



**TENDER NO:**

**Bid Document**

Request for Proposal (RFP)

for

Revamping, Redesigning, Development and Maintenance of NCCF website (Multilingual) presently hosted at <https://nccf-india.com/>

- |       |  |   |            |
|-------|--|---|------------|
| (i)   | Issue of Bids  | : | 11/12/2023 |
| (ii)  | Last Date for Submission of Bids<br>Time: 1500 Hours (IST) | : | 21/12/2023 |
| (iii) | Date of Opening of Bid<br>Time: 1630 Hours (IST)           | : | 21/12/2023 |

Cost of Document: Rs 500/-

**NATIONAL COOPERATIVE CONSUMER FEDERATION OF INDIA LIMITED**

**3, Siri Institutional Area,**

**August Karanti Marg,**

**Hauz Khas,**

**New Delhi - 110016**

**Important Notice:**

1. An incomplete and/or ambiguous and/or late response is liable to be ignored/ summarily rejected.
2. The bidder must attest with seal the original bid document as an acceptance of the RFP terms and conditions and submit the same along with the technical bid. In case of non-compliance the bid is liable to be ignored/ summarily rejected.
3. NCCF reserves the complete right to cancel the bid process and reject any or all of the bids.
4. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between NCCF and the successful bidder
5. Bidders can also download this bid document from the NCCF web site viz. <https://nccf-india.com/>

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## CHAPTER 1 INTRODUCTION

National cooperative consumer federation of India Ltd. (“NCCF”) was established on 16th October, 1965 to function as the apex body of consumer cooperatives in the country. It is registered under the Multi-State Co-operative Societies Act, 2002. It operates through a network of 24 Branch Offices located in different parts of the country.

### Intent of the specification

It is intended to revamp and redesign NCCF website into a dynamic website at par with other progressive organizations for a speedy and effective means for dissemination of information, interaction with power sector utilities and for delivery of services to citizens. The website is to be given complete new look & feel which should be more attractive and user friendly with new enhanced features.

### Objectives:

- The main objective of website would be to provide accurate and reliable information, improved electronic delivery of services to other organizations or citizens in an attractive & user friendly manner.
- The Website should be in pursuit of excellence and quality, should be easy to navigate, and should be properly secured from any untoward activity.
- The access to the contents should be logical and intuitive and information should be available in minimum number of clicks.
- To ensure compliance with “Guidelines for Indian Government Websites (GIGW)” and should be compatible with the international standard for physically challenged persons.
- To integrate easy to use content management system for easily managing overall content of the website. Adding new information or removing existing/old information should be simple.
- To restructure content of the website to make it disabled friendly so that information is easily accessible to them.
- To make site accessible on all platforms like desktops, laptops, tablets, mobile phones, other hand held devices, disabled specific devices etc.
- To get security certificate from 3<sup>rd</sup> party cert-in empanelled security auditor.
- To enable the website to serve as a single repository for all information.
- The information shall be easily searchable on the site and the website should be optimized and scalable with capability to handle increased volume of data and visitors.
  
- The website should be in conformity with all the applicable laws, including the applicable rules and regulations.

### 1.1 Invitation for the Bids

Sealed bids in two parts, Part-I: Documents named as “Eligibility Criteria” and Part-II : Financial Bid, are invited for Revamping, Redesigning, Development and Maintenance of NCCF website (Multilingual) presently hosted at <https://nccf-india.com/>.

### 1.2 The major responsibilities of the bidder shall include:

- a) Designing of at least five alternate websites (home page and two inner pages) as per NCCF requirements. NCCF will select the alternative or a mix of samples which will then be used for further development of the website.
- b) Development of the website including dynamic web content as per NCCF requirements.
- c) Uploading of the website on NCCF and show it to NCCF. The successful bidder shall be responsible of all co-ordination and logistics.

- d) On-Site Comprehensive Maintenance of the website for a period of One year from the date of successful commissioning and acceptance.
  - a. Note:
    - i. Maintenance will cover minor modifications in the successfully accepted website.
    - ii. Any new additions shall be payable by NCCF on pro-rata basis as per the quoted prices by the bidder in their price schedule.
- e) Providing a Content Management Interface to NCCF for routine maintenance.
- f) To restructure content of the website to make it disabled friendly so that information is easily accessible to them
- g) In addition to the above, the following services are to be provided:
  - 1) Re-designing the website including new home page making it easy to understand and navigate. Front-end website shall be designed and developed in a visually rich and appealing format.
  - 2) Advise, design and develop a page layout on the best theme that is suitable for NCCF, the look and feel of the same to be used throughout the site as required by NCCF.
  - 3) Design the navigation scheme in co-ordination with NCCF with minimum clicks/ depth.
  - 4) Edit, optimize and incorporate content in the form of text, photographs, images and videos etc provided by NCCF into the website.
  - 5) Optimize the website for search engine positioning using keywords relevant to NCCF stakeholders including present and prospective customers.
  - 6) Create a Newsletter & events sign up page that pops under home page when it is first loaded in a visitor's Browser.
  - 7) The standard page designs will include a Home Page, Sub-Heading (Topic heading) page, a "standard" page for display of content, and a Gallery page. Additional page designs may be included as needed based on themes introduced in template designs, including the Contact Form, Site Map, and Search Results pages.
  - 8) Buttons and navigation graphics will be standardized for all pages, where appropriate for the design.
  - 9) Software tools for secure reception of submitted form information.
  - 10) Internet interface pages ("Web page interface") for management permitting management of page contents from any web browser without programming. Designing a Content Management System (CMS) tool on a WYSIWYG model with Role-based CMS control
  - 11) All pages will be indexed for full-text searches to the Search Results page.
  - 12) Provide technical support after the website is online.
  - 13) Data migration from existing system to new system.
  - 14) Should be connected with Google/Yahoo maps to enable search for ZOs/POs and sort option for scheduled events.
  - 15) Site should be search engine friendly.

- 16) Site should be Multilingual with 13 Languages.
- 17) Managing and maintaining the system during the period of the contract.
- 18) Migration of existing content to new design and structure in Multi lingual (at least 13 languages) .

h) **Note:**

- a. A more detailed scope of work is provided below however the major responsibilities as specified in clause 1.2 above and scope as given below are indicative only and are not exhaustive in any manner.
- b. The bidder should use its own equipment/ products etc for design, development and maintenance activity. NCCF will not provide/ extend any software/ hardware support on this account.
- c. NCCF reserves the right to procure optional items/ services, if required at its sole discretion during initial award or subsequently during the maintenance period.
- d. NCCF reserves its right to alter, add and modify the responsibilities of the bidder, if the need arises.

### 1.3 Scope of Work

1. Redesigning and Revamping the existing website with corporate theme design following the latest web trends along with migration of existing pages in Multilingual.
2. Restructure overall content with proper tagging to make them screen reader friendly. There will be separate sections for:
  - Financial results/ reports
  - NCCF Services
  - FAQs
  - IPO
  - EMI/Bookmark
  - Citizen Charter
  - etc

#### 3. **Browser Independent Website Structure**

Ensure Compatibility with all Internet browsers like Internet Explorer, Mozilla Firefox and smart mobile phones etc. It should be ensured that the website works flawlessly across different web browsers. It should test new website on Internet Explorer 6.0 onwards, Mozilla Firefox 3.6 onwards, Chrome and one Macintosh Browser for ensuring browser independent structure.

