

वै.औ.अ.प-राष्ट्रीय वनस्पति अनुसंधान संस्थान राणा प्रताप मार्गलखनऊ , CSIR-National Botanical Research Institute Rana Pratap Marg, Lucknow



NIT No. 7/NBRI/WEBSITE/25-Gen.

NAME OF WORK:Design & Development of CSIR-NBRI Website with Bilingual,
Security Audit, GIGW 3.0 Compliance & STQC Certificate.

NOTICE INVITING E-TENDER

On behalf of Director, CSIR – NBRI, tender is invited for the following work as detailed below. Interestedfirms/candidates may apply along with the required information and supporting documents. **The bids should be submitted through CPP Portal Only. Draft in respect of EMD is to be submitted in original before date/time of opening of tender.** The financial bid will be considered only for the bidders who fulfill the eligibility criteria in technical bid.

Sr.	Name of Work	Estimated	Tender	EMD	Start Date of	Last date of	Date of
No.		cost (in Rs.)	Fee		tender	Submission	tender
					downloading	of tender	opening
1.	Design	10 Lakhs	NIL	Rs.20000/-	18-07-2024	25-07-2024	26-07-2024
	&Development of				from 06:00	03:00 PM	03:30 PM
	CSIR-NBRI				PM		
	Website Bilingual,						
	Security Audit,						
	GIGW 3.0						
	Compliance &						
	STQC Certificates						

The tender documents can be downloaded through website <u>https://etenders.gov.in</u> or www.nbri.res.in. The Income Tax and TDS-GST would be deducted @ 2% as per Income Tax Rules & other statuary deductions as per rules, applicable from time to time. If lesser deduction is applicable as per Income Tax Laws & Rules, documents in support of the claim may be provided.

- Incomplete tender or tenders received without requisite documents as per tender terms & conditions shall also be summarily rejected. Canvassing in connection with tender/quotation is strictly prohibited. The Director, CSIR-NBRI reserves the right to reject any or all the quotations or allot part of the work to different agencies without assigning any reason whatsoever.
- EMD to be deposited in form of Demand Draft issued by any scheduled bank in favour of Director, CSIR-NBRI payable at Lucknow. (Firms registered under NSIC/MSME Act are exempted NSIC/MSME Certificates must be submitted along with the tender document, failing which the tender submitted, is liable to be rejected.)

Controller of Administration

CHECKLIST for Documents to be attached

1.		
1.	Name of the Organization/ Firm, location of office	
	with complete address with Telephone/ Fax nos.	
	and e-mail address. (attach proof)	
2.	PAN/TAN Number of the firm	
3.	GST Registration Number of Firm (Copy of the	
	same may be attached.)	
4.	Copy of the ITR for last three financial years (2020-21, 2021-22, 2022-23).	
5.	A copy of latest audited Balance Sheet for last three (03) financial years (2020-21, 2021-22, 2022-23).	
6.	Has the firm attached Annexure A containing	
	description of work, terms, etc. Duly signed on	
	allpages?	
7.	Has the firm attached an Affidavit in the	
	prescribed format as per Annexure B?	
8.	Does the firm having experience of providing	
	similar work in the Govt./Semi-Govt./Public	
	departments in last three (03) years? (If yes,	
	copy of the same may be attached.)	
	Experience in similar work to the tune of at	
	least Rs 8.00 Lacs and above per annum in a	
	single contract of or two works worth at least	
	Rs.5.00 Lacs. Each or three works worth at	
	least Rs.4.00 Lacs each annually during last five years ending 31.03.2024.	
9.	Has the firm attached the Undertaking by the	
	bidder as per Annexure –C.? (on letterhead of	
	firm)	
10.	Demand Draft for EMD (DD No. & Date)	
11.	Agreement Copy	
12.	Relevant documents as per Annexure A point 10 if	
	applicable.	

