

# **NOTICE INVITING TENDER**

**Tender No. NIFT/IT-HO/New Website/2017**

**NAME OF WORK - Notice Inviting Tender for Designing, Developing and Maintenance of Official Website of the National Institute of Fashion Technology (NIFT).**

## **1. ABOUT NIFT :**

National Institute of Fashion Technology (NIFT) was set up by the Ministry of Textiles, Government of India in 1986 which has been accorded statutory status under the Act of Parliament in 2006 (NIFT Act 2006) for the promotion and development of education and research in field of Fashion Design Management Technology .

NIFT is an institute of National importance that provides fashion business education across the country through its network of 16 campuses. It provides four years under graduate (UG) programme in design and technology, two years post graduate (PG) programme in design, fashion management & fashion technology and short duration education programme to address the specialized needs of professionals and students in the field of fashion.

NIFT has its head office at New Delhi with its campuses located at Bengaluru, Bhopal, Bhubaneswar, Chennai, Gandhinagar, Hyderabad, Jodhpur, Kangra, Kannur, Kolkata, Mumbai, New Delhi, Patna, Raebareli, Shillong and Srinagar.

## **2. NOTICE INVITING TENDER:**

(i) NIFT currently has a website with the URL <http://www.nift.ac.in> which is hosted with ERNET and would like to re-design and develop it to achieve its current goals and objectives for NIFT Head Office and sixteen NIFT Centres. The assignment will include the macro site of NIFT Head Office and micro sites for its sixteen Campuses, Resource Centre etc.

- The interested firms should apply online and submit their tender along with scanned copies of all the relevant certificates, documents, etc. in support of their technical & price bids – all duly signed – on the <https://nifttenders.eproc.in> from the date of uploading on website to 04<sup>th</sup> May 2017 upto 3.00 P.M. Tender documents are also available for viewing on the “tenders” link of the NIFT website i.e <https://nifttenders.eproc.in> / <http://www.nift.ac.in>.

- **Applications to this tender will be accepted only through the online mode through <https://nifttenders.eproc.in> . No other mode of application will be considered & application will not be accepted. The sealed hard copy of the tender document in addition to online mode may also be submitted which should be addressed to “Director-IT” , National Institute of Fashion Technology, 3rd Floor, NRC Block, NIFT Campus, Hauz Khas, Opp. Gulmohar Park, New Delhi-110016. The sealed tender must be dropped in the tender box at 2<sup>nd</sup> Floor, Administrative Block, NIFT, New Delhi-110016 Head Office by 3.00 P.M. on 4<sup>th</sup> May 2017 . Tenders (Technical bids) will be opened on the same date at 3.30 P.M. at NIFT, 3rd Floor, NRC Block, NIFT Campus, Hauz Khas, Opp Gulmohar Park, New Delhi-110016.**

- For applying online, the Firm should get itself registered at <https://nifttenders.eproc.in> by paying:-
  - Annual Registration Charges of Rs. 3000/- + 450/- (service tax) = 3450/- (three thousand four hundred and Fifty only - non-refundable).
  - Bid Processing Fee charges of Rs. 975 + (service tax) = 1121/- (One thousand one hundred and twenty one only - non-refundable) in the form of either
  - Through RTGS/NEFT at the following details:  
 Company Name: C1 India Pvt Ltd  
 Bank Name: Canara Bank  
 Account No.: 1177201004658 IFSC code: CNRB0004165

Vendors also need to send UTR No at [achal.garg@c1india.com](mailto:achal.garg@c1india.com) and [sandeep.bhandari@c1india.com](mailto:sandeep.bhandari@c1india.com) mentioning their Company Name, Address and User ID for Approval of Registration, and Tender ID and Tender Title for Approval of Bid Processing Fees.

The sealed tender shall be submitted in one envelope super scribed as “Tender for Design, Development and Maintenance of Official Website of the National Institute of Fashion Technology” containing two small separate envelopes inside the big envelope (Envelope 1 and Envelope 2) of appropriate size each of which should be sealed.

- (a) ENVELOPE NO. 1: Should contain
  - Signed copy of Tender document, Technical Bid ANNEXURE – I (a), I (b) duly signed and stamped, EMD & Tender Fee.
  - The technical bid envelope must contain the technical bid in prescribed Proforma as per Annexure 1 (a) and 1 (b) along with a demand draft of Rs. 500/- (Rupees Five Hundred only) towards cost of tender (non-refundable) and Earnest Money Deposit (refundable but non-interest bearing) of Rs. 32,000/- (Rupees Thirty Two Thousand Only) favoring National Institute of Fashion Technology and payable at New Delhi with all relevant documents.
  - All the pages of the Tender documents including Annexures should be signed and attested by bidders/ Company’s authorized official.
- (b) ENVELOPE NO. 2:
  - Should contain the Financial Bid duly signed, stamped and super scribed as “Financial Bid (Annexure – II).
- (ii) The interested bidders/ companies are advised to read carefully the entire tender document before submitting their tender and the tender documents not received online in prescribed format and found incomplete in any respect will be summarily rejected.
- (iii) The technical bid of the tender will be opened on the same day i.e. on 04<sup>th</sup> May 2017 at 3.30 P.M. at NIFT Head Office, 3rd Floor, NRC Block, NIFT Campus, Hauz Khas, Opp. Gulmohar Park, New Delhi-110016 in presence of such bidders/ companies their authorized representatives

who may wish to be present. The Financial bid will be opened on the date which will be communicated to only those bidders/ companies who are found to be technically qualified after evaluation of technical bids.