#### 4. **Develop Resolution independent website design structure**

It must be ensured that the website adjusts itself automatically as per the screen resolution of the website visitors for example 1024\*768, 1200\*800 etc. Resolution independent website will automatically expand/compress itself as per the screen resolution and hence there should not be any vertical scroll in the website structure.

#### 5. **Home page restructuring**

Structure homepage content should give direct access to most sought-after / important information through the home page itself to improve the ease of use of the website.

#### 6. **Dynamic Content Management System (CMS) Features**

User department should have following features for making changes in the website content:

- a. Dynamic menus: Menus and submenus should be created based on the page-tree as pages are added and subtracted. These should be styled entirely through CSS. If required

menu items should have conditional states (i.e., the menu item can be styled differently if it is the first item, if it is an even-numbered item, or if it is the last item, etc.)

- b. Multi-language Support: Content Multilingual languages shall be managed from the same control panel. Administrator may be able to add content for both the languages from the same page.
- c. Audit Trail: Administrators should have access to one log in the backend or individual logs on each page where he can view changes that have been made to the database.
- d. User Privileges: An administrator can grant as little or as much control to content editors or groups as needed.
- e. Metadata Insertion: should be inserted for each page or globally, and for different languages.
- f. Search Engine Friendly URL"s: A rewrite engine is software that modifies a web URL's appearance (URL rewriting). Rewritten URLs (sometimes known as short, fancy URLs, or search engine friendly - SEF) should be used to provide shorter and more relevant looking links to web pages
- g. Rich Text Editor: Multiple RTEs with Microsoft word like icons support for Mac/safari and Mozilla Firefox on all platforms; WYSIWYG editors for highly configurable buttons and CSS styles can be added and removed.
- h. CSS Styled Content: All aspects of the core functionality should be styled on the website. Most extensions should be styled through CSS
- i. Online Administration: All administration to be handled online via a current web browser  
Minimal Training Required: Editing content should be as easy as editing in Microsoft word. Menu links should be automatically generated as an editor adds pages and most content elements features wizards for further ease of use.
- j. Site Map: A hierarchical visual model of the pages of a Web site. Site maps should help users navigate through a Web site that have more than one page by showing the user a diagram of the entire site's contents
- k. System should record changes made by a specific user. The CMS Security Model should document changes made to a specific section and should also document details including time, date, user and section of the site modified.
- l. Spell Check-: Administrator should have the ability to run a spell checker on a content included in online thoughts. It should identify misspelled words and offer suggestions

#### **7. Tender Notices**

- This should help user department in publishing Tender Notices, Tender Documents and related corrigendum on the website.
- This should allow Administrator or authorized staff to Add/Edit/Delete Notices for Tenders • Tenders should have expiry date and after expiry date it shall move to archives.
- Shall also allow Admin or Authorized staff to add documents to existing Tenders.

#### **8. Multilingual Management Development**

- a) Develop the website in Multilingual and shall be Unicode compliant.
- b) The front-end website as well as the backend administrator panel shall be made compliant to handle the Bi-lingual requirements.
- c) Front-end Web Portal should have all the content including dynamic & static text in both the languages.
- d) Administrator should be allowed to enter content for all the CMS Pages separately in Hindi.

#### **9. Archives Management**

- a) It should be ensured that the expired contents are automatically removed from the main website.
- b) There should be an Auto Archival System available on the Website, which shall transfer the expired content in archives section as soon as it shall reach expiry date.
- c) Archived Data should be available in each page along with search option to search data between 2 given dates.

#### **10. News & Announcements**

- a) To Publish Latest News & Announcements on the website

- b) Administrator should be able to View/Add/Edit/Delete News/Press Releases by adding News Titles and Details through WYSIWYG editor

#### **11. Site Search**

- a) Site search shall allow users to do keyword search in site.
- b) It shall lead to links of all the pages in which keyword is found on the search result page.
- c) **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 link the content should be displayed.

#### **12. Employment/Vacancy/Recruitment Notices**

- a) To Publish Employment Notices on the website.
- b) Administrator should be able to View/Add/Edit/Delete notices by adding Title and Details through WYSIWYG editor

#### **13. Photo gallery / Media Gallery**

An advanced Photo gallery should be developed to allow user department to publish best quality photos in the website. Some of the unique features of Photo gallery should be:

- a) To allow uploading of Image Name, Image, Image Description and Meta tags for each image.
- b) Should have facility to view/add/edit/delete Images in JPEG, GIF and SWF format etc.
- c) Should be accessible across all browser types, and on all different resolutions
- d) **Press Release:** All press releases from NCCF should be listed under this section.
- e) **Photo Gallery:** Event-wise photographs should be listed under this section. Each photograph would have a brief description. All photographs would be listed in thumbnail (small) size and on clicking on the photograph it should be opened in a new window with original size.
- f) **Events Calendar:** List along with details of all forthcoming events should be mentioned under this section. When the date of event passes on the event should automatically be moved to archives section under Events.

#### **14. Content Integration**

The content of the existing website shall be integrated to newly designed website. It should integrate the existing site content into the new website structure and should get approved from user's assigned representative to ensure correctness.

#### **15. Feedback Management**

- a) This shall be interactive and shall help user department in collecting feedback from website visitors.
- b) To develop an online form for collecting feedback from website visitors.
- c) The feedback can be a general feedback, feedback on content and department/section specific feedback.
- d) All the feedback data should be emailed to the designated officer's email ID.
- e) A copy of all the feedbacks received should be stored in Website Database on the server for subsequent review by the administrator
- f) Create a Contact Us page incorporating a form.

#### **16. Website Statistics**

- a) To help user department in analysing the popularity of the website and visitor's behaviour pattern on the website.
- b) To facilitate the administrator to view website hits.
- c) The administrator should be able to view hits separately for various languages.
- d) To facilitate to filter hits based on particular date range.
- e) Separate login for administrator to view online members, number of hits in day/ month, search engines, keywords used by engine, repeat and unique visitors, navigation paths, visitor's countries, etc.



## 17. Search Engine Optimization

This feature should ensure that website is registered in Public Search Engines on appropriate keywords and is displaying the correct information in search description. Following is to ensure appropriate search engine results:

- a) Integrate Page title, Meta description & Meta keywords for all web pages.
- b) Sitemap xml creation
- c) Robot.txt file creation
- d) The website should support automated search engine submission
- e) Manually submit website to top 4 search engines including Google, Bing, Yahoo & Live
- f) Create a Site Index to maximize search engine positioning for the website.

## 18. Security Auditing from Cert-in empanelled auditor

You shall provide security clearance certificate from Cert-in empanelled 3<sup>rd</sup> party auditor to address this requirement. You shall handle the entire process related to obtaining this certificate.

19. Support for Enterprise newsletters and email updates about latest events of NCCF.

20. Support for FAQ

## 21. DESIGN AND BRAND RECOGNITION:

- a) Professional Graphic Design of website should be load quickly and a pleasure to look at.
- b) Overall design concept for the website, optimized in terms of brand identity, accessibility, usability and content distribution. Thus, the following will be taken into consideration when designing and developing NCCF's website:
  - **Successful bidder will submit at least five design options.** Successful bidder will respond to NCCF's feedback and refine the design (s) that NCCF will prefer.
  - Bidder should use CSS based design approach, Clear and appropriate graphics, W3C compatible coding style while designing the web pages.
  - Design will be fully optimized to 1024/768 and 800/600 – screen resolution compatible
  - Colors and images will be chosen according to NCCF's requirements.
  - The logo of NCCF will be present on the homepage and visible at all times during a person's visit.
  - There will be promotional areas on the homepage, which will accentuate NCCF's business, and user visitors to explore the inner pages of site.
  - The site should include following navigation strategies:
  - Menu system as primary navigation method of the site that is always displayed on each page.
  - Each section must have a main page where visitors can navigate to the sub items under the sections, but still be able to get back on any of the other main section home pages.
  - Customized title header, navigation bars & buttons;
  - Intuitive navigation to help inexperienced users browse the site
  - Clean, clear and concise layout of all copy
  - Creative flash animated punch lines or banner
  - Search engine friendly design
  - Flexibility to add new minor specifications at no charge

## 22. Project Plan:

Successful bidder will submit the detailed project plan document in kickoff meeting of project which will include but not limited to technical specifications of website, functional specifications of website, project lifecycle details, workflow, links, navigation, architecture and structure of website, five design options, other services and facilities provided etc.