Place:

Date:

Signature of Tenderer

Address. (duly Stamped) **Description of Item:** Design and Development of CSIR-NBRI website with Bilingual, Security Audit, GIGW 3.0 Compliance and STQC Certificate.

Sl.	Description	Compliance
No.		Yes / No
1.	The CSIR-NBRI website should be Bilingual, GIGW 3.0 Compliance & STQC Certified and Complete Security Audit should be carried out by the Vendor with terms and conditions	
	that the payment will be released only after conditions / certifications are fulfilled.	
2.	The Hindi content should be developed parallely along with the English Content.	
3.	Supporting Documents of Specifications, terms and conditions must be provided.	
4.	The website content would be Bilingual (Hindi & English) and should be GIGW 3.0 [Guidelines for the Indian Government Website (https://guidelines.india.gov.in)] compliant.	
5	Payment to the Vendor will be made only after completion of website along with Security Audit (for 1 year), GIGW 3.0 Compliance & STQC Certificates (for 3 years) and other Certifications required as per GoI instructions.	
6	The registered office of the vendor developing the website should preferably be in Lucknow.	
7	The developer needs to visit CSIR-NBRI during development stage of Website as and when required by the Institute.	
8	Stage of Website as and when required by the Institute.The Certification and Audit of Website should be carried by the Vendor through Agencies which are empanelled by the CERT-IN as per the guidelines of Government of India .	
9	The vendor is requested to present initially 05 Templates withina week after award of Work and out of this 01 template will beselected by the Website Committee for further development ofwebsite. The selected template may also be modified during theimplementation phase.	
10	The Company / Vendor should who have already developed GIGW Compliance Websites along with Certifications and Audit of Websites would be preferred. Those who have worked with Research Organisations (particularly CSIR Institutes) will be given more preference. Relevant documents as proof shall be submitted.	
11.	The vendor / bidder should provide detailed activities time schedule, which represents the shortest practical time to complete	

CSIR-NBRI Detailed Specifications, Terms & Conditions: -

	all necessary task and meet the obligations of the requirements. All significant activities must be included, including those associated with the delivery, acceptance testing and installation and commissioning of the products and quality certifications.				
12.	Timeline :				
	1. Five templates of the website	Within 7 days after award of Work Order			
	2. At least 50% of website	Within 30 days after award of Work Order			
	3. Complete Website	Within 90 days after award of Work Order.			
	4. Necessary Certifications	Within 40 weeks after award of Work Order.			
13.	(a) Dequirement Study:				
13.	(a) Requirement Study: The vendor will be expected to do a website, which when agreed upon by	the CSIR-NBRI, will form			
	part of the Agreement to be signed with navigation structure, general functiona for the design will be discussed with t	alities and reference points the successful Bidder prior			
	to start of work. In this context, Inst	itute will also be open to			
	design & development suggestions fr				
	The Software Requirements Specificat				
	to be submitted to CSIR-NBRI before	the start of the project.			
14.	(b) Information Collection:				
	The vendor will have to depute (/post				
	information and pictures from the divisions and DRC of the Institute init				
	are available on the existing webs commissioned, update of the in				
	responsibility of the departments/divis will be supposed to inform the Web N updates that are required to be mad				
	period.				
15.	(c) Image Enhancement Activities: Several images including those of doc				
	be scanned and placed on the website. quality of scanned images is enhanced and required image enhancement				
	Despeckle, contrast ratio setting etc	e. has been done on the			
	scanned documents. In case the docum				
	the bidder's responsibility to scan the s	-			
	resolution i.e. 600 dpi or higher. In cas	e if scanned documents are			

