

National Institute of Educational Planning and Administration NEW DELHI

TENDER FOR DESIGN, DEVELOPMENT & MAINTENANCE OF WEB CONTENT MANAGEMENT SYSTEM AND OFFICIAL WEBSITES AT THE NIEPA NEW DELHI

- | | | | |
|----|--------------|---|--------------------------------------|
| 1. | Annexure I | : | Technical Bid |
| 2. | Annexure II | : | Certificate |
| 3. | Annexure III | : | CV of Specialist Personnel |
| 4. | Annexure IV | : | Format for Performance Certification |
| 5. | Annexure V | : | Financial Bid |
| 6. | Annexure VI | : | Performa of Contract Agreement |

**National Institute of Educational Planning and Administration
17-B, Sri Aurobindo Marg,
New Delhi – 110016
Contact No. 011-26544820
Email – website-tender@niepa.ac.in**



Subject: Tender for design, development & maintenance of web content management system and official websites

Tenders are invited from eligible and experienced Companies/ Firms/ Agencies for the design, development & maintenance of web content management system and official websites of the National Institute of Educational Planning and Administration. Separate Technical Bid and Financial Bid shall be submitted as per the following details:

Last Date of submission of Tender: 02.12.2019 at 03:00 PM

Date of Opening of Technical Bids : 02.12.2019 at 03:30 PM

Vendors should read the tender document carefully and comply strictly with the conditions, while submitting their bids. Clarifications, if any, may be sought from NIEPA IT Services Division on Telephone No 23865083 or sending email to website-tender@niepa.ac.in address.


08/11/2019
Administrative Officer

Contents

1	KEY DATES AND INFORMATION	6
2	INTRODUCTION.....	6
3	ABOUT NIEPA	6
4	PURPOSE.....	7
5	SCOPE OF WORK AND ELIGIBILITY CRITERIA.....	8
5.1	MINIMUM ELIGIBILITY CRITERIA.....	8
5.2	SCOPE OF WORK.....	8
5.3	GENERAL GUIDELINES FOR THE CMS AND WEBSITE.....	9
5.4	CONTENT MANAGEMENT SYSTEM (CMS).....	10
5.4.1	GENERAL FEATURES	10
5.4.2	AUTHENTICATION: USERS AND ROLES	10
5.4.3	STATIC PAGES	10
5.4.4	FILE MANAGEMENT	11
5.4.5	PEOPLE	11
5.4.6	EVENTS, NEWS AND ANNOUNCEMENTS	13
5.4.7	NOTICES, TENDERS ETC.	13
5.4.8	FRONTPAGE AND NAVIGATION	13
5.4.9	TAXONOMY	14
5.4.10	WORKFLOW	14
5.4.11	CACHING	14
5.4.12	API	14
5.4.13	ANALYTICS.....	15
5.4.14	SEARCH	15
5.5	MAIN WEBSITE	15
5.5.1	INDICATIVE STRUCTURE OF MAIN WEBSITE.....	15
5.6	MICRO-SITE	18
5.7	INFORMATION SECURITY.....	19

5.8	Backup & DISASTER RECOVERY	19
5.9	MULTI LINGUAL	20
5.10	SEARCH ENGINE OPTIMIZATION	20
5.11	PAYMENT GATEWAY INTEGRATION	20
5.12	TRANSFER OF TECHNOLOGY	20
5.13	DEVELOPMENT METHODOLOGY	21
5.14	HOSTING	21
5.15	MAINTENANCE AND SUPPORT	22
5.16	PERIOD OF CONTRACT	23
5.17	TRAINING & DOCUMENTATION.....	23
5.18	COPYRIGHT & TRADEMARKS	24
6	DEVELOPMENT SCHEDULE	24
7	PAYMENT SCHEDULE, PERFORMANCE SECURITY DEPOSIT & PENALTY	25
7.1	PAYMENT SCHEDULE.....	25
7.2	PERFORMANCE SECURITY DEPOSIT (PSD)	25
7.3	PENALTY	26
8	SUBMISSION OF BID PROPOSAL.....	27
8.1	PROCEDURE OF SUBMISSION	27
8.1.1	SUBMISSION OF BID.....	27
8.1.2	TECHNICAL BID	29
8.1.3	FINANCIAL BID.....	30
8.2	AUTHENTICATION OF BID	30
8.3	AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE TENDER.....	30
8.3.1	AMBIGUITY, CONFLICT ETC.	30
8.3.2	LATE BIDS.....	31
8.3.3	PERIOD OF VALIDITY OF BIDS.....	31
8.3.4	NO WITHDRAWAL AFTER SUBMISSION OF BIDS.....	31
8.4	EARNEST MONEY DEPOSIT.....	31
9	SELECTION PROCESS	32

9.1	QUALIFICATIONS OF PROFESSIONALS	32
9.2	OPENING OF BIDS	32
9.3	TECHNICAL EVALUATION.....	33
9.4	EVALUATION OF FINANCIAL BIDS.....	34
9.5	AWARD OF WORK.....	35
10	GENERAL TERMS AND CONDITIONS	35
10.1	TERMS AND CONDITIONS	35
10.1.1	RIGHT OF ACCEPTANCE AND OTHER PROVISIONS	35
10.1.2	SUBLETTING OF WORK:.....	36
10.1.3	RIGHT TO CALL UPON INFORMATION REGARDING STATUS OF WORK:	36
10.1.4	SERVICE HELP DESK:.....	36
10.1.5	AGREEMENT.....	36
10.1.6	TERMINATION OF THE CONTRACT.....	37
10.1.7	FORCE MAJEURE	37
10.1.8	ARBITRATION	38
11	ANNEXURES	39
11.1	ANNEXURE I. TECHNICAL BID.....	39
11.3	ANNEXURE II. CERTIFICATE	410
11.4	ANNEXURE III. FORMAT FOR CV OF SPECIALIST PERSONNEL.....	42
11.5	ANNEXURE IV. FORMAT FOR PERFORMANCE CERTIFICATION.....	43
11.6	ANNEXURE V. FINANCIAL BID	44
11.7	ANNEXURE VI. CONTRACT AGREEMENT	47

1 KEY DATES AND INFORMATION

TABLE 1. KEY DATES

Date/ time of release of tender	08.11.2019	--
Last Date/ time of submission of queries/ observations, if any for clarification through e-mail to website.tender@niepa.ac.in	25.11.2019	–
Date/ time of pre-bid meeting at IT Services Division, NIEPA	Bidders may visit on any working day during office hours before date 02.12.2019	–
Last date/ time of submission of Tender	02.12.2019	03:00 PM
Date/ time of opening of Technical bid	02.12.2019	03:30 PM
Date/ time of opening of Financial bid	Will be notified later	–

2 INTRODUCTION

National Institute of Educational Planning and Administration wishes to design, develop & maintain a new web content management system (CMS) and official websites for the organization.

3 ABOUT NIEPA

(i) The National Institute has its origin dating back to 1962 when the UNESCO established the Asian Regional Centre for Educational Planners and Administrators which later became the Asian Institute of Educational Planning and Administration in 1965. After 4 years of its existence, it was taken over by the Government of India and renamed as the National Staff College for Educational Planners and Administrators. Subsequently, with the increased roles and functions of the National Staff College, particularly in capacity building, research and professional support services to governments, it was again renamed as the National Institute of Educational Planning and Administration (NIEPA) in 1979.

(ii) The National Institute of Educational Planning and Administration (NIEPA), (Deemed to be University) established by the Ministry of Human Resource Development, Government of India, is a premier organization dealing with capacity

building and research in planning and management of education not only in India but also in South Asia.

4 PURPOSE

- (i) NIEPA currently has a functional website <http://www.niepa.ac.in> While it has served the organization well over the years, yet the Institute is now seeking to rebuild and replace the current site with a new main site and micro-sites for different Centers based on a common content management system. In doing so, it seeks to meet the following goals:
 - a. Allow members of the public including prospective students, prospective faculty and other employees, media, research collaborators, business partners and regulatory agencies to easily search for and identify relevant and accurate information about NIEPA.
 - b. Effectively project the distinctiveness of NIEPA, in terms of its vision, culture, practices and activities.
 - c. Complement the existing Intranet, ERP and other applications of the Institute in providing information to members of the Institute community relevant to their current engagements and integrate with these other systems wherever relevant.
 - d. Have a contemporary visual design and user experience across devices.
 - e. Give a larger web presence of the institute in consonance with the scope of their activities.

