

Central University of Jammu
Rahya-Suchani (Bagla), Distt. Samba, Jammu, J&K-181 143
www.cujammu.ac.in | Ph: 01923-249658



e-Tender No: 01/2021-22

Tender Notice & Document for
Design, Development & Maintenance of Dynamic Website for
Central University of Jammu

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SCHEDULE OF TENDER

Central University of Jammu (CUJ) invites bids through e-tendering mode from reputed, and experienced agencies / firms, having expertise in design and development of websites as Service Providers (SP) that have proven track record. Bids shall be submitted through online mode only at <https://cujammu.euniwizarde.com>

Tender Notice Number	:	01/2021-22
Release Date of the Tender	:	05.05.2021
Last date for the submission of Tender	:	28.05.2021 at 14.00 Hrs
Opening date of Tender	:	28.05.2021 at 15.00 Hrs (In case tender opening day declared holiday for any reason the tender will be opened on next working day at same time.)
Name and Address of the University	:	Registrar, Central University of Jammu Rahya-Suchani (Bagla), Distt. Samba, Jammu, J&K-181 143 www.cujammu.ac.in
Telephone	:	Ph: 01923-249658
E-Mail Address	:	registrar@cujammu.ac.in & purchase@cujammu.ac.in
Earnest Money Deposit (EMD)	:	EMD of Rs. 60,000/- must be submitted through Netbanking/Debit/Credit card/ RTGS/NEFT challans @ https://cujammu.euniwizarde.com

S. No.	Software	EMD
1.	Design, Development, Maintenance & Hosting of Website	Rs.60,000/-

Note: As per the OM No. F9/4/2020-PPD, Ministry of Finance, Department of Expenditure, MSME's and firms registered with concerned Ministries/Departments are exempt from submission of EMD. Bidders claiming **EMD exemption** shall submit valid "**BID SECURITY DECLARATION**" certificate along with tender.

TECHNICAL SPECIFICATIONS

Design, development and hosting of website of Central University of Jammu

1. Introduction / Purpose:

The Central University of Jammu came into existence on August 08, 2011, with the appointment of the first Vice-Chancellor. It was established by the Central Universities Act, 2009 (Act No.25 of 2009 read with the Central Universities Act, 2009).

The purpose of this document is to invite a suitable service provider for “Design, Development, Maintenance & Hosting of Central University of Jammu Website”. The website shall serve as a powerful communication tool in reaching to the potential stakeholders. Central University of Jammu plans to have a dynamic state-of-the-art web site that would truly reflect the vision of the university, be a lively platform, and add to the university’s vibrant academic environment and campus life.

To meet this objective, CU Jammu invites reputed, and experienced agencies / firms, having expertise in design and development of websites as Service Providers (SP) that have proven track record.

2. Scope of Work / Features required:

Website design, development, hosting and maintenance with Web Content Management Systems (WCMS) for the website. **The website should be developed using Free and Open Source Software (FOSS) only independent of platform.** In case closed source software is to be used, justification for using the same must be provided. Following shall be covered under the scope of work:

1. Design and Development of the website:

- The agency must study the existing website of the university and design the website as per the features mentioned in this document. The agency needs to prepare different templates for the homepage, contents of the website and sitemap which would be presented to and finalised after consultation with the notified committee.
- Aesthetics design/contrast/colour combination must follow latest W3C Web Content Accessibility guidelines to make the website accessible to persons with disabilities.
- No existing web templates to be used. Design must be made from scratch.
- Website design must allow flexible font size, and adaptive carousals making website independent of platform (OS), browser, device and resolution.
- Breadcrumb navigation to be deployed for the entire website.

2. **Website must ensure 100% compliance to the latest Guidelines for Indian Government Websites, GIGW.**
3. Website must be compliant to World Wide Web Consortium Web Content Accessibility Guidelines 2.0 incorporating features like voice enabling, enhancement of font size etc.
4. Website must support multiple languages. English and Hindi to be mandatory.
5. Website must provide provision for secure integration with Payment Gateway for online payment transactions, allowing the admin to configure the payment portal webpage.
6. Website must provide a search module for efficient information retrieval.
7. **Website must be STQC approved. Final acceptance of the website will depend on the STQC approval.**

8. Website must provision migration of data from old website to new website
9. Website must incorporate necessary security features against hacking/defacement. Logins and payment transactions must operate on secure protocols.

