

TENDER DOCUMENT

for

DEVELOPMENT / REDESIGNING

of

WEBSITE



BANARAS HINDU UNIVERSITY

Varanasi

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Dated: _____

To

M/s. _____

_____.

Subject: Notice Inviting Tender (NIT) for Development/ Re-designing of a Web Content Management System (WCMS) based Website of Banaras Hindu University, Varanasi

Madam / Sir,

The **Banaras Hindu University** (BHU) invites Tender from professionally competent and experienced firms/organizations/consortium for “**Development/ Re-designing a WCMS based Website**”. The tender documents can be downloaded from the website of the Banaras Hindu University at <http://www.bhu.ac.in> and submitted along with Bank Draft of Rs.1,000/- as cost of tender document, drawn in favour of the Registrar, Banaras Hindu University payable at Varanasi. The tender is to be submitted on or before November 09, 2012 by 1700 Hrs., to the following address:

**The Registrar
Central Office,
Banaras Hindu University,
Varanasi – 221 005.
Tele:0542 - 2368938, 6701645
Fax: 0542 – 2369100
E-mail: bhuwebmanagement@gmail.com**

REGISTRAR

SECTION – 1

GENERAL INSTRUCTIONS

BANARAS HINDU UNIVERSITY

VARANASI-221 005

SECTION – 1

INTRODUCTION

Banaras Hindu University (BHU) ranks among the first few top Universities in the country in the field of academic and research output. This University has **3** campuses, **4** institutes, **21** faculties, **140** departments, **4** advanced centers and **4** interdisciplinary schools. The University is making its mark at the national and international levels in a number of frontier areas of Science, Social Science, Technology, Medicine and Agriculture etc. BHU today has nearly **32,000** students including **2500** research scholars and **650** foreign students from **34** nations, under one roof who are pursuing different academic programs at this campus as well as the newly established Rajiv Gandhi South Campus. These students are some of the brightest young minds in the country and abroad, who have joined this University after clearing a rigorous All India Entrance Tests. There are more than **65** hostels with an accommodation capacity of 9128 students in the campus and many are under construction. The University provides accommodation to its faculty as well as staff. The numbers of residential quarters are **538** and **678** respectively for teaching and non-teaching staff. In addition, the University has **4** guest houses and a transit house to provide accommodation to the guests.

BHU intends to develop a website which is multi-lingual, easy to use, easy to search, easy to navigate and visually appealing. The website must have an easy to use web content management system (WCMS) and must support dynamic content from a database. Website must be compatible and interoperable with different browsers such as IE8+, Firefox 3.6+, Chrome10+, Opera11+, Safari, etc.

The present website at <http://www.bhu.ac.in> is now outdated, and does not permit the dynamic changes required to update the system. It has been decided to replace this site with a website based on Web Content Management System (WCMS) containing a modular structure and work-flows. Open Source WCMS are preferred.

General Instructions to Bidders

1. The time for completion of the work shall be 60 days from the date of issue of the Letter of award.
2. The successful bidder shall be required to present several designs of output templates out of which some templates will be selected by a Committee with/without suggestions for changes which the bidder will have to incorporate.
3. The interested persons can go through the existing BHU Website (<http://www.bhu.ac.in>) and estimate the variety and quantum of information that needs to be available on the website. They can also make suggestions for presentation of more information on the website which is not yet on the website at the time of making presentations, which will form part of the technical bid.
4. The bidder must have (i) at least five years' experience of creating and managing quality websites, preferably WCMS based websites of large Institutions/companies having more than 3000 employees. Documentary evidence by way of completion certificate should be produced in support of experience and performance clearly mentioning use WCMS Tools.
5. The company/firm must have annual turnover of not less than 50 lakhs rupees in each of the past three financial years (2009-10, 2010-11, 2011-12) from website creation/ maintenance work only and should produce balance sheets of

the relevant periods certified by a Chartered Accountant. If necessary the bidder may produce certificates from a Chartered Accountant clearly mentioning annual turnover from the website creation/ maintenance work alone for each of past 3 financial years.

6. The bidder should be registered for Service Tax (Copy to be enclosed).
7. **Parties:** The parties to the Contract are the contractor (the bidder to whom the work has been awarded) and the Banaras Hindu University, Varanasi through the Registrar, BHU.
8. **Addresses:** For all purposes of the contract including arbitration thereunder, the address of the contractor mentioned in the tender shall be final unless the contractor notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Banaras Hindu University, Varanasi. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
9. **Signing of Tender:** Individual signing the tender or other documents connected with contract must specify whether he signs as:-
 - (a) A “sole proprietor” of the concern or constituted attorney of such sole proprietor.
 - (b) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
 - (c) Director or principal officer duly authorized by the Board or Directors of the Company, if it is a Company.

N.B.

- (i) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn of affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
 - (ii) In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties the tender and all other related documents must be signed by all partners of the firm.
 - (iii) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bid such other person and if, on enquiry it appears that the persons so signing had no authority to do so, the Banaras Hindu University, Varanasi may, without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
 - (iv) The bidder should sign and affix his/his firm’s stamp at each page of the tender and all its Annexures as the token of having read and understood the documents. The successful bidder, having been communicated about acceptance of his offer and award of the tender, shall have to enter into an agreement with the Banaras Hindu University, Varanasi in non-judicial Stamp Paper of Rs.100/-. NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS TENDER DOCUMENT.
10. **Sub-letting of Work:** The contractor shall not assign, transfer or sublet or attempt to assign, transfer or sublet, whether wholly or in part, any portion of the work to any other entity.
 11. **The tender is not transferable.**

12. Cost of Bid

The prospective bidders may download the bid documents from the BHU website at <http://www.bhu.ac.in> and submit the completed bid alongwith cost of the bid documents of Rs.1000/-(non-refundable) and earnest money of Rs. 50 thousand, (refundable) both in the form of Bank Drafts drawn on a Nationalised Bank. Both bank drafts should be made payable to the Registrar, Banaras Hindu University, Varanasi and payable at Varanasi.

SECTION – 2

SCOPE OF WORK

SECTION - 2

SCOPE OF WORK

(a) Pre Bid Activities:

The prospective vendors are advised to go through the existing BHU website in order to have an idea about the magnitude and diversity of information that will have to be collected and hosted on the website. The existing content and feature of the BHU website will be migrated to the new redesigned website that will be hosted on a University server on an appropriate Linux platform. The vendors need to verify the availability of infrastructure at Computer Centre. They need to suggest hardware/software requirements based on their visit at computer centre before submitting the tender. The vendor is also advised to propose the functionalities that he would be able to provide in the website, apart from those which are specifically mentioned below. Any proposed functionality which the University finds useful will help them score in the technical bid.