	1		r	
	not legible then document scanning shall be done in Grey Scale.			
	No extra	a payment shall be made for the same.		
16.	(d) Com	npatibility		
	The site	design must be cross-browser and cross-OS compatible		
	up to the	e most recent browser / OS versions. Support for three		
	platform	s: Desktop/Tablet or Notebook and Mobile form factors		
	will also be required.			
17.	(e) Fund	ctionalities Required:		
	The we	bsite will be based on a Web Content Management		
	System.	Facility to update content by multiple users from		
	anywher	re through browser based administrative module using		
	editing t	tools like WYSIWYG allowing non-technical users to		
	create an	nd edit content.		
	i.	Separation of Design and Content - content to be		
		stored in the database and designed to be controlled by		
		the use of cascading style sheet (CSS). Separate CSS		
		for use with Internet Browsers and Mobile Browsers.		
	ii.	Development of Main site will include development of		
		pages for intranet and guest house management.		
	iii.	Search Engine Optimization (SEO)- The vendor shall		
		create SEO Program that results in an increase in		
		overall visitors. SEO friendly URLs should be created		
		through WCMS. Every page should have dynamic		
		meta tags (through WCMS).		
	iv.	Website shall have facility to share the Live Streaming		
		links (with embedded Video Player) of events.		
	v .	WCMS system should support user Groups, allowing		
		the administrator to control how registered users		
		interact with the site. A page on the site can be		
		restricted to one or more groups.		
	vi.	The WCMS site shall be able to create microsites/web		
		portals within a main site as well.		
	vii.	The solution should have user right based Content		
		Management Solution.		
	viii.	Automated templates shall be provided which are		
		customizable.		
	ix.	WCMS should allow administrator to set up rules for		
		workflow management, guiding content managers		
		through a series of steps required for each of their		
		tasks.		
	х.	Admin section must be protected by username and		
		password and using salted MD5 encryption. At		

	database level password should be stored in encrypted	
	format. After consecutive wrong attempts the password	
	should be sent to through email/sms.	
xi.	The Website shall facilitate online payments/payment	
	gateways (PayGov	
	http://paygovindia.gov.in/index.html) (Internet	
	Banking, Challan Mode, Debit and Credit Cards of	
	multiple Banks) through the Portal. Provide interface	
	and access to the external payment gateway for	
	enabling the online payment services. Payment	
	Gateway services should provide complete audit	
	functionality for tracking and monitoring/reconciling	
	the financial transactions taking place through CSIR-	
	NBRI.	
xii.	The Bidder will provide an operational guarantee on the WCMS designed and also provide support for at	
	least (1+4) years after the launch of our website with	
	necessary valid certificates so that modification can be	
	made by vendor, if Institute finds that WCMS is not	
	fulfilling our needs or if further improvements are	
	required. All troubleshooting required would be the	
	responsibility of the Bidder.	
xiii.	Each link created by admin should specify the title of	
	page and admin should have provision for entering date	
	by which the link may expire. The default shall never	
	expire.	
xiv.	Dynamic News/Events/Notification Management	
	System: Facility to manage Departmental	
	News/Events/Notification through an administrative	
	control panel. Administrator can upload pictures to	
	their events. Also can add Caption to the pictures,	
	facility to search news via a strong search engine,	
	Facility to manage news/event write-up/contents by multiple users from anywhere through browser based	
	administrative module using a WYSIWIG editor	
XV.	Dynamic Photo gallery/Video Management System:	
22.4.	Facility to manage photo gallery via an administrative	
	control panel. i.e., add/edit/delete photo gallery	
	categories, facility to upload new pictures to these	
	categories along with caption, facility to manage	
	pictures and caption.	
xvi.	Graphical, Pictorial and audio video interfaces,	
	wherever and whenever needed.	