3. Overview of the functionalities required:

The website shall be based on a Web Content Management System. Facility to update the content by multiple users (role based) through browser based administrative module using WYSIWYG or similar editing tools allowing non-technical users to create and edit the micro sites.

1. Module segregation: The content is to be stored in the database and design is to be controlled by using cascading style sheets.
2. The WCMS website shall be able to create micro sites for departments within the main website.
3. Facility to manage departmental news/events/notification through an administrative control panel. Administrator must be able to upload pictures and videos to their events.
4. Media Management System: Super admin must be able to manage the photo and video gallery on the main website. While micro site admin may have the same privilege only to their micro site.
5. User Management: Super admin must have the privilege to create an admin for a micro site.
6. Menu Management: Ability to add, move, delete, modify menus on the site and micro site.
7. Multilingual Content: Ability to create the content in multiple languages (English and Hindi mandatory).
8. Content Editing:
 - WYSIWYG or similar interface for content editors.
 - Compatible on all browsers and allow mobile editing.

4. Functionalities:

Outline of various features and functions desired are listed below: These features shall be liable to change as per the requirements of the university during the course of the website development.

4.1 User Management:

- Role based user management must be followed.
- Super admin shall have the rights to edit in the main website. Super admin can create/edit/delete departments, micro sites, and their respective admin.
- The micro site admin shall have the privilege to create/manage/update the web content of their microsite.
- Super admin must be able to add, move, delete, and modify menus on the website.
- Super admin must be able to create sub-domain, forms and web portals within main website.

4.2 Website Layout:

The layout shall be designed by the agency in active association with the committee representing CU Jammu for website development. The layout of the website must be customizable. Following is the overview of the website layout:

- Header: CUJ Logo, date & time, search box & sitemap
- Home Page:
 - Menu with navigation links
 - 360 degree view of the campus and internal buildings.
 - Photo & video gallery slider
 - Vertical scroll for events/news, orders, notifications and announcements
- Navigation Links:

- About
- Governance
- Academics
- Campus Facilities
- Student Corner
- Admissions
- Tenders
- RTI
- Research
- Faculty
- Downloads
- Footer:
 - Visitor Count
 - Privacy Policy
 - Contact Us
 - Social Media Accounts

4.3 Micro sites:

Dynamic provisioning for micro sites is desired. Super admin must be able to create micro sites for departments/centres/committee and their corresponding admin. The admin shall have access to their micro site with rights to create menu, upload photos and videos, and update the content in their micro site. In general, following micro sites are required:

- Departments
- Centres
- Admissions
- Central Library
- RTI Portal
- Placements
- Tenders
- Library

Provision to create new micro sites must be provided. Super admin must have the right to provision a new micro site as required.

5. **Security, hosting, and maintenance:**

The agency shall ensure following safety features are mandatorily provided:

- Tools for controlling and monitoring website security.
- Protection against hacking/defacement etc.
- Security features to protect website from session hacking, SQL Injection, cross scripting, denial of service etc.
- STQC approval
- The agency shall host the website on a dedicated web server, ensuring at least 99% uptime.
- In case of an unfortunate event of hacking/defacement, the agency shall ensure the website is restored to normalcy at the earliest followed by submission of comprehensive report indicating the point of exploitation and shall make necessary amends to mitigate the point of exploitation at no extra cost. A disaster Recovery Plan must be submitted as part of proposal.
- Maintenance of the website must be offered by the agency for a minimum of 3 years.

- The hosting shall be provided by the agency, for a period of 3 years on a dedicated server.
- The agency must provide support to the university in future for migrating the university website on the local data server at Central University of Jammu, as and when requested.
- The agency shall host the existing website for a period of minimum 6 months on a sub-domain.

6. Web Development Standards:

Website must be developed with latest technology, using up-to-date development tools and software. The development approach must conform to the best practices in the website development and maintenance. It must adhere to commonly accepted standards and practices. Usage of Closed Source Software should be avoided and Free open source software must be used.

