# Additional Terms and Conditions:

1. Pre-Bid meeting will be held at the IIT Dharwad

Address: Indian Institute of Technology Dharwad

WALMI Campus Near High Court

Belur Industrial Area, P B road

Dharwad, Karnataka - 580011

1. The Qualification and Experience of the role of Technical Resources shall be as given below:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sl.**  **No.** | **Role of Technical Resources** | **Qualification** | **Experience** | **Certifications (Desirable)** |
| 1. | Project Manager | B,Sc(CSE/IT specialization), /BCA/BE/B.Tech (IT, Computers, ECE) OR MCA OR MSc (IT) or MBA (IT) | 3 yrs or  minimum 5 similar projects | PMP |
| 2. | UI Designer | B,Sc(CSE/IT specialization), /BCA BE/B.Tech (IT, Computers, ECE) OR MCA OR MSc (IT) | 2 yrs or  minimum 3 projects | CSS |
| 3. | Developer | B,Sc(CSE/IT specialization), /BCA BE/B.Tech (IT, Computers, ECE) OR MCA OR MSc (IT) or MBA (IT) | 3 yrs or  minimum 5 similar projects | None |
| 4. | Database Admin (the Database Admin will be from the Institute, the requirement is for a Database Analyst) | B,Sc(CSE/IT specialization), /BCA BE/B.Tech (IT, Computers, ECE) OR MCA OR MSc (IT) or  MBA for Business Analyst | 5 yrs of experience on RDBMS  specifically in PostgreSQL/ MySQL | None |

**Mode of Proof:** Successful Completion Certificate on the Letter head of the client clearly giving names and role of the team member(s) should be provided as proof for Experience of the Team member being planned to be allocated for the above mentioned roles along with copies of their Educational Qualification and Certifications duly attested by the Authorised signatory for participation in the Bid.

1. The Average Annual turnover from the business of Design, Development and Maintenance of Websites shall be minimum of Rs. 10 lakhs during the last 3 years (ending 31.03.2022).
2. The Bidder should preferably have an Office in Karnataka.
3. The Website should be a Multi-page design and should be student-centric.
4. The Source Code will be the property of Institute after the expiry of the contract.
5. The delivery period shall constitute 3 months of the Software Development cycle followed by the stabilization period of 6 months’ post going live and the Bidder will be required to carry out minor enhancements as and when required. A minimum of 2 staff of the core development team posted for this project have to be retained at IIT Dharwad for such period.

# Delivery Period and Activities:

* 1. 1st month - Data Collection, Freezing of Requirement Study, System Analysis and Design.
  2. 2nd and 3rd Months – Development, testing, debugging, making live and support post making live.
  3. The Single Point of Contact to be intimated with 2 days on Acceptance of Work Order.
  4. Project Management Schedule to be provided within 5 days of the acceptance of the Work Order.
  5. Weekly Adherence Report shall be provided on Friday of each week.

# Project Management Schedule:

The Project Management Schedule should clearly lay down the Milestone and timeline for each milestone subject to the time limits laid down in the Delivery Period mentioned at para 8 above.

1. The Price quoted by the Service Provider shall be inclusive of all charges plus applicable taxes, and should not have any hidden charges for plugins,

APIs, auditing charges etc. All the plugin/API licenses should be in the name of the India Institute of Technology Dharwad.

1. The bidder will be required to obtain STQC certification from Authorised STQC certifying Agency for the Website developed before going live.
2. The Technical Evaluation will be carried out for only those Bidders who meet Institute’s Parameters and parameters mentioned Additional Terms and Conditions.
3. **Bid Evaluation Process**

Institute will evaluate the responses of the Bidders. The Institute shall evaluate the responses to the tender document and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.

The decision of the Institute in the evaluation of responses to the tender document shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee. The Institute may ask for meetings with the Bidders to seek clarifications on their bids. The Institute reserves the right to reject any or all bids on the basis of any deviations. Each of the responses shall be evaluated as per the criterions and requirements specified in this tender document.

#### **CRITERIA FOR EVALUATION**

#### **Pre-Qualification (PQ) Criteria**

|  |  |  |
| --- | --- | --- |
| **Sl. No.** | **Criterion** | **Documents to be provided** |
| 1. | The bidder shall be a Company or Partnership firm or a Proprietor registered under the respective Indian acts (i.e. companies Act and the partnership Act -1932 respectively) having their registered offices in India. | For company- Copy of Certificate of incorporation, for partnership - Partnership deed and for the proprietor - details of registered office.  All entities are to submit their bank details. |
| 2. | bidder should be registered with Income Tax and Goods & Service Tax (GST) departments | 1. Self-attested copy of PAN/GIR Card 2. Self-attested copy of Goods & Service Tax (GST) registration certificate |
| 3. | The bidder or any of its partners/directors **should not be in the active list of blacklist.** | Self-Declaration in the format as per **Annexure- I** |
| 4. | The bidder should have minimum 05 years of experience in **similar service (website design and development** as per the Scope of Work) **independently** without any organizational or other intermediary. Further bidder should have successful implementation records in at least **one academic Institution** which one shall be CFTI (Centrally Funded Technical Institute) like IITs, NITs, IIMs, IISERs, IISc etc. | Certified Work Orders / Agreements of award of contract with work order value along with work satisfactory report for providing Integrated e- governance solution.  Details of CFTIs are available here: -  <https://www.education.gov.in/en/technical-education-1> |
| 5. | Annual Sales Turnover generated from services related to website design and development during each of the last three financial years (as per the last published Balance sheets), should be at least **Rs. 10 Lakh.** This turnover should be on account of website design and development | Documents certified by Charted Accounted are required to be submitted. |
| 6. | Bidder shall be able to implement the solution directly without any organizational or other intermediary. | An affidavit to this effect is to be submitted. |

