

Tender Paper for Design and Development of website for MSSCI, Akola

Part-A

General Terms & Conditions :

1. Invitation of offer:

Sealed tenders (in two-bid system) are invited for Design and Development of website for MSSCL, Akola.

Tender should be submitted in two bid system in sealed envelope super scribing "Tender for Design and Development of website" on or before 8 March 2022 up to **18.00 hrs.** in the office of the Company Secretary & In-charge Computerization , MSSC Limited, "Mahabeej Bhavan", Krishi Nagar, Akola – 444 104 (India). If possible the tenders (envelop No.1) would be opened on 09.03.2022 in front of MSSCL Committee .

2. Two bid system:

Two independent sealed envelopes should be prepared as detailed below :

[A] Envelop No.1 (sealed)

This envelop should be marked as **"ENVELOP NO.1 – TECHNICAL & COMMERCIAL BID"** and should contain following:

a. "Part-A" of this tender paper duly signed on each page.

b. Earnest money deposit (EMD) of Rs. 10,000/- in the form of Demand Draft of any nationalized or scheduled bank drawn in favour of **"Maharashtra State Seeds Corporation Limited, Akola"** payable at Akola.

EMD of un-successful tenderers will be returned, without any interest, by RTGS within 30 days of finalisation of order.

c. Declaration:

The following declaration should be typed/written on tenderer's letterhead and duly signed:

1. We have read all the terms and conditions specified in the tender paper (PART-1) and all the terms and conditions are acceptable to us.

2. Rates quoted will be valid for the contract period from the date of execution of the contract and applicable to order placed before 31st July, 2022.

3. Eligibility Criteria :

3.1 Company/Agency :

NIC empanelled IT agency for website developmeent OR Central/State Govt. Organizations and their autonomous/statutory bodies/PSU OR Registered Society established under Central/State Govt. (Certificates of registration/incorporation required to be inclosed).

3.2 Details of authorised service centre, dealership of Website Design and Development (enclose documentary proof).

- 3.3 List of existing clients.
- 3.4 Experience : Minimum 05 years relevant experience in designing/development and maintenance of website.
- 3.5 Turn Over : Minimum annual turnover of agency should be three crores during every year for last three years.
- 3.6 Non-Blacklisting : The company/agency should not be blacklisted by any Govt. dept./Organization as on date of submission of this tender.
- 3.7 Registration with Tax Authority : The agency should have valid PAN/TAN/VAT/GST Numbers. (Registration certificate required to be enclosed.)

[B] Envelop No.2 (sealed):

This envelope should be marked as “**Envelope No.2 – PRICE BID (RATE SCHEDULE)**” and should contain “**PART-B**” of this tender paper duly filled.

Both the envelopes should be enclosed in one big sealed envelope super scribing “**TENDER FOR Design and Development of website for MSSCI, Akola**”

3. Tender opening:

a) Opening of envelopment No.1 i.e. Technical & Commercial Bid:

On the day of tender opening the envelope No.1 i.e. Technical & Commercial Bid will be opened. The tender analysis shall be done in due course of time and technically and commercially eligible parties i.e. who full fills the conditions required by MSSCL will only be eligible for opening of envelope No.2 i.e. Price Bid and they shall be informed accordingly after the analysis.

b) Rejection of tender:

The tender of any party not fulfilling the conditions of technical and commercial bid (envelop No.1) shall be out rightly rejected.

c) Opening of envelop No.2 and finalisation of order for the contract:

The envelop No.2 i.e. price bid of all selected parties will be opened on suitable date.

Detail analysis of technical and commercial offer shall be carried out in due course of time and the party found suitable in term of technical suitability and price offer shall be awarded contract.

4. Rate Offer:

Rate should be quoted in total lump sum figure for Design and Development of website for MSSCI, Akola. Rate should be inclusive of all taxes, GST, duties and any other charges.

IMPORTANT

Rate should be written in PART-B (rate schedule) only. Rates if written in PART-A such a tender shall be rejected.

