

Himachal Pradesh Technical University Hamirpur (H.P.)-177001

Tender No: 12/2018 -894

Dated 23-01-2019



NOTICE INVITING TENDER

For

Designing and Development of Comprehensive Web portal for HPTU & Design and Development of Web based Applications for Admissions and Examinations.

Sr. No	Nature of Job	Cost of Tender Document	Earnest Money Deposit	Last date for receiving of bid in University Office	Date & time of opening	
					Technical Bid	Financial Bids of Technically qualified bidders
1	Designing and Development of Comprehensive Web portal for HPTU & Design and Development of Web based Applications for Admissions and Examinations	Rs. 1000/-	Rs. 25,000/-	07-02-2019 (2:30 PM)	07-02-2019 (3:00 PM)	After evaluation of technical bids

Tender documents can be downloaded from the official website of the University www.himtu.ac.in. The cost of the tender document, EMD in the form of Demand Draft in favour of **Finance Officer, HPTU, Hamirpur, Payable at Hamirpur, H.P.**, has to be submitted with tender document in an envelope along with technical bid in Cover-A and Financial Bid in Cover-B only. The detail of tender is available on the University website mentioned above. For any inquiry you can contact the Purchase Officer, **HPTU at 01972- 224180** or System Analyst at **01972-224159**.

Tender received after due date, time, without tender cost and without earnest money will be summarily rejected.

Sd/-

Purchase Officer
Himachal Pradesh Technical
University, Hamirpur (H.P.).

Himachal Pradesh Technical University Hamirpur-177001

TENDER DOCUMENT

Sealed tenders are invited for Designing and Development of Comprehensive Web portal for HPTU & Design and Development of Web based Applications for Admissions and Examinations as under:

Redesign of HPTU web portal as the integral part of University website for admission and pre & post examination processes, platform independent applications which can be used on mobiles as well as on desktops with different access level rights for Admission seekers/Students/Parents/Colleges/University and Stakeholders. Tender Form having Terms & Conditions, Technical Aspects and other details of work may be downloaded from University website www.himtu.ac.in. Complete Tender Document along with D.D. of ₹1000/- in favour of Finance Officer, H.P. Technical University Hamirpur, payable at Hamirpur (H.P.) may be deposited in University till 07-02-2019 up to 2:30 PM. Technical bid shall be opened in the Office of the Purchase Officer, Himachal Pradesh Technical University Hamirpur, Near Gandhi Chowk, Distt. Hamirpur (H.P.) India, Pin 177001 on the same day at 3:00 PM in presence of tenderers or their authorized representative who may wish to attend / present at the time of opening of tenders. Financial bids of technically qualified bidders shall be opened on the same day after evaluation of Technical bids.

Sd/-

Purchase Officer
H.P. Technical University Hamirpur

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CHECKLIST OF ENCLOSURES

Please arrange documents in cover 'A' for technical bid as per enclosures given below

(Please write enclosure no. on the cover page of each document with ink)

Copy of documents required to be submitted for establishing Bidder eligibility and qualifications.

1	Enclosure 1	Cost of tender form (Demand Draft of ₹1000/-)
2	Enclosure 2	Earnest money deposit EMD (Demand Draft of ₹25,000/-)
3.	Enclosure 3	The organization/agency/Proprietor should be registered as per the relevant Act (Companies Act or Partnership Act or Sole Proprietorship, any other relevant Act) in India. Copy of Certificate of Incorporation/Registration or equivalent.
4.	Enclosure 4	The organization/agency/proprietor should have been working for the last minimum 5 Years in web and mobile based Software design, development and maintenance. Completion certificates for the works carried out duly issued by the concerned
5.	Enclosure 5	The firm should have completed at least 3 projects of similar nature (related to software/websites development and maintenance on educational sites) for Government of India/State Government/PSU/Universities/Boards/Organisation. Experience in web designing, mobile and web based software development out of which one Year experience in the web application/ Mobile App processing for automation of admission and examination. Completion certificates for the works carried out duly issued by the concerned authority. (Minimum One lakh candidates) The bidder must have independently handled the project. Completion certificates for the works.
6.	Enclosure 6	The organization/agency/proprietor should have annual financial turnover of Rs. Fifty Lakhs yearly for the last three financial years (FY 2015-16, 2016-17 and 2017-18) Legible Copy of the audited Balance Sheet which can be easy to read. Copy of PAN Card, GST Registration Certificate etc., in the name of the Company organization/agency/Proprietor.
7.	Enclosure 7	ISO 9001:2008 • Date of issuance • Issuing authority. • Validity of Certificate. & ISO 27001:2013 (Important for Data Secrecy) • Date of issuance • Issuing authority. • Validity of Certificate. Legible Copy in the name of the Company
8.	Enclosure 8	The organization/agency/proprietor should neither be blacklisted by any State Govt. or Central Govt. Department/Organization as on date of submission of this tender document nor any case including criminal, civil or any enquiries pending against them. Affidavit on Rs. 100 non judicial stamp paper duly issued by competent authority.

SECTION-I

Instructions To Bidders

1. Details of Works

Designing and Development of Comprehensive Web portal for HPTU & Design and Development of Web based Applications for Admissions and Examinations whose detail of work is given in **Section-III**.