23. **Miscellaneous:**

- a) Where-ever possible move information out of PDF format to HTML or database driven
- b) Management console to control display of information in various sections of site
- c) Information under section like “Organizational Setup” and many more to be moved away from PDF formation to good presentable HTML format.
- d) Contact List of NCCF to be HTML format and easily searchable
- e) Announcements, updating of information, management profiles, contact information, etc in multilingual switch options.
- g) The website developed must be uploaded on the web server at NIC after getting approval from NCCF.
- h) The website developed must be tested and acceptable to NCCF with mirrored backup at NCCF.
- i) **The Website should display the logo of NCCF.** The mission vision, organizational set up of NCCF and functional map of the organization with sufficient clarity should be displayed on the Website. It should also have comprehensive and complete list of attached subordinate offices.
- j) The Website should also have the following content structure:
  - a) Information about, all schemes and products
  - b) Financial reports, results etc.
  - c) Budgetary Information like Plan, Schemes, Programmes and Project.
  - d) Services offered by the NCCF.
  - e) Publications and recruitment etc.
  - f) Interactive Feedback Mechanism
  - g) Current Events Calendar, Archives, Details of Personnel etc.
- k) What's new: This will be a dynamic section and will provide the users with latest reports, announcements and upcoming events. An admin module would enable the administrator upload and change the contents of the section as and when required.
- l) In addition, the website should also have following features:

Type of Work	Description of the Work
EMI Calculator	An EMI calculator will be designed to help borrowers to calculate their respective loan repayment amount (if required)
Bookmark Page	This is a facility to add NCCF website into ones list of favorites.
Citizens Charter	This is an additional feature to highlight the obligations and services of the NCCF.
Visitor Count	This feature is to count the nos. of hits on the website

- m) Links to the other website of power sector utilities and other related organizations.
- n) The website hit counter needs to be developed initially as per the scope of work with following features. These reports are to be submitted on monthly basis.
  - a) General Summary
  - b) Week of the month-wise hits of the website
  - c) Day of the week-wise hits of the website
  - d) List of top 20 query words sorted by the number of requests
  - e) List of top 5 browsers sorted by the number of requests
  - f) List of operating systems hitting the website sorted by the number of requests
- o) The website so developed is to be hosted in NIC server and the present NCCF's Server. The vendor should ensure that the website so developed should comply to the web / internet /network policy of NIC and clear the website audit before hosting of the website in NIC Server. Further, the website so developed should also comply with the relevant security policy of CERT-IN, Deptt. of IT, Govt. of India.

#### 1.4 Copyright and Trademarks

Successful bidder will handover the all the software and graphics to NCCF for the purpose of copyright and intellectual ownership. On the bottom of every page information regarding copyright should be displayed.

#### 1.5 Onetime onsite training

The bidder shall provide one time onsite full-time training of up to 7 days to user department to train them on the overall workflow of the developed solution and backend administration functions at New Delhi to understand the operation and technical aspects of the work. The bidder shall make all arrangements for providing training. The training should also cover software training on the tools/ technology used in details. The instructions and operations Manual should also be provided separately to NCCF. Training and course schedule will be decided mutually.

#### 1.6 One year technical support

The bidder shall provide one-year on-site technical support to address, analyze and fix any technical glitches within the existing features. The scope of technical support includes rectification of errors within the already developed solution.

#### 1.7 Assumptions & Dependencies

- a) Content (Hindi and English) shall be provided by NCCF. As far as possible the same will be in electronic form, however if required the agency will have to convert physical formats to electronic formats.
- b) Conversion of content (English to Hindi) shall be NCCF responsibility.
- c) For user responses/queries simple text based facilities to be provided for input Webmaster / Manager shall monitor and will have provision to forward the same to appropriate units through internal mail.
- d) Archive: The system shall need Date and Time stamping of all Data entered through Admin in different sections of the Web Portal.

#### 1.8 Indicative Schedule

The bidder is required to stick to the agreed upon time-schedule given below as time is of the essence.

**TABLE – I: Major Activities**

S NO	Milestone	Deliverables (Incremental Weeks)
1	Placement of Purchase Order	T*
2	Designing and Submission of at least five alternatives Wireframe designs	T + 3
3	Approval of wireframe and any changes/ modifications thereof	T + 4
4	Development of web site	T+ 12
5	Quality Assurance and 3 <sup>rd</sup> Party Security Audit with bug fixing	T + 14
6	Deployment & pilot run	T + 15
7	Uploading & Hosting and Handover to NCCF	T +16
8	Annual Maintenance of website	52 weeks from successful execution of s. no. 7 above

\*T will remain constant, deliverables for subsequent milestone will work parallel

**1.9 Resolution Service Level Agreement (SLA) during AMC:** The reported issue will be classified as High / Medium / Low by NCCF

- **High level issue:** to be attended and resolved with-in 08 working hours from the time of reporting
- **Medium level issue:** to be attended and resolved with-in 16 working hours from the time of reporting
- **Low level issue:** to be attended and resolved with-in 24 working hours from the time of reporting
- **Any Failure to resolve the issue within stipulated time will render the vendor liable for levy of liquidated damages @Rs 100/- per working hour subject to a maximum of Rs 10,000/- for high level issue/ Rs 5,000/- for medium level issue / Rs 2,000/- for low level issue. The liquidated damages, if any, shall be deductible from the quarterly payment during annual maintenance period. For all calculation a working hour means (This clause to be completed)**

#### 1.10 Eligibility Criteria/ Pre-qualification

- a) The bidder should have been in operations for a period of at least 3 years as on last date of bid submission.
- b) The bidder shall be the single point of contact for NCCF and shall be solely responsible for all warranties, upgrades and guarantees etc. offered by the OEM etc. Attach an undertaking to this effect.
- c) The bidder's annual sales turnover at least an average value of Rs 5 Lac (Rupees Five Lac Only) during the last three years. The turnover refers to a company and not the composite turnover of its subsidiaries / sister concerns etc.
- d) The bidder should have developed at least one hosted dynamic website with ASP/PHP technologies and backend database like MySQL/MS-SQL Server/Oracle during the last three years. The bidder should provide the URLs of the past work on their letterhead.
- e) Bidder should submit valid documentary proof of GST and the details of income tax registration number (PAN).
- f) The bidder must fulfill the above eligibility criteria/ pre-qualification conditions for evaluation of their bids. Bids of the bidders not fulfilling the eligibility/ pre-qualification conditions given above are liable to be rejected. Undertaking for subsequent submission of any of the above documents will not be entertained under any circumstances.
- g) The bidder has to provide authenticated supporting documents in respect of the eligibility criteria under this clause.
- h) NCCF reserves the right to verify/confirm all original documentary evidence submitted by the bidder in support of above mentioned clauses of eligibility criteria, failure to produce the same within the period as and when required and notified in writing by NCCF shall result in summary rejection of the bid and/or termination of the contract with imposition of the contract clauses on the bidder by the NCCF on the award of the contract and/or the contract period extended or otherwise provided that the bidder is the successful bidder and has been awarded the contract as per the terms and conditions laid out in this tender. **(Clause needs clarity)**

1.11 Eligibility Criteria Documents, Financial Bid should be put in separate envelopes duly sealed. The content on the envelope, tender number, bidder's name & address should be clearly marked on the top

of the sealed envelopes. All the envelopes thus prepared shall be put in a single sealed envelope clearly mentioning the tender number, bidder's name & address on the top of the sealed envelope.