Commercial terms & conditions

5. Security Deposit:

Successful tenderer should have to deposit 3% amount of the total value of the order as Security Deposit (SD) within 15 days from the date of order along with acceptance of order otherwise order issued shall be treated as cancelled and MSSCL will be free to contract with any other tenderer and EMD shall be forfeited. The SD shall be returned without any interest after execution of Contract Agreement and submission of Bank Guarantee.

6. Bank Guarantee:

After issue of order the selected tenderer should submit Performance Bank Guarantee (BG) of any nationalized or scheduled bank equivalent to **20%** of the order value. The BG should be valid for the period of contract. The BG should be submitted within 30 days from the receipt of the order otherwise order issued shall be treated as cancelled and MSSCL will be free to contract any other tenderer and EMD, SD shall be forfeited. Bank Guarantee shall be released after the expiry of the contract period for A) Major Work and B) **Maintenace of Mahabeej Website** without any interest

7. Conditional Offer:

Conditional offer will not be accepted. Printed terms and conditions on letterhead or bill/invoice of the tenderer will not be binding in this tender.

8. Right for Acceptance or Rejection of Tender:

The Managing Director, MSSC Limited, Akola reserves the right to accept or reject any or all tenders and split the order between more than one parties without assigning any reason thereof.

9. Agreement:

Successful party will have to execute Contract Agreement on Rs.100/- bond paper.

10. Existing Mahabeej Website

The existing website of Mahabeej (<https://www.mahabeej.com>) is bilingual (English & Marathi). The website provides all infromation about Mahabeej, which is relevent for the public and shareholders.

11. Scope of the Project :

The project has been divided in the following 02 components :

1. Design and Development of Mahabeej Website.
2. Maintenance of Mahabeej Website.

11.1 Design and Development of Mahabeej Website.

A. Major Work

- a) Design and Development of Mahabeej website in bilingual (English and Marathi) as per Guidlenines for Indian Government Websites.
- b) Launching of the new website.
- c) Migration of old data from existing Mahabeej website to new website.
- d) Procurement and Installation of SSL Certificate
- e) Security Audit of website
- f) Guidlenines for Indian Government Websites Certification.

11.2 Features for proposed website :

- a) Website should be developed as public interface, which shall be dynamic, interactive and user-friendly to provide information to general public and look and feel of the website as per the latest trands in web design.
- b) Mahabeej website has to be universally accessible to all, irrespective of technology, platforms, devices of any kind and able to cater to the increased web-traffic.
- c) Website should be responsive for smooth navigation and compatible with all types of devices

- i.e. PC/Laptop/Tablet/Smart Phone etc.
- d) Website should be compatible with all operating systems (Windows/Linux/Mac/Android/ios etc. and with all types of web browsers (Chrome, Mozilla, IE/Edge/Safari etc.)
- e) Search and advance search options should be available with all dynamic pages.
- f) Should have provision to remove/deactivate/disable the existing/new link/Module/application along with their respective content through admin panel.
- g) Should have provision to add new menu/submenu/page through admin panel.
- h) Visitor Counter, User Management, Administration panel and audit trail.
- i) Provision for photo gallery and video gallery. Shall support content in multiple file formats including PDF, DOC, DOCX, TXT, JPEG, JPG, PPT, XML and various video formats like AVI, FLV, WMV, MOV, MP4 etc.
- j) Shall have an inbuilt functionality for search, print, etc. including option for contents including archived contents.
- k) Shall be able to set publication and expiration dates for all content.
- l) Archive section shall be provided to archive data of the web portal from different sections.

11.3 **Technology/Technical Specification.**

The website should be developed with latest web development technology and tools including latest version of tools like LAMP, Moodle, Open LDAP, HTMLS, CSS3 and JAVA Scripts Framework like JQuery/other necessary futuristic frameworks etc.

- a) Server Side programming language-PHP
- b) Database – My SQL/SQL Server
- c) CMS frameworks-Drupal/Joomla/Other latest CMS
- d) Hosting O.S. Platform –Linux, NIC Cloud
- e) Mandatorily to implement Guidelines for government of India website
- f) Web portal should be free from OWASP Vulnerabilities.
- g) Web portal should be security audited before hosting.
- h) The website must be scalable and able to accommodate future requirements.