2. Eligibility Criteria

- 2.1.** The organization/agency/Proprietor should be registered as per the relevant Act (Companies Act or Partnership Act or Sole Proprietorship, any other relevant Act) in India.
- 2.2.** The organization/agency/proprietor should have been working for the last minimum 5 Years in web and mobile based Software design, development and maintenance.
- 2.3.** The firm should have completed at least 3 projects of similar nature (related to software/websites development and maintenance on educational sites) for Government of India/State Government/PSU/Universities/Boards/Organisation. Experience in web designing, mobile and web based software application development out of which **one Year** experience in the web application/ Mobile App processing for automation of admission and examination.
- 2.4.** The organization/agency/proprietor should have annual financial turnover of Rs. Fifty Lakhs yearly for the last three financial years (FY 2015-16, 2016-17 and 2017-18).
- 2.5.** The firm must have certification as per detail given below:
 - ISO 27001:2013 (Important for Data Secrecy)
 - Date of issuance
 - Issuing authority.
 - Validity of Certificate.
- 2.6.** The organization/agency/proprietor should neither be blacklisted by any State Govt. or Central Govt. department/organization as on date of submission of this tender nor any case including criminal, civil or any enquiries pending against them.
- 2.7.** The Firm should be profit making identity.
- 2.8.** The bidder shall be registered with the Central Excise/ Custom Department for the purpose of GST.

3. Cost of Tender Document

Tender documents can be downloaded from the official website of the University www.himtu.ac.in. The cost of the tender ₹1000 /- has to be submitted in the form of Demand draft in favour of Finance Officer, HPTU, Hamirpur, Payable at Hamirpur, H.P. with tender document in a separate envelope along with technical bid (Cover-A) and Financial Bid in Cover-B only. The detail of tender is available on the University website mentioned above.

4. Earnest Money

Tender shall be accompanied by an earnest money of ₹25,000/- without which tenders will not be considered. The amount should be deposited in the form of demand draft in favour of Finance Officer, H.P. Technical University Hamirpur payable at Hamirpur (H.P.). The earnest money of unsuccessful tenderer shall be refunded after finalization of tender without any interest.

5. Submission of Bid

Sealed Tender envelope should be superscribed "Tender for Designing and Development of Comprehensive Web portal for HPTU & Design and Development of Web based Applications for Admissions and Examinations " containing two separate sealed envelopes Technical Bid & Financial Bid as prescribed herein should be submitted to the **Purchase Officer, H.P. Technical University Hamirpur, Near Gandhi Chowk, Distt. Hamirpur, Himachal Pradesh, India, Pin 177001** up to prescribed time. Any delay, in receipt of Bids after due date and time would be considered as late submission of Bid and such Bids shall be summarily rejected. The Bid submitted by the Bidder shall be in two separate parts:

5.1. Cover-A: Technical Bid:

To be opened on the date & time as specified in the Bidding Schedule. The Qualification and eligibility criteria of the bidder shall be established as per Technical Performa. Technical Bids shall be opened in the presence of the Bidders or their authorized representatives, who may wish to be present.

5.2. Cover-B: Financial Bid:

5.2.1. The rate as per scope of work in Section III (both in figures and words) is to be submitted in the Tender Financial Proforma. The price quoted by the bidder shall remain fixed during entire period of contract & shall not be subject to variation on any account.

5.2.2. Bid submitted with an adjustable price shall be treated as non responsive and rejected. The Financial Bid of only those tenderers shall be opened whose technical bid is found to be in order and in accordance with the prescribed terms and conditions and complete in all respects.

5.2.3. Corrigendum/ Addendum/ Corrections, if any shall be published on the website. Purchase Officer, Himachal Pradesh Technical University Hamirpur reserves the right to cancel/reject any or all tenders without assigning any reasons. Not to be opened except with the approval of the Purchase Officer, Himachal Pradesh Technical University Hamirpur (H.P.)

6. Cost of Bidding

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

7. Bid Document

7.1. Bid document includes:

7.1.1. Notice Inviting Tender.

7.1.2. Instructions to bidders.

7.1.3. General, commercial & special conditions of Contract.

7.1.4. Details of Scope of Work.

7.1.5. Technical Bid Performa.

7.1.6. Financial Bid Performa.

7.1.7. Bid Form.

7.1.8. Letter of Authorization to attend bid opening.

7.1.9. Declaration regarding near relationship with University employees.

7.1.10. Declaration regarding the firm is not blacklisted/debarred.

7.2. The bidder must have registered software company facilitating web designing, online software development, online reports generation, image capturing, mobile application, real time monitoring and handling bulk data in web application under one roof and a secured environment as per the volume of work specified in scope of work Section III. The bidders must have following resources:

7.2.1. Minimum of 10 permanent well qualified software developer/ professionals on Rolls of the firm.

7.2.2. Dedicated security enabled servers in cloud computing environment in India with software firewall/antivirus/unified threat management software to protect against hacking attacks and threats.

7.2.3. Back up of data facility and disaster recovery management system should be incorporated in the proposed system automatically.