- (ii) As a foundation for meeting these goals in a cost-effective and sustainable manner, NIEPA seeks a flexible content management system to which it would have intellectual property rights and which would:
 - a. Allow delegation of routine content management to non-technical members of the NIEPA community while maintaining appropriate access controls and audit trails.
 - b. Allow the in-house IT team to modify site structure and roll out new micro-sites easily on its own.
 - c. Reduce duplication of software and design effort across micro-sites.
 - d. Allow sharing of hardware resources across micro-sites.
 - e. Allow a small team to centrally monitor and manage all web-properties of the Institute.

5 SCOPE OF WORK AND ELIGIBILITY CRITERIA

5.1 MINIMUM ELIGIBILITY CRITERIA

Only those Companies/ Firms/ Agencies, which fulfill the following minimum eligibility criteria, as demonstrated by documents uploaded with the bid, will be considered for further evaluation:

- (i) A minimum of five years of demonstrable professional experience of designing and developing websites.
- (ii) Must have successfully designed and developed at least **three** academic/ non-commercial/ institutional websites of a project value of at least Rs. 10 Lakhs each during the last five years.
- (iii) In-house capability for website development and design, in the form of full-time employees with professional experience in the disciplines of (a) UI/ UX/ communication design/ interface design and (b) web software development. The Vendor would be required to demonstrate this by providing the CVs of at least Five (05) full-time employees from each of these disciplines with a professional experience of at least five years who would be dedicating at least one third of their time to the project if awarded, with one of these designated as the project lead.
- (iv) Minimum annual turnover of Rs. 65 Lakhs in each of the last 3 financial years i.e. 2016-17, 2017-18 & 2018-19.
- (v) The Vendor should not have been blacklisted by any government department.
- (vi) The Vendor should have PAN No. and GST No. and should upload legible attested copies these documents with Technical Bid.

5.2 SCOPE OF WORK

The work for this tender shall have the following major components:

- (i) Design, development and technology transfer of a web content management system (CMS) based on open source off-the-shelf software.
- (ii) Design and development and technology transfer of the main public website of NIEPA using the CMS developed under (a) above.

- (iii) Design and development and technology transfer of the sub/ micro-website of the Institute using the CMS developed under (i) above.
- (iv) One Year of warranty and Four years of Comprehensive Maintenance Contract (CMC) of the software and sites developed under (i)-(iii) above.

The specification for each of these components is detailed below.

5.3 GENERAL GUIDELINES FOR THE CMS AND WEBSITE

- (i) Must conform to current Web standards. Should not use proprietary and obsolete technology.
- (ii) The HTML generated should use semantic markup as far as possible. Styles should be localized in the source code and well-documented to make changes in appearance easy.
- (iii) The website shall be compatible with latest popular browsers and their versions released from time to time during entire support period. The site design must be cross-browser and cross-platform compatible with most recent browser/OS versions.
- (iv) Use responsive layout to ensure optimum usability on devices of different sizes and degrade gracefully on low bandwidth connections. In particular the site layout should be flexible and responsive to provide optimal user experience on mobile devices.
- (v) Ensure universal access, including for differently-abled users. In particular:
 - a. be effectively usable with screen-reading software.
 - b. allow smooth navigation using only the keyboard. Focus should not be trapped in any component while navigating through only the keyboard.
 - c. should allow the user to change the font size through their browser and the layout should adapt to the same.
- (vi) The content of website(s) under this scope of tender shall be searchable irrespective of section, pages.
- (vii) Be search engine friendly, conforming for e.g. to Google Webmaster Guidelines <https://support.google.com/webmasters/answer/35769?hl=en>
- (viii) No passwords or other secrets should be hardcoded in any website source code file or stored in plain text.
- (ix) Forms should be using CAPTCHAs where ever found relevant.

5.4 CONTENT MANAGEMENT SYSTEM (CMS)

5.4.1 GENERAL FEATURES

- (i) The CMS should be based on an open-source technology stack and should make use of off-the-shelf open-source components as far as possible.
- (ii) The CMS should not depend on any third-party online service, including services provide free of charge, for its core functionality.
- (iii) The CMS should support multiple sub-domains using a single CMS instance and database and allow particular sub-domains (such as those for different Schools) to be mapped to different parts of the content hierarchy.
- (iv) The CMS used should allow for addition of Hindi and other Indian-language content.

5.4.2 AUTHENTICATION: USERS AND ROLES

- (i) Presently the NIEPA uses Google to provide email addresses on its domain (@niepa.ac.in). The NIEPA employees who are authorized to edit pages/login at respective sections across websites shall be able to login using their respective email (ID(@niepa.ac.in) using Google authentication without requiring an additional password.
- (ii) Permission to edit content and administer the website should be governed by a system of roles. For the purposes of authentication there should be a set of pre-defined roles (to be defined for each of the specific module below). It should be possible to assign multiple roles to the same user and also restrict a user to a particular sub domain or part of the website.
- (iii) CMS admin shall be protected by username and password and using MD5 or higher encryption. At database level password should be stored in encrypted format. After consecutive wrong attempts the password should be sent to administrator through email.

5.4.3 STATIC PAGES

- (i) It should be possible to create an arbitrary number of static pages and arrange them in multiple trees of arbitrary depth by specifying a page to be the subpage of another.

- (ii) The user should be able to specify a title, a description text (to be used in the META tag) and URL for each page.
- (iii) The system should provide a WYSIWYG editor for editing static pages with facilities for file and image uploads. Formatting should be restricted to ensure that overall website style regarding fonts etc. cannot be overridden.
- (iv) The CMS should automatically generate a sidebar menu for all trees of static pages. It should be possible to add additional links to these menus.
- (v) Permission to create and edit static pages should be assigned on a per-page tree basis. The most privileged users would be able to create new trees. Less privileged users would be allowed to add pages to existing trees. Least privileged users would only be able to edit existing pages.
- (vi) The interface of creating and modifying pages, subpages and menus should be intuitive for non-technical users.

5.4.4 FILE MANAGEMENT

- (i) There should be a user-interface to manage images, videos, PDFs and similar media files that are linked to from the website.
- (ii) Each user with the right to add or edit static pages should be able to see all media files used on their pages. They should also be able to upload files at specified urls which can be directly linked from menus (say to be used for PDF CVs or syllabi).
- (iii) The system should enforce per-file and per-user size quotas.

5.4.5 PEOPLE

This module would serve profiles of faculty, administrative staff and students. The detailed requirements for each of these categories are different.

5.4.5.1 FACULTY & ADMINISTRATIVE STAFF

- (i) The system should recognize different categories of faculty and administrative staff (permanent, contractual, visiting etc.) and present lists of personnel according to category.
- (ii) Each faculty/ administrative staff would have a core profile with fields such as name, photo, designation, short biography, areas of specialization and email id. The personnel would have the right to edit all fields except designation. The latter should be editable only by a more privileged user.

- (iii) Each faculty member would be able to enter and edit their list of publications in a structured format. There would be different list of fields for different kinds of publications. Please refer to the documentation for the BibTex or citeproc systems for possible publication types and their fields. At the minimum the following publication types should be supported: working paper, journal article, book, chapter in book. The faculty members would also have the option to upload the actual publication as a PDF or provide an URL if one exists. The system would be responsible for generating a list of publications for the faculty's profile page by appropriately formatting the entries using a standard bibliographic style (for eg. APA style). The publications would also be collected together in a central publications page for the Institute.
- (iv) Similarly each faculty member would be able to edit the list of seminar/ conferences attended and projects completed in a structured manner and the system would format and present these lists as a part of the faculty member's profile.
- (v) For each faculty and administrative staff member a new tree of static pages would be added to the system to which the faculty would have the right to add or edit pages and upload media. The root page of this tree would be linked to from the faculty profile. The faculty can use this facility to upload their CVs, publications, teaching material and other content related to their academic activities.
- (vi) The system should allow the Human Resource department to create new faculty/ administrative staff profiles and also set an expiration date on profiles of faculty/ administrative staff on fixed tenures.
- (vii) It should be possible to configure the system to send automated reminders to faculty/ administrative staff who do not upgrade their profiles for a long time.
- (viii) There shall be standard database consisting of all students, officials, faculty. NIEPA authorized staff shall make/ modify /delete entry using front panel (to be developed by successful Vendor). In case this information is to be published / modified/ deleted on different pages/sections of website(s) in scope of this tender document, it shall be handled from same database.

