F. No. 1-3/MDNIY/YCB/WEB/2018/  

Date: 18.10.2018

TENDER NOTICE

Sealed tenders (in two bid system) on QCBS Criteria are invited for the under mentioned work from the eligible service provider/IT companies and specialized agencies as per terms and condition given in tender document.

<table>
<thead>
<tr>
<th>N.I.T No.</th>
<th>Name of Work</th>
<th>Estimated cost (INR) Inclusive All Taxes</th>
<th>Earnest Money (INR)</th>
<th>Time Allowed</th>
<th>Tender Cost (in INR) (Non-Refundable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-3/MDNIY/YCB/WEB/2018/</td>
<td>Design, Development &amp; Maintenance of yoga portal website of the YCB at New Delhi.</td>
<td>Rs 12 Lacks</td>
<td>Rs 24000</td>
<td>90 days</td>
<td>Rs.1000/-</td>
</tr>
</tbody>
</table>

Terms & conditions of the tender will be as under:-

1) The Earnest money should be deposited along with the tender document in appropriate form in favour of "Yoga Certification Board" Payable at New Delhi, in a separate sealed cover clearly indicating the EMD.
2) The YCB reserves the right to reject any or all the tenders without assigning any reason.
3) The YCB reserves the right to verify the particulars furnished by the applicants independently and confidentially.
4) Detailed tender documents containing (33 pages) are given at Appx to this tender notice/letter.
5) For details of the tender can be downloaded from website www.yogamdniy.nic.in or www.ayush.gov.in or from the office of the Yoga Certification Board at the above address on any working days.

Important Dates

1. Date of issue of Tender document: 22nd October 2018
2. Closing date & time of receipt of Tender: 12th Nov 2018 up to 2.00 PM
3. Date & Time of Pre-bid Meeting: 05th Nov 2018 at 03.00 PM
4. Date of opening of Technical Bid: 12th Nov 2018 at 3.30 PM
5. Presentation by the technically qualified bidders: 15th Nov 2018 at 11.00 AM
6. Date of opening of financial Bid: Will be informed by YCB.

(Dr. I V Basavaraddi)  
CEO, YCB & Dir, MDNIY

Copy to:

1) C & DO for uploading on MDNIY website.
2) Dr. Indranil Ghosh Mondal, Asst. Advisor(H), Ministry Of AYUSH for uploading in AYUSH website.
TENDER DOCUMENT

NIT NO:
1-3/MDNIY/YCB/WEB/2018


IMPORTANT DATES

<table>
<thead>
<tr>
<th></th>
<th>Last date &amp; time of issue of tender document</th>
<th>02nd Nov 2018 up to 3.30 PM</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>The last date &amp; time of receipt of tender</td>
<td>12th Nov 2018 up to 2.00 PM</td>
</tr>
<tr>
<td>3</td>
<td>Date &amp; Time of Pre-bid Meeting</td>
<td>05th Nov 2018 at 03.00 PM</td>
</tr>
<tr>
<td>4</td>
<td>Date of opening of Technical Bid</td>
<td>12th Nov 2018 at 3.30 PM</td>
</tr>
<tr>
<td>5</td>
<td>Presentation by the technically qualified bidders:</td>
<td>13th Nov 2018 at 10.30 AM</td>
</tr>
<tr>
<td>6</td>
<td>Estimated Cost Of Project</td>
<td>Rs. 12,00,000 (Rupees Twelve lakhs)</td>
</tr>
<tr>
<td>7</td>
<td>Earnest Money (INR)</td>
<td>Rs. 24000 (Rupees Twenty Four thousand)</td>
</tr>
<tr>
<td>8</td>
<td>Time Allowed</td>
<td>90 Days</td>
</tr>
<tr>
<td>9</td>
<td>Tender Cost</td>
<td>Rs. 1000 (Rupees One thousand)</td>
</tr>
</tbody>
</table>

YOGA CERTIFICATION BOARD
Morarji Desai National Institute of Yoga
Ministry of AYUSH, Govt. Of India
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Website: yogamdniy.nic.in
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INDEX OF TENDER DOCUMENT

CHAPTER-1 : INSTRUCTIONS TO BIDDERS
CHAPTER-2 : EVALUATION SHEET & MATRIX (PART A & B)
CHAPTER-3 : SELECTION CRITERIA
CHAPTER-4 : ACCEPTENCE OF TENDER
CHAPTER-5 : GENERAL TERMS AND CONDITIONS
CHAPTER-6 : SCOPE OF WORK
CHAPTER-7 : PRICE/FINANCIAL BID
CHAPTER-8 : CONTRACT/AGREEMENT FORM
CHAPTER-9 : SUBMISSION OF TENDER
CHAPTER -1 : INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS
(for NIT NO: 1-3/MDNIY/YCB/WEB/2018)