xvii.	Approval process – Ability to create a new page with formatted content, send it for approval and publish it	
xviii.	on the site after approval. User Management – Ability to create users, centres, students, Faculty/Department and define permissions	
xix.	for approval within a section. Database Management – Ability to create new	
	feature/utility and user interface to display dynamic content from the database during maintenance period.	
XX.	Menu Management – Ability to add, move, delete, modify menus on the site.	
xxi.	Multi-lingual content: Ability to create content in multiple languages. It is expected that the basic site	
	will be in English and Hindi. If content is not translated, the link should show English content by	
xxii.	default. Ability to add more languages in future. To design and develop the website as per GOI guidelines in Hindi and English with CMS and ability	
	to add more languages (No Google translation to be used).	
xxiii.	Comprehensive search facility of individual section of the website as well as entire website both in English and Hindi.	
xxiv.	Conversion of content as per GOI guidelines in the approved time line by NBRI.	
XXV.	To prepare the administrative interface for content entry by NBRI.	
xxvi.	To prepare the administrative section of the website for bilingual content.	
xxvii.	Addition of content as per the requirement.	
xxviii	. Programming & Database Features	
	i. Unlimited MySQL Database with php My Admin Access	
	ii. Programming Language CGI, Fast CGI, PHP, Ruby on Rails, Perl, Python SSI	
	iii. Microsoft .net with SQL Server.	
	iv. Programming Modules: Curl, CPAN, G D Library lmageMagick	
	v. System Management: SSH Access and Cron job Scheduling	

18.	(f) Security:	
	The website should allow secured socket layer. After	
	development of website, vendor needs to carry out security audit	
	of developed website through NIC or CERT.IN empanelled	
	agencies. In addition, vendor needs to get Website Quality	
	Certificate for GIGW 3.0 Compliance and STQC Certificate in	
	concurrence with guidelines of Govt. of India.	
19.	(g) Maintenance of the Website and De-bugging.:	
	Vendor has to do the maintenance of the Website for a period of one year from the date of Commissioning of the website, which	
	will include de-bugging of the website on their own as well as	
	when reported. This maintenance will be considered part of the	
	implementation process. On successful completion of the one-	
	year period, the Vendor may be awarded the Annual Maintenance	
	Contract for the website on payment basis, for which, the Vendor	
20	is expected to quote the rates separately in the Financial Bid.	
20.	(h) Training:	
	Extensive training should be undertaken for users at CSIR-NBRI	
	to handle web content related to their Department/ Faculty etc. Additionally, a separate training should be done for web	
	administrators, which should include a technical session	
	dedicated to explain the source code.	
21.	(i) Documentation:	
	Complete documentation on the WCMS web site- User Manual	
	and Technical Manual has to be provided.	
22.	(j) Deliverables:	
	i. Hardware and Software requirements specifications	
	required for the project.	
	ii. Work Plan Schedule	
	iii. Source Code with Complete Documentation (including	
	System & Operations Manuals)	
	iv. Tools used with licenses, if any	
	v. Training	
	vi. BC & DR Plan	
	vii. Licenses wherever required and commitment letter for	
	non-infringement of Trademarks and Copy rights.	
	viii. Confidentiality and Non-Disclosure Agreement.	

Copyrights & Trademarks- Bidder will hand over all the software and graphics to CSIR- NBRI for the purpose of copyright and intellectual ownership.

Training: The bidder shall provide trainings) and hand-holding for system admins and IT personnel after commissioning of websites at NBRI's server. The handholding will involve functioning of workflows by taking test/active cases in WCMS & Website.

Other Terms & Conditions

- **Development Duration-** The bidder shall complete all the designing, development and commission work of the website with GIGW 3.0 Compliance & STQC Certificates within 40 weeks from the date of award of work failing which Liquidated Damages shall be charged.
- Installation, commissioning, hand-holding & training carried out by the trained personnel of bidder/developer by visiting CSIR-NBRI premises.
- GIGW 3.0 Compliance & STQC certification for the main websites shall be done by the bidder. Further, bidder shall engage the CERT-empaneled agency for the GIGW 3.0 Compliance & STQC work. The cost for the GIGW 3.0 Compliance & STQC certification should be mentioned separately.
- **Experience** Bidder should have previous work experience of Web Designing, Developing Websites, Web applications, and providing web related services.
- The bidder shall submit the PO/work completion certificates, of earlier websites developed by them for CPSUs/ Central Government/State Government/Public Sector organizations/Autonomous Bodies/ Statutory Bodies/University.
- **Dedicated Services-** The bidder shall provide dedicated web developer services after successful completion of all the designing and development work.
- The bidder will not sub-contract the work awarded. An undertaking to this effect has to besubmitted by the successful bidder.
- Bidder should have adequate in-house infrastructural facilities for the said work including 24x7 technical support team.
- Response time against the complaint/issue raised on email etc. : 24 hours. Resolution time within 72 hours. Beyond this time, penalty clause shall apply.
- The 1 years Warranty & 4 years Maintenance period shall be deemed to start after the successful commissioning of the website with GIGW 3.0 Compliance & STQC certificate.