5.4.5.2 STUDENTS

- (i) Each student (mainly from research) would be associated with a batch and program. The system should produce lists of students categorized by batch and program.

- (ii) Student profiles would consist of fields such as name, photo, email id and a short bio.
- (iii) A user with appropriate permissions should be able to upload student data, bulk publish profiles for a batch and bulk remove profiles for a batch that completes its program.

5.4.6 EVENTS, NEWS AND ANNOUNCEMENTS

- (i) The system should allow for different categories of news and events and be able to produce list of news and events by category.
- (ii) Events would have a date and time and would appear in lists in the order of time of event and not time of upload. News items would appear in order of time of upload.
- (iii) Each news/ event would have a short description, long description (WYSIWYG editable), and a set of photos, with the ability to choose a key photo to be used for when the event appears on the front page.
- (iv) Events scheduled before the current date should be viewable in an archive.
- (v) RSS/ ATOM feeds and Google Calendar integration should be provided for the event streams.

5.4.7 NOTICES, TENDERS ETC.

- (i) The system should allow uploading of notices as PDF files with headings and taxonomy tags.
- (ii) The system should be able to generate pages with categorized as well as chronological list of notices.
- (iii) Some notices such as tenders may have an expiry date. The generated page should clearly indicate expired notices as such so that notice and announcement disappears after expiry date and time. All Tenders should move to Archive after expiry of respective date and time.

5.4.8 FRONTPAGE AND NAVIGATION

- (i) The front page would be user-editable with the following possible components:

- a. A main menu and drop-down submenus which could point to static pages or to pages generated by modules such as People or Events.
 - b. Blocks generated by the Events and News modules (different blocks for different categories and a block which combines all categories).
 - c. Arbitrary static text blocks.
 - d. A photo/ video carousel.
- (ii) It should be possible to override the front page with custom HTML.

5.4.9 TAXONOMY

The CMS should provide a taxonomy system that allows adding taxonomy tags to events, notices etc. and should be able to generate pages that filter data of these kinds by one or more taxonomy tags.

5.4.10 WORKFLOW

- (i) It should be possible to save new content as a draft which would not be visible to unprivileged users and to later publish the draft.
- (ii) It should be possible to place changes by less privileged users in a moderation queue to be published on the website only after the approval of a moderator. It should be possible to assign different moderators for different sections of the website.
- (iii) The system should retain older versions of content and uploaded files and allow privileged users to view older versions of content and revert the published version to an older one.
- (iv) The system should maintain a log of all content management actions recording IP address, date and time of change, content modified and username. The system should periodically export the log records in a text/pdf/csv format to files that can be archived before clearing them from its database. Log records should be visible only to users authorized for that purpose.

5.4.11 CACHING

The system should implement a caching layer either as part of the CMS or as a separate software component to ensure responsive behavior under high loads, specially for unauthenticated visitors.

5.4.12 API

The display of data between main site and different Centre site should be in sync with each other. The main site should display all the data pulled from all micro sites of the Institute.

5.4.13 ANALYTICS

The system should provide Google Analytics integration with a customizable Google Analytics account. The system should track not only HTML page views but also downloads of media of particular types (say PDF).

5.4.14 SEARCH

- (i) Websites should have a comprehensive site search.
- (ii) It should be possible to search the faculty/ administrative staff database by Institute /Centre.

5.5 MAIN WEBSITE

- (i) The Vendor shall develop the main website using the CMS as a part of this work with content to be provided by the Institute. The indicative structure of the website is given below. However, the Vendor would be responsible for developing the architecture and navigation for the site in consultation with the Institute.
- (ii) As part of the present work the main site would have brief introductions to the different centers and programs of the Institute with a full micro-site being developed only for a single Center (see below). However, it should be simple to integrate micro-sites for other Center as they are developed in the future.
- (iii) The publication and news pages on the Institute website would not only include Institute-level news and publications but would also pull in real time news and publications from individual Centers micro-sites.

5.5.1 INDICATIVE STRUCTURE OF MAIN WEBSITE

- (i) Home
 - a. About Us
 - i. Vision & Mission
 - ii. Objectives
 - iii. Find us
 - iv. Hostel
 - b. Structure
 - i. Org.Chart

- ii. NIEPA Council
- iii. Academic Council
- iv. Board of Management
- v. Finance Committee
- vi. Board of Studies.

(ii) Departments

a. Departments

- i. Educational Planning
- ii. Educational Administration
- iii. Educational Finance
- iv. Educational Policy
- v. School & Non-Formal Education
- vi. Higher & Professional Education
- vii. Educational Management Information System
- viii. Training and capacity building in Education
- ix. Professor ICT

b. Centers/Unit

- i. NCSL
- ii. CPRHE
- iii. SSE (Shaala Siddhi)
- iv. Project Management Unit
- v. National Digital Archives

c. National Fellows

(iii) Administration

(iv) M.Phil.Ph.D

- a. Admissions
- b. Research Scholar Section

(v) Events

a. Trainings/Seminars

- i. Training & Objectives
- ii. Training Calendar
- iii. Current Programme
- iv. Programs Held
- v. PGDEPA
- vi. IDEPA 2019 Announcement
- vii. IDEPA
- viii. IPEA
- ix. LEAP

b. Audio/Video Conference

- c. Meetings
 - d. Other Events
- (vi) Support Services
- a. Finance
 - b. Library
 - i. About
 - ii. Online Catalogue
 - iii. Resource
 - 1. International Journals
 - 2. National Journals
 - 3. Online Database
 - 4. Exchange Journals
 - 5. Light Reading Magazines
 - c. Documentation Center
 - d. Computer Center
 - e. Publication Unit
 - f. Hindi Cell
 - g. Training Cell
 - h. Hostel
- (vii) Research/Publications
- a. Publications
 - b. Researches
 - i. Ongoing
 - ii. Completed
- (viii) Schemes
- a. Grants-In-Aid
 - i. Guidelines
 - ii. Application Format
 - iii. Online Information System
 - iv. Status of Application Received offline
 - b. Scheme of Assistance
 - c. Projects
 - i. DISE
 - ii. Antiep
- (ix) Org.Structure
- (x) Vission&Mission
- (xi) Campus
- (xii) Jobs
- (xiii) Tender

- (xiv) Ongoing-Prog
- (xv) E-Governance
- (xvi) Imp.links
- (xvii) RTI
- (xviii) Grievances
- (xix) Staff Corner
- (xx) Screen Reader Access
- (xxi) Hindi Website

5.6 MICRO-SITES

The successful Vendor shall develop micro sites for Centers of the Institute as per details given below. Along with this micro site, the Vendor shall provide template of such micro site so that Institute IT Department shall be able to create more such micro sites in future at their own. Training for creating such micro site shall be provided by the Vendor to Institute by authorized staff. However Vendor may also be required to generate such micro site in future at the rate as per price bid of the tender document. This is further clarified that in case institute staff creates such micro site, no payment shall be payable to the Vendor. In case Vendor is required to develop micro site, then only payment shall be made as per rate contract.

The Vendor shall use the CMS to design and develop a micro-site for Centers of the Institute, using the content provided by the institute. However, the Vendor would be responsible for developing the architecture and navigation for the site in consultation with the Institute, with content to be provided by the Institute. Indicative contents of this micro site are given as under:

- (i) About Us
- (ii) About Research
- (iii) Publications
 - a. Research Paper Series
 - b. Research Report Series
 - c. Policy Briefs
 - d. IHER
 - e. Other Publications
- (iv) IHER
- (v) Faculty & Staff
 - a. CPRHE Faculty
 - b. Visiting Faculty
 - c. Project Consultant
 - d. CPRHE Staff

- (vi) Visitors
- (vii) Events
- (viii) Photo Gallery
- (ix) Contact Us
- (x) Careers

5.7 INFORMATION SECURITY

- (i) The main website(s) including micro sites shall implement SSL and latest security features. The Vendor shall follow standard, up to date Industry security practices so as to make Institute website secured from any type of threats. The Vendor shall do quarterly security audit using standard tools and shall resolve all reported issues/vulnerabilities within 15 days. The Vendor shall submit the reports of the issues and action taken on quarterly basis to the Institute. NIEPA may get the website(s) audited from third party and the Vendor shall resolve all the issues/vulnerabilities within 21 days with due consultation with NIEPA authorized personnel.
- (ii) The SSL certificates for wild card (*.niepa.ac.in) shall be provided by the successful Vendor for the entire period of the contract without any additional charges.

