



ALL INDIA INSTITUTE OF AYURVEDA(AIIA)
GAUTAMPURI, SARITA VIHAR, Mathura Road, DELHI 110076
(India)

Website: www.aiia.gov.in

Email: it-section@aiia.gov.in

Phone Number 011-26950401(Ext. 2012)

Tender No.: I-14/4/2023-AIIA

Dated: 20 Feb 2024

For

“DESIGN, DEVELOPMENT, AND MAINTENANCE OF AIIA New Delhi WEBSITE “

Dr Umesh Tagade

Joint Director

Chapter-I

Notice Inviting Tender

The All India Institute of Ayurveda (AIIA) New Delhi is an autonomous organization under the aegis of Ministry of AYUSH Government of India. It will be a 200 bed referral hospital and also impart post graduate, doctoral, post doctoral and super-specialty programme in major streams of Ayurveda. The organization will broadly have two Wings – Hospital and Academic Wings. The Hospital Wing will have various Units like Registration, OPD, IPD, Laboratory, Pharmacy, Radiology, OT etc. The Academic Wing will comprise of Administration, Library, Conference/Class Rooms, Rooms of senior faculty members etc. AIIA has satellite institute at Goa.

AIIA has well established Information Communication and Technology (ICT) and Information Technology (IT) infrastructure. AIIA needs **DESIGN, DEVELOPMENT, AND MAINTENANCE OF AIIA New Delhi WEBSITE** in English and Hindi.

The Director, AIIA, Delhi invites tender under two Bid System viz. Technical Bid and Financial Bid from selection of a Technical Bidder, which should be a PSU/State PSU/CMMI III or above level company/firm/company/entities having sufficient experience, expertise and meeting technical qualification criteria (the “Bidder”) who shall provide “**DESIGN, DEVELOPMENT, AND MAINTENANCE OF AIIA New Delhi WEBSITE**”. Both the envelop should be placed in a bigger envelop super-scribed with Technical and Financial Bid for “**DESIGN, DEVELOPMENT AND MAINTENANCE OF AIIA New Delhi WEBSITE**”.

2. Description of the item(s) is given below:

S l. N o.	Item description	Detailed work scope	Estimated Cost (in ₹)
1	DESIGN, DEVELOPMENT, AND MAINTENANCE OF AIIA New Delhi WEBSITE	As mentioned in Chapter-V	32 Lakh

3. SCHEDULE OF TENDER

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S l. N o.	Activity Description	Schedule	
a.	Tender No.	I-14/4/2023-AIIA	
b.	Availability of Tender Document	The tender document can be downloaded from the AIIA web site http://www.aiia.gov.in or from the procurement portal http://eprocure.gov.in/epublish/app	
		Schedule	Time
c.	Document download start date	20.02.2024	15:00 hrs.
d.	Pre-bid meeting online	27.02.2024	11:00 hrs.
e.	Bid submission start date	20.02.2024	16:00 hrs.
f.	Seeking clarification end date	27.02.2024	11:00 hrs.
g.	Bid submission end date	12.03.2024	13:00 hrs.
h.	Bid opening date	12.03.2024	15:30 hrs.
i.	Minimum Validity of tender offer	365 days from the date of opening of technical bid	
j.	Services/Product to be offered	DESIGN, DEVELOPMENT, AND MAINTENANCE OF AIIA New Delhi WEBSITE	
k.	Performance Security	10% of the bid amount after award of contract.	
l.	EMD	5% of the bid amount.	

4. Submission of Tenders: The bid along with the necessary documents should be dropped in the TenderBox placed in “IT Division” of the All India Institute of Ayurveda (AIIA) on any working day/working hours and up to stipulated date and time. **The bid document should be under two bid system (i) Technical Bid and (ii) Financial Bid, i.e. technical bid and financial bid should be in two different envelopes which be placed in a bigger envelope.**

5. Clarification on bid documents: Clarification on bid document may be sought by the bidders as per prescribed schedule over email address it-section@aiia.gov.in.

6. Amendments: Any amendments/corrigendum related to bid document, for any reason whether in its own initiative or in response to clarification requested by bidders, will be published on website of Institute and on CPPP only. Bidders should check these amendments regularly. AIIA shall not be responsible to notify such amendments/corrigendum to individual bidders.

7. All India Institute of Ayurveda (AIIA) reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all Bids without assigning any reason. The decision of the Director, AIIA in this regard shall be final and binding on all.

Chapter-II

Index Page For Tender Submission

For technical bid evolution (Page number Must be filed properly and to be first page of Technical bid) Failing which bid will not be evaluated

S.No	Name of documents	Page Number in submitted bid
1.	EMD Fee (5% of Tender Value)	
2.	<p>EMD (Earnest Money Deposit)</p> <p>Exemptions to MSMEs and Startups (in Annual average turnover and Experience) in will allowed as per Govt Policy. The bidders registered under MSME will be exempted from the submission of 'Turnover' and previous experience document, as per Government's guidelines. Bidders claiming the exemption should have submit relevant documents along with their offer . along with the Bid security declaration. Any claim at later stage will not be entertained. The decision of Director AIIA will be final and binding to all for interpretation of any ambiguity.</p> <p>MSMEs only with UDYAM/NSIC registered units with relevant NIC codes are exempted</p>	
3.	Bidder Should have a valid GST and PAN Number	
4.	The Bidder should be a Central Government/State Government PSU (Public Sector Unit)/ firm/company/entities with CMMI III or above level certificate having sufficient experience, expertise having demonstrable track of IT DESIGN,	

	DEVELOPMENT AND MAINTENANCE OF WEBSITES/PORTALS/WEB APPLICATIONS services and shall minimum continuous five years experience in providing above mentioned services to the Government organization/ Government Hospital/ Educational Institutes/ Universities, Autonomous Bodies, Large/Reputed Private Sector institute, Top 50 University/ Business School as per current NIRF Ranking and Educational Institutes/ CFTIs like IIMs, IITs etc. The right to accept similar works of the vendor will rest with AIIA.	
5.	The company/agency shall be in existence for the last five (5) years from the date of the publishing of this tender.	
6.	The average annual financial turnover of 'The bidder' during the last three years, ending on 31st March of the previous financial year 2022-23, should be Rs 2 Crore (Rupees two crore) as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries.	
7.	<p>Past Performance::</p> <p>(a) The bidder should have completed "DESIGN, DEVELOPMENT, AND MAINTENANCE OF PORTALS/WEB PPLICATIONS " or similar work to the Government organization/ Government Hospital/ Educational Institutes/ Universities, Autonomous Bodies, Large/Reputed Private Sector institute, Top 50 University/ Business School as per current NIRF Ranking and Educational Institutes/ CFTIs like IIMs, IITs etc during last three years, ending 31st March of the previous financial year 2022-23 as under in</p> <p>(i) One similar works of the value equal to 80% of bid value</p> <p>or</p> <p>(ii) Two similar works of the value equal to 50% of bid value</p> <p>or</p> <p>(iii) Three similar works of the value equal to 40% of bid value</p>	

	a)	
8.	The bidder' must have a team of Engineers, Technicians and experts having sufficient expertise, experience and knowledge of the works under question and details of such team must be attached along with bid document in support of claim	
9.	The bidder shall not incur any losses in the last three (3) financial years i.e.,i.e, 2020-21, 2021-22 & 2022-23.	
10.	Bidder shall not have abandoned any works/services by any organization	
11.	Signed tender document Sign must be on each page	
12.	Power of attorney for Bid Signatory authorization	
13.	The bidders should have ISO 9001-2000 / ISO:27000 and other related equivalent certificate.	
14.	Annexure-I	
15.	Annexure-II (Bid SecurityDeclaration)	
16.	Annexure-IV	
17.	Annexure-V	
18.	Annexure-VI	
19.	Form A	
20.	Form B	
21.	Form C	
22.	Form D	
23.	Form E	
24.	Form F	
25.	Form G	
26.	Average Annual financial turn over during the last three consecutives from financial year 2020-21, 2021-22 & 2022-	

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	23.	
27.	Average Annual financial turn over on experience in design, development & providing maintenance and management services of websites / portals / web applications to Central /State Govt. organizations / Institutions of IT Services similar to mentioned in this tender work scope during the last three consecutive from financial year 2020-21, 2021-22 & 2022-23.	
28.	The bidder should have at least three year experience in previous three financial years of experience in design, development & providing maintenance and management services of websites / portals / web applications to Central /State Govt. organizations / Institutions	
29.	The bidder must have successfully completed, minimum two (02) contracts, in the last three years till 31-03-2023, of providing Design/ Development / Maintenance of web portal services for any Centrally Funded Technical Institute (CFTI)/Institute of National Importance (INI), like IIM/ IIT/IISc/IISER/NISER/ NIT/ IIIT/ AIIMS/ Central and State Universities and/or Central PSUs/State/Central Govt. departments.	

Date

Signature of the Authorized person

Seal

Chapter-III

Instructions for Bidders

1. The bidders have to provide DESIGN, DEVELOPMENT AND MAINTENANCE OF AIIA New Delhi WEBSITE to the Institute within contract period.
2. Tender has been invited under two bid systems. Hence all instruction should be followed properly as mentioned in bid document.
3. All envelops should be super-scribe as “Technical Bid for **DESIGN, DEVELOPMENT, AND MAINTENANCE OF AIIA New Delhi WEBSITE**”
4. All the annexure/declaration and tender documents should be signed by bidders. If these are signed by a representative, an authorization letter issued after tender publishing dated must be attached. Tender submitted in loose sheet/unsigned shall not be considered.
5. **The pages of tender document to be submitted by bidder should be properly number and an index with proper page number should be attached with the tender document. Tender submitted without number shall not be considered .**
6. Rates quoted in respect of tender should be typed only. Any cutting, overwriting shall not be considered.
7. The bidder shall quote rates in Indian Rupees (INR). Rates quoted in other currency shall be treated as non- responsive and will be rejected.
8. Only technically qualified bidders will be considered for financial evaluation. Financial bid opening date and time will be intimated to technically qualified bidders only.
9. It is responsibility of bidders to ensure timely submission of bids as per given schedule and must be dropped in Tender Box in IT division AIIA New Delhi. Bids received after due date will not considered.
10. In event of the above-mentioned date being declared as holiday/closed day for the AIIA, the tender event will be postponed for the next working day.
11. It should be noted that this tender is subject to the provisions contained in Government of India, and all other relevant orders issued by the Government of India from time-to-time.
12. **Site Visit:-** The interested bidders may visit the proposed site to assess the requirement and better understanding of works proposed and to check the items which are offered under Buyback. The visit must be on working day only between 1100 to 1700 Hrs and expenses of visit shall be borne by bidder only. Preferably before Pre bid meeting.

Chapter-IV

1- Pre-Qualification Criteria of Bidder

The bidder has to submit supporting documents for the below mentioned Pre-Qualification Criteria failing which the submitted bid will not be evaluated

S.No	Pre-Qualification Criteria	Document to be submitted as Part of Technical Bid
1.	EMD Fee (5% of Tender Value)	Original DD if applicable
2.	EMD (Earnest Money Deposit) Exemptions to MSMEs and Startups (in Annual average turnover and Experience) in will allowed as per Govt Policy. The bidders registered under MSME will be exempted from the submission of 'Turnover' and previous experience document, as per Government's guidelines. Bidders claiming the exemption should have submit relevant documents along with their offer . along with the Bid security declaration. Any claim at later stage will not be entertained. The decision of Director AIIA will be final and binding to all for interpretation of any ambiguity. MSMEs only with UDYAM/NSIC registered units with relevant NIC codes are exempted	<ul style="list-style-type: none"> EMD DD in favour of Director AIIA New Delhi <p style="text-align: center;">OR</p> <p>Certificate for exemption (Udyam /NSIC) in respective category + BidSecurity Declaration</p>
3.	Bidder Should have a valid GST and PAN Number	Copy of GST certificate and PAN card
4.	The Bidder should be a Central Government/State	Company Registration document and CMMI Certificate

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	Government PSU (Public Sector Unit)/ firm/company/entities with CMMI III or above level certificate having sufficient experience, expertise having demonstrable track of IT DESIGN, DEVELOPMENT AND MAINTENANCE OF WEBSITES/PORTALS/WEB APPLICATIONS services and shall minimum continuous five years experience in providing above mentioned services to the Government organization/ Government Hospital/ Educational Institutes/ Universities, Autonomous Bodies, Large/Reputed Private Sector institute, Top 50 University/ Business School as per current NIRF Ranking and Educational Institutes/ CFTIs like IIMs, IITs etc. The right to accept similar works of the vendor will rest with AIIA.	
5.	The company/agency shall be in existence for the last five (5) years from the date of the publishing of this tender.	A copy of the incorporation certificate shall be submitted.
6.	The average annual financial turnover of 'The bidder' during the last three years, ending on 31st March of the previous financial year 2022-23, should be Rs 2 crore (Rupees two crore) as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by	CA audit annual turnover certificate with Unique Document Identification Number (UDIN) generated in line with the Gazette Notification of Council of Institute of Chartered Accountant of India (ICAI).

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	a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries.	
7.	<p>Past Performance:</p> <p>(a) The bidder should have completed "DESIGN, DEVELOPMENT, AND MAINTENANCE OF PORTALS/WEB APPLICATIONS " or similar work to the Government organization/ Government Hospital/ Educational Institutes/ Universities, Autonomous Bodies, Large/Reputed Private Sector institute, Top 50 University/ Business School as per current NIRF Ranking and Educational Institutes/ CFTIs like IIMs, IITs etc during last three years, ending 31st March of the previous financial year 2022-23 as under in</p> <p>(i) One similar works of the value equal to 80% of bid value</p> <p>or</p> <p>(ii) Two similar works of the value equal to 50% of bid value</p> <p>or</p> <p>(iii) Three similar works of the value equal to 40% of bid value</p> <p>b)</p>	<p>Copies of the work order, the completion certificate, and the performance certificate are required to prove eligibility.</p> <p>Copies of Two Work Orders / Contract Awards along with Work Completion Certificates during the last THREE (03) Financial Years from i.e, 2020-21, 2021-22 & 2022-23.</p> <p>The phrase "Similar Work" means:</p> <p>"Design, development & providing maintenance and management services of websites/portals/web applications in any CFTI/ Institute of National Importance like IIM/ IIT/ IISc/ IISER /NISER /NIT /IIT/AIMS/ Central and State Govt Organization / PSU / Public Listed Company."</p>

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8.	The bidder' must have a team of Engineers, Technicians and experts having sufficient expertise, experience and knowledge of the works under question and details of such team must be attached along with bid document in support of claim	A self-certificate should be attached.
9.	The bidder shall not incur any losses in the last three (3) financial years i.e.,i.e, 2020-21, 2021-22 & 2022-23.	For this purpose, the bidder shall submit the Income Tax return statements and the Financial Statement(s) / Audited Balance Sheet and P&L Account (wherever applicable) undertaken/ signed by a Member of the Institute of Chartered Accountants of India (ICAI), which Bidders submit in support of compliance to Qualifying Requirements will carry Unique Document Identification Number (UDIN) generated in line with the Gazette Notification of Council of Institute of Chartered Accountant of India (ICAI).
10.	Bidder shall not have abandoned any works/services by any organization	A self-certificate should be attached.

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11.	Signed and stamped tender document. Sign stamped must be on each page.	
12.	Power of attorney for Bid Signatory authorization	Board resolution and copy of Power of attorney
13.	The bidders should have ISO 9001-2000 / ISO:27000 and other related equivalent certificate.	Relevant certificate

Bidders are advised to upload/ attach only relevant and valid documents. Uploading/ attaching unsolicited documents/ certificates may lead to the rejection of the bid.

Chapter-V

General Terms and Conditions

1. Bid Validity:

The bid submitted by the bidder shall remain valid for a period of Six (6) Months from the date of opening of the Price bid. During this period, the bidder shall not be entitled to revoke or vary the content of Bid or any term thereof. In case of making any variation subsequent to submission of bid at their own, the offer shall be treated as "REJECTED," and the Bidder shall be suspended from being eligible for bidding and EMD shall be forfeited without any reference to the Bidder. The Bidder shall be suspended from being eligible for bidding if the bidder prematurely withdraws his bid or the successful Tenderer fails to take up the Work or fails to deposit the performance guarantee.

2. EARNEST MONEY DEPOSIT:

1. The Earnest Money Deposit (EMD) amounting of 5% of Bid value to in favor of the Director, AIIA, and payable at New Delhi should be enclosed with the "technical bid". The EMD would be forfeited if the bidder withdraws his/her bid during the validity period. TENDER/Bid received without EMD shall not be considered. EMD of unsuccessful bidders will be returned after process of selection is over or with in 30 days after the expiry of the bid validity , whichever is latter. The EMD will be forfeited incase of the successful bidder fails to execute the contract agreement and deposit of security deposit with in the stipulated time. No Interest shall be payable by AIIA New Delhi for amount deposited as EMD.
2. EMD of unsuccessful Bidders shall be returned within 30 days after publishing the technical evaluation result OR awarding of the contract, whichever is later. EMD of successfully empaneled Bidder shall be returned after the deposit of the Performance Security Deposit (PSD).

3. PAYMENT TERMS AND CONDITIONS:

PAYMENT TERMS AND MILE STONE: Desirable Timelines for Project Implementation with themilestone deliverables

S. No	Milestones	Payment %
Website Development		
1	Within fifteen (15) days from the date of Go-live	80% of project cost (Other than AMC)
2	10% to be paid after successfully running of website for a period six months from dateof go live of the project	10% of project cost (Otherthan AMC)

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3	Rest to be paid after successfully running the website for a period of Twelve months from date of go live of the project.	10% of project cost (Other than AMC)
Annual Maintenance Cost		
4	Yearly Annual Maintenance cost will be paid half yearly basis from 2 nd year onward (starting after the end of Yr-1 warranty period is completed)	50% of AMC cost after completion of each half year.

1. No advance payment will be made to the Bidder. The performance of the Bidder will be monitored/assessed by the I.T. Division on quarterly basis after submission of bills by the bidder for the competed quarter. Accordingly the payment will be made on quarterly basis after certification of I.T. Division for satisfactory performance of the services rendered by the Bidder for the said quarter and production of Preventive Maintenance Reports. The payment will be made through e-payment mode. Bidders are requested to submit their complete bank details in their offer.
2. The final 50% AMC charges will be released only after assessing the overall performance/service rendered by the vendor and subject to the condition that the firm must ensure and satisfy that all services are perfectly in working condition on the last day of the contract.
3. The TDS will be deducted u/s 194c of the IT Act, 1961.
4. The GST will be deducted as per Govt rule
5. Any damage caused for AIIA property or personnel within AIIA premises by the vendors's Representative of Vendors during the operation of the contract will be to his account and are recoverable.
6. Payment will be made based on the certification of AIIA NEW DELHI Officials on part (as Running Account Bill) OR full completion of work. No Advance Payment will be made. Payments will be made within 30 working days after submitting a corrected copy of the bills. The invoice shall be paid within a time limit of 30 working days, Payment of the subsequent invoice shall be made after AIIA NEW DELHI verification on the GST portal for the previous invoice GST paid. Payment will be made by E- payment/NEFT/RTGS after deducting the TDS as applicable.
7. The payment under this agreement shall be made on satisfactory completion of job contract services, through NEFT/RTGS/. The final payment shall, however, be made only after adjusting all the dues / claims of the AIIA NEW DELHI.
8. Bill to be made in the name of All India Institute of Ayurveda , New Delhi. GST No, Pan No and account details should be clearly mentioned on the bill.
9. No advance payment will be made under any circumstances.
10. TDS/ Income Tax etc. are to be deducted at source from the bills of Contractor as per rule.

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4. **Tender currencies:** The Bidder shall quote only in Indian Rupees (INR) in the Financial Bid Format.
5. **(a) Octroi Duty and Local Duties & Taxes:** Normally, goods to be supplied to Government Departments against Government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned Government Department. Keeping this in view, the bidder shall ensure that the stores to be supplied by the bidder against the contract placed by the purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser. The purchaser will issue the certificate to the bidder within a week positively from the date of receipt of request from the bidder. However, if a local body still insists upon payment of receipt of such duties and taxes, the same shall be borne by the bidder. The institute will not be responsible for any such payments/reimbursement etc.

