



**Bid document for Design, Development & Maintenance of
website for Maharaja Bhupinder Singh Punjab Sports
University, Patiala for a period of 1 Year**

Published by:

**Maharaja Bhupinder Singh Punjab Sports University
(MBSPSU), Patiala,
Government of Punjab**

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The issue of this Bid Document does not imply that the Purchaser is bound to select a Bidder or to appoint the Selected Bidder hereinafter defined, as the case may be, for the Project and the Purchaser reserves the right to reject all or any of the Bidders or Bids at any stage of the Bidding Process without assigning any reason whatsoever including the right to close the selection process or annul the bidding process at any time, without incurring any liability or being accountable to any person(s) in any manner whatsoever. The decision of Purchaser shall be final, conclusive and binding on all the parties.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Purchaser or any other costs incurred in connection with or relating to its Bid including costs relating to

submission and maintenance of various fees, undertakings and guarantees required pursuant to this Bid Document and also any cost relating to updating, modifying or re-submitting its Bid pursuant to the Document being updated, supplemented or amended by the Purchaser. All such costs and expenses will be incurred and borne by the Bidder and the Purchaser shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the Selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee/ advisor/ representative of Purchaser or to any other person in a position to influence the decision of the Purchaser for showing any favour in relation to this Bid Document or any other contract, shall render the Bidder to such liability/penalty as the Purchaser may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its EMD. Laws of the Republic of India are applicable to this Bid Document.

The information contained in this document is selective and is subjected to updation, expansion, revision and amendment. Purchaser reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this document and/or the bidding process, without assigning any reasons whatsoever.

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Section 1: Notice Inviting Bids

1. The Maharaja Bhupinder Singh Punjab Sports University, Patiala (MBSPSU) invites sealed bids (Technical and Financial both in separate sealed envelopes) as per prescribed forms from reputed design/development/software companies having requisite experience for designing and development of the websites/ portals.
2. The bidder shall deposit Rs. 5000/- (non-refundable) as a cost of bid documents along with EMD of Rs. 30,000/- as bid security during submission of bid, failing which his bid shall not be opened.
 - EMD of the successful bidder along with Bank Guarantee of 10% (of total amount) will be kept as Performance security after the successful bidder signs the final agreement.
 - EMD of all unsuccessful bidders would be refunded by Purchaser as promptly as possible after signing of the agreement with the successful bidder.
 - The EMD submitted shall be interest free and will be refundable to the bidders without any accrued interest on it.
 - The Earnest Money will be forfeited on account of one or more of the following reasons: -
 - ✓ Bidder withdraws its bid during the validity period i.e. 90 days from the date of Publishing of this bid document.
 - ✓ Bidder does not respond to requests for clarification of its bid.
 - ✓ Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
 - ✓ In case of a successful bidder, the said bidder fails to sign the contract in time i.e. within 7 days from the date of award.
 - ✓ Bidder submits any forged document as per the eligibility criteria of this document
3. The Cost of bid & Earnest Money for an amount as specified above shall be deposited either through Demand Draft in favour of “Vice Chancellor, The Maharaja Bhupinder Singh Punjab Sports University” payable at Patiala in a separate envelope along with the Technical and Financial Bids or through RTGS/NEFT in following account:

Account Holder Name: The Maharaja Bhupinder Singh Punjab Sports University
Bank name: State Bank of India
Acc no.: 38736755625
IFSC Code: SBIN0001637

Branch: Chhoti Baradari Patiala

4. Companies fulfilling Eligibility Conditions for the bid, are eligible to apply for this bid document.
5. The bidders are requested to submit their bids strictly as per terms and conditions forming part of this document. Conditional bids shall not be accepted.
6. The bid shall only be submitted along with EMD and cost of bid document in two separate envelopes clearly super-scribing, "Technical bid" and "Financial bid" to Registrar, The Maharaja Bhupinder Singh Punjab Sports University, Patiala, Punjab latest by 06 March 2024 upto 04:00PM.
7. All payments / deposits / fees with respect to this tender shall be in Indian Rupee only.
8. Technical Bids shall be opened on 07 March 2024 at 03:00PM in the presence of the bidders in the office of Registrar, The Maharaja Bhupinder Singh Punjab Sports University, Patiala, Punjab.
9. Financial Bids shall be opened on 12 March 2024 at 03:00PM in the presence of the bidders in the office of Registrar, The Maharaja Bhupinder Singh Punjab Sports University, Patiala, Punjab.
10. The Bidder must comply with the following instructions during the preparation of Bid:
 - The Bidder is expected & deemed to have carefully examined all the instructions, guidelines, forms, requirements, appendices and other information along with all terms and conditions and other formats of the bid. Failure to furnish all the necessary information as required by the bid or submission of a proposal not substantially responsive to all the requirements of the bid shall be at Bidder's own risk and may be liable for rejection.
 - The Bid and all associated correspondence shall be written in English and shall conform to prescribed formats. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. Any interlineations, erasures or over writings shall be valid only if they are authenticated by the authorized person signing the Bid.
 - No bidder shall be allowed to modify, substitute, or withdraw the Bid after last date of its submission.
 - The bidder shall be responsible for all costs incurred in connection with participation in the Bid process, including, but not limited to, costs

incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by Purchaser to facilitate the evaluation process, in negotiating definitive “Successful bidders” and all such activities related to the bid process. Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process