(b) Requirement Study:

The vendor will be expected to do a requirement study for the website, which when agreed upon by the University, will form part of the Agreement to be signed with BHU. The desired navigation structure, general functionalities and reference points for the design will be discussed with the successful Bidder prior to start of work. In this context, the University will also be open to design & development suggestions from the successful Bidder

(c) Information Collection:

The vendor will have to depute persons for collection of information and pictures from the different departments and Units of the University initially, apart from those that are available on the existing website. Once the website is commissioned, update of the information will be the responsibility of the departments/units. However, the vendor will be supposed to inform the Web Management Cell about the updates that are required to be made during the maintenance period.

(d) Image Enhancement Activities:

Several images including those of documents will be required to be scanned and placed on the website. Vendor should ensure that quality of scanned images are enhanced upto the optimum level and required image enhancement activities like Deskew, Despeckle, contrast ratio setting etc. has been done on the scanned documents. In case the documents are not legible it'll be the bidder's responsibility to scan the scanned documents on high resolution i.e. 600 dpi or higher. In case if scanned documents are not legible then document scanning shall be done in Gray Scale. No extra payment shall be made for the same.

(e) Compatibility

The site design must be cross-browser and cross-OS compatible up to the most recent browser / OS versions. Support for three platforms: Desktop/Tablet or Notebook and Mobile form factors will be required.

(f) Functionalities Required:

The website will be based on a Web Content Management System. Facility to update content by multiple users from anywhere through browser based administrative module using WYSIWIG editing tools allowing non-technical users to create and edit content.

- i. Separation of Design and Content – content to be stored in the database and designed to be controlled by the use of cascading style sheet (CSS). Separate CSS for use with Internet Browsers and Mobile Browsers.
- ii. The WCMS shall have the ability to expand a single implementation (one installation on one server) across multiple domains, depending on the server's settings.

- iii. The WCMS software shall be able to include plug-ins or modules that can be easily installed to extend the site's functionality.
- iv. WCMS system should support user Groups, allowing the administrator to control how registered users interact with the site. A page on the site can be restricted to one or more groups.
- v. The WCMS site shall be able to create microsites/web portals within a main site as well.
- vi. WCMS software shall act as a Collaboration platform allowing content to be retrieved and worked on by one or many authorized users. Changes can be tracked and authorized for publication or ignored reverting to old versions. It shall allow multiple users to modify (or comment) a page at the same time in a collaboration session.
- vii. Automated templates shall be provided which are customizable.
- viii. WCMS should allow administrator to set up rules for workflow management, guiding content managers through a series of steps required for each of their tasks.
- ix. Admin section must be protected by username and password and using salted MD5 encryption. At database level password should be stored in encrypted format. After consecutive wrong attempts the password should be sent to administrator through email.
- x. 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 BHU. In case of unsuccessful transactions the Payment gateway should be able to refund the amount to the calling account.
- xi. The Bidder will provide an operational guarantee on the WCMS designed and also provide support for at least 5 years after the launch of our website so that modification can be made by vendor, if University finds that WCMS is not fulfilling our needs or if further improvements are required. All troubleshooting required would be the responsibility of the Bidder.
- xii. Email Features: Domain user@bhu.ac.in to be installed at Computer Centre, BHU. Unlimited POP3 Email Accounts with SMTP, Web Mail Access, Fail safe email service, facility to receive email to phone via IMAP Support, preventing spam with Spam Assassin, unlimited Auto responders, Mail Forwards, Email Aliases, Mailing Lists etc.
- xiii. Each link created by admin should specify the title of page and admin should have provision for entering date by which the link may expire. The default shall never expire.
- xiv. **Dynamic News/Events/Notification Management System:** Facility to manage Departmental News/Events/Notification through an administrative control panel. Administrator can upload pictures to their events. Also can add Caption to the pictures, facility to search news via a strong search engine, Facility to manage news/event write-up/contents by multiple users from anywhere through browser based administrative module using a WYSIWIG editor
- xv. **Dynamic Photo gallery/Video Management System:** Facility to manage photo gallery via an administrative control panel, facility to create photo gallery category dynamically. i.e. add/edit/delete photo gallery categories, facility to upload new pictures to these categories along with caption, facility to manage pictures and caption.
- xvi. Approval process – Ability to create a new page with formatted content, send it for approval and publish it on the site after approval.
- xvii. User Management – Ability to create users, centres, students, Faculty/Department and define permissions for approval within a section.
- xviii. Database Management – Ability to create new database and user interface to display dynamic content from the database.
- xix. Menu Management – Ability to add, move, delete, modify menus on the site.
- xx. Multi-lingual content – Ability to create content in multiple languages. It is expected that the basic site will be in English and Hindi. If content is not translated, the link should show English content by default. Ability to add more languages in future.

- xxi. **Programming & Database Features**
 - i. Unlimited MySQL Database with php My Admin Access
 - ii. Programming Language CGI, Fast CGI, PHP , Ruby on Rails, Perl, Python SSI
 - iii. Programming Modules: Curl, CPAN, G D Library ImageMagick
 - iv. System Management: SSH Access and Cron job Scheduling
- xxii. **Control Panel Features**
 - i. Latest cPanel Control Panel
 - ii. Website statistics AWStats, Webalizer Raw Log Manager Referrer and Error Logs
 - iii. Portals Forums Counters Form mail
 - iv. Password Protected Directories and Custom Error Pages
 - v. Web Based File Manager Hotlink Protection,
 - vi. IP Deny Manager, Redirect URL

(g) Security:

The website should allow secured socket layer. The website shall be security audited according to OWASP (Open Web application Security Project) application security verification standard.

(h) Maintenance of the Website and De-bugging.

Vendor has to do the maintenance of the Website for a period of one year from the date of Commissioning of the website, which will include de-bugging of the website on their own as well as when reported. This maintenance will be considered part of the implementation process. On successful completion of the one year period, the Vendor may be awarded the Annual Maintenance Contract for the website on payment basis, for which, the Vendor is expected to quote the rates separately in the Financial Bid.

(i) Scalability:

The website shall be capable of incorporating the ERP (shortly to be implemented in BHU) generated data from the ERP server through scaling / expansion.

(j) Access to Visually Impaired:

The contents of the website should be readable using any Screen access Reader Software to the Visually Impaired users.

(k) Training:

Extensive training should be undertaken for users at BHU to handle web content related to their Department/Faculty etc. Additionally a separate training should be done for web administrators.

(l) Documentation:

Complete documentation on the WCMS web site- User Manual and Technical Manual has to be provided.

SECTION – 3

INVITATION FOR BIDS

SECTION – 3

INVITATION FOR BIDS

Invitation for bids through the Tender Notice is for selection of the firm (also called the 'bidder') capable of creating website of BHU as specified in the scope of work and in accordance with the terms and conditions. Sealed bids prepared in accordance with the procedures enumerated in this Tender Notice should be submitted to the following address on & before 17:00 hours IST on **November 09, 2012**.