7.2.4. Technical support through dedicated resources shall be provided 24x7 to the University during execution of online applications for admission and examinations.

7.2.5. Hardware and software infrastructure facility relevant to the scope of work as mentioned section-IV.

7.3. Apart from above the bidder must be competent enough to undertake the following activities for smooth Mobile and Web-based Application for website upgradation, admission and examination applications.

7.3.1. Development of Mobile and Web based applications, and maintenance of such applications.

7.3.2. Incorporation of bulk SMS and Email support in website and mobile based applications.

7.3.3. Administrative rights (C-Panel) for analyzing the updated data and generation of customized reports dynamically.

7.4. The bidder is requested to examine all Instructions, Forms, Terms and conditions in the Bid Document. Failure to furnish all the information required as per Bid Document or submission of the bid not substantially responsive to the Bid Document in every respect shall be at the bidder's risk and may result in rejection of the Bid.

7.5. The bidder shall have adequate infrastructure, manpower and other resources to accomplish the entire end to end task as per the quantum of work mentioned in the bid document as well as the time frame specified by the University.

8. Amendment to Tender Document

8.1. At any time, prior to the deadline for submission of Bids, the University may amend the Bidding Documents by issuing an addendum/corrigendum.

8.2. Bidders are advised to keep themselves updated with the information displayed on the website www.himtu.ac.in. University shall not be responsible in case the Bidder does not receive such addendum/corrigendum in the manner stated above.

8.3. In case any clarification is required, the tenderer may seek it from Purchase Officer, H.P. Technical University Hamirpur before submitting the tender. The decision of the Purchase Officer, H.P. Technical University Hamirpur shall be final and binding on the tenderer.

8.4. The University may, at its discretion, extend the deadline for the submission of Bids.

9. Signing of Bid

- 9.1. The Bidder shall submit only one Bid.
- 9.2. The Bid shall be signed by the Bidder or a person(s) duly authorized to sign the Bid to the contract.
- 9.3. Failure to Bid by any of the instructions shall make the Bid liable to be rejected

10. Bid opening

The Committee of the University headed by the Purchase Officer shall open the Bids received, in presence of Bidders or their representatives, who may wish to be present at the time, date and place specified in the Bidding Schedule.

11. Evaluation

- 11.1. In all cases, the amount of EMD and validity shall be announced. Thereafter, the Bidder's names and such other details as the University may consider appropriate, shall be announced by the University. Any Bid from a Bidder, without EMD and Tender Cost shall be rejected by the University.
- 11.2. Technical Bid shall be evaluated by the Committee.
- 11.3. The evaluation of Technical Bids shall commence after its opening and evaluation shall be made with respect of Bid security, Eligibility criteria and other information furnished in Technical Performa of the Bid. On the basis of such evaluation a list of the responsive Bids shall be drawn up. The Financial Bids of only those Bidders, who qualify in the evaluation of the Technical Bids, shall be considered.
- 11.4. Financial Bids of only those bidders shall be opened who are found suitable and eligible as per technical bids. Bidders or their duly authorized representative(s) whose Technical Bids are found may attend the meeting of opening of financial Bids.
- 11.5. At the time of opening of 'Financial Bids, the names of the Bidders, whose Technical Bids were found responsive, shall be announced.
- 11.6. University shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the price of the services offered as indicated in the Financial Bid in Section V of the bid document.
- 11.7. If the University desires, the committee of University's officers may visit /inspect the firm to ensure competency and capability without disclosing the date of visit.

12. Award of Contract

Himachal Pradesh Technical University, shall consider placement of letter of intent to those bidders whose offers have been found technically and financially acceptable.

The bidder shall give his acceptance along with performance security in conformity within **7 (Seven) days** of issue of letter of intent.

13. Right to vary quantities

Himachal Pradesh Technical University shall have the right to increase or decrease the required services specified in the schedule of requirement without any change in charges of the offered quantity and in other terms and conditions at the time of award of contract and will have to made changes in the applications as per the functionality /requirements, as per the needs and regulation notified by the University/Govt. time to time throughout the contract period.

14. Security Deposit/Performance Security & Agreement

- 14.1.** Firm whose offer is accepted will have to deposit a security deposit/performance security equal to 10% of awarded amount within seven days from the issue of letter in the form of an account payee Demand Draft or duly pledged Fixed Deposit or Bank Guarantee from a commercial Bank in favour of Finance Officer, H.P. Technical University Hamirpur payable at Hamirpur (H.P.). EMD shall be refunded to the successful bidder on receipt of security deposit/performance security.
- 14.2.** Successful tenderer will have to execute an agreement on a Non Judicial Stamp Paper of Rs. 100/- in the prescribed form with the Registrar, H.P. Technical University Hamirpur and deposit security/performance security money within 7 days from the award of work, failing which the Tender will be rejected straightway. The performance security will be refunded after six months from the date of expiry of the contract. The University will pay no interest on security/Earnest Money Deposit.
- 14.3.** In case of breach of any terms and conditions of the contract or on unsatisfactory performance, the amount of security deposit/performance security can be forfeited by the University and decision of the university shall be final and binding on the tenderer. The expenses of completing and stamping the agreement shall be borne by the tenderer.