5.8 BACKUP & DISASTER RECOVERY

- (i) The Vendor shall take daily incremental backup and weekly full backup of the websites. All such backups shall be maintained on a separate server / virtual machine by the Vendor which may be required to be restored as and when required by the Institute.
- (ii) Institute may provide one virtual machine (VM)/ Server with public IP address where the Vendor shall create backup site of the original instance of NIEPA websites. The replication shall be done by Vendor on daily basis. The VM/ Server at NIEPA may be used as DR backup in case of any technical eventuality.

5.9 MULTI-LINGUAL SUPPORT

NIEPA will provide Hindi Content, the entire website(s) shall also be made in Hindi by the Vendor. He/ she shall be paid 25% of the development cost extra for creating second bilingual website.

5.10 SEARCH ENGINE OPTIMIZATION

- (i) The Vendor shall optimize the websites to get higher rankings for popular web search engine such as Google. The higher ranking means the string search will result into first two pages of the Google search results. Vendor shall make 10 key phrases optimized in Google search engine free of cost.
- (ii) The Ten key phrases shall be discussed with successful Vendor and shall be mutually agreed during development process. Beyond 10 key phrases, the same may be done as per the rates mentioned in price Bid.

5.11 PAYMENT GATEWAY INTEGRATION

The Website shall facilitate online payments/ payment gateways (through Direct Debit or Debit and Credit Cards of multiple Banks) through the Portal. Provide interface and access to the external payment gateway for enabling the online payment services. Payment Gateway services should provide complete audit functionality for tracking and monitoring/ reconciling the financial transactions taking place through NIEPA. The payment gateway shall be provided by Institute which may be changed by NIEPA from time to time.

5.12 TRANSFER OF TECHNOLOGY

- (i) The developed system, including any tools required for further developing the system, should either be:
 - a) Available to NIEPA free of cost under an open-source license from a public source.
 - b) Or, be software to which the Vendor has intellectual property rights and for which the Vendor would be required to transfer all source code to NIEPA and enter into a license agreement with NIEPA that gives NIEPA the right to use the software for any purpose and build derivative products for its own use in perpetuity without any additional charge.
- (ii) The website should use only content and media that is provided either by the NIEPA, or is available under a royalty-free license or the IPR for which has been acquired by the Vendor and transferred to the NIEPA as a part of the delivered system. The Institute would not be liable to pay any additional

charges of any nature over and beyond the bid amount for content and media rights.

5.13 DEVELOPMENT METHODOLOGY

- (i) Development should be done in close coordination with the NIEPA community with the Vendor making all efforts to get early feedback on design and implementation choices.
- (ii) Code delivered should be structured, maintainable and well-documented and should follow security and performance best practices.

5.14 HOSTING

- (i) The Vendor shall provide a dedicated Virtual Machine consisting of at least 4 core, 8 GB RAM and 1TB storage space from Day one. However, the compute resources may be planned and implemented by successful Vendor (without additional cost) so as to support 3000 concurrent hits at any point of time. Institute Website shall be on a dedicated IP Address and not shared with any other third-party websites and applications. Hosting facility shall be provided by the Vendor in at least Tier-3 data Center hosted within India. The Website(s) shall be accessible across Globe and any restrictions if any shall be made only after due discussions and approvals from the NIEPA.
- (ii) The Vendor shall provide operating system, patch management, Antivirus, Database, Content Management Software as deemed appropriate by the Vendor.
- (iii) The Vendor shall update security patches, other patches from time to time during entire period of contract including warranty and CMC.
- (iv) The Vendor shall upgrade OS, Content Management Software and other software tools to the latest stable version during entire support period including warranty and CMC.
- (v) In case, Institute desires to host website at its own data centers / third party hosting site, the Vendor shall inform the OS and database to the Institute. However the content management software and any other software tool shall be provided by the Vendor. In such scenario, the hosting shall be migrated to new site and the Vendor shall be responsible for such migration without any additional cost to the Institute. The payment w.r.t. hosting shall be payable to the Vendor till quarter end of such migration activity.

- (vi) The Vendor shall be responsible for installing and commissioning the web site on the chosen hosting provider.

5.15 MAINTENANCE AND SUPPORT

- (i) The Vendor shall have 24 x 7 helpdesk (telephonic and software reporting tool). The successful Vendor shall provide support 24 x 7 for all website(s) including all micro sites irrespective of holidays and week-offs. Any major failure in terms of non availability, security, hacking etc shall be supported and resolved within 4 hours in the entire contract period. Content updating shall be done by NIEPA staff, but in some case of non availability of NIEPA engineer and critical issues, the Vendor's engineer shall also be required to update contents as and when required within 8 working hours from the time of reporting.

During Warranty and CMC:

- (ii) One Engineer of the Vendor shall visit NIEPA on monthly basis post Go Live during maintenance period for support related activities to discuss change requests, bugs and any other issues.
- (iii) During warranty and CMC period, the Vendor may be required to make additional 25 static content pages and 25 dynamic or interactive content pages (may be a part of future application requirement) per year free of cost. Updatons on existing pages shall be free of cost during entire contract period. Besides this, Vendor shall provide 25 man days per year efforts, free of cost for development of new requirements at website during warranty and CMC period. In case there is no additional such requirement during support period, there shall be no deductions in payment made by the Institute.
- (iv) The Vendor must ensure 99.9% uptime of website including hosting services. For this purpose, the Vendor shall observe the availability of website(s) and associated applications, if any, from a third-party location (outside data center of hosting site) using a software tool on 24 x 7 basis which shall send alerts to the Vendor's and NIEPA IT staff. In case of critical alerts, it shall be resolved by the Vendor on priority basis (24 x 7). Respective reports to be submitted along with invoice for the respective quarter.
- (v) The Vendor shall provide the support escalation matrix along with telephonic, email and office contacts. Services of the staff must be available on weekend, holidays and after office hours as and when required.

- (vi) During CMC period – the Vendor shall provide three options of theme changes after due discussion with NIEPA and shall change the home page theme to new version after due approvals.

5.16 PERIOD OF CONTRACT

- (i) Initial 4 months for website creations and Go Live as mentioned in the tender document. Post Go Live, the contract period shall be in one year of warranty and four years of Comprehensive Maintenance Contract (CMC).
- (ii) The tenure of the contract shall be for Five years (one + four) from the date of Go Live of website(s), subject to annual review of the performance of the Vendor by the NIEPA. However, the contract shall initially be awarded for period of one year which shall be extended on year to year basis subject to satisfactory performance and sole discretion of the NIEPA. After the completion of the assigned responsibilities across the tenure of the initial five year contract, Institute, at its sole discretion and mutual consent, may extend the contract on year to year basis for additional five more years subject to satisfactory quality certification by Designate Inspection Committee or Authority or any person nominated by or on behalf of the NIEPA to assess the performance of the Vendor.

5.17 TRAINING & DOCUMENTATION

- (i) The Vendor would be required to provide to NIEPA comprehensive user and developer documentation for the CMS and the website so that after the completion of the maintenance period the Institute will be able to maintain and further develop the system internally.
- (ii) The Vendor would be required to provide on-site, in-person, training on the system and software technology used for the developed website and CMS to the NIEPA staff, so that after completion of support, the NIEPA staff can operate and further develop the system. There shall be minimum 10 sessions of minimum three hours duration each. The price as quoted by the Vendor in the commercial bid will include all training and support costs.
- (iii) If NIEPA decides to replace/ integrate the Vendor's IT application(s) by/ with new IT application(s), the Vendor will have to work closely with the new Vendor for activities including but not limited to data migration, knowledge transfer and integration etc. Successful Vendor shall be liable to handover all the services under contract to its successor in working condition, failing which leads to deduction of actual expenditure to install/ repair/ restore of these services.

- (iv) The successful Vendor shall be required to provide data in excel and other suitable database. The structure of this database shall be informed to NIEPA/ successor Vendor's engineers.

5.18 COPYRIGHT & TRADEMARKS

- (i) The Vendor will hand over all the software and graphics to NIEPA for the purpose of copyright and intellectual ownership. On the bottom of every page a link navigating to information page regarding copyright shall be displayed.
- (ii) Any material which is not provided by NIEPA and is used by the Vendor on website shall be free from copyright / intellectual property rights issues.