11. After evaluation of the technical bids, the financial bids of only those agencies will be opened who are found to be technically qualified as per the criteria specified in the bid documents shall be opened after evaluation of the technical bid.
12. The decision of MBSPSU regarding evaluation/fulfilment of eligibility criteria shall be final and binding upon all the parties.
13. Any bid received later than the time and date of opening of Technical bids shall be rejected and returned to the bidder unopened.
14. Any bid received without Earnest Money and/or the cost of bid document in the form as specified in bid documents shall not be considered and shall be summarily rejected.
15. MBSPSU reserves the right to cancel the bid or postpone the bid and to accept/reject any or all bids without assigning any reasons thereof.
16. Submission of bid by a Joint Venture or Consortium is not permitted.

Section 2: Eligibility Conditions

Reputed Agencies/Organizations fulfilling following conditions are eligible for bidding:

S. No.	Clause	Documents Required
1.	The Bidder should have an establishment of at least Five (05) years in software design/ development business	Certificate from the CA mentioning the nature of business of the proprietorship firm/ company/ Partnership Firm/ Limited Liability Partnership firm or any other valid documents showcasing the nature of business.
2.	The Bidder must have completed at least 3 projects related to software design/ development in last 2 financial years i.e. FY21-22, FY22-23. Out of these 3 projects, bidder has to ensure that at least one project must be done with the State Government/ Central Government/ PSU/ Government Educational Institutes	Work order and completion certificate to be submitted for the same.
3.	Bidder should not have been black listed by any Government or quasi-Government entity in India (Centre / State / Local Bodies, PSU/ Nationalized banks or any State Organization etc.) for breach of any applicable law or violation of regulatory prescriptions or breach of agreement as on date of submission of Bid.	A self-certified letter as per the Annexure A
4.	The bidder shall provide the General information about them (on company's letter head) as per the format shared.	Format shared in Annexure B

S. No.	Clause	Documents Required
5.	Bidder should have neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement or have had any agreement terminated for breach.	A self-certified letter as per the Annexure C
6.	The bidder shall provide the Bidder's Authorization Certificate (on company's letter head) only as per the format shared.	Format shared in Annexure D
7.	Bidder should furnish unconditional declaration for Complete Responsibility of the project in the format prescribed in this document.	Format shared in Annexure E
8.	The IPR of complete IT Solution/application shall lie with Department. Bidder should furnish unconditional declaration for supporting the clause only in the format prescribed in this document.	Format shared in Annexure F
9.	The bidder must possess a valid GSTIN and PAN No.	Copy of the GST Certificate and PAN
10.	Should have atleast 20 employees on its own payroll for more than last 6 months from the day of submission of bid.	Letter from HR on the company letter head counter signed by the authorised signatory

Section 3: Terms and Conditions

1. Firms/ Agencies fulfilling eligibility conditions can submit their bids.
2. Bidder may carefully note that they are liable to be disqualified at any time during bidding process in case any of the information furnished by them is not found to be true. In addition, the EMD of such bidder shall be forfeited. The decision of the Purchaser in this respect shall be final and binding.
3. The bidder shall bear all costs associated with the preparation and submission of the bid and the Purchaser will in no case be responsible or liable for these costs regardless of the conduct or the outcome of the bidding process.
4. The bid prepared by the bidder and all documents related to the bid shall be written in English.
5. While filling up the rates in the Price Bid, bidder shall ensure that there is no discrepancy in the rates mentioned in figures and words. In case of any discrepancy, the unit rate mentioned in the words shall be taken as final and binding.
6. EMD of all unsuccessful bidders would be refunded by Purchaser as promptly as possible after signing of the agreement with the successful bidder. The Earnest Money Deposit of the successful bidder shall be retained and adjusted against security deposit.
7. The bid duly filled must be received by Purchaser at address specified not later than the date and time mentioned in this Bid Document. A bid received later than the deadline prescribed for submission of bid is liable to be rejected.
8. The bidder must submit all necessary authentic data with necessary supporting certificates (self-attested) of the various items of evaluation criteria.
9. Purchaser reserves the right to accept, cancel or reject any bid or to annul and reject all bids at any time prior to the award of the contract without incurring any liability to the affected bidders or any obligation to inform affected bidder, the grounds of such action.
10. Selection of bidder: Least Cost Selection Method (L1 Basis) as mentioned in Section 6 of this Bid Document.
11. Period of contract: 12 months extendable to 2 more years at MBSPSU's discretion on the AMC rates mentioned in financial proposal.
12. Successful Bidder have to submit the Source code and other document or codes related to the Website to the University.