15. Forfeiture of Earnest Money

The earnest money may be forfeited in the following cases:

- 15.1.** When tenderer withdraws or modifies the offer after opening of the tender but before acceptance of the tender.
- 15.2.** When tenderer does not execute the offer agreement prescribed within the specified time.
- 15.3.** When the tenderer does not deposit the security money/performance security after the order is given.
- 15.4.** When the firm fails to commence the service as per the order within the time prescribed.

Note: University may award the work to any other bidder as the discretion of University or call for new bids.

16. Period of validity of bids

- 16.1.** The bid shall remain valid for 90 days after the date of Closing date and time of sale of bid. A bid valid for a shorter period shall be rejected by University as non- responsive.
- 16.2.** A bidder accepting the request of University for an extension to the period of bid validity, in exceptional circumstances, shall not be permitted to modify his bid.

17. Allotment Criteria

- 17.1.** Before allotment of work order, the University shall evaluate the Bids.
- 17.2.** The University may in its discretion redistribute allotment to eligible Bidder/keeping in view the capacity/prior performance of the Bidders, provided the Bidders are agreed to match the lowest evaluated substantial responsive Bid.
- 17.3.** If there are two or more lowest successful Bidders quoting equal rates, then the University may award the work to any one, keeping in view the Performance Certificates submitted or/and as desired in the best interest of University.

18. University's right to accept or reject any Bid or all the Bids

The Purchase Officer of University reserves the right to accept or reject any Bid and to annul the whole Bidding process and may reject all Bids at any time prior to allotment of work, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the University's action.

19. Corrupt or Fraudulent Practices

19.1. The University requires the Bidders to strictly observe the laws against fraud and corruption, as in force in India, namely, Prevention of Corruption Act, 1988.

19.2. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in agreement execution.

19.3. "Fraudulent practice" means misrepresentation of facts in order to influence a procurement process or the execution of a agreement which is detrimental to the University and include collusion practice among Bidders (prior to or after Bid submission) designed to establish Bid price at artificial, non competitive levels and to deprive the University of the benefits of free and fair competition.

19.4. If at any stage, it is found that a particular firm has misrepresented/concealed the facts or the contents of the documents and such documents submitted by the firm are found to be wrong or false, such conduct of the firm shall also be dealt with under fraudulent practices.

19.5. Any firm found involved in above cases may be blacklisted by the University.

20. Any point not covered under the Terms & Conditions of the Tender

For any point not covered under the provisions of the Tender, the Purchase Officer Himachal Pradesh Technical University shall be the final competent authority, whose orders in this regard shall be final and binding upon the Bidders.

21. Duration of work

The allotment of work shall be made for year 2019-2020 only in the first instance, which can be extended subject to the satisfactory performance and mutual consent.

SECTION-II

Commercial and Special conditions of Tender & Contract

A. Commercial conditions

1. Application

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein or in Notice Inviting Tender unless otherwise agreed by University.

2. Performance Security

- 2.1.** The successful bidder shall be required to deposit an amount equal to 10% of the tendered value of the assigned work within 7 days of conveying University's intention for accepting the bid as Performance Security.
- 2.2.** Performance Security shall be submitted in the form of DD/FDs/Bank Guarantee by a scheduled Bank.
- 2.3.** Performance Security shall be discharged after completion of contractor's performance obligations under the contract.
- 2.4.** If the contractor fails or neglects any of his obligations under the contract it shall be lawful for HPTU to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

3. Execution Time Limit

The time period as stipulated in the contract or letter of intent shall be deemed to be essence of the contract.

3.1. Tentative time line for execution of work

3.1.1. Issue of work order

HPTU shall consider placement of letter of intent after evaluation of financial bids, date of issue of work order is considered for deposit of security money, agreement, development, testing and making alive of applications along with the web portal.

3.1.2. Deposit of security money and preparation of Agreement

The firm whose Bid is accepted, shall Deposit Performance security and an agreement within seven days after issuing of work order.

3.1.3. Proto type development for web portal and applications

The firm shall have to develop and demonstrate the proto type of web portal along with the applications within twenty one days after issuing of work order.

3.1.4. Amendment in proto type

The firm shall have to make the amendment in the proto type of web portal & applications complete in all respect as per the scope of work (Section-III) as per the requirement of the University within a month after issuing of work order to make it alive on the web portal.

4. Payment Terms

- 4.1.** The payment shall be made in Two Stages i.e. 50% after Odd Semester Applications/jobs completion (April, to Sept.) and remaining 50% payment shall be made after completion of Even Semester (Oct. to March.) Applications/jobs including the payment of website,

upgradation & maintenance and hosting charges after deductions of penalties/errors/server downtime etc. (if any).