7. Acceptance Testing:

The final version of the website shall be tested by Central University of Jammu or its appointed representative to inspect, test and evaluate the website and determine whether the website satisfies the acceptance criterion as agreed upon. Agency shall rectify the deficiencies and other deviations from the work plan as identified by the university immediately and not later than 10 days from the day of intimation by the Central University of Jammu. Re-evaluation shall be done by the representative to accept the updated version. Final payment release shall be subject to Central University of Jammu conveying acceptance after evaluations.

8. Training:

The agency shall provide training in the use/maintenance of the website. Knowledge transfer of technical aspects of the website maintenance shall be carried out for a minimum of 2 weeks. Complete website source code and other technical documents associated with the website development, administration and use shall be provided to the university. The training shall be extended to Central University's user department personnel associated with maintaining the micro sites. The agency shall provide on-site technical support and assistance as and when the university decides to host the server in-house.

9. Deliverables:

- The website needs to be delivered on turn-on-key basis within 6 months from the date of award of contract.
- Hardware and software specifications required.
- Work Plan schedule.
- Source code & databases with complete documentation (Including all manuals).
- Tools with licenses (If any).
- Training Plan.
- STQC approval
- Commitment letter for non-infringement of trademark and copyrights.
- Confidentiality and non-disclosure agreement.

10. Change in Scope of Project:

All changes required shall be communicated by the way of a proposal through email from Central University of Jammu specifying the changes. Only major changes requiring substantial development effort and allocation of resources shall constitute change in scope of project. All work accepted as amendment to the work plan originally agreed upon shall be deemed to be covered under the contractual agreement already entered into. Template

design/aesthetic changes during the development of the website shall not be considered as change in scope of project.

11. Copyright/License Violations & Provision of Legal Copies:

Central University of Jammu shall not be responsible against any liability for the use of software with regard to copyright / license if any.

12. Confidentiality and Non-Disclosure Agreement:

The agency undertakes to comply with all confidentiality and non-disclosure conditions spelt out in the contract agreement, and confirms that this shall be binding upon the company and all its employees, and associate partners if any who are or may be involved in the project at any stage.

13. Trademarks & Copyrights:

- The deliverables and any other documentation materials or transfer of all related intellectual property rights or works commissioned by Central University of Jammu and as such shall be the sole property of Central University of Jammu and university shall be vested with all right, title and interest therein.
- The copyright in respect of all works associated with the Website developed for Central University of Jammu shall be vested with the Central University of Jammu. All associated patents, copyrights and trade secret rights shall be exclusive property of Central University of Jammu.
- Agency shall provide to the university the complete source code with database, all related dependencies, along with all related intellectual property rights of the modified source code to Central University of Jammu, used for website development.
- The agency shall also assist the university in installation/commissioning the website if there is a relocation of the website hosting.

INSTRUCTIONS TO BIDDERS FOR E-TENDER:

Special Instructions for e-Tender. Submission of online Bids is mandatory for this Tender.

For conducting electronic tendering, CUJ is using the portal <https://cujammu.euniwizarde.com> of M/s ITI Ltd, a Government of India Undertaking.

1.0 Tender Bidding Methodology:

The offer should be submitted through e-tendering mode in the website <https://cujammu.euniwizarde.com> containing two e-bid viz. Technical and Financial Bid. The Bids will be uploaded along with all signed and scanned documents those are required for particular tender.

Digital Certificate:

It is mandatory for all the bidders to have class-III Digital Signature Certificate – Signing + Encryption (in the name of person who will sign the Bid) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA's from the link www.cca.gov.in) to participate in e-tendering.

2.0 Registration:

To participate in the e-tendering submission, it is mandatory for applicants to get registered their firm/company in e-tendering portal of ITI. <https://cujammu.euniwizarde.com> to have user ID & password from M/s ITI Ltd., The Annual registration charges for vendors/suppliers are Rs.2000/+18%GST-per annum (Pay Online). The procedure for the registration is as under:

- 1) Go to the website <https://cujammu.euniwizarde.com> In the home page, click on “Registration”

2) In the Vendor Registration form, vendor has to fill up the all mandatory applicant details. After submission of registration form, you will get the verification link on your registered mail id, after verification you log in your account with your user id and password and complete the all activity related to registration etc. Document uploading, paid registration fee, after completion of registration payment, you need to send your acknowledgement copy on our held desk mail id helpdeskeuniwizarde@gmail.com ewizardhelpdesk@gmail.com for activation of your account.