(b) Goods and Services Tax (GST) as per GST Act 2017: If a Bidder asks for Goods and Services Tax to be paid extra, the rate and nature of Goods and Services Tax applicable should be shown separately in their GST Compliant Invoices. The Goods and Services Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction is legally liable to Goods and Services Tax and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Bidder must return the amount forth-with to the purchaser.

(c) The need for indication of all such price components by the Bidders, as required in this clause (viz., General Terms and Condition **Clause 10**) is for the purpose of comparison of the tenders by the purchaser and will in no way restrict the purchaser's right to award the contract on the selected Bidder on any of the terms offered.

6. PERIOD OF CONTRACT

- i. The initial Contract will be for a period of 1.5 years (06 Month Development time + 1 Year warranty from the date of Go-live/UAT). The contract period may be further extended based on mutual agreement and with the approval of the competent authority.
- ii. The contract shall be in force for the period stipulated in the contract, and on the expiry thereof, it will be deemed to have been terminated automatically unless otherwise intimated in writing. Further, the Contractor will not have any right, either contractual or equitable, to demand any fresh contract for another term or to continue the same in preference to anyone else.
- iii. The AMC shall be awarded initially for a period of one year on rendering satisfactory warranty services. The performance of the Bidder will be assessed by the I.T. Division on quarterly basis. In case the services of the firm are found not satisfactory at any time during the period of the contract/AMC, the Director, AIIA reserves the right to terminate the contract along with forfeiture of the performance security. The AMC shall be extended maximum two years after rendering satisfactory one year AMC services on yearly basis.

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- iv. Variation of charges/price: There will be no change in the agreed amount of service charges during the currency of the contract. However, in case if the Bidder concludes the contract with other parties for similar equipment on the similar terms and conditions at low - charges/ rates, the same charges/price will be automatically made applicable by the Bidder from that date for the remaining period of contract.
 - v. Upon receipt of such notice, the bidder shall, **within 4 hours on a 24 X 7** basis respond to take action to repair or replace the defective Equipment/Stores or parts thereof, free of cost, at the ultimate destination. The bidder shall take over the replaced parts/ Equipment / Stores after providing their replacements and no claim, what so ever shall lie on the purchaser for such replaced Parts/Equipment/Stores thereafter. Non-replacement will attract appropriate penalty including forfeiture of performance security on repetition of such misconduct.
 - vi. If the bidder, having been notified, fails to take appropriate action to replace the defect(s) within 4 hours on 24X7 basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the bidder and without prejudice to other contractual rights and remedies, which the purchaser may have against the bidder. In case of failure of rectification within given time period, AIIA will take necessary for rectification at their own end. The cost incurred on such rectification shall be borne by the Bidder.
 - vii. **Start of the contract:** The successful bidder after receiving the award letter of the contract shall submit his/her acceptance immediately along with the required performance bank guarantee within 07 days of issue of the award letter.
7. **Applicability of Anti-Profiteering Rule under GST Act 2017:** No item should be quoted with price more than the M.R.P. by any Bidder Agency to AIIA DELHI. The MRP is required to be clearly mentioned on each of the supplied item/its packaging in their offered pack size. The prices should be quoted strictly in accordance with unit/pack Size and Strength/Potency mentioned in the schedule of Requirement at **Annexure-I** in the given Price Quotation format. The Anti-Profiteering Rule under GST Act 2017 is applicable against this Tender Enquiry on which the Bidder Agency mandatory have to pass on the benefit due to reduction in rate of tax to the AIIA DELHI by way of commensurate reduction in their prices. If any Bidder Agency found defaulter for following of above said rule (i.e. passing all the benefits of GST Tax Regime price reductions to AIIA DELHI), the necessary action deemed fit as per GST Act 2017 shall be initiated against such defaulter firm.
8. **Fall Clause:** If at any time during the execution of the contract, the Contractor/Manufacture/Distributor/Dealer reduces the sale price or sells or offers to sell such stores, as are covered under the contract, to any person/organization including the purchaser or any department of Central Government or any other AIIA/PSUs at a price lower than the price chargeable under the contract during the Current Financial Year, he shall forthwith notify Director, AIIA DELHI. The necessary difference amount about such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the stores supplied after the date of coming in to force of such reduction or sale or offer of sale shall stand correspondingly reduced and deposited to AIIA DELHI by the Bidder or AIIA DELHI will deduct from the pending bills/Performance Security Deposit to recover the loss

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to the Government.

9. The Director, AIIA, DELHI has full authority to take in to account the performance of manufacturer/authorized dealer or distributor / bidder and they should submit a latest performance certificate (not older than previous financial year 2020-21) from any other Govt. Hospitals/Institutions/PSUs to testify the proper dealing & performance as well as installation and maintenance of equipment.
10. Taxes, Duties, Incidental Services: Bidder shall be entirely responsible for all taxes, duties, fees, levies, incidental Services, etc. incurred until delivery of the Services. The bidder shall not claim any interest on payments under the contract.

11. Sub-Letting of works

Selected Bidders shall not be allowed to sub-let the works to any other agency. In case of any unprecedented situation it can be done only after approval of Competent Authority in AIIA.

12. OTHERS:

Decision of the Director, AIIA will be final and binding to all parties.

The Bidder shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency(ies) without prior written consent of the Director, AIIA, DELHI. If it is found that the firm has given sub-contract to another Agency, the contract shall stand canceled & the performance security deposit of such Bidder shall be forfeited by AIIA, DELHI. The AIIA, DELHI shall not be responsible for any financial loss or other damaged or injury to any item or person deployed/supplied by the Bidder Agency in the course of their performing the duties to this office in connection with **DESIGN, DEVELOPMENT AND MAINTENANCE OF AIIA New Delhi WEBSITE** at AIIA, DELHI.

13. FORCE MAJEURE: -

Any omission or fail to carry out the provision of the contract by the bidder shall not give rise to any claim by any party, one against the other, if such failure of omission or failure arises from an act of God, which shall include all acts of natural calamities such as fire, flood, earthquake hurricane or any pestilence or from civil strikes, compliance with any statute and/or regulation of the Government, lookouts and strikes, riots, embargoes or from any political or other reasons beyond the bidders control including war (whether declared or not) civil war or state or insurrection, provided that notice of the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to 'force majeure' conditions.

14. DISPUTES AND ARBITRATION:

All disputes or differences arising during the execution of the contract shall be resolved by the mutual discussion failing which the matter will be referred to an Arbitrator who will be appointed by the Director, AIIA, DELHI for Arbitration for settlement of disputes in accordance with Arbitration & Conciliation Act 1996 or its subsequent amendment, whose decision shall be binding on the contracting parties.

15. LAW GOVERNING THE CONTRACT AND JURISDICTION:

The contract Governed under Contract Act 1872 Indian Competition Act 2002 and instructions thereon from the government of India issued in this regard from time to time.

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The Court of DELHI shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

16. PERFORMANCE SECURITY DEPOSIT:

The successful Bidder will be liable to deposit 10% of value of the Development and one Year warranty Order as Performance Security Deposit in favor of "Director, AIIA DELHI" by way of "Performance Bank Guarantee in the format given at **Annexure-VI** in the form of Fixed Deposit Receipt" from Scheduled Nationalized/Commercial Bank refundable after expiry of the contract period 1.5 years (6 Month Development +1 year warranty) + 3 months valid for i.e. 21 months.

If AMC of the will be awarded then bidder has to submit deposit 10% of value of the AMC Contract/Purchase Order as Performance Security Deposit in favor of "Director, AIIA DELHI" by way of "Performance Bank Guarantee in the format given at **Annexure-VI** in the form of Fixed Deposit Receipt" from Scheduled Nationalized/Commercial Bank refundable after expiry of the contract period 1 years (1 year warranty) Initial Contact period + 3 months valid for i.e. 15 months on yearly basis.

RECOVERY OF EXCESS PAYMENT MADE TO BIDDER AGENCY:

If a result of post payment audit any over payment is detected in respect of any work done by the bidder Agency or alleged to have been done by the Agency under this Tender Enquiry, it shall be recovered by the Institution from the Agency and Agency is liable to deposit back the excess extra amount received by them from their agreeable amount as per Purchase Order/Work Order from AIIA DELHI within 30 days time period as and when they will receive written request from AIIA DELHI in this connection.

17. UNDER PAYMENT TO BE MADE TO BIDDER AGENCY:

If a result of post payment audit any under payment is detected in respect of any work done by the bidder Agency under this Tender Enquiry, it shall be duly paid by the Institution to the concerned Bidder Agency.

18. RESPONSIBILITY OF BIDDER AGENCY FOR PROVIDING COPIES OF RELEVANT RECORDS:

The Bidder Agency shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over as and when asked by AIIA, DELHI.

No bidder/or his representative shall bring or attempt to bring any political or other outside influence to bear upon any superior authority or hospital functionaries to further this business interest. In doing so, tender of the concerned bidder will be rejected without assigning any reason.

19. SERVICE SUPPORT AND REDRESSAL OF COMPLAINT: All Bidders have to provide a dedicated/Toll free No. for service support and an Escalation Matrix along with Name, Designation and Mobile number of contact person.

20. SUBMISSION OF MORE THAN ONE OFFER: If any bidder is participating in this tender through more than one offer in the capacity of Director/ Proprietor/Partnership in other firms. They have to

21. EXCLUSIVE RIGHT:

The Director, AIIA DELHI, India has the full and exclusive right to accept or reject, increase or decrease order quantity, any or all the tenders without assigning any reasons and also to

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cancel the service/items at anytime without assigning any reason.

22. SAVING CLAUSE

The Director, AIIA has the right to terminate the contract at any time if it comes to know that the contract has been procured fraudulently or misrepresented and corrupt practices and forfeit the security / bank guarantee etc.

23. Court Jurisdiction

In case of any dispute, this shall be subject to the exclusive jurisdiction of Court at Delhi/New Delhi.

24. PENALTY:

A- During Website Deployment and deployment

If the agency/organization/institution is not able to start the work in time the agency would be liable to be penalized as follows:

- For delay: 1% of the fee (excluding taxes) per fortnight or part of it subject to maximum of 10% of the project cost excluding taxes .

S. No.	Major Area	Parameter	Time to	Penalty
1	Application System Development and Implementation	Major milestone during development and implementation as per project plan document.	As per mentioned Time Line	<p>The penalty for delay up to 4 weeks after scheduled date of delivery of the website will be 0.5% of the work order.</p> <p>For delays beyond 4 weeks, penalty will be 1% of work order per week. Week means full week (7 days) including non-working days.</p> <p>If the delay is more than 8 weeks from the scheduled date of completion, competent authority reserves the right to cancel the Work Order.</p>

B- During Warranty and AMC Contact Period

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Service level Agreement (SLAs): The purpose of the Service Level Agreement to clearly define the performance criteria that shall be adhered to by Bidder for the duration of the project. SLA defines the terms of the Bidder's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in the Agreement. The Bidder has to comply with all Service Level Agreements (SLAs) defined below to ensure adherence to project timelines, quality and availability of services. The **Service level Agreement (SLAs) format is attached as Annexure -VII.**

- a. The Bidder shall guarantee 99.95% uptime of the website including all portals and services.
- b. AIIA New Delhi reserves the right to cancel the contract at any time without assigning any reasons whatsoever.
- c. The AIIA New Delhi authority shall have the right to impose additional terms and conditions, if situation demands.
- d. In case of any legal, quasi-legal challenge, the Bidder will provide all information required by the legal authorities promptly and in the manner the data is sought.
- e. If required by AIIA NEW DELHI, the successful Bidder has to execute a Service level Agreement(SLA) with AIIA NEW DELHI on the non-judicial stamp paper of appropriate value. The cost of stamp paper shall be borne by the successful Bidder. AIIA NEW DELHI reserves the right to amend the terms and conditions of the contract/Empanelment after Mutual discussions and shall only be in writing.

25. Confidentiality:

The bidders shall not disclose Technical/ any proprietary or confidential information relating to the work, the services, this contract or the client's business or operations without the prior written consent of the client.

26. Termination:

By the Client:

The client may terminate this contract, by not less than thirty (30) days' written notice of termination to the selected bidder, to be given after the occurrence of any of the events specified in paragraphs (a) to (b) of this Clause.

- a. If the Bidder do not remedy a failure in the performance of their obligations under the contract within thirty (30) days of receipt of being notified or within such further period as the client may have subsequently approved in writing. The client will have an option to invoke Risk Purchase clause by which client will have the option to engage different party at the cost of the incumbent consultant. The liability of the Consultant will be limited to Liquidated Damages and incremental differential renegotiated cost of the work management services.
- b. If the Bidder become insolvent or bankrupt.

By the Bidder:

The bidder may terminate this contract, by not less than thirty (30) days written notice to the client, such notice to be given after the occurrence of any of the events specified in paragraph (a) to (b) of this Clause

- a. The Client is in material breach of its obligations pursuant to this Tender and has not remedied the same within thirty (30) days (or such longer period as the bidder may have agreed in writing) following the receipt by the Client of the bidder's notice specifying such breach.
- b. The Client fails to pay any money due to the Consultant pursuant to this contract, which is not subject to dispute within forty five (45) days after receiving written notice from the bidders that such payment is overdue and payable.

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27. Obligations of The Bidders:

The bidder shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound Management practices, and employ appropriate advanced technology and safe methods. The Bidder shall always act, in respect of any matter relating to this Tender or to the services, as faithful advisers to the client, and shall at all times support and safeguard the client's legitimate interests in any dealings with sub- Bidder or third Parties. Consultant will furnish a Performance Bank Guarantee (10% of the work cost) for completion of the work in stipulated time and resources provided.

28. Obligations of the Client:

- a. Change in the Applicable Law :If, after the date of this agreement, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of services rendered by the Bidder, then the remuneration and reimbursable expenses otherwise payable to the Bidder under this contract shall be increased or decreased accordingly by agreement between the parties and corresponding adjustments shall be made to the amounts referred to in Clauses as the case may be.
- b. Services and Facilities: The Client shall make available to the selected bidder the services and facilities as mutually agreed to execute the work efficiently.

29. Rejection of Tender/Bid:

AIIA NEW DELHI reserves the right to, at any time and in its absolute discretion the following:

1. Rejection of Tender

- (i) Accept or reject any or all bids.
- (ii) To permit any bidder to resubmit its shortfall documents.
- (iii) To suspend, discontinue, modify and/or terminate the Tendering process at any time.

Canvassing by the bidders in any form, unsolicited letters or emails may result in suspension of the bidder being eligible for bidding from any tender at AIIA NEW DELHI. AIIA NEW DELHI reserves the right to accept or reject any or all tenders received by it without assigning any reason whatsoever. AIIA NEW DELHI may also withdraw or cancel the tender in part or in full at its sole discretion. AIIA NEW DELHI also does not bind itself to accept the lowest bid.

2. Rejection of Bid:

(i) The Techno-Commercial Bid should not contain any price content entry. In case, the Techno- Commercial Bid is found to contain any price content, such bid shall be liable for rejection.

(ii) Any effort by a Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

30. Error in Tender submission

AIIA NEW DELHI does not take any responsibility for the tender being wrongly submitted in the e-procurement portal and malfunction of the system at the bidder's end or not received in the portal by the stipulated date and time.

31. Authorization

Bidder signing the tender form or any other documents forming part of the contract on behalf of the Bidder shall be deemed to warranty that he has authority to bind the Bidder. If subsequently comes to light that the person so signed had no authority to do so, AIIA NEW DELHI may cancel the tender without prejudice to any other civil & criminal remedies and hold the Bidder liable for all costs, charges, and damages

32. Conditional Bids

Conditional bids or Bids based on the process / basic schemes other than those mentioned and / or not conforming to the technical specifications/requirements of the Bidding documents will not be considered.

33. Compliance with statutory obligations

The bidder will be required to comply with all statutory obligations from time to time applicable to this contract. In the event of a violation of any contractual or statutory obligations by the bidder, the bidder shall be fully and solely responsible for the same. Further, in the event of any action, claim, damages, suit initiated against AIIA NEW DELHI by any individual, agency, or government authority due to acts of the bidder, the bidder shall be liable to make good

/ compensate such claims or damages to the AIIA NEW DELHI. As a result of the acts of the bidder, if AIIA NEW DELHI is required to pay any damages to any individual, agency or government authority, the bidder would be required to reimburse to AIIA NEW DELHI such amount along with other expenses incurred by AIIA NEW DELHI or AIIA NEW DELHI reserves the right to recover such amount from the payment(s) due to the bidder while settling its bills.

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34. Award of similar types of work/services at the same rates:

Upon mutual consent, AIIA NEW DELHI may award a similar type of work in the campus for which the rates shall be valid up to One year from the date of issue of the work order/ Issue of site clearance letter.

35. Termination of Contract/Empanelment:

If the contractor is in default under any of the provisions of this Contract/Empanelment, including but not limited to:

- a) Failure to proceed with all or any part of the Contract/Empanelment or Contract Work with due diligence.
- b) Failure to execute all or any part of the Contract or to perform any other obligations in accordance with the Contract/Empanelment.
- c) Refusal or neglect to make good defective services or after being instructed to do so by AIIA NEW DELHI.
- d) Going into liquidation (other than a voluntary liquidation for the purpose of reconstruction) or having a receiver appointed for all or part of its undertaking.
- e) Delay in executing the Contract/Empanelment such that Liquidated Damages are due under the terms of the Contract/Empanelment.
- f) Abandoning the Contract/Empanelment.
- g) Assigning or subletting any part of the Contract/Empanelment Scope of Work without the prior written approval of AIIA NEW DELHI.
- h) Failure to comply with any Applicable Law.

then, and in any such event and without prejudice to any other rights or remedies that AIIA NEW DELHI may have, AIIA NEW DELHI may issue the contractor written notice describing the default. If the contractor does not commence remedy of the default within (10) Ten days after receipt of the notice, AIIA NEW DELHI may terminate all or any part of the Contract/Empanelment Work under this Contract/Empanelment and may then complete or have others complete all such terminated Work at the contractor's sole risk and cost. In case of such termination, the contractor shall not be entitled to receive further payment, until the terminated Work is completed and accepted by AIIA NEW DELHI. If the costs incurred by AIIA NEW DELHI, including costs incurred in performing additional services to complete the Contract Scope of Work and AIIA NEW DELHI's overheads in this regard, exceed the unpaid balance of the Contract Price, the contractor shall reimburse AIIA NEW DELHI such excess within (10) ten days after receipt of an invoice thereof. The rights and remedies provided in this article are in addition to the rights and remedies provided to AIIA NEW DELHI by law, equity, or under any other Article in this Contract/Empanelment. Such termination will not relieve the contractor of its responsibility to its labourers, suppliers, or any other creditors, including AIIA NEW DELHI. In the event of such eventuality, the Bank Guarantee/PSD of the Bidder/Bidder shall be liable to be forfeited.

36. Termination without cause

Notwithstanding any of the above terms, this contract/Empanelment can be terminated by AIIA NEW DELHI without assigning any reason by giving the other party thirty (30) days written notice of termination.

Terminating the Contract/Empanelment shall not relieve the Contractor of any continuing rights, obligations, and liabilities under the Contract/Empanelment.

Further, after the termination of the contract/Empanelment, the work done by the vendor up to the date of cancellation of the contract/Empanelment will remain the property of AIIA NEW DELHI, and the vendor cannot claim his right to the same.

While terminating this contract/Empanelment due to the reason mentioned above, it is agreed that AIIA NEW DELHI will make payments to the vendor on a pro-rata basis for delivered service and other actual costs incurred by empanelled agency/Bidder, which is duly certified by an authorized officer of AIIA NEW DELHI made up to the day of cancellation of the Contract/Empanelment excluding the taxes, if the authority approves to release the payment. The decision of Director AIIA New Delhi will be final, and the vendor has to abide by the decision.