1. The Supplier is required to mention TIN No. /GST No. in the quotation.
2. The YCB reserves the right to reject any quotation without assigning any reason.
3. The payment will be made to the agency by Accounts payee RTGS/NEFT as per matrix below:
   a) On completion of Home page Design/Implementation : 25%
   b) On completion of Full website with centralize Registry, Payment gateway, MIS Reports and All PrCBs/schools/Candidate Login : 50%
   c) On completion of Old data Integration, Security Audit, Training of YCB/PrCB staff, handover of code and Migration of website to NIC server: 25%
   RFP document can be downloaded from the official website www.yogamdniy.com and the Tender document cost of Rs 1000 is to be paid in the form of demand draft as banker’s cheque drawn on any Scheduled Bank in India in favour of “Yoga certification board” payable at New Delhi.
4. Any damage to the YCB property shall be made good by the agency at its own cost.
5. Proper training for the solution must be provided by the Vendor to the YCB.
6. The EMD of rupees 24000 (Rupees Twenty Four thousand) must be deposited in separate envelope.
7. The successful bidder has to sign the contract/agreement within 10(ten days) from the date of issue of the letter of acceptance.
8. The successful bidder has to deposit performance Guarantee @ 5% of tender value in shape of demand draft/FDR within 10 days of the acceptance of the tenders.
9. The Bidder(s) will be evaluated on QCBS (Quality cum Cost Basis Selection) System with a 60% weight age for Technical Bid and 40% for Commercial Bid.
10. The agencies shall submit their proposals within defined timelines. The technical bid, financial bid & EMD proposals shall be properly sealed in three envelopes separately. All the three envelopes shall be put in a single large envelope and sealed envelope shall be submitted. The name of the agency shall be marked properly on the envelopes.
11. The agencies selected will be required to make a detailed presentation in front of the committee.
12. For Technical Bid need to submit signed and stamp Chapter 1,2,3,4,5,6 & 9.
13. For Financial Bid need to submit signed and stamp Chapter 7.

(Duly authorized signatory of the Bidder with stamp)
CHAPTER -2  : EVALUATION SHEET & MATRIX(PART A & B)

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Evaluation Sheet
(for NIT NO: 1-3/MDNIY/YCB/WEB/2018)

NAME OF THE BIDDER :

Part -A: Eligibility Criteria

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Eligibility Parameters</th>
<th>Justification/Remarks by Bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>All technical points compliance (Yes/No) (Supporting document to be enclosed)</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Each paper of Tender document signed on existing terms &amp; conditions by the Vendors.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Certification of incorporation</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>TIN No. /Service tax No/GST No.</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Latest ITC quoting PAN, certificate of up to date DVAT return (filled)</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Last three years Audited Balance sheet is enclosed.</td>
<td>Financial Year: From.......... To..................</td>
</tr>
<tr>
<td>7.</td>
<td>Earnest Money in shape of Demand Draft of Rs.24000/-enclosed</td>
<td>Bank Name: ............. Branch: .............</td>
</tr>
<tr>
<td></td>
<td></td>
<td>DD No:..........................</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Date:..................</td>
</tr>
<tr>
<td>8.</td>
<td>Bidder should have Quality Certification like CMM level and ISO (to be furnished)</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>All proofs satisfying Evaluation Matrix mentioned in tender doc are to be enclosed.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Presence (duration 3 years) of the Vendor Office/Centre in Delhi &amp; NCR for Service support.</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Availability of Skilled man-power to handle (specific area) with the Bidder (List to be Enclosed of which Developer should be BTech/MCA or equivalent).</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Tender Doc. Cost of Rs 1000 enclosed along with Technical bid for downloading case.</td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>Letter of undertaking that the bidder has not been black listed by any Customer/Organization in last year's is enclosed</td>
<td></td>
</tr>
</tbody>
</table>

(Duly authorized signatory of the Bidder with stamp)

**Note:** *Bidder must fill all the above-mentioned information and supporting documents should be enclosed.*

**Evaluation Matrix**

**PART –B  Total Score :100**

<table>
<thead>
<tr>
<th>SN</th>
<th>Criteria</th>
<th>Max Marks</th>
<th>Required Document</th>
<th>Justification/Remark</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Age of Company Years with positive net worth from last 3 years</td>
<td>10</td>
<td>Attach necessary proof.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>&gt;10 years - 10 marks</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5-10 Years - 5 marks</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>02</td>
<td>Vendor Experience in development of GIGW compliant/developing Bi-lingual CMS based websites for Government/PSU/Educational Institutes.</td>
<td>10</td>
<td>No. of similar Web Development Projects successfully completed</td>
<td>(attach names of Projects, work order &amp; completion document of each project)</td>
</tr>
<tr>
<td></td>
<td>&gt;8 Websites - 10 Marks</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3-8 Websites - 05 Marks</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>03</td>
<td>CMM Level 3 &amp; ISO 9001/2015</td>
<td>10</td>
<td>Related Certification to be enclosed.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>05 Marks for each</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>04</td>
<td>Does the vendor have the IT-Professionals with Minimum employee strength to deliver the project?</td>
<td>10</td>
<td>List of IT-Professionals to be provided duly signed by the Authorised signatory as per Annexure A.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>&gt;25 IT-Professionals - 10 marks</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>&gt;10-25 IT-Professionals - 05 marks</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>05</td>
<td>Vendor Experience in Developing websites with STQC certification.</td>
<td>10</td>
<td>Proof with STQC certificate to be submitted.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>&gt;= 8 websites - 10 Marks</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3-8 Websites - 5 Marks</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>---</td>
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<td>---</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>06</strong></td>
<td>Vendor Experience in Support/Maintaining AMC of website of Government/PSU.</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>&gt; 05 Websites - 10 Marks</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2-5 Websites - 05 Marks</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>07</strong></td>
<td>Annual Turnover &gt;5 Crore - 10 Marks</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 Cr- 5 Cr – 08 Marks</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>50lakh-1 Cr- 05 Marks</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>08</strong></td>
<td>Demo in front of committee members</td>
<td>30</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Marks</strong></td>
<td></td>
<td><strong>100</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:** Bidder must fill all the above-mentioned information and supporting documents should be enclosed.
CHAPTER 3 : SELECTION CRITERIA

