

**VISVA-BHARATI  
SANTINIKETAN**

**NOTICE INVITING TENDER  
FOR  
“DESIGN, DEVELOPMENT AND MAINTENANCE  
OF VISVA-BHARATI OFFICIAL WEBSITE”**

**Ref: NIT/Website/001/2020-2021**

**dated 07/10/2020**

Visva-Bharati (A central University) is inviting bids from suitable agency/company for “Design, Development and Maintenance” of its official Website. Agencies/companies having expertise in design, development, hosting and maintenance of website and web related software design, development and uploading as per GoI guidelines with cybersecurity features are requested to submit their NIT online through e-Procurement Portal of Ministry of Education (<https://mhrd.euniwizarde.com>) within the last date mentioned below.

**1. Important Dates:**

<b>Item</b>	<b>Date</b>
Publishing of tender	07/10/2020
Bid submission deadline	31/10/2020 by 5 PM
Technical Bid opening	06/11/2020
Technical presentation (PPT) by vendors scoring TS of 70 or more	11/11/2020 at 11 AM
Financial opening of proposal	11/11/2020 at 4 PM
Contact details	In-Charge Computer Centre 92333 14567 ssa@visva-bharati.ac.in

**2. Scope of Work:**

- (i) Creation and design of a dynamic website with international standards — bilingual (Hindi and English) with provision to add Bengali subsequently.
- (ii) The design of the website should cover following features
  - Rich User Interface (Web 2.0) based on framework like Bootstrap
  - Enterprise Content Management System (ECM)
  - Interactive multimedia oriented web page design

- Multiple banner of inner page
  - Should support HTML5, CSS3, Javascript framework like jQuery and other necessary futuristic frameworks
  - Compatible with major browsers like Chrome, Mozilla Firefox, Microsoft Edge, Internet Explorer, Safari, Opera
  - The system should be Operating System independent
  - Should support responsive page design compatible to multiple size screen (computer, tablet, mobiles and any other)
  - Should be able to support video content without Plugins
  - Support to Search Engine Optimisation (SEO)
  - Should support encryption
  - Social Media integration and interactivity
  - Languages - Java/ .NET/ NodeJS/ PHP
  - Industry standard database (RDBMS, MySQL, PostgreSQL)
  - Should support payment gateway, SMS gateway, etc.
  - Admin-user panels, online forms, interactions etc.
  - Automated customized reply systems to emails, SMS, WhatsApp, etc.
  - Interactive features
- (iii) Design of website as per the GIGW guideline and W3C guideline.
- (iv) Compliance for GIGW and other Government guidelines: The vendor has to complete the formalities for compliance of Government guidelines, security audit through Government technical auditor etc. where Visva-Bharati staff would facilitate for the same.
- (v) Hosting of website on AWS and NIC server: The existing website is hosted on a different server which will be replaced with new website.
- (vi) Maintenance of website (for three years) post go-live: The vendor has to deploy sufficient technical, graphics, language experts to maintain and update the website. The website need to be updated in order to accommodate any future changes and requirements at Visva-Bharati, e.g., integration of SAMARTH ERP with website, integration of mobile application with website content etc.
- (vii) Transfer and editing of existing content to new website.
- (viii) Incorporation of new content including inter-alia NAAC-related data in new website
- (ix) Editing of English content wherever required
- (x) The system should be developed based on Open Standard to facilitate backend integration with various applications created by Visva-Bharati from time to time and support for the same.

### **3. Terms and Conditions**

- a) All bidders have to enclose a Proposal Submission Form (Annexure I), Compliance Certificate(Annexure II) and Financial Proposal (Annexure III) with the bid.
- b) The vendor has to share source code of product with Visva-Bharati from time to time.
- c) All material/ product and related codes would be the property of Visva-Bharati and vendor would have no claim over the same in future.
- d) A demand draft of Rs 1000/- towards non-returnable Tender Fee in favour of the 'Accounts Officer, Visva-Bharati' payable at SBI, Santiniketan branch.

