competent Officer authorized by CUHP shall decide about the Bidder to which the offer shall be granted based on the report on the past performance of the firm, and length of experience etc. The decision of the Competent Authority shall be final.
11. The tender document is not transferable under any circumstances.
12. Any changes w.r.t. this tender will be notified through website only.

13. All costs incurred in connection with submission of bids like preparation, submission any personal visits, submitting the bids personally, subsequent processing etc. shall borne by the bidder. CUHP will not be responsible / liable for the same regardless of the outcome of the tendering process.
14. Central University of Himachal Pradesh reserves the right to accept or reject any or all the tenders without assigning any reason.
15. TDS and other Taxes as applicable will be deducted from Contractor / Firms bills as per Govt. instructions from time to time.
16. The Rates and Units shall not be overwritten. Amount shall be both in figures and words. The word "NO QUOTATIONS" SHOULD BE WRITTEN cross all the items in the Annexure for which a Firm does not wish to tender. All corrections must be signed in full by the Firm.
17. The tenders not strictly in accordance with the conditions / specifications as per Tender Document are liable to be rejected.
18. The successful firm shall have to execute an agreement on the non-judicial paper of the value of `100/- duly signed and stamped.
19. (a) A tenderer shall have the right to be heard in case it is felt that proper procurement process is not being followed and/or his or her tender has been rejected wrongly.

(b) The tenderer may be permitted to send written representation which may be examined by the Finance Officer or an Officer to be designated by the Vice Chancellor.

(c) The tenderer could make such representation within one month from the date of placement of contract and the said representation shall be decided / replied within one month from the date of its receipt.

Registrar
Central University of Himachal Pradesh

Read and Accepted
(Signature and Stamp of the Bidder)

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/our principal manufacturing firm have no objection in signing the purchase contract if the opportunity for the supply of the items against this tender is given to me/us.

Date:

Signature:

Name:

Designation:

On behalf of: (Company Seal)



हिमाचल प्रदेश केन्द्रीय विश्वविद्यालय
Central University of Himachal Pradesh
 (Established under Central Universities Act 2009)

PROFORMA**For****Technical Bid**

**for Design, Development and Maintenance & Management for the Official Website
of Central University of Himachal Pradesh (CUHP)**

Payment Details	
DD No.	
DD Amount	
Bank Name / Branch	

Details of the Bidder:

1.	Name of Firm/Agency:	
2.	Registered address:	
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 or Co-operative body etc., attach proof)	
9.	Name of Proprietor / Partners / Directors of the Organization:	

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

S. No.	Documentary Proof of	Attached (Yes/No)	Page Appendix No. (If attached)
i.	At least six (06) years of experience in website design & development. Certificates need to be attached.		
ii.	Experience in at least five similar projects of at least 10 (Ten) plus Lakhs contract value or annual turnover of Rs. Fifty (50) Lakhs related to Website development for every last three years, which shall be duly certified by CA/Auditors. Certificates need to be attached.		
iii.	Maintaining & managing the Website & Hosting of such organizations for a minimum period of 01 (one) years. Certificates need to be attached.		
iv.	Web 3.0 and Web 2.0 experience with at least one success story in each case where these have been implemented and organizations have transformed and got benefited over last 3+ years. Certificates need to be attached.		
v.	Capability of handling multi lingual projects with at least 2 referenceable clients for whom multilingual websites were done. Certificates from two clients need to be attached.		
vi.	Experience with two Government Agencies / Institutes handling similar work. Certificates need to be attached.		
vii.	Company Registration / Partnership Registration Certificate. Certificates need to be attached.		
viii.	Sales Tax / Service Tax registration certificate. Certificates need to be attached.		
ix.	Permanent Account Number (PAN) issued by Income Tax Department.		
x.	Certificates / Undertaking to the effect that the bidder had never been blacklisted by any of the Government Organisation / Agencies.		
xi.	Certificate issued by Police Station (under whose jurisdiction the bidder falls) that no Police case is pending or contemplated against the bidder.		

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



हिमाचल प्रदेश केन्द्रीय विश्वविद्यालय

Central University of Himachal Pradesh

(Established under Central Universities Act 2009)

PROFORMA FOR DETAILED TECHNICAL PROPOSAL CONTENT

for Design, Development and Maintenance & Management for the Official Website of Central University of Himachal Pradesh (CUHP)

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 organised (organisation structure), its capability and a brief about its key personnel.