4.2. Performance security shall be released after completion of allotted project in all respects.

5. Penalty Terms

5.1. The errors other than input documents/applications errors (i.e. all type of documents/information) shall be the responsibility of the firm. The errors observed after completion of work, the firm/company shall have to pay charges as under:

5.1.1. The firm/company provides admin/access to generate server status report.

5.1.2. Any missing field due to failure of validation as instructed by the University @Rs.200/- per record.

5.1.3. For Server Breakdown more than one hour and upto three hours Rs- 10,000/-

5.1.4. For Server Breakdown more than three hours and upto eight hours Rs- 15,000/-

5.1.5. For Server Breakdown more than eight hours upto 24 hours Rs. 20,000/-

5.1.6. For Server Breakdown more than one day then penalty shall be decided by the Registrar of the University.

5.2. Failure on the part of the tenderer to complete the job as per "Time Schedule" shall render him liable to imposition of "Penalty" as per the following Schedule:

5.2.1. For delay from 1 to 2 days Rs 5000/-per day.

5.2.2. For delay from 3 to 4 days Rs 10,000/-per day.

5.2.3. For delay from 5 to 6 days Rs 20,000/-per day.

5.3. In case the delay is more than 6 days the tenderer shall be liable to be blacklisted, in addition to the penalties levied as per terms and conditions of the contract. However the decision of the Registrar of the University in this regard shall be final and binding.

5.4. If the firm fails to run the project at any stage they shall be mutually bound as follows:

5.4.1. If the failure is on part of the Tenderer, they shall be liable to return whole amount paid till date along with the interest @ 12% per annum for the period the amount remained with them together with penalty of amount equal to 50% of the total cost of the project allotted.

5.4.2. If the failure / deficiency is on the part of the office, it shall be liable to compensate suitably for the loss incurred by the Tenderer.

6. Rates

6.1. Rates inclusive of all duties, taxes and other levies all the activities as per scope of work in section III.

6.2. The rates quoted shall remain firm throughout the period of contract and this contract shall remain valid up to the date of completion of the job by the tenderer and shall not be subject to any upward modification whatsoever. Mutual amendments in the scope of work can be made.

6.3. The job shall be allocated on the basis of lowest total rate i.e. on the basis (as per Financial Performa Section-V).

6.4. Payment shall be made in Indian Rupees only.

7. Taxes And Duties

The tenderer shall be solely responsible for the payment of all taxes, duties, license fees, octroi etc. incurred. Income Tax and all other statutory taxes, etc shall be deducted at source as per prevalent rates announced by the competent authority from time to time.

8. Insurance

The University's office shall not pay for any insurance charges against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery etc.

9. Termination of Contract

- 9.1.** University May without Prejudice to Any Other Remedy for Breach of Contract may terminate the contract in whole or in parts.
- 9.2.** If the contractor fails, to execute the job within stipulated time frame or to provide Data/reports accuracy as desired or to the entire satisfaction of University.
- 9.3.** If the contractor fails to perform any other obligation (s) under the contract.
- 9.4.** University may without prejudice, to other rights under law or the contract provided get the services of other agencies at the risk and cost of the contractor, and in above circumstances and the contractor shall be liable for any loss or damages which the University may sustain by reason of such failure on the part of the contractor.
- 9.5.** If any application(s) is running at the time of termination/breach of agreement, the firm will complete such application(s) in all respect.

10. Termination for insolvency

University may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

11. Force Majeure

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of University as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

12. Arbitration

- 12.1.** In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the **Registrar, Himachal Pradesh Technical University Hamirpur (H.P.)**.

12.2. The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid arbitration and conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

12.3. The venue of the arbitration proceeding shall be Office of **Registrar, Himachal Pradesh Technical University Hamirpur (H.P.)**, or such other place as the arbitrator may decide.

12.4. Jurisdiction for all the matters related shall be district court Hamirpur only.

13. Set Off

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by University and set off the same against any claim of University for payment of a sum of money arising out of this contract or under any other contract made by contractor with University.

B. Special Condition of Contract

- 1.** The tenderer (s) shall give a certificate (in format as Section-VIII) to the effect that none of his/her relative is working in University as defined above. In case of proprietorship firm the certificate shall be given by the proprietor, for partnership firm certificate shall be given by all the partners and in case of Limited company by all Directors of the Company. Any breach of these conditions by the company or firm or any other person, the tender/work shall be cancelled and Bid Security/security deposit shall be forfeited at any stage whenever it is noticed. The University shall not pay any damages to the company or firm or concerned person. The company or firm or the person shall also be debarred for further participation in the concerned unit.
- 2.** HPTU reserves the right to divide the work among more than one bidder depending on the capability of bidder.
- 3.** The details of the system designing and programs shall have to be provided to the University. All Application software modules shall be the property of Himachal Pradesh Technical University Hamirpur. The Firm shall provide a current copy of all software Modules (Source Code) with training to at least two employees of the University.
- 4.** The time schedule may be required to be adjusted as per requirements of the University from time to time as the urgency of work.
- 5.** The confidentiality and integrity of data shall be maintained by the firm and no part of it shall be erased or modified without permission or divulged to any one without the permission of competent authority.
- 6.** The firm shall provide server space (unlimited) in state-of -the-art with a guaranteed up time of 99.9% service level agreement.
- 7.** The firm shall provide 24x7 technical supports for applications.
- 8.** The firm will provide Web security audit certification of website/web portal.

