



INDIAN MARITIME UNIVERSITY
Training Ship Chanakya
(A Central University, Ministry of
Shipping, Government of India)
NMC, Nerul, Navi Mumbai-400706
(Tel: 27703876/20871976
Ext.294)

Tender No. IMU-NMC/WEBSITE/2021/0020

17.06.2021

TENDER NOTIFICATION

Sealed tenders in Two bid system are invited from reputed and established service provider for development and maintenance of Website for Indian Maritime University, Navi Mumbai Campus (TS Chanakya) for a period of three years. The tender document can be downloaded free of cost from website www.imunavimumbai.ac.in or www.imu.edu.in from 17.06.2021 onwards. There shall be a pre-bid meeting on 28.06.2021 for site inspection. Last date for receiving tender at IMU NMC is 13:00 Hrs on 09.07.2021

Deputy Registrar (Admin)

TENDER ABSTRACT

1	Title	Tender for Developing Campus website, hosting and maintaining it for a period of three years.
2	Notice Inviting Tender No.	Tender No. IMU-NMC/WEBSITE/2021/0020 17.06.2020
3	Pre bid meeting	14:30 PM on 28.06.2021 at Indian Maritime University, NMC (T S Chanakya), Karave, Nerul, Navi Mumbai-400076.
4	Last date and time for receipt of bids	13:00 Hrs on 09.07.2021
5	Date and time for opening of Technical bid	15.30 Hrs on 09.07.2021
6	Date and time for opening of Financial bid:	To be intimated later (Intimation shall be made to Technically qualified bidders only.)
7	Period of contract (Work Completion period)	Four weeks for basic development. And maintaining/updating the website as an when required during the contract period.
8	Warranty/guarantee Services	The website is to be maintained for the duration of the contract. It should be up all the time and accessible to the users.
9	Estimated cost of the Tender	4.5 lakhs
10	Validity of tender offers	90 days from date of opening of Technical bid.
11	EMD Amount	Nil
12	Security Deposit (for finalized bidder only)	3 % of the contract value in the form of Demand Draft payable in favor of Indian

		<i>Maritime University, NMC payable at Mumbai/Navi Mumbai.</i>
<i>13</i>	<i>Address for Submission of Tender</i>	<i>Deputy Registrar (Admin), IMU, NMC, (T S Chanakya) Karave, Nerul, Navi Mumbai-400 706</i>

1. Invitation for Bids:

The Indian Maritime University, Navi Mumbai Campus (hereinafter referred to as the buyer or IMU-NMC) intends to invite bids for Developing, hosting and maintaining the Campus website. For this purpose, Sealed Tenders under Two bid system, are invited from reputed, experienced and technologically sound agencies capable of website developer/hosting and maintaining service provider.

Type of Tender	<p>Two bid system:</p> <ol style="list-style-type: none">1. Technical Bid Cover : Includes Technical Specification Super scribing “Development and maintenance of Website for Indian Maritime University, Navi Mumbai Campus (TS Chanakya).”2. Financial Bid Cover : Includes Price details. Super scribing “Development and maintenance of Website for Indian Maritime University, Navi Mumbai Campus (TS Chanakya).”3. Main Cover: Include Technical Bid and Financial Bid with Super scribing “Development and maintenance of Website for Indian Maritime University, Navi Mumbai Campus (TS Chanakya).”
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EMD and Tender Fees:

Sl.No.	Particulars	Supporting document
1	Tender documents can be downloaded at free of cost from www.imunavimumbai.ac.in or www.imu.edu.in	Nil
2	Service Provider must submit the Undertaken in Company Letterhead.	Due to COVID-19 pandemic situation Bidders in lieu of Bid security shall submit the following certificate in their letter head duly signed by authorized

		<p>signatory.</p> <p>“I/we, hereby state and understand that if I/we withdraw/modify our bid during the period of validity of the tender, the administration would suspend the Bidder from participation in any future tenders of IMU for a period of 6 months”.</p>
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2. Instructions to Bidders:

2.1. General Instructions:

2.1.1. Tender documents consisting of Technical & Financial Bids shall be submitted in a single Cover. This cover should be sealed and super scribed as “Technical Cum Price Bid”. The Cover should also be super scribed “Development and maintenance of Website for Indian Maritime University, Navi Mumbai Campus (TS Chanakya).”.

2.1.2. Sealed bids should be dropped in the Tender Box at IMU-NMC, Karave, Nerul, Navi Mumbai-400 706 or sent by registered post in the address mentioned for communication below and to reach this office by due date and time. Late tenders will not be accepted in any circumstances and no responsibility will be taken for any postal delay or non-receipt/non-delivery of the bid documents.

2.1.3. A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by this office prior to deadline prescribed for submission of bids. No bid shall be modified after the deadline for submission of bids and

expiration of the period of bid validity specified. Withdrawal of a bid during this period will result the administration would suspend the Bidder from participation in any future tenders of IMU for a period of 6 months.

