

OPEN TENDER FOR DESIGN AND DEVELOPMENT OF THE WEBSITE



NEPAL SECRETARIAT OF SKILLS AND TRAINING (NSST)

Kathmandu, Nepal

July, 2023



Nepal Secretariat of Skills and Training

Open Tender

For

Design and Development of the Website

Bid Documents

Part –I, Special Conditions

Part II, General Conditions

Tender No. NSST/WEB/2023/P1

July 11, 2023

Nepal Secretariat of Skills and Training (NSST)
Bal Mandir Compound, Kathmandu,
Nepal

Contents

Nepal Secretariat of Skills and Training (NSST) – Top Sheet – Tender Document	i
Part I – Special Conditions	1
Part II - General Conditions.....	6
Nepal Secretariat of Skills and Training (NSST) -Tender Form (First Sheet)	7
NSST - General Tender conditions and instructions to Tenderer	8
Annexure – A	13
Constitution of the Firm.....	13

Nepal Secretariat of Skills and Training (NSST)

Top Sheet

Tender Document No. NSST/WEB/2023/P1

Tender Notice No.	NSST/WEB/2023/P1
Name of work	Design and Development of the website
Completion period	Three months
Last Date/ time of receipt of Tenders	Up to 6:00 p.m. on August 31 st , 2023 in the email of NSST
Date of opening of Tender	At 15 hrs. July 11 th , 2023 at NSST website
<p>The date on which the partnership was formed and the date of execution of the deed. The tenderers should submit with their tender a list of the works they have executed/are in the process of executing along with the required documents mentioned in this tender.</p>	

Nepal Secretariat of Skills and Training (hereinafter referred to as NSST/ the first party), is a Nepalese-German skills training initiative. It was established on September 2021. Although NSST has a presence on the web, NSST seeks to develop a well-equipped and international standard website shortly.

Tender is invited from agency/ company with exposure/ expertise in website development - design and develop website as per the Guidelines of Government of Nepal and International Standards for data security and malware protected website.

Part I – Special Conditions

1. Scope

The broad scope of the project is as follows:

- Preparation of the website (the main language is English and should have automated translation, especially in Nepali and German languages) as per the Government of Nepal's guidelines and should meet the International Standards of the website.
- Preparation of the home page of the website in the English language with automated translation in different languages especially: Nepali and German.
- Database-driven approach, and best-fit web development framework for the project preferably MERN stack.
- Addition of content to be added as and when required (both static and dynamic). NSST's team should also be able to do it on their own.
- The website should be inclusive meaning the contents should be differently abled.
- Provision of Electronic application forms (eAF) and online course registration and Electronic payment (digital payment) system. It should meet the International Standards of safety and security.
- The website should have a database pool for example an alumni portal, application portal, etc. monitored by the admin (NSST team).
- Physical training to NSST staffs for content placement on the website at the NSST office.
- 3 years' maintenance of the website with the rectification of errors, addition, or up gradation of contents.
- The website should be built with modern design principles.

2. Project requirements

The developer must follow the guidelines of the Government of Nepal websites and International standards to ensure proper standardization of all content. The website needs to be designed with all dynamic features for updating and prescribed web accessibility features as below:

- Least site opening time
- Clean and professional design
- Website reflects our organization's indent
- SEO-optimized website
- Security of the website

Overview home page, definitions, and disclaimer have to be given for the organization i.e. NSST. NSST requires pages containing the home page, about us, contact us, information about the programs, events, newsletters, online application and online payment-related information, and files for downloads.

3. **Functionality covered in Website**

Website components: The proposed website should have 2 broad components:

a) **Visitor section**

- i. **Landing page:** There would be a landing page of the website which should contain links to Nepali, English, and German version.
- ii. **Nepali content:** The Nepali content should be in Unicode font (Kokila / Akshar). The visitors would be able to view the content with ease without any requirement for font download. However, there might be a case wherein the browser might not support automatic font configuration, so proper guidelines should be there for font configuration for such users.
- iii. **Announcements and news:** All announcements and news from NSST should be listed here. The announcements and news should be listed date-wise. Announcements should have a valid date and after the date expiry, they would be automatically moved to the past events/ archives section respectively.