- e) A demand draft of Rs 50,000/- towards EMD in favour of the 'Accounts Officer, Visva-Bharati' payable at SBI, Santiniketan branch. This amount will be returned to all unsuccessful bidder/s within 15 days of placing work order to the successful bidder.
- f) The bidder receiving the award has to deposit an amount of Rs. 100000/- as performance security deposit. On submission of performance security deposit, the EMD would be returned to the successful bidder. Failing to deposit performance security will result in forfeiting the EMD.
- g) For EMD and Performance security, agency cannot claim any interest accrued thereon.
- h) All content shared with the successful bidder should be stored and kept confidential and the bidder should not reuse/ replicate/ transfer the same to anyone else. A 'non-disclosure agreement' would become effective with the awarding bid.
- i) The Website needs to be audited by CERT-IN empanelled Security Auditors. If any vulnerability is found during the security audit, bidder has to close the same accordingly and ensure complete security audit is done successfully. Cost for obtaining CERT-IN Certification of the website should be part of the proposal.
- j) The vendor would be selected in accordance with GFR and Para 5 below.
- k) The vendor should provide all necessary admin/ user documentation/ manuals.
- l) The annual maintenance contract as per GoI rules (upon expiry of three-year of mandatory free support) will cover regular updating of contents; software & security feature upgradation. The vendor should also provide support for all future upgrades/ initiatives of Visva-Bharati related to website. For this purpose, the service providing agency should allocate a single point of contact who can provide 24x7 support for the development and implementation of services.
- m) On participation in the bidding, it implies that the bidding agency has no past record of blacklisting by any government institute.
- n) The bidding authority also reserves the right to accept/reject the bid of all the tenders without assigning any reason thereof.
- o) Canvassing in any form would cause rejection of the bid at any stage of the bidding process.
- p) Grievances related to technical score, if any, may be communicated within 24 hours of the list of vendors qualifying for technical presentation being uploaded. The grievance must be directly communicated via email only to the contact given in this bid. No Communication of grievances to officials/persons not listed in this document would be entertained and any such attempt would be considered as canvassing for bid.
- q) The successful bidder has to agree with the General Condition of Contract in Para 7.
- r) All disputes are subject to the jurisdiction of courts of Bolpur, Birbhum.

#### 4. Timelines

Activities	Timeframe (from the award of)
Basic template design and approval	7 days
Final website design and approval	15 days
Bilingual website and its upload	21 days
User Acceptance Testing (UAT) of the system	1 month
Security Audit (STQC)	1 month 7 days
Go-Live of the Website	1.5 months
Maintenance	Ongoing activity

#### 5. Bid Evaluation procedure

- a) The financial bids of only those bidders who qualify in technical bid with a minimum score of 70 out of 100 would be opened. A technical score would be calculated as per the table under para 6. Subsequently the vendor will be selected by following GFR provisions.
- b) In the event of tie, between two or more bidders, the preferred bidder shall be selected on the basis of more technical competence i.e. bidder with more technical score (TS). However, the preferred bidder shall be required to match the lowest price bid among the bidders forming the tie. If the preferred bidder does not agree to match the lowest price bid among the bidders forming the tie, the bidder having 2nd highest technical score (TS) will be considered for award in the similar way with the lowest price bid among the bidders forming the tie.

## 6. Technical Bid Proforma for calculating Technical Score (TS)

Criteria	Description to be filled by the bidder (Evaluation criterion will be as mentioned)	Maximum Points
Turnover		
Annual Turnover	Average annual turnover of Lead Bidder for the period 2017-18, 2018-19, 2019-20 Upto 2 Crore = 5 marks > 2 Crore = 10 marks	10
Development & Hosting Experience		
Number of Dynamic Website designed and developed in last 3 years	1 Website =5 marks 2 Websites = 10 marks 3 or more websites = 15 marks Add 20 marks for university Websites with NAAC data	35
Number of Portal designed and developed in last 3 years	1 Website = 5 marks 2 Websites = 10 marks 3 or more Websites = 15 marks Add 20 marks for university Portals with NAAC data	35
ISO Certificate	ISO 9001-2008 = 5 marks ISO 20000-1 and above = 10 marks	10
CMMI Level	CMMI Level 3 = 5 marks CMMI Level 5 = 10 marks	10

## 7. General Conditions of Contract (GCC)

### 7.1 Definitions

The following words and expressions shall have the meanings hereby assigned to them:

- a. “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

- b. “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- c. “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d. “Day” means calendar day.
- e. “Completion” means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- f. “GCC” means the General Conditions of Contract.
- g. “**Website**” means the content of the Website(s) located at the Domain Names, the Domain Names, and all copyrights in such Website(s), to the extent owned by a Respondent; provided, however, “Website” shall not include the following: (1) content owned by Third Parties and other Product Intellectual Property not owned by a Respondent that are incorporated in such Website(s), such as stock photographs used in the Website(s), except to the extent that a Respondent can convey its rights, if any, therein; or (2) content unrelated to any of the Divestiture Products..
- h. “Related Services” means the services incidental to the supply of the goods, such as transportation, insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- i. “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- j. Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
- k. “Service Provider” means a person/agency/group that has been assigned by the tendering authority for the job described in the NIT.
- l. “Purchaser” means Visva-Bharati, Santiniketan.

## 7.2 **Joint Venture, Consortium or Association**

If the Supplier is a joint venture, consortium or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition for the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

### **7.3 Standards**

The services rendered under this Contract shall conform to the standards mentioned in the Schedule of Requirements and Technical Specifications and when no applicable standard is mentioned, it conforms to the authoritative standard appropriate to the GoI norms and such standards shall be the latest issued by the concerned institution.

### **7.4 Use of Contract Documents and information**

The agency under contract shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated above except for purposes of performing the Contract.

Any document, other than the Contract itself, enumerated above, shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

### **7.5 Performance Security**

Within 21 days of receipt of the notification of award/work Order, the awarded agency shall furnish performance security in the amount specified under 'terms and conditions', which will remain valid till 60 days after the free maintenance period specified above. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Suppliers' failure to complete its obligations under the Contract.

The Performance security shall be in one of the following forms:

- a. A Bank Guarantee or stand-by Letter of Credit issued by a Nationalized/ Scheduled bank located in India or a bank located abroad having its branch in India or
- b. A Banker's cheque or Account Payee demand draft in favour of the Purchaser.
- c. A Fixed Deposit Receipt pledged in favour of the Purchaser.

### **7.6 Terms of Payment**

The method and conditions of payment to be made to the service provider shall be as specified in the Purchase Order/Contract.

The service provider's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the service tendered and performed, and documents submitted pursuant upon fulfilment of other obligations stipulated in the contract.

## **7.7 Contract Amendments**

Visva-Bharati may at any time by written order given to the service provider pursuant to Clause on Notices of the GCC make changes within the general scope of the Contract in any one or more of the following:

Designs or specifications, where services to be performed under the Contract are to be specifically designed for Visva-Bharati,

If any such change causes an increase or decrease in the cost of or the time required for, the service provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or service completion schedule, or both, and the Contract shall accordingly be amended. Any claim by the service provider for adjustment under this clause must be asserted within fifteen (15) days from the date of the Supplier's receipt of the Purchaser's change order.

## **7.8 Subcontracts**

The service provider shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or duties or obligation under the Contract.

## **7.9 Extension of time**

If at any time during performance of the Contract, the service provider or its subcontractor(s) should encounter conditions impeding timely delivery of the service and performance of Services, the service provider shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the service provider's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the service provider's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.

Except as provided under the Force Majeure clause of the GCC, a delay by the service provider in the performance of its delivery obligations shall render the service provider liable to the imposition of penalty pursuant to Penalty Clause of the GCC unless an extension of time is agreed upon pursuant to above clause without the application of penalty clauses.

## **8 Penalty clause**



Subject to GCC clause on Force Majeure if the service provider fails to deliver any or all of the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage not less than 5% of the assigned services or contract value for each week or part thereof of delay until actual completion or performance up to a maximum deduction of 20%. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC clause on Termination for Default. The GCC shall also indicate the basis for ascertaining the value on which the penalty shall be applicable.

## **8.1 Termination for Default**

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the service provider, terminate the Contract in whole or part -

- a. If the service provider fails to deliver any or all the services within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause on Extension of Time, or
- b. If the service provider fails to perform any other obligations(s) under the Contract.
- c. If the service provider, in the judgment of the Purchaser, has engaged in corrupt or fraudulent or collusive or coercive practices or Corruption in competing for or in executing the Contract.