Section-2: Company's Experience

- a) In this section, list maximum 10 names of the clients for whom the bidder has undertaken similar assignments along with the name of the contact person and contact details of its clients.

Section-3: 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 into 4 chapters:-

- 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. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the ToR and ability to translate them into a feasible working plan. A list of the final technical documents, including reports, drawings, and tables to be delivered as final output, should be included here.
- c) **Organization and staffing of the team for this assignment:** In this chapter you should propose the structure and composition of your team which will be deployed for this assignment. You should list the main disciplines of the assignment, the key expert responsible and proposed technical and support staff along with their curriculum vitae (CVs).

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



हिमाचल प्रदेश केन्द्रीय विश्वविद्यालय
Central University of Himachal Pradesh
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PROFORMA
for
Financial Bid

**for Design, Development and Maintenance & Management for the Official Website
of Central University of Himachal Pradesh (CUHP)**

SL. NO.	DESCRIPTION	COST IN RUPEES
1.	Design & Development costs	
2.	Maintenance Charges for 01 (One) year	
3.	Licenses costs, Software costs etc., if any	
4.	Discounts, if any	
TOTAL FOR ARRIVING AT L-1 : [(1+2+3) - (4)]		

MODEL BANK GUARANTEE FORMAT FOR FURNISHING BID SECURITY (EMD)

Whereas (Hereinafter called the “tenderer”) has submitted their offer dated.....for the supply of (Hereinafter called the “tender”) against the Purchaser’s tender enquiry No. KNOW ALL MEN by these presents that WE.....ofhaving our registered office at..... are bound unto the Central University of Himachal Pradesh (herein after called the “University”) in the sum offor which payment will and truly to be made to the said University, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the University during the Period of its validity:-
 - a) If the tenderer fails to furnish the performance security for the due performance of the contract.
 - b) Fails or refuses to accept / execute the contract.

We undertake to pay the University up to the above amount upon receipt of its first written Demand, without the University having to substantiate its demand, provided that in its demand the University will note that the amount claimed by it is due to it owing the occurrence of one or both the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the bank not later than the above date.

(Signature of the authorized officer of the bank)

.....

(Name and designation of the officer)

.....

Seal, name and address of the Bank and address of the Branch.

(On `100/- Non-Judicial Stamp Paper)

CONTRACT AGREEMENT

(To be signed by the finalized bidder, before rendering services to the University)

1. This agreement is made on (date) between Central University of Himachal Pradesh, Dharamshala (Hereinafter called **CUHP** which expression shall unless excluded by repugnant to context, include his successors and assignees) and _____ (Hereinafter called the **Contractor** which expression shall unless excluded by or repugnant to context, include his successors and assignees) on the other part. The agreement shall remain valid from..... to.....
2. Whereas CUHP has invited tender for design, development and maintenance & management for the official website of Central University of Himachal Pradesh (CUHP) for.....
3. CUHP has approved the tender for the work at an amount of `..... The work is to be carried out as per the direction of the designated officer.
4. The scope of services to be rendered under each item can be increased or decreased as per requirement, to be decided mutually between CUHP and contractor and the monthly payable for that item will be increased or decreased as per the rate already approved.
5. The contract period shall be initially for with effect from.....to..... which can be extended on mutual consent of both the parties for the additional period. The following documents have been annexed as integral part of contract and initialled one behalf of parties hereto:
 - (a) Tender document.
 - (b) Price bid No.
 - (c) Letter No.
6. It shall be the sole responsibility of the contractor to ensure effective services and if there is any loss/shortage of any material to the institute during the course of their duties on account of dishonesty, theft, connivance or due to any cause other than natural calamity. The same shall be recovered from the agency.
7. The contractor will take all steps as required under law in case of any loss or other contingency in consultation with the Central University of Himachal Pradesh.
8. The contractor has furnished a Performance Security of `..... (Rupees.....only) in shape of "Deposit at Call" No.....duly pledged and renewed upto in favour of Central University of Himachal Pradesh, Dharamshala, which shall carry no interest.
9. That in case of any dispute arising between the parties with reference to the contract, interpretation of the terms or any claim whatsoever, the Vice Chancellor, Central University of Himachal Pradesh, Dharamshala or any person appointed by him shall be the sole Arbitrator to decide the matter and the provisions of Arbitration and Conciliation Act 1996 shall be applicable. The contractor shall have no objection to the Designated Arbitrator or other appointed person as Arbitrator by him. The place of Arbitration proceedings shall be at Dharamshala.
10. The contractor will not sub-let the contract of these services to any other agency or individual(s).
11. The contractor amount of this work is as per the rate approved with services charges.