#### **Technical Evaluation Criteria**

Bidders who meet the pre-qualifications requirements would be considered as qualified to move to the next stage of Technical evaluation. Bidders, whose bids are responsive based on Pre- Qualification Criteria and score at least 70 Marks in Technical Evaluation in the following scoring mechanism would be considered technically qualified. Price Bids of such technically qualified Bidders shall be opened.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sr.**  **No.** | **Criteria / Description** | | **marks** | **Total marks** |
| 1. | **The Bidder in the similar business of Design, Development and Maintenance of Website** | | | 15 |
| above 5 years | | Bidder with highest number of years of similar experience will be given 20 marks and marks for other Bidders will be given on pro-rata basis. |
| **Mode of Proof:** Certificate of Incorporation/ Registration Certificate, copy of Work Order. | | | | |
| 2. | **Prior experience of Design, Development and Maintenance of**  **Website:** | | | 30 |
| (a) For National level educational institutes like IIT, IIM, NIT and Central Universities / State Universities | | 10 per Work Order |
| (b) For National level Private Sector Universities/ Higher Educational Institutions; | | 5 per Work Order |
| **Mode of Proof:** Work Order/ Work Completion Certificate for each Organization. | | | | |
| 3. | **Bidder’s certification -** CMMI/ISO/CERT-IN empaneled Auditing Agency Certificate for Software/ Process/Infrastructure (Valid as on last date of Bid) | | 2 per certificate | 10 |
| **Mode of Proof:** Self Attested copy of the valid Certificate. | | | | |
| 4. | **Presentation:**   1. Plan – for revamping the website 2. Timeline 3. Designation, experience and bio-data of Manpower for this project 4. Demo of minimum 4 websites developed by the Bidder | | | 25 |
|  | **Awards and Recognition** | | |  |
| 5. | (a) | By Government Agencies | Bidder with highest number of awards will be given 10 marks and marks for other Bidders will be given on pro-rata basis. | 20 |
| (b) | By Other National Level Associations or equivalent |
| **Mode of Proof:** Self Attested copy of the valid Certificate. Institute may obtain confirmation on the genuineness of the Certificate provided as proof. | | | | |
| **Total** | | | | 100 |

#### **Financial Evaluation**

The Financial bids of technically qualified bidders shall be opened after completion of Technical Evaluation.

Any conditional bid would be rejected. Arithmetical errors will be rectified on the following basis: “If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail”.

#### **Final Evaluation: Combined Quality Cum Cost Based System (CQCCBS)**

The final evaluation shall be based on **Combined Quality Cum Cost Based System (CQCCBS)**. The weightage for Technical and Financial criteria are 70% and 30%, respectively. The final evaluation of bids shall be as per the following table:

|  |  |  |  |
| --- | --- | --- | --- |
| **Criteria** | **Score** | **Multiplying**  **Factor** | **Weighted Score** |
| Technical | Technical Score | 0.7 | X |
| Financial | (LPO/PO) \* 100 | 0.3 | Y |
|  | Final score | | (X+Y) |

**Note: LPO – Lowest Price Offer amongst all Qualified Bidders; PO-Price Offer of the Bidder in question. Weighted Score will be adjusted to two decimal places.**

The **Bidder with the highest total score will be considered as Lowest One (L1).**

**In case of a tie between two or more bidders, following tie breaker modes shall be adopted by the Institute.**

#### The bidder with the higher technical score will be recommended.

#### If there is a tie again, then more number of CFTI’s implementations shall considered as Lowest One(L1).

#### If there is a tie still, then the bidder having more score in technical evaluation shall be considered as the lowest one (L1).

1. The Institute shall issue a Purchase Order to the successful Bidder giving him **15 working days**’ time to submit Performance Bank Guarantee which 3% of the Contract Value and execute the Contract with Institute in the prescribed format.

# Payment Schedule:

|  |  |  |
| --- | --- | --- |
| **Month**  **end** | **Activities** | **% of Payment to**  **be released** |
| 1st month | 1. Single Point of Contact 2. Project Management Schedule 3. Data Collection, 4. Freezing of Requirement Study, 5. System Analysis and 6. Design 7. Weekly Adherence Report | 35% |
| 3rd Month | 1. Development, 2. Testing, 3. Debugging, 4. Going live and 5. Post Live Support | 35% |
| 9th Month | 1. Stabilization period 2. Training 3. Handing over Instructions and User Manuals | 20% |
| 10th Month | Project Handover – Source Code, Documentation, etc. | 10% |

Payment will be released within 10 working days upon receipt of valid Tax Invoice and certified by IT Section.

