

FALL INDIA INSTITUTE OF MEDICAL SCIENCES BILASPUR

HIMACHAL PRADESH-174037

(An Autonomous Institute of Ministry of Health & Family Welfare, Govt. of India)

NOTICE INVITING TENDER

**HIRING OF NICSI EMPANELLED AGENCY FOR DESIGNING,
DEVELOPMENT, HOSTING AND MAINTENANCE OF NEW WEBSITE FROM
NICSI EMPANELLED AGENCIES ON MILESTONE BASIS IN GeM
PORTAL (LIST OF NICSI EMPANELLED AGENCY IN ANNEXURE-L)**

Email: - storeofficer@aiimsbilaspur.edu.in

Contact No. 01978-292575

website: - www.aiimsbilaspur.edu.in

For processing convenience, a duly signed, stamped **HARD COPY of Technical Bid after page numbering with Index (check List-Annexure M)** & all necessary supporting documents including brochures/technical literature etc. should be sent through post. For the purpose of evaluation, **BID SUBMITTED ONLINE (on GeM) ONLY WILL BE CONSIDERED.**

Please note that receipt of Hard Copy of the bid at our end will not be proof of having submitted the bid and hard copy will not be considered, if online bid is not submitted or found faulty for any technical reasons of the GeM Portal.

In case of any variation in the hard copy of bid and the online bid data/details/specifications, only online data/details/specifications will be considered.

The 'hard copy' of technical bid along with EMD instrument shall be placed in one sealed envelope super-scribed "Proposal with Tender Fees, EMD/Exempted (Tick on Appropriate) for Hiring of NICSI Empanelled agency for Designing , Developing , Hosting and Maintenance of New Website from NICS I Empanelled Agencies in All India Institute of Medical Sciences, Bilaspur H.P." to be sent to following address:

F.I. Procurement

Procurement Section , 3 rd Floor, Admin Block

AIIMS Bilaspur, HP 174037

About the Institute: -

All India Institute of Medical Sciences, Bilaspur is being established under the Pradhan Mantri Swasthya Suraksha Yojna (PMSSY) of Govt. of India. AIIMS Bilaspur (Himachal Pradesh), was approved under Phase-V of the Pradhan Mantri Swasthya Suraksha Yojana (PMSSY), by the Union Cabinet on December 04, 2019. The Institute is to be established over a span of about 247-acre (99.96 hectare) land on National Highway- 205 (Shimla-Kangra), in the village Kothipura of District Bilaspur, Himachal Pradesh. AIIMS-Bilaspur intends to develop patterns of teaching in undergraduate and postgraduate medical education in all its branches so as to demonstrate a high standard of medical education to all medical colleges and other allied institutions in India. The Hon'ble Prime Minister of India, Shri Narendra Modi laid the foundation stone of AIIMS, Bilaspur on 03, October, 2017. The project is being developed in 3 phases. Presently development is taking place in phase- I wherein, AIIMS Bilaspur is proposed to be a 750 bedded hospital equipped with all modern facilities. To further enhance healthcare delivery, AIIMS Bilaspur is likely to widen the spectrum of services through the expansion of various super-specialty Institutes in subsequent phases to provide affordable and reliable tertiary level healthcare in the Himachal Pradesh, and adjoining states of Punjab and Haryana. AIIMS Bilaspur has already started its first academic session from January 12, 2021.

In this regard, there is dire need of Redesign/ Design, Development and Maintenance of the official website of the Institute. A website should provide the latest information for both the interface i.e., Patients and Staff. AIIMS Bilaspur intends to outsource this service to an experienced and professional service provider who possesses the eligibility criteria conforming to the terms and conditions set out in this tender document. The detail is enumerated in subsequent chapters/pages/paragraphs of this tender document.

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ALL INDIA INSTITUTE OF MEDICAL SCIENCES BILASPUR

HIMACHAL PRADESH-174037

(An Autonomous Institute of Ministry of Health & Family Welfare, Govt. of India)

NOTICE INVITING TENDER

AIIMS Bilaspur invites e-procurement tender on GeM Portal under two bid systems i.e., technical bid and financial bid from a highly reputed/well established and professional website developer empanelled with NCSI and having capability of providing website developer personnel as mentioned in tender document. The agency shall provide website developers round the clock for maintenance of the website at AIIMS Bilaspur as per requirement of the Institute including Cyber Security, and other website related Services including, Manpower etc.

Dated: -

Deputy Director (Administration)
AIIMS Bilaspur H.P.

CHAPTER-I
PROPOSAL DATA SHEET

S. No.	Particulars	Details
1.	Proposal Submission Mode & Place	Bidders are required to submit their technical bid and financial bid to AIIMS Bilaspur in 2 separate sealed envelopes marked technical bid and financial bid.
2.	Period of Contract	Initially for a period of one year from date of award of tender which can be further extended annually for a maximum of five years on the satisfactory performance from date of signing the contract on mutual consent basis and existing term and conditions.
3.	Mobilization Period	All India Institute of Medical Sciences, Bilaspur will allow 15-days' time from the date of signing of contract for mobilization of resources to start the Services.
4.	Earnest Money Deposit (EMD)	5,00,000/- (Rupees Five Lakhs Only) in the form of Demand Draft or Fixed Deposit Receipt.
5.	Note: Interested Applicants are requested to visit All India Institute of Medical Sciences, Bilaspur at Kothipura-174037 with prior appointment/permission from the authorized officer, to understand the work requirement before submitting the proposal. Any correspondence with respect to any clarification, should be addressed to the Authorized Officer.	

Deputy Director (Administration),
AIIMS Bilaspur, Himachal Pradesh -
174037

CHAPTER-II DEFINITIONS

Unless otherwise specified, the following definitions shall apply to the terms used in this Notice Inviting Tender (NIT): -

1. **"Notice inviting tender (NIT)"** is a tender prepared by the All India Institute of Medical Sciences Bilaspur, Himachal Pradesh to select a service provider for Redesign, Development, Maintenance and Hosting of Website of AIIMS Bilaspur, H.P. including maintenance support at 365*24*7.
2. **"NIT Process"** means the entire selection process from the issue of Notice Inviting Tender to the signing of contract in response to NIT.
3. **"All India Institute of Medical Sciences Bilaspur, H.P."** may be also referred to as "the Institute" in this NIT and is represented by the Executive Director of AIIMS Bilaspur, Himachal Pradesh.
4. **"Contract/ Agreement / Contract Agreement / Master Services Agreement"** means the Agreement to be signed between the successful applicant and the Institute, including all attachments, appendices, documents incorporated by reference thereto together with any subsequent modifications, to this NIT, the acceptance and all related correspondence, clarifications and presentations.
5. **"Applicant"** means the NICS empanelled vendor who will be offering the manpower(s)/ professional(s), service(s) as required in the NIT. The word applicant when used in the pre- award period shall be synonymous with parties submitting proposals against this NIT, and when used after the award of the Contract shall mean the successful party with whom the Institute signs the agreement as per the 'Terms & Conditions' and 'Scope of Work' as stipulated in this NIT.
6. **"Proposal"** means the application made by the applicant along with all the necessary documents.
7. **"SP or Service Provider"** means the applicant who has been selected to execute the given scope of work under this NIT.
8. **"LOI"** means the letter of intent issued by the Institute to the applicant who has been selected as 'Service Provider' towards award of contract.
9. **"The Authorized Person/ Signatory"** means an approved or assigned person on the behalf of the service provider.

Disclaimer:

1. In case of any conflict between the provisions stipulated in this NIT and the prevailing laws, the provisions contained in the extant law and the original instructions (such as General Financial Rules 2017) shall prevail.
2. In the event conflicting conditions are found in any of the documents forming part of this NIT/ Contract, the All-India Institute of Medical Sciences Bilaspur, H.P. shall clarify the intended condition and the same shall prevail.

Date:

Place:

Read and accepted

*Signature and Stamp of Applicant
or Authorized Signatory*

CHAPTER – III
INVITATION OF PROPOSALS

1. The All-India Institute of Medical Sciences Bilaspur, H.P. invites proposals to select service provider, fulfilling the prescribed minimum eligibility criteria, for Design, Development, Maintenance and Hosting of Website for the Institute.
2. The prospective bidder must be empanelled with NICSI as manpower empanelment for application and Website Development vendor for the current FY.
3. Bidders shall ensure that their technical Bid with EMD(s), complete in all respects, are submitted to AIIMS Bilaspur by Hand or Speed Post before the last date of submission.
4. The bid documents (Technical bid, copy of Earnest Money Deposit (EMD) and Financial bid) to be submitted on GeM and also print out of technical bid with original EMD to be submitted physically or by post to AIIMS Bilaspur before the end date of Bid Submission.
5. The bidders have to provide only required information (Part-1 Technical and Part-2 Financial). The technical bid shall be opened on the GeM portal in the presence of TOEC (Services) in the Administrative Block of AIIMS Bilaspur, H.P. The Institute reserves the right to reject any or all the tenders without assigning any reasons, thereof.
6. Interested bidders may submit their quotation as per the tender document published. Bidders are requested to follow the instructions carefully as per the tender document and the instructions given in the above said website. Any corrigendum/addendum regarding this tender will be available on the GeM portal and Institute website only.
The bidder has to submit Earnest Money Deposit (EMD) of ₹ 5,00,000/- (Rupees Five Lakh Only) in the form of a Demand Draft/Fixed Deposit receipt from any of the Nationalized/Commercial banks drawn in favour of "Executive Director, AIIMS Bilaspur, H.P." payable at Bilaspur, H.P. and it has to be submitted with Technical Bid to this office towards EMD, failing which the bid will be rejected. Bidders MUST write their name and full address at the back of the Demand Draft/ FDR.
7. The duly filled in tender documents shall not be accepted if they are not accompanied by the requisite bid security (EMD).
8. The payment towards the EMD should bear the date after the date of publication of tender and before the end date of bid submission.
9. A duly constituted TOEC (Services) will evaluate the financial bids and will select a successful applicant for awarding the contract as per selection/ evaluation criteria prescribed in this behalf.

10. After determining the successful applicant (L-1), the Institute shall issue Contact order on the GeM portal.
11. The successful applicant, after receiving the Contract Order shall deposit Performance Bank Guarantee @ 5% of the awarded value of the tender in this shape of FDR in favour of Executive Director, AIIMS Bilaspur, H.P. payable at Bilaspur, H.P. enter into an agreement with the Institute, which will be governed by the terms and conditions & scope of work given in the NIT, within **15** days of acceptance of Contract . Failure to sign the agreement by the stipulated date shall automatically result in cancellation of the Contract Order and forfeiture of EMD/ security deposit.
12. The successful applicant, after entering into the agreement with the Institute, shall start rendering the services within 15 working days of signing the contract. Failure to start the services within the stipulated time shall automatically result in cancellation of the agreement and contract award and forfeiture of EMD/ security deposit unless otherwise decided by the institute.

The All-India Institute of Medical Sciences, Bilaspur H.P. reserves the right to accept or reject any proposal, and to annul the tender process at any time, without incurring any liability to the affected Applicant(s).

Date:

Place:

Read and accepted

*Signature and Stamp of Applicant
or Authorized Signatory*

CHAPTER-IV
ELIGIBILITY CRITERIA

Proposals not complying with the 'Eligibility criteria' and/or not accompanying the required documents in prescribed form and manner are liable to be rejected and will not be considered for further evaluation. The proposal should adhere to the following minimum eligibility criteria:.