4. **Media center:** This would have the following sections:

- a) **Press Release:** All press releases from NSST should be under this section.
- b) **Photo Gallery:** Event-wise photographs should be listed under this section. Each photograph would have a brief description. All photographs would be listed in thumbnail (small) size and on clicking on the photograph it should be opened in a new window with the original size.
- c) **Events calendar:** A list along with details of all forthcoming events should be mentioned under this section. When the date of the event passes on the event should automatically be moved to archives under Events.

5. **Deputation:** Visitors to the site should be able to view all postings of the NSST. Complete details as to how to apply, where to apply, eligibility criteria and the last date of submission should be listed here. For example: on the expiry of the last date of submission, the job opening should be moved to the archives section.

6. **Related links:** Links to other NSST sites on social media and web applications should be provided.

7. **Frequently asked questions:** Provision of frequently asked questions along with answers to those questions. The administrator should also have the option to link the feedback received from visitors with frequently asked questions.

8. **Banners and Advertisements:** Facility to promote schemes of different partner companies'/organizations' programs or brands. They can be displayed prominently on the website in the form of banners and panels.

9. **Feedback:** Provision for visitors to the website able to send feedback or queries through the website. The feedback can be a general contact form for website visitors.
 10. **Visualization:** As per Government of Nepal guidelines and the International Standards for the website.
 11. **Content structure:** The website should have a level content structure (in English with automated and bug-free translation to other languages especially in Nepali and German) i.e. there should be main links in the website. Under each main link, there should be sub-links. Under each sub-link should be sub-links level 2 and so on.
 12. **Full-text search:** Provision of full-text search in the website for all the content. On entering any keyword, the system must be able to search in all links, sub-links, and sub-sub-links and should provide links where that word is present. On clicking the link, the content should be displayed.
- b) **Administrator section:** The website should have all facilities available as below:
1. **Secure login:**
 - Admin section must be protected by username and password and using salted MD5 encryption.
 - At the database level also passwords should be stored in an encrypted format.
 - After 5 consecutive wrong attempts the password should be reset and a new password would be sent to the administrator through email.
 2. **Links:** The administrator would be able to add/delete the links about English (Nepali or German) on the website at any point in time from any location. The control for the same should be so user-friendly that a simple data entry operator should be able to update the links. There would be three types of links, File (link to a file i.e. Doc, Pdf, jpg, etc.), URL (link to some other website, social sites, etc.), and Content (static information in rich text format). Also, the administrator should be able to set the order in which the links would appear on the website.
 3. **Page title:** For each link created the admin would specify the title of the page.
 - a) **Link validity:** For each link created the admin would specify the date by which the link expires. The default value should be never expiring.
 - i) **Ownership:** For each content the admin should specify the source of the content and owner of the content.
 - ii) **Meta Data:** The admin should specify the metadata for each content.

b) Content Structure: The admin should add links to the website. Now each link can be a main link. At the same time, it can be a sub-link to some other link. Also simultaneously it can be a sub-link level 2 thus achieving complete flexibility.

c) Notices/Announcement: Through this section, the administrator of the site should be able to add/edit/delete the categories in the website and should further be able to add/delete/modify the contents about that category in the website.

d) Photo Gallery: Through this module, the administrator should be able to add/update the categories in the website and should further be able to add/delete/modify the photographs about that category in the website.

e) Downloads: The administrator should have the option to add/delete/modify the files in the download section.

4. Technology Used: The new website for NSST should be developed preferably under the MERN platform.

5. E- Application: The site should have a section for E-application for receiving and opening applications secure basis. There should be a separate database to handle these applications for NSST team. The applicants on the other hand should be able to create their profile with a given unique username and password and check, add, delete, and update their applications accordingly.

6. Implementation approach:

- On receipt of the work order, the developer should prepare 3 sample layouts for the website which should be submitted to NSST for approval. All changes and suggestions for the layout would be done by the Developer.
- Further work should only be started after approval. Work should be done base on cyber security guidelines. All existing content of the website should be covered as so to comply with Government of Nepal guidelines and International Standards of the website. The website should be subsequently launched.
- Training should be provided to NSST officials for management of the administrative interface at NSST, Kathmandu.
- The developer should provide three-year technical maintenance for the website which should essentially mean rectification of errors and correction or addition of contents. For the addition of new functionality/ pages separate proposal would be submitted after understanding the requirement.