- (iv) Any further clarifications can be sought from the office of Information Technology (IT) Department on Telephone No. 011-26542028/011-26542004, NIFT Campus, Hauz Khas, Opp. Gulmohar Park, New Delhi-110016.

### 3. SELECTION/ EVALUATION CRITERIA

- (i) The selection of company will be based as per following terms and conditions:

Estimated Cost	Rs. 8 (eight) Lakhs
Contract Period	04 (Four) months completion of website design and hosting + 01 (one) year AMC
EMD	Rs. 32,000/- (Thirty two thousand only)
Validity of Tender	90 (ninety) days

**Technical Bid:-**The financial bid will be opened only of those bidders/companies who will qualify technical bid.

**Financial Bid :** Total cost of designing, developing, maintenance of NIFT Website with sixteen micro sites of each of sixteen NIFT Campuses and micro site of Resource Centre with other micro sites of seminars/events etc as per the present requirement. The total price should include the total work cost alongwith security audit of website and one year AMC and all taxes as applicable to be shown separately.

**The award of Contract will be based on combined Quality cum Cost method basis. The evaluation of Technical and Financial bids will be made as mentioned below.**

- (ii) **Pre-requisite for Eligibility for bidder/ company**

- (a) The company should have experience in satisfactorily designing, maintaining & managing Websites & live Hosting of educational institutions / University / Government / PSU / Corporate bodies / Private Companies / Sectors during the last 05 (five) years as under.

(b) No. of website developed (any of the following):

Sl.No	Nos. of completed Projects	Percentage of the Cost of Work done	Amount in (Lakhs) Rs.	Last 05 (Five) years as on 31 <sup>st</sup> March 2017
1	3	40% of 8 lakhs	3.2 lakhs each	Last 05 years
2	2	60% of 8 lakhs	4.8 lakhs each	Last 05 years
3	1	80% of 8 lakhs	6.4 lakhs	Last 05 years

(c) Average annual turnover of the company related to website development works should be atleast Rs. 08 (eight) lakhs during immediate 03 (three) consecutive financial years ending 31<sup>st</sup> March 2016 i.e. 13-14, 14-15 & 15-16.

(Note: - bidder/ company who do not qualify the above criteria of a,b,c will not be considered for opening of Financial Bid)

### EVALUATION OF BID

Out of 100 marks the weightage in evaluation will be given as under:

- 70% of the marks obtained in the evaluation of Technical criteria will be awarded for Technical Evaluation.
- 30% marks will be awarded for Financial Evaluation.

The Technical bids will be evaluated as per technical criteria. The shortlisted bidders/companies would be required to make presentations to the Technical Evaluation Committee of officers constituted for the purpose. The presentation will broadly cover the following: Max Marks.

### Evaluation Criteria

Sl.No	Evaluation Type	Maximum Marks	Criteria
1	Annual Turnover	20	If the annual average turnover is 08 lakhs then 12 marks given (20X60%) and if the annual average turnover is 16 lakhs then 20 marks given (20X100%)
2	Presentation of 3 sample website templates*		
	a. Presentation Quality	8	
	b. Layout	8	
	c. Overall Aesthetics	8	
	d. Execution Plan	8	
	e. Technology	8	

3	Nos. of Website of Educational Institute/University/ Government Sector/Private sector	20	If the nos of website as indicated are minimum 10 numbers then 12 marks given (20X60%) and if the same are 20 numbers then 20 marks given (20X100%)
4	Nos. of years of work experience in website development	10	If the year of experience is 05 years then 6 marks given (10X60%) and if the year of experience is 10 then 10 marks given (10X100%)
5	Nos. of Technical Personnel in company	5	If the nos. of technical person is 10 then 03 marks given (5X60%) and If the nos. of technical person deployed 20 then 05 marks will be given
6	Capability of handling multilingual projects, if any	5	If nos. of multilingual project is 2 nos then 5 marks and if one project then 3 marks, if none then 0
<b>TOTAL</b>		<b>100</b>	

\* Participation bidder/ company to submit the present three layouts of proposed website before committee.

Note: Only those tenderers who secure 60% marks on evaluation of their Technical Bids by the duly constituted Technical Evaluation Committee will be eligible for opening their financial bids.