- 1.12 The bids complete in all respects addressed to the In-charge(P&A), NCCF, should be submitted at the NCCF Head Office at the following address latest by 1500 hours (IST) on 21/12/2023 (**Please ensure that the date of submission of bid is uniform in the entire document**). NCCF does not own any liability if the bid is submitted somewhere else and not reached to the addressee within due date and time.

National Cooperative consumer federation Ltd.,  
3, Siri Institutional Area,  
August Karanti Marg,  
Hauz Khas,  
New Delhi - 110016

- 1.13 The "Part 1" as specified in clause 1.1 above will be opened in the Head office of NCCF, 3, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi – 110016 on the same day (last date of submission of the Bid) i.e. 21/12/2023 at 1530 hours (IST) in the presence of bidders and/or their authorized representatives who choose to be present.

- 1.14 NCCF reserves the right to waive any irregularities, accept or reject the whole, accept or reject part of any or all bids at its sole discretion without assigning any reason whatsoever.

#### 1.15 **DISCLAIMER**

The information contained in this bid document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of NCCF or any of their employees is provided to Bidder(s) on the terms and conditions set out in this document and such other terms and conditions subject to which such information is provided.

By acceptance of this tender document, the bidder further agrees that this tender document may not be distributed, reproduced or used for any other purpose than the tender document objective. The bidder agrees that it will cause its directors, Partners, officers, employees and representatives and any other parties who provide services to NCCF to use the tender document for the purposes in the manner stated above.

NCCF does not make any representation or warranty expressed or implied, as to the accuracy, authenticity, timeliness and/or completeness of the information contained in this tender document. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this tender document. NCCF accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this tender document.

NCCF may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this tender document. The issue of this tender document does not imply that NCCF is bound to select a Bidder and NCCF reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

#### 1.16 **INTERPRETATION:**

- a) In this Tender Document, unless the context otherwise requires,
- b) For the purpose of this Tender Document, where the context so admits, (i) the singular shall be deemed to include the plural and vice-versa, and (ii) masculine gender shall be deemed to include the feminine gender and vice-versa.

- c) References to a “*person*” if any shall, where the context so admits, include references to natural persons, partnership firms, companies, bodies corporate and associations, whether incorporated or not or any other organization or entity including any governmental or political subdivision, ministry, department or agency thereof;
- d) References to Clauses, Recitals or Schedules are references to clauses and recitals of and schedules to the Contract and the Tender Document. The Schedules, annexure and addendums shall form an integral part of this Contract.
- e) Any reference herein to a statutory provision shall include such provision, as is in force for the time being and as from time to time, amended or re-enacted in so far as such amendment or re-enactment is capable of applying to any transactions covered by this Contract. Any references to an enactment include references to any subordinate legislation made under that enactment and any amendment to, or replacement of, that enactment or subordinate legislation. Any references to a rule or procedure include references to any amendment or replacement of that rule or procedure.
- f) The headings and sub-headings are inserted for convenience only and shall not affect the construction and interpretation of this Tender Document. References to the word “include” and “including” shall be construed without limitation. Any reference to day shall mean a reference to a calendar day including Saturday and Sunday.

#### **1.17 DUE DILIGENCE**

The Bidder is expected to and shall be deemed to have examined all instructions, forms, terms and specifications in this Tender Document. The Bid should be precise, complete and in the prescribed format as per the requirement of the Tender Document. Failure to furnish all information required by the Tender Document or submission of a bid not responsive to the Tender Document in every respect will be at the Bidder's risk and may result in rejection of the bid. NCCF shall at its sole discretion be entitled to determine the adequacy / sufficiency of the information provided by the Bidder.

## CHAPTER 2

### INSTRUCTIONS TO BIDDERS

#### 2.1 Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of its bid, and NCCF will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the bidding process.

#### 2.2 The Tender Document

The bidder is expected and deemed to have read, examined/ perused, complied/ agreed to all instructions, forms, terms and specifications etc. in the tender document while bidding. Failure to furnish all information required and/or False/Incorrect information and/or ambiguous/ irrelevant information and/or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

#### 2.3 Changes in the Tender Document

At any time, prior to the deadline for submission of Bids, NCCF, may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum.

In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, NCCF shall publish such modification or clarification forthwith.

In case, a clarification or modification is issued to the bidding document, NCCF may, prior to the last date for submissions of bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their bids.

Any bidder, who has submitted his bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of bids, when changes are made to the bidding document by NCCF, provided that the last bid submitted or the bid as modified by the bidder shall be considered for evaluation.

#### 2.3 Preparation of Bids

a) The bids are to be submitted in two separate sealed envelopes

a. Part-I: Envelop One Should Contain two separately sealed envelopes :

i. EMD (along with bid document cost, if applicable) sealed separately and super scribed/ marked with words "EMD" on the envelope.

ii. Eligibility/ Pre-Qualification Criteria Document sealed separately and super scribed/ marked with words "Eligibility/ Pre-qualification Criteria" on the envelope.

b) Part -II: Envelop Two Should Contain :

i. Financial Bid sealed separately and super scribed/ marked with words "Financial Bid" on the envelope.

c) The content on the envelope, tender number, bidder's name & address should be clearly marked on the top of the sealed envelopes.

- d) All pages of the bid being submitted must be signed and sequentially numbered by the authorized signatory of the bidder (indicating the acceptance of all terms and conditions), irrespective of the nature of the content of the page in the format: "Current page no./total no. of pages". Unsigned and Unstamped bids are liable to be rejected.
- e) The bid should be properly indexed and with proper binding as one volume, it should not comprise of loose papers, in case of a failure to abide by the same, the bid is liable to be rejected.
- f) The outer envelope containing EMD, Eligibility Criteria Document, Technical Bid and Financial Bid shall be addressed to The In-charge(P&A), NCCF, 3, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi – 110016 mentioning tender no. and date.
- g) All the outer and inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late or delayed.
- h) Telex, cable, e-mail, facsimile or unsealed bids etc. shall be rejected outright.

#### **2.4 Eligibility/ Pre-Qualification Criteria Documents**

The eligibility criteria documents as per clause in chapter 1 must be submitted along with the Bid. Bid without these documents will be outrightly rejected.