13. During Maintenance Period of the Website the bidder have to provide the full Maintenance of the Website also bidder have to resolve the issues regarding any changes/ updates / error etc regarding website informed by University within 24 - 48 hour.
14. In case of any query/help, bidders can send their queries on registrar.tmbpsu@gmail.com on or before 05 March 2024. No query shall be entertained after the prescribed date and time.

Section 4: Scope of Work

Introduction:

MBSPSU is a newly opened Sports University in Patiala. University intends to get their website developed which will minimize the gap between the students, professors and the Universities authorities by using the means of the technology. This website will bring in completely transparency among all the stakeholders. With the help of this website, Students will be able to get all the latest information about the admissions, courses, exams, syllabus, fees, dates of exams etc.

Website Languages

Bilingual (English/Punjabi) – Content will be shared by the Purchaser.

Hosting

Purchaser will provide only the domain name and hosting will be done by the Selected Bidder only.

Key stake Holders

1. University authorities/administrators
2. Candidates/Students
3. Citizens

Functional requirements of the website

1. Static Part of Website

- 1) Menu and Submenu will be same as existing and in addition of new Menu and Submenu according to the Sports University Requirement.
- 2) The website should be CMS based and must have dynamic content.
- 3) Design should be aesthetically pleasing and content-oriented.
- 4) The site should be mobile compatible.
- 5) **Existing data on the current website (<https://mbpsu.ac.in/en/>) needs to be migrated to the new website (Menu and Sub Menu as per existing Website)**
- 6) The major notifications will have to be presented on the website
- 7) Association/ Collaboration with other Institutes/ organizations
- 8) A web page to show some important links directly to the other portal.
- 9) Internal Quality Assurance details (CIQA)
- 10) Downloads
- 11) **University Profile**
- 12) Student Notice board – Results/Notices to students etc
- 13) Tender notices

- 14) News/ Notifications/ Events page required to show University level, department level and Student centre level news. The facility needs to be provided to upload news University level, Branch Level, Department level and study centre level
- 15) University level news/ events page
- 16) Department wise news page (To show specific news of department level)
- 17) Branch wise news page (To show specific news of Branch level)
- 18) Colleges Display/Details
- 19) To be integrated with Facebook and instagram accounts of the university.
- 20) Grievance Portals
- 21) University Branch details: Individual pages require to mention the following
 - Branch Name
 - Branch Head details with Photo
 - Branch Announcements
 - Branch objectives, details
 - Branch wise employees details with photos (Order by Top level)
 - Branch Infrastructure.
- 22) **Website content must be understandable for the visually challenged.***
- 23) Website content must be in English and Punjabi Language conversion must be seamless and errorless.
- 24) University Facilities information should be provided to the student (Playgrounds, Hostel, Gym, etc)
- 25) Provision to post Special banners on the homepage on special occasions.
- 26) Separate Tab and Link for Examination Portal with all latest functionality .
- 27) Separate Tab and Link for Admission Portal with all latest functionality.
- 28) Separate Tab and Link for Recruitment Portal with all latest functionality.
- 29) Notifications, Assignments and Exam results.
- 30) Programmed offered/ Courses Details:-
- 31) Scholarship Details Post Metric Scholarship and other in brief and Notices facility etc.

2. **Admission Portal** with Counselling facility and other additional features as per student requirement in addition to online fees management during the course duration with University Cum Library ID Card Facility.

Admission Form format will be provided by the University.

3. **Recruitment Portal** with updated features according to recruitment Process of University.

a) User Panel

- Sign Up
- Email Verification
- Login/Log Out
- Profile
- Change and Forgot Password
- Application form Details (Form format will be given by University)
- Change in Post
- Online Payment
- Form Lock, View and Printout
- Generation of Admit Card for Recruitment process
- Auto-payment Verification by Bank API
- Payment Gateway

b) Admin Panel

- Change Password
- Administration
- Manage Session
- Manage Post as per session
- Manage Candidates
- Check Candidate data and View Profile
- Admin can accept or reject profile
- Admit Card for Eligible Candidates
- Manage Notification

4. Library OPAC Facility (with static IP that will be provided by the central Library MBSPSU, Patiala).

5. Examination Portal with online fees management, Exam Form management and other features related to student exam, related issues or result regarding concerns during course duration.