11.4 **Methodology**

The development methodology should follow an iterative-prototype approach especially in the initial startup and design phase. The following activities to be performed by the vendor during the development.

- a) The vendor shall prepare and submit an integrated project plan for the entire project that covers detailed tasks mentioned in scope of work.
- b) The vendor is required to prepare and submit SRS/FRS along with the sample design of home page of the website.
- c) After approval of the SRS/FRS by Mahabeej, the vendor may initiate work for designing and development of the website as per scope of work and terms and conditions of the tender.

11.5 **Documentation and reports :**

- a) Provision for keeping back-up of data regularly in suitable storage media fortnightly.
- b) Monthly log to Mahabeej with uptime /downtime, server access details etc.
- c) Monthly status report for content updated /pages added /deleted.
- d) Status report of tenders/recruitment notice uploaded on the website.
- e) Complete documentation on the website including database design, scripts etc. has to be provided.

B) Maintenance of Mahabeej Website

To provide following Technical Support Services in respect of Mahabeej website for a period of two years after expiring of free technical support services i.e. six months the date of completion of Major Work mentioned in para 11.1 to 11.5.

- a) Comprehensive Annual Maintenance Service.
- b) Annual Renewal of SSL Certificate.
- c) Annual Security Audit of website.

12. Terms and conditions of AMC

a) Technical support team of the service provider should inform Mahabeej about details of any activities that need to be performed on the Mahabeej website.

b) Vendor should ensure that modification done on the website should be compatible with all major internet browsers like internet explorer, chrome, mozilla firefox and smart mobile phone/tabs etc.

c) Modification, if any, done on the website should comply with bilingual i.e. English and Marathi.

d) The service provider should use his own equipment/product/software/server etc. for all the technical support activities as mentioned in the scope of work of this tender document and also for providing test link. Mahabeej will not provide/extend any software hardware support on this account. No additional cost beyond the rate mentioned in financial bid shall be paid by Mahabeej in this regard.

e) The agency shall be required to undertake full responsibility of the safe custody, security of data supplied by Mahabeej. It shall be ensured that there is no transmission of content in any form outside its office.

f) Updated source code of the application and database along with credentials (ID & Passwords) shall be provided to Mahabeej after completion of all contractual obligations of the service provider at the end of contract before releasing of last payment due.

13. Time Schedule/Time Frame

a) Acceptance of work order/award letter shall be submitted by L1 price bidder within seven working days after date of issue of work order/award letter through speed/registered post or by hand. However, scan copy of original acceptance letter may be submitted through email. Agreement shall be executed within seven working days, thereafter.

b) The completion period of Major Work (Design and Development of Mahabeej Website) will be 3 months from the date of execution of agreement.

c) Comprehensive Annual Maintenance Service of Mahabeej website shall start after six month of completion of Major Work, for two years.

14. **Payment schedule/Terms of Payments**

Payment shall be made by the Mahabeej as per following payment schedule only.

	Sr. No.	On completion of following activities	Payment % of the quoted amount
A) Major Work	1	Development of website including migration of data from existing Mahabeej website, Installation of SSL Certificate, Hosting on Server and launching the website.	60.00%
	2	Security Audit of website	20.00%
	3	Any other Certificate or remaining work	20.00%
B) Maintenance of Mahabeej Website	1	Providing comprehensive maintenance service to maintain Mahabeej website as per the scope of work with subject to satisfaction of Mahabeej	Quarterly payment at the end of each quarter.
	2	Annual Renewal of SSL Certificate.	100.00%
	3	Annual Security Audit of website.	

Note :

- 1) The bidder shall submit the bill/proforma invoice with GST Numbers and Bank Details.
- 2) Payment will be made by Mahabeej through NEFT/RTGS.
- 3) The Mahabeej shall make the payments due subject to completing/ rendering various tasks/ services as laid down in the scope of work/ deliverables and in terms of payment schedule. Payments will be made within 30 (thirty) days of receipt of bill, complete in all respect and accepted by the department.