3.0 SEARCHING FOR ONLINE TENDER DOCUMENTS

There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Item/work id, Title, Date, etc.

Once the bidders had selected the tenders in which they are interested, bidder can pay the processing fee **Rs. 5000.00 + GST (NOT REFUNDABLE)** by Net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fees, tenders will be moved to the respective "Register" Tab. This would enable the e-tender Portal to intimate the bidders through e-mail in case there is any corrigendum issued to the tender document.

Please feel free to contact ITI Helpdesk (as given below) for any query related to e-tendering. (Mon to Fri - 10 AM to 05 PM)

1. **Helpdesk landline No: 011-49606060**
2. **Mr. Akshay : 93550 30623**
3. **Mr. Anand : 93550 30602**

INVITATION FOR BIDS

Invitation for bids through the Tender Notice is for selection of the firm also called the "bidder" capable of creating Dynamic website of Central University of Jammu 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 **ONLINE** or before the last date.

1. **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).
2. **Bid preparation and submission costs-** The bidder shall bear all costs associated with the preparation and submission of the bid and CU Jammu will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
3. **Language of proposal-** The bids and all correspondence and documents shall be written in English and/or Hindi.
4. **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.

Registrar
Central University of Jammu
E-mail:-registrar@cuammu.ac.in

5. The University will respond to any request for clarification of the bidding documents, which it receives not later than 15 days from the date of receiving the query.

6. Experience & Bidder Profile-

Fulfilment of the following conditions will be necessary for any firm participating in the bid:

- 6.1 The firm should have a minimum of 03 (three) years experience from the last date of submission of bid in design, development, and providing maintenance and management services of websites/portals/web applications. Copy of work order, completion certificate and performance certificate are required to prove the eligibility.
- 6.2 The firm should have designed, developed and maintained at least 01 (One) website for any university or educational institute for a minimum of 1 year. Copy of work order, completion certificate and performance certificate are required to prove the eligibility.
- 6.3 The firm should have cumulative turnover of at least Rs. 50 Lakhs for last three financial years ending on 31st March 2021 or at least Rs. 20 Lakhs for the last financial year ending on 31st March 2021. Copy of Balance Sheets and P&L account duly certified by a Chartered Accountant along with ITRs of above said three financial years should be submitted.
- 6.4 Firm should have GST registration certificate and PAN and other statutory documents.
- 6.5 The bidder should have the capability of handling multi-language projects and should attach proof/certificate for the same.

Note: - The Bidder of Class I (More than 50% local content) and Class-II (Local content more than 20% but less than 50%) are Exempted for Experience/ Turn Over in compliance to GoI Orders.

- 7 **Amendment of Bidding Documents-** At any time before the deadline for submission of bids, CU Jammu, 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 CU Jammu 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, CU Jammu reserves the rights to extend the deadline for the submission of bids and the same shall be notified on the CU Jammu website.
- 8 **Performance Security-** On receipt of notification of award from the University, the successful Bidder shall furnish the performance security at **3%** of the cost of website designing and development in the form of PBG/DD in favour of The Central University of Jammu or in the form of Bank Guarantee or in another form acceptable to the University. Failure of the successful bidder shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the University may make the award to the next lowest evaluated bidder or call for new bids. Performance Security should be valid up to two months beyond the expiry date of warranty obligation / maintenance period.
- 9 **Rejection of Bids:**

CU Jammu reserves the right to reject bids in the following cases:

 - 9.1 If bidders give wrong information in their bid, University reserves the right to reject such bids at any stage and forfeit the Earnest Money Deposit / Performance Bank Guarantee and cancel the order, if awarded.
 - 9.2 Incomplete bids are liable to be rejected.
 - 9.3 If the technical offer contains any price information the offer will be summarily rejected.
 - 9.4 Canvassing in any form in connection with the tender is strictly prohibited and the bids submitted by the bidder who resort to canvassing are liable for rejection.
 - 9.5 Unsigned tenders/bids, unattested corrections and over writing by bidders are also liable for rejection.
 - 9.6 The schedule for accepting the tenders shall be strictly followed- late tenders shall not be accepted.