Financial BID Vendor should quote as per following table:

S1.	Description	Rate
No.		
1.	Design and Development of CSIR-NBRI website with Bilingual, Security Audit, GIGW 3.0 Compliance and STQC Certificate a) Design and Development of Bilingual CSIR- NBRI Website with 1 year of warranty b) Security Audit for first time c) GIGW 3.0 Compliance & STQC of the Developed website first time d) AMC Charges for 4 years Total	a) b) c) d)

Terms and Conditions

- Bidder will ensure that rate quoted by him is inclusive of all the taxes (GST etc.).
- Warranty period of one year shall be continued after successful necessary commissioning, certification, auditing, GIGW 3.0 Compliance and handing over website.
- <u>AMC charges will be applicable after end of warranty and the same will be</u> <u>paid annually after successful completion of maintenance period.</u>
- This is the sole responsibility of the bidder, to whom the contract will be awarded, to renew the GIGW 3.0 Compliance & STQC Certificates and Security Audit Certificates before the expiry of initial period of certificates, so that CSIR-NBRI Website always has valid certificates for the duration of 05 years. Charges of the same will be paid on bill basis.
- Payment for 1 (a), to 1 (c) will be done after completion of website development and required certifications of website. Payment for 1(d) will be <u>paid annually after successful completion of respective maintenance</u> <u>period.</u>

ANNEXURE - B

AFFIDAVIT

I/We (Name)
Contractor/ Partner/ Sole Proprietor (strike out the word which is not applicable) of the	(Firm)
do	nereby
solemnly affirm and declare that the individual firm/ companies are neither black-listed by the U	nion or
State Government nor any Partner/ Shareholder thereof is directly or indirectly connected with c	r has
any subsisting interest in business of my/our firm.	

DEPONENT

Address: _____

_

Verification:

Verified that the contents of above affidavit are true and correct to the best of my knowledge and beliefs. No part of it is false and nothing has been kept concealed therefrom.

DEPONENT

Place	:	
		· · · · · · · · · · · · · · · · · · ·

Dated : _____

(Note: To be furnished on non-judicial stamp paper duly attested by the Oath Commissioner)

UNDERTAKING BY THE BIDDER

То

The Director, CSIR – Nationl Botanical Research Institute, Lucknow

Tender Ref. No. :

Name of Tender:Design & Development of CSIR-NBRI website with Bilingual, SecurityAudit, GIGW 3.0 Compliance and STQC Certificate.

Sub: Acceptance of Term & Conditions for Pre-Qualification Criteria -reg.

Sir,

I/We assure the availability of adequate in-house infrastructural facilities for the said work including 24X7 technical support team and I/We assure that the project/work awarded by CSIR-NBRI, Lucknow shall be maintained for (1+4) years on the same rates given in the price bids. I/We understand that in case the said undertaking is found to be false at any time. I/We are liable to penal action including but not limited to the recovery of penalty as per the terms and conditions of the NIT. I/We hereby accept all the terms & conditions of the Tender unconditionally. I/We also assure that at any stage of the awarded contract, the work or its part shall not be sub-let to another agency(ies).