SECTION-III

Scope of Work

Existing Process

The University conduct the entrance Examination i.e. HPCET for all courses, introduced in the University and its 43 affiliated colleges. Online HPCET Application as per course-wise eligibility and admission criteria is developed & applications are invited from the admission seekers. On the basis of different eligibility and admission criteria, Online admission form for Direct/Lateral entry courses is developed and published on the website. Category-wise, Course-wise Offline counseling is conducted as per merit lists. Seats are allocated for all the University/affiliated colleges through centralizing counseling. Registration of students admitted in the University/ affiliated college is made offline. The students fill the online end semester examination forms (Half yearly) and subsequently in case of re-evaluation, the students fill the online reevaluation forms. Results are published on the websites. The website and application forms are developed and hosted by firm on own server.

Objective

Designing and Development of Comprehensive Web portal and Web based Applications for Admissions and Examinations of HPTU to facilitate the admission seekers/students/colleges and stakeholders.

A. Proposed System

1. Designing and Development of Comprehensive Web portal

To Redesign, develop, host, maintain and regular updation of the University Web Portal, the web portal must meet the following requirements:

- 1.1.** University require to redesign the CMS based Website(dynamic)on the existing domain having features like bilingual, effective navigation, comfortably viewed, quick to download, fast load times, Professional look with navigation/ search options & with good themes.
- 1.2.** Portal must be compatible with all popular web browsers and should not depend on any extra browser plugins.
- 1.3.** The design and development of the portal must fully comply with the Guidelines for Indian Government Websites (GIGW).
- 1.4.** The technology stack to run the portal should preferably be based on Open Source Software preferably on prominent technology.
- 1.5.** A user should be able to register on the web portal after verification of mobile number (using OTP) and email.
- 1.6.** The web site should include the ability for web content to be shared to social media networks.
- 1.7.** The web portal must implement the responsive user interface design so as to support mobile devices of different resolutions and orientations.
- 1.8.** The web portal must pull the relevant data from web services provided by other university web applications.
- 1.9.** The web portal must be contemporary in its design and presentation and all comprising web pages must be consistent with the brand identity of HPTU.
- 1.10.** The provided Content Management System (CMS) must include the ability to alter title tags, Meta descriptions, alt tags, and headers for effective SEO.

- 1.11. Archive section with auto content moving.
 - 1.12. Maintenance and development of Web Pages as per the time to time requirements of the University.
 - 1.13. Authority wise administrative rights on dash board for monitoring latest general & statutory reports.
 - 1.14. Web security audit certification for the web portal.
- 2. Designing and Development of Mobile & Web based Applications for Admissions and Examinations**

Incorporation of the requirements/functionalities as per the need and regulation notified by the University/Govt. from time to time the University desires to:

- 2.1. Design of HPTU web portal as the integral part of University website for pre & post admission processes, platform independent applications which can be used on mobiles as well as on desktops.
- 2.2. Design of different Admin logins with different access level rights for the admission seekers/students/parents/colleges/university and stakeholders.
- 2.3. Development, hosting and integration of the applications/data with the web portal.
- 2.4. The University desire the following functionality/requirement in each application as detailed below:

2.4.1. Admission

2.4.1.1. HPCET: In order to make HPCET more effective, the following functionalities are required in the mobile and web based applications:

- Development of online application form for conducting HPCET for various Courses/ programmes of University.
- Verification of applicants through after verification of mobile number (using OTP) and email.
- Uploading of photo and signature, editing of form during online filling by the applicants, generation of PDF form on the format as devised by the University.
- Provision for making payments through online (bank gateways)/offline (Challan).
- SMS facility on mobile & email for sending user credentials, form fee receipt, webpage messages, PDF, HPCET result and admission notice etc.
- Provision for Admin Panel at University level to access and making amendment in application/form's data, updation/uploading of challan bank transactions, view/download center-wise course-wise customized report in excel/PDF format.
- Creation of Examination Centres for the conduct of HPCET test.
- Generation of Admit Card, Program-wise & Centre-wise cultists, and Attendance sheets of fee verified records/finally submitted forms.

- Updating of attendance of candidates appeared in the entrance examinations.
- Publishing the HPCET result on University web portal and preparation of Course-wise result Gazettes.

2.4.1.2. Admission application

- Development of Admission Form as per the course-wise eligibility, admission criteria's as provided by the University.
- Integration of HPCET user credentials along with application data of candidates who is qualifying the eligibility & admission criteria as incorporated in the admission brochure.
- Provision for filling additional information by the HPCET appeared candidates as required in the admission form.
- Registration of admission seekers after verification of mobile number (using OTP) and registered email.
- Provision for updating National Level Entrance Tests /academic awards.
- Sending of user credentials, WebPages messages Payment confirmation, PDF report through SMS on mobile and on registered email.
- Making the provision for online/offline (Challan) Payment, uploading of photo and signature, editing of form during online filling by the applicants.
- Generation of PDF form as the format devised by the University.
- Provision for Admin Panel at university level to access/view the data, upload/ updation of transactions, view/download customized report in excel/PDF format.