1. The service provider should be empanelled with NICSI for Application & Website development as on date (List of empanelled vendors is attached in Annexure-L downloaded from NICSI website) .
2. The service provider should be in the field of website development, redesign/ design and implementation.
3. Service Providers should have a minimum average annual turnover of Rs 1.5 crore exclusively from website design, development, maintenance and also from Indian Operations only during the last 3 financial years (FY 2021-22, 2022-23 & 2023-24). A Declaration (Annexure-E) should be submitted by the bidder.
4. Company should have a positive net-worth for the last 3 financial years(FY 2021-21 to 2023-24). Audited Profit and Loss Statement should be attached along with Income Tax return to be Submitted in Technical Bid.
5. The Service Provider should not be under a declaration of ineligibility for corrupt and fraudulent practices nor should have been blacklisted by any Govt. or Govt. undertaking organization at the time of submission of the bid.
6. Empanelled agencies should be registered under the GST Act.
7. The service provider should have more than 100 software professionals on its payroll in the month of March 2024. Copy of EPF/ESIC monthly return to be submitted.
8. **Work Experience Parameters**
 - a. The bidder should have prior experience as a NICSI vendor in terms of 2 years to provide Website Development, maintenance and hosting in State Govt, Central Govt. , Autonomous Bodies, PSU, preferably an Institute of National Importance such as AIIMS, PGIMER, JIPMER. Details of Previous Contracts in Annexure-B to be submitted.
 - b. The bidder should have satisfactorily provided or is providing at least 2 projects of. Development , maintenance and hosting Website or Large Web portal in compliance of GIGW with minimum value of Rs 25 Lakh (each project) in preceding 3 financial years (FY 2021-22 to 2023-24) for State/ Central Government/ PSUs / Autonomous

Bodies. Performance certificate(Annexure-C) to be submitted with technical bid after duly signed by users.

- c. As and when required, AIIMS Bilaspur can add other modules and Service Provider has to provide the solution for the same to AIIMS Bilaspur;
- d. Excellent I.T. skills and Project Management skills;
- e. Ability to juggle priorities and deadlines and perform well under pressure;
- f. Ability to respond quickly to the maintenance requirement in the post commissioning phase;
- g. Awareness on the latest smart technologies for website development;
- h. Ability to regularly maintain, update the developed website as and when required by AIIMS-Bilaspur;

If any changes are required in the post commissioning phase, then the bidder needs to provide the same.

9. Earnest Money Deposit:

- a. The applicant is required to submit Earnest Money Deposit (EMD) of ₹ 5,00,000/- (In words Rupees five Lakh only) in the form of DD/ FDR drawn in favour of **Executive Director, AIIMS Bilaspur, H.P.** payable at Bilaspur, H.P. along with his proposal. EMD submitted by any other mode will be rejected.
- b. The EMD is to remain valid for a period of 45 days beyond the proposal validity period (Proposal validity period is 180 days from the opening date of the proposal). In case the Tender Process takes longer than 45 days beyond the proposal validity period, the successful Applicant will submit a fresh EMD of ₹ 5,00,000/- (In words Rupees Five Lakh only) before the expiry of the earlier instrument through which the EMD was furnished.
- c. Applicants exempted from the submission of EMD, etc. as per Govt. of India (GoI) directives must submit certified copy of GoI's authority for such exemption in lieu of EMD, along with his proposal documents. Non- submission of Exemption Certificate will lead to disqualification of the proposal.
- d. EMD of unsuccessful Applicants will be returned to him within 30 days of the completion of tender process and award of the contract. However, no interest shall be paid on the EMD by the Institute.
- e. EMD of an Applicant will be forfeited, if the Applicant withdraws or amends its proposal or impairs or derogates from the proposal in any respect within the period of validity of its proposal i.e., 180 days from the opening date of the proposal.

f. EMD of the successful applicant shall be liable to be forfeited if he does not fulfill any of the following conditions:

- i. An agreement is not signed within 15 days of the receipt of the Letter of Intent.
- ii. The Successful Applicant does not commence services within fifteen days of the award of contract.

10. Performance Bank Guarantee (applicable only to successful Applicant):

- i. The successful Applicant shall be required to furnish Bank Guarantee through a public-sector bank or a private sector bank authorized to conduct government business at the rate of 5 percent of the awarded amount towards Performance Security within 15 days of receipt of LOI. The Performance Bank Guarantee will be valid up-to 60 days beyond the completion date of the contract.
- ii. After submission of bank guarantee, the EMD shall be returned to the successful Applicant.
- iii. The Performance Bank Guarantee will be encashed to the extent of any financial liabilities, which the Service Provider owes to All India Institute of Medical Sciences, Bilaspur, H.P. for violation of any terms and conditions of the contract. If the financial liabilities are more than the Performance Bank Guarantee, the Service Provider will be legally bound to pay the balance liability within 15 days with 10% interest, from the date of issuance of notice of demand by the Institute.
- iv. Failure to adhere to the period of commencement of services shall lead to the forfeiture of the Performance Guarantee. However, on a request made by the Service Provider, the date of commencement of services may be extended at the discretion of the Institute.

11. The Applicant should not have violated any provisions under any law of the Central/ State Government applicable to him or convicted under any laws of State relating to running of IT services.

If the Applicant does not meet any of the above requirements, his proposal will be rejected summarily.

No request shall be entertained for reconsideration.

Date:

Place:

Read and accepted

Signature and Stamp of Applicant

or Authorized Signatory

CHAPTER-V
INSTRUCTIONS TO APPLICANTS

1. Instructions for Bid Submission:

The bidders must carefully follow the instructions:

- a. Instructions to the Bidders to submit the bids online through the GeM are at <https://gem.gov.in/>

The bidders must carefully follow the instructions:

- (i) Bidders need to login the site through their user ID/password chosen during enrolment/registration.
- (ii) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/Annexures for the tenders he/she is interested in.
- (iii) After downloading/getting the tender document/annexures/appendices, the Bidder should go through them carefully and then submit the documents as instructed, otherwise the bid will be rejected.
- (iv) If there are any clarifications, this may be obtained online through GeM, or through the contact details. Bidders should take into account the corrigendum/Addendum published, if any, before submitting the bids online.
- (v) It is construed that the bidder has read and agreed all the terms and conditions before submitting their offer. Bidders should go through the tender Annexure and appendices carefully and upload the documents as called for; otherwise, the bid will be rejected.
- (vi) Bidders will need to comply with the formats required for submission.
- (vii) Bidders should take into account the corrigendum/ addendum published from time to time before submitting the online bids.
- (viii) Bidders should submit the Tender Fee/EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the same should be uploaded as part of the offer. While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- (ix) The Bidder has to select the payment options offline to pay the EMD as applicable and enter details of the instruments.
- (x) The details of the Instrument / DD physically sent, should tally with the details available in the scanned copy and the data entered during the time of bid submission. Otherwise the submitted bid will not be acceptable.
- (xi) The Bidder has to upload the required bid documents as indicated. Bidders to note that the very act of uploading their offers shall be deemed to be confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- (xii) The bidder has to upload the relevant files required as indicated. In case of any irrelevant files, the bid will be rejected.
- (xiii) The bidders are requested to submit the bids through the GeM to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock).

The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

(xxviii) Filling all the fields in both technical and financial bids is mandatory. Incomplete bids will summarily be rejected at the discretion of the Committee.

(xxix) For any queries regarding the e-tendering process, the bidders are requested to contact as provided in the tender document.

REQUIRED DOCUMENTS

The proposal submitted by the Applicant shall include the following documents:

1. Covering letter as per Form-A
2. Applicant's contact detail particulars as per Annexure-A.
3. Details of Previous Contracts as per Annexure-B, along with supporting copies of work orders issued by the concerned organization.
4. Details/ particulars of satisfaction grading given by concerned organization as per Annexure-C, along with self-certified copies of satisfactory Performance Certificate issued by the respective organization.
5. Details/particulars of Annual Turnover, as per Annexure-D.
6. Declaration as per Annexure-E to substantiate average annual turnover of ₹ 1.5 crore exclusively from website development services.
7. Income-tax Returns for the last 3 assessment years.
8. Balance Sheet and Profit & Loss account for the last 3 financial years.
9. True Certified Copies of License/registration certificates as specified in Eligibility Criteria Chapter (Chapter-IV) above.
10. Copy of the empanelment letter from NICSI for the Current F.Y.
11. Earnest Money Deposit (EMD) of ₹ 5,00,000 (In words Five lac only) as specified to be furnished in the form of DD/ FDR drawn in favour of Executive Director, AIIMS Bilaspur, payable at Bilaspur, H.P.
12. Proforma of Integrity Pact, duly signed by the Applicant as per Annexure-F.
13. Proforma of Indemnity Bond, duly signed by the Applicant as per Annexure-G.
14. Undertaking by the Applicant in Annexure-H, as per Rule 151 of GFR 2017, that the Applicant has not been debarred due to conviction of an offence under the Prevention of Corruption Act, 1988; Information Technology Act 2000 or the Indian Penal Code/BNS or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract during the last 3 years. The Applicant or successor of the Applicant, if debarred under the Prevention of Corruption Act, 1988 or Information Technology Act 2000, shall also

declare that it would not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment.

15. The bidder has also to comply with the Information Technology, 2000 with all the compliances.
16. Declaration of compliance to NIT as per Annexure-I.
17. Letter of Authorization, in duplicate, for attending the opening of Proposal as per Annexure-J. One copy shall be submitted before opening of financial bid.
18. Check list, as per Annexure-M, along with the proposal, for all the documents, certificates etc. to be furnished for Proposal as per points 1(a) to 1(o) above.

OTHER PROCEDURAL REQUIREMENTS FOR SUBMISSIONS OF PROPOSAL DOCUMENTS

1. The Proposal document filed by the Applicant shall be in the printed/ typed form only.
2. The documents must be page numbered and a proper index of documents must be placed.
3. The Applicants should mark/ highlight all the relevant dates of validity of the certificates and corresponding page numbers should be mentioned explicitly in the checklist.
4. Each page of the proposal and documents uploaded with the proposal must be signed and stamped. The applicant shall sign its proposal with the exact name of the concerned to which the contract is to be awarded.
5. Each applicant shall submit only one proposal either by itself or as a partner in a joint venture or as a member of a consortium. If an applicant or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one proposal, the proposals are liable to be rejected.

CORRECTNESS & COMPLETENESS OF PROPOSAL DOCUMENTS

1. All entries in the uploaded proposal should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No corrections including overwriting, overtyping, erasing or striking out will be permitted in the Proposal. In such cases, the proposal shall be summarily rejected.

2. The Applicants are expected to examine all instructions, forms, terms & conditions, scope of work and specifications in the proposal document. Failure to furnish specified documents/ information/ non-compliance to any of the specified terms & conditions or submission of a proposal not substantially conforming to the proposal document in every respect will result in rejection of the proposal at eligibility criteria evaluation stage.
3. Incomplete, incorrect and conditional proposals will be summarily rejected.
4. Furnishing of any false information/ fabricated document, falsification of information in any form or any discrepancy in respect of the details/ information provided in the Proposal documents and/ or check list with that of documents enclosed in technical proposal would lead to rejection of the proposal at any stage besides liabilities towards prosecution/other penal action under appropriate laws.