Authorized Signatory (Signature of the Bidder, with Official Seal)

AGREEMENT FOR DESIGN & DEVELOPMENT OF WEBSITE

This AGREEMENT made on this day______between the COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH, a Society registered under the Societies Registration Act and having its office at "Anusandhan Bhawan", Rafi Marg, New Delhi (hereinafter referred to as CSIR) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the ONE PART.

And

______ (hereinafter referred to as Contractor) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the OTHER PART.

WHEREAS the CSIR-National Botanical Research Institute, Lucknow is desirous of giving a job contract for design and development of website for CSIR - NBRI at **Lucknow** which is a constituent unit of CSIR (hereinafter referred to as CSIR-NBRI), and whereas the Contractor has offered to provide the services on the terms and conditions hereinafter stated.

WHEREAS Contractor has represented that he is a registered Contractor under the provisions of The Indian Contract Act, 1872 and has further represented that he is eligible to get this contract and there is no legal or any other bar for him in this respect. Any obligations and/ or formalities which are required to be fulfilled under the said Act or any amendment thereto for the purpose of entering into and/ or execution of this contract shall be carried out by the contractor at his own expenses, etc. and the contractor shall report the compliance thereof to the CSIR-NBRI. The contractor shall be solely liable for any violation of the provisions of the said Act or any other Act.

WHEREAS CSIR-NBRI has agreed to award the contract of work of Design & development of Website of CSIR –NBRI.

total value) by way of Bank Guarantee or Fixed Deposit Receipt.

NOW THEREFORE BY THESE ARTICLES AND ON THE PREMISES mentioned above, the parties have agreed to as under: -

A. GENERAL CONDITIONS

- Government Regulations-
 - (a) Websites and Content Management System should comply with W3C web content accessibility guidelines i.e. should be accessible to all irrespective of technology, platforms, devices or disability of any kind.
 - (b) Websites should be responsive for desktop, laptop, tablet and mobile.
 - (c) Getting the Security Audit by CERT-IN empaneled contractor and obtaining all necessary certificates and to ensure that websites comply with the 'Guidelines for Indian Government Websites (GIGW) will be the responsibility of the contractor.
 - (d) The website should comply fully with the guidelines issued from time to time by the Government of India for the development of the new website, till the contract period.

Website Hosting- The website shall be hosted at CSIR-NBRI's servers housed at NBRI premises. The website may be developed using latest standards and platform versions

compatible with Windows. The websites should be hosted on staging and production servers.

- Requirement Study- The contractor will be expected to do a requirement study for the website, which when agreed upon by the CSIR-NBRI. The contractor is encouraged to visit the existing website of CSIR-NBRI. The desired navigation structure, general functionalities and reference points for the design will be discussed with the successful contractor prior to start of work and on regular basis during the design & development work.
- Language Support- CSIR-NBRI website will be in two languages English as well as Hindi. If content is not available, the link should show English content by default. Ability to add one more language in future.
- **Content Migration** During development of website, the contractor should migrate the existing content from old website and place it at required place in new website, in discussion with designated personnel at CSIR-NBRI.
- Information Collection- The contractor will decide the template for the collection of information in concurrence with designated personnel at CSIR-NBRI, images, files and other media files from the different departments and scientists of the CSIR-NBRI.
- **Template Options-** Minimum 5 Templates of the website will be developed by the bidder for the presentation. A draft structure of website will be shown, discussed. Based on the feedback and got approved from the concerned authority before finalizing. This may involve re-designing/re-visiting of the homepage or other pages iteratively as per suggestions the personnel at CSIR-NBRI.
- Intuitive Layout- The website should have neat UI/UX with simple and easy navigation (at max 3 clicks from the home page to the information), appropriate colors, white spaces, andfonts should be used.
- Adware free platforms/technologies- There shouldn't't be any advertisement in the form of text or image on website by any software or third-party application.
- **No Copyright Violations** There must be no violation to any copy rights or licensing with anythird-party software on any module.
- **Hyperlinking-** All the website links in the current website and in intranet website should be maintained in new website. No backlinks in CSS or templates to other websites should be there.
- Application Backup and restore-
 - (a) A parallel copy of website is to be managed in different server for redundancy purpose that would be work as backup server.
 - (b) There must be periodic backup of website code, database and logs on daily, weeklyand monthly basis.