YOGA CERTIFICATION BOARD
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Method of Selection:

Quality and Cost Based Selection (QCBS)-Least Cost Selection (Lump Sum). Wherein 60% weightage will be given to the Technical proposal and 40% to the financial proposal.

QCBS - 60:40 (Quality (60%) cum Cost (40%) Based Selection)

Financial bid Proposal of only those consultants who qualify technically (Minimum Qualifying Marks: 60%) will be opened.

QCBS Evaluation:

The selection of agency will be evaluated as per the combined quality cum cost based system:

i. The Technical proposals will be allotted weightage of 60%, while the financial proposals will be allotted weightages of 40%

ii. Financial proposal with the lowest cost will be given a financial score of 100 and other proposals will be given financial scores that are inversely proportional to their prices.

iii. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up.

iv. On the basis of the combined weighted score for quality and costs, the agency shall be ranked in terms of the total score obtained. The proposal obtaining the highest total score in evaluation of quality and costs will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 would be recommended for award of the contract.

v. An example to explain the evaluation methodology to be adopted is given below for the information of the agency:

a. Suppose 3 proposals are received from agency A, B & C respectively, they would first be given marks for evaluation of their technical proposal/presentation as per the criteria given above. Suppose the agency A, B and C are allotted 75, 80 and 90 marks respectively, they would all become eligible for opening of their financial proposal.

b. Suppose the committee examined the financial proposals and evaluated the quoted prices as under:
Proposal Evaluated cost

A Rs. 120
B Rs.100
C Rs.110

Using the Formula LEC/EC, where, LEC stands for Lowest Evaluated Cost and EC stands for Evaluated Cost. The financial proposal will be given the following points for financial proposals:

A: \( \frac{100}{120} \times 100 = 83 \) Points
B: \( \frac{100}{100} \times 100 = 100 \) Points
C: \( \frac{100}{110} \times 100 = 91 \) Points

Thereafter, for the purpose of obtaining the combined score proposals will be evaluated by using the Formula as shown below:

Proposal A: \( 75 \times 0.60 + 83 \times 0.40 = 78.2 \) Points
Proposal B: \( 80 \times 0.60 + 100 \times 0.40 = 88 \) Points
Proposal C: \( 90 \times 0.60 + 91 \times 0.40 = 90.40 \) Points

The 3 proposals in the combined technical and financial evaluation will thus be ranked as under:
Proposal A: 78.2 Point: H3
Proposal B: 88 Point: H2
Proposal C: 90.40 Point: H1

Proposal C, which has the highest combined score, with the bid cost of Rs.110 would, therefore, be declared as the winner and recommended for approval of the competent authority for award of work.

(Duly authorized signatory of the Bidder with stamp)
CHAPTER - 4 : ACCEPTENCE OF TENDER

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Website: yogamdniy.nic.in


<table>
<thead>
<tr>
<th>S. No. of Tender</th>
<th>1-3/MDNIY/YCB/WEB/2018</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name of the party in whose favour the Tender form has been issued</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Item Rate Tender for the Work of</th>
<th>Design Development and Maintenance of Yoga Portal Website</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Signature of officer issuing the documents</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Designation</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Date of Issue</th>
</tr>
</thead>
</table>

Note: To be enclosed if took Tender Doc. From YCB office.
The CEO,
YOGA CERTIFICATION BOARD
Morarji Desai National Institute of Yoga
Ministry of Ayush, Govt. Of India
68, Ashoka Road, Near Gole Dak Khana, New Delhi - 110 001.


Ref: (NIT No: 1-3/MDNIY/YCB/WEB/2018)

Dear Sir,

I/We hereby submit our tender for the Design, Development and Maintenance of yoga portal website.

1. I/We hereby enclose the D.D.No.....................................dated.....................................For Rs…............Rupees: …………………………………………) drawn in favour of the “Yoga Certification Board” towards EMD. Tenders not accompanied with EMD (along with Technical Bid in case of two-bid system) shall be summarily rejected.

2. I/We hereby agree to all the terms and conditions, stipulated by the YCB, in this connection including SCOPE OF WORK, penalty etc. Quotations for each bid are being submitted under separate covers and sheets and shall be considered on their face value.