#### 4. DOCUMENTS REQUIRED :

Following relevant documents shall be submitted with Technical Bids (Annexure 1a) duly certified by authorized representatives of the company:-

- (i) The proof of Annual turnover of last three financial years i.e. 2013-14, 2014-15 and 2015-16 related to Website development works for preceding three years which shall be duly certified by CA ending 31<sup>st</sup> March 2016.
- (ii) The company should have had at least Five (05) years of experience in designing, maintaining and managing Websites & live Hosting of educational institutions / University / Government / PSU / Corporate bodies / Private Companies / Sectors. (Certificate to be attached).
- (iii) The company should have experience as per pre requisite for eligibility for bidder/ company. The list of live websites along with the detail of the organizations whose websites have been developed.
- (iv) Copy of PAN/TAN number of the firm/ company.
- (v) The Bidder may have the capability of handling multi lingual projects and should attach proof / certificate from referable clients. if any.
- (vi) Certificates / Undertaking to the effect that the bidder/company had never been blacklisted by any of the Government Organisation / Agencies.

- (vii) Earnest Money Deposit of Rs. 32,000/- in the form of Demand Draft/ Pay Order in favour of "NIFT" payable at New Delhi.
- (viii) Tender cost of Rs. 500/- in the form of Demand draft/ Pay Order in favour of "NIFT" payable at New Delhi.
- (ix) No. of technical personnel employed in organization with complete list duly self attested.
- (x) Detailed Technical Proposal content shall be provided in the Format at ANNEXURE – I (a).

**(ALL DOCUMENTS SHOULD BE ENCLOSED SERIALIZED/ INDEXED IN BOLD AND AS MENTIONED ABOVE DULY SIGNED BY AUTHORIZED PERSON(S)).**

## **5. SCOPE OF WORK**

- (i) The company will depute technically qualified executive to coordinate the job with NIFT team.
- (ii) To design NIFT Website with 16 microsities of each NIFT Campus with Resource Centre Websites further additional micro sites for conferences / seminars, new NIFT Campus etc.
- (iii) To design and develop the dynamic website as per GOI, GIGW guidelines in Hindi and English with Content Management System (CMS).
- (iv) Ability to add more languages in Campus micro website.
- (v) Comprehensive search facility of individual section of the website as well as entire website both in English and Hindi.
- (vi) Graphical, Pictorial and audio video interfaces, wherever and whenever needed.
- (vii) To prepare the administrative interface for content entry by NIFT webmaster.
- (viii) To prepare the administrative section of the website for bilingual content.
- (ix) Training should be provided to Webmaster of HO and all Campuses for the main website and all microsities for content management.
- (x) To provide clearance of website from CERT-In empanelled agency or any Government of India Agency for security audit certificate for safe hosting of website.
- (xi) Transfer and editing of existing content to new website.
- (xii) Work Plan Schedule.
- (xiii) Source Code with Complete Documentation (including System & Operations Manuals).
- (xiv) Copyright / License Violations & Provision of Legal Copies: NIFT will not be responsible against any liability for the use of Software with regard to copyright / license if any.
- (xv) The bidder/ company undertakes to comply with all the confidentiality and non-disclosure conditions spelt out in the contract agreement, and confirms that this will 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.
- (xvi) Indicative Site Map of the current NIFT website is at Annexure IV.

## 6. TECHNICAL REQUIREMENTS

- (i) Design, aesthetics, color combination, background and screens according to the logo and screens, structure and layouts to be in consultation with NIFT Team.
- (ii) It should ensure adherence to commonly accepted standards and practices, including W3C compliance. The website should be accessible by differently abled people and should be Web content accessibility guidelines(WCAG) 2.0 Level II compliant.
- (iii) The Sections like News and Events, Student Affairs, Careers, Establishment, Tender, Gallery etc. must be dynamic with provision to maintain Archives for the same.
- (iv) Provide extensive Website analytics and statistics like visitor analysis.
- (v) User administration services as part of a comprehensive Content Management System (CMS) which should be integrated into the Website design and development.
- (vi) Provide Super Administrator credential for User Management, Content Management, Menu Management , microsites / web portals.
- (vii) Rich User Interface (Web 3.0 or web 2.0) based on framework like Bootstrap.
- (viii) Design of the website as per the GIGW guidelines and user responsive page design compatible to multiple devices (computers, tablets, mobiles and any other).
- (ix) The development approach should conform to the best practices in the website development and maintenance industry. The Website should be developed with the latest technology, using up-to-date and well established development tools and software.
- (x) Website should be developed using *Free and Open Source Software (FOSS) solutions* along with content management software. Use open source programming language like PHP etc and database like MySQL etc.
- (xi) The bidders will be required to give a presentation about the layout and the presentation should include at least 3 design layouts of the proposed website and should contain details about the work flow and CMS of the proposed website.
- (xii) Website is expected to reflect the activities of NIFT and to show case NIFT as a premier institute of fashion technology.
- (xiii) Web content must be published and validated to the grammar HTML (latest version) XHTML (latest version).
- (xiv) Website developed will be tested by NIFT or its appointed agent/representative with required technical and other capabilities to inspect, test and evaluate the Website and determine whether it satisfies the acceptance criteria as agreed upon in the work plan.
- (xv) Bidder/ company will rectify the deficiencies and other deviations from work plan identified by NIFT immediately and not later than 10 days from the date of intimation by NIFT. Re-evaluation will be done by NIFT or its representative and if deficiency is not rectified, NIFT will be at liberty to invoke suitable penalty clauses and/or cancel the contract without further

notice. Payment release will be subject to NIFT conveying acceptance after evaluation.