- (c Biweekly review of server for health and functioning.
- (d) Old data restore / Access
- (e) A backup and restore interface in CMS for the admin to take the complete backup (includes databases).
- Report Generation-
 - (a) Admin should be able to view and download the reports in different format like csv, pdf, docx. and also, able to download the reports on time basis like daily, weekly and monthly.
 - (b) Automatic report generation for audit logs/access logs/ error logs etc. should be available through WCMS on daily, weekly and monthly basis.
- Security- Website should be secure from any cyber-attack, intrusion, SQL injection or any other security issues on both coding and server level. There should be secure cookie and session management. SSL Certificate management also implement. SSL will be provided by CSIR-NBRI.
- **Preferred Development Technology-** All the technology that would be used for development should be in latest and stable version. The technology & platform should have support for next 5 years.
- Search Engine Optimization (SEO)- The contractor shall create SEO Program that results in an increase in overall visitors. SEO friendly URLs should be created through WCMS. Every page should have dynamic meta tags (through WCMS).
- **Testing- C**ontractor will carry out testing of workflow of WCMS in close coordination with system admin. The feedback from system-admin shall be incorporated in an iterative manner for implementation of smooth & desired functioning of work-flow in the WCMS.
- Warranty & Maintenance- WCMS and websites shall be maintained for (1+4 years) by the bidder after the date of the completion of development of the websites. This will include on-site Warranty, and Technical Support for the websites & WCMS during this period. Further, Maintenance will include (i) de-bugging of the websites by bidder on their own as well as whenever reported. (ii) Troubleshooting of software level issues that may arise on the server.

(ii) changes in the coding/scripting for up keeping of complete functioning of the website.

(iv) updating and patching of the technologies used in developing the WCMS and websites.

(v)Taking care of reported vulnerability, security threat or attack incident in 24 hours' time. Bidder shall work in close-coordination with the CERT empaneled agency for GIGW 3.0 Compliance & STQC certification.

- **Performance-** Loading time should be less than 5 seconds, and Caching should be enabled.
- Documentation Required-
 - The developer shall provide the following documentations in soft copies-
 - (a) Detail Project Plan

- (b) System Requirement Specification (SRS) document containing detailed requirement capture and analysis including functional requirement, Interface Specifications, application security requirements.
- (c) Complete Source Code with required documentation.
- (d) Test Plans and Test cases (including Unit Test Plan, System/Integration Test Plan, User Acceptance Test Plan, Security Test Plan, Load Test Plan)
- (e) Website Installation & Configuration Manual
- (f) Systems Administration Manuals
- (g) CMS Tool Manuals

Documents mentioned in Pt (a) to (g) are required to be submitted at the time of commissioning of the website)

- **Training-** The contractor shall provide training(s) and hand-holding for system admins and IT personnel after commissioning of websites at NBRI's server. The handholding will involve functioning of workflows by taking test/active cases in WCMS & websites.
- **Copyrights & Trademarks** Contractor will hand over all the software and graphics to CSIR-Institute of Microbial Technology for the purpose of copyright and intellectual ownership.