7. Project Schedule time to specify:

S. No	Activity	Start	End	Remarks
1	Project Initiation			
2	Preparation of Sample layout			
3	Finalization of Home page/ color			
4	Website Functionality			
5	Approval of functionality			
6	Content placement			
7	Web guidelines Audit			
8	Security Audit and submission			
9	Website uploading and launch			
10	Maintenance of website			

8. Acceptance criteria:

- User manual through email
- Web site setup/installation, maintenance guidelines
- Training for the administrative interface would be provided at NSST, Kathmandu.

9. Cost: Bidder should quote as per the following format including all taxes and overheads (if any).

S. No	Components	Cost
1	Cost of designing and launching of website, writing of content, the structure of Bi-lingual website, the addition of HTML pages conversion to accessible format (pdf, doc, and HTML). Uploading and successfully working for 60 days.	To be quoted
2	Maintenance cost-First year	Under warranty hence free
3	Maintenance cost-Second year	To be quoted
4	Maintenance cost-Third year	To be quoted
5	Total	

Part II - General Conditions

Instruction to Tenderers

1. General instructions:

Nepal Secretariat of Skills and Training (NSST), invites tenders for the work “Design and Development of the Website”. All the offers prescribed including tender documents should be submitted before the time and date fixed for the receipt of offers as outlined in tender document. Offers received after the stipulated time and date will be summarily rejected.

2. Qualifying Requirements of Tenderers:

- a) The tenderer should provide satisfactory evidence, acceptable to the NSST to show that s/he/they have efficient technology adequate capability, technical know-how, and experience in the design and development of the website as per the requirements and conditions detailed in Part I.
- b) The tenderer should have adequate financial stability and status to meet the obligations under the contract, for which s/he/they are required to submit a detailed report of similar work done.
- c) The tenderer should have at least completed from start to finish, in the last two financial years (i.e. current year and two previous financial years) at –least one single work i.e. Design and Development of website and maintenance.

Tenderers not submitting the requisite information may note that their offer is liable to be ignored.

Nepal Secretariat of Skills and Training (NSST)
Tender Form (First Sheet)

Nepal Secretariat of Skills and Training
Bal Mandir compound,
Kathmandu, Nepal

1. I/We _____ have read the various conditions to tender attached hereto and hereby agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 90 days (ninety days) from the date fixed for opening the same. I/We offer to do the work of design and development of the website. At the rates quoted in the attached schedule, I bind myself/ ourselves to complete the work in all respects within three months from the date of issue of the tender acceptance letter.
2. I/We also hereby agree to abide by the General condition of the contract of Nepal Secretariat of Skills and Training and to carry out the work according to Part I and II of the bid document.
3. I/We are liable and shall bear the consequences if:
 - a) I/We do not execute the contract documents within seven days after receipt of the notice issued by NSST that such documents are ready.
 - b) I/We do not commence the work within fifteen days after acceptance of the contract order. The work shall deem to have commenced from the date of submission of the project schedule.
4. Until a formal agreement is prepared and executed, acceptance of the tender shall constitute a binding contract between us.

Date: _____

Signature of two witnesses

NSST

General Tender conditions and instructions to Tenderer

1. Details of works:

Nepal Secretariat of Skills and Training (NSST), invites tenders for the work “Design and Development of the Website”. All the offers prescribed including tender documents should be submitted before the time and date fixed for the receipt of offers as outlined in tender papers. Offers received after the stipulated time and date will be summarily rejected.

2. Tender documents:

The tender documents consist of Part I- Special conditions specification for design and development of the website and three years’ maintenance of the same, Part II- General conditions and instructions to tenderer/s.

Tender documents can be obtained from NSST’s current website www.thensst.org. Any request for the hard copy documents shall not be entertained by the first party.

3. Submission of tenderers:

The offer should be sent via email to partner@thensst.org, to NSST as per the specified time and date.

- i. Tenderer/s should submit their offer in soft copy through email.
- ii. Proforma has been given in Part I duly filled in all respects.
- iii. Work schedule and program for completion of work within the completion period.