Registrar
Banaras Hindu University,
Varanasi – 221 005.
Tele: 0542 – 2368938, 6701645
Fax: 0542 – 2369100
E-mail: bhuwebmanagement@gmail.com

(a) Due Diligence

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

(b) Bid preparation and submission costs

The bidder shall bear all costs associated with the preparation and submission of the bid and BHU will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

(c) Language of Proposals

The bids and all correspondence and documents shall be written in English.

(d) Clarification of Bidding Documents

The Bidder requiring any clarification of the bidding documents may notify the University by e-mail. The following personnel may be contacted for the purpose.

Dy. Registrar & Secretary to Vice-Chancellor
Banaras Hindu University,
Varanasi – 221 005.
E-mail: : bhuwebmanagement@gmail.com

The University will respond to any request for clarification of the bidding documents, which it receives no later than November 07, 2012.

(e) Experience & Client Profile

As per Annexure D in Section 4.

(f) Conceptualization of the project

The project proponent shall indicate the details regarding the creation of WCMS based website being carried out.

(g) Amendment of Bidding Documents

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

the rights to extend the deadline for the submission of bids and the same shall be notified on the BHU website.

(h) Earnest Money Deposit

The Bidders shall furnish, Earnest Money Deposit (EMD) Rs. 50,000/- as Bid Security in the form of Demand Draft / Bankers' Cheque, from a scheduled commercial bank, drawn in favour of the **Registrar, Banaras Hindu University, Varanasi** payable at Varanasi. The EMD of unsuccessful bidders shall be returned without any interest only after finalization of the tender and after the successful bidder signs the contract with BHU. EMD of the successful bidder shall be returned to the agency without interest after the agency signs the contract and submits a Performance Bank Guarantee (PBG) equal to 50% of the contract value with BHU.

(i) Forfeiture of EMD

The EMD will be forfeited if the agency

- Withdraws the bid during the period of bid validity.
- Does not accept the correction of errors.
- If the successful Bidder fails to sign the Contract within the time stipulated by BHU.
- Adopts unfair practices to influence the outcome of the bid process.

(j) Validity Period

The bids shall remain valid for 180 days after the date of bid opening prescribed by BHU. On completion of the validity period, unless the bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws his proposal. BHU holds the rights to reject a bid valid for a period shorter than 180 days as nonresponsive.

(k) Disqualification

BHU reserves the right to reject bids in the following cases:

- The Bids which are received after due date and time.
- Bids not accompanied by all requisite documents along with the Earnest Money Deposit (EMD) by Demand Draft / Bankers' Cheque.
- If the hard copy of financial bid is not signed by the authorized signatory of the agency on each page.
- Bids not substantially responsive and not submitted in accordance with the required formats.
- If the agency increases the quoted prices during the validity of the bid or its extended period, if any.
- If the bidder submits the bid specifying his own terms and conditions.
- Information submitted in technical bid is found to be misrepresented, incorrect or false.
- No column/space meant for being filled up shall be left blank by the bidder, in which case the tender will be liable to be rejected.
- Financial bid is placed in the same envelope as technical bid.
- Bidder fails to deposit the Performance Bank Guarantee (PBG) or fails to enter into a contract within 15 working days of the date of notice of award of contract or within such extended period, as may be specified by BHU.
- Bidders may specifically note that while evaluating the bids, if it comes to BHU's knowledge, expressly or implied, that some bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of bids, then the bidders so involved are liable to be disqualified for this contract as well as for a further period of two years from participation in any of the bids floated by BHU.

(l) Corrections in the Bid

- Corrections, if any, in the bid documents submitted by the agency should be attested properly by the authorized signatory failing which the bid is liable to be rejected.
- Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted rate will be entertained after the financial bids are opened. All corrections, if any, should be initialled by the authorized signatory before submission, failing which the financial bids may not be considered.

(m) Deadline for Submission for Bids

Last date for submission

The Bids (both Technical and Financial) must be received by BHU at the address specified not later than 1700 Hrs. on November 09, 2012. In the event of the specified date for the submission of Bids being declared a University holiday, the Bids will be received up to the appointed time on the next working day.

Extension of last date for Submission

BHU may, at it' own discretion, may extend the deadline for submission of bids and notify the same through the BHU website, in which case all rights and obligations of BHU and Bidders subject to the previous deadline will thereafter be subject to the deadline as extended.

(n) Late Bids

Any bid received by BHU after the deadline / extended deadline for submission of bids prescribed by BHU will be summarily rejected and returned unopened to the Bidder. BHU shall not be responsible for any postal delay or non-receipt / non-delivery / incomplete bids. No further correspondence on this will be entertained.

(o) Prices

The rates quoted by the bidder in the financial bid are final and no adjustment of the contract price shall be made on account of any variations in costs of manpower and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract. The Contract price (arrived from financial bid or through negotiation, if any) shall be the only payment, payable by BHU to the successful bidder for completion of the contractual obligations by the successful bidder under the Contract, subject to the terms of payment specified in the contract. The price would be inclusive of all taxes, duties, charges and levies as applicable. The bidder may indicate separately such charges in the bid. The prices, once offered, must remain fixed and must not be subject to escalation, for any reason whatsoever, within the period of contract period. A proposal submitted with an adjustable price quotation or conditional proposal will be rejected as non-responsive.

(p) Modification and withdrawal of Bids

The Bidder is not permitted to modify, substitute, or withdraw the bid proposal after submission.

(q) Acknowledgement of understanding of terms

By submitting a bid, each agency shall be deemed to have acknowledged that it has carefully read all sections of this Tender Notice, including all forms and has fully informed itself as to all existing conditions and limitations.

(r) Bid Submission

Submission of bids shall be in accordance with the instructions given in the Table below:

Envelope 1:

EMD

The envelope containing the EMD shall be sealed and superscripted "**EMD – Developing / Redesigning of Website of BHU**"

Envelope 2:**Technical Bid**

The Technical Bid shall be in a sealed envelope duly filled as per the forms prescribed in **Section 4** of this Tender Notice.

The sealed envelope should be superscribed

“Technical Bid – Developing / Redesigning of Website of BHU”.

This envelope **should not** contain the financial bid, in either explicit or implicit form, in which case the bid will be rejected.

Envelope 3:**Financial Bid**

The Financial Bid shall be submitted in a **separate** sealed envelope as per the forms prescribed in **Section 6** of this Tender. The sealed envelope should be superscribed **“Financial Bid - Developing / Redesigning of Website of BHU”.**

(Not to be opened with the Technical Bid)

Note: Unsigned Hard Copy of the Financial Bid will lead to rejection of the bid.

Envelope 4 All the above 3 envelopes should be put in envelope 4 which shall be properly sealed and superscribed **“Developing / Redesigning of Website of BHU”.**

Note: The outer and inner envelopes mentioned above shall indicate the name, address, and contact name along with phone no. of the agency.

The bids shall be submitted to:

Registrar

Banaras Hindu University,

Varanasi – 221 005.