2.1.4. The bidders should submit all details, documents etc. as required in the tender document duly signed on each page. All the pages of tender document including the documents enclosed with it should be serially numbered. The total number of pages should be mentioned in the forwarding letter. In case bidder fails to do so, the offer will be considered as unsolicited bid and IMU-NMC will reject the bid without seeking any further clarification.

2.1.5. The bidder shall submit the copy of the tender document, corrigendum and addenda thereto, if any, with each page signed and stamped to confirm the acceptance of the entire Terms and Conditions of the tender.

2.1.6. All communications with regard to this tender to be addressed to:

Deputy Registrar (Admin),
Indian Maritime University
Navi Mumbai Campus,
(T S Chanakya)
Karave, Nerul,
Navi Mumbai-400 706
Tel: 20876809
e-mail: dradmin.navimumbai@imu.ac.in

2.1.7. IMU-NMC at its sole discretion reserves the right to extend last date of submission of tender and the same shall be updated in IMU- NMC

website and all bidders are requested to visit the website for latest updates.

2.1.8. IMU-NMC reserves the right to annul the bidding process at any time without any liability for such annulment, without assigning any reason there to.

2.1.9. IMU-NMC reserves the right to invite revised tenders with or without amendment at any stage without any liability for such invitation and without assigning any reason thereof.

2.1.10. IMU-NMC shall notify the successful bidder through e-mail and telephonically inform about sending a mail. IMU-NMC will send the purchase order by e-mail to the successful bidder. This purchase order letter shall indicate the details of services to be supplied by the bidder and the amount which IMU-NMC shall pay to the successful bidder in consideration of the execution of the contract by him.

2.1.11. Upon receipt of the Work Order by the Contractor, he shall execute an Agreement on Non-Judicial Stamp paper for value of Rs.100/- (Rupees Hundred only) within Seven (07) days from the date of receipt of Work Order.

2.1.12. Quoted rates must be valid for 90 days from the date of Opening of the Tender.

2.1.13. The bidder must comply with all the provisions of Rules/Regulations Statutory guidelines applicable and shall comply with all necessary registration, licenses, approvals and sanction under the applicable laws.

2.1.14. The bidder shall note that no alternative or counter or qualifying tender conditions by the bidder will be acceptable to IMU-NMC. Tenders containing any qualifying conditions in any form may be treated as non-responsive and will run the risk of rejection. In general, printed or another written terms & conditions shall not be accepted.

2.1.15. Bidder who submits more than one tender will be disqualified.

2.2. **Pre-Bid Meeting and Clarification.** IMU-NMC shall organize a Pre bid meeting on the Scheduled Date, Time and Venue as mentioned in Tender Abstract, at Indian Maritime University, NMC, Karave, Nerul, Navi Mumbai-400 706. The prospective bidders shall submit their queries in writing in prescribed format below to the address mentioned in the invitation of tenders or E-Mail to dradmin.navimumbai@imu.ac.in, Two days before the Pre-bid meeting and the same shall be clarified during the Pre-bid meeting.

	Clause No. & Page No.	Reference Clause Details	Clarification Sought

IMU-NMC may or may not incorporate any changes in the Tender document based on acceptable suggestions received during the Pre-Bid meeting. The decision of IMU-NMC regarding acceptability of any suggestion shall be final in this regard and shall not be called upon to question under any circumstances.

2.2.1. **Response to queries and issue of amendments:**

2.2.2. IMU-NMC decision is final and binding with regard to interpretation of terms used or other tender contents.

2.2.3. IMU-NMC may, for any reason, suo moto or in response to a clarification by a prospective bidder or bidders, modify the tender documents by amendments (through addenda / corrigenda etc.).

2.2.4. Any such amendments will be informed to all the participants in the pre-bid meeting besides hosting on IMU-NMC website. All the bidders who had downloaded/received the Bid Document shall verify, whether any such amendments have been issued by IMU-NMC, before submitting their bid and shall take cognizance of and include such amendment(s) in their submission. In any case, the amendment(s), if any, shall be binding on the Bidder.

2.2.5. Any such corrigendum/addendum shall be deemed to be part or incorporated into this NIT.

2.2.6. In order to provide prospective bidders reasonable time for taking the Corrigendum/Modifications into account, IMU-NMC may, at its sole discretion, extend the last date for the receipt of Bids. However, no such request in this regard shall be binding on IMU-NMC.

2.2.7. It is the responsibility of the bidder to check the website of IMU-NMC from time to time for updates.

2.3. **Cost of Bidding.** The Bidders shall bear all costs, efforts or their time associated with the preparation and submission of their bids and the IMU-NMC will in no case be responsible or liable for those costs / efforts / time, regardless of the conduct or outcome of the tendering process or the cancellation, if any, of tender by IMU-NMC, due to any reason whatsoever

and at any stage of the tender (IMU-NMC is not responsible, if there is a cancellation even after price bid opening).