37. Conflict of Interest among bidders/agents:

Conflict of Interest is defined as:

Participation by a Bidder (i.e. bidding firm/bidder's subcontractors/sister concern companies or any of its affiliates) that are either involved in the work/services to which this tendering is linked; or if they are part of more than one bid in the tendering process; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of Procuring Entity (i.e. AIIA NEW DELHI/Architect/PMC & their subsidiaries) who are directly or indirectly related to tendering process or execution process of tender; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the tendering process or for personal gain or in any other ways.

Conditions & remedies for conflict of interest:

1. The Bidder will take all appropriate steps to ensure that the bidding firm/bidder's subcontractors/sister concern companies are not in a position where there is or may be a conflict between the financial or personal interests of the bidding firm/bidder's subcontractors/sister concern companies and Procuring Entity where both are providing the Services to the AIIA NEW DELHI.
2. Any breach of this Clause will result in cancellation eligibility for tendering.
3. A conflict of interest may arise in situations including but not limited to where a member of the Bidder,
4. i.e. bidding firm/bidder's subcontractors/sister concern companies or any of its affiliates:
5. is related to someone with AIIA NEW DELHI/Architect/PMC & their subsidiaries who both form part of the same team performing the work/services under the respective tender.
6. has a business interest with AIIA NEW DELHI/Architect/PMC & their subsidiaries who part of the same team is performing the work/services under the respective tender.
7. has been provided with, or had access to, information which would give the Bidder i.e., bidding firm/bidder's subcontractors/sister concern companies or any of its affiliates an unfair advantage in a further competition procedure.

8. Where the Bidder identifies a risk of a conflict or potential conflict, they will (at the time of bidding) inform the AIIA NEW DELHI officials of such conflicts of interest and how they plan to mitigate the risk. Details of such mitigation arrangements are to be sent to the AIIA NEW DELHI as soon as possible during the bidding process. On receiving this notification, the AIIA NEW DELHI will, at its sole discretion, notify the Bidder if the mitigation arrangements are acceptable or whether the risk or conflict remains a Breach.
9. The AIIA NEW DELHI reserves the right to terminate the bidder from tending process immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the AIIA NEW DELHI, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the bidder and the duties owed to the AIIA NEW DELHI under the provisions of the tender. The actions of the AIIA NEW DELHI pursuant to this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the AIIA NEW DELHI.

38. Penalty for Use of Undue Influence

The Contractor undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the BUYER or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Contractor or anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or the commission of any offers by the Contractor or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Customer to cancel the contract and all or any other contracts with the BIDDER/ BIDDER and recover from the BIDDER/ BIDDER the amount of any loss arising from such cancellation. A decision of the Customer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the BIDDER/ BIDDER. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the BIDDER/ BIDDER towards any officer/employee of the Customer or to any other person in a position to influence any officer/employee of the Customer for showing any favour in relation to this or any other contract, shall render the Contractor to such liability/penalty as the Customer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee/PSD and refund of the amounts paid by the BUYER.

39. Taxes, Labour laws and other regulations

The bidder/Bidder will be exclusively responsible to meet and comply with all legal requirements related to the service. The bidder/Bidder shall accept and bear full and exclusive liability for the payment of any and all existing taxes of the Central or State

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Government or of any other authority with respect to the contract or any item sold or supplied pursuant thereto or anything done, or service rendered pursuant thereto. The bidder/Bidder/firm shall be responsible for abiding by legal and labour provisions prescribed by the Government of India, including Income tax, Insurance, Accident, ESI, PF, Minimum Wages, Contract Labour R&A Act, etc. The minimum wages shall be as of applicable Central /Punjab State labour laws.

The Bidder/Bidder shall be responsible for issuing Tax Invoices, filing statutory returns and deposit of statutory taxes within the time limit as prescribed in law. Any interest/Penalty/taxes (non-availing Input tax credit due to mismatch to GSTRN) which is required to be paid by AIIA NEW DELHI due to default by the Bidder/Bidder to comply with the above-mentioned activity/provisions as prescribed in laws, rules and regulations shall be recovered from the Bidder/Bidder and adjustment shall be made when mismatch is attended and solved, and credit is extended to AIIA NEW DELHI.

Apart from compliance mentioned at above para, in the event of non-payment/default in payment of taxes and duties and any other statutory compliances, under any other Local/State/Union Government Statute, AIIA NEW DELHI reserves the right to withhold the dues/payment of contractor and make payment to Local/State/Union Government

authorities or to Labourers, as may be applicable. In such case the Bank Guarantee/PSD of Bidder/Bidder shall be liable to be forfeited.

40. Indemnity

The contractor shall indemnify and keep indemnified to the Institute against all losses and claims for injuries and or damages to any person or property. The contractor shall abide by and observe all statutory laws and regulations in matters of Labour Law, Factory Act, Explosive Act, servicemen Compensation Act, GST, Royalty, Excise Duty, Octroi, services Contract/Empanelment etc. and shall keep AIIA New Delhi indemnified against all penalties and liabilities of every kind for breach of any such statute ordinance or law/regulations or by-laws. The contractor shall not employ child labour. Payment to servicers must be according to the Applicable Minimum wages act. The Agency acknowledges that monetary damages alone would not be an adequate remedy for any breach of the provisions of this Contract/Empanelment. Accordingly, in addition to all other remedies available at law or in equity or any other relief, which may be available to AIIA NEW DELHI, AIIA NEW DELHI shall be entitled to seek equitable relief of any kind including but not limited to injunctive relief and the right to seek specific performance against Agency. The Contractor at all times should indemnify AIIA NEW DELHI against all claims, damages, or compensation under the provisions of the Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Employee's Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Shops and Establishment Act or any modification thereof or any other law relating thereto, and rules made thereunder from time to time. AIIA NEW DELHI will not own any responsibility in this regard.

41. Compliance with AIIA NEW DELHI's rules and regulations

The Contractor shall comply with all norms stipulated by the AIIA NEW DELHI such as Gate Passes, security, maintenance of cleanliness, discipline & decency at and around the

work site, safety precautions and safety regulations

42. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents, including the Books of Accounts of the BIDDER, and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

43. Applicable rules

The tender is governed by General Financial Rules (GFR) – 2017 and the amendment thereafter and other Government order issued

44. DISCLAIMER:

The information in this document has been prepared to assist the applicants in preparing the TENDER and it is clarified that:

- i. It does not constitute an invitation to offer or an offer in relation to the transaction.
- ii. This document does not constitute any contract or agreement of any kind whatsoever.
- iii. This document does not claim to contain all the information that interested parties and their advisors would desire or require in reaching decisions as to the transaction. Interested applicant should form their own view as to what information is relevant to such decisions and make their own independent investigations in relation to any additional information.
- iv. Neither the information in this document nor any other written or oral information in relation to the transaction or otherwise is intended to form the basis of or the inducement for any investment activity or any decision to enter into any contract or arrangement in relation to the transaction and should not be relied on as such. Neither AYUSH-GOI nor their employees or advisors shall be liable to any interested party or any entity under any law including the law of contract, tort, the
- v. principles of restitution or unjust enrichment or otherwise for any loss, expenses or damage which may arise, or be incurred, or suffered, in connection with this document, or any matter that may be deemed to form part of this document, or any other information supplied by or;
- vi. On Behalf of Director, AIIA-GOI or their employees or advisors or otherwise arising in any way from the selection process mentioned herein.
- vii. Director, AIIA-GOI is not bound to accept any or all the responses to the Tender. Director, AIIA reserves the right to reject any or all responses without assigning any reasons. No applicant shall Have any cause of action or claim against Director, AIIA - GOI or its officers, employees, advisors, agents, successors or assignees for rejection of its response.
- viii. Failure to provide information that is essential to evaluate the applicant's qualifications or substantiation of the information supplied, shall result in disqualification of the applicant.
- ix. It shall not be assumed that there shall be no deviation or change in any of the herein mentioned information. While this document has been prepared in good faith, neither Director, AIIA-GOI nor any of their respective officers or employees or advisors or agents make any representation or warranty or shall have any responsibility or liability

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whatsoever in respect of any statements or omissions here from. Any liability is accordingly expressly disclaimed by Director, AIIA- -GOI or any of their respective officers, employees, advisors or agents, whether negligent or otherwise.

- x. The rights and remedies provided in this clause will supersede any rights and remedies provided under any other Article in this tender, in which case AIIA NEW DELHI decision shall be final

Chapter-V

Scope of work & Special Terms & Conditions

1. SCOPE OF WORK:

1.1 BROAD SCOPE OF WORK: The following activities identified milestones at the start of the engagement:

1.1.1 A Website Development plan for the entire scope of work with inputs from AIIA Website (Study of AIIA websites architecture and structure of the website and schedule for implementation, deployment, and testing). Study, Requirement understanding, and Analysis with respect to developing a new integrated common website for AIIA New Delhi and AIIA Goa after undertaking the study of the existing website:

1.1.1.1 Compressive study for existing websites of AIIA New Delhi(www.aiia.gov.in and www.aiiagoa.org)

1.1.1.2 Requirement gathering through consultation with AIIA New Delhi and AIIA Goa(Online mode). New website design should be approved on the development version and should involve multiple iterations AIIA.

1.1.1.3 Finalization of CMS architecture and Database migrations and other related activities etc.

1.1.2 The Website design template must be done by the Bidder in collaboration with the Institute. Design, Development, and Maintenance of the New Website shall be integrated with but not limited to technologies like Payment Gateways, e-forms, etc. It must include, at a minimum

1.1.2.1 Web Content Management System would like to have an easy-to-use web content management system (WCMS) for website which can be maintained effortlessly and can be learnt easily by users. All the pages including home page must be editable. The content management system should provide an easy User Interface functionality to create event photo gallery, video gallery and it should have Menu Management i.e. Ability to add, move, delete, modify menus on the site

1.1.2.2 A consistent look and feel for the website that will work with all kinds of devices such as mobile, Desktop, Laptop, and tablet browsers using Responsive Web Design and conform to W3C standards.

1.1.2.3 New website content information architecture that supports easy access information interoperable with the information architecture of the current website.

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- 1.1.2.4 The navigation system for the website should be intuitive such that people can easily find the required stuff from the website. A navigation layout for the entire website will be approved by AIIA New Delhi before proceeding with the website development.
- 1.1.3 A comprehensive “full function” multilingual (Hindi(without any third party tool) and English) CMS/web framework solution that includes, but is not limited to, template creation, security and approval levels, content editor, versioning, content scheduling, etc.
- 1.1.4 A website tested across all major browsers – Chrome, Microsoft Edge, Internet Explorer, Firefox, Safari, UC Browser, and similar, etc.
- 1.1.5 Migration of all content and documents from the existing website(www.aiia.gov.in) into the proposed CMS/web framework-based website.
- 1.1.6 Conversion of documents to content to be done in discussion with AIIA New Delhi.
- 1.1.7 CMS/web framework configuration must include the appropriate CMS/web framework security features in conjunction with the available Web Application Firewall at the Institute.
- 1.1.8 CMS/web framework configuration must include appropriate multilingual features to enable the creation and rendering of multilingual content. The website should initially be Bilingual, having separate resource files for Hindi and English, and shall have provision for easily supporting other Indian Languages in the future. It shall ensure that the content is universally accessible by using Unicode- compliant font.
- 1.1.9 Preparation of handover documentation including but not limited to system installation and configuration, system specification, functional specifications, and operating manuals etc.
- 1.1.10 Transfer of CMS along with the installation and configuration to the AIIA New Delhi IT Division
- 1.1.11 Any other additional details required to provide a new fully operational website.
- 1.1.12 A Technical Support plan that covers routine and event-based support and onsite support for a period of one year, and after completion of this warranty period, there is provision of AMC for three years as per the scope of work of this tender.
- 1.1.13 The scope of work is a full and complete design from discovery to launch, followed by ongoing support and services. The system should have the utility of addition/deletion of web pages along with the features and functionalities of new developments and will be part of the scope of work.
- 1.1.14 The selected Bidder must work in collaboration with the identified AIIA New Delhi team to understand requirements and obtain ongoing guidance as required.
- 1.1.15 The website shall have options for multiple levels of administrative control having varied rights for all the modules so that they are able to add/modify/remove content

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through Content Management System (CMS)/web framework pertaining to their respective Centre/Domain as per their assigned rights.

1.1.16 The website shall have provisions of Content Contributor/Creator, Moderator, and Approver System wherein only authorized individuals from different AIIA New Delhi departments at different locations can upload the content on the website pertaining to their department/respective domain, which, after the due approval by the approving authority would be available to the Website Manager/Webmaster/Publisher for final uploading onto the website.

1.1.17 The Bidder shall carry out the Data migration /Porting of existing data into the new website.

1.1.18 Design and coding

1.1.18.1 There should be a common home page in English and Hindi with some common menus, sliders, contact us, footer etc. after that there should be choice selection of AIIA Delhi campus and AIIA Goa Campus in English and Hindi .

1.1.18.2 The website should have a well-designed with white/pastel background, light colors, a neat, uncluttered look and a user-friendly, easy-to-navigate layout. The vendor should visit various educational institutes like Ayush and Ayush's Institutions, AIIMS, IIT's, NIT's and Central universities to fulfill our requirements.

1.1.18.3 The Website to be developed shall meet the requirements of AIIA New Delhi and shall comply with the 'Guidelines for Indian Government Websites (GIGW) [click the URL <http://web.guidelines.gov.in/> for reference] Website should follow Web Content Accessibility Guidelines (WCAG) as per GOI guidelines (GIGW), refer <http://guidelines.gov.in/> and certified by the Standardization Testing and Quality Certification (STQC), refer <http://meity.gov.in>,

1.1.18.4 Professional Branding: Provide attractive branding to the institute through the website. A site must be visually appealing, polished and professional

1.1.18.5 Clean and focused design-Our website must be visually appealing, polished and professional. There should be good use of color. It should have easily readable text, meaningful graphics, quality photography and simplicity in design.

1.1.18.6 Functionality-Each component of our site should work quickly and correctly. It should be kept simple and well organized. It should have fast-loading pages, minimal scroll, consistent layout, prominent and logical navigation and descriptive link text.

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- 1.1.18.7 Screen Resolution- The screen resolution of the website should be high enough so that the content looks attractive and easily readable.
- 1.1.18.8 Search Engine Optimized (SEO)-The website should be optimized for the search engine so that it is appearing high in the search results.
- 1.1.18.9 Good search feature- The website should have good search feature. All the content should be easily searchable from the website itself.
- 1.1.18.10 Good Error Handling- It should be able to handle failure scenarios well like content not found, link redirection etc.
- 1.1.18.11 Performance Optimization: Back end performance optimization like DB structure, query optimization to be done to enhance user experience in term so fast load times and good mobile experience.
- 1.1.18.12 Loading time: Loading time of the Website should be minimum.
- 1.1.18.13 Testing: All types of post-development testing to be performed by the vendor (like Beta testing, Load testing, User Acceptance Testing, etc)
- 1.1.19 The Bidder shall get the website GIGW certified from STQC and security audited by CERT-In/CERT-In Empaneled Bidders before Go-live and in AMC it must done per year. Cost must be included in price bid.**
- 1.1.20 Hosting – The development of the website must be hosted on a cloud provided by NIC in open source OS environment. All the hosting related activities can be done from AIIA delhi only. Open source OS based staging server will be provided by AUUA for STQC and security audit and Staging server during AMC period .
- 1.1.21 The Bidder would be required to provide Warranty, Maintenance, and Technical Support from the date of issue of Go live certificate after completion of the work and annual maintenance of the website with remote technical support and onsite technical support as and when required. AMC includes additional requirements of the modules included in this document/changes including major and minor, both from regular maintenance. The warranty period of one year and three years AMC period shall start from the date of sign-off. The warranty period shall include all kinds of technical support and maintenance updations, and upgradations as would be required. The period for the Annual Maintenance Contract will start on the first day after completing the warranty period of one year, and the scope of work of this tender wouldbe applicable.
- 1.1.22 Identify the training requirements and train the concerned AIIA New Delhi staff/officers for successful implementation, updation, and maintenance of the developed website. The Training shall include CMS/web framework, Database, System Administration and other related features.
- 1.1.23 Preparation of User, Design & Technical manuals and other documents for the developed website and web portals in an easy to understandable and User-friendly

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language with proper Diagrams, Screen- shots and charts wherever required.

- 1.1.24 The design should organize business logic and presentation logic separately while developing and implementing the proposed system. Thus, restricting the database queries to be inserted inside the presentation and business logic rather, it should be written in the Database only.
- 1.1.25 The Sections like News and Events, Trends, Resources, Gallery etc. must be dynamic with provision to maintain automatic Archiving for the same as per mentioned date.
- 1.1.26 Provide extensive Website analytics and statistics like visitor analysis without any third party tools .
- 1.1.27 Provide Super Administrator credential for User Management, Content Management separate for Hindi and English version, Menu Management, microsites / web portals etc.
- 1.1.28 Website should be developed using Open Source Software(OSS) solutions along with content management software.
- 1.1.29 Copyrights and Trade Marks:
 - 1.1.29.1 The source code, text, design, trademarks, photos and graphics in editable mode, or other artwork furnished in the designing of the new website shall be owned by AIIA New Delhi, upon the successful completion of the website implementation by the vendor. The website implemented through this tender will not include the name or logo of the web developer, vendor etc. anywhere.
 - 1.1.29.2 The dynamic data (including the third-party data) generated through the website analytics will completely remain under control of AIIA New Delhi and it shall reserve all the copyrights.
 - 1.1.29.3 Designed, technical documents and source code is the property of AIIA. Hence, the vendor is expected to submit all the required documents/media post go live and after implementation.
- 1.1.30 Social media integration: The website should have good social media integration (share buttons, follow buttons, latest tweets and posts visibility etc.)

1.2 INDICATIVE SCOPE OF WORK: The indicative scope of work regarding for Design, Development and Maintenance of AIIA New Delhi New Bilingual Website and Associated Web Portals by integrating information & activities of all the AIIA New Delhi departments/programs specified as under:

1.2.1 Phase 1: Analysis

- 1.2.1.1 Finalizing the detailed list of activities, scope and duration of each of the activities and detailed project plan.
- 1.2.1.2 Study of the existing websites and web portals of AIIA New Delhi which

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includes database, features and content.

1.2.1.3 Detailed discussions with concerned stakeholders to understand the overall objectives of the assignment.

1.2.1.4 Finalization of Project Objectives/Requirements.

1.2.1.5 Submission of detailed Project Proposal /Plan.

1.2.1.6 Signoff on detailed project plan, activities, timelines etc from AIIA New Delhi.

1.2.2 Phase 2: Design

1.2.2.1 Detailed Requirement gathering and analysis

1.2.2.2 Study and analysis of existing /similar websites and include best practices in draft design

1.2.2.3 Carry out a System Study including SOPs, guidelines, programmes eligibility, existing systems to be replaced and with which to interact, etc. to prepare the Software Requirements Specification (SRS) and Functional Requirement Specification (FRS) document.

1.2.2.4 Detailed High-level and Low-level application designs

1.2.2.5 Information Integration and Consolidation

1.2.2.6 Approval of Requirement Analysis by AIIA

1.2.2.7 Preparation of Content Structure/Information Architecture for the website

1.2.2.8 AIIA will provide each page layout and structure link after finalization of the sitemap of the website. Bidder has to design and develop the website as per layout and structure of the pages.

1.2.2.9 Bidder shall develop appropriate screen layouts and templates for the user feedback

1.2.2.10 Approval of prototype (design interface) developed by Bidder

1.2.2.11 Coordination and collection of required content from AIIA New Delhi

1.2.2.12 Approval on the content gathered by the client department

1.2.2.13 Proper backup policy and Disaster Recovery Management

1.2.2.14 Data Migration Strategy

1.2.2.15 Design should comply with all parameters with guidelines issued by the Government of India for websites from time to time.