Student Module

My Account

Profile

Change password

Examination tab

View Result

Regular

Reappear
Admit card
Document Request
Issued document
View request history
announcement
Logout

Admin module
Announcement for college

Master Data
Manage Branch
Manage Course
Manage Exam session
Manage Scheme
Manage Semester
Manage subject
Manage semester subject
Manage semester Group
Bulk scheme upload
College level management of examinations

My Account
My profile
Change password
Log out

Academic - Module
Announcement for colleges

Students level management
Manage student details
Manage student info and change facility
Manage subject selection
Exam form & Admit card & unlock exam form facility
Students semester upgradation option
Migrated student list facility

Faculty

Manage faculty facility
Staff right assign facility

Examination

Manage datesheet
Zip password
Damage/missing answer sheet details
Manage UMC Case
Manage revaluation request
Paper upload as per datesheet

Result

Manage result
Grade generate

Reports

My Account

Special document fee
Change password
Log out

College Login Module

Notice

Faculty

Manage faculty
Add faculty
Manage external faculty
Add manage faculty
Assign branch HOD

Students

Manage students details
Regular exam form status
Manage subject selection
View student result
Revaluation request

Examination

Examination Staff
Paper display

Accounts

Examination fee challan
TA Bill (practical)
Practical bill summary

My Account

College info
Controller info
Change password
Log out

HOD Login Module

Notice

Students

Manage students facility
Manage subject selection (New subject selection)
Result notifications
Semester upgrade

Examination

Regular form fill
Reappaer form fill
Manage revaluation result
Admit card generate
Faculty assign subject
Internal attendance
Intenal marks
External attendance
External marks

Reports

Superintendent
View strength
Attendance sheet
External sheet
Damage/missing sheet
Used answer sheet
Packet challan
Manage return sheet challan

Acconts

Exam center staff payments
TA Bill (Practical)
Practical summary sheet

My accounts

my profile
Change password

Log out

DMC Module

Manage DMC/ Manage Degree
Manage DMC Print/Manage Degree
Print
PDC
Transcript
Manage document request
Upload student Id doc

Faculty module

Internal attendance
Internal marks
External attendance
external marks

My accounts

My profile option
Change password

Log out

Important Note

Any new features according to requirement can be adopted by Sports University and Bidder has to provide it without any extra cost.

1. Payment gateway Integration with Online Fees Management System and Reconciliation of Fees.

The University Campus Student should be able to pay fees online by login into their ID and all semester fees details or pending fees details need to be visible to Student as well as the Admin should be able to extract the record Student wise for reconciliation of Fees. Notice option should be available to Student and facility should be given to the admin to send any kind of notice to the students.

Web portal should have payment gateway integrated to receive payments from students for exams and admissions/course fees. Payment gateway to be provided by the Purchaser and Selected bidder needs to integrate with the web portal.

Scope of work broadly covers the following things:

1. The bank will provide online payment gateway services via various mode of onlinepayments, such as
 - I. Debit cards (Visa, Mastercard, RuPay, Maestro etc.), Credit cards (Visa, Mastercard, RuPay etc.)
 - II. Internet Banking (with multiple banks)
 - III. Prepaid Cash Cards
 - IV. e-Wallet
 - V. Bharat Interface for Money (BHIM) & Unified Payment Interface (UPI)
 - VI. Any other new system which can be introduced or adopted by Sports University.
2. The bank will provide regular MIS reports (Daily/Weekly/Monthly/Yearly) as per the requirement of Sports University. Sports University can add new services at any point of time. The successful eligible service provider will provide payment gateway for all such added services at no extra cost to Sports University and transaction charges for all such added services have to be mutually agreed by Sports University and the PGA / bank.
3. The bank will credit the collected payments in a day to the Sports University designated accounts as per RBI guidelines.
4. The payment service must offer at least 128-bit encryption or higher SSL (Secure Socket Layer) for security of data and information.
5. The bank will provide all necessary technical and operational support in the form of API etc. for the integration with Sports University online billing system.

6. If a transaction is rejected, consumer should be allowed to try a same / different payment mode.
7. Unsuccessful Transactions and its Refund and Reconciliation:
 - i. Failed Transaction: Failed transaction status should be updated to Sports University Online System within mutually agreed specified time.
 - ii. Requested Transaction: Online Payment successful by user's end but could not be received by bank. Requested transaction status should be updated to Sports University Online System within mutually agreed specified time and refund process should be initiated by bank to User's Payment Mode within mutually specified time.
 - iii. Pending Transaction: Online Payment received by bank but failed to receive by Sports University Online System or Sports University Online System response fails to communicate with bank. In this scenario there are two cases possible:
 - a. The bank will communicate with Sports University Online System for mutually specified time limit regarding the transaction to ensure that the transaction is successfully updated to Sports University and make it a successful transaction.
 - b. If point "a" fails, bank will initiate the refund of the user and will update transaction status to Failed Transaction.
8. Reconciliation of Unsuccessful Transactions should also follow standard reconciliation procedures prevalent in the industry.
9. All guidelines issued by RBI from time to time regarding online payment facilities such as Internet Banking, Credit Card, Debit Card, e-Wallets, UPI must be fully complied and implemented by bank.
10. All settlement of payment by bank will be as per RBI guidelines in this regard.
11. Financial system and reports shall have the ability to itemize separately the Sports University Bill Amount, the bank fees and taxes.