3. It is noted that the over-written entries shall be deleted unless duly re-written and initiated.

4. Tenders are duly signed (No thumb impression should be affixed).

5. I/We undertake to sign the contract/agreement if required within 07(Seven days) from the date of issue of the letter of acceptance, failing which our/my bid security money deposited may be forfeited and our/my name may be removed from the list of suppliers at the YCB, New Delhi. I will have no legal say thereafter.

6. I/We have gone through all terms and conditions of the tender documents before submitting the same.

7. Reference to General conditions for this tender are:
   a. Estimated cost : Rs 12 lakhs as per work
   b. Earnest Money : Rs. 24000 as per work
   c. Performance Guarantee : Rs. ……………………@ 5% of tendered Value

NOTE: All terms & conditions such as taxes etc. have been indicated in the quotations failing which it will be presumed that the rates and other terms & conditions are also as per your requirements.

Yours faithfully,

Witness:…………………………        (Signature of Bidder)
Address:…………………………       with Address and Stamp
Occupation :…………………………
Dated :…………………………
CHAPTER 5: GENERAL TERMS AND CONDITIONS

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TENDER REF: 1-3/MDNIY/YCB/WEB/2018

1. TENDER SHOULD INVARIBLY BE SUBMITTED IN TWO BID SYSTEM CONTAINING THREE PARTS AS DETAILED BELOW:
   b. PART-I : TECHNICAL BID & TENDER COST IN ONE SEALED COVER.
   c. PART-II : FINANCIAL BID IN ONE SEALED COVER.
   d. PART-III : EMD VALUE IN ONE COVER.

EACH SEALED ENVELOPES SHOULD THEN BE PUT IN OUTERCOVER INDICATING THEREON:
   a. Reference No. of the Tender : ..................................................
   b. Tender regarding : ..................................................
   c. Name of the firm : ..................................................

PLEASE NOTE THAT THE PRICES SHOULD NOT BE INDICATED IN THE TECHNICAL BID.

NOTE: - TENDERS SUBMITTED WITHOUT FOLLOWING TWO-BID SYSTEM PROCEDURE AS MENTIONED ABOVE WOULD BE SUMMARILY REJECTED.

2. The tender forms be clearly filled in ink legibly or type-written giving full address of the tenders. The bidders should quote the price in figures as well as in words. Alternations/overwriting/deletions unless legibly attested by the bidders, shall disqualify the tenders. The tenders should be signed by the bidder himself/themselves or their authorized agent on their behalf. (Authorization may be enclosed if applicable).

3. The Bidder should have experience of having successfully completed similar work during last 3 years ending last day of month previous to the one in which applications are invited should be either of the following:-
   Two Similar completed works costing not less than 60% of the estimated cost.
   Or
   One similar completed work costing not less than 80% of the estimated cost.

4. Tender by telefax /Telegram/Fax/E-Mail shall not be accepted.

5. The bidders are requested to give detailed tender in their original forms.
6. Annual financial turnover during the last 3 years, ending 31st March of last previous financial year, should be at least 50 LAKHS each year. The bidder shall submit duly self-attested copy of Annual Report/Audited Balance Sheet/Profit & loss account for the last three financial years of Certificate from Chartered Accountant in respect of Annual Turnover for last three year(s) immediately preceding the last date of submission of bids.

7. The vendor has to provide one year free support from the date of the successful handover of the complete solution.

8. The vendor has to deposit performance Guarantee @ 5% of tender value in shape of demand draft/FDR/PBG within 10 days of the acceptance of the tenders.

9. The bidder has to complete the handover within 90 DAYS from the date of the placement of the firm order.

10. TENDER DOCUMENTS ARE NOT TRANSFERABLE.

11. The YCB shall have the right to reject any tender without assigning any reason thereof. No correspondence will be entertained in this regard.

12. The Competent Authority of the YCB does not bind itself to accept the lowest or any tender.

13. The specifications mentioned/issued with this form of tender must not be altered by the suppliers.

14. Tender will not be considered if completed information is not given at the time of tendering or if the particulars and data (if any) asked for are not given.

15. If the Supplier, in the opinion of the Institute fails or neglects to comply with any of the terms & conditions forming, part of the order issued, the head of institute shall without prejudice to any other right or remedies under the contract, has the right to cancel the contract/order by giving 15 days’ notice in writing to the Suppliers/firms without being liable to pay compensation for such cancellation.

16. Rates are to be quoted in INR (Rupee terms) only and any revision thereof is not allowed after the tenders have been opened.

17. Conditional quotations and/or incomplete quotations in any respect will be rejected.

18. In case you cannot quote for one or more of the items asked for in the tender the word “NOT QUOTED” (in the rate column) should be indicated.

19. The work shall have to be made within the period specified in the purchase order failing which the order shall be cancelled and the Earnest Money will be forfeited. However, in exceptional circumstances and, on written request, from the supplier/tenderer, extension of date for Completion of work will be considered. Extension in period is at the sole discretion of the competent authority.

20. Service manuals, wherever available/required, should be provided along with the Website.

21. Winning bidder shall give post warranty AMC support on charges basis for 02 years and further extended to next two years in same terms and conditions.