1.2.2.16 Comply with website security guidelines issued by NIC, CERT-IN and DeITY, GoI.

1.2.2.17 Phase 3: Development

1.2.2.18 Coding / Temporary Demo Server

1.2.2.19 Importing of data for testing

1.2.2.20 Content Population and Content Management System

1.2.2.21 Provide front-end user interface that allows a user, even with limited expertise, to add, modify and remove content from the Website

1.2.2.22 Website and Associated Application Development

1.2.2.23 Automated reconciliation and generate necessary reports etc.

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- 1.2.2.24 Adherence to Web Application Audit/ Compliance and Approval / Security Features
- 1.2.2.25 Design and Development of Web Application Devices having the capability to connect directly to the Bidder's central system through laptops, handheld devices, mobile etc., used for financial inclusion at the grassroots level.
- 1.2.2.26 Developed Website Application should have multiple backend systems interfacing capabilities.
- 1.2.2.27 Rigorous testing of Developed websites, including Unit Testing, System Testing, Functional Testing, Peak Load Testing etc.
- 1.2.2.28 Testing of developed website based upon Compliance to applicable guidelines, Assess the user objective achievement etc
- 1.2.2.29 Ensure that the website is GIGW Compliance certified by STQC
- 1.2.2.30 Completed website components for UAT
- 1.2.2.31 UAT (User Acceptance Testing) Sign-off by AIIA New Delhi
- 1.2.2.32 Modification based upon user feedback
- 1.2.2.33 Migration of data to the production environment
- 1.2.2.34 Sign off on developed website and web portals by AIIA New Delhi
- 1.2.2.35 Putting the website on Go-Live in all respects.

1.2.3 Phase 4: Operation and Maintenance Support

- 1.2.3.1 Identify and execute training requirements for successful execution of new website and web portals
- 1.2.3.2 Creations of necessary documents and User Manual for training
- 1.2.3.3 Support in the handover of the website to AIIA New Delhi
- 1.2.3.4 Support on Training / Demo as and when required
- 1.2.3.5 Annual Maintenance of the website for one year from the date of Go-Live.
- 1.2.3.6 Designing Interface/Mechanism for Mobile-based application.
- 1.2.3.7 Onsite personal support.

1.3 INDICATIVE DELIVERABLES: This section provides indicative deliverables; however actual deliverables will depend upon project specific requirements and will be finalized in consultation with AIIA New Delhi.

- 1.3.1 Software Requirement Specification Document, High Level Design and Architecture Infrastructure Design Document
- 1.3.2 Performance Test Reports
- 1.3.3 Security Test Reports, GIGW compliant certificate from STQC and Security Audit certificate (Safe to Host certificate) from CERT-IN/ CERT-IN Empanelled agencies before hosting the services.
- 1.3.4 UI/UX Usability Report
- 1.3.5 Deployment Script: Error-free guidelines compliant Source Code of the actual running

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website and webportals in all respects along with the source code of DLLs and other Libraries

1.3.6 User Manual and SOP

1.3.7 Technical and Design Manual

1.3.8 Data Backup Process and Archival Process

1.3.9 Requirement Traceability Matrix

1.3.10 Data Migration Utility

1.3.11 Data Model

1.3.12 Technical Documentation of the website and all the developed modules

1.3.13 Training

1.3.14 Periodic Status Reports.

1.3.15 Web Security Checklist.

1.3.16 User Acceptance Testing.

1.4 INDICATIVE LIST OF REQUIRED FEATURES TO BE INCLUDED IN THE NEW WEBSITE: The following is an indicative outline of required features. Detailed requirements will be finalized by the Bidder in consultation with user departments of AIIA New Delhi. The website will be based on a Web Content Management System/web framework (Open Source are preferred). The website should have, but not limited to, the following features-

1.4.1 Dynamic Website with Content Management System (CMS)/Web Framework.

1.4.1.1 **Interaction with the administrative team at AIIA New Delhi:** New website design should be approved on the development version and should involve multiple iterations with the AIIA New Delhi Admin/ IT team.

1.4.1.2 **Web Content Management System:** We would like to have an easy-to-use web content management system (WCMS) for our website, which can be maintained effortlessly and can be learned easily by users. All the pages, including the home page, must be editable. The content management system should provide an easy User Interface functionality to create an event photo gallery video gallery, and it should have Menu management i.e., Ability to add, move, delete, and modify menus on the site.

1.4.1.3 Moreover, the need for ensuring accountability and closed monitoring AIIA New Delhi wants the system to be structured to have built-in access control and data capture mechanisms to make it fool proof.

- 1/7258/20241.4.1.4 Bilingual language support: It should provide bilingual language support- Hindi and English. All page designs should be Bilingual (English and Hindi). Bilingual website pages should have separate pages for the two languages. Users will choose English/Hindi and the page will load accordingly to the same page with the selected language, for example, <http://www.india.gov.in>, <https://www.education.gov.in/>. It should have provision for easily supporting other Indian Languages(multilingual) in future.
- 1.4.1.5 Navigation: The navigation system for the website should be intuitive such that people can easily find the required information from the website. Website should be easy to navigate for prospective stakeholders & visitors of AIIA New Delhi.
- 1.4.1.6 Clean and focused design: The website must be visually appealing, polished and professional. There should be good use of color. It should have easily readable text, meaningful graphics, quality photography and simplicity in design.
- 1.4.1.7 Professional Branding: Provide attractive branding to the institute through the website. A site must be visually appealing, polished and professional.
- 1.4.1.8 Content: Along with style, the website must have substance and complete information.
- 1.4.1.9 Functionality: Each component of our site should work quickly and correctly. It should be kept simple and well organized. It should have fast-loading pages, minimal scroll, consistent layout, prominent and logical navigation and descriptive link text.
- 1.4.1.10 Cross-platform/browser compatibility: The website should work for all the different kinds of browsers and their different versions. It should not break or look different across the different platforms. Websites should be responsive and should work perfectly and seamlessly on all devices of different screen sizes. Websites should be accessible on all platforms and all major popular browsers (e.g., Microsoft Edge, Internet Explorer, Mozilla Firefox, Google Chrome, Safari, Opera, Netscape etc). Compatibility across all the browsers must be provided.
- 1.4.1.11 Screen Resolution: The screen resolution of the website should be high enough so that the content looks attractive and easily readable.
- 1.4.1.12 Search Engine Optimized (SEO): The website should have a search engine optimization (SEO) facility. Pages must be optimized so that it enables the average response time, and increases google ranking.
- 1.4.1.13 Mobile website: The website should be working well when opened from mobile devices with different screen sizes and should look attractive in mobile too. Portability to any of the Mobile Platforms and screen size should be provided.
- 1.4.1.14 Good search feature: The website should have a good search feature. All the content should be easily searchable from the website itself. The Search feature should enable the global search and directory search based on their roles and name.
- 1.4.1.15 Interaction with t AIIA New Delhi: New website design should be approved on the development version and should involve multiple iterations with the AIIA New

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Delhi .

- 1.4.1.16 Good Error Handling: It should be able to handle failure scenarios well like content not found, link redirection etc.
- 1.4.1.17 Import of content: All applicable content should be imported from current website, and new contents should be incorporated as discussed with the concerns team.
- 1.4.1.18 Web Content Accessibility: The website should follow Web Content Accessibility Guidelines (WCAG) as per GOI guidelines (GIGW), refer to <http://guidelines.gov.in/> and certified by the Standardization Testing and Quality Certification (STQC), refer <http://meity.gov.in/content/stqc> and be social media enabled.
- 1.4.1.19 Performance Optimization: Back-end performance optimization like DB structure and query optimization to be done to enhance user experience in terms of fast load times and good mobile experience.
- 1.4.1.20 Deployment and Hosting: The Bidder will deploy the website on a cloud platform and daily backup on existing on premises-servers of AIIA New Delhi and will ensure Go-Live readiness in all aspects. The cost of cloud deployment and yearly charges shall be borne by the Bidder till the AMC expiration, including the warranty period i.e., one year from the date of the sign-off. The project should be replicated on the existing hardware of the institute.
- 1.4.1.21 Testing: All types of post-development testing to be performed by the Bidder (like Beta testing, Load testing, User Acceptance Testing, etc)
- 1.4.1.22 Social media integration: The website should have good social media integration (share buttons, follow buttons, etc.)
- 1.4.1.23 Banner Management: The system should have the features to add and manage banners in the banner container with size as per the requirement pages and section, including the main website/micro website for hospital/ Other programmes/placement/or any other. A banner may be a short clip-video or images.
- 1.4.1.24 News & Events: The system should have the option to add news & events in the respective module. It will give the option to give the headings of news, photos, more news, or a sharable link to other URL/ social media feeds for display of more information. The system should have the option to select the news headline to display on the home page of the web portal for client view. An archive section of the old news and events should be there on the website.
- 1.4.1.25 Administrative control for all the modules that will add/modify/remove content, headings, subheadings, images, documents, menu, navigation links, URLs, etc for their respective domain as per their assigned rights through Content Management System (CMS) in a standardized template. Administrative control is to be given to AIIA New Delhi IT Department for deactivating /adding/removing the new/existing modules along with their content like headings, subheadings, images, documents, menus, navigation links, URLs, and other relevant information.

- 1/7258/2024 1.4.1.26 User administration and management services should be an integral part of the Content Management facility inbuilt with the site.
- 1.4.1.27 Secure login-in for each user along with audit/log trail.
- 1.4.1.28 One login for Super Administrator of AIIA New Delhi and one login for Administrator of each department.
- 1.4.1.29 Super Administrator can create/edit/assign/delete roles, users along with audit/log trail.
- 1.4.1.30 The Administrator can create table(s) within the database of concerned departments from the front-end. Also, can access the database from the front end. Any updation to the centralized DB will be broadcasted to the other relevant DB of the website.
- 1.4.1.31 CMS/Web Framework should have features of Content Contributor/Creator, Moderator, and Approver System. The Content Management should be able to create and upload the pages daily/weekly/ or on a frequent basis with the appropriate flow required for authenticating content onsite. The website shall have options for multiple levels of administrative control, having varied rights for all the modules so that they are able to add/modify/remove content through Content Management System (CMS) pertaining to their respective domain as per their assigned rights.
- 1.4.1.32 Feature of auto periodic backup of web pages and database – module-wise and consolidated full backup and incremental back.
- 1.4.1.33 Content updation will be managed through a content management system by the respective administrator of the module.
- 1.4.1.34 The design should support the Dynamic Generation of Links on the page and associate them with images wherever required.
- 1.4.1.35 The design should support the Dynamic Menu and Submenu, which can be easily administered through Admin.
- 1.4.1.36 The design should support the incorporation of links with images uploaded in the banners.
- 1.4.1.37 Design and Content Management should support Extensive Website Analytics and Statistics to be provided. Traffic reports, visitor analysis, duration analysis, content-wise analysis, top landing pages and top exit pages, and other statistical reports should be provided as per requirement of AIIA New Delhi.

- 1.4.1.38 Website Design should provide an up-to-date Site Map that is linked to the home page as well as to all important entry pages of the Website.
- 1.4.1.39 The Content Management Infrastructure should give the flexibility to modify the design when a major event has to be publicized.
- 1.4.1.40 The website's layout/ colour scheme/ typography can be changed or swapped on a regular interval of time with interactive user interface (UI)/ user experience (UX).
- 1.4.1.41 The website should have a provision of interactive chat features with website visitors to understand various programs and to understand their purpose of visit. Continuous support of creation of landingpages for various programs or training programs etc. A detailed workflow will be provided by the concerned section of AIIA New Delhi.
- 1.4.2 The opening webpage (home page) should be impactful and aesthetic and should convey a positive academic image of the Institute, news/events, indicating research achievements, current academic programmes, ongoing activities and compact descriptive links to various details available in other pages (including the history of the Institute). Interactive multimedia-oriented home page and web page design should be provided.
- 1.4.3 Restructuring of the existing Site-map: Web pages should have a well-organised hierarchical structure of low overall depth, reflecting the logical organisation of the functioning of the Institute. During the design, the existing institute website sitemap (Annexure -I) may be revised for the betterment.
- 1.4.4 Design of department's pages, faculty listing, visiting faculty listing, faculty listing tabular, microsite for each faculty and staff member, faculty profiles, research areas, announcements, subcategories, event calendar, new stemplate, director's desk, curriculum template, jobs, typical inside page templates for communication directory, staff templates, students page, static page template with left/right panel should be provided.
- 1.4.5 The web pages should be dynamically generated periodically programmatically from available data of the institute. The programs for generating the web pages are also deliverables for the said purpose.
- 1.4.6 Primarily, the content on the existing website shall be migrated to the new website and new approved content to be displayed on the website as provided by the Institute.
- 1.4.7 The reliable translators having experience in scientific-technical translation of Academic, Scientific, Engineering and Technology matters should undertake the Hindi translation. The Institute-designated authority will verify the Hindi translation before uploading it to the website.
- 1.4.8 Web portals should be Responsive and compatible with Mobile, Tabs, iPads, Desktops, and Laptops of different screen sizes.

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- 1.4.9 Database-driven website (for specific modules mentioned below) and User Management to manage the requirement from Admin Interface by the multiple users.
- 1.4.10 Websites should be free from all vulnerabilities.
- 1.4.11 The system should be robust, responsive, and support at least 5000 concurrent users per instance, and scalable as per need.
- 1.4.12 The successful implementation of the system means:
 - 1.4.12.1 Sign off of UAT
 - 1.4.12.2 Security Audit
 - 1.4.12.3 Successful Implementation on Production Server on Cloud and On-Premises both.
 - 1.4.12.4 Handover of actual running software source codes complete in all respects, including source code of DLLs and other supporting libraries.
- 1.4.13 The warranty period shall be counted for one year after the successful implementation, i.e., Sign Off of UAT. After the expiry of warranty period, the Bidder shall compulsorily offer AMC for a minimum of **three years** at a specific percentage per annum of contract value after the expiry of the warranty period. However, AIIA New Delhi may or may not award the AMC at its own sole discretion.
- 1.4.14 The look and feel should be attractive and as per the latest trends in web design.
 - 1.4.14.1 All items will be aligned appropriately and layout should be consistent and a common theme followed on all the pages.
 - 1.4.14.2 Styles, Fonts and colours shall be consistent across the website.
 - 1.4.14.3 Common information about AIIA New Delhi shall be placed on the main page of the website.
 - 1.4.14.4 Graphic Design of the website should be Professional, having Corporate Look and shall also be in-line with International Standards/Practices.
 - 1.4.14.5 Styling of the web pages should follow a theme and should also be parameterized so that necessary tuning may be carried out independently in the future by the Institute.
- 1.4.15 Audit Trail should be maintained throughout the web pages and database.
 - 1.4.15.1 Login attempts with time, IP Address, and monitoring the traffics towards website etc.
 - 1.4.15.2 Any change in content/page of the website with timestamp, IP Address etc.
- 1.4.16 Website should have features of publishing FAQs, results, advertisements, recruitments, notices, tenders, office orders, office memorandums, manuals, etc under the proper head. Dynamical content should be published using Database integration. All types of content should be delivered through the Website. The indicative content types may be HTML documents, Word Documents, PDF documents, Images, Photographs, Multimedia files, audio/ video files etc.

- 1.4.17 The website should have Auto Archival feature which will transfer the expired content in the Archive section as per the approved archival policy. The Archival Section will be available in each module and can be retrieved using the search option with appropriate filters.
- 1.4.18 Website must be compliant and compatible as follows:
 - 1.4.18.1 Bidders should get the GIGW compliant certificate from STQC.
 - 1.4.18.2 Mobile browser compatibility (Smart phones & Tablets).
 - 1.4.18.3 Design and Development should support resizing the text without use of assistive technology.
- 1.4.19 Website must have security features as follows:
 - 1.4.19.1 Bidder should also get the Security Audit certificate (Safe to Host certificate) from CERT-IN/ CERT-IN Empanelled agencies before hosting the services.
 - 1.4.19.2 Free from OWASP Vulnerabilities (Open Web Application Security Project 2017/2021 and as per latest guidelines).
 - 1.4.19.3 Captcha Code on all forms, wherever required.
 - 1.4.19.4 Strong Password Policy.
 - 1.4.19.5 Storing any kind of username and password in the encrypted form in the database.
 - 1.4.19.6 Session Management.
 - 1.4.19.7 Audit/Log Trail.
- 1.4.20 The website has a feature to send Email/SMS/Social notifications to stakeholders in the following cases:
 - 1.4.20.1 After publishing approved content on the website for acknowledgment.
 - 1.4.20.2 After each step of Content Contributor, Moderation, and Approval.
 - 1.4.20.3 When the content is near its expiry date.
- 1.4.21 Websites should have galleries like Picture, Video, Latest News, Press News, Sitemap, etc.
- 1.4.22 The Website is to be implemented using any open-source web framework or any open-source-based content management system like angular, react by keeping a centralized code repository, and the database can be kept either as individual or as centralized.
- 1.4.23 Access to the code repository and central repository to be given to AIIA New Delhi.
- 1.4.24 There should be a provision for having Intranet pages within the local community with a login facility.
- 1.4.25 The website should comply with Web 3.0 technologies, and W3 validated HTML and CSS.
- 1.4.26 UI as per web accessibility rules to ensure ease of use for users with Cognitive Disabilities or Screen reader- accessible web pages with PWD features.
- 1.4.27 As complete specifications cannot be provided, the organization of the content and aesthetic aspects should be implemented with feedback in several rounds to the satisfaction

of the Institute during the design and development phase.

- 1.4.28 The contents which are purely in English as research papers, research areas, patents, thesis, synopsis, etc., which have been prepared originally in English only, need not be translated but would be required to upload as it is in the Hindi version of the website.
- 1.4.29 Design of the Database Schema, Design of all responsive page Templates, Development of the Dynamic Website and overall integration.
- 1.4.30 The new website must be scalable so as to handle the addition of new sections, content and features. The new website must appeal to the various audience types.
- 1.4.31 The new website should support the following goals of visitors:
 - 1.4.31.1 Reflecting a vibrant and world-class academic institution.
 - 1.4.31.2 Engage all categories of visitors with relevant information to their queries
 - 1.4.31.3 Be 'Mobile First' and 'Responsive' – a mobile experience that adapts to laptops
 - 1.4.31.4 Follow Universal Design principles to maximize accessibility
 - 1.4.31.5 Provide an informative search of the website content to find experts, facilities, research groups, laboratories, and industrial consultancy.
 - 1.4.31.6 Promote user engagement and social sharing.
- 1.4.32 The new website should support the following goals of website administrators
 - 1.4.32.1 Provide for the quantitative tracking of visitor interests, determine directions for future innovation and to build stronger and more lasting relationships with visitors.
 - 1.4.32.2 The website and the content must be secure against intrusion
 - 1.4.32.3 Adhere to best practices in the industry regarding design and development.
- 1.4.33 The minimum viable product should include the following features:
 - 1.4.33.1 A Content Management System/Web framework described in para 2.5.
 - 1.4.33.2 All current content on the website should be migrated to the new website.
- 1.4.34 The selected Bidder must work in collaboration with the AIIA New Delhi team to migrate assets and content including but not limited to text, graphics, audio and video. Further, in collaboration with AIIA New Delhi team the documents on the current website should be converted to CMS content.
- 1.4.35 For User Experience:
 - 1.4.35.1 Implement an information architecture and content classification that distinguishes accesses to the portal from audience internal to AIIA New Delhi and external to AIIA New Delhi.
 - 1.4.35.2 Install and configure CMS/web framework modules to integrate existing payment gateway and also gather information for the purpose of payment.
 - 1.4.35.3 Provide contact forms to get in touch with different stakeholders of the institute.
- 1.4.36 For Web Administrators
 - 1.4.36.1 Update an Events Calendar based on the published weekly campus news and

postings on different Mailman lists.

1.4.36.2 Configure access to all other relevant databases.

1.4.36.3 Track the accesses to individual pages and integrate site/traffic analytics

1.4.36.4 Prospective Bidders are encouraged to review the existing website to see what other functionality or features are needed or may be useful for website visitors. Plans for any other proposed web features must be noted as separate line items in technical submission and the summary pricing or project cost.

1.4.37 Backup policy and Disaster Recovery Management.

Note: Features requirements indicated above are bare minimum. It does not limit Bidders to provide a better system.