- (xvi) The bidder/ company will provide for the following security features:
  - (a) Tools for control and monitoring Website security.
  - (b) Protection against defacement, hacking.
  - (c) Design should incorporate security features to protect the site from Session Hijacking, Sql injection, Cross scripting, Denial of Service etc.
  - (d) Payment Terms: 90% payment of order value will be made on delivery, completion, hosting of portal and successful audit from CERT- In empanelled agency or any Government of India Agency for security audit certificate / safe to host certificate along with transfer of final source code and balance 10% payment shall be released after closure of maintenance contract.

## **7. WARRANTIES AND LIABILITY:**

- (i) The bidder/company will warrant that the Website will be free of programming errors and defects in workmanship and materials, and that it will be in full conformity with the specifications in the work plan. Any shortcomings noticed or identified by the NIFT in this regard will make the bidder liable to penalties and the bidder will be required to rectify the defects promptly at own expense.
- (ii) The bidder/company will not sub-let the contract or part it to any other agency or individual(s).
- (iii) The bidder/company further warrants that it owns and has complete rights to license, convey and without any encumbrance the Website and deliverables covered in the contract.
- (iv) The bidder/company further warrants that it has obtained all required registrations, permissions and consents from all third parties necessary to deliver the Website , background technology and deliverables.
- (v) The bidder/company expressly warrants that the Website does not contain any protective feature designed to restrict or prevent its use by NIFT or its agents and customers.
- (vi) The bidder/company further warrants that the Website or any associated portion of it does not contain any virus, worm, Trojan horse routines, trap door, time bomb, or any other codes or instructions that may be used to access modify damage or disable the Website or computer system including that of the customers and other users of the Website .
- (vii) The bidder/company warrants that the Website will be compatible for hosting on the server of ERNET as specified in the work plan.
- (viii) The bidder/company warrants that the Website does not infringe upon the trademark, copyright patent trade secrets or any other rights of any third party and where there is a use or infringement the bidder/ company shall obtain a license for use from the rights holder permitting such use. The bidder/ company shall indemnify NIFT against liability for infringement.
- (ix) The bidder/company warrants that all content forming part of the Website is provided from or obtained only from NIFT. The intellectual



property rights of website will be the propriety of NIFT and cannot be used by anyone else without the permission of NIFT.

- (x) Assignment: The bidder/ company shall not assign any rights or obligations to a third party.
- (xi) Penalties for Non-Compliance: The bidder/ company undertakes to comply fully with the NIFT's requirements for the project. The project should be completed as per the work plan agreed upon. In case the bidder/ company does not complete the project as per work plan, NIFT will be at liberty to levy a penalty of upto 2% of the Contract Amount for every two weeks of delay. The maximum amount of penalty shall not exceed 10% of contract value including Performance Security that shall also be forfeited.

In case of any breach of the contract NIFT will be entitled to withhold any payments due and accrued and also to invoke performance security submitted by the bidder/ company. NIFT will also be entitled to initiate any actions to recover in whole or part any of the amounts already released to the bidder/ company upto that time, besides any other action that NIFT may like to take against the bidder/ company.

#### **8. TRADEMARKS & COPYRIGHT:**

- (i) The deliverables and any other documentation materials or transfer of all related intellectual property rights or works commissioned by NIFT and as such will be the sole property of NIFT and the NIFT will be vested with all rights, title and interest therein.
- (ii) The copyright in respect of all works associated with the Website developed for NIFT will be vested with NIFT. All associated patents, copyrights and trade secret rights shall be the exclusive property of NIFT.
- (iii) Bidder/ company shall provide to the NIFT complete website source code and modified source code of website, related dependencies as well as CMS, along with transfer of all related Intellectual Property Rights of the modified source code to NIFT used for the Website development.
- (iv) The bidder/ company shall also assist NIFT in hosting of the Website if there is a relocation of the Website during the currency of the contract.

#### **9. GENERAL TERMS AND CONDITIONS:**

- (i) The bidders/companies shall acquaint himself fully with requirement of NIFT. No compensation on account of any difficulties will be entertained at a later stage after award of works.
- (ii) That the technical bid shall be opened first and only the qualified bidders/companies selected by Tender Committee shall participate in the financial bid which shall be opened on the date fixed.
- (iii) In the event of the Bid being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so or in the case of a company, the tender be signed in the manner laid down in the said Company's Article of the

Association. The signatures on the tenders will be deemed to be the authorized signatures.