15. **Standard Clauses**

The following standard clauses would be included in the formal Letter of Award/Agreement:

1) **Arbitration:**

In the event of any dispute or differences relating to the interpretation and application of the provision of this Tender, such dispute or difference shall be referred by either party to the arbitration under the Arbitration & Conciliation Act 1996 and further amendments thereto. The Arbitration shall be made by a sole arbitrator nominated by Competent Authority. The award of the Arbitrator shall be binding upon the parties to the dispute. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator. Arbitration shall be Akola. The Laws of India shall be applicable.

2) **Force Majeure:**

If by Force Majeure, any party is rendered unable wholly or in part to carry out its obligations under this Tender or is delayed in carrying out its obligations under this agreement, such party

shall as soon as possible and in any event not later than 24 hours after the date of commencement of such force majeure, give written notice thereof to the other party stating the nature, date of commencement, effect and expected duration of such Force Majeure. All obligations of the parties hereunder including the obligations to pay money in respect for the said period shall be suspended during the continuance of such Force Majeure. The party claiming Force Majeure shall use due diligence to remove facts of such Force Majeure at earliest possible. The party claiming Force Majeure shall use its best endeavor to carry out during the period this Agreement is suspended, any obligation not affected by such Force Majeure subject to Agreement between the parties as to reasonable terms and conditions under which any such obligations may be carried out. If Force Majeure is expected to continue for more than 07 days, the Mahabeej may terminate the contract by giving at least 03 days written notice to other party.

Force Majeure" would mean fire, flood, industrial action, bad weather, acts of God (like earthquake, landslide, lightening, tempest, tornado), war (whether declared or undeclared), civil disturbance, sabotage, epidemic, any Governmental restrain and any such other cause which is not reasonably within the control of either party claiming force majeure. Financial distress would, however, not constitute Force Majeure.

3) **LIQUIDATED DAMAGES (LD)**

The website should be delivered / hosted within scheduled completion date after technical demonstration and the service provider should give a certificate that complete modules have been deployed in the server for successful launch. LD will be imposed for late delivery/hosting of the portal. Penalty @1% of contract value for Part-1 of the job will be deducted per week of late delivery subject to a maximum of 10% of contract value for Part-1. If Implementation delay exceeds 3 months, Mahabeej will have the right to cancel the contract besides claiming penalty. In exceptional cases where delay is not due to the bidders' level, the contract will be extended further without any financial liability to Mahabeej.

4. **Termination Clause**

Mahabeej shall, in addition to other remedial steps to be taken as provided in the conditions of contract, be entitled to cancel the contract at any stage by giving 30 days prior notice in writing and shall not be bound to pay any amount for any job done, which is not to the satisfaction of Mahabeej, if the service provider

- a) Makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Project-in-charge, then on the expiry of the period as specified in the notice or
- b) Commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of Mahabeej, then on the expiry of the period as may be specified by the Authority in a notice in writing or
- c) Fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the Authority, then on the expiry of the period as may be specified by the Mahabeej in a notice in writing.

5. **Conflict of Interest**

The Bidder shall not receive any remuneration in connection with the assignment except as provided in the contract. The Bidder, its employees and its affiliates shall not engage in the activities that conflict with the interest of Mahabeej and shall be excluded from any other service related to the assignment other than a continuation of the "Services". It is the requirement of this contract that the Bidder should provide professional, objective and impartial advice and services and at all times hold the client's interests paramount, without any consideration for future work, and that in providing advice and services they avoid conflicts with other assignments and their own corporate interests. Bidder shall not undertake any assignment that would be in the conflict with their por or current obligations/tasks to Mahabeej or that may place them in a pution of being unable to carry out this assignment in the best interest of their Clent.

6. **Professional Liability.**

Mahabeej shall not be able to pay any compensation/cost to the Bidder or its employees for any damage to the persons under the employment of the Bidder.

7. **Standards of ethics :**

The Bidder and their employees should observe the highest of ethics.