- 9.7 Bids submitted without supporting documents as mentioned or required to submit with bids are liable to be rejected.
 - 9.8 The Tenderers must confirm in their bid acceptance in full of the terms and conditions in this enquiry. Any non-acceptance or deviations from the terms and conditions must be clearly brought out. However, tenderers must note carefully that any conditional offer or any deviation from the terms and conditions of this enquiry may render the quotation liable for rejection.
 - 9.9 Each page of the tender document including all annexure duly stamped and signed by the bidder as acceptance of all tendered terms & conditions must be submitted along with the tender bid and tender should be page numbered.
- 10 **Modification and withdrawal of Bids-** The Bidder is not permitted to modify, substitute, or withdraw the bid proposal after submission.
 - 11 **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.
 - 12 **Bid Submission-** Tenders shall be submitted in 2 parts. Part A (Technical Bid) and Part B (Commercial/ Finance bid) Technical bid as per annexure 1(A) to 1(C) and financial bid as per Annexure II . Technical Bid part A should contain all technical document along with tender fee & EMD.
 - 13 The bidders may be requested to deliver the Power Point Presentation of their proposed model at their own expense during evaluation of technical bid.
 - 14 Bids received after closing date and time, will not be accepted.

TECHNICAL BID

Annexure I (A)

PROFORMA

For

Technical Bid for Design and Development of dynamic Website of Central University of Jammu
Details of the Bidder:

1.	Name of Firm/Agency and its Address:	
2.	Registration Number:	
3.	Telephone No. (Landline):	
4.	Fax No.:	
5.	Mobile No.:	
6.	Email Address:	
7.	Name & Address of Branch, if any:	
8.	Type of Organization: (Whether proprietorship/ partnership/ society/Private Limited/ Public Ltd. or Co- operative body etc., attach proof)	
9.	Name of Proprietor / Partners / Directors of the Organization:	
10.	Details of the Payment of EMD (Refundable without Interest): (Exempted with Bid Declaration Form)	UTR No : _____ Date: _____ Amount: _____ Drawn from the Bank: _____
11.	Details of PAN & GST:	

Name and signature of the authorized person of the firm along with seal

Technical Bid should indicate following information along with the supporting documents:

SN.	Documentary Proof of	Attached (Yes/No)
1.	Company Registration / Partnership Registration Certificate. (Certificates need to be attached)	
2.	Proof of Experience for design, development, and providing maintenance and management services of websites/portals/web applications (Minimum 03 Years)	
3.	Proof of Experience for designed, developed and maintained at least 01 (One) website for any university or educational institute for a minimum of 1 year	
4.	Proof of cumulative turnover of at least Rs. 50 Lakhs for last three financial years ending on 31st March 2021 or at least Rs. 20 Lakhs for the last financial year ending on 31st March 2021. Copy of Balance Sheets and P&L account duly certified by a Chartered Accountant along with ITRs of above said three financial years.	
5	Capability of handling multi-language projects and should attach proof/certificate	
6	Declaration of Bidder for Class-I or Class –II Service Provider for exemption of Experience and turnover	
7.	GST Number.(Certificates need to be attached)	
8.	Permanent Account Number (PAN) issued by Income Tax Department.	
9.	Certificates / Undertaking to the effect that the bidder had never been blacklisted by any of the Government Organization / Agencies.	

Name and signature of the authorized person of the firm along with seal

Note: - The Bidder of Class I (More than 50% local content) and Class-II (Local content more than 20% but less than 50%) are exempted for Experience/ Turn Over in compliance to GoI Orders.

Please submit the declaration of Class of Supplier

Annexure I (B)

Agency's Profile

Clients Details where development of WCMS based Websites have been undertaken Name & Address of Client	
Type of Client	
Place(s) of Service	
Whether the Websites developed were multilingual	
Duration	
Total Number of manpower Deployed	
Quantity of work (in no. of WebPages)	
Cost of the project	
Approximate value of Service (in Indian Rupees)	
Details of Hardware/ Software/Technology used	
Any special features of the project which the Agency may like to specify	
Name, title and Contact details of the contact at Client location	

Note:

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

Name and signature of the authorized person of the firm along with seal

PROFORMA FOR DETAILED TECHNICAL PROPOSAL CONTENT

For

Design and Development of dynamic Website for Central University of Jammu

The technical proposal of the bidders should contain the following minimum information. Bidders are free to provide, any other information that they deem fit and relevant in support of their bid.