1.5 TECHNOLOGY: The new website should use Web 3.0 based tools and open-source

Software, Latest Web-based CMS and preferably use Open Source Tools. The website has to be developed using Open-Source Technologies that are freely available in the market and not a proprietary software product. O.S Platform for hosting is Linux at NIC Cloud.

Note: The above specification is the minimum indicative requirement. It is the total responsibility of the vendor to comply with the above minimum hardware requirement or provide the best capacity of the hardware infrastructure considering the future requirements and scalability.

1.6 SECURITY AUDIT AND GIGW COMPLIANCE: The Bidder (vendor) shall get the website GIGW certified from STQC and security audited for "Safe to Host" certification from CERT-IN empanelled Bidders before deploying the website in a production environment at Data Centre of Govt. of India , NIC Data Centre in Linux environment . The cost of security audit and GIGW compliance and certification will have to be borne by the Bidder only.

1.7 GENERAL SCOPE: The website should meet the following guidelines:

1.7.1 To enhance the overall look and feel of the website.

1.7.2 Hosting of the Website shall be in the scope of the Bidder on a Hybrid Model with a primary server on the Cloud and a secondary on-premises. The Bidder must deploy the system on the cloud and use the existing infrastructure for the secondary service. The following must also be identified:

1.7.2.1 Computational resources

1.7.2.2 Resources for data storage, and

1.7.2.3 Bandwidth

1.7.3 Fast Website loading time with 99.99% uptime.

- 1.7.4 Aesthetics and design should be balanced and professional.
- 1.7.5 Website should reflect our organization's intent and values.
- 1.7.6 To make it easy to use for citizens by providing latest updates, important events on the home page itself and by providing within Site Search feature.
- 1.7.7 To restructure content of the website so that it is easily accessible by the differently abled.
- 1.7.8 The content uploaded on the website would be completely isolated and would have restricted access. Only admin users with certain rights to add/edit/update the content would be able to manipulate the content they own.
- 1.7.9 A feedback management system shall facilitate the collection of feedback from visitors to the site in the predefined form.
- 1.7.10 Full-Text Searching as well as Custom Search.
- 1.7.11 The newly designed website shall have the web information/data as per the existing links of the AIIA New Delhi website and shall also have additional links to cater to more information.
- 1.7.12 Training to the department for routine updates.
- 1.7.13 Three-Year Annual Maintenance Support after completion of a one-year warranty period. This shall include the maintenance and support of DNS, Hosting Services, System Administration of Servers on Cloud and On-Premises, OS support, Patches and Security updates and Technical Support for the Website, Major and Minor changes, Any new Developments, i.e., Dynamic Pages, Front/Backend Changes etc, SSL Certificates for Domain and Subdomains of the websites, Auditing of the websites,
- 1.7.14 Migration of content of old website of AIIA New Delhi to the new website.
- 1.7.15 Resolve all the vulnerabilities found during the period of AMC.
- 1.7.16 Security audit shall be done at least once a year by any Cert-in empaneled firm/any other organisation assigned by AIIA New Delhi. The arrangement of the Cert-in empaneled firms/organizations shall be the responsibility of the Bidder approved by AIIA New Delhi during the AMC period at no extra cost. However, the Bidder has to resolve all the Vulnerabilities found during security audits.
- 1.7.17 Ensure compliance with Guidelines for Indian Government Websites (GIGW) and Web Content Accessibility Guidelines (WCAG 2.0).
- 1.7.18 Installation of required software and hosting of website in a secured cloud environment such as AWS/Azure/On-premises etc. or any designated location identified by AIIA New Delhi.
- 1.7.19 Optimization of website time to time for better performance

1.7.20 Training on daily website maintenance and modification to AIIA New Delhi IT Dept officials.

1.7.21 Support and maintenance of the project for a period of 4 years (1 Year warranty + 3 Year AMC) from the date of Go-live/UAT.

1.7.22 Home page improvement and design change may be necessary from time to time.

1.7.23 User Acceptance Test

1.7.24 Micro Site for each faculty, visiting faculty and other members.

1.7.25 Dynamic updation of visiting faculty information on the website.

1.7.26 Feedback Management System should be available for the website and modules (Along with the interface for online feedback submission, this page will also display number of feedback received, Responded and to be responded as on date)

1.7.27 The new website should have provision to add Complete Virtual Tour Solution

1.7.27.1 The broader scope of the micro site will be discussed with the concerned team from AIIA New Delhi.

1.7.28 **Feedback** The system must provide a seamless interface to submit feedback to various activities. For example: academic & administration activities. Alongwith this, it should also provide, monitoring, closing the activities.

1.8 SOURCE CODE, PROPRIETORSHIP AND PATENT, CONTENT AND DATA OWNERSHIP: Bidder will be responsible to provide the latest and complete source code which can be compiled and deployed for AIIA New Delhi along with all the requisite software (Source Code, Libraries, IDEs etc.). AIIA New Delhi will be the sole proprietor of the website developed, source code, databases and any patents arising out of the work shall be of AIIA New Delhi. The Bidder will have no claim on the same. AIIA New Delhi will be the sole owner of all Data, Content, and Applications developed, Web Portals or any portion of the Website Content, together with all modifications, enhancements, of the Website.

1.8.1 The Bidder has to submit the source code with the AIIA New Delhi.

1.8.2 All materials/products and related courses on the website should be the property of AIIA New Delhi and the Bidder would have no claim over the same in the future.

1.8.3 All content should be stored and kept confidential. The Bidders should not replicate the same design of the website/portal to anybody else. In this regard one non-disclosure agreement needs to be signed by the Bidder.

1.8.4 The Bidder should provide development documentation and complete training to the AIIA New Delhi.

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- 1.8.5 The Bidder should also provide support for all future upgrades/initiatives of AIIA New Delhi related to this website and associated web portals.
- 1.8.6 Minimum one qualified resource person may be deputed at our location during the development and deployment process.
- 1.8.7 The Bidder shall provide the super admin rights for CMS/Web Framework and Cloud Hosting accounts and all users able to access with the level of rights to access the features of both the CMS/Web Framework and Cloud Hosting. AIIA New Delhi at all times shall have access, right and administrative control over both CMS/ Web Framework, Cloud Hosting Platform and the source code.

1.9 SUPPORT AND MAINTENANCE:

- 1.9.1 The scope of Annual Maintenance and Support will be provided by the Agency for Three years from the date of expiry of the One Year warranty period after sign off/ Go-live and all the scope of work as mentioned in the tender document will be applicable during the period of AMC.
- 1.9.2 The scope of Annual Maintenance will cover to provide onsite personnel support for regular updating of contents in the entire AIIA New Delhi.ac.in domain and subdomains, all above modules/ sub modules, software and security future up gradation, and any other as and when suggested by the institute.
- 1.9.3 Acting urgently on emergency events (within 1 hour based on the urgency of the event). Responsible for all graphic design and uploading of the approved Content from the Institute supplied text, video, audio, both in English and Hindi simultaneously. All the content of the website will be subject to the approval of the institute's designated person.
- 1.9.4 The firm will depute one qualified resource person who needs to be available (24x7) to maintain/manage/troubleshoot the website as per requirement.

1.10 Feedback System of Website : Feedback Service Requests will be directed and sent by our technical team. These requests may be through Feedback Management System should be available for the website (Along with the interface for online feedback submission, this page will also display number of feedback / Tickets received, Responded and to be responded as on date)

1.11 TRAINING: The Bidder should provide adequate training to the concerned staff of the

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AIIA New Delhi on the entire functionality of the application software in whole. Additionally, after completion of one year from the date of Go-live, the Bidder should carry out another round of refresher training to the officials of AIIA New Delhi.

1.12 BACK UP: The Bidder will be responsible to take regular backup periodically at the regular intervals agreed between the Institute and the concerned Bidder, also the Bidder will be responsible for providing the said backups to the Institutes local server(i.e staging website).

1.13 SECURITY SYSTEM:

1.13.1 Security of Website: The website should allow a secure socket layer. The website shall be security audited according to OWASP (Open Web application Security Project) application security verification standard.

1.13.2 The agency would ensure that the site and database is secure and free from unauthorized access & hackers.

1.13.3 The agency should integrate SSL certificates to make the website secured. The AMC period (3 years) should also include the integration of SSL certificates.

1.13.4 The portal should comply fully with the guidelines issued from time to time by the Government of India for the development of the new website.

1.13.5 The Vendor needs to take care of all security, malware attacks, routine updates of plugins, routine backups etc. The vendor should provide for the following security features Tools for control and monitoring Website security Protection against defacement, hacking Design should incorporate security features to protect the site from Session Hijacking, Sql injection, Cross scripting, Denial of Service etc.

1.13.6 It is to be noted that the following is to be carried out for the web portal

1.13.6.1 The selected Bidder has to engage any Cert-in Empanelled firm as per the Notification by the Government of India Guidelines for Indian Government Website to make security audit of websites and provide Safe to Host Certificate.

1.13.6.2 The Selected bidder has to resolve all the security vulnerabilities found during security audit

1.14 Website upgradation and enhancement work: Looking into the length of the project implementation period it is very usual to find changes in requirement beyond the scope mentioned in this document. In such scenarios, there may be a need for major enhancement

and modification of the website and associated web portal and creation of new modules as per requirement beyond SRS/Scope document. In such cases, AIIA New Delhi may direct the Bidder to take up such assignments. The Bidder is supposed to prepare the detailed effort estimation for development and implementation of such assignments and submit the financial implication to AIIA New Delhi for approval. What constitutes a major enhancement shall be jointly decided by client and vendor on a case-by-case basis as per the requirements in future. On approval of AIIA New Delhi, Bidder shall deliver the services and raise the invoice as per approval. The such cases shall be applicable till the expiration of the AMC.

- 1.15 CURRENT SITE MAP OF AIIA NEW DELHI:** Current Site Map of AIIA NEW DELHI can be viewed at by visiting <https://aiia.gov.in> & aiiagoa.org . AIIA will provide each page layout and structure link after finalization of the sitemap of the website. Bidder has to design and develop the website as per layout and structure of the pages.

1.3 TIMELINES

Time lines, Milestones And Deliverables for website development are mentioned below

S. N o.	Deliverables	Time In Days
Website and Associated Web Portal Development		
T0	Issue of LOI by	0
T1	Acceptance of LOI	T0+5
T2	Submission of PBG	T1+10
T3	Issues of work order	T2+10
T4	Finalization and Signing SLA	T3+30
T5	Website Prototype presentation (3 in number to select one for deployment)	T3+10
T6	Website Development. The plan has to be communicated in full at the beginning of these 60 days.	T5+60

T7	Review by AIIA and correction of As per AIIA review for UAT	T6+30
T8	UAT and Security Audit certification from CERT-In Empaneled vendor, GIGW-STQC certification	T7+30
T9	Training, Content up-gradation and Go Live	T8+15

- 1.4 The website should be developed as per GIGW Guidelines, security audit through any CERT-In empaneled firm and STQC Audit and Go-live within the time duration of 6 months (180 days) from the date of issuance of LOI.**
- 1.5** The Bidder should allocate a single point of contact who can provide support during the development and implementation stage. For an identified number of months/ years, the Bidder shall depute a dedicated resource within AIIA New Delhi for up-gradation, maintenance, and development of the website.
- 1.6** The Bidder shall not utilize or publicize or disclose or part with any statistic, data, or information collected with assignment/contract without the express written consent of AIIA New Delhi.

Chapter-VII

Bid Submission and SELECTION PROCESS:

1- Technical Bid

The bidders are requested to prepare their own technical proposal. The technical bid shall contain all the relevant information which forms part of the technical bid. All the above information should be organized in a logically structured form and submitted as a technical bid with an index. Bidder is free to add any information that can help in assessing the technical quality of the solutions proposed and which touches upon the parameters/attributes for technical assessment.

The information provided in the technical bid will be used for understanding and assessing/evaluating the quality of the product being proposed by the bidder.

All the bidder shall be primarily evaluated on pre-qualification criterion viz having submitted all relevant documents, fulfilling statutory obligations/compliance, Experience, Turnover etc.

Bidders fulfilling PQC conditions will be evaluated on technical parameters as mentioned.

The Technical bid will have two Section for evaluation. Section I is documentation based , and Section II is presentation based. The Technical Proposal will be opened first and evaluated for Part I. for **Presentation**: A Separate online meeting for presentation will be conducted through Google Meet or any other platform, as decided by AIIA New Delhi, to assess the technical competence of the eligible bidders, confirming the pre-eligibility criteria. The bidders can use this presentation as an opportunity to present their proposal and to understand the requirements of the institute. This presentation will be part of the evaluation of technical bids. A maximum of two representatives per bidder will be permitted to attend an online meeting for presentation, subject to the submission of a valid authorization letter.

The Financial Proposal of only those Agencies whose technical bid is found to be technically responsive(It is mandatory to score minimum marks against each criterion mentioned and a bidder has to score at least an **overall minimum score of 75** in the technical evaluation in order to be technically qualified) by the Committee will be opened. The Financial Proposals of ineligible bidders will not be opened. Technically qualified bidders will be considered for financial evaluation. The H1 bidders will be selected on the basis of CQBCS Method as mentioned in this tender. Final Financial value will be on the basis of rate quoted. Price quoted shall be considered final including all taxes/charges etc. as indicated in Bid document .

Price Bid of only technically qualified bidders shall be opened at a later date in the presence of the Institute's Officials. Qualified bidders shall be intimated through email. The date and time of opening the price bid shall be communicated to the eligible bidders through email.

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1. The bidders have to submit the price bid only as per the price schedule format. Any other format for submission of price bid shall be outright rejected without any further communications to the bidders.
2. In case the price bid is found to be tempered/modified in any manner, the tender will be completely rejected, and EMD will be forfeited, and the bidder is liable to be banned from doing business with AIIA NEW DELHI.
3. Please do not quote a price in the Pre-Qualification, Technical bid, or elsewhere; it would lead to your bid getting disqualified without any further reference to the bidders.
4. The prices must include all the applicable taxes and duties, fees, and any other charges except GST.
5. AIIA NEW DELHI reserves the right to ask for a detailed price break-up /justification of the quoted price with the successful bidder.
6. AIIA NEW DELHI reserves the right to negotiate the quoted price with the lowest successful bidder.
7. The quoted rates shall remain firm throughout the contract period and no revision is permissible for any reason.
8. Any quote by the bidder for a few items in any of the sections shall not be considered for evaluation.

The All India Institute of Ayurveda , New Delhi reserves the right, at any time and in its absolute discretion, to accept or reject proposals (or to permit any bidder to resubmit its proposal, such that proposal fails to meet any or all of the criteria and/or the requirements), to pursue negotiation with any number of bidders to withdraw from negotiation with any bidder at any time and to suspend, discontinue, modify and/or terminate the Tender process at any time.

2- Bid Submission:

2- Submission of Technical Bid

- A. EOI in the form of hard copies duly signed, stamped and page numbering on each page will be considered.
- B. All the annexure/declaration and tender documents should be signed by bidders. If these are signed by a representative, an authorization letter issued after tender publishing dated must be attached. Tender submitted in loose sheet/unsigned shall not be considered.
- C. The pages of tender document to be submitted by bidder should be properly number and an index page with proper page number should be attached with the tender document
- D. The EOI – both Technical and Financial duly filled in the prescribed proforma as mentioned in check list be placed in sealed separate envelopes with a name of work written on the envelope and addressed to "The Director, All India Institute of Ayurveda, Gautampuri, Sarita Vihar, New Delhi -110076
- E. The 1st envelope(Technical Bid) shall contain the documents as mentioned in the terms and conditions(Mentioned in check list).
- F. The 2nd envelope(Financial Bid) shall contain priced schedule of Quotation, duly signed, Stamped and page numbering by the authorized signatory of the bidder.
- G. The Technical bids shall be opened at 3.30 PM on the closing date in Committee Room, All India Institute of Ayurveda (AIIA), Gautampuri, Sarita Vihar, Mathura Road, New Delhi – 110076in the presence of such bidders or their authorized representatives, who may wish to be present.
- H. The bidders, whose Technical bids are accepted, will be informed about the date of the opening of financial bids.
- I. The Financial Bid of the Technically Qualified Bidder will ONLY be opened.
- L. The price schedule of quotation as per format enclosed, duly signed, stamped and page numbering by the authorized signatory of the bidder is to be submitted. The unit rate and prices shall be quoted by the bidder entirely in Indian Rupee to be entered in words also.
- M. The breakup of Basic Price, GST, other taxes/charges, if any to be clearly mentioned in Indian rupee only.
- N. Financial Bid in any other form except in the specified format given, will not be accepted and shall be SUMMARILY REJECTED.
- O. Both the above envelopes should clearly be marked on top of envelope about type of envelope i.e., Name of EOI and details of contents in envelope (Technical Bid/Commercial Bid as the case may be), name of agency submitting the bid and addressed to "The Director, All India Institute of Ayurveda, Gautampuri, Sarita Vihar, New Delhi - 110076"

P. The main envelope containing the Technical Bids, Financial Bids and Earnest Money Deposit must be superscripted '**DESIGN, DEVELOPMENT AND MAINTENANCE OF AIIA New Delhi WEBSITE**'.

Q. Please note that the envelope containing Technical and Financial Bids are sealed properly, i.e. either wax or with adhesive cello tape on both ends. Rates quoted should be neat and clean without cutting/overwriting.

Applicability in Special Cases:

- a) Applicability to 'Make in India: Bidders (manufacturer or principal of authorized representative) who have a valid/approved ongoing 'Make in India' agreement/program and who will meet all other criteria above, except for any or more of sub-criteria in Experience and Past Performance above, would also be considered to be qualified provided:
 - (i) Their foreign 'Make-in-India' associates meet all the criteria above without exemption, and
 - (ii) The Bidder submits appropriate documentary proof for a valid/approved ongoing 'Make in India' agreement/program.
- b) **Authorized Representatives: Bids of bidders quoting as authorized representative of a organization be qualified, provided:**
 - (i) The bidder meets all the criteria above without exemption, as per the general and special conditions of contract; and
 - (ii) The bidder himself should have been associated for same set of services as in present bid for same or similar for past three years ending on 31st March of the previous financial year 2021-22.
- c) **Joint Ventures and Holding Companies: Credentials of the partners of Joint ventures cannot be clubbed for the purpose of compliance of PQC in Services of Goods/Equipment, and each partner must comply with all the PQC criteria independently. However, for the purpose of qualifying the Financial Standing Criteria, the Financial Standing credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.**
- d) Along with all the necessary documents/certificates required as per the tender conditions, the bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity (both technical and financial), for manufacture and services of the required goods/equipment, within the specified time of completion, after meeting all their current commitments.
- e) **Supporting documents submitted by the bidder must be certified as follows:**
 - (i) All copy of services/work order; respective completion certificate and contact details of clients; documents issued by the relevant Industries Department/National Small Industries Corporation (NSIC)/manufacturing license; annual report, etc., in support of experience, past performance and capacity/capability should be authenticated by the person authorized to sign the tender on behalf of the bidder. Original Documents must be submitted for inspection, if so demanded.