2.4. Completeness of Tender. The Bidder is expected to examine all instructions, forms, terms, conditions and deliverables in the tender document. Failure to furnish all information required by the tender documents or submission of a tender offer not substantially responsive in every respect to the tender documents will be at the bidder's risk and may result in rejection of its tender offer. The tender offer is liable to be rejected outright without any intimation to the bidder if complete Information as called for in the tender document is not given therein, or if particulars asked for in the forms / pro-forma in the tender are not fully furnished.

2.5. Deadline for Submission of Proposals. Tenders must reach the IMU-NMC through speed post / courier or to be dropped in to the box placed in the Deputy Registrar (Admin) Office, IMU-NMC, prior to the last date & time for submission, specified in the abstract. IMU-NMC may, at its sole discretion extend the date and time for submission of tenders. Any updates with regard to such extension or any other communication intended for the bidders / prospective bidders will be made only through IMU's website stated above. Any tender received after the last date and time for submission of tenders prescribed will be rejected.

2.6. Late Proposal. Any proposal received by IMU-NMC after the deadline for submission of proposals prescribed by IMU-NMC, will be rejected and kept as an unopened Tender.

2.7. Modification and withdrawal of bids:

2.7.1. The bidder may be allowed to modify or to submit revised bid due to corrigendum, addendum, etc., issued by IMU-NMC, any time prior

to the last date prescribed for receipt of bids, by giving a written notice to the IMU-NMC.

2.7.2. The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in a manner similar to the original Proposal.

2.7.3. Subsequent to the last date for receipt of bids, no modification of the bids shall be allowed. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the of bid validity period specified. Withdrawal of a bid during this period will result in Bidder's will suspend from participation in any future tenders of IMU for a period of 6 months.

2.8. **IMU's Right to accept and to reject any or all proposals:**

Not with standing anything else contained to contrary in this Tender Document, IMU-NMC reserves the right to accept or reject any Bid or to annul the bidding process fully or partially or modifying the same and to reject all Proposals at any time prior to the award of work, without incurring any liabilities in this regard.

2.9. **Rejection of Bids.** The bids will be rejected on following grounds:—

- a) If any one of the eligibility criteria as per the qualification criteria is not met
- b) If tender terms and conditions are not met
- c) If bidder gives wrong information in the bid
- d) Canvassing in any form in connection with the bids
- e) If the bid is incomplete /partial bid/ conditional/unclear in any form
- f) Bids submitted after due date and time
- g) Bids are submitted through Telex/Fax/ e-mail (i.e. modes other than by way of speed post/ courier/ dropping in the box provided)

- h) Erasure and/or overwriting (if not countersigned by authorized person)
- i) Bids not signed by authorized signatory.
- j) If the Bid Documents including supporting Documents has not been serially numbered and properly Binded/Taged.
- k) Any other technical lapses found out during examination of the documents.

2.10. **Bid validity.** Tenders shall remain valid for 90 days from the last date for submission of tender.

2.11. **Bid Evaluation:**

2.11.1. Tenders will be opened at the IMU-NMC, Karave, Nerul, Navi Mumbai-400 706 at 15:30 hours on 17.06.2021. Any bidder who are willing to observe the tender opening, may, in person or through his authorised representative, be present at the venue and witness the tender opening. In case of authorized representative, bidder should send a letter of authorization containing the specimen signature of their representative who is deputed to be present at the time of opening of tender. Representatives without carrying the letter of authorization and personal identity card (i.e. office identity card/voter card/any government id proof) will not be permitted to witness the opening of the tender. The maximum number of representatives that a bidder can depute to witness the opening of the tender will be limited to One.

2.11.2. The bidder or his authorized representative who are present shall sign a register evidencing their attendance. In the event of the specified date of tender opening being declared as a holiday for the IMU-NMC, the tender shall be opened at the specified time on the next working day.

2.11.3. The information furnished by the bidder in Cover - I in the

prescribed format supplied by the IMU-NMC will form the basis for the evaluation. In exceptional cases IMU-NMC representative reserves the right to obtain the clarifications from any of the bidder without vitiating the tendering process. If, in the opinion of the IMU-NMC, information and documents supplied in support of the tender do not indicate/meeting the requirements of the tender specifications, the tender may be determined as non-responsive and may be rejected by the IMU-NMC.

2.11.4. The Opening date & time of Price Bids (Cover- II) of technically qualified bidders will be communicated to technically qualified bidders only and will be opened in the presence of the technically qualified bidders or their authorized representatives, if they choose to attend and present. The procedures and number of participants etc., for opening Cover - II will be the same as the procedures outlined in Clause (3.12.2) & (3.12.3).