Section-1: Company / firm

- A. In this section the contractor should highlight about their company, how it is organized (organization structure), its capability and a brief about its key personnel.

Section-2: Description of the Approach, Methodology and Work Plan

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present this section of the technical proposal:-

- A. **Technical Approach and Methodology:** In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
- B. **Work Plan:** In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports.

Name and Signature of the authorized person of the firm along with seal

FINANCIAL BID

PROFORMA
For
Financial Bid

Design and Development of dynamic Website of Central University of Jammu

SN.	DESCRIPTION	COST IN RUPEES
1.	Design & Development costs	
2.	Maintenance and Hosting Charges for 03 (Three) years	
3.	Licenses costs, Software costs etc., if any	
4.	Other charges, if any	
5.	Discounts, if any	
6.	GST and taxes, if any	
7.	TOTAL COST: [1+2+3+4+5+6]	

GENERAL/SPECIAL TERMS

&

CONDITIONS & DECLARATION BY THE

TENDERER

General Terms and Conditions

(a) CU Jammu reserves the right to terminate the bid process

CU Jammu 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 CU Jammu action.

(b) Obligations of the selected agency

The Agency selected for Developing / Designing of Website of CU Jammu 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 CU Jammu and shall, at all times, support and safeguard CU Jammu legitimate interests in any dealings with third parties.

(c) Penalties

Performance of Services shall be made by the selected Agency in accordance with the time schedule specified by CU Jammu 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 0.5% of the total amount of contract per week of delay subject to a maximum of 10% of the value of the contract which will be recovered from the pending bills. A Committee would be set up by the CU Jammu to assess the quality of the website created. CU Jammu 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.

(d) Outsourcing of Developing / Designing of Website of CU Jammu

The selected agency shall not outsource the Developing / Designing 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. CU Jammu 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.

(e) 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, CU Jammu reserves the right to suspend payments for such developing / Redesigning of Website work.

(f) Indemnity

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

(g) Payment Terms

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

- i. 70% on final commissioning of the website after acceptance of CU Jammu.

- ii. 10% on completion of one year from the date of final commissioning.
- iii. 10% on completion of second year of hosting from the date of final commissioning.
- iv. 10% on completion of third year of hosting from the date of final commissioning.

(h) Special Terms & Conditions

- The bidders are required to quote their lowest rates for Developing / Designing of Website of CU Jammu. The rates so quoted should be all inclusive (cost of hardware/software/manpower etc.).
- 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.
- The successful bidder shall compile and make an instruction manual for Developing / Redesigning of Website of CU Jammu and the same shall be provided to the CU Jammu for use of its staff for carrying out the use, administration, updating, information etc.
- The bidder shall have to arrange its own staff. The CU Jammu would neither bear any expenses nor accept responsibility for the same and there would be no relationship between the CU Jammu and the staff of the bidder in any manner. The CU Jammu reserves the right to deny entry to any staff member of the bidder, if so deemed appropriate by it.
- The successful bidder shall not depute any such person in CU Jammu who is party to litigation against CU Jammu. No person engaged by the bidder shall claim any right of employment – contractual or otherwise -with the CU Jammu. The CU Jammu 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 at the CU Jammu.
- The CU Jammu 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 CU Jammu 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 or altered.
- 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 CU Jammu along with 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 three years after completion of his work.
- Complete secrecy and confidentiality is required to be maintained by the bidder and his employees. The bidder has to customize the system application and supply to CU Jammu along with the source code. The bidder has to develop / customize the system software application specific to CU Jammu needs. The CU Jammu will have copyright on the product, format, concept layout and design. The CU Jammu will have exclusive rights to use it anywhere, in any manner.
- Time is the essence of the contract and the Bidder shall adhere to the time schedule and deadline as prescribed by the CU Jammu 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 CU Jammu for all intents and purposes.
- 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 CU Jammu and the bidder shall execute necessary documents for the same and also get an assignment from its employees, in favour of CU Jammu.
- 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 the University.
- The CU Jammu, 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.