#### **2.5 Financial Bid:**

- a. The financial bid shall comprise of:
  - I. The Financial Bid Form: Annexure - C
  - II. The Price Schedule: Annexure - D
- b. The financial bid shall indicate the Unit prices for the equipment/ systems/ product and/or services, it proposes to provide under the contract.
- c. Quoted prices should be firm and inclusive of all applicable taxes, duties, levies etc and all other expenses related with the visits of the Vendor's personnel in connection with the performance of the contractual obligations by the Vendor.
- d. The Bidder has to quote rate for each item in the Price Schedule (Annexure D). The Bidder has also to give total cost wherever applicable. Offers not indicating item-wise rates, wherever applicable, are liable for disqualification.
- e. The bidder must note that NCCF will **not** provide Form-„D“/Form-„C“ etc.
- f. Prices quoted by the bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with any conditional price will be treated as non-responsive and shall be summarily rejected.
- g. All prices and other information like discount etc. having a bearing on the price shall be written both in figures and words in the prescribed offer form.
- h. If there is discrepancy between the price/information quoted in words and figures, whichever is the higher of the two shall be taken as bid price, However the purchase/ ordering shall be carried out on the lower of the two prices.



- i. During the validity of this bid or during the extended period, if any, if the bidder sells any system or sub-system of the same configuration to any other Department/Organization in India at a price lower than the fixed price for the Purchases, the bidder shall automatically pass on the benefits to the Purchaser, in case of a failure to pass on the reduced prices to NCCF within a maximum period of 30 days of such reduction as offered by the bidder to any other Department/ Organization the empanelment shall be cancelled. Further, the bidder shall be blacklisted by NCCF for indefinite or specific period of time at NCCF's discretion and the bidder's performance guarantee or any other payments (outstanding or future)/ guarantees shall be forfeited (including those payable/ revocable against any other work) by NCCF.
- j. Rates should be valid for a period of 90 days from the date of opening of technical Bids subject to the condition that the bids shall be deemed to be valid after 83 days from the date of opening of Bids till the bidder gives a minimum seven working days (as per NCCF/ Government of India notified official calendar) advance notice in writing through registered post for his bid withdrawal and if during the notice period the tender is finalized/ awarded the bidder shall be deemed to be a willful party to that and in case of a default EMD shall be forfeited and the bidder may be blacklisted from participating in and and/or all tenders of NCCF for such a period as decided by NCCF at its sole discretion.
- k. The selected bidder shall be empanelled with NCCF for a period of 12 (twelve) months from the date of successful acceptance of website offer i.e. during the Annual Maintenance period, which can be extended for a further period of one year. Rates quoted shall be valid for the period of empanelment and the extended period, if any.
- l. The prices shall be for delivery at desired destination/ locations across India.
- m. All costs and charges, related to the bid, shall be expressed in Indian Rupees only .

n.

**(NCCF TO INCORPORATE PROVISION REGARDING BID SECURITY)**

**2.7 Deadline for Submission of Bids**

- a. Bids must be received by NCCF at the address given in **Chapter - I** not later than the time and date specified on the cover page. In the event of the specified date for the submission of bids being declared a holiday for NCCF, the bids will be received upto the appointed time on the next working day.
- b. The NCCF may, at his discretion extend this deadline for submission of bids by amending the tender document, in which case all rights and obligations of the NCCF and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- c. Amendments to the Tender Document may be issued by NCCF at any time, prior to the deadline for submission of bids.
- d. From the date of issue, amendments to Tender Document shall be deemed to form an integral part of the Tender Document.

**2.8 Late and Delayed Bids**

Any bid received by NCCF after the deadline for submission of bids prescribed by the NCCF will be rejected and/or returned unopened to the bidder.

**2.9 Bid Opening and Evaluation**

NCCF will open the bids in the presence of bidders' representatives, who choose to attend, at the time, on the date and at the place specified in **Chapter - I**. The bidders' representatives

present there, shall sign a register evidencing their attendance. In the event of the specified date of the bid opening being declared a holiday for the NCCF, the bids shall be opened at the appointed time and location on the next working day.

## **2.10 Opening of Bids**

NCCF will open the EMD envelope (and bid document cost, if applicable), Eligibility Criteria document and in case the EMD and/or Eligibility/ Pre-Qualification Criteria Document(s) is/ are not found in order the bid is liable to be rejected.

## **2.11 Clarification of Bids**

- a. During evaluation of the bids, the NCCF may at its discretion, ask the Bidder for clarification of its bid and the same has to be provided within the time period minimum One day as specified by NCCF and in case of a default it will be deemed that bidder has no clarification to submit and the bid is liable to be evaluated and/or rejected accordingly. The request for clarification and the response shall be in writing and no change in clarification submission date, price or substance of the bid shall be sought, offered or permitted.
- b. No Bidder shall contact the NCCF on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the NCCF, it should be done in writing.
- c. Any effort by a Bidder to influence the NCCF in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid and NCCF will declare the firm ineligible, either indefinitely or for a stated period of time from participation in future tenders of NCCF.
- d. NCCF reserves the right to revise or alter the scope and/or specifications of the tender before acceptance of any bid but prior to opening of the financial bids. However, in such an eventuality, all the eligible/ per-qualified bidder(s) may be given an opportunity to consider such changes and revise their financial bid accordingly at their discretion, if found necessary. In case the specifications offered deviate from the specifications as described in this tender, the Bidder should describe unambiguously in what respect and to what extent the item offered by him differ from our specifications, even if the deviation is not very material.
- e. NCCF reserves the right to call for revised financial bid from the eligible/ pre-qualified at any time prior to opening of the financial bids with the original scope of work and/or specifications. The bidder may submit the revised financial bid or may adhere to its original financial bid submitted by him/her with in the NCCF stipulated time period. In case of non-submission of revised financial the bidder shall be deemed to have opted for adhering to its original financial bid. It may however be noted that in this particular case the revised financial bid if submitted by the bidder as requested by NCCF cannot be higher than the original financial bid submitted by the bidder for the total/ sub-total and/or individual line item price. In case of the revised financial bid being higher than the original financial bid the same shall be summarily rejected and shall not be considered for further financial evaluation.

## **2.12 Evaluation of Bid**

- a. NCCF will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive bid is one, which conforms to all specifications & terms and conditions of the Bidding Documents without material deviations.

- b. A bid determined as not substantially responsive may be rejected by the NCCF and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- c. NCCF and/or its other offices reserve the right to order any subset /superset of the tendered items.
- d. The evaluation committee may at its own discretion decide to call bidders to carry out presentations etc. within the stipulated time and/or carry out surprise inspection of bidder's manufacturing facilities and/or maintenance and support centre(s) to evaluate and ascertain the details as furnished by the bidder in its bid, the technical competence to perform the offered services, capabilities, available facilities and resources of the bidder for effective and efficient execution of the project.

### 2.13 Opening of Financial Bids

- a. NCCF will open the financial bids of only those bidders, which have been found to be eligible and qualified to undertake the job (including surprise visits/ testing benchmarking/ presentation etc, if any, as mentioned in the tender document).
- b. The Financial Bids of the qualified bidders shall be opened in the presence of their representatives, who choose to be present, on a specified date and time and Venue.
- c. The date and time of opening of financial bids shall be informed only to the qualified bidder.