12. The bank will provide Administrator access to the designated Sports University personnel for viewing information on payments and relevant MIS reports.
13. The bank will be responsible for reconciliation of the all the transactions on daily basis and submit reconciliation report to Sports University designated office in soft / hard copy as may be required.
14. The report on each transaction should clearly state
 - i. Registration / Unique ID of the Student / Affiliate
 - ii. Amount received towards payment
 - iii. Sports University purpose of Transaction
 - iv. Date of Transaction
 - v. Payment Status (Fail / Success / Requested etc.) and reason for rejection if applicable.
 - vi. Payment Mode
 - vii. Transaction Charges
 - viii. Taxes on Transaction Charges
15. The bank would provide a 24x7 help desk support to the users for online payments.
16. All payment related problems will be handled by the bank and should be resolved with the given SLAs. A monthly MIS report should be submitted to the Sports University on the customer issues count, pending issues and resolved issues.

Website speed

Website should have a loading speed of 3-5 seconds on other speed testing sites and page speed above 85 on google page speed insight.

Devices/Browsers compatibility

- The website should be responsive on all the screen sizes which include Android, IOS, Windows and Macbooks.
- The website should be compatible with all the browsers and should possess cross browser compatibility.

Web security

- SSL certificate should be installed for security of the web portal and this needs to be deployed by the Selected Bidder. Cost for the SSL certificate to be borne by the Selected bidder only.

Security audit

- Complete audit needs to be performed before the website going live for all the vulnerable issues to make sure, there are no issue with UI/UX and backend. Selected bidder has to bear the cost for the same and Purchaser will support with the administrative work as Security audit firms are already registered with NICSI.

Sitemap

- Web portal should have a sitemap comprising all the page urls.

Training

- Once the portal deployed on the server, complete training needs to be provided to the Purchaser

Maintenance

- After the deployment of the website on live servers, the development team needs to provide maintenance for next 12 months inclusive of trainings, issues and bugs
- Admin panel instructions to be provided in textual as well as in video format for the staff.

Section 5: Payment Schedule, Deliverables & Timelines for Project Implementation

The project would need to be implemented and fully operationalize within a period of maximum of 60 days. Desired timelines for the completion of different phases of project along with the payment schedule and deliverables are indicative as below:

Sr. No.	Milestones	Payment (% of total cost of Project value)	Desired Timelines
1.	Detailed Functional Requirement study, System Requirements Study and System Design. Payment will be released post approval from the Purchaser on the Wireframes, Functional Requirement Specification Document and Software Requirement Specification document	-	T+10 Days
2.	Design, Development, implementation, configuration, integration and software testing of complete IT portal.	-	T + 20 Days
3.	User Acceptance Testing of the IT Solution by the Purchaser.	-	T + 25 Days
4.	Deployment of required infrastructure for Operationalization of IT Solution. Payment will be released post working of the software application on the infrastructure provided by the Purchaser. Purchaser will be approving the same.	30%	T + 45 Days

5.	<p>Training to staff members of Purchaser as well as other Stakeholders for effective use of the system.</p> <p>Payment will be released post approval from the Purchaser that training has been successfully conducted.</p> <p>Go-Live of software application along with the security audit certificate. Payment will be released post-handover of the designs, html file, source code etc. to the Purchaser</p>	50%	T + 60 days
6.	Post completion of 12 months AMC	20%	T + 405 days
*T refers to the date of issuance of work order to the bidder.			

Note:

1. **EMD & Bank Security (10% of Total Amount) of the selected bidder will be kept as a security deposit and will be released post completion of the 12 months AMC period, AMC period to begin after Go-Live of Software.**
2. **The Purchaser reserves the right to deduct portion of the agreed fee of the successful Bidder, in case of any deficiency in the services rendered as per the Penalty section of this document.**
3. **Security Audit: It is to be completed after signing of the UAT and before Go-Live. Payment for Security Audit will be borne by the Selected Bidder.**
4. **In case Purchaser decides to extend the AMC, Selected bidder will be paid on quarterly basis based on pro-rata basis and the first payment shall become due after 3 months.**
5. **During AMC the bidder will be responsible for maintenance of website also any new feature or data can be added the facility will be provided by bidder and any news or data given by purchaser the task need to be done within 24 hour.**

Section 6: Financial Bid

Bidders who qualifies the Eligibility Criteria as per this document will be eligible for the Financial Bid Evaluation. Purchaser's decision regarding Bidder's eligibility will be final and binding on all the Bidders.

Financial bid needs to be submitted in the sealed envelope as per the below format.

Sr. No	Description of Service	Total Price in figures including taxes	Total Price in words including taxes
1	Design & Development of website for Maharaja Bhupinder Singh Punjab Sports University, Patiala		
2	Maintenance of website for Maharaja Bhupinder Singh Punjab Sports University, Patiala for a period of 12 months from Go-Live of Software		
Total			

- Least Cost Selection method will be used for selection and financials will be calculated based on the total addition for cost of the website and Maintenance for the period of 12 months from Go-Live of Software.
- Purchaser reserves the right to reduce or increase the AMC time period. In this case, cost will be calculated on pro rata basis as per the rates quoted in the financial bid for the AMC.