6 DEVELOPMENT SCHEDULE

- (i) The entire scope of the contract is envisioned to be completed in a phased manner according to the timeline given below in Table 2.

TABLE 2. SCHEDULE OF DELIVERY

Sl. No.	Milestone	Completion Time (calendar days; T = date of issue of work order)
1.	Delivery of the first prototype of visual design, CMS and main Institute website. The website should implement all major functionality of the current NIEPA website and the CMS at the minimum should support the updating of faculty profiles by faculty members and updating of other content by a single administrator. The visual design and user interface of this version should be consonant with the final vision but may not be fully developed at this stage. Alpha version of the website shall be released by end of this phase.	Day T+45
2.	Delivery of the Beta Version of the website and CMS implementing all functionality specified in this tender. The websites should have the final architecture and interface design. Delivery of the alpha prototype of the micro websites.	Day T+90
3.	Final version release of the main website, the micro sites and CMS after due amendments based on feedback from NIEPA. The Vendor shall do stability, performance test and first security audit using its own tool. The Vendor shall fix any	Day T+120

	critical issue found during these procedures. This shall be treated as Go-Live of website(s).	
--	---	--

- (ii) In the above Table “delivery” in the case of software deliverables would mean the installation of the modules/ site in question with all specified functionality implemented. For each milestone, delivery would include the delivery of all source files, media files, build scripts etc, required to build the CMS and websites.

7 PAYMENT SCHEDULE, PERFORMANCE SECURITY DEPOSIT & PENALTY

7.1 PAYMENT SCHEDULE

The payment to the Vendor shall be made as per the following details

- (i) For Website Development and deployment work
 - a) 50% of the development and deployment amount will paid once the obligations are fulfilled as mentioned in scope of work and schedule of Delivery (Table 2), and duly certified by Institute authorized committee / personnel.
 - b) From the date of Go Live as mentioned above, the website shall be under warranty period of one year. Balance 50% of the development amount shall be paid on completion of respective quarters after go-live during the one year warranty period.
 - c) After completion of initial one year warranty, CMC (Comprehensive Maintenance Contract) period shall start. For CMC, payment shall be made on quarterly basis after completion of the respective quarter of that year.
 - d) For Hosting of the website(s), the payment shall be made after each quarter from the date of Go Live as mentioned above.
- (ii) The Vendor shall raise bill by the first week of next quarter. Disputed amount or amount on which clarification is required may be held up till the time matter is sorted out. However, balance amount may be released by the Institute.

7.2 PERFORMANCE SECURITY DEPOSIT (PSD)

- (i) A PSD of 10% of total order value of the contract will have to be deposited with NIEPA within 15 days from the date of receipt of notification of award of work to ensure due performance of the contract.
- (ii) The PSD shall be in the form of Demand Draft/ Bank Guarantee payable to **Registrar, NIEPA New Delhi.**

- (iii) The PSD should remain valid for a period of ninety days beyond the date of completion of all contractual obligations by the Vendor including maintenance obligations, which is five years. EMD will be refunded to the successful Vendor on receipt of PSD.
- (iv) The PSD will be released after all contractual obligations by the Vendor are fulfilled. This can be withheld or forfeited in full or in part in case the work order is not executed satisfactorily within the stipulated period. NIEPA reserves the right to ask for performance guarantee extension if contractual obligations are not fulfilled.

7.3 PENALTY

In the event of the Vendor failing to:

- (a) Observe or perform any part of the work as specified in this tender.
- (b) Execute the work to the satisfaction of NIEPA in the time specified.
 - (i) It shall be lawful for NIEPA, in its discretion, in the former event to remove or withhold any part of the order, until such times as it may be satisfied that the Vendor is able to do and will duly observe the said conditions. In the latter event, NIEPA reserves the right to reject or remove as the case may require any order executed otherwise to the satisfaction of NIEPA and by the time fixed by it. In both or either of the events aforesaid, NIEPA reserves the right to make such arrangements as it may think fit for the execution of the order so removed or order in lieu of that so rejected at risk and expense of the Vendor.
 - (ii) Provided further that if in either event any excess cost be incurred by reason of the difference between the prices paid and the accepted rates, NIEPA may charge the amount of such excess cost to the Vendor. The same may at any time thereafter be deducted from any amount that may become due to the Vendor under this or any other contract, or may be demanded of the Vendor to be paid within fourteen days to the credit of the NIEPA.
 - (iii) In the event of discovery of any error or defect due to the fault of the Vendor at any time after the delivery of application, the Vendor shall be bound, if called upon to do so, to rectify such error or defect at its own cost to the satisfaction of and within the time fixed by NIEPA. In the event of the delivery of any error, which owing to urgency or for any other reason cannot be wholly rejected, NIEPA shall have the power to deduct from any payment due to the Vendor such sum as it may deem expedient.

- (iv) In the event of work being partially/ wholly rejected, NIEPA may at its discretion may permit the Vendor to re-do the same within such time as it may specify at Vendor's own cost of all sorts i.e. manpower's, equipments, technology etc; In case the work is wholly rejected and NIEPA doesn't allow the Vendor to redo the work, contract shall be terminated and Performance Bank Guarantee of the Vendor will be forfeited.
- (v) However, in the event of work being partially/ wholly rejected and NIEPA allows the Vendor to redo the work, suitable penalty shall be levied, even if the Vendor re-delivers the work at a later date. The Institute also reserves the right to terminate the contract and black list the defaulting Vendor.
- (vi) In case of delay in meeting any of the milestones listed in Table 2, a penalty of 1% of the contract value will be levied for each calendar week of delay, up to a maximum of 10%. For total delay exceeding ten calendar weeks, the Institute will have the discretion of terminating the contract. In that case, the Performance Bank Guarantee of the Vendor will be forfeited.
- (vii) In the event of any major issue during entire contract period like non availability of website (on basis of 99.9% uptime calculated quarterly), Security incidence etc, a penalty of Rs. 10,000 per hour with a maximum limit of 10% of development cost for each such instance.

8 SUBMISSION OF BID PROPOSAL

8.1 PROCEDURE OF SUBMISSION

8.1.1 SUBMISSION OF BID

- (i) Both Technical and Financial Bid are to be submitted.
- (ii) The online bids (complete in all respect) must be uploaded online in two parts;
- a) **Technical bid** as per Annexure I and all supporting documents as per Annexure II to IV, on the prescribed tender format in PDF form. The vendor is required to submit physical copy of these documents to NIEPA.
- b) **Financial bid** as per Annexure V. The vendor is NOT required to submit physical copy of Financial bid to NIEPA.

- (iii) All other documents as per requirement of Technical Bid shall be uploaded online through this email website-tender@niepa.ac.in . The Vendor shall bear all costs associated with the preparation of his/ her tender document including cost of any clarifications, required by NIEPA.
- (iv) When deemed necessary, NIEPA may seek clarification on any aspect from the Vendors. However, that would not entitle the Vendor to change or cause any change in the price quoted. NIEPA may, if so required, ask the Vendor to give presentation for the purpose of clarification on the bid submitted. All expenses for this purpose as also for preparation of documents and other meetings will be borne by the Vendor.
- (v) NIEPA will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the tenders are generally in order.
- (vi) A tender determined as not substantially responsive will be rejected by NIEPA and may not subsequently be made responsive by the Vendor by rectifying the non-conformity.
- (vii) NIEPA may waive off any minor infirmity or non-conformity in the tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of other Vendors. The decision of NIEPA in this regard will however be final and binding.
- (viii) Vendor shall not be permitted to withdraw his/ her/ its offer or modify the terms and conditions thereof after acceptance of tender. In case the Vendor fails to observe and comply with the stipulations made herein or backs out after quoting the rate, the aforesaid amount of Earnest Money and Performance Guarantee, will be forfeited by the Institute. Besides this, the Vendor will also liable to be debarred/ blacklisted from participating in the tendering process of NIEPA in future or fined.
- (ix) Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the Vendors who resort to canvassing in any form or try to influence the process either directly or indirectly shall be liable for rejection by NIEPA.
- (x) Tender containing any condition leading to unknown/ indefinite liability is liable to be summarily rejected.
- (xi) Any modification/ corrigendum issued with regard to this tender document shall be uploaded on 'www.niepa.ac.in' website only. Vendors are, therefore,

requested to visit the website regularly till the last stipulated date of submission of the tender for ascertaining any modification/ corrigendum issued in this regard.