### 2.14 Evaluation and Comparison of Bids

- a. The comparison shall be of all-inclusive price of goods, such price to include all costs as well as duties and taxes paid or payable.
- b. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between words and figures, whichever is the higher of the two shall be taken as bid price, but for the purpose of calculation of lowest bidder in case the bidder becomes lowest bidder, the lowest of the two shall be taken as the final price for the items at the time of issuing of Purchase Order.
- c. Bidders shall state their bid price for the payment schedule outlined in the tender Chapter – 3 **and as per the format given in Annexure D –“Price Schedule” only** and in case any changes/ amendments / addendums/ modifications are made by the bidder in the specified format given in Annexure – D – “ Price Schedule) the bid shall be outright and summarily rejected.
- d. Bids will be evaluated on the basis of **lowest quote (LQ1) for (Table – I) Grand Total as per the specified formulae. NCCF will calculate the Grand Total based on unit values and specified formulae, if any and accordingly LQ1 bidder will be determined.**
- e. The order shall be placed on LQ1 bidder and the LQ1 vendor will be empanelled with NCCF.
- f. The decision of NCCF arrived at, as per above will be final for empanelment and no representation of any kind shall be entertained.
- g. The selected bidder shall be empanelled with NCCF for a period of 12 (twelve) months from the date of successful acceptance of website offer i.e. during the Maintenance period, which can be extended for a further period of maximum One year. Rates quoted shall be valid for the period of empanelment and the extended period, if any.

- h. NCCF reserves the right to procure any other upgrade/ update the specifications of website or otherwise including any peripherals etc. from other sources at the discretion of NCCF.
- i. The vendor should not assign and/or sublet the empanelment or any part of it to any other agency in any form. Failure to do so shall result in termination of empanelment and forfeiture of security deposit/ performance guarantee etc.
- j. No deviations from these terms and conditions will be accepted. Any violation there off will lead to rejection of the bid and forfeiture of EMD/Security Deposit.

### **2.15 Language of Bids**

- a. All bids and supporting documentation shall be submitted in English and should be clear, free from jargons and ambiguous words or phrases requiring interpretation. Expressions like „subject to availability“, „subject to acceptance“, „to be provided later“ etc. shall not be accepted.
- b. Bidder should take care to avoid corrections/erasures in the tender offer. Corrections/erasures, if any, made in the tender have to be authenticated by signature or official seal of the tendering firm.
- c. Incomplete tenders, amendments and alterations to the tender received after opening and/or tenders submitted late are liable to be rejected.
- d. Printed terms and conditions, if any, of the Bidder will not be considered as forming part of the tender. In case any terms and conditions stipulated are not acceptable, the Bidder should clearly specify the deviation in his offer. Similarly, if any modifications to the schedule/proforma prescribed by NCCF is considered necessary, the Bidder should communicate the same by means of separate sheets and attach the same to the tender.

## **CHAPTER 3 GENERAL TERMS AND CONDITIONS OF THE CONTRACT**

### **3.1 Scope of Work**

The scope of work of this contract will include supply of equipment and all the services detailed in Chapter 1.

### **3.2 Terms Of Payment**

- a. No advance payment shall be made.
- b. Payments shall be subject to deductions of any amount for which the Vendor is liable under the agreement against this contract. Further, all payments shall be made subjects to deduction of TDS (Tax deduction at Source ) as per the prevailing income- Tax Act and any other taxes as on the date of invoice submission and/or payment date, whichever is higher.
- c. All Payments shall be made in Indian Rupees only.
- d. 70 % payment on successful acceptance and uploading/ hosting of the and on submission of 10% of the purchase order value as bank guarantee as per Annexure –E valid for a period of three months after warranty maintenance.
- e. Balance amount of 30% shall be released on quarterly basis at the rate of 7.5% of quoted rate on successful completion of work during the quarter for which payment is due.
- f. The question that the works in the contract have been successfully completed in the terms of the contract, shall be decided by the Managing Director, NCCF and/or his representative and/or any higher authorities and his decision in this respect shall be final and binding on the bidder.

- g. All relevant proof of delivery duly signed by the concerned officer at NCCF various offices, Bank Guarantee, Performance Guarantee etc. to be submitted by the Vendor for processing payment.

### **3.3 PENALTY FOR DELAYS**

- a. Time is essence of the contract. The successful bidder must supply, install, test and commission all the components of the website as per the schedule specified in Chapter I. Failure to supply or commission all or some of the equipment(s) on or before the stipulated date will entail a penalty equal to 1% of the value of contracted price per week subject to maximum of 10% of total contract value. Payment of liquidated damages does not affect the successful bidder's liabilities.
- b. In addition to (a) above in the case of delay in compliance with the stipulated time period, NCCF will have the right to cancel the order & forfeit the EMD/ revoke the performance / any other bank guarantee etc.

### **3.4 Termination of Contract**

- a. NCCF may at any time terminate the contract, if the bidder is unable to provide the services as per the contract. In such cases, if any amount is due to the Bidder on account of the work executed by him, if payable, shall be paid to him only after due recoveries as per the provisions of the contract and after alternate arrangement to complete the work has been made at the Bidder's cost and risk.
- b. NCCF may at any time terminate the Contract by giving written notice to the selected Vendor, without compensation to the selected Vendor, if the selected Vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NCCF.
- c. NCCF may by written notice sent to the selected Vendor, terminate the purchase order and/or the Contract and/or empanelment, in whole or in part at any time of its convenience. The notice of termination shall specify that termination is for NCCF's convenience, the extent to which performance of work under the purchase order and /or the Contract is terminated, and the date upon which such termination becomes effective. NCCF reserves the right to elect :
  - i to have any portion completed at the purchase order and/or the Contract terms and prices; and/or
  - ii to cancel the remainder and pay to the selected Vendor an agreed amount for partially completed Services.
- d. In the event the Vendor's Company or the concerned Division of the company is taken over/bought over by another company, all the obligations under the agreement with NCCF, should be passed on the compliance by the new company new Division in the negotiation for their transfer.
- e. NCCF at its discretion may terminate the empanelment for any inordinate delay in supply, commissioning and/or maintenance of the equipment/ products.
- f. NCCF also reserves its right to terminate the contract for any other reason, by giving a notice of 15 days.

### **3.5 Governing Law, Disputes and Jurisdiction**

- a. If any claim, dispute or difference of any kind or nature whatsoever, arises between the NCCF and the selected bidder (“**Parties**”) out of or in connection with the interpretation of any of the provisions of the Contract and/ or the performance of any obligations whatsoever of this Contract, the party shall intimate the same to the other party by giving a written notice (“**Dispute Notice**”) to the other party containing the description of the claim/ dispute/ difference and the grounds for the same. Both the parties promptly and in good faith, shall endeavor and make all efforts to amicably settle the dispute withing 30 days of the receipt of the Dispute Notice by the other party.
- b. In the event the parties fail to resolve the claim/ dispute/ difference within 30 days of the receipt of the Dispute Notice by the other party, the same shall be resolved by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory amendment/ modification thereof. The Arbitration Tribunal shall consist of sole arbitrator to be appointed mutually by NCCF and the Selected bidder.
- c. The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties. The arbitrator will give the speaking and the reasoned Award. Notwithstanding any references to Arbitration, the parties shall continue to perform their respective work/obligation under the contract.
- d. Any legal proceedings in respect of any matters, claims or disputes under the contract shall be instituted before the appropriate courts in Delhi.

### **3.6 Corrupt or Fraudulent Practices**

- a. Bidders & Vendors shall observe the highest standard of ethics during the procurement and execution of the contract.
- b. NCCF will reject a proposal for award if it determines that the Bidder recommended for award is engaged in corrupt or fraudulent practices in competing for the contract in question.
- c. NCCF will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm was engaged in corrupt or fraudulent practices in competing for this bid, or in executing the contract.

### **3.7 Indemnity Clause**

- a. The firm should sign an indemnity bond to safeguard against any pirated software, equipment, design etc. being supplied to the NCCF.
- b. The selected vendor shall indemnify NCCF against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware/manpower etc. and related services or any part thereof.