Tele: 0542 – 2368938, 6701645

Fax: 0542 – 2369100

E-mail: bhuwebmanagement@gmail.com

(s) Pre-Bid clarification

The prospective bidder requiring any clarification on the bid document may notify the University by e-mail on the address bhuwebmanagement@gmail.com. Query from any prospective bidder will be entertained by the University if it is received at least one week the closing date of the tender. The University will post the answers/ explanations on its website without mentioning the source of the query, where it can be viewed by all the prospective bidders.

SECTION - 4

TECHNICAL BID

SECTION – 4

TECHNICAL BID

Proforma for Submission of Technical Bids

(In accordance to the annexure mentioned)

- 1) Bid Letter (**Annexure A**)
- 2) Name of the Company (**Annexure B**)
- 3) Address of the Company (**Annexure B**)
- 4) Date of Inception of the Company (**Annexure B**)
- 5) Agency's Project Methodology pertaining to this Developing / Redesigning of Website of BHU (**Annexure C**).
- 6) Technologies to be used for WCMS, programming, database, control panel etc. (**Annexure C**)
- 7) Agency's expertise in developing multilingual WCMS based website (**Annexure D**)
- 8) Number of similar work successfully undertaken in the past along with their cost (**Annexure D**)
- 9) Details of previous experience (**Annexure E**)
- 10) Details of Annual Turnover (**Annexure F**)
- 11) Details of Hardware, Software and technical personnel in the Company with the experience (**Annexure G**)
- 12) Affidavit from the bidder to the effect that the firm has not been blacklisted by any Government body/ Semi-government body/ PSU/Central or State Autonomous body during the past 5 years (**Annexure H**)
- 13) Earnest Money Rs. 50,000/- as Bid Security in the form of Demand Draft/ Bankers' Cheque, from Scheduled commercial bank, drawn in favour of the **Registrar, Banaras Hindu University, Varanasi** payable at Varanasi (**Annexure I**)
- 14) The bidder will be required to make a presentation before a Committee appointed by the University. The presentation shall contain details of the conception of the bidder about the work, the project methodology, the technologies proposed to be used in the work, some websites designed by the bidder containing features similar to that required by BHU and some design templates which the bidder proposes to use at BHU.
- 15) All the pages in the technical and financial bid must bear the signature of the bidder.
- 16) A letter of authorization is necessary if any other than the bidder or an employee of the bidder attends.

TECHNICAL BID

Bid Letter

To,

The Registrar
Banaras Hindu University,
Varanasi – 221 005.
Tele:
Fax:
E-mail:

Ref. Tender No WMC/2012-13/1 Dated : 18.10.2012

Bidders Reference No. Dated :

Sub.: Proposal for providing services relating to Developing / Redesigning of Website of BHU.

Sir,

Having examined the conditions of contract as in the eligibility and general instructions, scope of work and special terms and conditions, I/we, the undersigned, offer to undertake Developing / Redesigning of Website of Banaras Hindu University at, Varanasi in conformity with conditions of contract and specifications for sum as may be ascertained in accordance with the Qualifying and financial bids attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence services within 2 weeks and to complete delivery of all the services as specified in the work order within stipulated time in work order.

If our Bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for a sum equal to 50% of the quoted value for the due performance of contract and in accordance with the agreement.

We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Work Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement. We also declare that the printed terms and conditions, if any at the back of our tender quotation or any other paper enclosed are not applicable. We understand that you are not bound to accept the lowest or any bid, you may receive.

We enclose herewith the complete Technical Bid as required by you. This includes:

- Bid Particulars (**Annexure B**)
- Agency's Project Methodology pertaining to Developing / Redesigning of Website of BHU (**Annexure C**)
- Technologies to be used for WCMS, programming, database, control panel etc. (**Annexure C**)

- Performa for the Agency's experience (**Annexure D**), attached photocopies of letters of Awards to establish validity.
- Number of Technical Persons (**Annexure E**)
- Details of Earnest Money Deposit furnished in the form of Demand
- Draft (**Annexure F**).

Certified that we are:

A sole proprietor firm and the person signing the tender is the sole proprietor / constituted attorney of the sole proprietor,

OR

A partnership firm and the person signing the tender is the signing authority and he/she has the authority to refer to arbitration disputes concerning the business of the partnership by the virtue of the partnership agreement/by virtue of general power of attorney.

OR

A company and the person signing the tender is the constituted attorney.

OR

The person signing the tender is the constituted attorney or authorized signatory of the primary party in case of consortium bidding.

We do undertake that, until a formal contract is prepared and executed, this bid, together with your acceptance thereof, the tender document and placement of letter of intent awarding the contract, shall constitute a binding contract between us.

Dated this..... day of 2009 day of

Signature :
[NAME IN BLOCK LETTERS of the SIGNATORY]

In capacity of Duly authorized to sign the bid for and on behalf of.....

Witness.....

Address.....

Signature.....

Date:

Signature of the Bidder

OR

Officer authorized to sign the Bid Documents on the behalf of the bidder

Note:

In case of authorized signatory the authorization letter on letter head of the firm must accompany. Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the tender document.

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Subject: Authorization for attending **bid opening** on _____
(date)
in the tender of _____.

Following is hereby authorized to attend the bid opening for the tender

mentioned above on behalf of _____

(Bidder)
Order of Preference

Name Specimen Signatures

Alternate

Representative

Signatures of bidder

OR

Officer authorized to sign the bid documents on behalf of the bidder.

Note:

- 1 Maximum of one representative will be permitted to attend bid opening and representative at Sl. No. 1 will be allowed. Alternate representative will be permitted when regular representative at Sl. No. 1 is not able to attend.
- 2 Permission for entry to the hall where bids are opened, may be refused in case authorization as prescribed above is not received.

TECHNICAL BID

Bid Particulars

Tender No.....

- 1) Name of the Bidder:
- 2) Address of the Bidder:
 - Telephone No.
 - Fax
 - E- mail
- 3) Date of Inception:
- 4) The bidder should be registered for Service Tax (Attested copy of the Registration Certificate to be enclosed)
- 5) Name and Address of the officer to whom all references shall be made regarding this tender:
 - Phone
 - Fax
 - E-mail
 - Signature.....
 - Name.....
 - Designation.....
 - Date.....
 - Company Seal.....
- 6) PAN No.
- 7) TAN No.

TECHNICAL BID**Project Methodology**

Describe how the agency conceptualizes the project and proposes to implement it includes the equipments, technology, methodology, flow of work, activity, time schedule and management.

(Please attach additional sheets, if required)

Technology to be Used:

Provide a comprehensive list of technologies to be used by the Agency for each component of the project like WCMS, programming, database, control panel etc.