REQUESTS FOR INFORMATION

1. Applicants are required to direct all communications related to NIT to the designated Contact person i.e., Deputy Director (Administration), AIIMS Bilaspur, H.P. -174037.
2. All queries relating to the Proposal, technical or otherwise, must be in writing only to the designated contact person. The Institute will not answer any communication initiated by Applicants after the pre-bid meeting.
3. If the Institute, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then the Institute reserves the right to communicate such response to all Applicants.

VALIDITY OF PROPOSALS

Proposals on GeM portal shall remain valid for 180 days after the date of proposal opening prescribed by the Institute.

NON-TRANSFERABILITY

The Proposal document/proposal is non-transferable. The Institute reserves the right to reject the proposal having deviations from the prescribed terms and conditions and also without assigning any reason thereof. The Institute also reserves the right to retain proposals once submitted. In case of any dispute, the decision of the Institute shall be final and binding.

Note: -

- a. Corrigendum, if any issued for the NIT shall from part of the NIT. Corrigendum will be posted on GeM Portal and AIIMS Bilaspur website; hence, applicants are requested to visit the GeM Portal and institute website regularly and note the corrigendum/ amendments to the NIT without fail and submit the offer accordingly. The institute is not responsible for ignorance of corrigendum.
- b. It must be noted that after the last date of receipt of NITs, no query will be entertained.

Date:

Read and accepted

Place:

*Signature and Stamp of Applicant
or Authorized Signatory*

CHAPTER-VI
TERMS & CONDITIONS

1. Debarment from NIT Process:

a. An Applicant shall be debarred if he has been found to be involved in any of the fraud & corrupt practices as below:

i. The Applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the NIT Process. Notwithstanding anything to the contrary contained herein, the Institute may reject a proposal without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the NIT Process.

ii. Without prejudice to the rights of the Institute under Clause 1(a)(i) above, if an Applicant is found by the Institute to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the NIT Process, such Applicant shall not be eligible to participate in any tender issued by the Institute during a period of 2 (two) years from the date.

iii. During the entire NIT process, the currency of contract or after completion/ termination of contract, if it comes to the notice of the Institute that the Applicant has engaged itself in any act of Fraud and/ or Corrupt Practices, the Institute after giving a reasonable opportunity of being heard, comes to the conclusion that an Applicant or prospective Applicant, was indulged itself in such practices, may take appropriate measures as per applicable laws.

iv. For the purposes of this clause, the following terms shall have the meaning hereinafter respectively assigned to them:

a. **“Corrupt practice” means**

(I) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or

(II) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOI/Contract Order or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOI or the Agreement,

- who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the Project;
- b. **"Fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - c. **"Coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person's participation or action in the Bidding Process;
 - d. **"Undesirable practice"** means (I) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (II) having a Conflict of Interest; and
 - e. **"Restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Applicant with the objective of restricting or manipulating a full and fair competition in the Bidding Process;
- v. An Applicant shall be debarred if he has been convicted of an offence
 - a. Under the Prevention of Corruption Act, 1988, Information Technology Act 2000 or
 - b. The Indian Penal Code or any other law for the time being in force for causing any loss of life or property or moral turpitude causing threat to public health as part of execution of the contract.
 - vi. An Applicant or any successor of the Applicant covered under clause 1(b) above shall not be eligible to participate in the proposal process of the Institute for a period not exceeding 02 years commencing from the date of debarment.
 - vii. The Institute may debar an Applicant or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding 2 years, if it determines that the Applicant has breached the code of integrity.

2. Indemnity

- a. The successful Applicant, within 10 working days of the award of the contract, shall further indemnify the Institute against any loss to the property and assets of the Institute which have been caused by negligence or unlawful activity of the workmen or personnel engaged by the Service Provider or other persons whose entry into the Institute's premises has been authorized by the Service Provider. Decision of the

Institute as to the cost of damages caused shall be final and shall be recovered from the Service Provider.

- b. The successful Applicant, within 10 working days of the award of the contract, shall also execute an irrevocable indemnity bond in an appropriate stamp paper, as per Annexure-G, in favour of The Institute that they would indemnify and keep the Institute indemnified and harmless against any claims, losses, expenses which the Institute may suffer or incur as a result of breach of contract. The Service Provider shall further agree that the indemnity herein contained shall remain in full force and effect during the currency of the contract and that it shall continue to be enforceable till all dues under or by virtue of the said contract have been fully paid and all claims are discharged or till the Institute is satisfied that the terms and conditions of the agreement have been fully and properly carried out by the Service Provider. The Service Provider also should undertake not to revoke this indemnity during its currency of contract.
- c. The Service Provider will be responsible for the conduct of all personnel deployed by it and will be legally liable for any harm or loss arising to any entity/ data whomsoever, in whatever form, from any misconduct or any act of negligence, omission or commission, whether intentional or otherwise, of the Service Provider and/or workmen/ personnel engaged by the Service Provider or other persons whose entry into the Institute's Premises has been authorized by the Service Provider in the course of providing any services stated in the contract, and will bear full responsibility and cost of the same.
- d. Without prejudice to the preceding term of contract, the Service Provider will be liable to reimburse the Institute of any cost, legal liability, penalty or fine imposed on the Institute by any authority, because of any misconduct or any act of omission or commission, whether intentional or otherwise, of the Service Provider or any of workmen or personnel engaged by the Service Provider or other persons whose entry into the Institute's Premises has been authorized by the Service Provider in the course of providing any services stated in this contract.
- e. The Institute shall not be responsible for any dispute /claim between service provider and his workers, workers and workers, workers and public /other persons and service provider with any other person.

- f. Any change in the constitution of the appointed Service Provider shall be notified forthwith by the Service Provider in writing to the Institute and such change shall not relieve any former member of the Service from any liability under the contract.
- g. The Service Provider should make himself fully acquainted with all the conditions and circumstances under which the services required under the contract will have to be provided and the terms, clauses and conditions, specifications and other details of the contract.

3. Tenure of the Contract:

The contract will be valid initially for a period of one year. Based on satisfactory performance of the services, the contract shall be extended annually with mutual consent to a maximum period of **Five years** from the date of signing the contract on the existing terms and conditions. However, in order to evaluate the performance and services of the Service Provider, the contract will have a probationary period of three months. The contract for the remaining period will be confirmed only if the services by the Service Provider are found satisfactory during the probationary period.

4. Termination of Contract

- a. In the event of the appointed Service Provider failing to fulfil or committing any breach of any of the terms and conditions of this contract or indulge in the acts of omission or commission as detailed in the terms & conditions and scope of work of the NIT, then without prejudice to the Institute's rights and remedies to which otherwise, the Institute, shall be entitled, the contract shall be terminated forthwith; the Performance Bank Guarantee will be encashed; the Service Provider will be blacklisted and the security services will be hired from any third party at the absolute discretion of the Institute without prejudice to any other action which may be taken by the Institute. The cost of such hiring together with all incidental charges or expenses may be recoverable from the Service Provider at the absolute discretion of the Institute. The acts of omission or commission may include inter-alia the following: -
 - i. If the Service Provider or its employees are found guilty of fraud and/or misrepresentation in respect of the contract or any other contract entered into by the Service Provider or any of his partners or representatives thereof with the Institute; or
 - ii. If the Service Provider becomes insolvent or applies for relief as insolvent debtor or commences any insolvency proceedings or makes any composition with its/their creditors or attempts to do so; or if

- iii. At any time during the pendency of the contract, it comes to the notice of the Institute that the Service Provider has misled it by giving false/incorrect insufficient information.
 - iv. In case, any documents/declaration furnished is found to be false at any stage, it would be deemed to be a breach of terms of contract and thereby, making the Service Provider liable for legal action, besides termination of contract and/or forfeiture of Performance Guarantee.
- b.** The Service Provider shall comply with all statutory liabilities and obligations of Central Government, State Government, Local Bodies Rules & Regulations. The Institute shall not be liable for any contravention/non-compliance on the part of the Service Provider. Any contravention/ non-compliance on the part of the Service Provider would be construed as a sufficient ground for termination of the contract at the discretion of the Institute. Notwithstanding, in the event of the Institute being imposed with any penalty/ fine etc., by any agency/authority due to the non-compliance/contravention on the part of the Service Provider to any statutory laws/rules/regulations etc., the Institute reserves the right to recover such fine/penalty etc., from the Service Provider.
- c.** If the performance of the website development provided by the Service Provider is not found satisfactory, the Institute shall have power to terminate the contract with three months' notice. Upon such termination, the Performance Guarantee of the Service Provider shall be forfeited.
- d.** The Institute may discontinue the contract at any point of time, without assigning any reason for the same, by giving 90 days' notice before the intended date of discontinuation and will not be liable to any charges or compensation payable to the Service Provider or any other person.
- e.** The Service Provider may discontinue the contract at any point of time, by giving a notice at least 90 days before the intended date for discontinuation. However, it will lead to forfeiture of the Performance Bank Guarantee deposited, in case of discontinuation without a notice or a notice less than 90 days prior to the intended date of discontinuation. The Institute will have the right to claim damages and recover them from the Service Provider, in addition to forfeiting the Performance Bank Guarantee of the Service Provider.
- f.** Subcontract not Permitted: The Service Provider shall not engage any sub- contractor or transfer, assign or pledge any of the work, service or other performance required of

the Service Provider under the contract to any other person or agency in any manner, except without the prior written consent of the Institute. In the event of the appointed Service Provider found to be engaged in unauthorized sub-contracting any work specified in this tender, the contract shall be liable to be terminated forthwith.

- g. On termination of the contract, the Service Provider will hand over all the equipment/furniture/articles etc., supplied by the Institute (Property of the Institute), in good working condition, back to the Institute.
- h. On termination of the contract, the Service Provider shall hand over all the backup data and the data hosted on the Website in a secure drive or shall migrate the data to the new server if required.

5. Confidentiality Clause

The service provider shall not, under any circumstances, share, distribute or disclose any of the documents provided by the Institute to any third party without the prior written consent of the Institute.

6. Defect Liability

The Defect liability period for the newly designed website is six (6) months from the date of commissioning of the website (Going LIVE). Applicants will be responsible for rectifying any defect in design and development of the website without any financial liability to the Institute.