- An appropriate agreement will be executed by the bidder with the CU Jammu, on the agreed terms & conditions. The CU Jammu in its discretion reserves the right to cancel the contract at any time without assigning any reason.
- The CU Jammu 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 CU Jammu.
- 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 CU Jammu shall issue a no-dues certificate for clearing the last payment.

DECLARATION BY THE TENDERER

It is hereby declared that I/We the undersigned, have read and examined all the terms and conditions etc. of the tender document for which I/We have signed and submitted the tender under proper lawful Power of Attorney. It is also certified that all the terms and conditions of the tender document are fully acceptable to me/us and I/We will abide by all the terms and conditions. This is also certified that I/We have no objection in signing the contract if the opportunity for the design and development for website of CU Jammu against this tender is given to me/us.

Date:

Signature:

Name:

Designation:

On behalf of: (Company Seal)

**FORMAT OF PERFORMANCE BANK
GUARANTEE & DECLARATION
REGARDING BLACKLISTING**

FORMAT OF BANK GUARANTEE FORM

This guarantee should be furnished by a Nationalized Bank / Scheduled Bank, authorized by RBI to issue a Bank Guarantee.

This bank guarantee should be furnished on stamp paper of Rs. 100/-

The stamp paper should have been purchased in the Name of the Bank executing the Guarantee. In the case of foreign bidder the B.G may be furnished by an international reputed bank acceptable to the PURCHASER countersigned by any Nationalized / Scheduled Bank in India authorized by Reserve Bank of India.

PERFORMANCE BANK GUARANTEE

1. WHEREAS M/s, having its registered office at here in after called the Distributor in India for

.....
..... herein after called "The supplier" for the supply of
....., in consideration of the Central University of Jammu, Department of
....., School of..... Central University of Jammu, Rahya-Suchani,

Samba (hereinafter called "CU Jammu") P.O. No. CU Jammu / dt. placed an order for the due fulfilment by the said supplier of the terms and conditions in the purchase order, on production of a Bank Guarantee for Rs..... (Rupees.....

..... only). We Bank, (Rein after referred to as "the Bank") at the request of supplier do hereby undertake to pay to the CU Jammu an amount on exceeding to Rs..... (Rupees..... only).

2. We..... Bank do hereby undertake to pay CU Jammu, the amounts due and payable under this guarantee without any demur, merely on a demand from CU Jammu stating that the amount claimed is required to meet the recoveries due or likely to be due from the said supplier. Any such demand made on the Bank shall be conclusive as regards the amount due

and payable by the Bank under the guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding to Rs

(Rupees..... only)

3. We undertake to pay to the CU Jammu any money so demanded notwithstanding any dispute or disputes raised by the supplier in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid and discharge of our liability for payment there under and the Supplier shall have no claim against us for making such payment.
4. We the Bank further agree that the guarantee herein contained shall remain in full force and affect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the CU Jammu under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Registrar on behalf of the CU Jammu certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said..... and accordingly discharges this guarantee.
5. We, the..... Bank further agreed that the CU Jammu shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Purchase Order or to extend the time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the CU Jammu against the said supplier and to forbear or enforce any of the Terms and Conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier or for any forbearance act or omission on the part of the CU Jammu or any indulgence by the CU Jammu to the said supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
6. This guarantee will not be discharged due to change in the constitution of the bank or the supplier.
7. We, the Bank lastly undertakes not to revoke this guarantee except with the previous consent of the CU Jammu in writing.
8. This guarantee shall be valid up to unless extended on demand by CU Jammu. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs...../- (Rupees..... only).

Notwithstanding anything contained herein

1. Our liability under this bank guarantee shall not exceed Rs...
/-

(Rupeesonly)

2. Bank guarantee shall be valid up to
.....
3. We are liable to pay the guaranteed amount or part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before
.....

Dated:

Signature & Seal of the Bank

Note: The above format contains specific clauses and expressions. These clauses and expressions can vary depending upon the nature / type of agreement and situation. Basic aspect to be kept in mind is that interest of CU Jammu is fully protected.

DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER.