(Please attach additional sheets, if required)

TECHNICAL BID**Agency's Experience**

- a) Clients Details where development of WCMS based Websites have been undertaken during last three years Name & Address of Client :
- b) Type of Client :
- c) Place(s) of Service :
- d) Whether the Websites developed were multilingual :
- e) Duration :
- f) Total Number of manpower Deployed :
- g) Quantity of work (in no. of webpages) :
- h) Cost of the project :
- i) Approximate value of Service (in Indian Rupees) :
- j) Details of Hardware/ Software/Technology used :
- k) Any special features of the project which the Agency may like to specify :
- l) Name, title and Contact details of the contact at Client location :
- m) Agency Signature, Name, Designation & Company Seal :

Note:

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

TECHNICAL BID**Previous experience**

The bidder must have (i) at least five years' experience of development of WCMS based websites; and (ii) must have created and populated websites containing at least 500 pages. Documentary evidence by way of completion certificate should be produced in support of experience and performance clearly mentioning use of WCMS.

TECHNICAL BID**Annual Turnover**

The company/firm must have annual turnover of not less than 50 lakh rupees in each of the past three financial years (2009-10, 2010-11, 2011-12) from development of website alone and should produce balance sheets of the relevant periods certified by a Chartered Accountant mentioning the same. If necessary the bidder may produce separate certificates from a Chartered Accountant clearly mentioning annual turnover from the development / maintenance of website alone for each of past 3 financial years.

TECHNICAL BID**DETAILS OF THE HARDWARE, SOFTWARE AND MANPOWER**

1. Name of Company and Address :
2. Details of Hardware Equipments (Computers / Servers specification and make) :
3. Details of Software :
4. Details of Manpower :

Signature of the Agency

Date

Place

Company Seal

Note: Separate sheets may be attached as required. Please enclose one page CV of all Technical Manpower of the Company.

AFFIDAVIT

To
The Registrar
Banaras Hindu University
Varanasi-221005

Sir,

I have carefully gone through the terms & Conditions contained in the Bid Document for WCMS For Banaras Hindu University. I hereby declare that my company is not under declaration of Ineligibility for corrupt or fraudulent practices and has not been debarred/black listed by Government/Semi Government organization in India. I further certify that I am competent officer in my company to make this declaration.

Yours faithfully,

(Signature of Bidder)

Printed Name:_____

Designation:_____

Date:_____

Business Address: _____

Seal:_____

(This certificate has to attested by a Registered Notary, Govt. of India, to be submitted on a Non Judicial stamp Paper of Rs.10/-)

TECHNICAL BID

Earnest Money Deposit Details

(Please give the details of the earnest Money Deposit of Rs. 50,000/-.

Amount :

Demand Draft No. :

Drawee Bank / Branch :

Date :

Signature of the Agency

Date

Place

Company Seal

SECTION – 5

FINANCIAL BID

SECTION – 5

FINANCIAL BID

Bid Letter (Financial Bid)

To

The Registrar

Central Office,
Banaras Hindu University,
Varanasi – 221 005.

Tele:

Fax:

E-mail:

Sir,

We declare:

1) That we are sole owner/authorized agents/ of.....

.....

2) That we are equipped with adequate infrastructure for Development/ Redesigning of Website of BHU such as hardware/software and other facilities required for Development/ Redesigning of Website and the same will be open for inspection by the representatives of BHU.

3) We hereby offer to provide Services at the prices and rates mentioned in the financial bid in Financial Bid Format of this Tender. We do hereby undertake, that, in the event of acceptance of our bid, the Services shall be provided as stipulated in the work order and the tender terms and conditions to the Bid and that we shall perform all the incidental services. The prices quoted are inclusive of all charges inclusive of hardware / software, infrastructure, manpower, indexing and all incidental charges incurred during the Development/ Redesigning of Website of BHU. We enclose here with the complete Financial Bid as required by you in Form 1. We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender and we do hereby undertake to provide the services as per these terms and conditions.

4) Certified that we are:

a sole proprietorship firm and the person signing the tender is the sole proprietor / constituted attorney of the sole proprietor,

OR

a partnership firm, and the person signing the tender is the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney,

OR

a company and the person signing the tender is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the tender document.)

5) We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof, the tender document and placement of letter of intent awarding the contract, shall constitute a binding contract between us.

Dated Signature of authorized representative

Name of Agency :.....

Full Address :.....

Company Seal :.....

Detail of Enclosures:

FINANCIAL BID FORMAT

*(Note: In the financial bid format, the rate shall be quoted in Indian Rupees in **figures and words**. In case of discrepancy between the rate quoted in **figures and words**, the **rate quoted in words will be taken as final** and shall be binding on the agency)*

Form 1: Development/ Redesigning of Website of BHU

S.No.	ITEM		AMOUNT IN RS.
1.	Creation of WCMS based website of BHU as detailed in "Scope of Work", along with content collection, maintenance of one year and required training and documentation.	:	
	Taxes as applicable	:	
	Total	:	
Total: (in words) Rupees:			
2.	Annual Maintenance work of the website including updates, minor modifications / expansions and installing patches in the application.	:	
	Taxes as applicable	:	
	Total	:	
Total: (in words) Rupees:			

Name: _____

Date/ Place: _____

Designation: _____

Note:

SECTION – 6

BID OPENING & EVALUATION

SECTION - 6

BID OPENING & EVALUATION

(a) Bid opening sessions

The bids will be opened, in two sessions, in the presence of bidders' representatives (only one per agency) who choose to attend the Bid opening sessions on the specified date, time and address. The bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a University holiday; the Bids shall be opened at the same time and location on the next working day.

(b) Opening of EMD envelope

The EMD envelope of the bidders will be first opened in the presence of authorized representatives of each applicant who choose to attend the Bid opening sessions on the same day and time, on which the Technical Bid is opened, and bids not accompanied with the requisite EMD or whose EMD is not in order shall be rejected.

(c) Opening of Technical Bid

Technical bid envelopes of only those bidders, whose EMD is in order, shall be opened in the same session in the presence of authorized representatives of each applicant. The bids will then be passed on to an Evaluation Committee (EC) set up by BHU for evaluation. Either all the bidders or some shortlisted bidders will be required to make a presentation before a Committee appointed by the University. The presentation shall contain details of the conception of the bidder about the work, the project methodology, the technologies proposed to be used in the work, some websites designed by the bidder containing features similar to that required by BHU and some design templates which the bidder proposes to use at BHU.

(d) Opening of Financial Bid

Financial bids of the bidders whose technical bids qualify as per the prescribed eligibility conditions and other tender terms and conditions, shall be opened on the notified date and time in the presence of authorized representatives of each applicant qualifying in the technical bid. The financial bids will then be passed on to the Evaluation Committee for evaluation.