### **3.8 Force Majeure clause**

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly

affecting the performance of the Contract, Flood and Acts and Regulations of respective government of the two parties, namely NCCF and the Contractor.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, NCCF shall have the option of cancelling this contract in whole or part at his discretion without any liability at his part. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

### **CONFIDENTIALITY OF DATA AND DOCUMENTS**

The Intellectual Property Rights of the data collected as well as the deliverables produced for NCCF shall remain with NCCF. No one shall utilize or publish or disclose or part with, to a third party, any part of the data or statistics or proceedings or information collected for the purpose of this assignment or during the course of the assignment, without the express written consent of NCCF. The Firm shall be bound to hand-over the entire set of records of the assignment to NCCF before the expiry of the contract, and before the final payment is released by NCCF.

### **CONFLICT OF INTEREST**

The Selected bidder shall in no event represent or give opinion or advice to others in any matter, which is adverse to the interest of NCCF.

#### **3.9 Miscellaneous**

- a. It will be imperative on each bidder to fully acquaint itself of all the local conditions and factors which would have effect on the performance of the work and its cost.
- b. Whilst the individual proposal shall be treated in commercial confidence, the proposals will be evaluated by a group, certain members of which may not necessarily be officers of NCCF. By responding to this tender, potential suppliers agree to their proposals being examined by this group.
- c. NCCF is a Government organization, and its aims, structure and way of working may differ from that of commercial enterprises. Potential vendors should be aware of the status and environment of NCCF, and must take particular note that intellectual property rights relating to any software, equipment, products and materials acquired for this project are properly observed.
- d. The bidder shall be deemed to have included proven state-of-the-art components and techniques while performance of the contract.
- e. NCCF reserves the right to allocate the contracted work in a staggered/ staged or phased manner.
- f. The bidder should provide on-site comprehensive warranty maintenance support services for One year after satisfactory installation and commissioning of the website.
- g. Alterations if any in the tender should be attested properly by the vendor, failing which the tender is liable to be rejected.
- h. The Bids prepared by the Vendor and all correspondence and documents relating to the bids exchanged by the Vendor and NCCF, shall be written in the English language,



provided that any printed literature furnished by the Vendor may be written in another language so long as the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

- i. The Vendor shall be entirely responsible for all taxes, duties, octroi, license fees, etc., incurred for performance of the services. If there is any reduction in taxes/duties etc. due to any reason whatever, after Notification of Award, the same shall be passed on to NCCF.
- j. The selected Vendor shall perform the services and carry out its obligations under the Contract with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and training/consulting standards recognized by national/international professional bodies and shall observe sound management, technical and engineering practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods. The Vendor shall always act, in respect of any matter relating to this Contract, as faithful advisors to NCCF and shall, at all times, support and safeguard NCCF's legitimate interests in any dealings with Third parties.
- k. NCCF reserves the right to inspect the performance of the vendor prior to commencement or in between the work progress. The inspection may cover all areas related to the assigned purchase order, especially methodology, manpower, infrastructure etc. NCCF reserves the right to cancel the purchase order assigned to the vendor at any time which includes the time after the completion of assigned work without assigning any reason for the same. In case the purchase order is canceled then the costs incurred will be at the risk of the vendor and shall be born by the vendor and under no circumstances the vendor shall be eligible for any payment or damages from NCCF.
- l. The selected vendor shall not, without NCCF's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, software code, sample of information furnished by or on behalf of NCCF in connection therewith, to any person other than a person employed by the Vendor in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- m. If the selected vendor is not able to fulfill its obligations under the contract, which includes non-completion of the work, the NCCF reserves the right to accomplish the work through another vendor and EMD / Security Deposit of vendor will be forfeited. Also any costs, damages etc. resulting out of the same shall have to be born by the selected vendor.
- n. Printed terms and conditions of the Bidders will not be considered as forming part of their Bid. In case terms and conditions of the contract applicable to the Invitation of Bid are not acceptable to any Bidder, he should clearly specify deviation in its bid.
- o. The selected vendor automatically agree with NCCF for honoring all aspects of fair trade practices in executing the purchase orders placed by NCCF.
- p. If the name of the product is changed for describing substantially the same in a renamed form then all techno financial benefits agreed with respect to the original product, shall be passed on to NCCF and the obligations with NCCF taken by the Vendor with respect to the product with the old name shall be passed on to the product so renamed.
- q. NCCF and/or its subsidiaries and/or affiliates and/or sister concerns and/or its parent company etc. reserves the right at their discretion to utilize this tender for ordering/ procurement etc.

**NCCF TO ADD PROVISION IN RESPECT OF PERFORMANCE BANK GUARANTEE, IF DEEMED NECESSARY**

**ANNEXURES**

**Bid Form**

(On the letter head of the firm submitting the bid document)

To  
The Managing Director,  
National cooperative consumer federation  
3, Siri Institutional Area,  
August Karanti Marg,  
Hauz Khas,  
New Delhi - 110016

Ref: Bid document No

Dated \_\_\_\_\_

Sir,

Having examined the bidding documents and having submitted the bid for the same, I/We, the undersigned, hereby submit the financial bid for Revamping, Redesigning, Development and Maintenance of NCCF website (Multilingual) as per scope of work and in conformity with the said bidding documents.

I/We undertake, if my/our bid is accepted, to deliver and commission the website in accordance with the delivery schedule specified in the bidding documents.

If my/our bid is accepted, I/We will submit a bank guarantee for the sum equivalent to 10% of the Purchase Order Price valid for a period of 15 months for the due performance of the Contract, in the form prescribed by the National Cooperative consumer federation.

I/We agree to abide by this bid for a period of Ninety days after the date fixed for opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period and till the time I/We after the expiry of the validity period formally withdraw my/our bid in writing with a minimum notice period and associated terms and conditions and as specified in the tender document and in all such cases my/our bid shall be deemed to be valid.

I/We declare:

1. I/We hereby offer to provide Services at the prices and rates mentioned in the Financial Bid.
2. I/We have carefully read and understood and abide by the terms and conditions of the bid document and the conditions of the contract applicable to the bid document and we do hereby undertake to supply, commission and provide One year on-site annual maintenance support as per these terms and conditions.
3. Certified that the bidder is:

A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of the sole proprietor,

Or

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney,

Or

A company and the person signing the document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariable by duly attested by the person authorized to sign the bid document)

We do hereby undertake that, until a formal work order is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent and / or award shall constitute a binding contract between us.

Dated this day of 2023

Details of enclosures.

Signature of Bidder

Name:

Full Address: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Telegraphic Address: \_\_\_\_\_

Fax No. \_\_\_\_\_

E-mail

COMPANY SEAL

**UNDERTAKING ON COMPLIANCE OF TECHNICAL SPECIFICATIONS AND TENDER SPECIFICATIONS and TERMS & CONDITIONS (To be submitted on the bidder's letter head duly signed by the authorized signatory)**

I/We hereby undertake that I/we have examined/ perused, studied and understood the RFP/ bid document No. \_\_\_\_\_ dated \_\_\_\_ and any corrigendum/ addendum/ clarification etc. completely and have submitted my/our bid in pursuance and without any material and/or other deviations to the said documents.

I/We hereby undertake that I/We understand that the Scope of Work and Requirement as specified in Chapter – 1 of this tender is indicative only and not exhaustive in any manner and that the final scope of work and specification will be decided by the NCCF at their discretion.

I/We hereby undertake that we shall comply with the Scope of work and requirements as specified in Chapter – 1 and tender terms and conditions completely and there are no deviations of any manner and/or sort and/or kind in this regard from my/our side.