8.1.2 TECHNICAL BID

The Vendor will upload following documents along with the Technical Bid:

- (i) A copy of the Demand Draft/ Banker's Cheque for Earnest Money Deposit (EMD) of Rs. 30,000/- .
- (ii) Technical Bid, duly filled in the prescribed format specified at Annexure I of this tender document. Vendors are required to sign on every page of Technical Bid and upload the same online.
- (iii) Copy of PAN No.
- (iv) Copy of GST No.
- (v) Copies of work orders of website development / maintenance for each year for which experience is being claimed (Table 3, Sl. No. 1).
- (vi) Copies of work orders of Websites developed for Government or non-commercial Organization in last five years with a purchase order of Rs 10 Lakh or above for website development (Table 3, Sl. No. 2).
- (vii) Copies of work orders of Websites developed for University or educational institution with a work order of Rs 10 Lakh or more in past five years (Table 3, Sl. No. 3).
- (viii) Certificate for not being blacklisted (Annexure II).
- (ix) CVs of specialized personnel (Annexure III).
- (x) Performance certification (Annexure IV).

NOTE : The Vendor is also required to submit physical copies of all these documents in a sealed envelope superscribed as "Tender for design, development & maintenance of WCMS and official websites", on or before the closing date and time in tender box kept in Room No. ..., National Institute of Educational Planning and Administration(Deemed to be University) 17-B,sri Aurobindo Marg, New Delhi-110016 , failing which the bids will not be considered.

8.1.3 FINANCIAL BID

- (i) The Financial Bid should be uploaded in the format given in Annexure V. The Financial bid of the tender will be opened after evaluation of the technical bids and only such Vendors, whose bids are qualified in technical evaluation, shall be called for opening of their commercial bids. Financial Bid should be filled in only as per unit for which rate is called. Deviation from prescribed unit will cause rejection of the whole tender.
- (ii) The consolidated price quoted shall be firm and final and payable for the work completed/ items delivered & installed and shall include all taxes (incl. GST), duties, cartage, labour charges etc. as applicable. Vague offers such as custom duty extra, cartage extra, tax extra etc shall not be accepted. Any extra taxes, duties, levies not written in the Financial Bid table but written separately at any other place in the bid document shall not be considered and the Vendor shall bear it.
- (iii) If there is a discrepancy in rates between figures and words, the amount lesser amount shall prevail and be considered for financial bid evaluation.
- (iv) The rates will be valid for entire period of contract years as per tender document.

8.2 AUTHENTICATION OF BID

- (i) The tender bid and copies of certificates uploaded by the Vendor in pdf form should be duly signed at the given places, together with initials on every page by the authorized person of the Vendor. Initials/ signature will indicate the acceptance of the tender document by the Vendor.
- (ii) All entries in the bid form should be legible and filled clearly. If the space for furnishing information is not sufficient, separate sheets duly signed by the authorized signatory may be uploaded.
- (iii) Bids shall contain no interlineations, erasures or over writing except as necessary to correct errors made by Vendors, in which case such corrections shall be initialed by the person(s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement will be liable for rejection.

8.3 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE TENDER

8.3.1 AMBIGUITY, CONFLICT ETC.

- (i) If a prospective Vendor discovers any ambiguity, conflict, discrepancy, omission, or other error in the tender, he/ she/ they shall immediately notify NIEPA of such error in writing and request modification or clarification of the document. NIEPA will make public its response to all clarifications sought, and any revisions to the tender document if so required, through the NIEPA/ e-procurement website. The Vendor is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the tender prior to submitting the bid.
- (ii) Clarifications regarding any aspects of the tender can be sought from NIEPA only up to the date specified in Table 1.
- (iii) Requests for clarifications should be sent to: website-tender@niepa.ac.in
- (iv) A pre-bid meeting will be convened on the date given in Table 1 for all prospective Vendors. The Vendors may clarify any queries they have regarding the project requirements at that time.

8.3.2 LATE BIDS

Bids received after the due date and time specified in Table 1 will not be accepted in any case.

8.3.3 PERIOD OF VALIDITY OF BIDS

The bids submitted shall be valid for a minimum period of 90 days, computed from the date of opening of financial bids. The bids once submitted cannot be modified under any circumstances.

8.3.4 NO WITHDRAWAL AFTER SUBMISSION OF BIDS

The Vendor shall not be permitted to withdraw their offer or modify the terms and conditions thereof after acceptance of bid. In case the Vendor fails to observe and comply with the stipulations made herein or backs out after quoting the rate, the aforesaid amount of Earnest Money and Performance Guarantee will be forfeited to the Institute. Besides this, the Vendor will also liable to be debarred/ blacklisted from participating in the tender/ tendering process of NIEPA in future or fined.

8.4 EARNEST MONEY DEPOSIT

- (i) The original hard copy of Earnest Money Deposit (EMD) of Rs. 30,000/- in the form of Demand Draft/ Banker's Cheque in favour of "**Registrar, NIEPA New Delhi**" payable at Delhi is required to be submitted in a sealed envelope superscribed "**Tender for design, development & maintenance of WCMS**"

and official websites”, on or before the closing date and time of e-submission of online bids to The Registrar, National Institute of Educational Planning and Administration (Deemed to be University) 17-B Sri Aurobindo Marg, New Delhi-110016, failing which the bids will not be considered.

- (ii) Vendors shall not be permitted to withdraw their offer or modify the terms and conditions of the tender. In case the Vendor fails to observe and comply with the stipulations made herein or backs out after quoting the rate, or only undertake to do portion of the work, the aforesaid amount of earnest money will be forfeited by the Institute. Besides, the Vendor will also be debarred/blacklisted from participating in the future tendering of the University or fined.
- (iii) The EMD of other Vendors will be returned after placing of the order to the successful Vendor.

9 SELECTION PROCESS

- (i) NIEPA is seeking a Vendor with a demonstrated communication/ interface design vision as well as the ability to support that vision with a maintainable and efficient technological foundation.
- (ii) Bids would be evaluated on the basis of a two-part bidding system consisting of a Technical and a Financial Bid. **The weightage of the technical and financial bids in the final selection process shall be 60% and 40% respectively.**

9.1 QUALIFICATIONS OF PROFESSIONALS

Wherever specified in this tender in the context of qualifications of professionals “formal education” would mean:

- (i) In the case of Design Professionals: the possession of a qualification awarded by a recognized institution after the completion of a full-time programme of a duration of a minimum of three years in the case of undergraduate programmes; or two years in the case of postgraduate programmes.
- (ii) In the case of Software Professionals: the possession of a bachelor’s degree or higher in software engineering or related field awarded by a recognized institution after the completion of a full-time programme.

9.2 OPENING OF BIDS

The technical bid will be opened on the date specified in Table 1. Any change in opening date and time will be notified by NIEPA in advance on its website. Only the Vendors or their duly authorized representative carrying a letter of authorization will

be permitted to attend the opening of bids. Incomplete bids, unsigned pages, non-submission of required documents as specified in this tender will be treated as non-compliance and the bid will be liable for rejection.

9.3 TECHNICAL EVALUATION

- (i) Bids from Vendors, who do not meet the minimum eligibility criteria, would be summarily rejected.
- (ii) The Vendors who meet minimum criteria shall be required to deliver presentation before Tender Evaluation Committee.
- (iii) The technical bids of Vendors who meet the minimum eligibility criteria would be scored according to the scheme given in Table 3.
- (iv) The decision of TEC shall be final and no further communication in this regard shall be entertained.

TABLE 3. TECHNICAL EVALUATION CRITERIA

Sl. No.	Details	Maximum Marks
1	Experience in the field of website development / Maintenance. For each year – 1 point. Along with technical bid, please produce work order of website development / maintenance for each year for which experience is being claimed.	10
2	Developed websites for Government or non-commercial organization in last five years with a purchase order of Rs 10 Lakh or above for website development. For each such work order – 5 Marks Please produce work order along with Technical Bid	15
3	In past five years, Website developed for University or educational institution with a work order of Rs 10 Lakh or more For each such development cost – 5 Marks. Please produce Work Order along with Technical bid.	10
4	Demonstrate one sample home page for NIEPA website which shall be evaluated for ease of usability, present-ability and navigation.	15
5	Demonstrate one sample home page for micro website of NIEPA Centers which shall be evaluated for ease of usability,	10

	present ability and navigation.	
6	Demonstrate the CMS proposed for NIEPA website.	15
7	Hosting Infrastructure proposed for NIEPA website(s) including Security support.	15
8	Organizational capability (design): full-time employees with formal education in design, (a) UI/ UX/ communication design/ interface design and (b) web software development. The Vendor should upload CVs of at least Five (05) full-time employees from each of these disciplines with a professional experience of at least five years Resource with 1 year Diploma in design – 0.25 marks each Resource with Bachelor / Masters Degree in design – 0.5 marks each	10
	TOTAL	100

* Note: A project/ work order will be considered only once for the purpose of marking during evaluation of technical bids.