(e) Evaluation Criteria

Technical Evaluation

The Evaluation Committee shall evaluate the bids based on the eligibility criteria, the presentation made by the bidder and strict compliance to the information sought in **Section 4**. All the bidders or some shortlisted bidders will be required to make a presentation before a Committee appointed by the University. The presentation shall contain details of the conception of the bidder about the work, the project methodology, the technologies proposed to be used in the work, some websites designed by the bidder containing features similar to that required by BHU and some design templates which the bidder proposes to use at BHU. The Evaluation Committee may, at its discretion, call for additional information, live demonstration of technical capability of creating websites or seek clarifications from the bidder(s). Such information has to be supplied within the time frame set out by the Evaluation Committee; otherwise BHU shall make its own reasonable assumptions and do the evaluation accordingly. Seeking additional information / clarifications cannot be treated as acceptance of the bid. The bidders shall provide all the necessary documents, and reference information as desired by the Evaluation Committee. After due evaluation of Technical bids, the EC would submit its recommendation. **Only those bidders who score 70 marks or more evaluated in accordance with the following Technical Evaluation criteria shall be technically qualified.**

Technical evaluation criteria

Parameter	Proof to be submitted by vendor apart from the presentation	Weight
Does the vendor have expertise in developing multi-lingual WCMS based Websites?	No. of similar Web Development Projects successfully completed for <i>Universities</i> during last three years (attach names of Projects, work order & completion document of each project)	10%
Does the Vendor have capability of developing multi lingual sites.	List of sites developed by the vendor which are multi-lingual (Indian regional languages) and WCMS based. Screenshots of the WCMS must be submitted	6%
Does Vendor have expertise in developing web site for International Organizations.	No. of similar Web Development Projects successfully completed for <i>international organizations</i> during the last three years (attach names of Projects, work order & completion document of each project)	4%
Does the vendor have expertise in developing websites on Linux, Apache, MySQL and PHP platform?	List of sites developed on Linux, Apache, MySQL and PHP platform	20%
Is the vendor capable of delivering websites on time with high quality?	At least 2 customer testimonials from the above list of sites.	20%
Does the vendor have the right people to deliver on this project?	Resume / Profile sheet of the project manager who would be working on this project	20%
Does the vendor have a well defined methodology to develop the website – design, testing, deployment, bug fixes, change requests, etc.	Project plan	20%

Total 100

Any quotations received after the closing time for submission shall be returned unopened.

Financial Evaluation

The financial evaluation shall be based in accordance with the following criteria.

The bidder quoting the lowest average total cost (L1) in financial bid in **Section 5** will be awarded a 100% score. Scores of other bidders will be evaluated using the following formula. Score of a Bidder = {lowest average total cost of L1/ lowest average total cost of the bidder} X 100} (adjusted to 2 decimals)

Joint Evaluation of Technical and Financial Bids

The following is the procedure for evaluation as applicable to technically qualified bids:

The technical and financial scores secured by each bidder will be added with weightages of 65:35 respectively and a Composite Bid Score arrived at. The bidder securing the highest Composite Bid Score will be adjudicated as the Best Value Bidder for award of the Developing / Redesigning of Website of BHU contract. In the event the composite bid scores are 'tied', the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Contract.

(f) Negotiations and Contract Finalization

BHU shall reserve the right to negotiate with the bidder whose proposal has been ranked first on the basis of Joint Evaluation of Technical and Commercial Bids. BHU reserves the right to award the contract to the bidder selected for negotiations.

(g) Award of Contract

Award Criteria

BHU will award the Contract to the successful bidder based on the evaluation of technical and financial bids and to the one who is determined as the Best Value Bidder.

(h) Notification of Award

Prior to the expiration of the validity period, BHU will notify the successful bidder in writing or by fax or email, to be confirmed in writing by letter, that it's bid has been accepted.

(i) Requirement Study:

The vendor will be required to do a requirement study for the website, which when agreed upon by the University, will form part of the Agreement to be signed with BHU. The desired navigation structure, general functionalities and reference points for the design will be part of the requirement study document.

(i) Signing of Contract

At the same time as BHU accepts the requirement study by the successful bidder BHU shall enter into a contract, between BHU and the successful bidder as per the enclosed formats including the Terms and Conditions. Such agreement shall cover, in detail; aspects/ terms of the contract such as:

- Scope of Work
- Performance Bank Guarantee
- Contract form
- Requirement Study Document
- Payment Schedule
- Prices
- Assignment
- Date of completion
- Liquidated damages
- Termination
- Applicable law
- Extension of time
- Confidentiality
- Limitation of liability
- Bidder's obligations

Failure of the successful bidder to sign the contract within the time stipulated by BHU, shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event BHU may make the award to another bidder or call for fresh bids.

(j) Termination for Insolvency and Default

Termination for Insolvency

BHU may at any time terminate the contract by giving written notice of four weeks to the agency, without any compensation to the agency, if the agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to BHU.

Termination for default

Default is said to have occurred:

If the agency fails to complete the Development / Redesigning of Website of BHU in accordance with the Tender Notice within the time period(s) specified in the contract or any extension thereof granted by BHU.

If the agency fails to perform any other obligation(s) under the contract / work order.

If the agency fails to comply with instructions of BHU with respect to improving the quality of Website Designing, Content, Format, WCMS software, Navigation Structure, Pictures, Ease of Use etc.

(k) Performance Bank Guarantee

The successful bidder shall at his own expense deposit with BHU, within fifteen (15) working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a scheduled commercial bank, payable on demand, for the due performance and fulfilment of the contract by the bidder. This PBG will be for an amount equivalent to 50% of the contract value. All incidental charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the bidder. The PBG shall be valid till completion of the one year from the date of commissioning of the newly created website and extended period if any. Subject to the terms and conditions in the PBG, after completion of one year of the commissioning of the project the PBG will lapse automatically. The PBG may be discharged/ returned by BHU upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable by BHU on the PBG. In the event of the bidder being unable to service the contract for reasons not found to be reasonable and satisfactory by the competent authority, BHU would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of BHU under the contract in the matter, the proceeds of the PBG shall be payable to BHU as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract. BHU shall notify the bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the bidder is in default. BHU shall also be entitled to make recoveries from the bidder's bills, PBG, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

SECTION – 7

GENERAL TERMS & CONDITION

SECTION – 7

General Terms and Conditions

(a) BHU's right to terminate the bid process

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

(b) BHU's right to inspection

BHU or its authorized persons reserve the right to inspect the infrastructure such as the computers and other infrastructure at any of the specified locations at any point of time. In the event of the agency not complying with the requirements of infrastructure as specified in its Tender, BHU shall issue orders to the agency for changing the equipments or bring the infrastructure to the desired standards.

(c) Obligations of the selected agency

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

(d) Penalties

Performance of Services shall be made by the selected Agency in accordance with the time schedule specified by BHU in its work order assignment. An un-excused delay by the selected agency in the performance of its obligations under the contract shall render the selected agency liable for a **deduction at the rate of 1.0% of the total amount of contract per week of delay subject to a maximum of 20% of the value of the contract which will be recovered from the pending bills.** BHU may also proceed to take such reasonable remedial action as may be necessary, at the agency's risk and expense and without prejudice to any other rights, which BHU may have against the agency under the contract and such action may include invoking of the PBG. A Committee would be set up by the BHU to assess the quality of the website created. BHU may order the agency to conduct re-designing of the database or the webpages at the Agency's cost, if the feedback obtained from Committee is not satisfactory.