2.11.5. The tender for Development of Website and its operation/maintenance shall broadly consisting of following parts viz.

- a) Development of Website to make Campus related information available online for the past/present/future students/staff/stakeholders and public at large.
- b) Host and Maintain the website for a period of three years. This would include any modification to layout or adding some additional links/pages to keep information sections well organised.

As provided in the price bid format, the prospective bidders have to quote the price for all the components independently and the bidder who quoted the lowest (L-1) total in Row-11 Total Cost Column in

price bid will be awarded the work order subject fulfilment of Minimum Configuration as per 6.2 & 6.3.

2.11.6. In case of tie, contract will be awarded to the bidder who has carried out the similar work and achieved the maximum Turnover out of the same.

2.11.7. In case of any mathematical errors in price bid, the figures derived by the committee are final. In case of difference in the amount mentioned in figure and word, the lower of two will be considered.

2.11.8. The contract period shall be deemed to have been commenced from the date of issue of work order.

2.11.9. The tender document should bear the full signature of the tenderer or if the tenderer is partnership firm, then tender should bear the full signature of all the partners or the signature of the person holding power of attorney on behalf of the such tenderer and in case the tenderer is a Pvt. Ltd. or Public Ltd., Co. by any competent/ authorized person duly authorized by an official not below the rank of Director or Chief Executive or the Board.

2.12. **Special Conditions.**

2.12.1. Successful bidder will nominate an Officer/Manager as single point of contact to IMU-NMC to promptly address the issues raised by this Office. The bidder should have active office at Mumbai/Navi Mumbai. The Active Office may be inspected by IMU Official at any stage of this tender and if found non-existence of the office the tender shall be rejected without any prejudice on the grounds of providing false information and suitable legal action can be initiated

against the bidder.

2.12.2. The Bidder, whom the work is awarded, has to appoint a person as one point communication to deal with issues during Supply and Warranty Period and same shall be communicated to IMU-NMC within 7 days from the date of awarding of contract. Any further changes at times in this regard, have to be communicated to IMU-NMC.

2.12.3. In case of any change in relation to location/communication details of office, after awarding of work, the bidder has to ensure that the same shall be communicated to IMU-NMC within reasonable time.

2.12.4. The Bidder shall not submit more than one proposal/statement of price-bid.

3. Earnest Money Deposit: Nil

3.1 The undertaken to be provided in letter head of bidder as "I/We, hereby state and understand that if I/we withdraw/modify our bid during the period of validity of the tender, the administration would suspend the Bidder from participation in any future tenders of IMU for a period of 6 months".

3.2 Where a person whose tender has been received by IMU-NMC intimates that he is withdrawing their tender before the validity period or makes any modification in the terms and conditions of the tender which are not acceptable to the IMU-NMC (or) fails to furnish the Security Deposit within the prescribed time and bidder fails to enter into a contract/agreement within 07 days or the time specified by IMU-NMC from the date of receipt of Work Order the IMU-NMC shall without prejudice to IMU-NMC any other right or remedy, be at liberty that the administration would suspend the Bidder from

participation in any future tenders of IMU for a period of 6 months.

- 4. Eligibility Criteria:** The bidder should have mandatory qualification as per the following table. The proposal of the bidders who are fulfilling the mandatory qualification criteria shall be considered for Cover-II evaluation. The offer will be rejected if the bidder does not fulfil any one of the mandatory qualification criteria.

	Eligibility Criteria	Mode of Proof
5.1.	The bidder should be in the business of developing websites, hosting them on their server (both owned/leased) and maintaining them for past 5 years. He must have developed/hosted websites of any Government department / educational institute / University.	Certificate of Incorporation and Articles of Association of the participant in case of Company /Limited Liability Partnership Agreement in case of LLP/Work Order/Valid certificate to that effect.
5.2.	The bidder should possess valid Trade License, PAN and GST/Sales Tax Registration Certificate and should have office at Mumbai/Navi Mumbai.	Self-attested photo copy of said certificates.
5.3.	The bidder should submit the Income Tax return for last three previous years ending 31 st March 2020.	Attested by Chartered Accountant Income Tax return certificates.
5.4.	Average Annual Turnover of the bidder shall be Rs.25 lakhs/- or more during the last 3 years out of his Web developing/hosting Business.	Audited Profit & Loss account and Balance Sheet for last Three years ending 31st March, 2020 and if Turnover from IT Business is not reflecting specifically in P&L