2.4.1.3. Merit Lists

- Generation of course-wise, category-wise merit lists of candidates who finally submitted the admission form(fee verified) for direct and lateral entry courses as per eligibility & admission criteria's and as per other guidelines mentioned in the admission brochures of various courses.
- Admin Panel for University to update college-wise, course-wise, branch-wise, category-wise seats of University/affiliated colleges.
- Integration of category-wise merit lists with course-wise category-wise institution-wise seats allocation.
- Admin panel for allotment of course-wise category-wise seats as per Merit lists during first and successive round of counseling.
- Making provision to print the Admission offer letters as per the format devised by the University. Provision for sending email of the offer letter to the applicants, colleges (seat allotted) and University.

- Provision for Admin panels for colleges and University to viewing course-wise, category-wise seat allocation/filled status and for updation of admitted students' status.

2.4.1.4. Registration Application

- Development of the registration form as per University requirement.
- Integration of admission form credentials along with application data who have admitted in the colleges and verified by the authority through successive rounds of counseling.
- Provision for making fee payment of admission form online/offline mode.
- Provision for editing the registration form at students, colleges and university level.
- Admin panel for verifying registration form data by colleges/ University.
- Generation of registration number and printout of University Registration Card of verified students, downloading through web portal and delivery of SMS on mobile/email.

2.4.2. Examination Process (Odd and Even Semesters)

2.4.2.1. Pre-examination job

- Designing of examination form and integration reappear paper database from the old results and compulsory and optional papers for regular candidates as per the requirement of the University for conducting regular/reappear/Special Chance examinations.
- Making provision for online/offline payment mode as per University examination fee notifications.
- Editing of examination form at students/college/University level and Generation of PDF as per university requirement.
- Admin panels for the Colleges for the verification of students, collection of regular student's examination fee (offline/online) at college level and downloading the course-wise, branch-wise college verified examination forms list/customized reports.
- Generation of form lists as per the requirement of colleges/University.
- Admin Panel for University for overall control of form.
- Creation of examination centre, generation of admit card and centre-wise cultists, attendance (practical/paper) sheet as per the university requirement.

2.4.2.2. Post-examination job

Development of post examination module and generation of result with following functionality:

- Admin Panel for colleges to upload/update internal assessment marks and updation of detained students.

- Integration of theory marks as provided by the university.
- University Admin Panel for the updation of UMCs/RLE/RLF/Eligibility fee etc.
- Formulation of results as per defined University Criteria.
- Publication of results on web portal and creation of DMCs.

2.4.3. Re-evaluation (Odd and Even Semester)

- Designing of form and integration of results (regular/reappear) and other information as filled by the students during filling of registration/admission/examination form.
- Provision for making online and offline re-evaluation form payment as per university notifications.
- Generation of PDF of reevaluation form.
- Admin Panel for university for editing form, updating/uploading challan transaction, filling the form within the time period as notified by the University.
- Admin Panel to update re-evaluation results on web portal.
- Displaying of re-evaluation results on web portal.
- Updation of reevaluation marks in master result database for generation of history sheet of students.

Note: Number of students' records 50,000 approximately in each application, No. of applications/forms and their features are tentative, which can be changed as per the requirement of the University.

B. Responsibilities of University

- University will provide all the metadata regarding master databases.

Note: Above data shall be required for the application to populate it for the end user through different logins.

C. Responsibilities of firm

- Take over the existing source code of existing website and all applications along with the licensed data from the firm/University.
- Integrate the newly redesigned website with the application(s)/data.
- To develop such a mechanism which provides end to end solution (development, maintenance of such an applications) for filling of online application by the applicants / students through a reliable, robust and efficient multiuser and platform independent software with security features.
- Provision for generation of various customized MIS reports to monitor the progress and admin panel for colleges/ University.
- To provide secure applications for sensitive data of the University.
- Multi-tier security mechanism for data loss and recovery.
- Session Management – user log details with security enabled features.
- Different access rights at different levels (after due approval of the authority shall be implemented in the software).

- Confidentiality and security of data shall be full responsibility of the firm.
- No data/information shall be shared/divulged without due approval of the authority.
- Mobile and web based application shall be able to handle around 50,000 simultaneous hits by users with all browsers.
- Back up of data shall be maintained and recovered automatically.
- The training for usage of application shall be imparted to the officials of the University and training for at least two employees of HPTU on source codes, host and maintain. Resource person of the firm should be available in University at the time of testing and implementation of applications with additional support throughout the contract period.
- The data shall be provided in the desired format as required for further processing.
- Latest technology incorporation shall be the responsibility of the firm.
- System analysis, design and testing shall be responsibility of the firm.
- Proprietary rights including the source codes (website & developed applications) will be of the University.