- (ii) All financial standing data should be certified by certified accountants, for example, Chartered Accountants/Cost Accountants or equivalent in relevant countries; and Indian bidder or Indian counterparts of foreign bidders should furnish their Permanent Account Number. Signed and attested legible scanned copies of at least three Numbers of Previous Purchase Order Copies for each of participating item, which has been supplied to various reputed Government Hospitals/Institutions/PSU's/Other reputed Hospitals/Institutions in India in last Three Financial Years in Chronological Order from FY-2017-2018 to FY-2019-2020 for pre-qualification bid evaluation purpose.
- 3. Signed copy of duly filled-in PFMS Form of AIIA, DELHI in the format given at **Annexure-IX**
- 4. **A checklist of documents submitted must be attached as per chapter -II . In absence of that, offer will be rejected outrightly.**

3- SELECTION PROCESS:

- a) Opening of big envelope in presence of bidders will be done immediately after closing of bid time in the Committee Room, AIIA Mathura Road Sarita Vihar, New Delhi 110076
- b) Immediately after opening of big envelopes, Technical bids for each scheme will be opened first in the presence of bidder and their documents will be page numbered and signed by the Screening Committee Members.
- c) Evaluation of technical bids will be done by the Screening Committee, of AIIA subsequently.
- d) Financial bids of only the technically qualified agencies/organization/institutions will be opened in their presence on the date and time to be intimated them through Website/E- mail/ Telephone (Details to be provided by bidders).
- (e) The bids will be evaluated as per Combined Quality Cum Cost Based System (CQCCBS) method based on Manual of Policies and Procedure of Employment of Bidder, Ministry of Finance, Government of India. For details, please refer to website of Ministry of Finance, Government of India.
- For Technical Bids, 30% weightage shall be assigned and for Financial Bids 70% weightage will be assigned.
- The Proposal with the lowest cost will be given a financial score of 100 and other proposals given financial scores inversely proportional to their prices
- The total score of both the technical and the financial bid shall be obtained by weighing the quality and cost scores and adding them up.
- It is mandatory to score minimum marks against each criterion mentioned and a bidder has to score at least an **overall minimum score of 75** in the technical evaluation in order to be technically qualified.
- The highest point's basis shall be considered for award of the contract as illustrated

below: Highest points basis: On the basis of the combined weighted score for quality and cost, the Bidder shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. the proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract. As an example, the following procedure can be followed. In a particular case of selection of Bidder, if the minimum qualifying marks for technical qualifications as 75 and the weightage of the technical bids and financial bids was kept as 30: 70. In response to the RFP, 3 proposals, A, B & C were received. The technical evaluation committee awarded those 75, 80 and 90 marks respectively. The minimum qualifying marks were 75. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

Proposal	Evaluated cost
A	Rs.120.
B	Rs.100.
C	Rs.110.

Using the formula LEC / EC , where LEC stands for lowest evaluated cost and EC stands for evaluated cost, the committee gave them the following points for financial proposals:

A: $100 / 120 = 83$ points

B: $100 / 100 = 100$ points

C: $100 / 110 = 91$ points

In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under: Proposal A: $75 \times 0.30 + 83 \times 0.70 = 80.6$ points.

Proposal B: $80 \times 0.30 + 100 \times 0.70 = 94$ points Proposal C: $90 \times 0.30 + 91 \times 0.70 = 90.7$ points.

The three proposals in the combined technical and financial evaluation were ranked as under:

Proposal A: 80.6 points : H3

Proposal B: 94 points : H1

Proposal C: 90.7 points : H2

Proposal C at the evaluated cost of Rs.100 was, therefore, declared Successful and recommended for approval, to the competent authority.

Financial bids having any negotiation clause or condition shall be summarily rejected

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Technical bid Evaluation Criterion

S. No.	Criterion	Evaluation Criteria	Supporting Document required
A	FINANCIAL STRENGTH	20 marks	
(i)	Average Annual financial turn over during the last three consecutives from financial year 2020-21, 2021-22, 2022-23	<ul style="list-style-type: none"> • >10 cr : 10marks • >8 <=10 : 8marks • >6 <=8 : 6marks • >4 <=6 : 4marks • >=2 <=4 : 2marks 	The agency must submit a duly signed certificate with membership number from Chartered Accountant (CA) clearly showing financial year-wise turnover. The agency should also attach a copy of profit loss statement/ balance sheet certified by a Chartered accountant
	Average Annual financial turn over on experience in design, development & providing maintenance and management services of websites / portals / web applications to Central /State Govt. organizations / Institutions of IT Services similar to mentioned in this tender work scope during the	<ul style="list-style-type: none"> • >5 cr : 10marks • >3 <=4 : 8 marks • >2 <=3 : 6 marks • >1 <=2 : 4 marks • >=1 : 2 marks 	The agency must submit a duly signed certificate with membership number from Chartered

I/7258/2024	last three consecutive from financial year 2020-21, 2021-22, 2022-23		Accountant (CA) clearly showing financial year-wise turnover break up from IT Services.
B	ORGANIZATIONAL STRENGTH	20 marks	
(i)	The bidder should have at least three year experience in previous three financial years of experience in design, development & providing maintenance and management services of websites / portals / web applications to Central /State Govt. organizations / Institutions	No of Years (10 marks) i. ≥ 10 : 10Marks ii. $= 8 < 10$: 8Marks iii. $= 6 < 8$: 6 Marks iv. $= 4 < 6$: 4Marks v. $= 2 < 4$: 2 Marks Details of works to be furnished by the bidder in a separate Annexure to be enclosed separately with this.	Details of experience relating to design/ development/ maintenance of web portal services for Central/State Govt. organizations / Institutions along with self-attested copies of the work orders and agreements.
(ii)	The bidder must have successfully completed, minimum two (02) contracts, in the last three years till 31-03-2023, of providing Design/ Development / Maintenance of web portal services for any Centrally Funded Technical Institute (CFTI)/Institute of National Importance (INI), like	No of Contact (10 marks) ≥ 10 : 10Marks $= 8 < 10$: 8Marks $= 6 < 8$: 6 Marks $= 4 < 6$: 4Marks $= 2 < 4$: 2 Marks Details of works to be furnished by the bidder in a separate	Bidder must submit the list of work order executed with contract amount and competition date. Also submit the

I/7258/2024	IIM/ IIT/IISc/IISER/NISER/ NIT/ IIIT/ AIIMS/ Central and State Universities and/or Central PSUs/State/Central Govt. departments.	Annexure to be enclosed separately with this.	all supporting documents as per the list submitted.
C	Technical Presentation	60 marks	
(i)		1- Overall Understanding of the Terms of Reference and requirement, Compliance with Requirements and scalability etc : 10 Marks 2- Architectural Vision, Demonstration of Design templates etc : 10 Marks 3- Relevance of Experience in Technical and Managerial Aspects including technical approach and methodology: 10 Marks 4- Innovation content of the proposal/ technical solution and layout: 5 Marks 5- Website design and Development work plan including timelines to complete work: 5 Marks 6- Proposed technologies for development deliverables to be used/ provided: 5 Marks 7- Live demo of at least two similar nature website structure and flow: 10 Marks 8- Steps to be taken for timely completion of the work, Plan B or alternate methods to complete the work in any eventuality : 5 Marks	

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Chapter-VIII
Annexure and formats

Annexure-I

Declaration for non-association with other bidders

I,We, M/S.....hereby undertake
and accept that if I/We are Not **Associated with other bidders**.

I/We.....shall have no objections if I/We
am/are suspended for the two years from being eligible to submit bids for contracts with ALL India
Institute of Ayurveda New Delhi if any association is found with other bidders.

Seal,

Name :

Address of the bidder/Authorized personEmail Id:

Telephone No:Date:

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Annexure-II**Bid Security Declaration by the Bidder**

Declaration Date:.....[insert date]

Tender No.[insert Tender number]

To,

The Director
AIIA
New Delhi

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration. We accept that we may automatically be suspended from being eligible for bidding in any contract with you, AIIA NEW DELH), if we are in breach of our obligation(s) under the bid conditions, more specifically, if we:

- 1) withdraw or modify our Bid after deadline for submission of bids, during the period of bid validity specified in the tender document (hereinafter "the tender document"); or
- 2) having been notified during the period of bid validity specified in the tender document, about the acceptance of our Bid by you,
 - fail or refuse to execute the Contract Agreement within the time period specified in the tender document,
 - fail or refuse to furnish the performance security, in accordance with the tender clause within the time period specified in the tender documents,
- 3) not accept the correction of arithmetical errors in price bid; or
- 4) breach a provision of the Code of Integrity.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) thirty days after the expiration of our Bid.

Signed: _____ [insert signature of the person whose name and capacity are shown] Name:

I/7258/2024 _____ [insert complete name of the person signing the Bid-Securing Declaration] In
the capacity of: __ [insert legal capacity of the person signing the Bid-Securing Declaration]
Duly authorised to sign the bid for and on behalf of: _____ [insert
complete name and address of the Bidder] Dated on day of, 2023 [insert date of signing]
Corporate Seal _____ [affix corporate seal of the bidder]

Annexure-III**FINANCIAL BID**

It is mandatory that bidder must submit all costs under below mentioned Heads only. If bidder mention any cost other than mentioned heads in financial bid , then financial bid of that bidder will be rejected and bidder will be disqualified for bidding process.

- 1- For DESIGN, DEVELOPMENT AND MAINTENANCE OF AIIA New Delhi WEBSITE) of various IT infrastructure equipment and Services

S · N ·	Name of equipment/Service	Cost (in Rupees) excluding Applicable taxes.	GST rate in %	GST in Rs	Total Cost (in Rupees) including Applicable taxes.
1	Design and development with one year warranty cost including STQC and Cert-In security audit Cost.				
2	AMC including STQC and Cert-In security audit Cost for 1 st year				
3	AMC including STQC and Cert-In security audit Cost of 2nd year				
4	AMC including STQC and Cert-In security audit Cost of 3rd year				
			Grand Total		

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2- Total Cost in = Rs

It is mandatory that bidder must submit all costs under above heads only. If bidder mention any cost other than above mentioned head , the financial bid of that bidder will be rejected and bidder will be disqualified for bidding process.

Name(s) & Signature of Authorized person with seal of the BidderDate.....

Place.....

Note:

1. The Rates should be quoted inclusive of all taxes; viz. Freight, Packing, Forwarding, Insurance, Transportation, Octroi, 12 months warranty inclusive of spares & Labour, applicable GST upto the F.O.R. AIIA, Delhi basis. The accessories required for Equipment operational at the AIIA DELHI site need to be supplied on free of cost by the Bidder Agency
2. The Tenderer will be fully responsible for the safe arrival of the Equipment/Goods at the named port of entry to consignee site in good condition as per terms of CIP as per INCOTERMS, if applicable
3. The Bidder will quote firm rates inclusive of all Taxes & expenditure upto F.O.R. to AIIA DELHI basis. The AIIA DELHI will release payment claim against accepted services after deductions of TDS as per prevailing Tax Rules and LD (If any) as per the Terms & Condition mentioned in the Tender.

Annexure-IV**PERFORMANCE/CMC SECURITY BANK GUARANTEEFORMAT**
(on the letterhead of the Manufacturer/Service provder)**To,**

The Director
All India Institute of Ayurveda, Gautampuri, Sarita Vihar,
New Delhi - 110076

WHEREAS _____ (Name and address of the bidder) (Hereinafter called "the bidder") has undertaken, in pursuance of contract no. _____ dated _____ to provide services (Equipment/Stores and services) (hereinafter called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the bidder shall furnish you with a bank guarantee from nationalized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the bidder, up to a total of. (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the bidder to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before representing us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to "**As per contract period**" from the date of start (Golive) of website at AIIA, DELHI i.e. upto "**Dated**"

.....(indicate date).

(Signature with date of the authorized officer of the Bank) Name and designation of the officer

Seal, name & address of the Bank and address of the issuing Branch, including Telephone No. & Email ID

Annexure-V**UNDERTAKING**

(To be executed on Rs.100/-Non-judicial Stamp Paper duly attested by Public Notary)

For Compliance of all Terms & Conditions mentioned in this Tender Document

1. The undersigned certify that I/we have gone through the terms and conditions mentioned in the tender document and undertake to comply with them. I have no objection for any of the content of the tender document and I undertake not to submit any complaint/ representation against the tender document after submission date and time of the tender. The rates quoted by me/user valid and binding on me/us for acceptance till the validity of tender.
2. **I/We undersigned hereby bind myself/ ourselves to ALL INDIA INSTITUTE OF AYURVEDA DELHI, GAUTAMPURI SARITA VIHAR, DELHI-110076 to services under this contract.**
3. The articles shall be of the best quality and of the kind as per the requirement of the institution. The decision of the Director, AIIA DELHI, India (hereinafter called the said officer) as regard to the quality and kind of article shall be final and binding on me.
4. **Performance security 10%** of the cost of the tender value shall be deposited by me in the form of FDR/ Bank Guarantee in the name of The Director, All India Institute of Ayurveda, DELHI in the format attached herewith on award of the contract and shall remain in the custody of the Director till the validity of the Tender Contract plus three months **(i.e. for 51 months)**.
5. Should the said officer deem it necessary to change any article on being found of inferior quality, it shall be replaced by me/us free of cost in time to prevent in convenience.
6. I/We hereby undertake to service the items during the validity of tender as per directions given in work order within stipulated period positively.
7. If I/We fail to provide service the stores in stipulated period the AIIA DELHI has full power to compound or forfeit the Bid Security/security deposit.
8. I/We declare that no legal/ financial irregularities are pending against the proprietor/ partner of the tendering firm or manufacturer.
9. I/We undertake that the rates quoted by me when approved and selected by the Director, AIIA DELHI will be valid for one year from the date of approval of the rate contract in the format given or till extended as mutually agreed upon. I/we undertake to service the equipment/stores will be **as per the Terms & Conditions** in tender document. I/we undertake to service the order within stipulated period and if fail to service during the stipulated period then necessary action can be taken by the Director, AIIA, DELHI.
10. I/We undertake that if the rates of any items are lowered due to any reason, I will charge the lower rates.
11. I/We undertake that the items supplied are as per Demonstration/ Catalogue/ technical literature description.
12. I/We undertake that the quoted rates are not higher than that approved in any other Govt. institutions in India for the same items during the current Financial Year.

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13. **Affidavit regarding No CBI Inquiry/ FEMA/ Criminal proceeding/ Black listing is pending or going on against the manufacturer/ bidder firm is also enclosed. I undertake that I will not submit any irrelevant documents with the tender and in doing so I will not have any objection if my tender is rejected on that ground.**
 14. I/We undertake to services the all Literature (Log Book/Maintenance Record/ Troubleshooting/ Operation Manuals etc.) supplied with each of equipment by PrincipalManufacturer in Original to AIIA, DELHI.
 15. I/We undertake to calibrate Equipment as per requirement and frequency as indicated in the **Technical Specification** for ensuring optimum operation of equipment at the AIIA, DELHI site.
 16. I/we do hereby confirm that the prices/ rates quoted are fixed and are at par with the prices quoted by me /us to any other Govt. of India/ Govt. Hospitals/ Medical Institutions/PSUs. I/we also offer to provide service the Equipment/ stores at the prices and rates not exceeding those mentioned in the Financial Bid.
 17. I/we do accept/ agree for the all clauses including the 1 years onsite Warranty inclusiveof all spares and labour etc.
 18. I/we have necessary infrastructure for the maintenance of the equipment and will provideall accessories/spares as and when required.
 19. I/we undertake to get the equipment repaired within 24 hours of the receiving of the complaint from the Hospital failing which penalty may berecovered from pending bill/Bank Guarantee before releasing the same to us after 14months as per penalty clause of EOI Document..
 20. I/we undertake, If as a result of post payment audit any over payment is deducted in respect of any services /work done by our Agency or alleged to have been done by our Agency under this tender, it shall be recovered by the AIIA DELHI from our Agency.
 21. I/We do hereby confirm that I/we aware about the provisions of “Make in India” initiatives and directives regarding Price Preference Policy to Make in India Registered Bidders and I/We undertake for following the same as per directions of AIIA DELHI inrespect of this Tender Enquiry.
 22. I/We undertake to respect Anti-Profiteering Rule under GST Act 2017 of Govt. of Indiaand will have mandatory to pass on the benefit due to reduction in rate of tax to the AIIA,DELHI by way of commensurate reduction in our prices. And if I/we will be found defaulter for following of above said rule (i.e. passing all the benefits of GST Tax Regimeprice reductions to AIIA, DELHI), the AIIA, DELHI have the right to initiate necessaryaction deemed fit as per GST Act, 2017against our firm.
 23. I/we undertake, If as a result of post payment audit any over payment is deducted in respect of any services/work done by our Agency or alleged to have been done by our Agency under this tender, it shall be recovered by the AIIA DELHI from our Agency.
 24. I/we undertake, If any under payment is discovered, the amount shall be duly paid to ourAgency by the AIIA, DELHI.
 25. I/we undertake that we shall liable to provide all the relevant records copies during the concurrency period of Contract or otherwise even after the Contract is over, whenever required by AIIA, DELHI.
 26. I/We do solemnly pledge and affirm that I/We am/are the

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proprietor/partner/authorized signatory of M/s and my/our firm has not been declared defaulter by any Govt.

Agency and that no case of any nature i.e. CBI/FEMA/Criminal/Income Tax/GST/Blacklisting is pending against my/our firm.

27. I pledge and solemnly affirm that the information submitted in tender documents is true to the best of my knowledge and belief. I/We further pledge and solemnly affirm that nothing has been concealed by me and if anything adverse comes to the notice of purchaser during the validity of tender period, the Director, All India Institute of Ayurveda, DELHI (India) will have full authority to take appropriate action as he/she may deem fit.
28. I/We hereby declare that, our quoted prices against this Tender Enquiry are not higher than prices offered by us to any others Govt. Institutions/Other Institutions as per prevailing market prices and I/we are liable for passing of all the benefits of GST in terms of cost reduction on account of various tax factors to AIIA, DELHI as per the provisions of GST Act, 2017. I/We will also be liable for passing of all the cost reduction benefits (if any) on account of CDEC provided by AIIA DELHI on Custom Duty part. If any time AIIA DELHI will get the information that we have supplied items on higher prices in comparison to other institutes based on prevailing applicable prices, we are undertaking that, we are liable for refunding and depositing back such difference amount to AIIA DELHI from our side without any question.
29. We are also undertaking that the Department of Commerce or Ministry/any other Department has been not debarred/blacklisted our firm as per best of our knowledge, if any such debarment/blacklisting come to the notice of AIIA DELHI Authorities during execution of Supplies against this Tender Enquiry, AIIA DELHI have right to reject our proposal and take appropriate action deemed fit against our firm as per prevailing applicable Rules & Regulations.

Signature, Name of Authorized Person of the Bidder with seal.

Date:.....

Place:.....

Affirmation/Verification

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Annexure-VI

ALL INDIA INSTITUTE OF AYURVEDA DELHI PUBLIC FINANCIAL MANAGEMENT SYSTEM (PFMS)		
PFMS UNIQUE CODE:		
VENDOR REGISTRATION FORM		
Sl. No.	Head Name	Details
1.	Vendor Name	
2.	Father/Husband/Owner Name	
3.	Date of Birth	
4.	PAN Number	
5.	GSTIN	
6.	Aadhar Number	
7.	TAN Number	
8.	TIN Number	
9.	Service Tax No	
10.	Address1	
11.	Address2	
12.	Address3	
13.	City	
14.	Country	
15.	State	
16.	District	
17.	Pin Code	
18.	Mobile No.	
19.	Phone No.	
20.	Email ID	
21.	Bank Name	
22.	IFSC Code	
23.	Account Number	
DATE:		
PLACE:		VENDOR SIGNATURE WITH SEAL
Department Name:		Forwarded by HOD/In-charge

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Note:	<i>All related self-attested documents also enclosed with this form</i>
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ORGANISATIONAL STRUCTURE

FORM – 'A'

Name of the Firm/Company		
Full Address of the Company		
Year of Establishment		
Telephone Number		
Fax Number		
E-Mail Address		
Website		
Sector's in which the company/firm has provided services to Government Department in India		
No of full time personnel currently under employment	Technical	
	Non- technical	
No of Years of presence in India		
Annual Turnover		
	FY	Turnover(Rs.)
	2020-21	
	2021-22	
	2022-23	
Details of Authorized Representative	Name	
	Designation	
	Mobile	
	Office	
	Email	

Signature

Format of C.V for Team leader/ Experts/Bidders

1. Name	
2. Designation	
3. Area of Expertise	
4. Total work experience	
5. Experience in relevant field	Name of the work/dwelling units/date of award

Date**Place****Signature of the Authorized person****Seal**

Details of IT Services website/portal Development Works completed in the Last five Years

List of Work orders and Completion Certificates

S r. No.	Departm ent/ Compan y Name	Work Descrip tion	Contr act Value (Rs.)	Contr act Start Date	Contrac t Comple tion Date	Work order attach ed YES orNO	Completi on Certificat e attached YESor NO	Page No. on submitt ed docume nt

(More similar pages may be added for detailing of the each work in case qualifying works are more than one)

Name of assignment & location			Page No. of EOI for cro ss referencing a nd verification of information
Work Cost & Fee (Rs. In Crores)	Work Cost	Fee	
Commencement date	Scheduled	Actual	
Completion Date	Scheduled	Actual	
Reasons for delay, if any			

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No. & Staff involved and functions performed	Staff involved (Discipline-wise)	Staff-Months	
Name of Associated firm(s), if any			
	Any other		
No. & Staff of associated firms involved and functions performed	Staff involved (Discipline-wise)	Staff-Months	
Name of Senior Staff (Work Director, team leader) involved & functions performed			
Narrative description of work including size, features etc.			
Description of actual services provided			
Proof of having completed the work to the satisfaction of Client			
Name & address of Clients Officer to whom reference may be made			

FINANCIAL CAPABILITIES**(Rs. In Cr)**

FinancialYear	Financial turnover	Net Profit
2020-21		
2021-22		
2022-23		
Average Annual Turnover over the pastthree years		

Audited balance sheet/ IT return to be submitted in support of above turnover.**Signature**

Note:

1. Applicants are required to page no. their EOI submission document and for cross referencing and verification of information mentioned in the above matrix,the page no. at which the details are enclosed in their EOI
2. Use Separate sheet for each work
3. Only those works shall be considered for evaluation for which the letter of award and successful completion/occupancy certificate are enclosed.
4. The evaluation shall be based on the qualitative aspects of the applicants work,therefore, please indicate the salient features of the work undertaken includingall such factors like time / Cost / quality aspects. You may also enclose photographs etc. to substantiate on the same.