7. Payment Terms

Payment of design , development & maintenance of Website will be paid -

Sr. No.	Scope of Work	Frequency of Payment	Payment Terms
1.	Design , Development and Maintenance for Six Months and Customisation of dual language (English & Hindi) website of AIIMS Bilaspur in compliance with the GIGW 3.0 and WCAG as per the scope of work	One time in two installments.	50% payment of Design , Development and Maintenance for Six Months etc. will be done after 3 months from the date of successful launching of the website subject to submission of requisite certificates including but not limited to GIGW-STQC audit, Cyber Security audit from CERT-IN vendor, SSL certificate and Certificate issued

			by MeITY to cloud server. Remaining 50% will be paid after completion of the defect liability period after deduction of the due amount.
2.	GIGW-STQC Audit & Website Quality Certificate	One time	Payment will be made after producing the Audit & Website Quality Certificate.
3	Maintenance & Customisation of dual language (English & Hindi) website of AIIMS Bilaspur including manpower	On Quarterly basis proportionately to rate quoted for One year.	Payment will be made quarterly (proportionately as per annual quoted rate) and the first quarter will start after completion of the Defect Liability Period.
4	Hosting of website of Secure Server	Annual Basis	First Payment will be made after launching the website successfully and subsequently payment will be made after completion of one year from the date of launching the website subject to satisfactory Performance.
5	Security Audit from CERT-IN Empanelled Vendor	Annual Basis	First payment will be made after producing the certificate of Security Audit from CERT-IN empanelled Vendor in first Year. First year will start from the date of Launching the website and subsequently payment will be made after completion of the one year subject to producing of the security audit Certificate for next year.
6	SSL Certificate	Annual Basis	First payment will be made after producing the SSL Certificate in the first Year. First year will start from the date of launching of the website and subsequently payment will be made after completion of one year and subject to producing the SSL Certificate

			for next year.
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- a. Website yearly maintenance cost will be paid after completion of the first quarter on quarterly basis after deduction of penalty, if any on presentation of invoice .First quarter will start after the completion of the defect liability period.
- b. The mode of payment in indigenous contracts will be made through the Electronic Fund Transfer (EFT) Scheme. The applicant must furnish the following information in the bid offer in order to facilitate payments through EFT. Presently,
 - i. Beneficiary Name.
 - ii. Bank Name & Account No.
 - iii. Beneficiary's Account No.
 - iv. Nine-digit MICR code:
 - v. Eleven-digit IFSC code
 - vi. Type of Account (Current A/c Cash credit Account)

1. Penalty Clause:

The penalty clause will be effective if the work of Design, Development and hosting of Website is not completed within the stipulated time period (within 3 months from the date of award of contract) . A penalty at the rate of 1.00% of the total cost of the Item will be levied if it is delayed by 15 days from the stipulated time. **Every additional delay attracts a penalty of 1% for every week.** . For delays beyond 30 days from the stipulated time, tender may also be liable to be cancelled/terminated without any financial liability to the Institute and forfeiture of Performance Guarantee unless otherwise decided by the institute.

Further, during the maintenance period, penalty will be imposed whenever a complaint is lodged regarding non-functional website of module, company shall attend and provide solution within 2 hours period of time, same shall be rectified within a period not exceeding 4 hours from the time of complaint/ malfunctioning failing which penalty as per the following details shall be imposed: -

- a. 4 hours to 8 hours- 0.5% of current invoice value of annual maintenance
- b. 8 hours to 12 hours- 2.5% of current invoice value of annual maintenance
- c. 12 hours to 18 hours- 5.0% of current invoice value of annual maintenance
- d. 18 hours to 24 hours- 10% of current invoice value of annual maintenance

- e. Beyond 24 hours- 10% (of current invoice value of annual maintenance) every additional 24 hours till rectified.

2. Force Majeure: -

- a. If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, law, riots, strikes (not by security agency employees and not within AIIMS campus which the security agency is obliged to prevent and control), tempest, acts of God etc. which may prevent either party to discharge the obligation, the affected party shall promptly notify the other party about the happening of such an event.
- b. Neither party shall be entitled to terminate the contract in respect of such performance of their obligations. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to, if any, or seven days, whichever is more; either party may at its option terminate the contract.

3. Dispute Resolution: -

- a. Any dispute and or difference arising out of or relating to this service contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Executive Director, AIIMS, Bilaspur.
- b. The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.
- c. The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of the service contract, neither party shall be entitled to suspend the work /service to which the dispute relates on account of the arbitration and payment to the service provider shall continue to be made in terms of the service contract. Arbitration proceedings will be held at Bilaspur only.

- 4. Jurisdiction of Court:** The courts of Bilaspur, Himachal Pradesh shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

5. The Institute reserves the right to withdraw/ relax any of the terms and conditions mentioned in the NIT so as to overcome any problem encountered at any stage.

Date:

Place:

Read and accepted
Signature and Stamp of Applicant
or Authorized Signatory

CHAPTER- VII

SCOPE OF WORK

AIIMS Bilaspur is one of the new AIIMS established by the Ministry of Health & Family Welfare, Government of India under the Pradhan Mantri Swasthya Suraksha Yojna (PMSSY). Its aim is to correct regional imbalances in quality tertiary level healthcare in the country and achieve self-sufficiency in graduate and postgraduate Medical Education. PMSSY plans to set up new AIIMS-like institutions in underserved areas of the country. These institutions are established by an Act of Parliament on the lines of the original All India Institute of Medical Sciences. AIIMS Bilaspur imparts both undergraduate and postgraduate medical education in all its branches and related fields, along with nursing and paramedical training, bringing together educational facilities of the highest order for the training of personnel in all branches.

I. Objective & Scope of the requirement

I. Objective

Careful planning and designing of the healthcare institute's website according to the needs of primary users is crucial to ensure a website that satisfies both the visitors/patients and the faculty/staff's needs, while achieving the institutional objectives. This approach provides a framework for visualizing the organizational and environmental factors that impact a system. AIIMS Bilaspur is a rapidly growing healthcare institution in the country, and to make it more structured, progressive, and vibrant, the management is initiating for redesigning its website. This redesign will provide transparent and professional services for both users.

II. Scope of the work

The scope of work for the selected bidder during the period of contract/ engagement shall include: -

- Design, development, hosting, maintenance and customization of dual language (English & Hindi) website of AIIMS Bilaspur in compliance with the Guidelines for Indian Government Websites (GIGW) 3.0 and Web Content Accessibility Guidelines (WCAG) by World Wide Web Consortium (W3C).
- Design of new webpage, adding items in menu if required
- Customization of website pages and databases
- Data migration from old system, if required;
- Date migration to new server at the end of the contract, if required;

- Go-Live of Software Solution;
- Training of institute technical manpower
- Implementation of security features and regular security audit by a CERT-IN empanelled agency
- Procurement and implementation of SSL Certificate for the period of contract
- Hosting space of at least 200 GB for website hosting and scheduled backups
- Cloud server should be MeITY certified/empaneled with promised SLAs as per MeITY guidelines.
- Keeping the scheduled backup of website on daily basis at some other secure hosting space, within the storage space described above at predetermined time
- Provision of incremental backup
- Measures for data recovery if required.
- Bandwidth: 1 TB/ Month
- Prevention from hacking
- Keeping audit log of any of the activity at website portal and database

III. Design and development of AIIMS Website with following features

- a. **Web technology upgradation** - The website will be designed using latest & best suited technology and the CMS (Content Management System) will be designed as an integrated application. The CMS will have all the facilities to manage (view, edit, delete, publish) content of the website. User will have the facility to create a page, menu and add content including text, files, document, picture etc.
- b. **Complete website look & feel change with highly responsive web pages** – The website should be designed in such a way that it could be able to support the entire basic platform. The website will be designed to accommodate any devices like desktop, laptop, tablet and mobile. The website must support the latest versions of major browsers like Microsoft Edge, Google Chrome, Mozilla Firefox, Safari, Opera.
- c. **Dynamic user and role management system** - CMS will have inbuilt facility to create multiple numbers of users to manipulate with content of the website with access rights under various roles like administrator, contributor, etc. User shall be authenticated via simple user name and password. The rights of assigning the role shall be with the webmaster.




- d. **Banner management and Advertisements** - Website will have the banner images both in landing page (Home page) and internal pages. The CMS should provide dynamic features for uploading a banner image to promote schemes of different Ministries of GoI and its programs. The user could be able to link a particular banner image with the pages. Flashy images would be uploaded under the banner section which would provide a more attractive look and feel to the website. The section should also support JPEG, PNG, TIFF, GIF or flash files.
- e. **Related links** - Links to other government website and web applications should be provided like MoHFW, PMSSY, other medical institute's website etc.
- f. **Notices and Circulars** - All notices and circulars originating from AIIMS Bilaspur should be listed here. The notices and circulars should be categorized by category, order no., title and date. All notices and circulars should have a validity date and after period of validity, it would be automatically moved to archives section.
- g. **Forms and Downloads** - All forms originating from AIIMS Bilaspur should be listed under various categories under Forms and downloads sections. The forms can be designed (dynamic) or uploaded as PDF file (static). For each file, brief description along with size of file should be mentioned. Dynamic forms shall be directed to email of the concerned section which shall be provided with each dynamic form.
- h. **Image & video management** - CMS will have the facility to create category for video and images and uploading as many numbers of videos or images under a particular category. Media (image or video) management is to manage media files like images, videos, gif etc. CMS will facilitate drag and drop option to upload media into the uploader to add it to the portal. Add alt text, captions, and titles, and insert images and galleries into content along with editing tool such as rotate, crop, resize etc. The website can be linked to third party AV compression applications for optimal use of the webspace and bandwidth.
- i. **HMIS Integration** - Website should integrate with HMIS of the AIIMS Bilaspur for patients to book appointments, view and download OPD Prescription Slips/visit summary, Lab Reports, Discharge summary etc.
Website should also display daily HMIS statistics such as OPD registration etc on the website.
- j. **e-Office integration** - Website should have a separate DNS for accessing the e-Office
- k. **Social Media Portal and Integration like Facebook, X and Youtube** - There should be social media portal for the assigned section to upload the latest events of the

Institute on the social sites. Social media integration like you tube & twitter, face book etc. Social media integration is the syncing of all social media profiles (Face book, Twitter, Other sites) on various social media platforms and aligning their functionality with other government web portal. Social media platforms need to be identified that are right for popularity. Once identified and integrated it can have a positive effect on building traffic for the website. Simple things like installing sharing tools will allow a visitor to share what they're reading with others via social networking. This helps spread the portal information over the web. The website should display latest posts on social media handles of the website.

- l. **Procurement Portal** – There should be a separate portal for the procurement section to upload the tenders and any other documents related to bid/ tenders etc. The visitors to the site should be able to view the Tenders/EOI/NIQs pertaining to the procurement of the Institute under separate subtabs. The tenders/EOI/NIQs would be listed category-wise, title/ details, issue date, expiry-wise etc. There should be separate column for adding additional documents such as corrigendum, outcomes etc. On expiry of the last date of submission the tender should be moved to archives section of Tender. Also cancelled tenders should be listed under cancelled tenders, section under Tenders.
- m. **Recruitment Portal** - There should be separate portal for the recruitment section to upload the advertisements and any other documents related to recruitment. The visitor to the side should be able to view the advertisements under separate subtabs such as Faculty, Research Assistant etc. Each advertisement should have its own link to be shared with PMSSY portal. There should be provision for uploading additional documents such as corrigendum, eligibility lists, results etc with date. The recruitment should be integrated with the software/module of the institute.
- n. **Payment gateway integration** - Payment gateway of any nationalized bank will be integrated for different purposes like payment of registration fees by the candidates, donation payment by donors, admission fees, course fees, tender fees etc. Online payment facility includes payments through Credit Card, Debit Card, Net banking, Wallets, UPI, QR Code etc.
- o. **Archives:** The website shall have an archive section wherein all the uploads will be stored after period of expiry. The files shall be categorized based on the section of webpage from where the file was shifted and sorted date wise in descending order. The files stored in archive shall also be included in the website search as a separate

search result. The archiving of files should be automated based on the date of expiry or validity of the document.

p. **Library:** Library section of the Institute should integrate with Library Management Software through external link.

q. **Intranet Login provision for**

Students/ Parents- The web portal will have the students as well as parents' login. The student can login into the system and view various related information like academic calendar, classes schedule, announcements, notices, Exams & Results etc.