22. PERFORMANCE GUARANTEEDeposit:
   a. A Bidder, on being selected as the Successful vendor, will be required to furnish an amount equaling 5% of the project cost proposed by bidder to YCB as a Performance Guarantee in accordance with the conditions of the Agreement in the form of FDR/Demand Draft/PBG, drawn in favour of “YOGA Certification Board”. The Performance Guarantee is to be furnished along with the Agreement duly signed by the bidder.
   b. If the selected Bidder does not furnish the Performance security within ten days of the Notification of the Award, then the Bid security furnished by such Bidder may be forfeited.
c. If the successful Bidder fails to perform any contractual obligation specified in the Agreement /Purchase Order/LOI, the Performance Security will be forfeited and the contract will be cancelled.

d. The Performance guarantee will be refunded after one year of the successful installation of the project without any interest.

e. The terms of Performance guarantee may be extended for further one/two year in case of unsatisfactory services given by the bidder during the warranty period.

23. **EMD/Bid Security DEPOSIT:**
   a. The Bid Security shall be in Indian Rupees.
   b. The Bid Security will be deposited in shape of demand draft drawn on a Scheduled Commercial Bank from any scheduled bank in favour of “Yoga Certification Board”, payable at New Delhi.
   c. To an unsuccessful bidders’ Bid Security amount will be discharged/returned, as promptly as possible, after the expiration of the period of Bid validity. The refund of the bid security amount shall not carry any interest.
   d. The Bid security may be forfeited.
      i. If a Bidder withdraws his Bid during the period of Bid validity.
      ii. In case of a successful Bidder, if the Bidder fails to sign the contract agreement and furnish performance security.

24. In case, the vendor does not perform under the contract to the full satisfaction of the YCB. YCB reserves right to reject the services rendered under the contract in its entirely or partially, as the case may be, during the evaluation period and vendor shall be liable to refund the full or proportionate amount, if already paid for the said items/services etc. In this regard the decision of the Competent Authority of YCB shall be final.

25. The Competent Authority reserves the right to levy liquidated damages up to 2% of the value of the order for delayed work. If the work is delayed beyond the extended period, the YCB reserves the right even to cancel the order and forfeit the EMD/PG of the firm/tenderer.

26. In case of any software items, the suppliers should ensure that:-
   a. Legal software is supplied.
   b. A license agreement is enclosed with it.
   c. A registration is available for software.

27. If the Contractor / Supplier fails to handover the work thereof within the period fixed for such delivery or at any time repudiates the contract before the expiry of such period, the YCB may without prejudice to the right of the purchaser may recover damages for breach of the contract.

28. The technical & financial bids of only those bidders will be opened who fulfill the eligibility criteria and the required whose documents are found in order. If any of the date earmarked for opening of technical or financial bids happens to be holiday, the bids will be opened on the very next working day.
29. In case of any dispute, Jurisdiction will be Delhi only.
30. The Competent Authority reserves the right to reject any or the entire tender without assigning any reason, at any stage, and his decision will be final.

Dated:

All above mentioned Terms & Conditions are accepted,

Signature of Bidder
with Stamp and address
(Authorized signatory)
CHAPTER –6: SCOPE OF WORK

YOGA CERTIFICATION BOARD
Morarji Desai National Institute of Yoga
Ministry of AYUSH, Govt. Of India
68, Ashoka Road, Near Gole Dak Khana, New Delhi - 110 001.
Tel: +011-23354695,011-23354634
Website: yogamdniy.nic.in

SCOPE OF WORK
(NIT NO: 1-3/MDNIY/YCB/WEB/2018)


The new website will provide new features like Centralized Database and Payment Gateway specific to every PrCB (Professional Certification Bodies) all over India and abroad, Online Registration of Yoga professionals and Yoga schools, Mobile and Mail Notifications to candidates etc. The new Website is to be hosted on NIC server after getting Certified Security Audited.

For incorporating the expansion of Yoga Certification Scheme as more and more PrCBs are being engaged for the promotion scheme, there is strong need to bring uniformity and harmonization in between different PrCBs under common umbrella of YCB.

The new website will be providing a Content Management System (CMS) as per GIGW (Guidelines for Indian Government Websites) guideline which include features like accessibility, browser compliance, government identity, content quality etc along with the Person with Disability (PwD) friendly features. It should have ERP features for having all PrCBs data and YCB data should be integrated to have various required MIS reports.