Section 7: General Contract Conditions

Disqualifications

Purchaser may at its sole discretion and at any time during the evaluation of Bids, disqualify any Bidder, if the Bidder has:

- Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three financial years.
- Failed to provide clarifications related thereto, when sought;
- Submitted more than one Bid (directly/in-directly);
- Declared ineligible by the Government of India/State/UT Government for corrupt or fraudulent practices or blacklisted.
- Submitted a bid with price adjustment/variation provision.
- Documents are not submitted as specified in the Bid document.
- Suppressed any details related to bid.
- Submitted incomplete information, subjective, conditional offers and partial offers submitted or Not submitted documents as requested in this document
- Submitted bid with lesser validity period
- Any non-adherence/non-compliance to applicable bid document content

Fraud and Corrupt Malpractices

All the Bidders must observe the highest standards of ethics during the process of selection of "Successful Bidder" and during the performance and execution of contract.

For this purpose, definitions of the terms are set forth as follows:

- **"Corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Purchaser or its personnel in contract executions.
- **"Fraudulent practice"** means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-

competitive levels and to deprive Purchaser - of the benefits of free and open competition.

- **“Unfair trade practice”** means supply of services different from what is ordered on, or change in the Scope of Work.
- **“Coercive practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.
- Purchaser will reject a proposal for award, if it determines that the Bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent, unfair trade or Coercive practices.
- Purchaser will declare a bidder ineligible, either indefinitely or for a stated period of time, for award of contract, if bidder is found to be engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract at any point of time.

Duties, Taxes and Statutory Levies

- 1) The Successful bidder shall bear all personal taxes levied or imposed on account of payment received under this Contract.
- 2) The Successful Bidder shall bear all corporate taxes, levied or imposed on account of payments received from Purchaser for the work done under this Contract.
- 3) The Successful bidder shall bear all taxes and duties etc. levied or imposed under the Contract including but not limited to GST, Sales Tax, Customs duty, Excise duty, Service Tax, Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof up to the date for submission of final price bid, i.e., on account of payments received by him for the work done under the Contract. It shall be the responsibility of the Bidder to submit to the concerned tax authorities the returns and all other connected documents required for this purpose. The Successful Bidder shall also provide such information to the Purchaser from time to time, as it may be required in regard to the Bidder’s details of payment made by the Purchaser under the Contract for proper assessment of taxes and duties. The amount of tax withheld by Purchaser shall at all times be in accordance with Indian Tax Law and will furnish to the Bidder original certificates (Challans) for tax deduction at source and paid to the Tax Authorities.
- 4) If, after the date of this Agreement, there is any change of rate of levy under the existing applicable laws of India with respect to taxes and duties,

which are directly payable by the Purchaser for providing the goods and services i.e. service tax or any such other applicable tax from time to time, which increase or decreases the cost incurred by the Successful Bidder in performing the Services, then the remuneration and reimbursable expense otherwise payable to the Successful Bidder under this Agreement shall be increased or decreased accordingly by correspondence between the Parties hereto, and corresponding adjustments shall be made. However, in case of any new or fresh tax or levy imposed after submission of the proposal, the Successful bidder shall be entitled to reimbursement on submission of proof of payment of such tax or levy.

- 5) The Successful Bidder shall be solely responsible for the payment /fulfilment of its tax liabilities and obligations under the Income Tax Act and other such laws in force and Purchaser shall not bear responsibility for the same.

Termination of Contract or Work Orders

Termination of Contract for default:

- The Purchaser without prejudice to any other remedy for breach of Contract, by a written notice of not less than 7 (Seven) days sent to the Successful Bidder may terminate the Contract/ blacklist in whole or in part for any of the following reasons:
 - ✓ If the Successful Bidder fails to deliver and perform any or all the Services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser; or
 - ✓ If the Successful Bidder fails to perform any other obligation(s) under the contract; or
 - ✓ Laxity in adherence to standards laid down by the Purchaser; or
 - ✓ Discrepancies/deviations in the agreed processes and/or Services; or
 - ✓ Violations of terms and conditions stipulated in this document.
- In the event the Purchaser terminates the Contract in whole or in part for the breaches attributable to the Successful Bidder, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Successful Bidder shall be liable to the Purchaser for any increase in cost for such similar Services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated.

- If the contract is terminated under any termination clause, the Successful Bidder shall handover all documents/ executable/ Purchaser data or any other relevant information to the Purchaser in timely manner and in proper format as per scope of this bid document and shall also support the orderly transition to another vendor or to the Purchaser.
- During the transition, the Successful bidder shall also support the Purchaser on technical queries/support on process implementation or in case of any provision for future upgrades.
- The Purchaser right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as deemed fit.
- In the event of failure of the Successful Bidder to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Purchaser at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Purchaser shall give prior notice to the existing Successful Bidder. The existing Successful Bidder shall continue to provide services as per the terms of contract until a ‘New Service Provider’ completely takes over the work. During the transition phase, the existing Successful Bidder shall render all reasonable assistance to the new Service Provider within such period prescribed by the Purchaser, at no extra cost, for ensuring smooth switch over and continuity of services. If existing Successful bidder is breach of this obligation, they shall be liable for paying a penalty of as provided in Penalty Section of this document, which may be settled from the payment of invoices or Security Deposit for the contracted period or by invocation of Security Deposit. Purchaser reserves the right terminate the contract in the event of default of terms and conditions of this document.