The tender will be opened as per the specified schedule. Tenderers are requested to ensure that all such documents as listed are submitted duly filled, in all respects in their bid, failing which her/his/their offer is likely to be summarily rejected.

The tender will be opened at 15 hrs. on July 11th, 2023 on NSST’s current website. Tenders that are received after the closure time and date specified above may not be considered. In case the intended dates for the opening of tenders are declared a holiday, the tenderer/s may note that NSST reserves its right to either accept or reject any bid/s without assigning any reasons whatsoever and tenderer/s shall have no claim/s on this account.

Prospective tenderer/s may contact the administrative department of NSST for obtaining further clarification if required. The tenderer/s is/are advised to submit all documents in one go with the offer at the same time.

4. Completion of tender documents:

- i. The rates should be quoted in figures as well as in words, if there is variation between the rates quoted in figures and words, the rates quoted in Words shall be

taken as correct. If more than one or improper rates are tendered for the same items, the tender is liable to be rejected.

- ii. Each page of the tender papers is to be signed and dated by the tenderer/s or such person/s on his/her/their behalf who is/are legally authorized to sign for him/her/them.
- iii. Tenders containing erasures and alterations of the tender documents are liable to be rejected. Any corrections made by the tenderer/s in his/her/their entries should be in Ink and must be attested by him/her/them under full signature and date.
- iv. Additional conditions or stipulations if any must be made by the tenderer/s in a covering letter with the tenders and reject the same without assigning any reason. Only those additional conditions, which are explicitly accepted by the first party, shall form part of the contract.

5. Constitution of the firm:

The tenderer/s who are constituents of the firm, company association, or society must forward attested copies of the constitution of their concern, partnership deed, and power of attorney with their tender. Tender documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company association, or society as the case may be. Co-operative societies must likewise submit an attested copy of their certificate of registration along with the documents as above mentioned.

NSST will not be bound by any power of attorney granted by the tenderer/s or by changes in the composition of the firm made after the execution of the contract. NSST may, however, recognize such power of attorney and change after obtaining proper legal advice, the cost of which will be chargeable to the bidder.

The cancellation of any documents such as the power of attorney, partnership deed, etc., shall be communicated to NSST in writing, failing which NSST shall have no responsibility or liability for any action taken on the strength of the said documents.

6. Acceptance of tender:

- 6.1 If the tenderer/s deliberately give wrong information about whose credentials/documents are in his/her/their tenders and thereby create(s) circumstances for acceptance of his/her/their tender NSST reserves the right to reject such tender at any stage.
- 6.2 The authority for acceptance of tender rests with the competent authority of NSST, which does not undertake to assign reasons for declining to consider any particular tender/s. NSST also reserves the right to accept the tender in whole or in part or to divide the tender amongst more than one tender, if deemed necessary.
- 6.3 The successful tender/s shall be required to execute an agreement with NSST.
- 6.4 The bidder's operation and proceedings in connection with the works shall at all times be conducted during the continuance of the contract by the laws, ordinances, rules, and

regulations for the time being in force and the bidder shall further observe and comply with the bye-laws and regulations of the Govt. of Nepal.

- 6.5 The tenderer/s shall not increase his/her/their rate in case NSST's Administration negotiates for a reduction of rates. Such negotiations shall not amount to cancellation or withdrawals of the original offer and rates originally quoted will be binding on the tenderer/s.
- 6.6 The tenderer/s shall submit an analysis of rates if called upon to do so.
- 6.7 Non-compliance with any of the conditions set forth herein is liable to result in the tender being rejected.
- 6.8 The tenderer/ bidder will be bound to execute the additional quantities to the extent of (+50%) of the agreement value on the following terms and conditions.
 - a) If the agreement value goes beyond (+) 25%, that case, for the first 15% increase in the value of the agreement, the rates shall be reduced by 2% in the incremental value.
 - b) The rate shall be further reduced by 2% for the incremental value of the agreement, for the next 25% increase in the value of the agreement beyond 25% as in (a) above.
 - c) In case the agreement value goes beyond (+) 50%, the rates for the incremental value shall be decided mutually.