- (iv) All the pages of the Tender document should be signed by the owner of the company or his Authorized Signatory as token of acceptance of Terms & Conditions. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/ authorization may be enclosed along with tender.
- (v) The successful bidder/company will be required to deposit performance security @5% of the contract sum in the shape of Demand Draft in favour of NIFT payable at New Delhi. This performance security must be deposited within 7 days of the award of the contract. No interest will be paid on the performance security. Refund of performance guarantee will be released after successful completion of website hosting and annual maintenance contract.
- (vi) The tender for the works shall remain open for acceptance for a period of 90 days from the date of opening of financial bids. The earnest money will be forfeited in case of bidder/ company withdraws his bid during the validity period.
- (vii) The Bid security (EMD) shall be returned to the unsuccessful bidders/companies after finalization of contract without any interest.
- (viii) All offers should be typewritten or written neatly in the legible ink and submitted in duplicate. All corrections must be signed by the bidders.
- (ix) The bidder/company must ensure that the conditions laid down for submissions of offers are complete and correctly filled. The rates and units shall not be overwritten and shall be in both i.e. figures and words. Any omission to fill the rates and units shall altogether debar the quote from being considered.
- (x) In case two or more companies/agencies are found to have score same marks as per evaluation criteria, the Competent Officer authorized by NIFT shall decide about the Bidder to which the offer shall be granted based on the report on the past performance of the firm, and length of experience etc. The decision of the Competent Authority shall be final.
- (xi) The tender document/ work award is not transferable under any circumstances.
- (xii) Any change(s) w.r.t. this tender will be notified through website only
- (xiii) All costs incurred in connection with submission of bids like preparation, submission any personal visits, submitting the bids personally, subsequent processing etc. shall be borne by the bidder. NIFT will not be responsible / liable for the same regardless of the outcome of the tendering process.
- (xiv) NIFT reserves the right to accept or reject any or all the tenders without assigning any reason.
- (xv) TDS and other Taxes as applicable will be deducted from bidder/ company bills as per Govt. instructions from time to time.
- (xvi) The tenders not strictly in accordance with the conditions / specifications as per Tender Document are liable to be rejected.
- (xvii) The successful firm shall have to execute an agreement on the non-judicial paper of the value of Rs. 100/- duly signed and stamped.

- (xviii) (a) A bidder/company shall have the right to be heard in case it is felt that proper procurement process is not being followed and/or his or her tender has been rejected wrongly.  
(b) The bidder/company may be permitted to send written representation which may be examined by NIFT.
- (xix) After technical evaluation of the bids by the Committee, only bidders/companies found to be eligible will be short listed for opening of the financial bids. Only the bidders/companies or their duly authorized representative carrying the letter of authorization will be permitted to attend the opening of bids. Incomplete, unsigned pages, non-submission of required documents or evidence as specified by the NIFT will be treated as non-compliance and the bidder/ company s' bid will be liable for rejection.
- (xx) The bidder/company is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the tender prior to submitting the proposal. Requests for clarifications should be sent to E-mail: director.it@nift.ac.in and webmaster.ho@nift.ac.in
- (xxi) Compliance with NIFT's Requirements: The indicated work specifications given in the tender document should be strictly complied with without any qualification. Insufficient, incorrect or invalid information provided by the bidder or his representative, if any will disqualify the bidder and bidders quotation will not be considered valid. NIFT reserves the right to accept or reject any/all the tender without assigning any reason.
- (xxii) Delivery Terms and Period: The regular up-dation will be handled by the successful bidder and will start from the date of award of contract. The bidder will undertake a study to finalize the requirements in consultation with NIFT. The work plan outlining the different phases and delivery schedule will be submitted to NIFT for approval. The bidder should ensure timely completion of work as per schedule. The proposal should specify the schedule and delivery period to be completed within 04 (Four) months/ mutually agreed schedule.
- (xxiii) Period of Contract: NIFT will enter into a contract for the Design, Development and Maintenance of the Website. The contract will provide for Design, Development and Maintenance( updating / modification in existing module/ adding new module as per the requirement of NIFT) for a period of 01 (one) year from the date of successful completion of the work. NIFT reserves the option to extend the contract for further specified period under mutually agreed terms and conditions or to maintain the Website on its own after the end of the contract period.
- (xxiv) Award of Contract and Execution of Contract Agreement: NIFT will award the work contract to the bidder on the basis of evaluation done under Combined Quality cum Cost Based Systems. The bidder will execute an agreement on acceptance of the contract, incorporating the terms of engagement based upon the terms specified in the tender document as per format approved by the NIFT.
- (xxv) Completion the Contract: The Contract will be deemed to be completed on successful development, designing and hosting of website , completion of training of the NIFT's Technical Team and handing over of the source code along with design and technical details including

documentation which should be provided to NIFT after training till satisfaction of the user and during acceptance Testing.