Employee Login: - The portal will also have the login facility for the employee with various required features. The staff individually can login into the system and view information like Announcements, Notices, Important alerts. It will also have the facility to download payment slip, PF Card, Attendance management, leave module etc. In case of employee is faculty, there should be a module that has a facility schedule or reschedule his/her own class.

r. **Full Text Search:** - Provision of Full text search in the website for all the content. On entering any keyword, the system must be able to search in all links, sub-links and sub sub-links and should provide links where that word is present. On clicking the links, the content should be displayed. There should be an option for advance search for files using file type, date range and keyword etc.

s. **Visitors count:** It will display the number of visitors of the website. A web counter should be provided in the website to view the visitors' statistics. The web counter should be very specific with the visitors of the website with auto reorganization of users.

t. **Authority Structure:** There should be a three tier authority structure to upload/modify/publish/ any type of documents on the Institute's website. The three-tier system contain the level and responsibilities such as: -

- i. **Employee:** - S/he is responsible for the authenticity of the information in the documents to be uploaded on the website.
- ii. **HoDs/ Head/ Faculty I/c:** - S/he is responsible for the modification, upload, and approval of the documents which are sent by the employee.
- iii. **Webmaster:** - S/he is responsible to modify, upload, approve and publish the documents on the website.

In this respect, there should be a notifications bar in the profile log in for the following to check the current updates of the documents which needs to be uploaded on the website.

The service provider shall not upload any content on the website without the approval of the competent authority.

The service provider shall not upload any content which is obscene, illegal, spreading hatred or hurts religious sentiments or against the interest of the state or nation.

- u. **Manpower Deployment:** There should be a manpower posted at AIIMS Bilaspur for routine uploading, maintenance and minor modifications of the website as and when required during the period of the contract and which can be renewed on yearly basis. The basic qualifications and remuneration of the manpower posted shall be as per the NICSI hiring policy of manpower with 2-4 years of relevant experience.
- v. The service provider should be proficient in programming languages, tools and frameworks i.e., C++, Java- J2EE, JQuery/ JavaScrip, MySQL, PHP, HTML5/ CSS, JS, Python, VB.NET, .NET Framework and .NET, SQL Server and other important languages.
- w. The service provider should be proficient in API Integration Expert, Payment Gateway Integration, Digital Signature Integration etc.

IV. Time Deadline for Design , Development and hosting of Website :The successful applicant, after entering into the agreement with the Institute, shall start rendering the services within 15 working days of signing the contract. The vendor shall complete the work of Design, Development and hosting of Website within 3 months from the award of the contract. Failure to start the services within the stipulated time shall automatically result in cancellation of the agreement and contract award and forfeiture of EMD/ security deposit/ Performance Guarantee unless otherwise decided by the institute.



CHAPTER -VIII

PROPOSAL EVALUATION

Evaluation of Technical Proposals

In the first stage ,the Technical Proposal will be evaluated on the basis of eligibility criteria only to qualify for further consideration.

Step-1: The Tender Committee will evaluate the Proposal based on the Compliance of prescribed 'Eligibility Criteria' and supporting details/documents for required licenses/certificates. Failure to furnish requisite documents as per eligibility criteria and EMD along with proposal will result in proposal getting rejected.

a. Evaluation of Financial Proposal

In the second stage, the financial evaluation will be the financial rate quoted by the bidder for **5 years** of all components. The financial rate should be quoted either in whole number or in decimal number with maximum two digits after the decimal point. The bidder of Lowest value will be awarded the contract. In case the same value is quoted by the bidders, it will be decided as per the Government e-Marketplace Online system. The Designated Committee Of the AIIMS Bilaspur, Himachal Pradesh will determine whether the Financial Proposals are complete, qualified, and unconditional. The firm offering lowest Financial Proposal shall be invited for negotiations (if required).

The value of all services for **5 years** should be quoted in the Financial Rate window in GeM Portal and pdf of ANNEXURE-K (Financial Bid Format) to be submitted in

financial bid only. **Submission of the same with Technical bid may lead to rejection of bid.**

Important Note

i. Financial bids of technically qualified bidders will alone be considered for financial evaluation

ii. Subject to satisfaction of all terms and conditions of this tender, the bidder quoting the lowest value shall be awarded the contract. If more than one bidder quotes the lowest rate, as per guidelines in GeM portal, the buyer shall have two options for placement of contract.

1. Placement of Algorithm /Random selection runs by GeM system (or)

2. Placement of contract on anyone of the L-1 bidders based on any criteria as deemed fit by the Buyer with appropriate internal approvals.

In case of financial tie,the following Tie-breaker method will be adopted for evaluation for above mentioned option No. 2:

In case of financial bid tie: - Agency with maximum number of deployed employees in the month of March 2024 (With documentary proof) will be considered.

The Bidder, while quoting the cost service charge shall carefully consider the charges/amount incurred towards statutory taxes etc.

1.1. Formats for Submission**ANNEXURE- 1****Technical Bid**

S. No.	Particulars	Documents to be attached		
		Yes	No	Page no.
1.	Name, Address, email and telephone number of the Agency / firm / company.			
2.	Name, Designation and telephone no. of the authorized person.			
3.	Permanent Account Number (Attach copy of PAN)			
4.	Copy of Agency / firm / company registration certificate with Government.			
5.	Copy of the empanelment letter from NICSI for current F.Y.			
6.	Please enclose the list of permanent professional and no. of year of association with			

	organization.			
7.	Eol Document Signed & sealed by the bidder accepting the terms & conditions.			
8.	Detail of experience in developing website, technology skills and maintenance for the past five years (please attach proof)			
9.	Detail of similar assignments (Please attach copy with sanction letter/ work completion certificate)			
10.	Describe organization's knowledge about website development application (Human Resource skill set and profiles)			
11.	Last three years Income Tax Return (Please attach copy)			
12.	Last three years Profit & Loss A/C and Balance Sheet duly certified by the CA			
13.	GST Registration No. (Attach copy of R.C.)			

Declaration:

This is to certify that I/We before signing this job assignment have read and fully understood all the terms and conditions contained in the document and undertake myself/ourselves to strictly abide by them.

Signature of the officer with name,

Designation,

Seal date

To,

The Executive Director,
AIIMS-Bilaspur,
Himachal Pradesh- 174037

Subject : **Earnest Money.**

I/We the bidders participating in the Website services tender have already deposited
Rs _____ earnest money vide receipt No _____
dated _____ to cover for tendering of Website
services _____

I/We agree that the aforesaid amount deposited as earnest money by me/us shall be
available for forfeiture if I/we fail to keep the offer open for the period specified therein.

(Authorized signatory of the firm with stamp)

1.2. Eligibility Criteria

ANNEXURE-2

A. General Eligibility Criteria

S. No.	Particulars	Documents to be submitted	Page No.
1.	The service provider should be empanelled with NICSI under all tiers (Annexure - L)	Copy of the empanelment letter for current F.Y.	
2.	The service provider should be in the field of website development, design, implementation and Hosting	Copy of the Performance Certificate with completion certificate from client or UAT. (Annexure - C)	
3.	Service Provider should have a minimum average annual turnover of Rs. 1.5 crores from Indian Operation only during the last 3 financial years (FY 21-22, 2022-23 & 23-24). Supporting document from company Chartered Accountant must be attached, along with Audited Profit and Loss Statement should be attached along with the response document	Audited balance Sheet and P/L Statement for last 3 (three) financial years.	
4.	Company should have a positive net-worth for the last 3 financial years	Certificate from CA	
5.	The Service Provider should not be under a declaration of ineligibility for corrupt and fraudulent practices nor should have been blacklisted by any Govt. or Govt. undertaking organization at the time of submission of the bid	Self-declaration certificate signed by the authorized signatory	
6.	Company should be registered under GST	GST Details of service provider (GST registration	

		certificate) should be Submitted.	
7.	The service provider should have more than 100 software professionals on its payroll till the month of March ,2024.	<ul style="list-style-type: none"> i. Copy of EPF / ESI monthly Return Sheet be enclosed. ii. Copy of latest Provident Fund Return certificate 	

Should be supported by relevant documents

ANNEXURE-3

B. Work Experience Parameters

S. No.	Criteria	Description	Page No.
1.	Based on Past Projects by the Bidder with value	The bidder should have experience of at least two (02) projects of Website Development/ / Large web portal development with minimum value of Rs.25.00 lakh (each project value) for State/Central Government/ Public sector organization in India, etc. preferably Medical Educational Institution (GIGW Compliant) Work Completion Certificate / document to be provided. (Annexure - C) Should be supported by relevant documents	

1.3. Other General Terms & Conditions: -

i. Terms of Reference:

- a. The firm must be a registered body under the prevailing laws of Govt. of India/ State.
- b. All information, document, photos and data coming in the possession of the firm, as a result of the execution of the job shall all at time remain the property of AIIMS-Bilaspur.
- c. The firm shall not make or allow to make an unauthorized copy, use, access or other utilization of these materials commercially or otherwise, directly or indirectly except as agreed to by the AIIMS-Bilaspur. The firm shall also ensure complete confidentiality of the information and data provided for carrying out the job.
- d. The firm must complete the job assigned within the joint agreement time and if the job is not completed within the stipulated time, a penalty will be imposed on the firm as per the penalty clause.
- e. The AIIMS-Bilaspur will have no liability regarding transportation, boarding and lodging of the staff of the firm.
- f. Under no circumstances the firm shall appoint any sub-contractor or sub lease the contract. If violated the conditions, the contract with the firm will be terminated and Performance Security deposit of the firm shall be forfeited.
- g. The Rate once quoted will remain firm and valid for that dealing. Any Conditions of the firm sent along with proposal shall not be binding on AIIMS-Bilaspur.
- h. TDS as applicable on date will be deducted from the actual bill submitted for payment.
- i. The price accepted and awarded shall be final-and no deviation from it will be accepted in this regard.
- j. The selected organization/ firm shall have to complete the job as per terms and conditions specified above.
- k. The procuring entity reserves the right to accept or reject any or all EoIs without assigning any reason thereof.
- l. Conditional offer/ EoI submitted by fax/email or after the due date and time will be rejected.
- m. For any query/ clarifications please mail to storeofficer@aiimsbilaspur.edu.in

FORM-A COVERING LETTER

(On the letter head of the Concern submitting the proposal)

To,

The Executive Director,
All India Institute of Medical Sciences,
Bilaspur, Himachal Pradesh

Ref: Tender No.

Dated

Sir,

I/We hereby undertake to provide 24/7 support of website in AIIMS Bilaspur including manpower, maintenance as specified in the NIT and agree to hold this offer open for a period of 180 days from the date of opening of the tender. I/we shall be bound by a communication of acceptance issued by you.

I/we have understood the Instructions to Applicants and Terms and Conditions of Contract as enclosed with the invitation to the tender and have thoroughly examined the specifications of services to be rendered and are fully aware of the nature of the services to be rendered and my/our offer is to supply the services strictly in accordance with the requirements.

Certified that I/we have the experience of more than years in providing website services and related works.

Details/documents required to be submitted with this proposal are enclosed as per prescribed Checklist (Chapter-V of NIT).

I/We do hereby undertake that, until a formal notification of award, this proposal, together with your written acceptance thereof shall constitute a binding order between both the parties.