		then Auditor certificate to the effect that service provider has average annual Turnover Rs. Rs.25 lakhs or more from IT Business during the last Three years.
5.5.	<p>The Service Provider should have satisfactorily completed "Similar Supply/Service" involving values any one of the following (i.e. (a) or (b) or (c)) in last Three financial years i.e. from 2017-18 to 2019-20.</p> <p>a) One similar work of value at least Rs. 3.6 Lakh (Rupees Three lakh sixty thousand) (80% estimated value of bid)) [OR]</p> <p>b) Two similar works of value at least Rs.2.7 Lakh each (Rupees Two lakh seventy thousand) (60% estimated value of bid)) [OR]</p> <p>c) Three similar works of value at least 1.8 Lakh each (Rupees One lakh Eighty thousand) (40% estimated value of bid))</p>	<p>Copy of Purchase Order/Work Order and Copy of Completion Certificate/Final Invoice /Letter indicating return of Security Deposit for providing satisfactory 'Completion of Work' should be furnished for each of the projects.</p>
5.6.	The Bidder must have own web development centre and server system to host the website.	Relevant documents/ agreements duly attested by Bidder.
5.7.	Track record of references of earlier purchase or work orders completed Web	Data to be supported by relevant proofs like Work Order/ customer testimonial or any other formal

	<i>development/hosting</i>	<i>document to denote proof of successful project completion</i>
<i>5.8.</i>	<i>The Service Provider should not have been debarred for last 3 years by any government Department.</i>	<i>Self-declaration to this effect.</i>
<i>5.9.</i>	<i>Maintenance Support during the Contract</i>	<i>The supplier should required inhouse facility to maintain the website</i>

5.9. 'Similar Work/Service' means Development and hosting of the Website with Government / Semi-Government/ Public Sector organisations/ National level educational institutes and Central Universities/ State Universities / UGC/AICTE Recognized or private Sector Universities / Maritime training Institutes.

5.10. With regard to the various proof/supporting documents produced by the bidders for establishing that they meet the various eligibility conditions, it shall be IMU-NMC prerogative to decide whether the document produced is valid evidence or not and to call for additional proof, if required.

5.11. All documents submitted along with this tender for meeting eligibility criteria are to be duly signed by the authorized signatory. If required, IMU-NMC may insist for notarized copy or ask to produce originals to ascertain the veracity of the documents. IMU-NMC also reserves the right to ask more proof to corroborate the eligibility declarations.

6. Scope of Work:

<u>S</u> <u>No</u>	<u>Description</u>	<u>Remarks</u>
A	Design and Development <ul style="list-style-type: none"> The website has to be developed based on Open 	

	<p>Standards.</p> <ul style="list-style-type: none"> • Page Layout, Graphic Buttons and Icons are to be in standard format. • Dynamic Website with Responsive Design, Browser and Device Compatibility Design (Mobile Compatibility), Divyangjan and User Friendly. • Support for Payment Gateway <p>The template for website can be seen from current website of IMU Mumbai port and Kolkata campuses. The Website is expected to be 3-4 layer deep and shall have following features</p> <p>(i) Cover Page having link for various parts of website, introduction of the institute.</p> <p>(ii) Details of courses being conducted.</p> <p>(iii) Academic circulars/notices for students</p> <p>(iv) Post Sea course information/booking link</p> <p>(v) Hosting of tenders</p> <p>(vi) Academic notices/timetables for access by students</p> <p>(vii) Events in the campus and their photographs</p>	
B	Provide SSL Certificate compulsory.	
C	Hosting of the website and regular update as instructed by the authorised officer of the institute. The Facility of directly uploading the tender document/other notices by the authorized person of the institute should also be provided.	
D	Provision for online booking of courses.	
E	Integration of SBI online payment gateway into the campus account through website.	
F	Operating system Windows/Linux. Database My SQL/MSSQL sever	
G	The hosting service should be efficient with adequate storage and easy user access.	

H	The website should be compatible for access from all the leading browsers viz Google Chrom, MS Edge, Fire Fox, Safari, Opera etc. It should be accessible from Mac/Windows/Android/OS platforms including mobile phones.	
I	The website should be validated for HTML5/XHTML/CSS5	
J	<p>The website should incorporate following.</p> <ul style="list-style-type: none"> (i) Personal Profile of Faculties, (ii) Organogram (iii) Campus Activities (iv) Important Academic and Administrative notifications. (v) Details of modular Courses (vi) Tenders (vii) Events in the campus (viii) Photo Gallery (ix) Modular Course booking and fees payment (x) Student Corner 	This list is indicative contents could be changed.
K	<p>Maintenance of the Website would include information update hosting tenders/notifications, updating information on each page as necessary.</p> <ul style="list-style-type: none"> - Website maintenance for broken links and page formatting - Back end panel updates to reflect changes on the front end. - Images and videos need to be processed for resolution and pixel saturation, all the images will be processed and videos will be given cover page with logos throughout for copyrighting. - Any modification to existing pages regarding images, text, videos (without changing website 	

	<p>format)</p> <ul style="list-style-type: none"> - Addition to any pages and forms as desired fit by the AIMS team - Check for poor or fading images and replace as required. - Update your web page (static page) Meta tags. - Will test all forms and redirection of the messages throughout (requires you to confirm receipt). 	
L	The Service provider would ensure uploading any notification/tender within 4 hours of receiving by e-mail.	
M	<p>Search Engine Optimization:-</p> <ul style="list-style-type: none"> (a) Site should have good Search Interface. (b) Home Page to be optimized for faster opening. 	
	<p>Security and Privacy:-</p> <ul style="list-style-type: none"> (a) Site should be in compliance with Security Audit and certified for hosting by a CERT-IN empanelled agency. (c) Site is to be GIGW, OWASP and W3C compliant. 	