Termination of contract for Convenience:

Purchaser reserves the right to terminate, by prior written 7 days’ notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

Termination of contract for Insolvency, Dissolution, etc.:

Purchaser may at any time terminate the Contract by giving written notice of not less than 7 (seven) days to the Successful bidder, if the concerned “Successful bidder” becomes bankrupt or otherwise insolvent or in case of

dissolution of firm/company or winding up of firm/company. In this event termination will be without compensation to the “Successful bidder” provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to Purchaser.

Exit Management

- The duration of Exit Management will normally be of 15 days from date of termination or 15 days prior to expiry of contract / work order. In case of providing services post termination or post expiry of the work order, the Purchaser will pay for the services consumed during the exit management period.
- During the exit management period and for 15 days post expiry of the work order / contract, the Successful bidder will not take action to stop the work as mentioned in this document as a result of the termination or expiry of contract / work order. In addition, during such period, the Successful Bidder will permit the Purchaser or its nominated agency to assess the existing services being delivered as per Bid Document.
- During the exit management period, the Successful Bidder shall ensure proper support as per the work order/ Bid Document so that the business of the Purchaser is not affected.
- The Successful Bidder shall provide all such information as may reasonably be necessary to affect as seamless a handover as practicable in the circumstances to Purchaser / replacement Agency and which the Successful Bidder has in its possession or control at any time during the exit management period.
- All information (including but not limited to documents, records and agreements) in digital and/ or paper form relating to the services reasonably necessary to enable Purchaser and its nominated agencies to carry out due diligence in order to transition the provision of the Services to Purchaser or its nominated agencies, must be maintained by the Successful Bidder from commencement of the services.
- The Purchaser will issue a written sign-off after the successful transition from the Successful Bidder. Successful Bidder shall not delete any content till such a written sign-off is provided by the Purchaser along with an explicit request to delete/ remove the content.
- The Successful Bidder will be paid only for the services rendered until the services are being rendered by the Successful Bidder. If the sign-off is

provided before the exit management period is over, the applicable charges will only be paid until the sign-off.

- The payment for the final month invoice along with any applicable exit management service costs will be paid only on the written sign-off from the Client.

Force Majeure

- **“Force Majeure”** means an event beyond the control of the Successful Bidder and not involving his fault or negligence which are unforeseeable, restricted to, act of wars, riots or natural calamities.
- If a Force Majeure situation arises, the Successful Bidder shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Successful Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- The Successful Bidder shall not be liable for forfeiture of its Security Deposit or termination of contract for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

Resolution of Disputes

If any dispute arises between parties, then these would be resolved in following ways:

- **Amicable Settlement:** Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 10 days after receipt. If that party fails to respond within 10 days, or the dispute cannot be amicably settled within 30 days following the response of that party, then the same would be referred for arbitration.
- **Arbitration:** In case dispute arising between the parties, which has not been settled amicably as stated above, the aggrieved party shall refer the

dispute for Arbitration under Arbitration and Conciliation Act, 1996 i.e. to Principal Secretary (Sports & Youth Affairs). The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

- Arbitration proceedings will be held at Patiala.
- The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be borne equally by Purchaser and the “Successful bidder”. However, the expenses incurred by each party in connection with the preparation, presentation and litigation shall be borne by the party itself.

Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Patiala, Punjab only.

Section 8: Penalties

Sr. No.	Issue	Criticality	Resolution Time	Penalty (per each milestone delay)
1.	The successful Bidder needs to deliver 100% milestone as per the time schedule shared in the Payment terms section.	High	As per the time schedule	No penalty
			Delay by 1 week	Rs 5000
			Delay by 2 weeks	Rs 10,000
			Delay by 3 weeks	Rs 25,000
			More than 4 weeks	To be treated as Termination of Contract with forfeiture of EMD

1. If the Successful Bidder uses the brand/name of the Purchaser for any other commercial purpose without its permission, Successful bidder will be liable to pay the penalties imposed by the Purchaser. Penalty will be decided by the Purchaser in this case.