The following Technical/Functional points will be assuring with the new website:
Technical/Functional Points as Required For Developing the Website:

1. Standardization in all the processes with uniformity in all the forms.
2. Every PrCBs will get its login with data virtually segregated as per the PrCBs.
3. All PrCBs have to run this scheme/registration/certification through this Yoga ERP portal YCB website.
4. Online centralize registration process for candidates with payment gateway linked to respective banks of different PrCBs. They can post their individual exam calendars which will be integrated and showed in YCB website home page.
5. Website should have provision for maintaining repository supporting the GS1 or equivalent barcode/QR code reader/scanner to be printed on certificate with unique registration number for each candidate.
6. The website should have load capacity to run continuously without downtime as thousands or even lakhs of users can login at same time.
7. Admit card design, Attendance sheet, results uploading with common design for all PrCBs.
8. Provision of any new change or policy or increasing PrCBs login can be incorporated.
9. Admin panel/Home page that pulls data from different PrCBs and provides various MIS reports that are required by YCB to manage the scheme like
   a) Run-Time data of total registration PrCB wise with total number of Pass/Fail/Appear/Absent/ Candidates.
   b) Applicants list whose recertification exam is due or overdue (36 months).
10. SMS/Mail service to Candidates.
11. To make Mobile Android App supporting all features of website so that users can do everything from his/her mobile.
12. To deliver consistent, correct and authoritative information and services related to the department to all its stakeholders and general public.
13. Increase engagement through collaboration with other stakeholders and general public.
14. GIGW compliance (includes features like accessibility, browser compliance, govt. identity, content quality etc.)
15. Website will be make PwD (Person with Disability) friendly so that the available information is easily accessible to people with disability.
16. Website should be in Bilingual i.e. English &Hindi Languages.
17. Responsive design.
18. Search (including searchable documents)
20. Role based access for content uploading (different creators have access to different sections of the website)
21. Automatic archival of content (for time sensitive content like tender notices, recruitment notices, announcements, events etc.)
22. Version Control of the Content
23. Dashboard for administrator
25. Feedback management.
26. Website should be Cross Browser & Cross Platform compatible
27. Website should open on mobiles (Smart phones).
28. Integrate social media by linking facebook, twitter, youtube, google+ etc.
29. The Website must be designed with latest, Trendy & new fresh look. The Web site design/interface should be as per the international standards.
30. The Website should be fully dynamic with Content Management System (CMS) for easily managing overall content of the website. Website should be built in specific manner so that authorized officials can easily maintain the respective content themselves.
31. Facility to update content by multiple users from anywhere through browser based CMS allowing non-technical users to create and edit content.
32. Separation of Design and Content – content to be stored in the database and designed to be controlled by the use of cascading style sheet (CSS). Separate CSS for use with Internet Browsers and Mobile Browsers.
33. The CMS shall have the ability to expand a single implementation (one installation on one server) across multiple domains, depending on the server's settings.
34. The CMS software shall be able to include plug-ins or modules that can be easily installed to extend the site's functionality.
35. CMS system should support user Groups, allowing the administrator to control how registered users interact with the site. A page on the site can be restricted to one or more groups.
36. The CMS site shall be able to create microsites/web portals within a main site as well.
37. CMS software shall act as a Collaboration platform allowing content to be retrieved and worked on by one or many authorized users. Changes can be tracked and authorized for publication or ignored reverting to old versions. It shall allow multiple users to modify (or comment) a page at the same time in a collaboration session.
38. Automated templates shall be provided which are customizable.
39. CMS should allow administrator to set up rules for workflow management, guiding content managers through a series of steps required for each of their tasks.
40. Admin section must be protected by username and password and using salted MD5 encryption. At database level password should be stored in encrypted format. After consecutive wrong attempts the password should be sent to administrator through email.
41. The Website shall facilitate online payments/payment gateways (through Direct Debit or Debit and Credit Cards of multiple Banks) through the Portal. Provide interface and access to the external payment gateway for enabling the online payment services. Payment Gateway services should provide complete audit functionality for tracking and monitoring/reconciling the financial transactions taking place through YCB. In case of unsuccessful transactions the Payment gateway should be able to refund the amount to the calling account.
42. The Vendor will provide an operational guarantee on the CMS designed and also provide support for at least 2 years after the launch of our website so that modification can be made
by vendor, if YCB finds that CMS is not fulfilling our needs or if further improvements are required. All troubleshooting required would be the responsibility of the Vendor.

43. Each link created by admin should specify the title of page and admin should have provision for entering date by which the link may expire. The default shall never expire.

44. Dynamic News/Events/Notification/circular/orders/tender/e-tender/vacancy Management System: Facility to manage Departmental News/Events/Notification etc through an administrative control panel. Administrator can upload pictures to their events. Also can add Caption to the pictures, facility to search news via a strong search engine, Facility to manage news/event write-up/contents by multiple users from anywhere through browser based administrative module.

45. Dynamic Photo gallery/Video Management System: Facility to manage photo gallery via an administrative control panel, facility to create photo gallery category dynamically. i.e. add/edit/delete photo gallery categories, facility to upload new pictures to these categories along with caption, facility to manage pictures and caption.

46. User Management – Ability to create users, PrCBs, students and define permissions for approval within a section.

47. Database Management – Ability to create new database and user interface to display dynamic content from the database.

48. Menu Management – Ability to add, move, delete, modify menus on the site.

49. To integrate easy to use content management system to provide information to citizens with minimum number of clicks.

50. To make it easy to use for citizens by providing latest updates, important events on the home page itself and by providing within Site Search feature.

51. Website should be Cross Browser & Cross Platform compatible. Website should open on mobiles (Smart phones). To make site accessible on all platforms like all browsers (internet explorer, Mozilla Firefox, Google chrome and others etc.), disabled specific devices.