(Format of the CA Certificate to be submitted
by the Firm)

This is to certify that M/s..... having office
at..... in the business of for completed years (considered up to 31-
March of Previous Financial Year). Their Turnover in each Financial Year during the preceding
years (years in words) are as givenbelow:

SR. NO.	FINANCIAL YEAR	ANNUAL TURN OVER (in Rs)	ANNUAL IT TURN OVER in Design, development & providing maintenance and management services of bsites/portals/web applications (in Rs)	PROFIT AND LOSS IN INR
1	2020-2021			
2	2021-2022			
3	2022-2023			

This is further certified that the above Turnover is in line with the Turnover declared by the
Business in their IncomeTax Returns filed under PAN No:

[UDIN].....

For,..... Chartered Accountants

Partner, M. No/ FRN No.....

Signature with seal.....

Date:

Place:

Note:

- If Bidders have turnover certificates in their own format, they can submit in that format
else Bidders have to submit turnover certificate in this format.
- Bidder shall also submit the P&L statement & ITR statements of these financial years.

Form - F**PRE-BID QUERIES FORMAT**

Name of the company/Firm:

Tender Fee Receipt No. _____ Dated _____ For Rs.

_____-/-

Name of Person(s) Representing the Company/Firm:

Name of Person	Designation	Email-ID(s)	Tel. Nos. & Fax Nos.

Company/Firm Contacts:

Contact Person(s)	Address for Correspondence	Email-ID(s) Tel. Nos. & Fax nos.

Query / Clarification Sought:

S.No.	RFP Page No.	RFP Rule No.	Rule Details	Query/Suggestion/Clarification

Note:- Queries must be strictly submitted only in the prescribed format (.doc/docx). Through email on it-section@aiaa.gov.in. Queries must be strictly submitted only in the prescribed format will not be considered/ responded at all by the tendering authority. Also, kindly attach the coloured scanned copy of the receipt towards the submission of the bidding/tender document fee along with filled and signed copy of this format.

Sign of authorized signatory

Form - G

SELF-DECLARATION-NON BLACKLISTING

In response to the RFP No. _____ Dated _____. I/ We hereby declare that presently our Company/firm_ _ _ _ _ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/Central Government/PSU/Autonomous Body.

We further declare that presently our Company/firm _____ is not blacklisted and not declared ineligible for reason other than corrupt & fraudulent practices by any State/Central Government/PSU/Autonomous Body on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

faithfully,

Your

Name of the bidder:-
Authorized Signatory:-
Seal of the Organization:-

Date:-

Place:-

Annexure-VII**SERVICES Level AGREEMENT (SLA) format**

THIS **SERVICES AGREEMENT ("AGREEMENT")** is made and entered at New Delhi into effective as of the _____, by and between:

Between

All India Institute of Ayurveda (Ministry of Ayush, Government of India), Gautampuri, Sarita Vihar, Mathura Road, New Delhi-110076 (hereinafter called the AIIA/Customer/AIIA) through its duly authorized signatory, Prof Tanuja Manoj Nesari, Director, which expression shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives of the FIRST PARTY.

AND

"Name of Organization/Company/Institute", a Company registered under the Company's Act 1956, (hereinafter called Contractor/ Software/Application developer) through its duly authorized signatory, *"Name and Designation"* which expression, shall, unless repugnant to the context, include its successors in business, administrators, liquidators and assigns or legal representatives) of the SECOND PARTY.

The Parties hereto shall hereinafter be collectively referred to as Parties and individually as Party.

WHEREAS ORGANIZATION NAME as a Designer, Consultant, Implementer of Online Patient Consultation System through Mobile app and web portal "Tele-consultation" Design, Development and Hosting hereafter referred to as 'PROJECT' has agreed with the AIIA for Design, Development, implementation, service maintenance of the components of PROJECT, in accordance to the AIIA's Letter of Intent F. No: ____ Dated ____.

WHEREAS, the AIIA is providing healthcare services and desires the “Online Patient Consultation System through Mobile app and web portal “Project Name” Design, Development and Hosting” from ORGANIZATION NAME as mentioned in the EOI, Software/Application Requirement Specification and Minutes of meeting, attached with this agreement and is an integral part thereof.

AND WHEREAS the ORGANIZATION NAME has accepted the award of Work order dated _____ (for “Project Name” Design, Development and Hosting” at AIIA, New Delhi Ref: 1- F. No: _____ dated _____) placed by the AIIA.

AND WHEREAS the Parties hereto now agree to act in mutual agreement in accordance to agreed terms and conditions described hereinafter:

NOW THEREFORE, the Parties hereto hereby agree as follows:

PART - I**(DEFINITIONS)**

In this agreement unless the context otherwise requires, the following words have the meaning as described herein under: -

- I. **Design & Build and development means** a method to deliver a project in which the design and build and development are contracted by a single entity known as the design–builder or design–build–development contractor.
- II. **Software/Application Requirement Specification (SRS)** means the Software/Application Requirement Specification (SRS) to be prepared by ORGANIZATION NAME after elaborate discussions with the concerned AIIA stakeholders and approval by All India Institute of Ayurveda for the functionalities of All India Institute of Ayurveda . This document shall include Man Machine Interface (MMI), Process Description and output Report Formats.
- III. **Project Charter** means the Charter of target performance milestone relating to this project.
- IV. **Working Day:** means weekdays from Monday to Saturday, excluding Holidays/national
- V. **Project Name:** Together with the modules enclosed constitute " Project Name Design, Development and Hosting" at AIIA
- VI. **Completion:** the project is deemed to be completed after successful rendering of handholding support and expiry of the warranty period as depicted in this agreement.
- VII. **Implementation:** means PROJECT sub-system wise installation on the target platforms and making PROJECT functional through web-based Internet/intranet network so that the results/reports could be obtained successfully from the test data as per approved SRS. Test Data means the data provided by project team of All India Institute of Ayurveda to ORGANIZATION NAME and uploaded in the database for User Acceptance Test (UAT) of different modules as per SRS.
- VIII. **Implementation Support:** means helping the user in resolving PROJECT related operational issues
- IX. **PROJECT/Project:** means "Project Name" Design, Development and Hosting" at AIIA, New Delhi Ref: 1- F. No: _____ dated _____.
- X. **Handholding:** means deployment of a dedicated trained resident support engineers for a fixed period as per Warranty and AMC obligations after the final implementation at All India Institute of Ayurveda . The prime responsibility of the support staff shall be to ensure that application remains accessible to the identified users during normal working hours. Furthermore, the support staff shall also offer immediate assistance to the users, whenever

they face difficulty while working on the ICT and PROJECT. However, this responsibility shall clearly exclude owing or assuming in any sense, data entry services on behalf of the users of All India Institute of Ayurveda . The All India Institute of Ayurveda users will operate the PROJECT themselves and the Handholding Staff shall provide functional or technical assistance, whenever needed. The Handholding term may, nevertheless, be extended for a suitable period and in number as per the rates prescribed in the proposal.

- XI. **Agreement** means this written agreement between ORGANIZATION NAME and AIIA, together with any and all appendices, addendums, exhibits, schedules and other attachments hereto, and any other subsequent arrangements entered into by the Parties.
- XII. AIIA will appoint and designate its Representative/SPOC, who shall provide professional and prompt liaison to the ORGANIZATION NAME and have the necessary expertise and authority to commit AIIA. The AIIA may change the AIIA Representative at any time and from time to time upon written notice to the ORGANIZATION NAME. Primary guidance and direction for ORGANIZATION NAME with respect to performance of the Services will be the responsibility of the AIIA's Representative, who will be available to attend progress meetings scheduled during normal business hours (and will be available for telephone discussions during normal business hours when ORGANIZATION NAME is working remotely) at regular intervals, to maintain clear and open channels of communication, and to minimize problems and facilitate prompt and efficient performance of the Services.
- XIII. **Software/Application** means the application for Telemedicine services, and services to be procured by the AIIA from ORGANIZATION NAME in accordance with the EOI, Expression of Interest for "Project Name" Design, Development and Hosting" at AIIA, New Delhi.
- XIV. **Intellectual Property Rights (IPR)** means: rights in any patent, copyright, trademark, trade dress, and trade name; related registrations and applications for registration; and trade secrets, moral rights and goodwill.
- XV. **ORGANIZATION NAME Staging Environment** means and includes the servers and other related resources under the custody and ownership of the ORGANIZATION NAME or a Cloud Service Provider, that used for development by ORGANIZATION NAME and acceptance testing of the Software/Application to be as per EOI, SRS and MoM's by AIIA.
- XVI. **AIIA Staging Environment** means and includes the on premise or Cloud servers and other related resources under the custody and ownership of the AIIA used for development. The AIIA shall provide supervised secure remote access to the ORGANIZATION NAME to this environment. The AIIA Staging environment shall be used as staging of application for Data center sizing/dimensioning estimation and Release security certification purposes before uploading the Software/Application on NIC Data center during the contact period. AIIA shall provide all technical support and resources required

for clearance of any observations raised during security audit that need to be resolved from the server/ staging environment end.

- XVII. Production Environment shall mean and include Servers in NIC Data Centre, Hardware and other related resources chosen by AIIA to deploy the Software/Application for live operations. AIIA shall provide remote access to the Production server from within their premises.
- XVIII. Services. Tasks which ORGANIZATION NAME will perform, and provide deliverables that will result from such Services to fulfil the requirements mentioned in EOI, Work Order, SRS and Minutes of Meeting. The services broadly cover Software/Application design, development, installation, testing, training, change request management, deployment of release version Software/Application, technical support and other matters relating to implementation of the telemedicine Software/Application by ORGANIZATION NAME for AIIA. Maintenance will include fixing of issues observed, and upgrades of the necessary frameworks/platforms on which the issues can be fixed.
- XIX. Deliverables: The deliverables will include the Software/Application to be deployed in AIIA Staging server environment and Production Environment, Documentation, Manual of Software/Application installation, End user manuals.
- XX. Manner of Performance. ORGANIZATION NAME shall provide the Services in a professional manner, and shall furnish advice and assistance relating to areas of work consistent with its qualifications and abilities. ORGANIZATION NAME may submit periodic written reports as per mutual discussions between the Parties.

PART – II (GENERAL PROVISIONS)

Design, Build, Development and Acceptance Testing

PROJECT Application acceptance testing plan will be frozen at SRS Stage conforming within the scope of work as per proposal and details of acceptance testing will be as laid down in Acceptance Test Plan (ATP) after approval of SRS. This will be conducted at All India Institute of Ayurveda .

- I. AIIA shall approve the SRS in writing after SRS being submitted to it. SRS shall be comprehensive and exhaustive enough to cover entire requirement and specifications for the project acceptance submitted by ORGANIZATION NAME. Any modification in the SRS would have to be communicated within the stipulated time period and should not be beyond the scope of work already agreed as part of the present understanding. Frequent changes in the communicated functionalities by the AIIA stakeholders is not welcome and requires subsequent increased cost for increased efforts.
- II. AIIA shall designate a Project Manager who will take the responsibility of coordinating AIIA's side activities related to this Project execution and will act as the main interface between AIIA & ORGANIZATION NAME. Similarly, ORGANIZATION NAME will depute personnel for the same.
- III. AIIA shall provide specific and detailed information concerning the AIIA Project work flow, procedures and transaction volumes as they relate to the use of PROJECT through their respective stakeholders. However, all reengineering suggestions will be accepted to mend the ways in different functions, which generally results in more efficient working and redundancy in operations., using a well-established product like PROJECT /Modules/Equipment.
- IV. ORGANIZATION NAME will provide to All India Institute of Ayurveda data entry formats and detailed guidelines, for the preparation of data for different modules and such data will be entered by All India Institute of Ayurveda . Preparation of test data by All India Institute of Ayurveda and data-entry by All India Institute of Ayurveda will be as mutually after intimation of task. AIIA acknowledges that under no circumstances, ORGANIZATION NAME Limited shall be held responsible or liable for any entries inserted by AIIA, if at any point of time are found to be incorrect or inconsistent.
- V. Upon the customization of as per SRS, ORGANIZATION NAME shall certify in writing to the All India Institute of Ayurveda that the PROJECT module is ready for acceptance, and to this effect, ORGANIZATION NAME shall write to AIIA commencement of acceptance testing, requiring designated representatives of AIIA to observe and participate in acceptance testing.

- VI. The PROJECT shall be subject to acceptance testing at All India Institute of Ayurveda , to be conducted and duly providing acceptance report of PROJECT of conducting the test.
- VII. AIIA shall conduct acceptance testing of Software/Application deliveries. Such testing shall be performed according to a mutually agreed test plan. The test report will be documented in writing.
- VIII. Acceptance of the implementation of the Software/Application shall be signed off by AIIA when all the Software/Application has been tested as per the Test Plan, and no critical issues are pending.

AIIA's and ORGANIZATION NAME's Roles and Responsibilities with Timelines

S.No	Responsibility	Responsibility of	Timeline
1.	Project Proposal, Performance bank guarantee submission, Designate a Single Point of contact	ORGANIZATION NAME	
2.	Work order issuance	AIIA	
3.	Submission of Software/Application requirement Specification and end user manuals	ORGANIZATION NAME	
4.	Review of the SRS. Sharing on the Minutes of the meeting of the SRS and the application demonstration		
5.	Software/Application development and Demonstration of the Software/Application application hosted in ORGANIZATION NAME's staging instance	AIIA	
6.	Host Application in ORGANIZATION NAME Staging server and provide AIIA login credentials for 3 months to check application	ORGANIZATION NAME	
7.	Checking of the ORGANIZATION NAME Application by AIIA to be as	AIIA	

	per EOI, SRS and Meeting minutes		
8.	Provide Server dimensioning estimate for Staging	ORGANIZATION NAME	
9.	Signing of this agreement along copies of EOI, SRS, Minutes of Meeting by both parties	AIIA+ORGANIZATION NAME	
10.	Acceptance of the Software/Application release on ORGANIZATION NAME Staging server	AIIA	
11.	Provide Staging server and remote VPN Access	AIIA	
12.	Install & Commission the Software/Application in AIIA Staging environment	AIIA	
13.	Training	ORGANIZATION NAME	
14.	Draft SMS Notification Templates	ORGANIZATION NAME	
15.	Approval of the SMS Templates provided by ORGANIZATION NAME	AIIA	
16.	Security certification on AIIA Staging server	AIIA+ORGANIZATION NAME	
17.	Provide Server dimensioning estimate for Production environment, based on learnings from AIIA Staging	ORGANIZATION NAME	
18.	Coordination with NIC for Production Server, Storage, Bandwidth, Domain, SMS Gateway, Payment Gateway, Email domain	AIIA	
19.	Install, Configure Commission of the Software/Application in Production environment	ORGANIZATION NAME	
20.	Go-Live of Software/Application on Production environment	AIIA	

21.	Technical support during warranty period of 1 year	ORGANIZATION NAME	
22.	Maintenance for Year1 from Go-Live	ORGANIZATION NAME	
23.	Maintenance for Year2 from Go-Live	ORGANIZATION NAME	
24.	Maintenance for Year3 from Go-Live	ORGANIZATION NAME	

*day(s) refers to business days

Data and Information. The AIIA will be responsible for, and assumes the risk of any problems resulting from, the content, accuracy, completeness and consistency of all such data, materials, and information supplied by the AIIA.

Ownership of Data. The entire ownership of the data and its sanctity and correctness shall be the sole liability and responsibility of the AIIA. At no time the ORGANIZATION NAME, be responsible for the loss, damage, harm or injury caused to the AIIA with this respect.

Approval. It shall be the duty of either party to respond to any query or issue raised by within 5 working days. Otherwise this can be escalated to the next level to respond within 3 working days. Further delays shall be counted as project delays caused by the party not responding to the query or issue.

Project Monitoring

There shall be a project monitoring committee to be constituted jointly by M/s ORGANIZATION NAME. and AIIA to ensure expeditious completion of the project/ solution and for removal of bottlenecks in the execution of the project. A specific format of the review meetings will be worked out. There would be working level review meeting on site on every Monday of the week.

Technologies and Resource Provisioning for Customization of PROJECT and its Platform

ORGANIZATION NAME will ensure that the technologies for the customization of PROJECT and platform shall be as per the bid/proposal submitted to the AIIA.

Training

ORGANIZATION NAME will provide free of cost full training of modules usage as well as administration to technical employees of the AIIA& module wise training to four concerned employees of the related module(s) in the AIIA, as per the mutually agreed schedule. AIIA acknowledges and confirm that in the event of any trainee, so designated by AIIA, ceases to be part of training for any reasons

whatsoever and AIIA wishes to replace such trainee with another trainee, the training so imparted shall be deemed as additional training, which may be on chargeable basis at such rates and/ or such terms and conditions as Parties hereto would agree mutually.

Documentation & Deliverables:

ORGANIZATION NAME shall, provide the Application and user manuals of the Application Software/Application (PROJECT) developed, operating manuals, warranty cards and associated documentation regarding the hardware deployed, to All India Institute of Ayurveda on completion of acceptance of module.

Taxes & Duties

All applicable Taxes & Duties are inclusive, in cost quoted in financial bid on the rates and regulations prevailing at the time of submitting this proposal. Any upward change in the prevailing Government duties, Taxes, Levies etc., will be charged additionally in the Invoices. All the additional charges on account of the Entry Tax or any other New Government Tax or Levies will be charged additionally.

In case of any reduction in the prevailing government duties, taxes, levies etc, the same shall be deducted from the invoices.

Payment Schedules:

The payment schedule will be as per the EOI and Financial bid response submitted by ORGANIZATION NAME.

As per Tender payment terms and conditions

The ORGANIZATION NAME EOI Bid response mentions

	Works	Cost excluding taxes	Applicable tax 18%	Total cost with applicable taxes
1	Design, Development and Hosting cost			
2	For Year1 support and maintenance after Go-Live			

3	For Year2 support and maintenance after Go-Live			
4	For Year3 support and maintenance after Go-Live			

The invoices shall be raised as follows

As per Tender payment terms and conditions

ORGANIZATION NAME shall raise the invoices for the services as per schedule mentioned in the Payment Schedule above. ORGANIZATION NAME's invoices for Services shall be payable within thirty (30) days by AIIA from the receipt date.

The final 50% support and maintenance charges of Year 3 will be released only after assessing the overall performance / service rendered by ORGANIZATION NAME and subject to the condition that the firm must ensure and satisfy that all machine is perfectly in working condition on the last day of the contract.