I/We hereby undertake to provide uninterrupted and timely support and maintenance for the NCCF website including updation for a period of one year.

I/We undertake to be the single point of contact for NCCF and shall be solely responsible for all warranties, updated, patches, upgrades, guarantees etc, offered by the OEM, and system integration and One year on-site comprehensive warranty maintenance and for the entire scope of work and requirements as per the service levels defined in the tender document.

I/We hereby undertake that I/We do understand that my/our bid should be as per the tender document and should be accordingly submitted to the NCCF. In case of a failure to comply and/or a variation the NCCF has got sole discretion to consider or disqualify my/our bid for the aforementioned RFP/tender/Bid document and I/We shall be not having any claim of any sort/kind/form on the same.

I/We hereby declare that our company has not been banned or disqualified by any Government or any Government agencies or PSUs for a period of last five years.

I/We hereby attach the duly signed and stamped bid document as an acceptance of tender specifications and terms & conditions with the technical bid.

I/We hereby affirm that our response is valid for the period including the deemed period as specified in the tender document.

Signature of Authorised Signatory  
Name of the Signatory  
Date  
Place  
Company Name  
Company Seal

**Bid Form**

(On the letter head of the firm submitting the bid document)

To

The Managing Director,  
3, Siri Institutional Area,  
August Kranti Marg,  
Hauz Khas,  
New Delhi – 110016

Ref: Bid document No

Dated \_\_\_\_\_

Sir,

Having examined the bidding documents and having submitted the bid for the same, I/We, the undersigned, hereby submit the financial bid for Revamping, Redesigning, Development and Maintenance of NCCF website (Multilingual) as per scope of work and in conformity with the said bidding documents.

I/We hereby offer to provide Services at the prices and rates mentioned in the Financial Bid.

I/We do hereby undertake, that, in the event of acceptance of my/ our bid, the services and one year onsite comprehensive annual maintenance of the NCCF website and other related items shall be made as stipulated in the schedule to the Bid document and that we shall perform all the incidental services.

The prices quoted are inclusive of all charges including supply, installation, commissioning, customization and training etc and one year on-site comprehensive warranty maintenance charges for the NCCF across India.

I/We enclose herewith the complete Financial Bid as required by you. This includes:

- a. Bid Letter
- b. Price Schedule

I/We agree to abide by our offer for a period of 90 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time and any extended and/or deemed period provided that I/We have not withdrawn in writing my/our bid after the expiry of 83 days.

I/We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to supply, install, commission and provide One year on-site comprehensive warranty maintenance as per these terms and conditions. There are no Financial Deviations from my/our side.

Certified that the bidder is:

A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of sole proprietor,

Or

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/ by virtue of general power of attorney,

Or

A company and the person signing the bid document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections / deletions should invariably be duly attested by the person authorized to sign the bid document.)

I/We do hereby undertake, that, until a formal work order is prepared and executed, this bid, together with your written acceptance thereof and/or placement of letter of intent and/or awarding the work order, shall constitute a binding contract between us.

Dated this day of \_\_\_\_\_ 2012

Signature of Bidder  
Name

Details of enclosures

Full Address:  
Telephone No.  
Telegraphic Address:  
Fax No.  
E-mail:  
COMPANY SEAL

**Price Schedule**

(On the letter head of the firm submitting the bid document)

**TABLE – 1**

<b>S. No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Quantity</b> <b>(A)</b>	<b>All inclusive Unit</b> <b>Rate in INR (B)</b>	<b>Total in INR</b> <b>( C )</b> <b>C = A X B</b>
1	Revamping, Redesigning, Development and Maintenance of NCCF website (Multilingual) as per scope of work, Annual maintenance of static and dynamic pages and components of the NCCF website (Multilingual) & On-Site Training etc. as per tender.	One	One		
2	Charges for 3 <sup>rd</sup> Party Security Auditing of NCCF website from CERT-in empaneled agency under Ministry of IT, Govt. of India	One	One		
3	<b>Grand Total:</b>				

**Note:**

1. All items must be quoted.
2. All prices should be in Indian Rupees (INR) only.
3. Prices should be inclusive of all taxes, duties, levis etc.
4. Prices should be inclusive of all services, One year on-site comprehensive maintenance etc.
5. Lowest quote (LQ1) bidder will be decided on the basis of the **SI No. 3 Grand Total i.e. Column ( C ) of the above price schedule table**
6. **Any cutting, erasures etc should be duly attested with bidder's signature and company seal otherwise the bid will be rejected outright.**
7. Prices should be mentioned in both figures and words.
8. Costs for all logistics like sample design, software, training booklets/ materials, photocopying, printing, binding, pre-requisite software etc, travelling, boarding, lodging etc. shall be borne by the bidder and are deemed to be included the bidders quote
9. **NCCF reserves the right to order all or a part of the various line items as detailed in Table -1 Price Schedule above.**



**ANNEXURE –E**

**PROFORMA FOR PERFORMANCE BANK GUARANTEE**

Ref. No.....

Bank Guarantee No.....

Dated.....

To,

M/s National Cooperative consumer federation Ltd.,  
3, Siri Institutional Area,  
August Kranti Marg,  
Hauz Khas,  
New Delhi – 110016 (India)  
(With due stamp duty if applicable)

Dear Sirs,

1. Whereas National Cooperative consumer federation Ltd. incorporated under the Companies Act, 1956, having its registered office at 3, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016, - India (hereinafter called 'NCCF' which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has awarded a LOI/ Work Order No.

\_\_\_\_\_ dated \_\_\_\_\_  
for (purpose) \_\_\_\_\_ to M/s  
\_\_\_\_\_ (hereinafter called the 'Agency' which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executors and permitted assignees). The Agency having agreed to furnish an unconditional and irrevocable Bank Guarantee of Indian Rupees (in figures) \_\_\_\_\_ (Indian Rupees (in words) \_\_\_\_\_ only) for the due performance of „Agency"s" obligations as contained in the Work Order date \_\_\_\_\_/agreement date \_\_\_\_\_ which amount is liable to be forfeited on the happening of any contingencies mentioned in said documents.

2. We (name of the bank) \_\_\_\_\_, registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_ (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) guarantee and undertake to pay immediately on first demand by NCCF, the amount of Indian Rs. (in figures) \_\_\_\_\_ (Indian Rupees (in words) \_\_\_\_\_ only) in aggregate at any time without any demur and recourse, and without NCCF having to substantiate the demand. Any such demand made by NCCF shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the Agency.

3. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

4. The Bank also agree that this guarantee shall be irrevocable and governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Indian Courts of the place from where Letter of Award/LOI/Work Order have been issued.

5. This guarantee shall be irrevocable and shall remain in force up to \_\_\_\_\_ which includes thirty days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the aforesaid date.

6. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs (in figures) \_\_\_\_\_ (Indian Rupees (in words) \_\_\_\_\_ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) \_\_\_\_\_.

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of NCCF under this Guarantee will cease. However, if such a claim has been received by us by the said date, all the rights of NCCF under this Guarantee shall be valid and shall not cease until we have satisfied that claim. In witness whereof, the Bank, through its authorized officer, has set its hand and stamp on this ..... day of ..... at.....

WITNESS NO. 1

-----  
(Signature)

----- (Signature)

Full name and official address (in legible letters)

Full name, designation and official address (in legible letters) with Bank stamp.

Attorney as per Power of Attorney No.....

Dated .....