52. Website should be in English & Hindi Language having all the content (content will be provided by the institute) of the Website in Bilingual Languages. Language change option should be available in all pages. Website should be built with Unicode fonts so that no font downloads are required in any condition.

53. Advanced Search facility should be available.

54. Social Media links should be available on the Web site.

55. Website should be optimized for Search Engines.

56. Each page of the site should have page updated date.

57. Website should be built with all basic security provisions.

58. The site should be Cert-In certified for Security Audit and GIGW compliance Certificate from STQC before uploading it on NIC server. Vendor quote the charges for the same if applicable.

59. To restructure the content of the website & make it disabled friendly so that the available information is easily accessible to people with disability (The provisions for the same are incorporated in GIGW which has to be followed as per statutory compliance)

60. Complete Technical and Operational Document

61. Hands on training on
   a. Technical Aspect to the Technical Staff
b. Operational Aspect to various stake holders (Technical Staff, Schools/Depts, Etc) to upload/update content on Website through CMS

62. Any other requirement related with website during the implementation has to be completed by the bidder.

63. Bidder has to migrate the website on NIC Server.

64. Data Migration of all PrCBs Data till date from last three years into centralize database of YCB supporting website for having various MIS reports centrally.

65. Deliverables
   a. Project Plan
   b. Periodic Status Reports
   c. Requirement Specification document
   d. Functional Design Document
   e. Check list of ‘Guidelines for Indian Government Websites’
   f. Test Plans (including Unit Test Plan, System/Integration Test Plan, User Acceptance Test Plan, Security Test Plan, Load Test Plan)
   g. Web Security Check list
   h. Systems Administration Manuals
   i. Operation and Maintenance Manual
   j. Item Check List
   k. Website source code
   l. Security Audit Certificate
   m. GIGW Compliance Certificate from STQC

66. Non Functional Requirement

Requirement Study: The vendor will be expected to do a requirement study for the website, which is to be agreed upon by the YCB. The desired navigation structure, general functionalities and reference points for the design will be discussed with the successful Bidder prior to start of work. In this context, the YCB will also be open to design & development suggestions from the successful Bidder

Compatibility: The site design must be cross-browser and cross-OS compatible up to the most recent browser / OS versions. Support for three platforms: Desktop/Tablet or Notebook and Mobile form factors will be required

Migration of Content: It is thus important that up to date, complete, and correct information is made available over the website in an interesting manner so that the users could fetch the information required from the website easily.

Scalability: The website shall be capable of incorporating the ERP, generated data from the ERP server through scaling / expansion.

Security: The website should allow secured socket layer. The website shall be security audited according to OWASP (Open Web Application Security Project) security verification standard.
67. Requirements for Maintenance Phase
After successfully passing the audit phase and the acceptance from department, the website should be made live and the maintenance activities have to be performed by the agency at least for three years.

All the above mentioned points from 1 to 67 related with development of new website of YCB are accepted and fully complied.

Signature of Bidder with stamp
YOGA CERTIFICATION BOARD  
Morarji Desai National Institute of Yoga  
Ministry of AYUSH, Govt. Of India  
68, Ashoka Road, Near Gole Dak Khana, New Delhi - 110 001.  
Tel: +011-23354695,011-23354634  
Website: yogamdniy.nic.in


**PRICE/FINANCIAL BID**  
(NIT NO: 1-3/MDNIY/YCB/WEB/2018)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Items Description</th>
<th>Rate In figures (INR)</th>
<th>Rate in Words(INR)</th>
<th>Amount in INR</th>
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<tbody>
<tr>
<td>1.</td>
<td>Design &amp; Development Of Yoga Website including Centralize Registration and Payment Gateway.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Data Migration and Integration Of Old data of Different Professional Certification bodies in centralize YCB Website database.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Security Audit/STQC certification and Migration of website to NIC Server.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>AMC charges for further One year</td>
<td></td>
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<table>
<thead>
<tr>
<th></th>
<th>Total Amount</th>
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<tr>
<td>Taxes Applicable (if any)</td>
<td></td>
</tr>
<tr>
<td>Total Amount including all Taxes</td>
<td></td>
</tr>
</tbody>
</table>

**Note:**  
- Only Grand Total will be considered during financial evaluation of the bids.  
- Bidder must submit commercial bid on letter head with authorized signatory & stamp.
CHAPTER – 8: CONTRACT/AGREEMENT FORM

YOGA CERTIFICATION BOARD
Morarji Desai National Institute of Yoga
Ministry of AYUSH, Govt. Of India
68, Ashoka Road, Near Gole Dak Khana, New Delhi - 110 001.
Tel: +011-23354695,011-23354634
Website: yogamdniy.nic.in


AGREEMENT

This Agreement is made at………………on this…………..day of…………………….2018.

BETWEEN

Yoga Certification Board, MDNIY represented through CEO, (Hereinafter referred as the Principal/Owner’, which expression shall unless repugnant to the meaning or context hereof include its successors and assignees)

AND

…………………………………………………………………………….
(Hereinafter referred to as the “Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and assignees).