Declaration by the Applicant:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Dated: -

Yours faithfully,
Signature and Stamp
of the Applicant or Authorized Signatory

ANNEXURE-A
CONTACT DETAILS FORM

General Details of Applicant

S. No.	Particulars	Details
1.	Name of Authorized Representative	
2.	Designation of Authorized Representative	
3.	Communication Address	
4.	Telephone & Mobile No.	
5.	Fax No.	
6.	E-Mail ID	

Date:

Place:

Read and accepted
Signature and Stamp of Applicant
or Authorized Signatory

ANNEXURE-B

DETAILS OF PREVIOUS CONTRACTS

S. No.	Period of Contract	Name and Address of the Organization	Type of Organization i.e., Govt./ PSU / Large Private Corporate/ Others	Name of the contact person & Phone No.	Annual Value of contract	Contract Size*	Remarks

*Contract size means number of persons employed per contract of contract period of minimum 1 year

Date:

Place:

*Read and accepted
Signature and Stamp of Applicant
or Authorized Signatory*

ANNEXURE-C

DETAILS/PARTICULARS OF SATISFACTION GRADING

(Furnish this information for each individual work from the employer for whom the work was executed)

1. Name of the contract and location
2. Agreement No.
 - a. Scope of Contract
 - b. Contract Cost
 - c. Date of start
 - d. Period
 - e. Value of Contract when contract awarded
 - f. Performance Report: satisfactory/unsatisfactory
 - g. It is certified that M/s..... has been providing / provided services of web Design , Development & maintenance with GIGW compliance vide URL no.....

Remarks, if any

(Signature and Seal of Authorized Officer)

ANNEXURE-D
ANNUAL TURNOVER FORM

Name of the Applicant/Agency:

Address:

Description	Financial Years		
	2021-22	2022-23	2023-24
Annual Turnover			

Date:

Place:

Read and accepted

*Signature and Stamp of Chartered
Accountant*

Note: To be certified by the CA with seal & signature.

ANNEXURE-E

DECLARATION FOR AVERAGE ANNUAL TURNOVER

This is to certify that the Average Annual Turnover exclusively from website design, development, maintenance and also from Indian Operations only in last 3 Financial Years, i.e., FY 2021-22, 2022-23 & 2023-24 of my/our concern/firm/company is Rs.....

Description	Financial Years		
	2021-22	2022-23	2023-24
Annual Turnover			

1. I/We also DECLARE that the amount of Average Annual Turnover exclusively from the website development and similar services for the Financial Year and, as shown above, are true and correct to the best of my knowledge and belief. I/We am/are well aware of the fact that furnishing false/ fabricated information under this declaration would lead to termination of my/our contract at any stage besides liabilities towards prosecution under appropriate law.
2. I/We hereby also enclose the work order(s) to prove the annual turnover exclusively from the website services declared in the para 1 above.

Date:

Place:

Read and accepted
Signature and Stamp of Applicant
or Authorized Signatory(Bidder)

ANNEXURE-F
INTEGRITY PACT BETWEEN

(To be submitted on Rs. 100/- stamp paper)

The Executive Director, All India Institute of Medical Sciences, Bilaspur (Represented by the Authorized Officer), having office at Kothipura, Bilaspur H.P., hereinafter referred to as the 'the Institute',

AND

(Name of The Applicants and consortium members)
hereinafter referred to as "The Applicant/Service Provider".

Preamble: The Institute intends to award, under laid down organizational procedures, contract for Tender No. The Institute values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Applicants. The Central Vigilance Commission (CVC) has been promoting Integrity, transparency, equity and competitiveness in Government / PSU transactions and as a part of Vigilance administration and superintendence, CVC has recommended adoption of Integrity Pact and provided basic guidelines for its implementation in respect of major procurements in the Government Organizations.

Section 1. Commitments of the Institute

1. The Institute commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a. No employee of the Institute, personally or through family members, will in connection with the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - b. The Institute will, during the pre-contract stage, treat all APPLICANTS alike, and will provide to all APPLICANTS the same information and will not provide any such information to any particular APPLICANT which could afford an advantage to that particular APPLICANT in comparison to other APPLICANTS.
 - c. The Institute will exclude from the process all known prejudicial persons.
2. If the Institute obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Institute will inform its Vigilance Office and in

addition can initiate disciplinary actions. In such a case, while an enquiry is being conducted by the Institute, the proceedings under the contract would not be stalled.

Section 2. Commitments of the Applicant / Service Provider

1. The Applicant/ Service Provider commits themselves to take all measures necessary to prevent corrupt practices, unfair means and illegal activities, during pre-contract as well as post- contract stages. He commits himself to observe the following principles during the contract execution.
 - a. The Applicant/Service Provider will not, directly or through any other person or firm, offer, promise or give to any of the Institute's employees involved in the execution of the contract or to any third person any material or immaterial benefit, which he/ she is not legally entitled to, in order to obtain in exchange of advantage of any kind, whatsoever during the execution of the contract.
 - b. The Applicant/ Service Provider will not enter with other Applicants into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of proposals, or any other actions to restrict competitiveness, or to introduce cartelization in the NIT process.
 - c. The Applicant/Service Provider will not commit any offence, under the relevant Anti-Corruption Laws of India; further the Applicant/ Service Provider will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Institute, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Applicant will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the NIT process, proposal evaluation, contracting and implementation of the contract.
 - e. The Applicant/Service Provider will, when presenting his proposal, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.
 - f. The Applicant commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
 - g. The Applicant shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Income-Tax Institute.

2. The Applicant/ Service Provider will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3. Disqualification from or exclusion from future contracts

1. If the Applicant/Service Provider has committed a transgression, through a violation of Section-2, such as to put his reliability, or credibility into question, the Institute is entitled to disqualify the Applicant/Service Provider from the tender process, terminate the contract if already awarded and also, to exclude the Applicant/Service Provider from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined, by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the hierarchy of the concern of the Applicant and the amount of the damage. The execution will be imposed for a minimum of 6 months and maximum of 5 years.
2. The Applicant accepts and undertakes to respect and uphold, the Institute's Absolute right to resort to and impose such exclusion and further accepts and undertakes, not to challenge or question such exclusion, on any ground, including the lack of any hearing before the decision, to resort to such exclusion is taken.

Section 4. Compensation for damages

1. If the Institute has disqualified the Applicant from the tender process prior to the award, according to Section-3, the Institute is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Proposal Security.
2. If the Institute has terminated the contract according to Section-3, or if the Institute is entitled to terminate the contract according to Section-3, the Institute shall be entitled to demand and recover from the Service Provider, liquidated damages equivalent to Security Deposit/Performance Guarantee or any other amount as per prevailing guidelines.
3. The Applicant agrees and undertakes to pay the said amounts, without protest or demur.

Section 5. Previous transgression

1. The Applicant declares that, no previous transgression has occurred in the last 3 years, with any other company, in any country, or with any other Central/State Govt. organization or PSU, that could justify his exclusion from the award of the contract.
2. If the Applicant makes an incorrect statement on this subject, it can be declared disqualified for the purpose of the contract and the same can be terminated for such reason.

3. The Applicant or any of its partners/directors, etc., should not have been blacklisted/debarred by any of the government agencies or should not have been found to be guilty of moral turpitude or convicted of any economic offense or with violation of any labour laws, etc. by any court or any authority appointed to enforce any labour laws.

Section 6. Equal treatment of all Applicants/Service Providers/Sub- Contractors

1. The Applicant/Service Provider undertakes to demand from all sub- contractors, a commitment in conformity with this Integrity Pact, and to submit it to the Institute before contract signing.
2. The Institute will enter into agreements with identical conditions as this one which all Applicants, Service Providers and Sub-Contractor.
3. The Institute will disqualify from the tender process all Applicants, who do not sign this part or violate its provisions.

Section 7. Criminal charges against violating Applicants/ Service Providers

1. If the Institute obtains knowledge of conduct of an Applicant/Service Provider or Sub-Contractor, or of an employee, or a representative, or an associate of an Applicant/Service Provider, or Sub-Contractor, which constitutes corruption, or if the Institute has substantive suspicion, in this regard, the Institute will take necessary action accordingly.

Section 8. Pact Duration

1. This Pact begins when both parties have signed it. It expires 12 months after the last payment under the contract Agreement is made.
2. If any claim is made/lodged during this time, the same shall be binding and continue to be valid, despite the lapse of this Pact, as specified above, unless it is discharged/determined by the Institute.
3. The Pact duration in respect of unsuccessful Applicants shall expire after 3 months of the award of the contract.

Section 9. Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Institute, i.e., Bilaspur Himachal Pradesh.
2. Changes and supplements as well as termination notices, need to be made in writing, before they become effective and binding on both parties.
3. If the Applicant / Service Provider is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement, to their original intentions.

For the Institute

For the Applicant/Service Provider

Place: Bilaspur H.P.

Witness-

1:

Witness-

2:

Date:

ANNEXURE-G
INDEMNITY BOND

(To be executed by the Applicant on the Stamp Paper of Rs. 500/- subsequent to award of contract)

1. This INDEMNITY made on(Date) day of (Month) of 2024 between (Name & Address of the Applicant) (hereinafter referred to as the "Indemnifier", which expression shall unless excluded by or repugnant to the context includes its executors, administrators, legal representatives and assigns) of the ONE PART and the All India Institute of Medical Sciences, Bilaspur (hereinafter referred to as "the Institute" which expression shall unless excluded by or repugnant to the context includes its executors, administrators, legal representatives and permitted assigns) of the OTHER PART
2. WHEREAS by our Website Development Services contract agreement dated.....between.....and....., I/we agree to provide website services w.e.f. till, which may be extended for a further period at the discretion of the Institute.
3. NOW THIS PRESENTS WITNESSES AS FOLLOWS:

Pursuant to the said Agreement and in consideration of the Premises, I/we, the Indemnifier hereby agree and undertake to indemnify and keep the Institute indemnified.

Against any loss to the data, property and assets of the Institute which have been caused by negligence or unlawful activity of the personnel deployed by me/us in the Premises of the Institute. We also indemnify that the decision of the administration as to the cost of damages caused shall be final and shall be deducted from outstanding dues of the Service Provider.

Against any claims, losses, expenses which the Institute may suffer or incur as a result of breach of contract.

I/we further indemnify and keep the Institute indemnified that the Service Provider will be responsible for the conduct of all personnel deployed by him and shall be legally liable for any harm or loss arising to any data whomsoever, in whatever form, from any misconduct or any act of negligence, omission or commission, whether intentional or otherwise, of the Service Provider or any of the manpower, personnel, agents and others deployed by the Service Provider in the course of providing any services stated in this contract, and will bear full responsibility and cost of the same.

I/we further agree that the indemnity hereinabove contained shall remain in full force and effect during the currency of the contract and that it shall continue to be enforceable

till all dues under or by virtue of the said contract have been fully paid and all claims are AIIMSdischarged or till the Institute is satisfied that the terms and conditions of the joint agreement have been fully and properly carried out by the Service Provider.

I/we also undertake not to revoke this indemnity during its currency of contract and the Institute will not be liable for any loss or harm to data of the Institute from any act of omission or commission of any of the workmen and personnel, agents any others deployed by the Service Provider in the course of providing any services stated in this contract.

I/we also indemnify the Institute and/or its employees against all actions, claims, costs, damages, proceedings, suits or any other consequences whatsoever which shall or may be brought or made against the Institute and/or its Employees by anyone whomsoever or which the Institute may pay, suffer or sustain due to non-compliance of terms and conditions of or representation therein by or on behalf of the Indemnifier.

Without prejudice to the above, I/we further indemnify that the Service Provider will be liable to reimburse the Institute of any cost, legal liability, penalty or fine imposed on the Institute by any authority, because of any misconduct or any act of omission or commission, whether intentional or otherwise, of the Service Provider or any of the workmen and personnel deployed by the Service Provider in the course of providing any services stated in this contract.

4. IN WITNESS WHEREOF THE above named (Name of Indemnifier) has/ have executed these presents on the day, month and year first written above Signed and delivered by the named

.....