- (xxvi) Time Frame: The time frame for study, design and development of the Website including successful audit from CERT-In empaneled agency or any Government of India Agency for security audit certificate / safe to host certificate and completion of the portal along with the transfer of final source code will be 04 (Four) months from the date of award of the contract/ mutually agreed schedule.
- (xxvii) Cancellation / termination of agreement: NIFT at its sole discretion with prior notice can cancel / terminate the agreement without assigning any reasons there. The bidder will deliver to NIFT all the work product deliverable completed and confirm in writing that all rights and permissions and licenses are also vested now with NIFT and that it is free of royalty and is fully paid up. All payments due to bidder and payable till that time will only be paid by NIFT.

## **10. CONCILIATION / ARBITRATION**

- (i) If any dispute(s) or difference of any kind whatsoever arise between the parties, the parties hereto shall negotiate with a view to its amicable resolution & settlement through a Committee appointed by DG-NIFT
- (ii) In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences as detailed above shall be referred to & settled by the sole Arbitrator to be appointed by DG-NIFT.
- (iii) The Arbitration proceedings shall be in accordance with the preventing Arbitration & Conciliation Act, 1996 & Laws of India as amended or enacted from time to time.
- (iv) The venue of the Arbitration shall be New Delhi.
- (v) The Arbitrator will give the speaking & reasoned award.

## **11. APPLICABLE LAW & JURISDICTION**

All matters connected with this shall be governed by the Indian law both substantive & procedural for the time being in force & shall be subject to the exclusive jurisdiction of Indian Court at Delhi.

NIFT reserves the right to annul the bidding process at any time period to award of contract including rejection of any or all bids after the same have been received, without thereby incurring any liability to the affected bidder/company or any obligation to inform the affected bidders/companies on the ground of NIFT action.

## 12. VALIDITY

- (i) The bidders/companies should satisfy themselves before submission of the tender to NIFT that they meet the qualifying criteria and capability as laid down in the Tender document.
- (ii) Rates should be valid for a period of 3 (Three) months from opening of Financial Bid.
- (iii) The tender should be submitted and signed by a duly authorized person, giving full name of the company with its current business address.
- (iv) The bidders/companies should satisfy themselves before submission of the tender to NIFT that they meet the qualifying criteria and capability as laid down in the Tender document.

Clarifications regarding the tender documents, if any, can be sought not later than 5 days before the last date of tender from Information Technology (IT) Department on Phone.:- 011-26542028/011-26542004

## **CHECKLIST**

<b>Sl.No</b>	<b>Documents to be submitted</b>	<b>Proof Required</b>
<b>1</b>	The proof of Average Annual turnover of Rupees Eight lakhs of last three financial years i.e. 2013-14, 2014-15 and 2015-16 related to Website development for preceding three years as on 31 <sup>st</sup> March, 2016 which shall be duly certified by CA	To be attached
<b>2</b>	The company should have had at least Five (05) years of experience in designing, maintaining & managing Websites & live Hosting of educational institutions/University/Government/PSU/Corporate bodies/Private Companies/Sectors.	To be attached
<b>3</b>	The company should have had experience in at least similar completed projects as per criteria. Listed at Page No. 3 Point 3 (II) (b) of live websites along with the detail of the organizations whose websites have been developed.	To be attached
<b>4</b>	Copy of PAN/TAN number of the firm/ company.	To be attached
<b>5</b>	The Bidder capability of handling multi lingual projects and should attach proof / certificate from referenceable clients, if any.	To be attached
<b>6</b>	Detailed Technical Proposal content shall be provided in the Format at ANNEXURE – I (a).	To be attached
<b>7</b>	Certificates / Undertaking to the effect that the bidder had never been blacklisted by any of the Government Organisation / Agencies (self attested)	To be attached
<b>8</b>	Earnest Money Deposit of Rs. 32,000/- in the form of Demand Draft/ Pay Order in favour of "NIFT" payable at New Delhi.	To be attached
<b>9</b>	Tender cost of Rs. 500/- in the form of Demand draft/ Pay Order in favour of "NIFT" payable at New Delhi.	To be attached
<b>10</b>	No. of technical personnel employed in organization with complete list duly self attested.	To be attached

## ANNEXURE – 1(a)

TECHNICAL BID FOR DESIGNING, DEVELOPING AND MAINTAINANCE OF NIFT WEBSITE

### TO BE SEALED IN ENVELOPE SUPERSCRIBED “TECHNICAL BID”

(Signature and Stamp of the Bidder)

1. Name of Company
2. Name of the Authorized Person(s)  
(WHO SIGNS ON THE TENDER DOCUMENT)
3. Address of the company
4. Phone No-
5. Email- Address
6. Mobile No-
7. Fax:-