- (v) NIEPA will prepare a list of Vendors on the basis of the score awarded according to this scheme. Only those Vendors, who obtain minimum 60% total score in the above assessment, would be allowed to proceed to the next stage of the financial bid opening.

9.4 EVALUATION OF FINANCIAL BIDS

- (i) Financial bids of only those Vendors shortlisted by the Tender Evaluation Committee at the end of Technical Evaluation will be opened.
- (ii) NIEPA will take the comprehensive cost of the work (inclusive of all taxes, duties and other charges, including GST) as the basis for evaluating the financial bid.
- (iii) The price shall include all charges including taxes and other statutory duties, not specifically mentioned in the specification but essential for successful completion of the project. NIEPA shall not entertain any request from the Vendor later for payment of such charges.
- (iv) Any royalties or patents or charges for the use of content, images, third party software etc. that might be required for the work shall not be paid by NIEPA. The Vendor shall pay for such claims without putting any financial burden on NIEPA and transfer all the ownership/ IPR rights to NIEPA, including the 3rd party licenses etc.

- (v) In case the Vendor is found to have not included any statutorily required taxes or duties or other charges required for the successful completion of the work in his/ her/ their bid, NIEPA may at its discretion reject such a bid as incomplete or deduct such taxes and charges from the price paid to the Vendor.

9.5 AWARD OF WORK

- (i) A Final score would be generated by giving 60% weightage to the score of technical evaluation and 40% weightage to the Financial Bids. Accordingly, the work will be awarded to the Vendor with highest Final Score as per following formula:

$$\text{Final Score} = [W(t) \times S(t)] + [W(f) \times S(f)]$$

Where

- a) **W(t)** = Weightage to the Technical Score (60%)
- b) **S(t)** = Technical Score
- c) **W(f)** = Weightage to Financial Quote (40%)
- d) **S(f)** = Financial Score = (Lowest Weighted Financial Quote / Vendor's Weighted Financial Quote) x100

NOTE : Weighted Financial Quote shall be calculated on the basis of formula given in Financial Bid.

- (ii) In case this Vendor fails to enter into a contract with NIEPA or furnish a performance guarantee within the time stipulated, NIEPA will be at liberty to withdraw the offer and make an offer to the Vendor with the second highest Final Score, and so on in the order of decreasing Final Score.

10 GENERAL TERMS AND CONDITIONS

10.1 TERMS AND CONDITIONS

10.1.1 RIGHT OF ACCEPTANCE AND OTHER PROVISIONS

- (i) The acceptance of proposal rests with NIEPA. The Institute is not bound to accept the lowest bid and reserves the right to accept or reject any or all the bids without assigning any reasons thereof. NIEPA also reserves the right to modify and/ or relax, any terms and conditions of this tender document to safeguard its interest.
- (ii) Incomplete and conditional bids will be rejected. Quoting unrealistic rates will be grounds for disqualification.

- (iii) The Vendors will be bound by the details furnished by them to the NIEPA, while submitting the bid or at subsequent stage. In case, any of such documents furnished by them is found to be fictitious at any stage, it would be deemed to be a breach of terms of contract making them liable for legal action besides termination of contract.
- (iv) NIEPA reserves the right to blacklist a defaulting Vendor.
- (v) Any inquiry after submission of the proposal will not be entertained.
- (vi) Any failure on the part of the Vendor to observe the prescribed procedure and any attempt to canvas for the work order will prejudice the Vendor's proposal.
- (vii) Depending upon prevailing situation, NIEPA reserves the right to cancel the tender process without assigning any reason whatsoever, at any stage.

10.1.2 SUBLETTING OF WORK:

The Vendor shall not assign or sublet the work or any part of it (except hosting services) to any other person or party.

10.1.3 RIGHT TO CALL UPON INFORMATION REGARDING STATUS OF WORK:

NIEPA has the right to call upon information regarding status of the work at any point of time.

10.1.4 SERVICE HELP DESK:

The Vendor, till his/ her liabilities are completed, should have and communicate to NIEPA:

- (i) Web based call logging for complaint bookings.
- (ii) Escalation matrix, patterns & methodology should be given to IT Services Division of NIEPA.

10.1.5 AGREEMENT

The successful Vendor shall sign an agreement as specified by NIEPA at Annexure VI, embodying the conditions stated in this tender on a stamp paper of the appropriate denomination and submit the same to the **Registrar, NIEPA New Delhi** within 15 days of the receipt of notification of award of contract.

10.1.6 TERMINATION OF THE CONTRACT

The Institute may terminate the Contract, by not less than thirty (30) days' written notice of termination to the Vendor, to be given after the occurrence of any of the events specified in paragraphs (i) to (iii) of this Clause and sixty (60) days' in the case of the event referred to in (iv) below :

- (i) if the Vendor does not remedy a failure in the performance of his/ her/ their obligations under the Contract;
- (ii) if the Vendor becomes insolvent or bankrupt;
- (iii) If the Vendor, in the judgment of the Institute has engaged in corrupt or fraudulent practices in competing or in executing the Contract;

For the purpose of this clause:

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

“Fraudulent Practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Purchaser.

- (iv) If the Institute, at its sole discretion, decides to terminate this Contract.

10.1.7 FORCE MAJEURE

- (i) For purposes of this clause, Force Majeure means an event beyond the control of the Vendor and not involving the Vendor's fault or negligence and which is not foreseeable.
- (ii) Such events may include, but are not restricted to, acts of any Government either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- (iii) If a Force Majeure situation arises, the Vendor shall promptly notify NIEPA in writing of such conditions and the cause thereof within fourteen days of occurrence of such event. Unless otherwise directed by NIEPA in writing, the Vendor shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

10.1.8 ARBITRATION

- (i) If a dispute or difference of any kind shall arise between the NIEPA and the Vendor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- (ii) If the parties fail to resolve their dispute or difference by such mutual consultation, the same shall be referred to the sole arbitrator, to be appointed by the Vice Chancellor, NIEPA at Delhi as per the provisions of the Indian Arbitration and Conciliation Act, 1996 and the rules framed there under. His/ Her decision will be final & binding on both the parties. The venue of arbitration shall be Delhi, India.
- (iii) All legal disputes shall be subject to the jurisdiction of Delhi courts only.

11 ANNEXURES

11.1 ANNEXURE I. TECHNICAL BID

1. Name & Postal address of Firm:

Telephones Nos.:

Fax Nos.

E-mail:

Mobile Nos:

2. Name & address of Owners/ Partners/ Directors :

3. Nature of Firm (Sole/ Partnership/ otherwise) :

4. Date of inception of Firm :

5. If Registered, Regn No with validity of registration with appropriate authority:

6. GST Registration No. (Upload copy):

7. PAN No. (Upload copy):

8. Details of the turnover for the last three financial years (**indicate year-wise and upload audited document**) :

(a) FY 2016-17 -

(b) FY 2017-18 -

(c) FY 2018-19 -

9. Are you related in any way with any staff member of NIEPA: Yes/ No.

Check list

Sl. No.	Check list of documents/ Undertakings?	YES/ NO	Remarks (Give explanation if answer is NO)
1	Is copy of demand draft/ banker's cheque for a sum of Rs 30,000/- towards EMD, uploaded?		
2	Is copy of GST No. uploaded?		
3	Is copy of PAN No. uploaded?		
4	Are copies of work orders for designing and developing uploaded? (for Technical Evaluation).		
5	Are CVs of Five full-time employees each having professional experience in (i) UI/ UX/ communication		

	design/ interface design and (ii) web software development uploaded?		
6	Are details of the turnover for the last three financial years uploaded?		
7	Are all performance certificates for the works referred at Ser No. 4 of this table uploaded as per Annexure IV?		
8	Is undertaking certifying that the Firm is not black listed signed as per Annexure II and uploaded?		
9	Have all uploaded documents been duly signed on each page ?		