IN THE PRESENCE OF
WITNESS:

Signature(s) of the Indemnifier(s)

ANNEXURE-H

DECLARATION, TO BE FURNISHED ON THE LETTER HEAD OF THE
ORGANIZATION WITH REGARD TO NON - DEBARMENT, BY ORGANISATION
UNDERTAKING REGARDING NON-DEBARMENT

To,

The Executive Director,
All India Institute of Medical Sciences,
Bilaspur Himachal Pradesh

I/ We hereby confirm and declare that I/ We,
M/s.....
is not debarred for being convicted of an offence under the Prevention of Corruption
Act, 1988; or the Indian Penal Code or any other law for the time being in force, for
causing any loss of data or property or causing a threat to public health as part of
execution of a public procurement contract during the last 3 years.

I/We further declare that M/s or any of its successors, if debarred under the
Prevention of Corruption Act, 1988 shall not be eligible to participate in the
procurement process of the Institute for a period of 3 years from the date of
debarment.

For.....

Place:

Signature of the Applicant

Date:

Name & Designation:

ANNEXURE-I

DECLARATION TO COMPLIANCE TO NIT

I,Son/Daughter/Wife of Shri Proprietor/Partner/Director,
authorized signatory of the Company/ Agency /Firmis
competent to sign this declaration and execute this NIT;

I have carefully read and understood all the terms and conditions of the tender and
undertake to abide by them;

The information/documents furnished along with the above application are true and
authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact
that furnishing any false information/fabricated document would lead to rejection of
my tender at any stage besides liabilities towards prosecution under appropriate law.

Date:

Signature of authorized person

Place:

Full Name:

Seal:

ANNEXURE-J

**Letter of Authorization for Attending Proposal Opening
(To reach on or before date of proposal opening)**

Date:

To,

The Executive Director,
All India Institute of Medical Sciences,
Bilaspur Himachal Pradesh

Sir,

Subject: Authorization for attending proposal opening on.....(date) in the
Tender for.....

Following persons are hereby authorized to attend the proposal opening for the
tender mentioned above on behalf of.....(Applicant) in
order of preference given below.

Order of Preference	Name	Specimen Signature
----------------------------	-------------	---------------------------

I.

II.

Signature and Seal of the Applicant

Or

Officer authorized to sign the proposal Documents on behalf of the Applicant

Note:

1. Maximum of two representatives will be permitted to attend proposal opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where proposals are opened may be refused in case authorization as prescribed above is not received.

ANNEXURE-K
FINANCIAL BID FORMAT

Only to be submitted in the financial bid pdf format and total of all components also to be quoted in the financial rate window on GeM Portal. Submission of financial bid with technical bid entails to rejection of all proposal

PART A

Sr. No.	Scope of Work	Frequency	TOTAL COST inclusive tax
1.	Design, Development and Maintenance & Customisation of dual language (English & Hindi) website of AIIMS Bilaspur in compliance with the GIGW 3.0 and WCAG as per the scope of work	One time	
2.	GIGW-STQC Audit & Website Quality Certificate	One time	
Total Cost of Part A			

PART B

Sr. No.	Scope of Work	Frequency	ANNUAL COST (including TAX)	TOTAL COST FOR 5 YEARS including Tax
1.	Maintenance & Customisation of dual language (English & Hindi) website of AIIMS Bilaspur including manpower	Annual		
2.	Hosting of website of Secure Server	Annual		
3.	Security Audit from CERT-IN Empanelled Vendor	Annual		
4.	SSL Certificate	Annual		
Total of Part B (For 5 years)				


* Gross Total Cost (Total of Part A+ Part B)	
---	--

*L-1 will be decided based on the effective Total Cost of Part A and Part B (Total Cost for 5 Years), hence the same (Total of Part A and Part B) to be quoted in the financial bid on GeM Portal.

ANNEXURE-L

List of NICSI Empanelled Agency

Manpower Empanelment



Application & Website Development*

Design, Development, Implementation and Maintenance of Websites, Web Applications and Mobile Apps

Tier-I ● Aurionpro Solutions Ltd. ● Tech Mahindra Ltd.

Tier-I A ● Silver Touch Technologies Ltd. ● Unecops Technologies Ltd. ● Velocis Systems Pvt. Ltd.

Tier-II ● ABM Knowledgeware Ltd. ● CSM Technologies Pvt. Ltd. ● Dev information Technology Ltd.
● e-Zest Digital Solutions Pvt. Ltd. ● SISL Infotech Pvt. Ltd.


Tier-III ● ADG Online Solutions Pvt. Ltd. ● Aeologic Technologies Pvt. Ltd. ● Akiko Sherman infotech
● Amity Software Systems Ltd. ● Data Ingenious Pvt. Ltd. ● Invader Technologies Pvt. Ltd.
● Krete Technologies Pvt. Ltd. ● MYIMATE Pvt. Ltd. ● Net Creative Mind Pvt. Ltd.
● NetProphets Cyberworks Pvt. Ltd. ● Nippon Data Systems Pvt. Ltd. ● Nut Cracker
● QASYS Tech Solutions Pvt. Ltd. ● Ormate Techno services Pvt. Ltd. ● Perfect Ergonomics Pvt. Ltd.
● PS QuickIT Pvt. Ltd. ● Quantum Asia Pvt. Ltd. ● RV Solutions Pvt. Ltd.
● Sillean Techlab Pvt. Ltd.

Startups ● Agile Tech Solutions Pvt. Ltd. ● Arsenal Infosolutions Pvt. Ltd. ● ECHT Tech Consultancy Services Pvt. Ltd.
● Gala Smart Cities Solutions Pvt. Ltd. ● Intileo Technologies LLP ● M&N Retail Pvt. Ltd.
● Prakhar Software Solutions Pvt. Ltd. ● Smartech Consultants Pvt. Ltd. ● Stepforadder Technologies Pvt. Ltd.

MANPOWER EXPERTISE OFFERED

Project/Program Manager, Solution Architect, Developer, Database Administrator, Business Analyst, UI Designer, Tester, Training, Helpdesk Support etc.

*services can also be availed in project mode



ANNEXURE-M

CHECK-LIST

TENDER FOR THE AWARD OF WEBSITE DEVELOPMENT SERVICES AT ALL INDIA INSTITUTE OF MEDICAL SCIENCES,

BILASPUR HIMACHAL PRADESH

Name and Address of the Applicant:

Name of the Authorized Representative of the Applicant(s):

(i)

(ii)

SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER

S. No.	Description of Requirement	Yes/ No	Page No.
1.	Whether Demand Draft/FDR of ₹.....Lakhs for EMD enclosed? If yes, (i) Date & No. of the DD/FDR (ii) Name of the Bank & Branch		
2.	Covering Letter – Form-A		
3.	Whether each page of the NIT is signed?		
4.	Contact Details Particulars as per Annexure-A		
5.	(i) Details of Previous Contracts as per Annexure –B (ii) Whether copy of Work order enclosed?		
6.	(i) Details/Particulars of Performance Certificate as per Annexure-C (ii) Whether copies of the Performance Certificate issued by the respective organizations are enclosed at least 2 users minimum value above 25 Lakh ?		
7.	Details/Particulars of Annual Turnover as per Annexure-D		
8.	Whether Declaration to substantiate the claim that the Applicant has average annual turnover of ₹..... Crores or more exclusively from website service activities for last 3 financial Years are enclosed as per ANNEXURE-E		
9.	Income-tax Returns for the last 3 assessment years		
10.	Balance Sheet and Profit & Loss account for the last three financial years (FY 2021-22 to 2023-24)		
11.	Certificate of Registration from Registrar of Companies or Registrar of Firms or Letter of Proprietorship.		
12.	Proof of address in the form of any of the documents such as copy of Telephone bill, Electricity Bill, Registered Lease Deed or Leave & License Agreement. Telephone bill and Electricity		

	bill should not be more than three months old from the month of opening of Technical Proposal.		
13.	Registration certificate for Goods and Services Tax.		
14.	Integrity Pact, duly signed by the Applicant as per ANNEXURE – F.		
15.	Indemnity Bond as per ANNEXURE – G.		
16.	Undertaking by the Applicant in ANNEXURE – H that the Applicant has not been debarred by any procuring authority during the last 3 years.		
17.	Declaration to compliance to Tender as per ANNEXURE – I		
18.	Letter of Authorization for Attending Proposal Opening as per ANNEXURE-J		
19.	Financial Bid Document in prescribed proforma as per ANNEXURE-K		
20	Whether enclosed NICS I Empanelled letter		
20	Manpower at Roll in the month of March 2024..... Whether enclosed EPF/ESIC monthly return of Month 2024: Yes/No		

Date:

*Read and accepted
Signature and Stamp of Applicant
or Authorized Signatory*

Place:

Pre Bid Queries					
Tender title: Hiring of NICS I Empaneled Agency for Designing, Development, Hosting and Maintenance of <u>New Website from NICS I Empaneled Agencies on Milestone Basis in GeM Portal</u>					
GeM Bid Number: GEM/2024/B/5232302 dated 13-08-2024					
Name of the company / firm: AMITY SOFTWARE SYSTEMS LIMITED					
Address of the company / firm: B-16, Sector 63, Noida 201307, India					
Name of the person: Ashutosh Kumar		Designation: Manger Sales	Email Id: ak4@amitysoftware.com		Contac No.: +91-8744058033
SL. NO.	RFQ Page No.	RFQ Clause	Point	BIDDER'S QUERY AND REMARK	Reply
1	Page no. 1, 4, 6, 8, 10, 14 and other pages in RFQ	Notice Inviting Tender and all similar clauses in the tender document as applicable	Hiring of NICS I Empaneled Agency for Designing, Development, Hosting and Maintenance of New Website from NICS I Empaneled Agencies on Milestone Basis in GeM Portal	It is requested to please clarify if the work order will be routed through NICS I or if it will be direct order. Please note as a NICS I Empaneled vendor, a procuring entity / NICS I Empaneled vendor is not to use the NICS I Empanelment reference in any form without the permission of NICS I. Hence there could be legal issues that may occur (particularly for successfull vendor) in the course of issue of work order and its further execution.	Work order shall be issued through GeM
2	Page no. 4 and other pages in RFQ	Notice Inviting Tender and all similar clauses in the tender document as applicable	The Agency shall provide the wbeiste developers round the clock for maintenance of the website at AIIMS, Bilaspur Bilaspur as per the requirement of the Institute including Cyber Security, and website related Services including Manpower etc.	1) How many resources are to be deployed On-site at AIIMS, Bilaspur Bilaspur? 2) What shifts and duration per day will they need to be deployed for? 3) Please specify the different profiles of the On-site resources? 4) What education level and expereince is expected for each resource profile? 5) Will manpower be required during the Operations & Maintenance (O&M) phase?	The design and development needs to be completed within the time stiputed in the tender document. During operation & Maintenance (O&M) phase of contract period, one manpower (System Analyst) will be posted on Site at AIIMS Bilaspur working in General Shift (9AM-5PM). However resource shall be available 24*7 for technical support if required. For more details refer to Tender Document
	Page no. 33 and other pages in RFQ	III. U	Manpower Deployment.....		
3	Page no. 5, 8, 11, 14 and other pages in RFQ	Earnest Money Deposit (EMD)	Rs. 5,00,000/- (Rupees Five Lakhs Only) in the form of Demand Draft or Fixed Deposit Receipt.	It is requested to please allow exemption to MSE / MSME bidders in-line with Government of India norms, rules and regulations.	MSE/MSME bidders shall be exempted from EMD as per Govt of India Norms
4	Page no. 10 and other pages in RFQ	Eligibility Criteria S. No. 7	The Service Provider should have more than 100 Software professionals on its payroll in the month of March 2024. Copy of EPF/ESIC monthly return to be submitted.	Plesae note resources based on their respective Salary and in-line with government rules and laws may not fall under PF / ESIC. Hence, a service provider might have 100 or more software professionsl on its payroll but all might not be covered under EPF/ESIC. Therefore asking for EPF/ESIC monthly return may not be relevant. It is requested to AIIMS, Bilaspur to please amend this clause and instead allow HR undertaking on company letter head / affidavit by the bidder on non-Judicial stamp paper.	No amendment