(To be executed & Attested by Public Notary / Executive Magistrate on Rs. 100/- non judicial Stamp paper by the bidder)

I / We _____ Manufacture/Partner(s)/Authorized Distributor /agent of M/S. _____ Hereby declare that the firm/company namely M/s. _____

has not been blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India.

Or

I / We _____ Manufacture / Partner(s)/ Authorized Distributor / agent of M/s. _____

_____ hereby declare that the Firm/company namely M/s. _____

_____ was blacklisted or debarred by Union / State Government or any Organization from taking part in Government tenders for a period of _____ years w.e.f. _____ to _____. The period is over on _____ and now the firm/company is entitled to take part in Government tenders.

In case the above information found false I / we are fully aware that the tender / contract will be rejected / cancelled by the Central University of Jammu, and EMD / SD shall be forfeited.

In addition to the above, Central University of Jammu, will not be responsible to pay the bills for any completed / partially completed work.

Signature

Name _____

Address _____

Attested:

(Public Notary / Executive Magistrate)

FORM OF BID-SECURING DECLARATION

(The Bidder shall fill in this Form in accordance with the instructions indicated)

Dated :

To
Registrar ,
Central University of Jammu
Rahyaa Suchani
Samba – 181143 (J&K)

Ref: Tender document No. _____ dated _____

We, the undersigned declare that:

We know that the bid should be supported by a Bid Security Declaration in accordance with your conditions. We accept to automatically be suspended from being eligible for bidding in any contract in CU JAMMU for a period of 3 years from the date of opening of Bid. If we are in breach of our obligation(s) under the bid conditions, because we :

After having been notified of the acceptance of our bid by the Contracting Authority within the period of bid validity:

1. We failed or refused to furnish a Performance Security in accordance with the Condition of the above mentioned Tender Document no.
OR
2. We failed or refused to sign the contract.
OR
3. Have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid;

We know that this Bid-Securing Declaration will expire, if contract is not awarded to us, upon :

- 1) Our receipt of your notification to us of the name of the successful bidder or
- 2) Thirty days after the expiration of our Bid or any extension to it.

We know if we are a Joint Venture (JV), Securing Declaration should be in the name of the JV submitting the bid. If the JV is not legally constituted at the time of bidding, the Bid-Securing Declaration will be in the name of all partners named in the JV agreement.

Dated this _____ day of _____

For and on behalf of M/s. _____

Address :

Signature

Name

In the capacity of

(DULY AUTHORISED TO SIGN THE BID)

DECLARATION CERTIFICATE FOR LOCAL CONTENT (Class-I/Class-II)

This declaration serves as a declaration form for the bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt. Directives applicable in respect of Local Content & prescribed tender conditions).

IN RESPECT OF BID/ TENDER No.

ISSUED BY: Registrar, Central University of Jammu

I, the undersigned, _____, do hereby declare, in my capacity as _____ of M/s _____, the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have read and understood the requirement of local content (LC) and same is specified as percentage calculated in accordance with the definition provided at clause 2 of revised Public Procurement (preference to Make in India) Order 2017.

“Local content” as per above order means the amount of value added in India which shall be the total value of items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent.”

(c) I have satisfied myself that the goods/services/works to be delivered in terms of the above specified bid comply with the local content requirements as specified in the tender for

‘Class- I Local Supplier’ (More than 50%)

OR

‘Class-II Local Supplier’ (More than 20% and less than 50%).

(d) I accept that the Procurement Authority / Institution / MDL / Nodal Ministry has the right to request that the local content be verified in terms of the requirements of revised Public Procurement (preference to Make in India) Order 2017 dtd 04.06.2020 and I shall furnish the document / information on demand. Failure on my part to furnish the data will be treated as false declaration as per PPP MII Order 2017. In case of contract being awarded, I undertake to retain the relevant documents for 7 years from date of execution.

(e) I understand that the submission of incorrect data, or data that are not verifiable as described in revised Public Procurement (preference to Make in India) Order 2017, may result in the Procurement Authority / Nodal Ministry / MDL imposing any or all of the remedies as provided for in Clause 9 of the Revised Public Procurement (preference to Make in India) Order 2017 dated 04.06.2020.

SIGNATURE: TO BE SIGNED BY AUTHORISED SIGNATORY

Date:

Seal/Stamp of Bidder

NOTE: Please select Class –I or Class II as applicable