6.1 Installation, Delivery & Penalty for Delay:

- a) **Delivery:** The Work of Website Design Installation and setting up should be completed within four weeks from the Date of issue of this work order. At least two meetings would be held to finalise the Website first to discuss the requirement and then to discuss the basic framework, Graphics and presentation with demo.
- b) The Vendor has to send a work status report on Weekly basis on every Monday to Deputy Registrar (Admin) and other concerned officers through mail till completion of the Work.
- c) In case of delay in Delivery more than the specified/allowed time, or any inconvenience caused either in terms of delivery or quality of the above mentioned products, IMU-NMC reserves full rights to impose penalty. For delay in delivery for every week or part

thereof, a penalty of 0.5% (point five percent) of the Purchase order amount, subject to maximum of 10% of the Purchase order amount will be deducted.

6.2 Warranty:

- a. The Vendor would assure 99% up time. In case of routine maintenance advance information would be given and same would be flashed on the website at least one day in advance indicating down time period.
- b. In case of down time exceeding 1% of time a penalty of Rs 500 per hour of excessive down time would be imposed.
- c. The comprehensive maintenance post warranty would be inclusive of all the services required to update the website within stipulated time frame.

6.3. Penalty for failure in Maintenance of Down Time. Penalties will be imposed on the service provider, in case the vendor has failed to fix problem within Down Time as follows:-

6.3.1 Rs. 250/- for No Proper Response (or) not fixing the problem complaint within 24 hours. The problem is not fixed after 24 hrs per day Rs. 250/- fine will be imposed.

6.3.2 In case of imposing of penalty by IMU-NMC, the same shall be communicated through letter to Service Provider and the penalty amount should be deposited in IMU-NMC Bank account within Ten working Days from the date of receipt of letter, otherwise the same shall be deducted from the Security Deposit of Service Provider after the said Ten Working Days without any further notice.

7. Security Deposit:

7.1. Within 07 working days of the successful Supplier/Service Provider's receipt of notification of award, the Supplier/Service Provider shall furnish a Security Deposit of 3 % of work order value in the form of A/C Payee Demand Draft in favour of Indian Maritime University payable at Mumbai/Navi Mumbai.

7.2. The Security Deposit will be discharged by the IMU and returned to the Vendor without interest not later than 30 days following the date of completion of the Vendor's performance obligations including warranty period and submission of completion certificate.

7.3. The proceeds of the Security Deposit shall be payable to the IMU as compensation for any loss (es) resulting from the failure of the Vendor to meet out its obligations under the Contract. This shall be in addition to any other action/penalty taken by IMU for delays/default/failure on the part of the Vendor.

8. Payment Terms:

8.1. No advance payment will be made.

8.2. The successful Service Provider should furnish the bill for Development, Hosting and maintenance of Website to the IMU-NMC, in Triplicate on completion of the work. The payment shall be made based on successful completion, Hosting of Website.

The Bills shall be submitted as follows:

S.No	Time to Raise Bill	Submission of Bill
1	The Amount payable for	The Bill shall be submitted along

	Development of the Website	with the website inspection report prepared by nominated officer of the campus. The bill must clearly mention each line item separately indicating quantity, unit price and total cost. GST and any other applicable tax needs to be shown separately
2	AMC Charges for 3 years	Payment shall be made quarterly. Bill to be submitted at the end of quarter.

- 8.3. Payment shall be made within 10 working days from the date of submission of bill along with satisfactory completion certificate and trial report of the committee formed by the institute to verify system performance. The AMC bill payment would be made at the end of quarter subject to no outstanding defect in the system.
- 8.4. In the event of unsatisfactory performance or non-performance of any of the steps/activities not attributable to IMU-NMC or to Force Majeure causes, IMU-NMC shall have the right to withhold the corresponding payment for these steps/activities either fully or partly after giving a 7-day notice to the Vendor to show cause against the same, and to take such other legal action to make good the losses caused by the Vendor to IMU-NMC. Penalty (Liquidated Damage) shall be decided by IMU-NMC without any ceiling but not more than awarded value. IMU-NMC shall also have the right to terminate the contract altogether (upon which the Security Deposit paid by the Vendor shall stand forfeited) and to entrust the remaining work at the discretion of IMU-NMC.