Terms & Conditions

- **Development Duration-** The Contractor shall complete all the designing, development and commission work of the website with GIGW 3.0 Compliance & STQC certificate within 40 weeks from the date of award of work.
- Installation, commissioning, hand-holding & training carried out by the trained personnel of bidder/developer by visiting CSIR-NBRI premises.
- GIGW 3.0 Compliance & STQC certification for the main websites shall be done by the contractor. Further, contractor shall engage the CERT-empanelled agency for the GIGW 3.0 Compliance & STQC work. The cost for the GIGW 3.0 Compliance & STQC certification should be mentioned separately.
- **Experience** Contractor should have previous work experience of Web Designing, Developing Websites, Web applications, and providing web related services.
- The contractor shall submit the PO/work completion certificates, of earlier websites developed by them for CPSUs/ Central Government/State Government/Public Sector organizations/Autonomous Bodies/ Statutory Bodies/University.
- **Dedicated Services-** The contractor shall provide dedicated web developer services after successful completion of all the designing and development work.
- The contractor will not sub-contract the work awarded. An undertaking to this effect has to be submitted by the successful bidder.
- Contractor should have adequate in-house infrastructural facilities for the said work including 24x7 technical support team.
- Response time against the complaint/issue raised on email etc. : 24 hours. Resolution time within 72 hours. Beyond this time, penalty clause shall apply.
- The 1-year Warranty & 4 years Maintenance period shall be deemed to start after the successful commissioning of the website with GIGW 3.0 Compliance & STQC certificate.

B. <u>CONTRACTOR'S OBLIGATIONS</u>

- 1. That the contractor shall carefully and diligently perform the work assigned to him as per requirement of CSIR-NBRI and in consultation with the CSIR-NBRI.
- 2. The contractor shall complete all the designing, development and commission work of the website with GIGW 3.0 Compliance & STQC certificate within 40 weeks from the date of award of work.
- 3. The contractor shall provide training after commissioning of the website.
- 4. The contractor shall have to submit the Security Deposit (10% of the contract value) in form of Performance Bank Guarantee issued from any scheduled bank in favour of Director, CSIR-NBRI, Lucknow valid for the period of contract and shall be released within one month of the successful commissioning of the website including GIGW 3.0 Compliance & STQC certification.

C. <u>PAYMENT TERMS</u>

As mentioned in Tender Documents.

D. <u>PENALTIES/ LIABILITIES</u>

1. The Contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and security deposit will be forfeited and further the work may be got done from another agency at the risk and cost of the contractor.

2. In case of the failure on the part of successful bidder to meet the response and resolution timelines as prescribed, the Director CSIR-NBRI reserves the right to apply penalty at the rate of a minimum of 0.5% per week subject to maximum of 10% of the total of development & the maintenance costs excluding GIGW 3.0 Compliance & STQCcharges for every such instance.

3. The above said penalty is over and above the Liquidated Damages for delay in successful commissioning which shall be at the rate of 0.5% per week subject to maximum of 10% of the total of development & themaintenance costs excluding GIGW 3.0 Compliance & STQC charges.

E. <u>COMMENCEMENT AND TERMINATION</u>

- 1. That this agreement shall come into force w.e.f.....and shall remain in force as per terms and conditions of the tender.
- 2. This agreement may be terminated on any of the following contingencies: -
- a) On the expiry of the contract period.
- b) On account of:
 - (i) Committing breach by the contractor of any of the terms and conditions of this agreement.
 - (ii) Assigning the contract or any part thereof to any sub-contractor by the contractorwithout written permission of the CSIR-NBRI.
 - (iii) Non-responsiveness of the contractor for fifteen consecutive days.
- c) On contractor being declared insolvent by competent Court of Law.

The contractor shall continue to provide services as before till such time the new/alternate working arrangement is made by the office.

F. <u>ARBITRATION</u>

- 1. In the event of any question/dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to **the Indian International Arbitration Centre (IIAC)**, **New Delhi** for appointment of Arbitrator to adjudicate the dispute.
- 2. The award of the Arbitrator shall be final and binding on the parties. The Arbitrator may give interim award(s) and /or directions, as may be required.
- 3. Subject to the aforesaid provision, the Arbitration and Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

IN WITNESS WHEREOF the parties hereto have signed these presents on the date, month and year first above written.

For and on behalf of CSIR-NBRI, Lucknow

For and on behalf of The Contractor

WITNESS

1.

2.

1.

2.