5	Page no. 10 and other pages in RFQ	Eligibility Criteria S. No. 8a	The Bidder should have prior experience as a NICS vendors in terms of 2 years to provide Website Development, maintenance and hosting in State Govt., Central Govt. Autonomous bodies, PSU, preferably an Institute of National Importance such as AIIMS, Bilaspur, PGIMER, JIPMER. Details of Previous Contracts in Annexure-B to be submitted.	There are bidders who have been empanelled for first with NICS and have not completed 2 years of Empanelment but have in business of Website Development, maintenance and hosting in State Govt., Central Govt. Autonomous bodies, PSU etc. for more than 2 years. For example, we are in the existence for more than 30 years and doing Website Development, maintenance and hosting in State Govt., Central Govt. Autonomous bodies, PSU etc. for multiple years and executing contracts / projects for same valuing several Crores Rupees. Even NICS itself Empaneled such bidders only after ascertaining their experience and expertise in the business of Website Development, maintenance and hosting in State Govt., Central Govt. Autonomous bodies, PSU etc. It is requested to please amend this clause and allow participation of the bidders who have experience and expertise of Website Development, maintenance and hosting in State Govt., Central Govt. Autonomous bodies, PSU etc. for 5 or more years.	No amendment
6	Page no. 10 and other pages in RFQ	Eligibility Criteria S. No. 8b	The bidder should have satisfactorily provided or is providing at least 2 projects of Development, maintenance and hosting website or large web portal in compliance of GIGW with minimum value of Rs. 25 Lakhs (each project) in preceeding three financial years (FY 2021-22 to 2023-24) for State / Central Government / PSUs / Autonomous Bodies. Performance Certificate (Annexure-C) to be submitted with technical bids after duly signed by users.	It is requested to AIIMS, Bilaspur to please amend this clause and instead allow bidder's self undertaking on company letter head / affidavit by the bidder on non-Judicial stamp paper. Amendment is requested as getting a certificate as per the format of Annexure-C may take time at each client's end as they being Government bodies have due internal approval procedure and bidder may miss the bid submission deadline.	No amendment
7	Page no. 11 and other pages in RFQ	Eligibility Criteria S. No. 8c	As and when required, AIIMS, Bilaspur Bilaspur can add other modules and Service Provider has to provide the solution for same to AIIMS, Bilaspur.	This clause is open ended involving no limit cost centre with no input cost capping for a vendor. It is requested to please consider this as part of Change Request wherein mechanism should there for AIIMS, Bilaspur and Selected Vendor to mutually discuss such unseen requirement and an additional cost above the quoted bid price be put accordingly to such requirement.	On site posted resource should be able to add or create new tabs/pages/subtabs for ease of navigating the website or create a new section on the website. During the contract period (O&M Phase) Vendor should also comply with the advisories/notices/guidelines issued by the Gol from time to time and bear its cost. If the cost is extraordinary/huge, then the payment may be decided upon mutual understanding after approval of competent authority during the contract period.
8	Page no. 28 and other pages in RFQ	II. Scope of Work Bullet no. 1	GIGW.....	Is STQC certification required? If so, who will bear the cost- AIIMS, Bilaspur or the Selected Vendor?	Vendor shall bear the cost of STQC certificate. Read the Financial bid document
9	Page no. 28 and other pages in RFQ	II. Scope of Work Bullet no. 4 and 5	Data Migration.....	1) Is any kind of data migration to be done from existing website? 2) If migration is required then please specify the total size of all data to be migrated along-with the various types of data that will have to be migrated. 3) Should the migration be carried out on new hosting provided by AIIMS upon contract expiration?	No migration from existing website. But current vendor need to migrate data on new hosting upon contract expiration
10	Page no. 29 and other pages in RFQ	II. Scope of Work Bullet no. 7	Training.....	What will be the training mode (online or offline), location and frequency of training? Please specify.	Offline at AIIMS Bilaspur, twice before payment of second installment
11	Page no. 29 and other pages in RFQ	II. Scope of Work Bullet no. 8	Security Audit.....	How many security audits are required post go-live, and what will be the duration between them?	Once at Go-live and then annually
12	Page no. 29 and other pages in RFQ	II. Scope of Work Bullet no. 9	SSL Certificate.....	Is SSL certificate required for a single domain or a wildcard certificate?	Wildcard certificate

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13	Page no. 29 and other pages in RFQ	II. Scope of Work Bullet no. 11	Meity Empaneled Cloud Server.....	It is requested to please clarify if both Data Center (DC) and Disaster Recovery (DR) sites required?	Disaster recovery site is not required but vendor to submit master backup monthly besides daily online backup at scheduled time
14	Page no. 30 and other pages in RFQ	III. i	HMIS Integration.....	Will the department provide the HMIS API?	AIIMS Bilaspur subject to provided by NIC Nextgen eHospital
15	Page no. 30 and other pages in RFQ	III. J	e-Office.....	Please clarify whether only third-party links need to be placed on the website, or if something additional is required.	DNS needs to be hosted and url to be provided to Railtel
16	Page no. 30 and other pages in RFQ	III. K	Social media.....	Will the department provide access and APIs for social media platforms?	Social media links will be provided
17	Page no. 31 and other pages in RFQ	III. L	Procurement Portal.....	1) Will the procurement portal be part of the main website, or will it be set up as a separate application? 2) Please specify the workflow, features and modules required for Procurement Portal.	No portal required
18	Page no. 31 and other pages in RFQ	III. M	Recruitment Portal.....	1) Will the recruitment portal be integrated into the main website, or will it be a separate application? 2) If integration is required, will AIIMS provide the necessary API? 3) Please specify the workflow, features and modules required for Recruitment Portal.	Recruitment portal similar to other AIIMS to be integrated into the website. For workflow, visit websites of other INIs
19	Page no. 31 and other pages in RFQ	III. N	Payment Gateway	1) Please clarify who will be providing Payment Gateway/s API/s- AIIMS, Bilaspur or the Selected Vendor. 2) How many payment gateways need to be integrated?	State Bank of India
20	Page no. 32 and other pages in RFQ	III. Q	Intranet Login Provision.....	1) How will the Intranet be accessed—publicly or in a specified location? 2) How will the Intranet application be linked with the website? 3) Can the Intranet application be on a separate technology stack and domain? 4) Should the Intranet also be bilingual? 5) Is the Intranet required to be audited by a Cert-In auditor? 6) Should the Intranet application be audited by STQC?	Intranet will be separate application in English only accessed through static IP address within AIIMS Bilaspur campus which need to be audited annually per Cert-In auditor
21	Page no. 31 and other pages in RFQ	Clause O	Archives	What duration of content archiving is required?	There will be no data deletion. Archiving of posts/data after 5 years
22	NA	General	NA	Please confirm if AIIMS, Bilaspur requires separate applications for the Website and Intranet.	Yes, Intranet details attached as Annexure 2
23	NA	General	NA	Content for the website will be provided by the department in both languages- English and Hindi.	Only English Content will be provided. Translation to be done by vendor and get it approved by AIIMS Bilaspur
24	NA	General	NA	Please clarify who will be providing the below mention- AIIMS, Bilaspur or the Selected Vendor: (i) (ii) SMS Gateway (if in-case required), (iii) Email Gateway (if in-case required), (iv) Any other such access and application software (if in-case required).	Aiims Bilaspur
25	NA	General	NA	What is the technology preference for new website?	Drupal
26	NA	General	NA	Is AIIMS, Bilaspur looking for an STQC audit for the website?	Yes, please refer financial bid document

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27	NA	General	NA	We assume the AIIMS, Bilaspur will be providing the below mentioned: (i) APIs for integration with other application / software, (ii) Any other such access and application software (if in-case required). Please confirm.	Yes
28	NA	General	NA	Please specify the quantum of work during Operation & Maintenance phase (i.e. after go-live) for customizations, upgrades, addition of new features, updates related to the website.	Refer the Tender document
29	NA	General	NA	Will AIIMS, Bilaspur be providing the Database licenses or will it be the responsibility of the Selected Vendor? Please clarify.	Vendor
30	NA	General	NA	Please specify the different roles, hierarchy and number of users for CMS.	Refer Annexure 1
31	NA	General	NA	Please provide a list of different MIS / Report / dashboards which are required and drill down of each dashboard type.	Will be provided during customisation phase based on requirements
32	NA	General	NA	Please provide the process which will be adopted for handling change request happening during the execution of work.	All requests will be routed through Webmaster
33	NA	General	NA	1) Will the websites be only in English OR Bilingual (English and Hindi). Please confirm. 2) Please confirm that all the content including translated content for website will be provided by AIIMS, Bilaspur. 3) Please confirm Translation of content is not in the scope of the project and will be provided by AIIMS, Bilaspur.	Already described under S. 23
34	NA	General	NA	It is requested that in case of any upward variation in the rate of GST during the period of Contract, an equitable amount shall be paid to the Contractor to fully take into account any such change.	GST shall be paid as per applicable GST at the time of award of the Tender
35	NA	General	NA	Is AIIMS, Bilaspur considering Search Engine Optimization (SEO)?	Basic SEO

Client Name	Department Of Health And Family Welfare "Bilaspur Himachal Pradesh"		
RFP Name	NICSI Empaneled Firms For Design Development And Maintenance Of Website		
Vendor Name	Perfect Ergonomics Private Limited		
Contact Person Details	Primary Contact : Sanjeev Kumar-Business Head , Cell No: 9811044670, email:skumar@perfectergonomicssystem.in Secondary Contact : Secondary Contact : Nishant Kumar-BID Manager , Cell No: 8826285030, email:nishantkr@perfectergonomicssystem.in		
Sr.No.	Document Reference	Clarification Sought	Reply
1	Explain recruitment portal in details - Page no 31	In present site its only advertisment same or what pls. explain in details	Recruitment portal similar to other AIIMS to be integrated into the website. For workflow, visit websites of other INIs
2	Explain Payment gateway in details - Page no., 31	Plz. Explain what as a vendor we need to do for this	Integrate with SBI provided API
3	As per Govt. of India procurement process for Government department MSME exempted for EMD submission kindly consider the same	Kindly suggest	MSME exemption as Govt of India Policy
4	There is a Intranet need pls. explain in details	Plz. clarify in details	Yes, details attached as Annexure.
5	Is there SMS Integration need to be done if yes who will pay for it kindly clarify	Plz. clarify in details	No SMS integration but email integration with workspace account of AIIMS Bilaspur is required for intranet login
6	The service provider should have more than 100 professionals on its payroll	Pls, allow decleration from HR letter head since EPF/ESI is not taking many of software professional after signing the consent form	No amendments