9. **TAXES AND DUTIES.** The Tax Invoice raised by the supplier must be in compliance of relevant GST acts, rules & notifications. The rate and amount of CGST, SGST, IGST and GST (Compensation to state) cess, related to supply of goods, shall be shown separately in tax invoice for each item of supply.
10. **Anti-Profiteering Rules of GST.** The Service Provider should strictly adhere with the Anti-Profiteering Rules of GST.
11. **Confidentiality.** The Supplier/Service Provider and their personnel shall not, either during implementation or after completion of the project, disclose any proprietary or confidential information or data relating to IMU-NMC Office Documents or about the security information about the website without the prior consent of the IMU-NMC. IMU-NMC reciprocally agrees to do likewise regarding any proprietary or confidential information or data relating to the Service Provider which may come into the possession or custody of IMU-NMC in the course of the project.
12. **Execution of Contract.** The successful Service Provider has to enter in to an agreement with IMU-NMC incorporating all clauses of the Tender document and any other as may be agreed to by both the parties on a Non-Judicial Stamp Paper of Rs.100/-.
13. **Termination Clause:**
- 13.1. In the event of the breach of any of the provisions of contract by the supplier, IMU shall have the right to terminate the tender after giving due notice, at any stage.

13.2. In the event of IMU terminating the contract for breach by the supplier of any of the provisions thereof, the supplier shall be liable for any loss suffered by IMU-NMC up to the time of the termination of the contract.

14. Force Majeure:

14.1. The Vendor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

14.2. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

14.3. If a Force Majeure situation arises, the Vendor shall promptly notify the IMU-NMC in writing of such conditions and the cause thereof. Unless otherwise directed by the IMU-NMC in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall all reasonable alternative means for performance not prevented by the Force Majeure event.

15. Indemnity:

The selected Service Provider shall indemnify IMU-NMC from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind how-so-ever suffered including

patent, copyright, trademark and trade secret, arising or incurred inter-alia during and after the Contract period out of:

- 15.1. Negligence or wrongful act or omission by the Selected Service Provider or its team or any Agency/ Third Party in connection with or incidental to this Contract; or
 - 15.2. Any breach of any of the terms the Selected Service Provider's Proposal as agreed, the Tender and this contract by the Selected Service Provider, its Team or any Agency/ Third Party.
 - 15.3. Service Provider (the "Indemnifying Party") undertakes to indemnify the client (the "Indemnified Party") from and against all losses, claims for damages including losses, claims for damages on account of bodily injury, death or damage to any of his personnel while working in the campus.
16. **Arbitration & Jurisdiction.** In the event of disputes, differences, claims and questions arising between the parties hereto arising out of this Agreement or anyway relating hereto or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the parties shall first endeavour to resolve such differences, disputes, claims or questions by mutual discussion and failing such settlement, the same shall be referred for arbitration by a sole Arbitrator appointed by the Director, IMU-NMC. Such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act 1996 or re-enactment thereof for the time being in force and shall be held in Mumbai/Navi Mumbai. In case the Arbitration award is not acceptable to either of the parties, they may approach courts having jurisdiction at Mumbai/Navi Mumbai only.

17. **Applicable Law.** *The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction of Mumbai/Navi Mumbai Courts only.*

Deputy Registrar (Admin.)

Statement No.1
Covering Letter to Accompany Technical Bid

[On the Letter head of the Service Provider and to be put in a separate sealed cover along with Statement no. 2 (Technical Bid)

Reference: IMU's Tender Notification for Development, hosting of IMU Navi Mumbai Website along with maintenance for three years vide Tender No. IMU-NMC/WEBSITE/2021/0020 dated: 17.06.2021

From
Name & Address of the Service Provider

To

Deputy Registrar (Admin),
IMU, NMC,
(T S Chanakya)
Karave, Nerul,
Navi Mumbai-400 706

Sir,

We are a -----

-----.

[Introduce your company and its activities with particular reference to your experience in development, hosting and servicing of web sites. Give some of the prominent websites developed, hosted and maintained by your company. Also furnish particulars of your registration with various statutory Tax authorities. Not more than 200 words].