8. **WARRANTY (Free Service Support)**

The bidder should provide free service support of six months after completion of A) Major Work.

9. **INTELLECTUAL PROPERTY RIGHTS/ COPY RIGHTS**

Intellectual Property and Ownership: All Intellectual Property Rights in the works, developed herunder, including any software and documentation and any additional or new development or inventions made in the course of performance of services hereunder by the bidder or its personnel involved in the project of the Mahabeej shall absolutely belong to Mahabeej.

The service provider would be responsible for ensuring that the copyright laws for content are strictly adhered to. The copyright over the content of the Mahabeej website, would, however, remain with Mahabeej & the service provider will handover the source code ftp access to source code, all contents, Data, Manuals,documents related to table structure, flow charts, ftp etc pertaining to web portal & services to Mahabeej. The property right of the same will remain with Mahabeej.

10. **ASSIGNMENT AND SUBLETTING OF CONTRACT**

No subletting of work as a whole by the service provider is permissible. The service provider may, after informing Mahabeej and getting the written approval, assign or sub-let piece rated jobs only. Such assignment sub-letting shall not relieve the service provider from any obligation, duty or responsibility under the contract. Any assignment as above without prior written approval of Mahabeej shall be void.

11. **Extension of the date of completion.**

On happening of any events causing delay as stated hereinafter, the service provider shall Intimate Immediately in writing to Mahabeej.

* Due to any reasons defined as Force Majeure.

* Any other causes which, at the sole discretion of Mahabeej is beyond the control of the Service provider.

12. **Standards of Performance.**

The service provider shall carry out the services assigned and carry out its obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted norms, techniques and practices used in the industry. The service provider shall employ suitable professional in the appropriate field of work, appropriate advanced technology and safe and effective equipment, machinery, material and methods.

13. **Confidentiality and non-disclosure of information**

A. Protection of Confidential Information

The service provider shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract of the Authority's regulatory functions.

With respect to any confidential Information disclosed to it or to which it has access, the successful bidder affirms that it shall :

- 1) Use the Confidential information as necessary only in connection with the contract and responsibilities assigned to it by virtue thereof and in accordance with the terms and conditions contained herein.
- 2) Maintain the confidential information in strict confidence and all reasonable steps to enforce the confidentiality obligations imposed hereunder.
- 3) Not to make or retain copy of any Order or Consultation Paper issued by the Authority or any data or documents shared with it.
- 4) Not to disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity.
- 5) Return to the Authority all documents and papers, confidential or whatsoever, on expiration or termination of either party's engagement in the contract or on demand of the Authority.
- 6) Not discuss with any member of the public, media, press, shareholders or any other person about any information or document in its possession relating to functions of the Authority.

B) Undertaking for non-disclosure

The Service Provider shall not disclose the contract or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Mahabeej in connection therewith to any person. Any document other than the contract itself shall remain the property of the Mahabeej and shall be returned (in all copies) to the Mahabeej on completion.

Successful bidder shall be required to sign and submit a Non-disclosure Undertaking with respect to strict compliance and adherence to the conditions in Protection of Confidential Information.

14. Security Requirements as per IT Act and GIGW

It is necessary to ensure the integrity of the information hosted on the portal as well as the confidentiality of the data/information. It is, therefore, necessary to establish adequate security measures for the portal. Suitable security solutions will, therefore, be integrated with the Mahabeej portal to achieve these security objectives. The system must generate logs for all the administration, content updation and operational activities. These logs would be available for perusal to the administrators of the Mahabeej portal.

15. Agreement

The Service provider shall enter into an Agreement with the Mahabeej within seven days from the date of 'Acceptance of work order/award of contract. The service provider shall enter into and execute contract agreement in the prescribed format by Mahabeej. The cost of the stamp papers for the agreement shall be borne by the service provider. Two sets of contract document /agreements shall be prepared and signed by both the parties. One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the service provider free of cost and the original is to be retained by Mahabeej.