In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:

- (i) The Performance Security is to be forfeited
- (ii) The payment terms may be reviewed to effect to the performance.
- (iii) However, the supplier shall continue to perform the contract to the extent not terminated.

## **8.2 Force majeure**

Notwithstanding the provisions of GCC Clauses relating to extension of time, penalty and Termination for Default the service provider shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force majeure.

For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the service provider that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the service provider. Such events may include but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the service provider shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical,

and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **8.3 Termination for Insolvency**

The Purchaser may at any time terminate the Contract by giving written notice to the service provider, if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the service provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

### **8.4 Settlement of Disputes**

The Purchaser and the service provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the service provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

The venue of the arbitration shall be the place from where the purchase order or contract is issued.

**Notwithstanding any reference to arbitration herein,**

- a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- b. The Purchaser shall pay the service provider any sum due to the Supplier.

### **8.5 Applicable Law**

This Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction.

### **8.6 Saving Clause**

In respect of any matter for which no provisions have been made in this contract the provisions contained in the general instructions of the Government of India on the subject shall apply.

Authorized Signatory

Name

Designation

**PROPOSAL SUBMISSION FORM**  
**(Official Letterhead of the bidding agency)**  
**Ref: NIT/Website/001/2020-2021 dated 24/09/2020**

To  
The Registrar  
Visva-Bharati

Subject: Submission of proposal in response to the NIT referred above

Dear Sir,

1. Having examined the bid document, the undersigned, herewith submit our proposal for the 'Design, development and maintenance of the official website for Visva-Bharati' in full conformity with the said bid document.
2. We confirm that we have read the provisions of the bid document and inform you that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
3. We agree to abide by this proposal, consisting of this letter, the detailed response to the bid and all attachments, for a period of 30 (thirty) days from the date of opening of financial proposals.
4. We would like to declare that we are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
5. We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this bid.
6. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.
7. We understand you are not bound to shortlist / accept any or all proposal you receive. We also understand that you are not bound to accept the L1 bidder.

Authorized Signatory

Name

Designation

Place

Date

SEAL

**COMPLIANCE CERTIFICATE**  
**(NIT/Website/001/2020-2021 dated 24/09/2020)**  
**Fill up all information**

Technical Specifications as per NIT		
Sl no.	PARTICULARS	Complied/ not complied
1	A proposal submission form as per <b><u>Annexure I</u></b>	
2	A brief profile of the firm and partners / Proprietor (if any). The profile should include year of establishment, details of head and/or branch office, nature of work done etc.	
3	A CA certificate certifying the turnover of the applicant bidder for the last 3 financial years. The turnover should be in the name of applicant organisation only and not that of group/ sister organisations	
4	GST Registration (Self certified copy)	
5	Permanent Account Number (self-certified copy)	
6	Self-attested photocopies of latest Income Tax Returns for the last 3 years.	
7	Copy of work order(s) for web sites and and portals designed and developed by the company and client testimonials thereof	
8	Copy of ISO & CMMI Certificate(s), if any.	
9	Financial Proposal submitted along with EMD and Tender Fee	

I/We hereby certify that the information given above is true and nothing has been corrected therein. It is further certified that neither the organization nor any of the officials of the organization have resorted to unethical practices and no investigation/vigilance agencies/courts. I declare that the above information is supplied as per the requirement of NIT and any deviation to this statement will lead to disqualification of my bid.

Authorized Signatory

Name

Designation

Date:

Place:

SEAL

**Financial Proposal**  
(On Firm's Letter Head)  
**NIT/Website/001/2020-2021 dated 24/09/2020**

To  
The Registrar  
Visva-Bharati  
Santiniketan-731235

Sub: Price bid to provide services as mentioned in the referred tender above

Services	Per Unit	Quantity	Total
Designing of the Website in English and Hindi language		1	
Additional cost of Designingthe Website in Bengali		1	
Maintenance of website	Per annum		
<b>TOTAL (INR)</b>			

Please Note:

- (i) The above quoted rate shall be inclusive of all related taxes.
- (ii) The firm shall raise its Invoice after satisfactory completion of said task.
- (iii) In case of any discrepancy in quoted rate between figures and the amount mentioned in words,the amount mentioned in words shall be taken into cognizance.

Authorized Signatory

Name

Designation:

Date:  
Place:

SEAL