12. The contractor will be responsible for compliance of various statutory obligations and laws enacted from time to time.
13. The contractor shall maintain absolute security with regard to all the matter that comes to his knowledge by virtue of this contract.
14. It is clearly understood by both the parties that this agreement is a financial agreement and not one is creating any employment.
15. Consolidated bill with the full details pertaining to the specified period / stage of completion will be submitted by the contractor and after due scrutiny Central University of Himachal Pradesh will make requisite payment to contractor within _____ days after submission of the bill.
16. That the terms of tender which have not been mentioned in the contract shall also apply and form part of the contract for all the intents and purposes.
17. Decision of CUHP in regard to interpretation of the Terms and Conditions and the Contract Agreement shall be final and binding on the contractor.
18. That in case of any loss being suffered by CUHP or the violation of the terms and conditions of contract; the CUHP shall have right to deduct all claims against contractor for the security and CUHP shall have right to forfeit and deduct the claim amount from the security amount partly or entirely as per the claim.
19. The time frame for study, design and development of the Website including successful audit from CERT-In empanelled agency or any Government of India Agency for security audit certificate / safe to host certificate and completion of the portal along with the transfer of final source code will be **06 (six) months** from the date of award of the contract.
20. The vendor undertakes to comply fully with the CUHP's requirements for the project. The project should be completed as per the work plan agreed upon. In case the contractor does not complete the project as per work plan, the CUHP will be at liberty to levy a penalty of **upto 2% of the Contract Amount for every two weeks of delay. The maximum amount of penalty shall not exceed `01(One) lakh. In addition, amount of security shall also be forfeited.**

In case of any breach of the contract the CUHP will be entitled to withhold any payments due and accrued and also to invoke the CUHP guarantees furnished by the vendor. The CUHP will also be entitled to initiate any actions to recover in whole or part any of the amounts already released to the vendor upto that time, besides any other action that the University may like to take against the Vendor.
21. That in case if the contractor **withdraws** from the contract within the period of contract, the CUHP shall forfeit the security amount without any refund and further the contractor shall be liable to pay a sum of **`5.00 Lakhs** to CUHP.
22. That in case of any loss being suffered by CUHP or the violation of the terms and conditions of the contract, the CUHP shall have right to deduct all claim amount against contractor and CUHP shall have right to deduct the claim amount from the security amount partly or entirely as per the claim.
23. **Payment Terms:** 90% payment of order value will be made on delivery, completion, hosting of portal and successful audit from CERT-In empanelled agency or any Government of India Agency for security audit certificate / safe to host certificate alongwith transfer of final source code and balance 10% payment shall be released after 3 months of the termination of maintenance contract.

24. That the courts at Dharamsala, District Kangra, Himachal Pradesh alone shall have exclusive jurisdiction for all the legal purposes.
25. **Termination:** The Contract may be terminated by giving one months' notice, in case the agency:
- a. Assigns or sub-contracts any of this service.
 - b. Violation/contravention of any of the terms and conditions mentioned herein.
 - c. Does not improve the performance of the services in spite of instructions.
 - d. Any violation of instruction/agreement or suppression of facts.
 - e. Contractor being declared insolvent by competent court of law.

On termination of the contract, CUHP shall not indemnify any loss caused to the agency by such terminations, whatsoever it may be.

During the notice period for termination of the contract in the situation contemplated above, the contractor shall keep on discharging his duties till the expiry of notice period.

26. **Arbitration:** In case of any dispute or differences arising on terms and conditions, the same shall be settled by reference to arbitration by Sole Arbitrator to be appointed by CUHP.

THIS WITNESS WHEREOF both the parties have set and subscribed their respective hands with their seal in Dharamshala in the presence of the witness:

CENTRAL UNIVERSITY OF HIMACHAL PRADESH, DHARAMSHALA (CUHP)

Witness:

- 1.
- 2.

AGENCY

Witness:

- 1.
- 2.