16. Work Experience :

Bidder may furnish and enclose a list of websites developed by the bidder for Govt. organization/PSU for last five years. Copies of work completion/experience certificate should be enclosed.

Sr. No.	Name of Govt. Dept./Organization/PSU	URL of website	Work Order Date	Work completion date

(Relevant work completion certificate and work order attached : Yes/No)

1.

(Attach separate sheet if required.)

17. Technical Professionals :

Bidder may furnish the details of technical professional who will be involved in the project.

Sr. No.	Name and Disig.	Qualification	Specialization viz. Designer, developer etc.	Work Experience (in years)	Some major project with website link	Role and responsibilities in the project.

(Attach separate sheet if required.)

18. Any other relevant information

(Attach separate sheet if required.)

19. Settlement of Dispute:

If any dispute arises and if for any reason the matter has to be referred to the Court of Law, Akola Court alone shall have the jurisdiction in the matter, irrespective of place of contractor's business.

20. Declaration:

The information furnished above is true and authentic. I have carefully read all the terms and conditions of the tender and agree to abide by them in entirety. I have signed on each page of this Technical bid in token of acceptance of terms detailed in the tender.

Place : _____

Signature: _____

Date : _____

Name & Address of Supplier: _____

Designation.: _____

Phone No.: _____

E-mail : _____

**Technical Requirement Matrix
(on the letterhead of the bidder)**

The bidder shall submit their compliance on the Technical Parameters as specified as to whether the offered system complies with requirements by specifying in terms of Yes or No and also submit the document required in support of above compliance.

Sr. No.	Essential Features	Confirmation
1	The Website of Mahabeej should be hosted on Cloud in redundant mode with proper clustering.	
2	The Website of Mahabeej should have proper back-up arrangements.	
3	Development of suitable applications, web contents and other features as per requirement mentioned in the scope of work	
4	Suitable measure to stop hacking, phishing and ensure safety of the website.	
5	All contents generated in Mahabeej website on real time basis.	
6	The website so developed for Mahabeej has to be certified by empanelled security auditors as per the provisions relating to the security aspects of Information Technology.	
7	The vendor should provide 24 X 7 uninterrupted services, including Sundays and Public Holidays.	
8	Advanced search options and category based browsing.	
9	The system must have fail-safe arrangement with the capability to shift to the new server without affecting the operations.	
10	Access to site statistics/finished reports and raw log files, audit trail.	
11	Robust maintenance plan (back-up and monitoring system).	
12	The content in different form (hardcopy or softcopy) will be provided to the vendor and they have to convert it to suitable formats for updation in the web site immediately.	

Signature and Seal of Bidder

Tender Paper for Design and Development of website for MSSCI, Akola
Part-B [Rate Schedule]
(On the letterhead of the bidder)

To,

The Company Secretary (CS)
MSSC Limited, "Mahabeej Bhavan", Krishi Nagar
Akola – 444 104 (India)

Sub: Your tender notice for Design and Development of website for MSSCI, Akola

Dear Sir,

With reference to above, our rate for Design and Development of website for MSSCI, Akola as shown in Part-A of this tender document are quoted here under:

Sr. No.	Item Description as mentioned in the Scope of Project	Cost/Rate	GST	Total
1	Design and Development of website including migration of data from existing website, hosting on Cloud and launching the website.			
2	Procurement and installation of SSL Certificate			
3	Security Audit of website (For Two Years)			
4	Other Certificate			
5	Annual Maintenance Service of Mahabeej Website hosted on Cloud Serever after six month of completion of A) Major Work (for Two Years)			
Grand Total :				

Note : The percentage of payment in Payment schedule/Terms of Payments mentioned at para 14 shall be calculated on the basis of timeline/completion of respective scope of the project (1 and 2 Separately).

Declaration:

1. We have read all the terms and conditions specified in the tender paper (Part-B) and all the terms and conditions are accepted to us.
2. Rate quoted above is inclusive of all taxes, GST and any other charges.

Place : _____

Signature: _____

Date : _____

Name & Address : _____

E-mail: _____

Phone
No..

Disignation : _____