(e) Outsourcing of Developing / Redesigning of Website of BHU

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

(f) Replacement of Staff

In the event of the staff proposed along with this bid are not available at a later date due to reasons beyond the control of the agency, the agency shall ensure that the staff chosen for replacement shall be of similar experience proposed in this bid. In the event of the agency utilizing the services of unskilled staff, BHU reserves the right to suspend payments for such Developing / Redesigning of Website work. BHU also reserves the right to terminate the contract and invoke the agency's PBG.

(g) Indemnity

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

(h) Termination for Insolvency, Default and Fundamental Breach

Termination for Insolvency

BHU may at any time terminate the contract by giving written notice of four weeks to the agency, without any compensation to the agency, if the agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to BHU.

Termination for default

Default is said to have occurred if the agency fails to complete the Developing / Redesigning of Website of BHU in accordance with the plan within the time period(s) specified in the contract or any extension thereof granted by BHU. If the agency fails to perform any other obligation(s) under the contract /work order. If the agency fails to comply with instructions of BHU with respect to improving the quality and Developing / Redesigning of Website of BHU.

Termination for Fundamental Breach

BHU can terminate the contract if the agency causes a fundamental breach of the contract. Fundamental breach of the contract include but shall not be limited to (i) the bidder stops work for 7 days, when no stoppage of services is instructed and stoppage has not been authorized by the BHU or it's nominee, (ii) BHU gives notice that failure to correct a particular defect is a fundamental breach of contract and bidder fails to correct it within a reasonable period of time determined by BHU or its nominee, and (iii) the bidder does not maintain high standard, which is desirable. When BHU gives notice of fundamental breach of contract, BHU or its nominee shall decide whether breach is fundamental or not.

(i) Remedial Measures

If the agency, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from BHU, (or takes longer period in spite of what BHU may authorize in writing), BHU may terminate the contract / work order in whole or in part. In addition to above, BHU may at its discretion also take the following action. BHU may transfer upon such terms and in such manner, as it deems appropriate, work order for similar service to other agency and the defaulting agency shall be liable to compensate BHU totally for any extra expenditure involved to complete the scope of work.

(j) Force Majeure

The agency shall not be liable for forfeiture of its PBG, penalties or termination for default if and to the extent that it's 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 beyond the control of the agency and not involving the agency's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other statutory bodies, which are beyond the control of the agency, which prevents or delays the execution of the order by the agency. If a Force Majeure situation arises, the agency shall promptly notify BHU in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the BHU in writing, the Agency 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.

The agency shall advise BHU in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure conditions. In the event of a delay lasting for more than one month, if arising out of causes of Force Majeure, BHU reserve the right to cancel the order without any obligation to compensate the agency in any manner for what so ever reason.

(k) Arbitration

BHU and the agency shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or arising from or in connection with the contract. Disputes not so resolved amicably within 30 days of receipt of notice of such a dispute shall be resolved by a sole arbitrator nominated by the Vice-Chancellor, BHU. The arbitration proceedings shall be governed in all respects by the provision of the Indian Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modification or re-enactment, thereof. The arbitration proceedings shall be held in Varanasi, India.

(l) Applicable law

The contract between BHU and the agency shall be governed by the laws and procedures established by, within the framework of applicable legislation and enactment made from time to time concerning such services.

(m) Payment Terms

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

- i. 80% on final commissioning of the website after acceptance of BHU.
- ii. 20% on completion of one year from the date of final commissioning.

The bidder will be responsible for liabilities of all kind including local and other taxes. Payment will be made by BHU to the agency in accordance with the rate quoted by the agency in the financial bid on submission of pre-receipted bills in quadruplicate in the name of Registrar, Banaras Hindu University, Varanasi. The Registrar will certify the bills for the satisfactory completion of the job assigned for the concerned quarter for which the bills have been submitted. Payments shall be subject to deductions of any amount as per terms and conditions of this tender. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the income - Tax Act, 1961 and any other taxes. All payments shall be made by cheque only. The term 'payment' mentioned in this para includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract

(n) Conflict of Interest

Bidder shall furnish an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the bidder or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with BHU. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the bidder to complete the requirements as given in the Tender Notice.

(o) Fraudulent practices, bribery and corruption of Government servants

The Bidder represents and undertakes that it has not given, offered or promised to give, directly or indirectly any amount, gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Client or otherwise in procuring the Contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract or any other contract with the Government for obtaining a contract or showing or forbearing to show

favour or disfavour to any person in relation to the Contract or any other Contract with the Government. Any breach of the aforesaid undertaking by the Bidder or any one employed by it or acting on its behalf or for its benefit (whether with or without the knowledge of the Bidder) or the commission of any offence by Bidder or anyone employed by it or acting on its behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall, without prejudice to any other legal action, entitle the Client to cancel the Contract either wholly or in part, and all or any other contracts with the Bidder and recover from the Bidder such amount or the monetary value thereof and the amount of any loss arising from such cancellation without any entitlement or compensation to the Bidder. BHU will also have the right to recover any such amount from any contracts concluded earlier between the Bidder and BHU. The Bidder will also be liable to be debarred from entering into any contract with BHU for a minimum period of five years. A decision of the Client to the effect that a breach of undertaking had been committed shall be final and binding on the Bidder.

(p) Special Terms & Conditions

- i) The bidders are required to quote their lowest rates for Developing / Redesigning of Website of BHU. The rates so quoted should be all inclusive (hardware/software/manpower).
- ii) The bidders qualifying the eligibility criteria will be required to give a live demonstration of the work. If the bidder is already doing the Developing / Redesigning of Website work in any Government department or in any reputed private firm, name, address and telephone number of the same may be mentioned.
- iii) The successful bidder shall compile and make an instruction manual for Developing / Redesigning of Website of BHU and the same shall be provided to the BHU for use of its staff for carrying out the use, administration, updating or .
- iv) The bidder shall have to arrange its own staff. The BHU would neither bear any expenses nor accept responsibility for the same and there would be no relationship between the BHU and the staff of the bidder. The BHU reserves the right to deny entry to any staff member of the bidder, if so deemed appropriate by it.
- v) The successful bidder shall not depute any such person in BHU who is party to a litigation against BHU. No person engaged by the bidder shall claim any right of employment – contractual or otherwise -with the BHU. The BHU will not be answerable for the terms and conditions of employment of the staff engaged by the bidder. The bidder will ensure that the staff engaged is disciplined and maintains full decorum of the BHU.
- vi) The BHU will provide the documents, pictures etc. as required to be placed on the website, to the authorized representative of the bidder on day to day basis under proper receipt. It will be responsibility of the bidder to return the documents to BHU staff under acknowledgment in the same shape and condition in which it was taken. The bidder will ensure that the documents/files handed over to it are kept in proper condition and no document is soiled/lost/misplaced/damaged.
- vii) The bidder after successfully storing the website created on its own computer shall transfer the same on the computer/ server to be provided by the BHU alongwith the documentation, technical and user manual. However, the Bidder shall be fully responsible for the proper functioning of the website for a minimum period of one year after completion of his work. Bidder shall suggest the configuration and the number of computers and other hardware and software for Archival and Retrieval of digitized data, including backup.
- viii) Complete secrecy and confidentiality is required to be maintained by the bidder and his employees.