#### Technical Evaluation

Sl.No	Details	Information to be filled by bidder/ company	Points
	<b>Profile of the Company</b>		
1	Average Annual Turnover of the company on similar completed projects in last three consecutive years ending upto 31 <sup>st</sup> March 2016.		
2	Presentation	Not to be submitted with bid. Presentation to be made before committee	
a	Three Sample website design template		
b	Interactive and dynamic features		
c	Overall aesthetics		
d	Execution Plan		
e	Technical details / Technology		
3	No. of designed, maintained & managed Websites & live Hosting of educational institutions/University/Government/PSU/Corporate bodies/ Private Companies/Sectors.		
4	No. of years of work experience in website Development		
5	Nos. of Technical Personnel		
6	PAN/TAN No. of the firm/company		
7	Multilingual projects, if any		
8	Never been blacklisted by any of the Govt. Organisation/agencies		
9	EMD		
10	Tender Cost		

**Signature & Seal of Company :.....**

**ANNEXURE – I (b)**  
**National Institute of Fashion Technology**  
**Read and Accepted (Signature and Stamp of the Bidder)**

**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/our principal firm have no objection in signing the Work Order for consultancy of development services, if the opportunity for the designing, developing and maintenance of official website of National Institute of Fashion Technology against this tender is given to me/us.

**Signature & Seal of Company :.....**

**Name of Authorized Signatory:.....**

**Name of Company :.....**

**Seal of the Company:.....**

**Address of Company:.....**

**Contact No. of Company:.....**



## ANNEXURE – II

**FINANCIAL BID FOR DESIGNING, DEVELOPING AND MAINTENANCE OF NIFT WEBSITE**  
**TO BE SEALED IN ENVELOPE SUPER SCRIBING “FINANCIAL BID”**

**Price Schedule**

<b>Sl.No</b>	<b>Particulars</b>	<b>Fee (Rupees &amp; in Words)</b>
1	Designing and developing of the NIFT website with sixteen Microsites of each of sixteen NIFT campuses in regional languages and microsites of Resource Centers with other microsites of seminars/events etc. as per the present requirement. This cost should include the cost of Security Audit of website as per ERNET.	
2	Annual Maintenance Contract Charges, Services support must include – Online/offline maintenance support, trouble shooting, regular contents upload/changes, date backups service support etc. as per the user department requirements & convenience	
3	Total cost (Sl.1+2) excluding all taxes	
4	Taxes to be indicated separately	
5	Total project cost (Sl.No.3+4) including taxes	

**Signature & Seal of Company :.....**

**Name of Authorized Signatory:.....**

**Name of Company :.....**

**Seal of the Company:.....**

**Address of Company:.....**

**Contact No. of Company:.....**

**ANNEXURE - III**  
**(On Rs. 100/- Non-Judicial Stamp Paper) CONTRACT AGREEMENT**

(To be signed by the qualified bidder, before rendering services to NIFT)

1. This agreement is made on ..... (date) between National Institute of Fashion Technology (Hereinafter called NIFT which expression shall unless excluded by repugnant to context, include his successors and assignees) and \_\_\_\_\_ (Hereinafter called the bidder/ company which expression shall unless excluded by or repugnant to context, include his successors and assignees) on the other part. The agreement shall remain valid from..... to.....
2. Whereas NIFT has invited tender for design, development and maintenance & management for the official website of National Institute of Fashion Technology (NIFT) for.....
3. NIFT has approved the tender for the work at an amount of Rs..... The work is to be carried out as per the direction of the designated officer.
4. The contract period shall be initially for ..... with effect from.....to..... which can be extended on mutual consent of both the parties for the additional period. The following documents have been annexed as integral part of contract and initiated one behalf of parties hereto:  
(a) Tender document. (b) Price bid No. .... (c) Letter No. ....
5. It shall be the sole responsibility of the bidder/ company to ensure effective services and if there is any loss/shortage of any material to the institute during the course of their duties on account of dishonesty, theft, connivance or due to any cause other than natural calamity. The same shall be recovered from the agency.
6. The bidder/ company will take all steps as required under law in case of any loss or other contingency in consultation with NIFT.
7. The bidder/ company has furnished a Performance Security of .....  
(Rupees.....only) in shape of "Deposit at Call" No.....duly pledged and renewed upto ..... in favour of "NIFT", New Delhi, which shall carry no interest.
8. That in case of any dispute arising between the parties with reference to the contract, interpretation of the terms or any claim whatsoever, NIFT or any person appointed by NIFT shall be the sole Arbitrator to decide the matter and the provisions of Arbitration and Conciliation Act 1996 shall be applicable. The bidder/ company shall have no objection to the Designated Arbitrator or other appointed person as Arbitrator by him. The place of Arbitration proceedings shall be at New Delhi
9. The bidder/ company will not sub-let the contract of these services to any other agency or individual(s).
10. The bidder/ company amount of this work is as per the rate approved with services charges.
11. The bidder/ company will be responsible for compliance of various statutory obligations and law enacted from time to time.