Place :

Sig. of the Proprietor/ Authorized Signatory

Date :

Rubber Seal indicating complete address

11.2 ANNEXURE II. CERTIFICATE

1. I hereby undertake to comply with all the conditions of the Contract and Technical Specifications of the Bidding Document.

2. I hereby certify that:

(a) My/ Our Firm has not been ever blacklisted by any Central/ State Government/ Public Sector Undertaking/ Educational Institution on any account.

(b) All information provided in this Bid is true and correct in any every respect and in case at a later date it is found that any details provided are incorrect, any contract given to my/ our Firm may be summarily terminated and the Firm blacklisted.

Date:

(Authorized Signatory)

Place:

Name:

Designation:

Contact No.:

11.3 ANNEXURE III. FORMAT FOR CV OF SPECIALIST PERSONNEL

1. Name
2. Date of birth
3. Current designation in the organization and the duration of employment (include copies of Form 16 as proof of employment).
4. Capacity in which they would be associated with the project (also indicate percentage of their time they would be devoting to this project if awarded)
5. Academic qualifications specifying year, degree and granting institution (enclose copies of certificate).
6. Professional experience (enclose experience certificates).
7. Projects worked on relevant to the current project.

Notes: CVs and all enclosures to it must be signed both by the employee and the signatory to the bid.

11.4 ANNEXURE IV. FORMAT FOR PERFORMANCE CERTIFICATION

(Furnish this information for each individual work, for which the work orders have been uploaded, from the employer for whom the work was executed)

Name and address of the client	
URL of the website developed	
Period of the Project: Actual date of commencement of Project. Actual date of completion of project.	
Title of project (specify the name of website)	
Project cost (provide proof in the form of contract/ work order)	
Details of technology used	
Whether the application is being maintained by the Firm after its successful implementation (YES/ NO).	
If YES, Cost of Annual maintenance.	
Quality of services	Good/ Satisfactory/ Unsatisfactory

(Signature of the Contract Running Authority)

Date:

(Seal of the Organization)

Date:

11.5 ANNEXURE V. FINANCIAL BID

Name of the Vendor:

Table A

Sl. No	Work	Price (in INR)	Taxes (in INR)	Total Amount (incl. of Taxes) (in INR) (A)	Weightage for TCO calculation (W)	Weighted Cost (AXW)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	Website Development, and deployment (as per <u>Table 2</u>) i.e. one main website and micro sites, including first year warranty. (Includes pre Go Live period and 1 year warranty post Go Live).				1	
2	First Year cost for Comprehensive Maintenance Contract, Content Updating and modification on daily basis. This cost shall be applicable after successful completion of initial one year post Go Live.				0.90	
3.	Second Year cost for Comprehensive Maintenance Contract, Content Updating and modification on daily basis. This cost shall be applicable after successful completion of 1st year of CMC.				0.82	
4.	Third Year cost for Comprehensive Maintenance Contract, Content Updating and modification on daily				0.75	

	basis. This cost shall be applicable after successful completion of 2nd year of CMC.					
5.	Forth Year cost for Comprehensive Maintenance Contract, Content Updating and modification on daily basis. This cost shall be applicable after successful completion of 3rd year off CMC.				0.68	
6.	Website hosting charges per annum. All websites shall be hosted on a single Instance dedicated for NIEPA websites.				1	
Total quoted cost of Table A (to be filled by the Vendor)					---	---
Total weighted cost of Table A (to be calculated by the Evaluation Committee)						

Table B

Sl. No.	Work	Price (in INR)	Taxes (in INR)	Total Amount (incl. of Taxes) (in INR) (A)	Weightage for TCO calculation (W)	Weighted Cost (AXW)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.	Change Request Rates per man day. (Change request for activities beyond scope of work as mentioned in tender document).				50	
2.	Quarterly rate for Search Engine Optimization for 5 key phrases.				5	

3.	Rate for developing a micro site of one School.				4	
Total quoted cost of Table B (to be filled by the Vendor)					---	----
Total weighted cost of Table B (to be calculated by the Evaluation Committee)						

Total Quoted Cost of Table A and B combined (Rupees, inclusive of all taxes & applicable charges) in words (to be filled by the Vendor) :

Note: (i) Vendor is required to fill up field numbers (3), (4) and (5) and their total as quoted cost in each table.

(ii) The above mentioned Total Quoted Cost shall be considered for Bid Evaluation. Any mistake in Tax calculation or Total Quoted cost calculation shall be borne by Vendor and no change shall be allowed after bid submission.

(iii) The quoted amount shall include all taxes, duties, cartage, labour charges, insurance, custom duty etc. as applicable and no extra shall be payable on this account. Vague offers such as custom duty extra, cartage extra, tax extra etc shall not be accepted. Any extra taxes, duties, levies not included in amount mentioned in the above table, but written separately at any other place in the bid document shall not be considered and the Vendor shall have to bear it.

(iv) Multiplication factor mentioned in **Table A & Table B** is only for the purpose of evaluation of bids. This does not indicate quantity of the solution.

Total weighed cost of Ownership for the purpose of Bid comparison only **(to be calculated by the Evaluation Committee)** = Total weighted cost of Table A + Total weighted cost of Table B

Total Weighted Cost in Figure (Table A + Table B)	
Total Weighted cost in Words (table A + Table B)	

Signature of Vendor : Name & Designation :

Name of the Firm/Vendor : Seal of Vendor :

11.6 ANNEXURE VI. CONTRACT AGREEMENT

<Stamp paper of requisite amount>

Contract for design, development & maintenance of web content management system and official websites of the National Institute of Educational Planning and Administration New Delhi

This agreement is made on _____ 2018 between the National Institute of Educational Planning and Administration(Deemed to be University)17-B Sri Aurobindo Marg,New Delhi -110016 hereinafter referred to as "NIEPA,

and

M/s _____, a Firm/ Company/ Agency/
Individual with registered office at

_____,
hereinafter referred to as "Contractor",

and both the parties as mentioned above set forth and agree to abide by the following terms of this agreement.

WHEREAS the Contractor has tendered for design, development & maintenance of web content management system and official websites in NIEPA as per the terms and conditions mentioned in the tender document. Whereas such tender has been accepted and the Contractor has deposited with the Tendering Authority the sum of Rs. _____ (Rupees _____ only) as performance security for the fulfillment of this Agreement.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

1. The Contractor has accepted the contract on the terms and conditions set out in the tender notice/ dated _____, which shall hold good during period of this agreement.

2. Upon breach by the Contractor of any of the conditions of the agreement, the Tendering Authority may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the NIEPA to claim damages for antecedent breaches thereof on the part of the Contractor and also to reasonable compensation for the loss occasioned by the failure of the Contractor to fulfill the agreement as certified in writing by the Tendering Authority which certificate shall be conclusive evidence of the amount of such compensation payable by the Contractor to the NIEPA.

3. Upon the determination of this agreement whether by effluxion of time or otherwise, the said deposit shall after the expiration of two months from the date of such determination be returned to the Contractor but without interest and after

deducting there from any sum due by the Contractor to the Government under the terms and conditions of this agreement.

4. This agreement shall remain in force until the expiry of **60 months** from the date of entering into the contract but the Tendering Authority may cancel the contract at any time upon giving one month's notice in writing without compensating the Contractor.

5. The Tendering Authority may give notices in connection with the contract. In consideration of the payments to be made by the NIEPA to the Contractor as hereinafter mentioned the Contractor hereby covenants with the NIEPA to provide the Services and to remedy defects therein conformity in all respects with the provisions of the Contract.

6. The Tendering Authority hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

7. If subject to circumstances beyond control (Force Majeure) the contract fails to deliver the services in accordance with the conditions mentioned in the tender, the Tendering Authority shall be entitled to render services from else other organization after giving due notice to the Contractor on the amount and at the risk of the Contractor without canceling the contract in respect of the consignment not yet due for delivery, or to cancel the contract.

8. In the event of action to be taken, the Contractor shall be liable for any losses, which the Tendering Authority, may sustain on that account. The recovery by way of penalty shall be made by deducting the amount from the bills be made good by a credit note within the stipulated period for the purpose.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the hands of duly authorized representatives on the day, month and year first before written.

Signed:

For and on behalf of
NIEPA NEW DELHI

Authorised Signatory

For and on behalf of

M/s _____

Authorised Signatory

Witness 1 _____

Witness 2 _____

Witness 1 _____

Witness 2 _____