- ix) The bidder has to customize the system application and supply to BHU along with the source code. The bidder has to develop / customize the system software application specific to BHU needs. The BHU will have copyright on the product, format, concept layout and design. The BHU will have exclusive rights to use it anywhere, in any manner.
- x) Time is the essence of the contract and the Bidder shall adhere to the time schedule and deadline as prescribed by the BHU for execution of the work. On the completion of the work, the bidder shall hand over the database to this University which shall become the property of BHU for all intents and purposes.
- xi) Licensed copy of the application software and database design as may be developed by the bidder or its employees for and during execution of the work shall vest in BHU and the bidder shall execute necessary documents for the same and also get an assignment from its employees, in favour of BHU.
- xii) The database created by the bidder shall be retrievable by the user. Necessary training for the retrieval of the database, storing, organizing and retrieval is to be imparted to the staff of this University.
- xiii) The retrieval parameters will be finally decided by the BHU in consultation with the bidder.
- xiv) The BHU, in its discretion, reserves the right to reject or accept any or all the tenders partly or completely at any time without assigning any reason thereof.
- xv) An appropriate agreement will be executed by the bidder with the BHU, on the agreed terms & conditions. The BHU in its discretion reserves the right to cancel the contract at any time without assigning any reason.
- xvi) The BHU will deal with the bidder directly and no middlemen/agents/ commission agents etc. should be asked by the bidders to represent their cause and they will not be entertained by the BHU.
- xvii) Upon termination of the Contract or on expiry of the contract period, the bidder will have to handover all the data created digitally or by other means as well as the documents handed over to him for providing the services and he shall have no right to hold back any of these. Only after getting a certificate to this effect, the nominee of BHU shall issue a no-dues certificate for clearing the last payment.

(q) Special Conditions of Contract

The special conditions of the contract shall supplement the eligibility and general instructions, scope of work and special terms and conditions and wherever there is a conflict, the provisions herein shall prevail over those in Section 1 to Section 7. In case the date fixed for opening of bids is, if subsequently, declared as holiday by the BHU, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered. The work will be accepted only after quality assurance tests/checks are carried out by inspecting authority of BHU, nominated by Vice-Chancellor, BHU, Varanasi, as per prescribed schedule and material passing the test successfully. BHU reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the BHU. BHU reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient grounds OR BHU can also take any action such as forfeiture of EMD, security deposit, bank guarantee.

Any clarification issued by BHU, in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.

**Registrar
Banaras Hindu University,
Varanasi – 221 005.**

SECTION – 9

PERFORMANCE BANK GUARANTEE

SECTION - 9
PERFORMANCE BANK GUARANTEE

Date: _____

XXXXXXXXXXXXXXXXXXXXX,
XXXXXXXXXXXXXXXXXXXXX.

Dear Sir,

**PERFORMANCE BANK GUARANTEE – Development / Redesigning of Website,
Banaras Hindu University, Varanasi**

WHEREAS

M/s. (name of Outsourced Agency), a company registered under the Companies Act, 1956, having its registered office at (address of the Outsourced Agency), (which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assignees), agreed to enter into a contract dated (Herein after, referred to as “Contract”) with you (Registrar, Banaras Hindu University) for Development / Redesigning of Website, Banaras Hindu University, , Varanasi.

We are aware of the fact that as per the terms of the contract, M/s. (name of Outsourced Agency) is required to furnish an unconditional and irrevocable bank guarantee in your favour for an amount INR (In words and figures), being equivalent to 10% of the total price as quoted in the commercial proposal submitted by the constituent and guarantee the due performance by our constituent as per the contract and do hereby agree and undertake to pay the amount due and payable under this bank guarantee, as security against breach/ default of the said contract by our constituent. In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of INR (in words and figures) without any demur.

We, the Bank , do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a written demand from the Client which has to be served and received by us on or before on the expiry date of Bank Guarantee i.e. <date>, stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Client by reasons of any breach by the said Outsourced Agency of any of the terms and conditions contained in the contract/purchase order or by reasons of the said Outsourced Agency failure to perform the said work order/purchase order, any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under the guarantee. However this Bank guarantee shall be restricted to an amount not exceeding Rs. <x> (Rupees <x>).

Notwithstanding anything to the contrary, as contained in the said contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by

reasons thereof, subject to the terms and conditions of the said contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

We further agree that the termination of the said agreement, for reasons solely attributable to our constituent, empowers you to demand for the payment of the above said amount under this guarantee and we would honor the same without demur.

We, the Bank, further agree that the guarantee there in contained shall remain in full force and effect during the period that would be taken for the performance of the said work order/purchase order and that it shall continue to be enforceable till all the dues of the Clients under or by virtue of the said work order have been fully paid and its claims satisfied or discharged or till the Client certifies that the terms and the conditions of the said work order have been fully and properly carried out by the said Outsourced Agency and accordingly discharge the guarantee or till the expiry of this guarantee i.e. <date>, whichever is earlier. Unless a demand or claim under this guarantee is received by us in writing on or before <date>, we, the Bank, shall be discharged from all liability under this guarantee thereafter. We the guarantor, as primary obligor and not merely surety or guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period. We specifically confirm that no proof of any amount due to you under the contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request from the said Outsourced Agency or Client on or before the expiry of bank Guarantee i.e. on or before <date>. This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to your benefit and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period so including the extended period, if any.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to INR (in words and figures) and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee and extended period of guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour. We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee, including for the extended period of guarantee. Any dispute arising in relation to the said guarantee will be subject to the Jurisdiction of Varanasi Courts.

We undertake to pay to the Government any money so demanded under this guarantee notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present agreement being absolute and unequivocal.

Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed INR
(In words and figure);

This Performance Bank Guarantee shall be valid only up to <date> and shall remain valid on such extended period as may be communicated by Client;

and

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before
(Date i.e. completion of the period of 12 months or completion of the Development / Redesigning of Website of BHU as approved by the Client and such extended period as may be communicated by Client.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.
Dated this day **2012**.

Yours faithfully,

For and on behalf of the Bank,

(Signature)
Designation

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.