- 1) *We hereby submit our Bid for development, hosting and servicing of web sites followed by three year Comprehensive AMC. Rates will be valid for a period of 90 days from the date of Opening of the Bids.*
- 2) *We have read and understood and hereby agree to all the terms and conditions stipulated by IMU-NMC in this tender including the Deliverables under the Project, the Time Line for delivery, Payment Terms including Warranty etc.*
- 3) *We certify that all the particulars furnished in our Bid are true and correct and based on documentary evidence. We understand that if any of the particulars is found to be false or misleading, IMU-NMC has the right to summarily reject our bid at any stage.*
- 4) *In the event of our being awarded the work, and understanding the urgency involved, we undertake to remit the Security Deposit along with acceptance of the purchase order within 07 days from the date of issue of the Purchase Order, failing which the Purchase Order may be cancelled and the EMD forfeited.*
- 5) *Our Price Bid is inclusive of all duties and charges if any and exclusive of GST and the price quoted shall be valid till the execution of the entire contract.*

- 6) We shall work closely with IMU-NMC and keep IMU-NMC posted at every stage about the progress made, and handover the entire data to IMU-NMC on conclusion of the project.
- 7) We shall render all assistance to IMU-NMC to make the projects a success including provision of Training to any person designated by the Deputy Registrar (Admin), IMU-NMC or any other designated officer in IMU-NMC premises to upload notices/tenders/and other information at specified space on the website.

Yours faithfully,

Date:

Signature with Seal of Authorised Signatory

Place:

Statement No.2 -TECHNICAL BID: Qualifying Criteria

Sl.No.	Qualification Criteria	Yes /No	Mode of Proof	Page number at which document is placed
5.1	The bidder should be in the business of developing websites, hosting them on their server (both owned/leased) and maintaining them for past 5 years. He must have developed/hosted websites of any Government department / educational institute / University.			
5.2	The bidder should possess valid Trade License, PAN and GST/Sales Tax Registration Certificate and should have office at Mumbai/Navi Mumbai.			
5.3	The bidder should submit the Income Tax return for last three previous years ending 31 st March 2020.			
5.4	Average Annual Turnover of the bidder shall be Rs.25 Lakhs or more (Twenty Five Lakhs) during the last 3 years out of his Web development /hosting / maintenance business.			
5.5	The Service Provider should have satisfactorily completed "Similar Supply/Service" involving values any one of the following (i.e. (a) or (b) or (c)) in last Three financial years i.e. from 2017-18, 2018-19 and 2019-20.			

	<p>a) One similar work of value at least Rs. 3.6 Lakh (Rupees Three lakh sixty thousand) (80% estimated value of bid))</p> <p>[OR]</p> <p>b) Two similar works of value at least Rs.2.7 Lakh each (Rupees Two lakh seventy thousand) (60% estimated value of bid))</p> <p>[OR]</p> <p>c) Three similar works of value at least 1.8 Lakh each (Rupees One lakh Eighty thousand) (40% estimated value of bid))</p>			
5.6	The Bidder must have own server or have a long lease arrangement with the server system owner firm. (copy of such agreement is to be provided) in case the service provider wishes to switch over to any alternate server he must give advance information and provide seamless transfer at no additional cost.			
5.7	Track record of references of earlier purchase or work orders completed for developing/hosting and maintaining websites.			
5.8	The Service Provider should not have been debarred by any governmental organisation for last 3 years.			
5.9	The AMC support system			

Note: Only details of Projects that have been fully implemented should be entered; not of those that are still under execution.

Declaration

I / We certify that all the particulars furnished above are true and correct and based on documentary evidence, and that I /we understand that if any of the above particulars is found to be false or misleading, our bid is liable to be summarily rejected at any stage and my /our company is liable to be blacklisted/debarred by IMU for at least 3 years.

Date:

Place:

Signature with Seal of Authorized

Signatory

Statement No.3 Price Bid

[On the Letter head of the Service Provider and to be put in a separate sealed cover]

Reference: IMU's Tender Notification for Development/hosting/maintenance of IMU-NMC website vide Tender No. IMU-NMC/Website/2021/0020 dated:-17.06.2021

From

Name & Address of the Service Provider

To

Deputy Registrar (Admin),
IMU, NMC,
(T S Chanakya)
Karave, Nerul,
Navi Mumbai-400 706.

Dear Sir,

We hereby submit our Price Bid in for Developing, Hosting and Maintening of Web site for IMU NMC Campuus with 3 years AMC post 1 year warranty/guarantee from the date of completion at the quoted rates exclusive of applicable GST.

I.

Sr. No.	Description Of Item	Price one time /quarterly	Taxes (VAT / Taxes)	Rate per Unit (inclusive of all taxes & exclusive of GST) in Rs	Total Cost (inclusive of all taxes & exclusive of GST) (in Rs. One time/yearly
1.	Development of the Website for IMU-NMC.				

2.	Hosting of website by Providing SSL certificate and other necessary licenses.				
3.	Quarterly charges for hosting, maintenance and updating of Website for First year				
4.	Quarterly charges for hosting, maintenance and updating of Website for Second year				
10.	Quarterly charges for hosting, maintenance and updating of Website for Third year				
11.	Total Cost				

II. The Supplier should mention Rate of GST applicable for each line item.

III. Date:

Place:

Signature with Seal of Authorized Signatory