12. The bidder/ company shall maintain absolute security with regard to all the matter that comes to his knowledge by virtue of this contract.
13. It is clearly understood by both the parties that this agreement is a financial agreement and not one is creating any employment.
14. Consolidated bill with the full details pertaining to the specified period / stage of completion will be submitted by the bidder/ company and after due scrutiny NIFT will make requisite payment to bidder/ company..
15. That the terms of tender which have not been mentioned in the contract shall also apply and form part of the contract for all the intents and purposes.
16. Decision of NIFT in regard to interpretation of the Terms and Conditions and the Contract Agreement shall be final and binding on the bidder/ company.
17. That in case of any loss being suffered by NIFT or the violation of the terms and conditions of contract; the NIFT shall have right to deduct all claims against bidder/ company for the security and NIFT shall have right to forfeit and deduct the claim amount from the security amount partly or entirely as per the claim.
18. The time frame for study, design and development of the Website including successful audit from CERT-In empanelled agency or any Government of India Agency for security audit certificate for safe hosting of website and completion of the portal along with the transfer of final source code will be 04 (Four) months from the date of award of the contract.
19. The bidder/ company undertakes to comply fully with the NIFT's requirements for the project. The project should be completed as per the work plan agreed upon. In case the bidder/ company does not complete the project as per work plan, the NIFT will be at liberty to levy a penalty of upto 2% of the Contract Amount for every two weeks of delay. The maximum amount of penalty shall not exceed 10% of contract value. In addition, amount of security shall also be forfeited.  
In case of any breach of the contract the NIFT will be entitled to withhold any payments due and accrued and also to invoke the NIFT guarantees furnished by the bidder/ company. NIFT will also be entitled to initiate any actions to recover in whole or part any of the amounts already released to the bidder/ company upto that time, besides any other action that the University may like to take against the bidder/ company.
20. That in case of any loss being suffered by NIFT or the violation of the terms and conditions of the contract, the NIFT shall have right to deduct all claim amount against bidder/ company and NIFT shall have right to deduct the claim amount from the security amount partly or entirely as per the claim.
- 21 . Termination: The Contract may be terminated by giving one months' notice, in case the agency:
  - (a) Assigns or sub-contracts any of this service.
  - (b) Violation/contravention of any of the terms and conditions mentioned herein.
  - (c) Does not improve the performance of the services in spite of instructions.
  - (d) Any violation of instruction/agreement or suppression of facts.
  - (e) bidder/ company being declared insolvent by competent court of law. On termination of the contract, NIFT shall not indemnify any loss caused to the agency by such terminations, whatsoever it may be. During the notice period for termination of the contract in the situation contemplated above, the bidder/ company shall keep on discharging his duties till the expiry of notice period.

22. Arbitration: In case of any dispute or differences arising on terms and conditions, the same shall be settled by reference to arbitration by Sole Arbitrator to be appointed by NIFT.

THIS WITNESS WHEREOF both the parties have set and subscribed their respective hands with their seal in the presence of the witness:

- 23 Payment Terms:  
90% payment of order value will be made on delivery, completion, hosting of portal and successful audit from CERT-In empanelled agency or any Government of India Agency for security audit certificate / safe to host certificate along with transfer of final source code and balance 10% payment shall be released after the closure of maintenance contract

National Institute of Fashion Technology (NIFT)

Witness:

- 1.
- 2.

AGENCY

Witness:

- 1.
- 2.

## Annexure- IV

Website sitemap.

### **Home**

- CMS Login
- Sitemap
- Tenders
- Downloads

### **About Us**

- The Institute
- Accreditation
- BOG Members
- Administrative Setup
- Academic Setup
- NIFT Campuses
- Facilities

### **NIFT Campus**

- Bengaluru
- Bhopal
- Bhubaneswar
- Chennai
- Delhi
- Gandhinagar
- Hyderabad
- Jodhpur
- Kangra
- Kannur
- Kolkata
- Mumbai
- Patna
- Raebareli
- Shillong
- Srinagar

### **Admissions**

- Regular Programme Admission Guidelines
- Lateral Entry Admission
- Ph.D Admission

### **Academics**

- Regular Programme
  - B.Des.(Fashion Design)
  - B.Des.(Leather Design)
  - B.Des.(Accessory Design)
  - B.Des.(Textile Design)
  - B.Des.(Knitwear Design)
  - B.Des.(Fashion Communication)
  - B.FTech.(Apparel Production)
  - M.Des.(Master of Design)
  - M.F.M.(Master of Fashion Management)
  - M.FTech.(Master of Fashion Technology)

## **Seat Availability**

Continuing Education  
Bridge Programme  
Ph. D Programme  
International Linkages  
Resource Centre  
Research & Initiative  
Placements  
Contact Us  
Establishment  
Circulars/Office Memorandums  
Annual Report  
RFD  
Cluster Initiative  
Designers Pool  
Alumni  
Downloads  
Old Website  
Vigilance Corner  
FAQs  
Related Links  
Consultancy  
NIFT Act  
NIFT Ordinances  
NIFT Statutes  
RTI Act  
Privacy Policy & Caution Notice  
Terms and Conditions  
Help

**“This is indicative and not an Exhaustive”**