7. Warranty, operation, and maintenance of the website:

- 7.1 The website will be under warranty period for three years after the date of launching the website. The successful tenderer shall give an undertaking for running the website for a warranty period of three years.
- 7.2 **Security deposit:** The contractor is required to deposit 5% of the contract value towards the security deposit. Payment of the security deposit will be done after the completion of the first year from the date of launch i.e. end of warranty of the warranty period.

8. Period of completion:

The entire work is required to be completed in all respects within 3 months from the date of issue of the acceptance letter. Time is the essence of a contract. The bidder/s will be required to maintain speed progress to the satisfaction of NSST to ensure that the work will be completed in all respects within the stipulated period failing which might have consequences leading to actions taken by the first party. The bidder/s shall arrange to execute the different items of works in close consultation with and as per directions of the first party.

9. Payment terms:

- 9.1 Payment will be done after deducting the balance of the security deposit, after launching the website, and after 2 months of success in full operation.
- 9.2 Website yearly maintenance cost will be paid after the successful completion of the respective year.

- 9.3 The mode of payment in the indigenous contract will be made through Electronic Fund Transfer (EFT)/ Cheque. The bidders have to furnish the following information in the bid offer to facilitate payments. Presently,
- Beneficiary Name
 - Bank Name and Account No.
 - Beneficiary's Account No.
 - Type of Account (Current a/c Cash Credit Account)

10. Progress Monitoring:

The contractor will require to give the first-party progress report of the work done every week. S/he/they will also give to the first party the program of work to be done in the next week of the preceding period. The program will be subject to alteration or modification at the direction of the first party, who may discuss such modifications or alterations as considered necessary.

11. Completion period:

The work i.e. Design and Development of the Website is required to be completed in all respects including the date of launching the website within three months from the date of issue of the acceptance letter or the earliest possible time.

12. Training:

For the smooth operation of the website, proper training shall be provided to the staff of NSST.

13. Penalty clause:

In case the tenderer fails to execute and complete the work within the time specified in the agreement or within the period of extension granted by the accepting authority, a penalty may be levied except in the case where the delay is purely on the part of the first party.

In this regard, the decision of the first party would be final. The NSST administration reserves the right to deduction of dues from the contractor's security amount/on-account bills on the following grounds:

- i. Any amount imposed as a fine by the NSST administration for irregularity committed by the contractor or any of their servants/agents.
- ii. Any amount which NSST administration becomes liable to pay the Government/third party on behalf of any default of the contractor or any of his servants/ agents.
- iii. Any payment/fine made under an order judgment of any court/consumer forum or law enforcing agency or any person working on his/her/their behalf.
- iv. In all contractual matters, the decision of NSST will be final, who will also be the appellate authority in all matters.

14. Force majeure:

The obligations of NSST shall remain suspended if and to the extent that they are unable to carry out such obligations owing to force majeure or reason beyond their control. In the event of such inability continuing for more than a week, NSST shall have the right to terminate this agreement without further obligation.

15. Entire agreement:

This agreement embodies the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all prior negotiations, arrangements, agreements, and understanding between the parties. Any changes in the terms of the document can only be made in writing and by mutual agreement.

16. Arbitration:

In the event of any dispute arising amongst the parties, the parties agree to use their best efforts to attempt to resolve all disputes in prompt equitable, and good faith. In the vents the parties are unable to do so, then such dispute shall be finally resolved by arbitration. Each party shall appoint one arbitrator, who in turn shall appoint the third arbitrator. The arbitration shall be conducted in the English language and the venue of the arbitration shall be in Kathmandu.

17. Legal Jurisdiction:

The parties hereby irrevocably consent to the sole jurisdiction of the courts of Nepal in connection with any action or proceedings arising out of or about this Agreement.

All communication for the project should be done through email partner@thensst.org .

Nepal Secretariat of Skills and Training (NSST)
Bal Mandir Compound, Kathmandu,
Nepal

Constitution of the Firm

1	Full name of bidder/s constitution of the firm and year of establishment	
2	Registered Head office and address of Nepal	
3	Branch office (if applicable)	
4	Address on which correspondence regarding this tender should be made	
5	The Constitution of the firm gives full details including the name of partners, executives, power of attorney holders, etc.	
6	Particular registration with Government/ semi – Government organizations and local bodies	