The TDS will be deducting u/s 194c of the IT Act, 1961.

A Bank Guarantee of Rs "Amount" with expiry date " dated " and claim date of "dated" has already been submitted to AIIA by ORGANIZATION NAME.

Change Requests

Requests by the AIIA for a change to the specifications set out in the Scope of Services requested hereunder (a "**Change Request**") will be governed by the ORGANIZATION NAME's feasibility and shall be subject to mutual understanding of the Parties. Upon receipt of a Change Request, ORGANIZATION NAME will advise AIIA of the resultant impact on the additional cost and scheduled delivery dates. Unless otherwise agreed to between the parties in writing, any additional work caused by the changes set out in the Change Request will be billed by ORGANIZATION NAME on mutually agreed rates plus taxes and expenses.

Customization during the AMC period or the efforts in additional functionalities as per SRS/ Change requests and additional Hand Holding will be charged extra. AIIA shall approve or reject the said GAP/GAD efforts.

In the event, AIIA identifies additional user requirements after ORGANIZATION NAME begins work on any given Statement of Work, the AIIA shall document such requirements and provide such documentation to ORGANIZATION NAME upon

request as per the Change Management Procedure which will include requirement collection, signoff, cost estimation and timeline estimation. ORGANIZATION NAME will promptly provide cost and schedule estimates for each requirement to AIIA and will work with AIIA and/or AIIA's Customers to establish priorities for each. The Parties shall mutually agree in writing on the cost and schedule for such Services before ORGANIZATION NAME shall perform any such Services.

Any change in the AIIA Representative (except where such change is initiated by ORGANIZATION NAME for a reason other than that the designated individual does not meet the requirements of the AIIA), will be treated as a change subject to a Change Request and may delay the scheduled delivery dates of the project without abatement of price or other recourse to ORGANIZATION NAME.

Warranties and Penalties

Warranty and Liability Limitations. The warranty period shall be of one year for the Software/Application to be provided by the ORGANIZATION NAME to the AIIA from the Go-live date.

Parties shall indemnify each other and its respective directors, officers, employees, agents, affiliates, and subsidiaries against any and all liabilities, losses, and expenses, including any fines and penalties imposed by any authority or party whosoever, may incur or suffer or likely to incur or suffer as a result of the breach of any obligations by either party under this Agreement.

Application: Software/Application deliveries will be tested by the ORGANIZATION NAME before delivery to the AIIA for testing under its supervision. In case of, if bugs are found, then the issue will be reproduced, root cause analyzed and assigned for Software/Application changes. Issues identified that require Software/Application changes shall be prioritized by mutual understanding between the Parties for ORGANIZATION NAME's Software/Application developers to make necessary changes.

The timelines for rectification of errors that are identified in the Software/Application delivered shall depend on the complexity levels. The following timelines shall be followed for high priority issues:

Impact	Definition	Response Time	Resolution Time	Penalty

High	A critical problem, which affects large number of users making website un-available, website being not accessible or being compromised by some hacker	4 hours	1 days	Rs 15000 per 12 hours per incident
Medium	Severe loss of service. System is working, but an important functionality is unavailable with no acceptable workaround; however, operations can continue in a restricted fashion	4 hours	2 days	Rs 5000 per 12 hours per incident
Low	Product is stable, but some functionality with low impact is not functioning as expected. The impact is an inconvenience. The user can continue using the system, but with an alternative procedure.	4 hours	3 days	Rs 1000 per 24 hours per incident

Liquidated damages (L.D.): Timely execution, communication and delivery as agreed by the parties is the essence of the work. However, extension of execution/delivery date may be considered in deserving cases where genuine reasons exist. Such extension of delivery date will be considered without Liquidated damages at the discretion of the Director of the AIIA.

In case, ORGANIZATION NAME willfully fails to meet agreed timelines, despite all support provided by the AIIA, LD of sum equivalent of 1 % of the project implementation cost (without taxes) per fortnight or part of it delay shall apply. The total accumulated LD shall not exceed 10 % of the quoted project implementation cost and maximum tolerable delay period is TWO Months.

ORGANIZATION NAME will be responsible for satisfactory resolution of the issues reported at the earliest. However, in case the resolution of the issues has not been carried out satisfactorily Resolution of reporting of complaint, ORGANIZATION NAME will be penalized as per penalty rated mentioned above in respective category. The charges will be deducted from the subsequent payments.

Contact Period

Term. The term of this Agreement shall commence on the date of the signing of agreement written above and shall continue up to a period of 52 months (4 months for Go-live + 12 months warranty + 36 months of maintenance) starting from the date of signing the agreement.

Termination – This Agreement can be terminated in the following circumstances

- i. If either of the Party materially breaches any of representations, warranties, covenants or agreements in this Agreement or otherwise fails to perform any of material obligations in this Agreement or, the other party sends a written notice advising of the breach or failure and providing a Seven working day period for the breach or failure to be cured. If the breach or failure hasn't been cured within this Seven working day period, the non-breaching party can immediately terminate this Agreement.
- ii. Either of the Party hereto may terminate this Agreement for any reason, at any time, upon one month's written notice to the other party.
- iii. Either of the Party may terminate this Agreement immediately upon written notice to the other if the other party becomes or is declared bankrupt or insolvent; is the subject of any proceedings related to liquidation, insolvency, the appointment of a receiver or similar person, or makes an assignment for the benefit of all or substantially all of its creditors. Either party may also immediately terminate this Agreement upon written notice to other party if it commits any act, or is alleged to have committed any act, that aggrieved party reasonably believe could make a continued relationship between the Parties harmful to their reputation or goodwill.
- iv. In the event of termination of this Agreement the AIIA shall pay ORGANIZATION NAME for all services rendered and reasonable expenses incurred through the date of termination;
- v. All other rights and obligations of each of Parties in this Agreement will terminate, except rights and obligations of Parties which are intended to survive the Agreement termination or expiration will survive.

Assignment and Delegation of duties

Neither party may assign or transfer this Agreement or any part thereof or their rights and obligations hereunder, without the prior written consent of the other party, nor shall any attempted assignment or transfer without such consent be null and void ab initio.

Intellectual Property Rights

As AIIA has engaged agency for development of "Project Name" as per AIIA requirement, Procedures and Methods. Hence AIIA is having absolute ownership and intellectual property rights on its developed software and app and software code and its related all contents and Data and ORGANIZATION NAME is not having any rights on it.

Confidentiality

Both the parties need to keep this agreement confidential including the terms of this project engagement, cost implication, payment terms etc. As a special gesture ORGANIZATION NAME., has extended extraordinary privileges to AIIA and the same cannot be shared in public domain or with other prospective clients of ORGANIZATION NAME.

Each of the parties indemnify that it will come into possession of information that comprises valuable trade secrets and other confidential information ("**Confidential Information**") which is exclusively owned by the other party. Both parties expressly recognize that Confidential Information is being conveyed to them under conditions of confidentiality, and agree that they shall not disclose Confidential Information to any third party during the term of this Agreement and at all times following the termination or expiration of this Agreement. The parties may, however, disclose Confidential Information only to their employees who need to know Confidential Information in order to assure the parties compliance with the other terms and conditions of this Agreement.

It is agreed by the Parties that except with the prior written consent of other party they shall not at any time communicate to any person or entity any Confidential Information acquired in the course of the Services.

Subject to the aforesaid, each Party acknowledges that it shall have access to Confidential Information. Each Party covenants and agrees that, other than as expressly provided herein, it shall not divulge, furnish, publish or use for its benefit or for the direct or indirect benefit of any other Person, whether or not for monetary gain, any Confidential Information. Each Party shall exercise reasonable care to prevent the unauthorized dissemination, disclosure or use, other than as expressly provided herein, of any such Confidential Information and, except as expressly provided for in this Clause, shall not make or allow any disclosure of the Confidential Information to any other Person. Each Party shall restrict the use and disclosure of, and access to (collectively, "Access"), the Confidential Information to such of its employees who require such Access in order to assist such Party in conducting its business and only to the extent of such requirement, and to its consultants, financing agencies and their existing equity investors, advisors and directors, strictly on a need to know basis, provided,

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further that the Party granting the Access shall ensure that all Persons, to whom such Access is granted shall agree to keep the information strictly confidential and to abide by the confidentiality obligations hereunder. Each Party shall advise each such employee granted such Access that the Confidential Information of the other Party is the property of such other Party, as the case may be, and is highly confidential and that no Access in respect thereof is permitted except as directly required by the use thereof in accordance with this Contract. Each Party shall keep all Confidential Information confidential and shall to that end (i) prevent the unauthorized use or reproduction of any materials containing Confidential Information and (ii) prohibit the making of copies (by whatever means) of said materials, except to the extent necessary to furnish Confidential Information to those who are entitled to access thereto.

Each Party shall ensure that their respective authorized representatives shall keep confidential any Confidential Information received by them.

A Party may make disclosure of Confidential Information to a Governmental Authority, if such Party is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) under applicable Laws to disclose such Confidential Information, provided that such Party shall provide the other Party with prompt notice of such request(s), shall co-operate with the other Party in obtaining an order or other relief restraining and/or limiting such disclosure, and may disclose only such portion of the Confidential Information as required to comply with such process.

Confidential Information shall not include information which:

- (a) was known to the receiving Party at the time it was submitted; or
- (b) is, or becomes, publicly known through no wrongful act of the receiving Party, or any affiliate, agent or consultant or employee; or
- (c) is received by the receiving Party from a third person without similar restrictions and which the receiving Party reasonably believes has been obtained by such third party without breach of any confidentiality obligation binding on such third party; or
- (d) is approved for release by written authorization of the disclosing Party; or
- (e) is shown to have been independently developed by the receiving Party without the use of the information disclosed by the other Party hereunder.

All materials provided to the AIIA by the ORGANIZATION NAME are subject to public disclosure laws such as RTI etc. except in respect of exclusions set out in such laws.

"Confidential Information" shall mean this Contract and in relation to any Person mean, all information relating to such Person's business, customers or financial or other affairs which is not publicly known including, without limitation, information relating to either of or a combination of the following:

- (i) commercial, business, technical and proprietary information, information regarding products/services and related documents, reports, manuals, data, research and development plans, product and business plans, strategies, historical, financial results, budgets, forecasts, projections and other financial data or data relating to employees,
- (ii) customer and supplier names and other details of customers and suppliers, sales targets, sales statistics, market share statistics, prices of goods sold and purchased, market research reports and surveys and advertising or other promotional materials,
- (iii) future projects, business development or planning, commercial relationships and negotiations,
- (iv) all Intellectual Property Rights and all related information including Software/Application, applications, design documents, prices, engagement details, payment terms, user manuals, etc., and
- (v) information which a reasonable Person would understand to be of a confidential or proprietary nature by virtue of the information itself and/or the manner in which it is disclosed.

Remedies

The failure of either party to seek relief for the other party's breach of any duty under this Agreement shall not constitute a waiver of such breach, and no waiver of a breach hereunder shall constitute a waiver of any right of the non-breaching party to seek relief for any subsequent breach.

Force Majeure

Non-performance by either party will be excused to the extent that such performance is rendered impossible or delayed by acts of God or a public enemy, acts of the Govt. of India or any state or political subdivision thereof, fires, severe weather, floods, pandemics, earthquakes, natural disasters, explosions or other catastrophes, embargoes, shortage of goods, labour strikes, slow-downs or labour stoppages of any kind, delays of suppliers or delay of transportation for any reason, or any other causes beyond the control of such party in furnishing items or services, including but not limited to, breakdown or failure of machinery or equipment or delay in AIIA reporting problems or furnishing information or materials, provided

that the non-performing party gives prompt notice of such conditions to the other party and makes all reasonable efforts to perform notwithstanding such conditions.

The time for performance specified pursuant to this Agreement shall be extended by the period during which such performance was rendered impossible or delayed, provided always, however, that, should such circumstance last more than thirty (30) continuous days, either party may by written notice to the other party, terminate this Agreement as of the date of receipt of such notice.

Notice

All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (in) upon personal delivery to the party to be notified; (ii) when sent by confirmed email, telex or facsimile if sent during normal business hours of the recipient, if not, then on the next business day; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) day after deposit with a nationally recognized overnight courier, special next day delivery, with verification of receipt. All communications shall be sent:

To AIIA at:

All India Institute of Ayurveda (AIIA), a Ayurveda AIIA situated at Gautampuri, Sarita Vihar, Mathura Road, New Delhi – 110076

To ORGANIZATION NAME at:

Organization Name

Organization Address

Or at such other address as ORGANIZATION NAME or AIIA may designate by ten (10) days advance written notice to the other parties hereto.

Governing Law and Jurisdiction

The construction, validity and performance of this Agreement shall be governed by, and construed in accordance with, the laws of India. The parties agree that the jurisdiction of court of law for any litigation, dispute arising out of, related to, or regarding the validity of this Agreement shall lie in New Delhi, India.

Amendment

This Agreement may only be amended, modified or waived in writing signed by a duly authorized representative of the parties. No waiver of any provision of this

Agreement shall be effective unless signed on behalf of the waiving party by a signatory with authority to amend or modify this Agreement in accordance with the preceding sentence.

Severability

If any provision of this Agreement is held to be invalid or unenforceable under the law for any reason whatsoever, the remaining provisions shall remain valid and unimpaired, and shall continue in full force and effect.

Non-Waiver

No term or provision of this agreement shall be deemed waived and no breach thereof shall be deemed excused, unless such waiver or consent is given in writing and signed by the AIIA Official, to have waived or consented. No consent by any party to, or waiver of, a breach by the other, whether express or implied, shall constitute consent to, waiver of, or excuse for, any different or subsequent breach.

Captions

Captions contained in this Agreement are for reference purposes only, and are not intended by either party to describe, interpret, define, broaden or limit the scope, extent or intent of the Agreement or any of its provisions.

Knowing Consent and Authority to Consent

The Parties knowingly and expressly consent to the foregoing terms and conditions. Each signatory is authorized to enter into this Agreement on behalf of its respective party.

Relationship of Parties

The relationship of ORGANIZATION NAME and AIIA established by this Agreement is solely that of independent party/ entity. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the parties. ORGANIZATION NAME is not to be considered the agent of the AIIA or any third-party provider of goods or services with regard to the performance of their respective contractual or other legal obligations.

Arbitration

The Director, AIIA, New Delhi and Organization Name (ORGANIZATION NAME short form if any) shall make every effort to resolve, amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection

with the contract,

In case of a dispute or difference arising between the Director, AIIA, New Delhi and Organization Name (ORGANIZATION NAME short form if any) i.e. Second Party relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be New Delhi.

Liability and Indemnification:

- i. Neither of the parties will be liable to the other for any indirect, incidental, consequential, special, punitive or exemplary damages arising out of this agreement, including, but not limited to, those for business interruption or loss of profits, even if one of them has been advised of the possibility of these type of damages.
- ii. However, the limitations described above in this section do not apply to either party's indemnification obligations, as well as any losses caused by fraud, bad faith, gross negligence, willful misconduct or either party's breach of its confidentiality obligations.
- iii. Parties hereto agree to defend, indemnify and hold harmless other party's directors, officers, employees and agents (each referred to as an Indemnified Party) from and against any and all third-party claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs and expenses, including reasonable attorneys' fees (collectively referred to as Losses), so long as these Losses (or actions regarding the Losses) are based on, arise out of, or are related to:
 1. breach of any of its representations, warranties or covenants in this Agreement;
 2. any act or omission by either party that constitutes fraud, bad faith, gross negligence or willful misconduct; or
 3. any injury or damage caused by either party to employees or property of other party during the performance of their obligations under this Agreement.
- iv. The indemnified party agrees to promptly notify the indemnifying party of any identifiable claim. However, if the indemnified party fails to promptly notify the indemnifying party, it will not relieve the indemnifying party of its indemnification obligations under this Agreement unless the indemnifying party has been materially damaged by the delay. The indemnifying party will also be provided with an opportunity to defend or negotiate a settlement of any claim and agrees to cooperate to the extent reasonable with the indemnifying party, at the indemnified party's expense, in defending or settling the claim. The indemnified party reserves the right, at its own expense, to participate in the defense of any matter subject to indemnification by the indemnified party.

- v. Settlement – Without the indemnified party's written consent, the indemnifying party agrees not to settle any claim if the settlement (i) contains a stipulation to or admission or acknowledgement of, any liability or wrongdoing on the part of the indemnified party; (ii) involves the incurrence of any costs or expenses on the part of the indemnified party; or (iii) imposes any obligation upon the indemnified party.

PART -III
(RESPONSIBILITIES OF THE All India Institute of Ayurveda)

2. Responsibilities of First Party

All India Institute of Ayurveda ;

- a. Shall designate a Project Manager who will take the responsibility of coordinating All India Institute of Ayurveda 's all activities related to this project and will act as the main interface between All India Institute of Ayurveda and ORGANIZATION NAME.
- b. Shall provide, as it may, to ORGANIZATION NAME with such information, necessary to discharge its obligations as defined herein.
- c. Shall facilitate Approval and Acceptance through Acceptance Test Plan of each All India Institute of Ayurveda PROJECT 's modules within stipulated time period.
- d. Shall provide test data for feeding & testing of the Application Software/Application within stipulated time for UAT.
- e. Shall provide data for creation of Master Data.
- f. Shall facilitate to carry out check listing of all records of All India Institute of Ayurveda with the help of ORGANIZATION NAME.
- g. Shall facilitate to provide specific and detailed information concerning the All India Institute of Ayurveda workflow, procedures and transaction volumes as they relate to use of the project.
- h. Shall provide all information and access to ORGANIZATION NAME's personnel needed to complete the project on priority basis including in time response and availability of various AIIA stakeholders.
- i. Shall take every necessary initiative and fulfil essential formalities SRS document, on either immediately after formal approval of before the development formally takes off.
- j. Any other assistance/facilities as may be mutually agreed and is required by ORGANIZATION NAME for performing its job under this agreement.
- k. Any other responsibility as enumerated in this agreement.

PART - IV
RESPONSIBILITIES OF ORGANIZATION NAME

3. Responsibilities of Second Party

ORGANIZATION NAME;

- a. Shall designate in writing one individual to serve as its project manager/coordinator and an alternate, in connection with the implementation of this agreement, who will be heading the project team and discharge all the responsibilities on behalf of ORGANIZATION NAME., Such individual(s) should have adequate authority to ensure smooth execution of the contract.
- b. Shall study the working system and operations of All India Institute of Ayurveda as part of SRS study with related AIIA stakeholders.
- c. Shall analyses the information collected during the study and generate SRS and submit to All India Institute of Ayurveda for approval.
- d. Shall design, build and develop the development part of the Project as per final SRS and assist in User Acceptance Testing of the PROJECT modules.
- e. Shall provide written guidelines and formats for preparing test data to All India Institute of Ayurveda for PROJECT.
- f. Shall conduct a test run with the test data (after completion of test data entry by All India Institute of Ayurveda) to the satisfaction of All India Institute of Ayurveda to check that the data entered can be loaded and run onto the customized system.
- g. Shall not, without the All India Institute of Ayurveda 's prior written consent, disclose any specification, plan, drawing, pattern, sample, data or information furnished by or on behalf of AIIA in connection therewith to any person other than a person employed by the ORGANIZATION NAME in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only when it is necessary for the purposes of such performance.
- h. Shall not without the All India Institute of Ayurveda 's prior written consent; make use of any document or information. Any document other than the contract itself shall remain the property of the AIIA and shall be returned (in all copies) to the AIIA on completion of the ORGANIZATION NAME's performance under the contract, if so required by the AIIA.
- i. Any other responsibility as enumerated in this agreement.

The Parties hereby approve the services and rates listed hereto and agree to respect and uphold the full terms of this Agreement. Provide your acceptance by signing below:

Signed for and on behalf of All India Institute of Ayurveda Delhi (Customer)	Signed on behalf of ORGANIZATION NAME (Service provider)
Signatures:	Signatures:
Name: Prof. Tanuja Manoj Nesari Designation: Director Address: AIIA, Gautampuri, Sarita Vihar, Mathura Road, New Delhi: -110076	Name: Designation: Address:

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