D. Month wise Work Description

1. Website web pages development and maintenance, upload etc. (whole year)
2. Tentative schedule for web and mobile based applications for admissions and examination is as follows:

i) Month	March-April Re-evaluation application (Even Semester)
ii) Month	May Examination application (Odd Semester) Examination Admit Card and Cut lists
iii) Month	June Admission application Re-evaluation (Odd Semester)
iv) Month	July & August Merit Lists for admission and counseling
v) Month	September Registration of students
vi) Month	October Examination application (Even Semester)
vii) Month	November Examination Admit Card and Cut lists
viii) Month	December & January Re-evaluation (Odd Semester)
ix) Month	February HPCET

SECTION-IV

Himachal Pradesh Technical University Hamirpur (H.P.)-177001

Technical Bid Proforma (Cover-A)

(To be submitted separately in sealed envelope)

Name of Company with Complete Address	Attachment(Y/N)	Page No.
Established since		
Address		
Phone with STD Code		
Mobile		
Email id		
Name of Proprietor of the firm		
Year of establishment		
Turn Over for the last three (3) financial years in lakhs i.e. 2015-16, 2016-17, 2017-18 (please attach CA certified balance sheet)		
Blacklisted/debarred? (Attach Affidavit)		
Declaration about relationship with HPTU Employee		
Total work Experience (Board/University)		
Performance Certificate/Work completion Certificate		
Hardware (as Details of Infrastructure attached)		
GST registration number (Attach copy)		
PAN Card and Latest two Income Tax Returns		
ISO 27001 OR CMMI Date of issuance. Issuing authority. Validity of Certificate.		

Note: Self attested attach documentary proof of all the above.

Details of Last Three Year Satisfactory Performance Certificates

Name of Application/Project	Name of Client	Contact person	Contact Number	Volume of Work	Duration of Work

Details of Infrastructure:

Item Name	Description/Model/Company	Nos.	Specification
No. of Employees Permanent well qualified software developer/ professionals on Rolls of the firm.			
Cloud Server/Firewall/antivirus/ unified threat management system			
Disaster recovery management system to recover within 24 hours			
Separate backup server shall be maintained for database backup			
Technical support provided 24x7 to the University			
Other infrastructure facility relevant to the scope of work as mentioned Section-III			
Number of license software set			
Technical deviation, if any			

Certified that all the terms and conditions of this TENDER, in view of scope of work, are accepted by us.

Dated

Signature of the Owner with rubber seal of the firm

SECTION-V

Financial Bid (Cover-B)

(To be submitted separately in the sealed envelope)

RATE FOR THE WORKS INDICATED IN THE BID DOCUMENTS

Certified that after going through the above terms & conditions with scope of work attached, I/We submit our rates inclusive of taxes as applicable:

1. Name of the firm : _____
2. Address of the firm : _____

3. Contact No : _____

Please read general term & conditions. Quoted rates must be inclusive of all duties, taxes and other levies all the activities as per scope of work and shall remain fixed throughout the contract period.

Work

Work description	Rate in figure inclusive GST and any other taxes and charges. (In Indian Rupees)	Rate in words inclusive GST and any other taxes and charges. (In Indian Rupees)
Designing and Development of Comprehensive Web portal for HPTU & Design and Development of Web based Applications for Admissions and Examinations mentioned in the scope of work including hosting.		

Dated

Signature of the Owner with rubber seal of the firm

SECTION-VI

BID FORM

Tender No.....

Dated at.....

A: (Name & Address of the Purchaser)

Dear Sir,

Having read the conditions of contract and services, We undersigned, offer to provide Designing and Development of Comprehensive Web portal for HPTU & Design and Development of Web based Applications for Admissions and Examinations mentioned in the scope of work including hosting with the conditions of contract and specifications for the sum shown in the schedule of prices and made part of this Bid.

- We undertake, to enter into agreement within **seven days** of being called upon to do so and bear all expenses including charges for stamps etc. and agreement shall be binding on us.
- If our Bid is accepted, we shall Deposit Performance security equal to 10% of awarded amount in the form of Bank Demand Draft/FD/Bank Guarantee of scheduled bank.
- We agree to abide by this Bid for a period of **90 days** from the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period.
- Until an agreement is signed and executed, this Bid together with written acceptance thereof in your notification of award shall constitute a binding contract between us.
- We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated

Signature of in capacity of duly authorized
to sign the bid for and on behalf of Witness

Address.....

Signature

SECTION-VII

Letter of Authorization For Attending Bid Opening

To

Purchase Officer,
Himachal Pradesh Technical University Hamirpur (H.P.)-177001

Subject: Authorization for attending bid opening in the Tender Designing and Development of Comprehensive Web portal for HPTU & Design and Development of Web based Applications for Admissions and Examinations mentioned in the scope of work including hosting.

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of (Bidder) in order of preference given below:

Sr. No.	Name	Specimen Signature
1		
2		

Alternate Representative
Signature of bidder

Or

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

Note:

- 1. Maximum of two representatives shall be permitted to attend bid opening. In cases where it is restricted to one, first preference shall be allowed. Alternate representative shall be permitted when regular representatives are 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.**

SECTION-VIII

Declaration Regarding Near Relationship with University Employee

S/o _____

R/o _____

Hereby certify that none of my relative(s) as defined in the Tender/Bid document is employed in University. In case at any stage, it is found that the information given by me is false/ incorrect, University shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Signature:

Name:

Signed in capacity of:

Date:

SECTION-IX

Declaration

I _____ Designation, _____ do hereby declare _____ (Name of the firm) that our firm is not blacklisted/ debarred/prohibited by Government of India/ Government of Himachal Pradesh or by any other State Government or Board/University nor any case including criminal, civil or any enquiries pending against the firm.

Signature of M.D.

(Or)

Authorized person

Note: This Declaration must be attested by Ist Class magistrate/Notary on the Stamp Paper of Rs. 100.