# Penalty Clause:

|  |  |  |
| --- | --- | --- |
| **Month**  **end** | **Activities** | **% of contract value for Penalty** |
| 1st month | 1. Single Point of Contact 2. Project Management Schedule 3. Data Collection, 4. Freezing of Requirement Study, 5. System Analysis and 6. Design 7. Weekly Adherence Report | 1% for every day of delay |
| 3rd Month | 1. Development, 2. Testing, 3. Debugging, 4. Going live and 5. Post Live Support | 1% for every day of delay |
| 9th Month | 1. Stabilization period 2. Training 3. Handing over Instructions and User Manuals |  |
| 10th Month | Project Handover – Source Code, Documentation, etc. | Security Deposit - 3% of Contract Value |

Penalty will be capped to maximum of 10% of the contract Value.

1. **Contract Period** – Will be initially for 3 months for delivery followed by 6 months of stabilization period. It can be extended further for a period of 6 months. However, this will be at Institute’s prerogative, and not for reasons for Service Provider not having met the Delivery Period. Any extension will be provided under the same rate, terms and conditions of the tender document.
2. **Fraud and Corrupt Practices**
   1. The Bidder/Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this tender document, the Institute shall reject a bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Institute shall, without prejudice to its any other rights or remedies, forfeit the Bid Security/Performance Security.
   2. Without prejudice to the rights of the Institute under Clause above and the rights and remedies which the Institute may have under the LOI or the Agreement, if a Bidder or Systems Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such bidder or Systems Implementation Agency shall not be eligible to participate in any tender document or tender document issued by the Institute during a period of **two years.**
3. **Conflict of Interest**

A Bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Institute shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Institute for, *inter alia*, the time, cost and effort of the Institute including consideration of such Bidder’s Bid, without prejudice to any other right or remedy that may be available to the Institute hereunder or otherwise.

The Institute requires that the Implementation Agency provides solutions which at all times hold the Institute’s interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Systems Implementation Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Institute.

1. **OTHER CONDITIONS:**

#### **Confidentiality**:

The Bidder and their personnel shall not, either during the term or after expiration of this work order, disclose any proprietary or confidential information relating to the services, agreement or the Institutes business or operations without the prior written consent of the Institute’s authority.

#### **Force Majeure:** -

During the pendency of the service agreement if the performance in whole or part thereof by either party is prevented/delayed by causes arising due to any war, hostilities, civil commotion, act of public enemy, sabotage, fire, floods, explosion, epidemics, non-availability of raw material, and other consumables, or any other causes including breakdown of equipment beyond their reasonable control neither of the two parties shall be made liable for loss or damage due to delay or failure to perform the contract during the pendency of forced conditions provided that the happenings are notified in writing within **7 days** from the date of occurrence. The work shall be resumed under the contract as soon as possible after the restoration of normalcy.

#### **Termination for Default:** -

The Institute may, without prejudice to any other remedy for breach of agreement, may terminate the work order in whole or in part, by written notice of default sent to the Bidder, and the performance guarantee shall stand forfeited if:

The Bidder fails to deliver any or all of the obligations within the time period(s) specified in the work order/agreement, or any extension thereof granted by the Institute.

The Bidder fails to perform any other obligation(s) under the work order/agreement and fails to rectify it within the notice period for the rectification of the same.

#### **Termination for Insolvency: -**

The Institute may at any time terminate the work order by giving written notice to the Bidder without compensation, if the Bidder becomes bankrupt/insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued thereafter to the Institute.

#### **Suspension: -**

The Institute may, by a written notice of suspension to the Bidder, suspend all payments to the Bidder under the work order, if the Bidder fails to perform any of its obligations under this work order/agreement, (including the carrying out of the services).

#### **Arbitration: -**

All disputes, differences, claims and demands arising under the agreement shall be referred to the sole arbitrator to be appointed by the Institute. The award of the sole arbitrator shall be final and binding on both the parties under the provisions of the Arbitration and Conciliation Act, 1996 or by statutory modification/re-enactment thereof for the time being in force. Such arbitration shall be held at Dharwad.

#### **Jurisdiction of Court: -**

In all matters and disputes arising here under, the appropriate Court at Dharwad only shall have jurisdiction to entertain and try them.

**Annexure - I**

**SELF-DECLARATION – NO BLACKLISTING**

Reference No. (Date)

The Registrar,

IIT Dharwad.

Dear Sir,

Ref: Tender for Design and development of website of IIT Dharwad

In response to the Tender Document for Design and development of Institute’s Website., I/ We hereby declare that (name and address of the bidder) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

We further declare that presently (name and address of the bidder) is not active in the blacklisted or debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission including violation of relevant laws.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our security may be forfeited in full and the bid, if any to the extent accepted may be cancelled at any stage and the contract may be terminated and we shall be debarred from bidding in future at IIT Dharwad.

Date and place with seal Name, signature of the authorized representative of the bidder