(Name of the Agency/firm)

Through………………………………………………………………………..(Details of duly authorized signatory)

WHEREAS the YCB being desirous of design, development and maintenance of yoga portal website from the experienced and eligible software companies and specialized agencies having completed similar works.

AND WHEREAS the bidder’s offer has been accepted by the competent authority of the YCB on behalf of the YCB for the said work at their tender document as per letter no: …………… Dated: ………………… and all other connected documents etc. complete.

AND WHEREAS the bidder has further agreed to perform the said work according to the “Terms & Conditions” General conditions of the contract, Specifications, Schedule and guidelines etc. complete. (Hereinafter referred to as “the documents”)
The detailed scope of work to be performed by the bidder shall include but not be limited to providing said work etc. /quantity specification and to provide certificates of quality workmanship and performance of the contractors according to the specifications.

The Bidder/Supplier shall perform the above-referred work complete in all respects.

The Agency may be asked by the YCB to take up additional works for various time to time requirement of the YCB on the approved rates as per the agreed terms & conditions.

Now it is hereby agreed as follows:-

THAT pursuance to this agreement and in consideration of the payment to be made by the YCB to the Bidder/Supplier, the Supplier shall duly perform the said works with great promptness, care and accuracy to the full satisfaction of the YCB in all respects with the said document, and any other terms, conditions etc. complete.

In witness the parties hereto have signed this agreement on the day and year written above.

For and on behalf of

M/s._____________________________
Bidder

Name: _____________________________
Designation: _______________________

Witness:
1. Signature_______________________
   (With date)
   Name ___________________________
   Address_________________________
2. Signature_______________________
   (With date)
   Name ___________________________
   Address_________________________
YOGA CERTIFICATION BOARD
Morarji Desai National Institute of Yoga
Ministry of AYUSH, Govt. Of India
68, Ashoka Road, Near Gole Dak Khana, New Delhi - 110 001.
Tel: +011-23354695,011-23354634
Website: yogamdniy.nic.in


COPY OF AGREEMENT

Name of Supplier : M/s.______________________________________________

Tender Amount : Rs........................................

(Rs In Word............................................................................................)

Time Allowed : 90 Days

Validity of tender : 01 (ONE) Year

Starting Date :

Certified that this Agreement contains ________ pages including all concerned papers.

For and on behalf of for and on behalf of
M/s. _____________________________ CEO ,YCB

Name:________________________
Designation:________________________
CHAPTER – 9 : SUBMISSION OF TENDER

YOGA CERTIFICATION BOARD
Morarji Desai National Institute of Yoga
Ministry of AYUSH, Govt. Of India
68, Ashoka Road, Near Gole Dak Khana, New Delhi - 110 001.
Tel: +011-23354695, 011-23354634
Website: yogamdniy.nic.in


(On Company letter head)

Ref No. : .........................  Date : ......................

To,

CEO,
Yoga Certification Board
Morarji Desai National Institute of Yoga
Ministry of Ayush, Govt. Of India

Sub: Submission of Tender for the work of Design, Development & Maintenance of Yoga portal Website.

Dear Sir,

I/We acknowledge that Yoga Certification Board is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/we acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by Yoga Certification Board. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.
I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, YCB shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully,

(Duly authorized signatory of the Bidder WITH STAMP)
INTEGRITY AGREEMENT

This Integrity Agreement is made at……………on this………………day of……………………2018

BETWEEN

Yoga Certification Board represented through CEO, (Hereinafter referred as the Principal/Owner’, which expression shall unless repugnant to the meaning or context hereof include its successors and assignees)

AND

……………………………………………………………………………

(Hereinafter referred to as the "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and assignees).

Preamble

WHEREAS the Principal / Owner has floated the Tender(NIT No. 1-3/MDNIY/YCB/WEB/2018) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for the works of Design, Development & Maintenance of Yoga portal Website.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s)

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact” the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

   a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner’s employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

   b) The Bidder(s)/Contractors(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

   c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

   d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly
could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per Performa enclosed) any and all payment he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

**Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/Contractor Accepts and undertakes to respect and uphold the Principal/Owner’s absolute right:

1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

2) Forfeiture of EMD/Performance Guarantee Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of
Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

**Article 4: Previous Transgression**

1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

**Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors**

1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.

2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

**Article 6: Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority.

**Article 7: Other Provisions**

1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Principal/Owner, who has floated the Tender.

2) Changes and supplements need to be made in writing. Side agreements have not been made.

3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement / Pact or interpretation thereof shall not be subject to arbitration.

**Article 8: LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and / or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witness:

...........................................
(For and on behalf of Principal/Owner)

...........................................
(For and on behalf of Bidder/Contractor)

**WITNESSES:**

1. ......................................................
   (Signature, name and address)

2. ......................................................
   (Signature, name and address)

Place:
Dated:
## Designation of Key Personnel

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<th>S. No.</th>
<th>Name</th>
<th>Educational Qualification</th>
<th>Length of Professional Experience</th>
<th>Present Employment</th>
<th>No. of Eligible Assignments</th>
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<td>Project Director &amp; Team Leader</td>
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<td>UI/UX Designer</td>
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Experience of Key Personnel.