2. If the Successful bidder after taking up the work, leaves it incomplete/ delayed due to any reason, the successful bidder would have to pay 2 times the cost of the total contract value to the Purchaser. In case of failure, purchaser shall be at liberty to initiate legal proceedings on the successful bidder.
3. In case Successful bidder is found sharing of the data with anyone without the permission of the Purchaser, purchaser shall be at liberty to impose penalty or initiate legal proceedings on the successful bidder. Penalty will be decided by the Purchaser in this case.
4. If in the opinion of the purchaser, any work done or supply made or service rendered by the successful bidder is deficient in any manner in comparison to the prescribed standards, purchaser shall be at liberty to impose penalty on the successful bidder. The Purchaser shall decide on the penalty to be imposed on the violation/ non-adherence to the service levels.
5. In case any pre-approved resource/personnel is changed during the course of engagement, prior approval of the Purchaser is required before his deployment in the project. Any changed without intimation to the Purchaser and approval by the purchaser will lead to a penalty of Rs. 50,000 per change/ resource.
6. Failure to handover the designs, source code or any material or documentation (SRS, FRS, Wireframes etc.) related to this project on demand of the Purchaser will lead to a penalty of Rs. 1,00,000. In case of failure, purchaser shall be at liberty to initiate legal proceedings on the successful bidder.
7. If the selected bidder doesn't resolve/ address the issues related to website as mentioned by the purchaser, purchaser shall be at liberty to impose penalty or take legal action on the successful bidder. The Purchaser shall decide on the penalty to be imposed on the violation/ non-adherence to the service levels.

Note: Purchaser reserves the right to give grace period in case of delay to the selected bidder only and only if he submits cogent reasons for the same which are acceptable by the Purchaser. Purchaser also reserves the right to remove any penalty for the successful bidder, if reasons cited is deemed fit.

Section 9: Annexures

A. Self-Declaration on not being blacklisted On company Letter head

Date: XX/XX/XXXX

To,

The Registrar,
The Maharaja Bhupinder Singh Punjab Sports University
Patiala, Punjab

Subject: Declaration on not being blacklisted by any State/Central Government department, nationalized banks, PSUs, agency, corporation, urban local body, or Quasi Government agencies of PSU

Dear Sir,

I/We hereby declare that as of date, (Name of the firm/company) is not blacklisted by any state/central /Local Government or quasi-government entity, department, nationalized banks, PSUs agency, corporation, body, or PSU in India for breach of any applicable law or violation of regulatory prescriptions or breach of Agreement/Contract.

Sincerely Yours,

(Signature of Authorized Signatory)

Name:

Title:

B. General Information of the Bidders
On company Letter head

General Information			
Details of the Bidder			
Name			
Address			
Telephone			
Email		Website	
Details of Authorized person/representative of the bidder			
Name		Designation	
Address			
Mobile Number (s)		Landline Number (with extension if any)	
Email			

Dated:

Place:

firm)

Signed and Sealed:
 (Authorized representative of the

Please Note: All Fields are to be mandatory filled & should not be altered or left blank

C. Self-Declaration

On company Letter head

Date: XX/XX/XXXX

To,

The Registrar,
The Maharaja Bhupinder Singh Punjab Sports University
Patiala, Punjab

Subject: Declaration on neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement or have had any agreement terminated for breach.

Dear Sir,

I/We hereby declare that as of date, (Name of the firm/company) is neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement or have had any agreement terminated for breach.

Sincerely Yours,

(Signature of Authorized Signatory)

Name:

Title:

D. Bidders Authorization Certificate
On company Letter head

Date: XX/XX/XXXX

To,

The Registrar,
The Maharaja Bhupinder Singh Punjab Sports University
Patiala, Punjab

Subject: Authorization Certificate

Dear Sir,

<Name> ----- <Designation>-----
----- is hereby authorized to sign & stamp relevant documents on behalf of
the <Company> in dealing with this Bid Document < No. and Date>-----
----- . He is also authorized to attend meetings and submit
Technical and Commercial information as may be required by you in the
course of processing above said tender.

Thanking you,

Authorized Signatory (s) of the Company	Signature of the person authorized by the bidder
<Name>	<Name>
<Designation>	<Designation>
<Seal>	<Seal>

E. Declaration for Complete Responsibility
On company Letter head

Date: XX/XX/XXXX

To,

The Registrar,
The Maharaja Bhupinder Singh Punjab Sports University
Patiala, Punjab

Subject: Self Declaration for Complete Responsibility

Dear Sir,

I, _____ authorized _____ representative _____ of _____ Bidder
_____ for the purpose of bidding for
“Selection of Implementing Agency for Study, Design, Development,
Implementation, Operation & Maintenance of IT Solution”. I, hereby solemnly
affirm that we shall be solely liable and responsible for the completion and
execution of the project in all respects.

In the event of any change/deviation from the factual information/declaration
Purchaser reserves the right to terminate the contract without any
compensation to the Implementing Agency.

Signed & sealed: (Authorized representative of the firm)

Place:

F. Declaration for Source Code and Intellectual Property Rights
On company Letter head

Date: XX/XX/XXXX

To,

The Registrar,
The Maharaja Bhupinder Singh Punjab Sports University
Patiala, Punjab

Subject: Self Declaration for Source Code and Intellectual Property Rights

Dear Sir,

I, authorized representative of _____, hereby solemnly affirm to the IPR and Source Code rights as defined in this Bid document.

In the event of any change/deviation from the factual information/declaration Purchaser reserves the right to terminate the contract without any compensation to the Implementing Agency.

Signed & sealed: (Authorized representative of the firm)

Place: