

**CENTRAL ELECTRICITY**  
**AUTHORITY**

**e-TENDER FOR “DESIGN,  
DEVELOPMENT, DEPLOYMENT AND  
MAINTENANCE OF DYNAMIC WEBSITE  
OF CENTRAL ELECTRICITY  
AUTHORITY”**

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**No.: CEA-CH-13-19/1/2018-IT Division**

**Dated: 25.09.2019**

## **NOTICE INVITING TENDER (NIT)**

Central Electricity Authority invites online bids from eligible bidders for e-TENDER

FOR

“DESIGN, DEVELOPMENT, DEPLOYMENT AND MAINTENANCE OF DYNAMIC WEBSITE OF CENTRAL ELECTRICITY AUTHORITY”, New Delhi

### **IMPORTANT INFORMATION**

|   |  |
|---|--|
| Tender publishing date & time:            | <b>25.09.2019, 6:00 PM</b>   |
| Bid submission start date & time:         | <b>25.09.2019, 6:30 PM</b>   |
| Tender documents to be downloaded from:   | <b><u><a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a></u></b>  |
| Pre-Bid Meeting Date & Time:              | <b>01.10.2019, 11:00 AM</b>  |
| Tender clarification closing date & time: | <b>10.10.2019, 01:00 PM</b>  |
| Bid submission closing date & time:       | <b>21.10.2019, 03:00 PM</b>  |
| Technical Bid opening date and time:      | <b>22.10.2019, 04:00 PM</b>  |
| Contact Details:                          | <b>Chief Engineer (IT)</b><br>Central Electricity Authority,<br>Sewa Bhawan, R. K. Puram, Sector-I,<br>New Delhi – 110066.<br>Phone: 011-26732321/26732384<br>Email: <a href="mailto:itcea@nic.in">itcea@nic.in</a><br>Website: <a href="http://www.cea.nic.in">www.cea.nic.in</a> |

**Note:** Pre-bid meeting will be held in the Conference Room, 6<sup>th</sup> Floor (North), Central Electricity Authority, Sewa Bhawan, R. K. Puram, New Delhi – 110066 from 11:00 AM to 01:00 PM.

## CHECKLIST FOR BID SUBMISSION

Following check-list must be filled in and submitted with the bid document:

| Sl. No.                     | Particulars   | Yes / No |
|-----------------------------|---|----------|
| <b><u>Technical Bid</u></b> |   |          |
| i.                          | Have you uploaded duly filled Tender Acceptance Letter as per <i>Clause 2.6.2.2</i> ?   |          |
| ii.                         | Have you uploaded duly filled Bidder Information as per <i>Clause 2.6.2.3</i> ?   |          |
| iii.                        | Have you uploaded duly filled Schedule of Deviations as per <i>Clause 2.6.2.4</i> ?   |          |
| iv.                         | Have you uploaded Eligibility Criteria related documents as per <i>Clause 2.6.2.5 to Clause 2.6.2.16</i> ?  |          |
| v.                          | Have you uploaded the scanned copy of Bid Security or relevant document for Bid Security waiver (if applicable) as per <i>Clause 2.6.2.17</i> ?                 |          |
| vi.                         | Have you uploaded the scanned copy of Undertaking for Technical Bid duly filled and signed as per <i>Clause 2.6.2.18</i> ?                                      |          |
| vii.                        | Have you uploaded the scanned copy of the Power of Attorney in respect of the Authorized Signatory for the Bid on a Stamp Paper as per <i>Clause 2.6.2.19</i> ? |          |
| viii.                       | Have you submitted hardcopy of bid security (in original) / documentary proof for waiver of bid security as per <i>Clause 2.6.2.20</i> ?                        |          |
| <b><u>Price Bid</u></b>     |   |          |
| i.                          | <b>Have you uploaded the Price Bid as per <i>Chapter 5</i> ?</b>  |          |

(Signature & Seal of Bidder)

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# **1. CHAPTER- 1: INSTRUCTIONS TO THE BIDDERS**

## **1.1 BIDDING PROCESS**

- 1.1.1. The Bidder shall submit the bids electronically, through the e-procurement system (<http://eprocure.gov.in/eprocure/app>). Any document submitted through any other means shall not be considered as part of the Bid except for the Originals as asked for in this tender.
- 1.1.2. This tendering process shall follow two-part bidding. A bid shall be submitted in two parts, Technical Bid and Price Bid.
- 1.1.3. In the first stage, only Technical Bid will be opened online and evaluated.
- 1.1.4. The Bid shall be considered responsive, provided, it meets all the requirements under this tender document.
- 1.1.5. In the second stage, Price Bids of only those bidders, whose bids are found responsive, will be opened. Date of opening of Price Bids would be notified **separately**.

## **1.2 INSTRUCTION FOR ONLINE BIDDING PROCESS**

- 1.2.1. The Bidders are required to submit soft copies of their bid electronically on the CPP (Central Public Procurement) Website, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders for registering on the CPP Website, preparing bids in accordance with the requirements and submitting bids online on the CPP Website.
- 1.2.2. More information useful for submitting online bids on the CPP Website may be obtained at: <http://eprocure.gov.in/eprocure/app>.
- 1.2.3. **REGISTRATION**
  - 1.2.3.1. Bidders are required to enroll on the e-Procurement module of the CPP Website (URL: <http://eprocure.gov.in/eprocure/app>) by clicking on the link “Online Bidder Enrollment”, which is free of charge.
  - 1.2.3.2. As part of the enrolment process, Bidders will be required to choose a unique username and assign a password for their accounts.
  - 1.2.3.3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Website.
  - 1.2.3.4. Upon enrolment, Bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
  - 1.2.3.5. Only one valid DSC should be registered by a Bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

- 1.2.3.6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

#### **1.2.4. SEARCHING FOR TENDER DOCUMENTS**

- 1.2.4.1. There are various search options built in the CPP Website, to facilitate Bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the Bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Website.
- 1.2.4.2. Once Bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Website to intimate the Bidders through SMS / e-mail in case there is any corrigendum/addendum, if any, issued to the tender document.
- 1.2.4.3. The Bidder shall make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### **1.2.5. PREPARATION OF BIDS**

- 1.2.5.1. Bidder shall take into account any corrigendum/ addendum published on the CPP Website related to the tender document before submitting its bid.
- 1.2.5.2. Bidder shall carefully go through the tender advertisement and the tender document for proper understanding of requirements and the documents required to be submitted as part of the bid. Bidder shall note the number of covers in which bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of bid.
- 1.2.5.3. Bidder, in advance, shall prepare bid documents for submission as per the requirements of tender document. Bid documents can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 1.2.5.4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the Bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### 1.2.6. SUBMISSION OF BID

- 1.2.6.1. Bidder shall log into the site (*CPP Website*) well in advance for bid submission so that they can upload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 1.2.6.2. Bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 1.2.6.3. Bidder has to select the payment option as “offline” to pay the Bid Security as applicable and enter details of the instrument. **The original Bank Guarantee or copy of documentary proof for waiver of the Bid Security shall be submitted (by post/courier/in person) in a sealed envelope to the Office of Chief Engineer (IT), Room No. 330 (North), 3<sup>rd</sup> Floor, Central Electricity Authority, Sewa Bhawan, R. K. Puram, Sector-1, New Delhi-66 before due date & time for bids opening.**
- 1.2.6.4. Bidder shall prepare the Bid Security as per the instructions specified in the tender document. The details of the Bank Guarantee, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 1.2.6.5. Bidders shall submit their financial bids in the format provided for this tender through CPP Website and no other format is acceptable. Bidders are required to download the BoQ file, open it and fill the **coloured (unprotected) cells** with their respective financial quotes and other details (such as name of the Bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, **without changing the filename**. If the BoQ file is found to be modified by the Bidder, the bid will be rejected.
- 1.2.6.6. The server time (*which is displayed on the bidders’ dashboard*) will be considered as the standard time for referencing the deadlines for submission of the bids by the Bidders, opening of bids etc. Bidders should follow this time during bid submission.
- 1.2.6.7. All the documents being submitted by the Bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 1.2.6.8. The uploaded tender documents become readable only after the tender



opening by the authorized bid openers.

1.2.6.9. Upon the successful and timely submission of bids (i.e., after Clicking “Freeze Bid Submission” in the Website), the Website will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

1.2.6.10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

### **1.2.7. ASSISTANCE TO BIDDERS**

1.2.7.1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the concerned official indicated in the tender document.

1.2.7.2. Any queries relating to the process of online bid submission or queries relating to CPP Website in general may be directed to the 24x7 CPP Website Helpdesk 0120-4200462, 0120-4001002, 0120-4001005 and 0120-6277787.

## **1.3 BIDDING DOCUMENTS**

1.3.1. The Bidder is expected to examine all instructions, forms, terms & conditions, eligibility criteria and technical requirements of the tender document. Failure to furnish any information required in the bid shall be treated as non-responsive and may result in the rejection of the bid.

## **1.4 NO PRICE VARIATION**

1.4.1. The quoted price shall be firm and no rate revision would be considered on account of subsequent change in government taxes, duties, levies, etc. during the bid validity period.

## **1.5 AMENDMENT TO TENDER**

1.5.1. At any time prior to the deadline of submission of the bids, the Client may, for any reason, whether at its own initiative or in response to any clarification requested by prospective Bidder(s), modify the tender’s condition/term/specification by way of amendment/addendum/corrigendum. This shall be notified through CPP Website and CEA Website.

1.5.2. Prospective Bidders are advised to visit CEA website (<http://www.cea.nic.in>) and CPP Website (<http://eprocure.gov.in/eprocure/app>) for any corrigendum / addendum/ amendment.

1.5.3. In order to provide reasonable time to prospective Bidders for taking into account the amendment(s) for preparing their bid, the Client may, at its discretion, extend the deadline of the submission of bids.

## **1.6 MODIFICATION OF BIDS**

- 1.6.1. Bidder may modify its bid on the e-procurement / CPP Website (<http://eprocure.gov.in/eprocure/app>) till the deadline of the bid submission.
- 1.6.2. Modification of the Bid sent through any other means shall not be considered by the Client.

## **1.7 LATE BIDS**

- 1.7.1. The e-Procurement system will not allow any late submission of bids after due date and time as per server system.

केन्द्रीय विद्युत प्राधिकरण

## **2. CHAPTER- 2: CONDITIONS OF CONTRACT**

### **2.1. GENERAL CONDITIONS OF CONTRACT**

#### **2.1.1. DEFINITIONS**

- 2.1.1.1. The “**Contractor**” or “**Vendor**” means the Bidder selected through tendering process and shall be deemed to include the Contractor's successors, representatives (approved by the Client), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract.
- 2.1.1.2. The “**Contract**” means the agreement entered into between the Client and the Contractor as recorded in the Contract Form signed by the Client and the Contractor, including all attachments and annexures there to and all documents incorporated by reference therein.
- 2.1.1.3. ‘**Coercive practice**’ means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in the tendering process or affect the execution of a contract.
- 2.1.1.4. ‘**Collusive practice**’ means a scheme or arrangement between two or more Bidders, **with** or without the knowledge of the Client, designed to establish bid price at artificial, non-competitive levels.
- 2.1.1.5. ‘**Contract value**’ means the total awarded value mentioned in LoA.
- 2.1.1.6. ‘**Corrupt practice**’ means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the bidding process or in contract execution.
- 2.1.1.7. ‘**Deadline**’ means the last date & time.
- 2.1.1.8. ‘**Fraudulent practice**’ means a misrepresentation or omission of facts in order to influence the bidding process or the execution of a contract to the detriment of the Client, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.
- 2.1.1.9. ‘**Client**’ means Central Electricity Authority.
- 2.1.1.10. ‘**Client offices**’ means Central Electricity Authority office at Sewa Bhawan, R.K.Puram, Sector-1, New Delhi-66.
- 2.1.1.11. ‘**Restrictive practice**’ means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.
- 2.1.1.12. “**Service**” means services to be provided by the Contractor as per the requirements specified in this tender document and any other incidental

services and other such obligations of the Contractor covered under the Contract.

- 2.1.1.13. **“Officer in-charge”** means an Officer designated by the Client, assigned the work of monitoring the execution of the contract.
- 2.1.1.14. **‘Undesirable practice’** means establishing contact with any person connected with or employed by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process.

## 2.2. ELIGIBILITY CRITERIA

- 2.2.1.** This invitation of bids is open to all Companies / Firms fulfilling following criteria:
- 2.2.1.1. Bidder shall be a registered company under the Indian Companies Act, 1956/ proprietary / partnership firm.
- 2.2.1.2. Bidder must have experience for at least five years in the field of dynamic Website development.
- 2.2.1.3. The Bidder shall have a minimum annual turnover of at least Rs. 50 Lakhs in India, in each of last three financial years i.e. 2018-19, 2017-18 and 2016-17.
- 2.2.1.4. Bidder shall have net profit after tax in each of the last three financial years i.e. 2018-19, 2017-18 and 2016-17.
- 2.2.1.5. The Bidder shall have successfully executed similar works in Government Organization(s)/Public Sector Undertaking (s) (PSUs) (as mentioned in clause 2.2.3), as per criterion given below, during the last three (3) years reckoned from the last date of submission of bid:
- a. *One similar Work costing not less than Rs. 8 Lakhs.*
- or
- b. *Two similar Works costing not less than Rs 4 Lakhs each.*
- or
- c. *Three similar Works costing not less than Rs 3 Lakhs each.*
- 2.2.1.6. The Bidder shall presently have one similar work (as mentioned in clause 2.2.3 ) of annual value of at least Rs. 8 Lakhs or two similar Works costing not less than Rs. 4 Lakhs each, under execution.
- 2.2.1.7. The Bidder shall have their software development centre in Delhi / NCR.
- 2.2.1.8. Bidder shall have a valid PAN / GST Number.
- 2.2.1.9. The bidder shall have attained CMMI Level 3 or higher certifications as on date of submission of the bid.
- 2.2.1.10. The Bidder has not been blacklisted by any of the Government

Organization(s)/Public Sector Undertaking (s) (PSUs).

**2.2.2.** Bidder must comply with all the criteria as mentioned at clause 2.2.1. Non-compliance of any of the criteria shall result in rejection of the bid. Any hiding/ mis-representation of facts shall result in rejection of the bid and forfeiture of Bid Security.

**2.2.3.** Similar work (s) means “Design and Development of dynamic Web-Website”.

### **2.3. BID VALIDITY PERIOD**

The bid shall remain valid for a period of **Ninety (90) days** from the last date for bids submission.

### **2.4. TENDER DOCUMENT**

The Bid document can be downloaded from the Central Public Procurement (CPP) Website without any charges. The Bidder is expected to examine all instructions, forms, terms & conditions mentioned in the tender document. Failure to furnish any information in the bid shall be treated as non-responsive and may result in the rejection of the bid.

### **2.5. BID SECURITY**

**2.5.1** The Bidder shall deposit bid security of **Rs. 50,000 (Rupees Fifty Thousand only)** in the form of Bank Guarantee from any Nationalized/Scheduled Bank (as per *ANNEXURE- IX*), valid for at least **One Hundred and Thirty Five (135) days** from the last date for bids submission.

**2.5.2** For claiming Bid Security waiver, the Bidder shall provide copy of documentary proof of being registered with the Central Purchase Organization / Micro, Small & Medium Enterprises (MSME) / the concerned Ministry or Department, as per Rule 170 of GFR 2017, of Government of India, as amended from time to time. The **registration must remain valid till the entire Bid Validity period.**

**2.5.3** The scanned copy of the Bank Guarantee / copy of documentary proof for waiver of the Bid Security, shall be uploaded at the time of Bid submission.

**2.5.4** The original Bank Guarantee or copy of documentary proof for waiver of the Bid Security shall be submitted as per *Clause 2.5.1/2.5.2*, failing which the corresponding bid shall summarily be rejected.

**2.5.5** The bid shall summarily be rejected if the Bid Security / its waiver related document is not in conformity in all respect with the requirements of *Clause 2.5.1/2.5.2*.

**2.5.6** No interest shall be payable on the Bid Security amount.

**2.5.7** The Bid Security can be forfeited if the Bidder:

- a) Withdraws its bid during bid validity period.
  - b) Hides/ misrepresents any fact.
  - c) Refuses to accept Letter of Award and fails to enter into contract agreement after the finalization of tender.
  - d) Tamper/ modifies Price Bid template, in any manner.
  - e) Involves in any corrupt, collusive, coercive or fraudulent practices.
- 2.5.8 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible after the finalization of tender. The Bid Security of successful Bidder shall be returned only after the submission of Performance Security.

## **2.6. TECHNICAL BID**

- 2.6.1 The Technical Bid shall be complete in all respects and contain all information asked for in this document.
- 2.6.2 **Technical Bid shall comprise of the following:**
- 2.6.2.1 Scanned copy of the duly filled & signed 'Checklist for Bid Submission'.
  - 2.6.2.2 Scanned copy of the duly filled & signed 'Tender Acceptance Letter' as per **ANNEXURE-I**.
  - 2.6.2.3 Scanned copy of the duly filled & signed 'Bidder Information' as per **ANNEXURE-II**.
  - 2.6.2.4 Scanned copy of the duly filled & signed 'Schedule of Deviations' as per **ANNEXURE-III**.
  - 2.6.2.5 Signed & scanned copies of documents for fulfilling the condition as per Clause 2.2.1.1.
  - 2.6.2.6 Signed & scanned copy of Letter of Award/Work Order regarding experience in Website development in compliance to Clause 2.2.1.2. of this document
  - 2.6.2.7 Scanned copy of the duly filled & signed 'Details of Turn Over and Profit as per **ANNEXURE-IV** .
  - 2.6.2.8 Signed & scanned copy of Audited balance sheets for the last three years as a proof of turnover and profit in compliance to Clause 2.2.1.3 and 2.2.1.4. of this document.  
  
Provided that if Balance Sheet is not available then Auditor Certificate shall be submitted.
  - 2.6.2.9 Signed & scanned copy of duly filled 'Details of Similar Work Successfully Executed in Last Three Years' as per **ANNEXURE-V** .
  - 2.6.2.10 Signed & scanned copy of Letter of Award/Work Order and letter of

successful completion for each of the similar works mentioned in *ANNEXURE-V*, in compliance to Clause 2.2.1.5. of this document

- 2.6.2.11** Signed & scanned copy of duly filled ‘Details of Similar Work presently under Execution’ as per *ANNEXURE-VI*.
- 2.6.2.12** Signed & scanned copy of Letter of Award/Work Order regarding Similar Work presently under execution for each work mentioned in *ANNEXURE-VI*, in compliance to Clause 2.2.1.6.
- 2.6.2.13** Signed & scanned copy of duly filled ‘Details of software development centre in Delhi / NCR’ as per *ANNEXURE-VII*, in compliance to Clause 2.2.1.7.
- 2.6.2.14** Signed & scanned copies of documents for PAN/GST for fulfilling the condition as per Clause 2.2.1.8.
- 2.6.2.15** Signed & scanned copies of documents for CMMI level 3 or above Certification for fulfilling the condition as per Clause 2.2.1.9.
- 2.6.2.16** Signed & scanned copy of the declaration regarding Non- Blacklisting in compliance to Clause 2.2.1.10 of this document.
- 2.6.2.17** Scanned copy of the Bid Security as per Clause 2.5. In case of claiming waiver for Bid Security, scanned copy of the documentary proof as per 2.5.2.
- 2.6.2.18** Signed & scanned copy of Undertaking for Technical Bid as per *ANNEXURE-X*.
- 2.6.2.19** Signed & scanned copy of the Power of Attorney on Stamp Paper from the Bidder in respect of Authorized Signatory for the Bid (*ANNEXURE-X*).
- 2.6.2.20** Following document shall be submitted by the Bidder before due date and time for bids opening, failing which the bid shall summarily be rejected and the technical bid shall not be opened:

- Bid Security (*in original*)/Copy of the supporting document for waiver of Bid Security.

Above document shall not be accepted after due date and time for bids opening.

- 2.6.2.21** Client reserves the right to verify the submitted documents with original one.

## **2.7. PRICE BID**

- 2.7.1** The Price Bid, as per Chapter-5, shall be complete in all respects and shall contain all information asked for in this document.
- 2.7.2** The Price bid format is provided as BoQ\_XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ\_XXXX.xls as it is and quote their offer/rates in the

permitted column and upload the same in the Price bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case the Price Bid format is found to be tempered/modified in any manner, then Bid will be summarily rejected, Bid Security would be forfeited and the Bidder is liable to be banned from doing business with the Client.

- 2.7.3 The prices quoted shall be only in Indian Rupees.
- 2.7.4 The prices quoted shall be inclusive of all taxes, duties, levies, etc. except GST. The applicable GST shall be paid by the Client in addition to the quoted amount.
- 2.7.5 Price shall be quoted for all the items mentioned in above mentioned BoQ, failing which bid shall be rejected.

## **2.8. BID OPENING & EVALUATION**

### **2.8.1 OPENING OF TECHNICAL BIDS**

- 2.8.1.1 The Client will open the bids as per electronic bid opening procedures specified in Central Public Procurement (CPP) Website at the specified date and time. Bidders can also view the bid opening by logging on to the e-procurement system. Specific bid opening procedures are laid down at <http://eprocure.gov.in/eprocure/app> under the head “Bidders Manual Kit”. The Bidder will be at liberty to be present either in person or through an authorized representative at the time of opening of the Bid or they can view the bid opening event online at their remote end.
- 2.8.1.2 No representative will be allowed to attend the Bid Opening event at Client’s location without valid Bid acknowledgement slip received after submission of Bids.
- 2.8.1.3 In the event of the specified date of bid opening being declared a holiday for client, the bids shall be opened at the specified time and place on the next working day.

## **2.9 PRELIMINARY EXAMINATION OF TECHNICAL BID**

- 2.9.1 The Client will examine the bids to determine their completeness in all respect as per the requirements of this tender document.
- 2.9.2 The Client may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice to affect the relative ranking of any Bidder.

## **2.10 EVALUATION OF TECHNICAL BIDS**

- 2.10.1 The Client shall evaluate Technical Bids based on the documents submitted by the bidder.
- 2.10.2 Client reserves the right to reject the bid under any of the following circumstances:**



2.10.2.1 Bid is incomplete and/or not accompanied by all required documents.

2.10.2.2 Bid is not in conformity with the terms and conditions of this document.

## **2.11 EVALUATION OF PRICE BIDS**

**2.11.1** Price Bid of only technically qualified Bidders shall be opened and evaluated.

**2.11.2** Evaluation shall be done on the basis of total amount quoted (inclusive of GST).

**2.11.3** The Evaluated Price shall be total price worked out after considering discrepancies, if any, as mentioned at Chapter-5.

**2.11.4** Ranking of the Bidders shall be based on the evaluated amount.

**2.11.5** In case of tie in the evaluated amount, the client reserves the right to decide the ranking of the financial bid based on the result of draw.

## **2.12 AWARD OF CONTRACT**

### **2.12.1 LOWEST BIDDER**

2.12.1.1 On completion of Price bids evaluation process, the Bidder whose Evaluated Price is found to be lowest would be the L-1 Bidder.

### **2.12.2 LETTER OF AWARD (LoA)**

2.12.2.1 The L-1 Bidder will be considered for issuing Letter of Award (LoA).

2.12.2.2 The acceptance of the LoA shall be submitted within 15 (Fifteen) working days from issue of LoA, failing which the Client reserves the right to cancel the LoA and forfeit the Bid Security.

## **2.13 PERFORMANCE SECURITY**

**2.13.1** A Performance Security in form of Bank Guarantee from any Nationalized / Scheduled Bank (as per Annexure-VIII) of a value equal to 10% of the amount quoted for item mentioned at Sl. No. 1 of BoQ given at Chapter-5 plus applicable GST shall be deposited by the successful Bidder within Ten (10) working days from the date of issue of LoA. However, the Client reserves the right to extend this timeline on valid ground. This Performance Security shall be valid for a period of three (03) months beyond the expiry of the defect liability period.

**2.13.2** A Performance Security in form of Bank Guarantee from any Nationalized / Scheduled Bank (as per Annexure-VIII) of a value equal to 10% of the amount quoted for item mentioned at Sl. No. 2 of BoQ given at Chapter-5 plus applicable GST shall be deposited by the successful Bidder within Ten (10) working days from the date of start of AMC period. This Performance Security shall be valid for a period of three (03) months beyond the expiry of the AMC period. However, the Client reserves the right to extend this timeline on valid ground.

**2.13.3** The performance security mentioned at clause 2.13.1 shall be returned after submission of performance security mentioned at clause 2.13.2.

## **2.14 SIGNING OF CONTRACT**

The successful Bidder shall be required to enter into a contract as per *Clause 6.1* with the Client within **Fifteen (15) working days** from the date of issue of LoA and submission of the Performance Security as mentioned in *Clause 2.13.1*.

## **2.15 SUB-CONTRACTING**

The Contractor shall not assign, in whole or in part, its obligations to perform under the contract, to any other entity except with the Client's prior written consent.

## **2.16 CONTRACT EXECUTION & PAYMENT**

### **2.16.1 TERMS OF EXECUTION**

2.16.1.1 All the works under the scope as mentioned at clause 3.1.1 of the tender document shall be completed within six months from the date of signing of the contract. The defect liability period of six months shall start after execution period and AMC of one year shall start thereafter.

2.16.1.2 The total contract period for this work shall be 2 years including 6-month execution period, 6-month defect liability period and 1 year of AMC.

2.16.1.3 Period of AMC may be extended further based on the mutual consent and the performance of the Contractor without any change in rates and Terms & Conditions of the contract.

### **2.16.2 LOCATIONS TO BE COVERED**

2.16.2.1 The contractor has to provide service at Client's location.

## **2.17 PENALTY FOR DEFAULT IN SERVICE**

**2.17.1** The Client reserves the right to impose Liquidated Damages (LD) and/or terminate the contract for non-performance of the obligation by the contractor within stipulated.

**2.17.2** During the execution period, in case of failure to complete the work under the scope as mentioned in clause 3.1 within stipulated time, Liquidated Damages @ **0.5%** of the contract value per week, is applicable for every week's delay, subject to **maximum 5%** of the contract value, shall be imposed.

**2.17.3** In case the amount of LD reaches the maximum limit of 5% as specified above, the Client reserves the right to terminate the contract.

**2.17.4** During the Defect Liability and AMC period, the complaint shall be resolved within 24 hours of reporting. In case of non-resolution of error/ bug within stipulated time, penalty of Rs. 500/- per day shall be imposed.

- 2.17.5** Time frame for any modification/changes, if any, shall be as per the direction by the officer in-charge of the client. Non-Completion of the work in stipulated time shall be considered as breach of contract which may lead to termination of contract.
- 2.17.6** The penalty amount shall be recovered from contractor from the amount payable to the contractor or from security deposit.
- 2.17.7** The Client reserves the right to waive off the LD or penalty, if any.
- 2.17.8** Any financial impact on account of data loss if any, would be recovered from the contractor.

## **2.18 PAYMENT TERMS AND CONDITIONS**

- 2.18.1** No advance payment will be made against the Letter of Award.
- 2.18.2** 80% of the amount quoted for item mentioned at Sl. No. 1 of BoQ given at Chapter-5 plus applicable GST shall be paid after completion of all the works as per clause 3.1.1. Balance 20 % along with the applicable GST shall be paid after satisfactory completion of defect liability period and handing over the Website.
- 2.18.3** Payment for AMC charges quoted for item mentioned at Sl. No. 2 of BoQ given at Chapter-5, plus applicable GST shall be made pro-rata on quarterly basis at the end of each quarter after submission of bills.
- 2.18.4** The Contractor shall submit pre-receipted bills in triplicate after completion of milestones as mentioned above. The payment for the same shall be subject to recoveries, if any, in accordance with provisions of this bid document.
- 2.18.5** The payment shall be made only in Indian Rupees subject to deduction of Liquidity Damages/ penalty, if any, as per *Clause 2.17*.

## **2.19 COST OF BIDDING**

- 2.19.1** The Bidder shall bear entire costs associated with the preparation and submission of its bid and the Client, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## **2.20 GOVERNING LANGUAGE**

- 2.20.1** The Bid, as well as all correspondences and documents relating to the bid exchanged by the Bidder and the Client, shall be in English language only. Supporting documents and printed literature, if not in English language, that are part of Bid document shall be accompanied with a self-certified copy of English translation of the same.

## **2.21 CLARIFICATIONS OF BIDS**

- 2.21.1** The Client may, at its discretion, seek clarification(s) from the Bidder during examination, evaluation and comparison of bids. The written

response/clarification in this regard shall be submitted by the authorized signatory of Bidder through e-mail or fax. In case the Bidder fails to submit the desired information/clarification sought by the Client within stipulated time, further evaluation of its bid will not be carried out and the Client reserves the right to reject the bid.

**2.21.2** A pre-bid meeting shall be convened as per date and time mentioned in the NIT. Clarification, if any, given by the Client, in the pre-bid meeting shall be part of this tender document.

## **2.22 CONTACTING THE CLIENT**

**2.22.1** Any clarification / query related to the Bidding document may be addressed to Chief Engineer (IT), CEA in writing through e-mail or fax as per the details given in the NIT. Clarification /queries received, within due date & time, mentioned in the NIT, will only be entertained.

**2.22.2** Bidders can visit the site and acquaint themselves with the client locations, site condition, software modules and other factors, which would have any effect on the performance of the contract and/or the cost on any working day **on or before 30.09.2019** in the office between 11 AM to 4 PM after prior intimation and confirmation from the office of Chief Engineer (IT), Telephone No. 011-26732321/26732384. Any claim by the Bidder regarding software module, site condition, location, etc. shall not be entertained after submission of the Bid.

**2.22.3** Any effort to influence the Client during bid evaluation process or contract award process may result in the rejection of the Bidders' bid.

## **2.23 CLIENT'S RIGHT TO ACCEPT/REJECT BID(S)**

**2.23.1** The Client reserves the right to accept or reject any bid and/or annul the bidding process and /or reject all bids, without assigning any reason thereof, at any time prior to award of contract and without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the ground for Client's action.

## **2.24 CHANGE IN SCOPE OF WORK**

**2.24.1** The Client reserves the right to change the scope of work subject to consent of the Contractor.

**2.24.2** For any such changes, amendment to the contract shall be issued by the client. The contractor shall send the acceptance letter within 15 days of issue of amendment.

**2.24.3** No variation or modification of the terms of the Contract shall be made except by written amendment signed by both the parties i.e. the Contractor and the Client.

## **2.25 USE OF CONTRACT DOCUMENTS AND INFORMATION**

- 2.25.1** The Contractor shall not, without the Client's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Client in connection therewith, to any person other than a person employed by the Contractor in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- 2.25.2** The Contractor shall not, without the Client's prior written consent, make use of any document or information provided by Client in tender document or otherwise except for purposes of performing contract, if any.
- 2.25.3** Any document, other than the Contract itself, shall remain the property of the Client and shall be returned (in all copies) to the Client on completion of the Contractor's performance under the Contract, if so required by the Client.

## **2.26 TERMINATION OF CONTRACT**

- 2.26.1** The Client, without prejudice to any other remedy for breach of Contract, by giving 30 days written notice to the Contractor, may terminate this Contract in whole or in part, if the Contractor fails to perform any obligation(s) under the Contract.
- 2.26.2** The Client may at any time terminate the Contract by giving 30 days written notice to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Client.
- 2.26.3** No payment by the Client shall be made for the remaining period of Contract from the date of the termination of the contract.
- 2.26.4** In the event of the termination of this Contract for any reason, or in the event the Contractor is discharged of its obligations as per provisions of this Contract, all the amounts outstanding towards balance period under this Contract shall be payable by either party as due.
- 2.26.5** In case of the Termination of the Contract, the Performance Security submitted by the Contractor may be encashed by the Client.
- 2.26.6** The client reserves the right to terminate the contract due to any failure on the part of the vendor in discharging his obligations under the contract. The decision of the client about the failure on the part of the Contractor shall be final and binding on the Contractor. In the event of any failure on the part of the Contractor, client shall have the right without any prejudice to get the work done through any other alternate agency at the risk and cost of vendor. The additional cost including loss, if any, incurred by client will be recovered from the vendor.

## **2.27 FORCE MAJEURE**

**2.27.1** Notwithstanding the above provisions, the contractor shall not be liable for penalty or termination of contract if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, “Force Majeure” means an event beyond the control of the Contractor and not involving the Contractor’s fault or negligence and not foreseeable. Such events may include, but are not restricted to the following:

- a) War (whether declared or not), hostilities, invasion, acts of foreign enemies, rebellion, revolution, insurrection of military or usurped power, or civil war;
- b) act of any political or religious incidence;
- c) acts of terrorism;
- d) riots, civil commotion or disorder, industry wide strike; or
- e) natural calamities like flood, earthquake, cyclone, fire, etc.

**2.27.2** The decision of Client to accept an event claimed by the Contractor as Force Majeure will be final and binding on the Contractor.

**2.27.3** If a Force Majeure situation arises, the Contractor shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by the Client in writing, the Contractor shall continue to perform its obligations under the Contract.

## **2.28 GOVERNING LAW AND DISPUTES**

**2.28.1** The Client and the Contractor shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract.

**2.28.2** In the case of a dispute or difference arising between the Client and the Contractor relating to any matter arising out of or connected with this Contract, the case shall be referred to the arbitrator appointed by the Chairperson, CEA whose decisions shall be final and binding on both the parties.

**2.28.3** The Arbitration & Conciliation Act 1996, the rules thereunder and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings.

**2.28.4** The venue of the arbitration shall be Delhi.

**2.28.5** During the arbitration proceedings, the Contractor shall continue to execute the Contract unless otherwise directed in writing by the Client or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained.

**2.28.6** The Client may terminate this contract, by giving a written notice of termination of minimum **Thirty (30) days** to the Contractor, if the Contractor fails to comply with any decision reached consequent upon arbitration proceedings.

## **2.29 STANDARDS OF PERFORMANCE**

**2.29.1** The Performance Security shall be submitted as per clause 2.14.

**2.29.2** The Contractor shall perform the Services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering practices. It shall employ prudent technical and engineering practices. It shall employ advanced technology and safe and effective equipment, machinery, material and methods. The Contractor shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Client and shall, at all times, support and safeguard the Client's legitimate interests in any dealings with Third Parties.

## **2.30 CORRUPT AND FRAUDULENT PRACTICES**

**2.30.1** The Client requires that Bidders/Contractor observe(s) the highest standard of ethics during the bidding process and during the execution of the Contract. In terms hereof, the Client:

- a.) shall reject the bid of a Bidder including the successful Bidder, if it is established that the Bidder has been engaged in corrupt or fraudulent or collusive or coercive, or undesirable or restrictive practices while competing in the tender.
- b.) shall declare a Bidder ineligible, either indefinitely or for a stated period of time, from participation in any tender or bidding process or for award of a contract/contracts or continuing with it after award if at any time, it is established that the Bidder has been engaged in "corrupt or "fraudulent" or "collusive" or "coercive" or undesirable or restrictive practices in competing for, or in participating the bidding process or in executing, the Contract.

## **2.31 DATA AND CYBER SECURITY**

**2.31.1** The data security must be ensured during the entire period of contract. In case of any loss of data, suitable action may be taken under the law against the Contractor.

**2.31.2** The Contractor shall not use any software/equipment which endangers the cyber security of the Client. If any of the contractor's personnel deployed in the Client is found to be engaged in any activity which causes cyber security threat and loss of data to the Client, then suitable action shall be taken against



the Contractor under the law.

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### **3. CHAPTER- 3: SCHEDULE OF REQUIREMENTS**

#### **3.1 SCOPE OF DEVELOPMENT AND DEPLOYMENT OF WEBSITE**

**3.1.1** The scope of the design, development and deployment of Website is as follows:-

3.1.1.1 Design and Development of **Bilingual Website as per technical details mentioned in clause 4 of this tender document.**

3.1.1.2 GIGW compliance Audit Certification from STQC Directorate.

3.1.1.3 Security Audit Certification from empaneled vendor of CERT-in.

3.1.1.4 Deployment and hosting of website on server location, as specified by the client.

3.1.1.5 Migration of old website content to new Website.

3.1.1.6 Training on all functional requirement of the Website for usage, Website administration, maintenance, up-dation and content management.

3.1.1.7 The training period shall be at least 5 days.

3.1.1.8 Providing user and technical manuals of the new Website.

3.1.1.9 The Website source code shall be shared by the Contractor with the Client.

#### **3.2 SCOPE OF WORK DURING DEFECT LIABILITY PERIOD**

3.2.1 There shall be a defect liability period of Six months from the date of completion of work under clause 3.1.

3.2.2 During the defect liability period the Contractor shall be responsible for fixing of bugs/errors , up-dation and modification for ensuring smooth functioning of the Website.

3.2.3 After successful completion of Defect liability period the Website shall be handed over to the Client. Handing over of the Website shall include transfer of all the user and admin rights to the Client.

3.2.4 The final Website source code after incorporating all the modification/updates shall be given by the Contractor to the Client.

### **3.3 SCOPE OF WORK DURING AMC PERIOD**

- 3.3.1** After Completion of Defect liability period there shall be a period of Annual Maintenance Contract (AMC) for one (1) year.
- 3.3.2** During AMC period, the contractor shall be responsible to carry out all the activities including fixing of bugs/errors (excluding content management), security audit, modification, upgradation for smooth and reliable functioning of the Website.

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## 4. CHAPTER 4: TECHNICAL DETAILS

### 4.1 Technical Features:-

- 4.1.1 Website shall be developed in two tiers i.e. one part for public access (internet) and another part for CEA's Employee (intranet).
- 4.1.2 The Website shall be developed in open source environment with open source database.
- 4.1.3 The Website shall be compatible for hosting on NIC cloud.
- 4.1.4 The organization shall include CEA Headquarter and different field offices. The website shall facilitate collaborative authoring and publishing functionality.
- 4.1.5 Website shall be based on Content Management System (CMS) .
- 4.1.6 Website shall have facility for accessing classified information by identified users through login.
- 4.1.7 The report once updated shall be reflected in all the other relevant links of the respective report.
- 4.1.8 The Website shall have responsive design with inter-alia following attributes:
  - a) Intuitive indexing, search and retrieval features.
  - b) Revision features for allowing content to be updated and edited after initial publication. Revision control shall also track any changes made to files by individuals.
  - c) Publishing functionality allowing individuals to use a template or a set of templates approved by the organization.
  - d) Documents archival feature.
  - e) Responsive photo gallery / video gallery / news/ event management etc.
  - f) Proper downloadable format (pdf, excel etc.)/ document export facility.
  - g) Feedback management system.
  - h) Data entry options shall have captcha to prevent from automated brute force attack.
  - i) The website will be mobile enabled site.
  - j) Provision of live streaming of Seminars, Conferences, Presentations and other events may be made available on intranet portion which can be accessed through login ID.
  - k) Social media accounts of CEA like Twitter, Facebook shall also be integrated and enriched with dynamic website.
  - l) The new Website shall have almost all the contents in the present website of CEA ( www.cea.nic.in), along with new features as directed by the Client.

- 4.1.9 The website shall be able to provide exchange of information communication transactions, integration of various stand-alone systems and services between government-to-customer (G2C), government-to-business (G2B), and government-to-government (G2G) as well as back office processes. Format of the files for information communication shall be of preferably doc / pdf / xls / jpg etc. format.
- 4.1.10 The website shall be able to create and manage content with relative ease based on robust Web Content Management System for effective collaboration, offering users the ability to manage documents and output for multiple users of downloading, uploading, editing and participation according to their access controls.
- 4.1.11 The website shall have role based multiple user CMS search option as well as access control for the ease of navigation and search indexing. Both basic and advanced search option will be required.
- 4.1.12 Various banners of the GoI departments as displayed on other sites, shall be incorporated.
- 4.1.13 Foot notes/modules such as terms & conditions, Disclaimer, Privacy Policy, Copy right policy, Site-map etc. has to be incorporated.
- 4.1.14 The website shall be accessible on all platforms/ browsers (Internet Explorer, Mozilla Firefox, Google Chrome, Safari, Opera etc).
- 4.1.15 The website shall be disabled friendly so that the available information is easily accessible to differently abled people. Accessible design shall be done for users with visual disabilities / motor disabilities / auditory disabilities / cognitive disabilities.
- 4.1.16 The website shall be secured through SSL Certificate and access to it is to be authenticated.
- 4.1.17 The website shall have Security Audit through CERT-in empaneled agency. The contractor shall implement the measures recommended by Auditor to ensure the security of website.
- 4.1.18 There shall be disaster recovery policy / back up policy.
- 4.1.19 Design should be flexible to accommodate new pages.
- 4.1.20 Web-Website shall be capable of online updation of various reports on daily, monthly, quarterly, annual basis as per the requirement of various divisions of CEA.

- 4.1.21** The Website shall have capability of creating and arranging the archives of documents by suitably indexing and numbering.
- 4.1.22** A web traffic counter to know the user number and no of hits for both English and Hindi pages of the site to be provided.
- 4.1.23** Any other statutory features not mentioned above also to be incorporated.
- 4.1.24** Ensure the compliance of all statutory rules, guidelines, standards etc. including prevailing :
- a.) Government of India Website Guideline (<http://web.guidelines.gov.in/> for reference)
  - b.) WCAG 2.0 AA Guideline
- 4.1.25** System should have the option to Add and Manage Title, Meta keyword, and Description for home page and other pages as per the requirement for better optimization of the website in various search engines. The Contractor is supposed to do the Search Engine Optimization for website.
- 4.1.26** Auto Archival feature: This feature will help in transferring the expired content in the Archive section as per the approved archival policy. Archival Section will be available in each module and can be retrieved using search option with appropriate filters.
- 4.1.27** Controlled depth of information (maximum 4 levels): All contents should be accessible in less than 5 clicks.
- 4.1.28** Video Streaming Facility: video contents should have feature of streaming.

## **4.2 Structure of the proposed Website**

- 4.2.1** The Website should be bilingual, highly available (24x7), dynamic and fully addressing the organization and positioning requirement of the client.

A broad layout structure is given as under:

|    |          |  |
|----|----------|--|
| 1. | Home     | Home Page will act as a gateway to other sections, Announcements, Upcoming Events, News, Ticker on Latest updates, images etc.       |
| 2. | About us | Functions, Organisation Structure, Profile of Chairman and Members, Transfer Policy, Citizen Charter, offices of CEA, Certifications |
| 3. | Wings    | To cover the information about all the wings & Divisions of CEA along with the details of Chief                                      |

|    |   |  |
|----|---|--|
|    |   | Engineers of the divisions. The reports generated by each division shall be reflected in the concerned respective divisions as well as in the other sections of Reports tab (daily, monthly, quarterly, annual and other reports). Also, link for data visualization pertaining to various reports shall be created. |
| 4. | Regulations   | Notified   |
|    |   | Clarifications   |
|    |   | Draft  |
| 5. | News  | Latest happenings  |
| 6. | Reports   | Annual Report  |
|    |   | Monthly Report   |
|    |   | Quarterly Report   |
|    |   | Daily Report   |
|    |   | Committee Report   |
|    |   | Other Reports  |
| 7. | Meetings of various Committees (Agenda, Supplementary agenda, Related information, Minutes are to be managed) | PTCC   |
|    |   | Standing Committee Meetings of all regions   |
|    |   | Empowered Committee  |
|    |   | Perspective Plan   |
|    |   | Committee on RESD  |
|    |   | Committee on NEP   |
|    |   | National Power Committee   |
|    |   | NRCE   |
|    |   | Others   |
| 8. | Official Language Policy  |  |
| 9. | Classified Information  |  |

|     |   |  |
|-----|---|--|
| 10. | Right to Information                                    |  |
| 11. | Employee Corner   | <p>Facility for uploading/ entering the data pertaining to individual Employee like Training attended by individual, information regarding service tendered in different Division, Tour record of individual etc.</p> <p>Links of various applications like e-office, sparrow, and the applications, available on CEA intranet, shall be made available under employee corner.</p> |
| 12. | Important Links   | ISAC-Power   |
|     |   | Clearance Website  |
|     |   | International Cooperation  |
|     |   | Power Map  |
|     |   | Cross Border Trade of Electricity  |
|     |   | Capacity Addition App  |
|     |   | Data Visualisation   |
|     |   | Other Important Websites   |
| 13. | Archives  |  |
| 14. | Tenders   |  |
| 15. | Photo Gallery   |  |
| 16. | Contact Us  |  |
| 17. | Circulars   |  |
| 18. | Online submission/uploading of data with login facility |  |
| 19. | Grievances  |  |
| 20. | Publications  |  |
| 21. | Site Map  |  |
| 22. | External Links  |  |
| 23. | What' New   |  |

|     |  |
|-----|--|
| 24. | Graphical Representation of important data viz. 'Generation, Coal, Installed Capacity, Transmission, Power Supply Position etc. to be displayed on homepage. |
|-----|--|

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**5. CHAPTER- 5: BILL OF QUANTITY (BOQ)**

| Sl. No.                           | Item Description   | Quantity | Units | Rate* (in Rs.) | Amount (in figures; in Rs.) | Amount (in Words) |
|-----------------------------------|--|----------|-------|----------------|-----------------------------|-------------------|
| 1                                 | 2  | 4        | 5     | 13             | 54                          | 55                |
| 1.                                | To carry out development and other activities as per details at Clause 3.1 and 3.2 of this tender document | 1        | Nos.  |                |                             |                   |
| 2.                                | AMC of the new web site for one year   | 1        | Nos.  |                |                             |                   |
| Total Amount in Figures ( in Rs.) |  |          |       |                |                             |                   |
| Total Amount in Words             |  |          |       |                |                             |                   |

\* The quoted Rate shall **inclusive of all taxes, duties, levies, etc. except applicable GST.**

5.1.1 The above mentioned Price bid format is provided as BoQ\_XXXX.xls along with this tender document at <http://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ\_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the Financial Bid. **Bidder shall not tamper/modify downloaded price bid template in any manner.** In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and Bid Security would be forfeited and bidder is liable to be banned from doing business with the Client.

5.1.2 The rates shall be quoted shall be in Indian Rupee only.

5.1.3 In case of any discrepancy in the “**Amount in Figures**” and “**Amount in Words**”, the “**Amount in Words**” shall be considered for evaluation.

5.1.4 The evaluation shall be based on the “**Total Amount in Words**”.

5.1.5 The quoted rates shall remain firm.

5.1.6 The Evaluated Amount for the Bid shall be the amount worked out after considering discrepancies, if any.

5.1.7 Rates shall be quoted for all the items, failing which bid shall be rejected.

(Signature & Seal of the Bidder)

## **6. CHAPTER- 6: CONTRACT FORM**

### **6.1. CONTRACT AGREEMENT - FORMAT**

*(To be executed on a non-judicial stamped paper of requisite value)*

THIS AGREEMENT made on the [ *insert: date* ] day of [ *insert: month* ], [ *insert: year* ].

BETWEEN

- (i) [ *insert complete name of Client* ], a [ *insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Client }, or corporation incorporated under the laws of { insert name of Country of Client }* ] and having its principal place of business at [ *insert address o Client* ] (hereinafter called “Client”), of the one part, and
- (ii) [ *insert name of Contractor* ], a corporation incorporated under the laws of [ *insert: country of Contractor* ] and having its principal place of business at [ *insert: address of Contractor* ] (hereinafter called “**the Contractor**”) (which expression shall, unless excluded by or repugnant to the context, be deemed to include its heirs, executors, administrators, legal representative, successor and assigns), of the other part:

WHEREAS the Client invited bids for certain Goods and ancillary services, viz., [ *insert brief description of Goods and Services* ] and has accepted a Bid by the Contractor for the supply of those Goods and Services.

The Client and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents, in the order of precedence, shall be deemed to form and be read and construed as part of this Agreement:
  - (a) the Letter of Award
  - (b) the Addenda / Corrigenda Nos. \_\_\_\_\_ (if any)
  - (c) General Conditions of Contract
  - (d) the other sections of Tender document
  - (e) the technical Specifications
  - (f) the completed Annexures (including Price Bid (BOQ))
  - (g) any other document listed in GCC as forming part of the Contract

(h) the uploaded Bid by the Bidder on the CPP Website.

This Agreement shall prevail over all other contract documents.

3. In consideration of the payments to be made by the Client to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Client to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Client hereby covenants to pay the Contractor in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Client

Signed: *[insert signature]*

in the capacity of *[ insert title or other appropriate designation ]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Contractor

Signed: *[insert signature of authorized representative(s) of the Contractor]*

in the capacity of *[ insert title or other appropriate designation ]*

in the presence of *[ insert identification of official witness]*

## **7. CHAPTER- 7: ANNEXURES**

### **7.1 ANNEXURE-I: TENDER ACCEPTANCE LETTER - FORMAT**

*(To be given on Company Letter Head)*

Date:

To,  
Chief Engineer (IT),  
Central Electricity Authority,  
Sewa Bhawan, R. K. Puram, Sector-I,  
New Delhi – 110066.

**Subject:** Acceptance of Terms & Conditions of the <*Tender Name & Reference No.*>

Sir,

1. I/We have downloaded/obtained the Tender Document for the above mentioned Tender from the website namely \_\_\_\_\_ as per your advertisement.
2. I/We hereby certify that I/we have read all terms and conditions stipulated in the entire tender document (including Annexures), which shall form integral part of contract agreement and I/we shall abide by them.
3. The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the Bid conditions of above mentioned Tender document and corrigendum(s), if any, in its totality/entirety.
5. I/We do hereby declare that our Company/Firm has not been blacklisted/debarred by any Govt. department/Public sector undertaking/Govt. Autonomous body.
6. I/We certify that all information furnished by our Company/Firm are true & correct. In the event any of our submitted information is found to be incorrect/untrue or found violated, your department/organization, without giving any notice to us, can summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said Bid Security deposit absolutely.

Yours Faithfully,

(Signature & Seal of the Bidder)

**7.2 ANNEXURE-II: BIDDER INFORMATION**

|   |                  |                  |
|---|------------------|------------------|
| 1. Name of the Bidding company/firm   |                  |                  |
| 2. Full Address & Contact Details of the company/firm                                       |                  |                  |
| 3. Name of the Authorized Signatory for this Bid  |                  |                  |
| 4. Bidder's proposal number and date  |                  |                  |
| 5. Name & address of the person to whom all references shall be made regarding this tender: |                  |                  |
| (a) Telephone   |                  |                  |
| (b) Fax No.   |                  |                  |
| (c) E-mail  |                  |                  |
| (d) Mobile  |                  |                  |
| Signature of the Authorized Signatory   |                  |                  |
| Name:   |                  |                  |
| Designation:  |                  |                  |
| Date:   |                  |                  |
| Company Seal:   |                  |                  |
|   |                  |                  |
| <b>WITNESSES</b>  | <b>Witness 1</b> | <b>Witness 2</b> |
| Signature:  |                  |                  |
| Name:   |                  |                  |
| Address:  |                  |                  |
| Date:   |                  |                  |

### 7.3 ANNEXURE-III: SCHEDULE OF DEVIATIONS

We have carefully gone through the tender document and hereby confirm that all the clauses of this tender document are agreed by us expect for the following deviations:

| Sl. No. | Deviation |
|---------|-----------|
| 1.      |           |
| 2.      |           |
| 3.      |           |
| 4.      |           |
| ...     |           |

(Signature & Seal of the Bidder)

**Note:**

- Client will not evaluate any deviation mentioned elsewhere in the bid except as mentioned in the 'Schedule of Deviation'.
- If 'Schedule of Deviation' is left blank, then it will be construed that there is no deviation from tender specifications and conditions.

#### 7.4 ANNEXURE-IV: DETAILS OF WORK EXPERINCE, TURNOVER & PROFIT

(Financial Details as per Clause 2.2.1.3. and 2.2.1.4))

| <b>Pre-Qualification Condition</b>       | <b>Financial Year</b> | <b>Value (Rs. In Lacs)</b> |
|--|-----------------------|----------------------------|
| Annual turnover from operations in India | 2016-17               |                            |
|  | 2017-18               |                            |
|  | 2018-19               |                            |
| Net Profit after tax                     | 2016-17               |                            |
|  | 2017-18               |                            |
|  | 2018-19               |                            |

Note: Upload the signed & scanned copies of the Balance Sheet / Auditor Certificate in support of the above, failing which the annexure shall be considered as incomplete.

#### **Work Experience (As per Clause 2.2.1.2)**

| <b>Name &amp; Address of the client</b> | <b>Order No. &amp; Date</b> | <b>Value of the Order</b> | <b>Date of Completion</b> |
|---|-----------------------------|---------------------------|---------------------------|
|   |                             |                           |                           |
|   |                             |                           |                           |
|   |                             |                           |                           |

(Signature & Seal of the Bidder)

**7.5 ANNEXURE-V: DETAILS OF SIMILAR WORKS SUCESSFULLY EXECUTED IN  
LAST THREE YEARS**

**(As per Clause 2.2.1.5)**

| Sl. No. | Name of Organisation (s) | Contract Period |    | Value of Contract (in Lakh Rs.) | Contact details of the Client (s) |
|---------|--------------------------|-----------------|----|---------------------------------|-----------------------------------|
|         |                          | From            | To |                                 |                                   |
|         |                          |                 |    |                                 |                                   |

Note: Upload the signed & scanned copies of the Work Order / Letter of Award and completion certificate in support of the above, failing which the annexure shall be considered as incomplete.

(Signature & Seal of the Bidder)



**7.6 ANNEXURE-VI: DETAILS OF SIMILAR WORKS PRESENTLY UNDER EXECUTION**

**(As per Clause 2.2.1.6)**

| Sl. No. | Name of Organisation (s) | Start Date | Period of Contract | Value of Contract (in Lakh Rs.) | Contact details of the organization (s) |
|---------|--------------------------|------------|--------------------|---------------------------------|---|
|         |                          |            |                    |                                 |   |

Note: Upload the signed & scanned copies of the Work Order / Letter of Award in support of the above, failing which the annexure shall be considered as incomplete.

(Signature & Seal of the Bidder)

**7.7 ANNEXURE-VII: DETAILS OF DEVELOPMENT CENTRE IN DELHI/NCR**

**(As per Clause 2.2.1.7)**

| Sl No. | Location | No. of Engr./ Tech. staff in the Centre | Telephone No. /Fax Number of development centre |
|--------|----------|---|---|
|        |          |   |   |
|        |          |   |   |
|        |          |   |   |
|        |          |   |   |

Signature & Seal of the Bidder

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## 7.8 ANNEXURE-VIII: PERFORMANCE SECURITY - FORMAT

To,

Chief Engineer (IT),  
Central Electricity Authority,  
Sewa Bhawan, R.K. Puram, Sector-I,  
New Delhi – 110066.

Ref: \_\_\_\_\_

Date \_\_\_\_\_

Bank Guarantee No. \_\_\_\_\_

- 1.8** Against contract Acceptance of the Tender No: \_\_\_\_\_ covering \_\_\_\_\_ (hereinafter called the said 'Contract') entered into between the President of India acting through the Chairperson, CEA, New Delhi - 110066 or his authorized representative (hereinafter called the Client) and \_\_\_\_\_ (hereinafter called the Contractor), this is to certify that at the request of the Contractor we \_\_\_\_\_ Bank Ltd., are holding in trust in favour of the Client, the amount of \_\_\_\_\_ (*write the sum here in words*) to indemnify and keep indemnified the Client against any loss or damage that may be caused to or suffered by the Client by reason of any breach by the Contractor of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Client, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Contractor and the amount of loss or damage that has been caused or suffered by the Client, shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Client.
- 1.9** We \_\_\_\_\_ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Contractor i.e., till \_\_\_\_\_ hereinafter called the said date and that if any claim accrues or arises against us \_\_\_\_\_ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us \_\_\_\_\_ Bank Ltd, provided that notice of any such claim has been given to us \_\_\_\_\_ Bank Ltd, by the Client before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Client.
- 1.10** It is fully understood that this guarantee is effective from the date of the said contract and that we \_\_\_\_\_ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Client.
- 1.11** We undertake to pay to the Client any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any court or

Tribunal relating thereto, our liability under this present bond being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

**1.12** We \_\_\_\_\_ Bank Ltd, further agree that the Client shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said Contractor and to forbear or enforce any of the terms and conditions relating to he said contract and we, \_\_\_\_\_ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Contractor or for any forbearance by the Client to the said Contractor or for any forbearance or omission on the part of the Client or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision, have the effect of so releasing us from our liability under this guarantee.

**1.13** This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

Place \_\_\_\_\_

Signature \_\_\_\_\_

Witness \_\_\_\_\_

Printed name \_\_\_\_\_

(Bank's common seal)

Date \_\_\_\_\_

## 7.9 ANNEXURE-IX: BID SECURITY FORMAT

(To be executed on a non-judicial stamped paper of requisite value)

To,

Chief Engineer (IT),  
Central Electricity Authority,  
Sewa Bhawan, R.K. Puram, Sector-I,  
New Delhi – 110 066.

Ref: \_\_\_\_\_

Date

Bank Guarantee No. \_\_\_\_\_

1. WHEREAS ..... (Name of Bidder) (hereinafter called the 'the Bidder') has undertaken, in pursuance of the Tender (.....) for the "-----" (hereinafter called the 'the Bid') to you.
2. AND WHEREAS, it has been stipulated by you in the said Tender that the Bidder shall furnish you with a Bank Guarantee from a Nationalized/Scheduled Bank for the sum specified therein, as security for the Bid in accordance with the Tender condition.
3. AND WHEREAS we ..... <Bank> having its registered office at ..... and inter alia a branch office situated at ..... have agreed to give a Bid Security of Rs.50,000 (Rupees Fifty Thousand Only) (hereinafter called as the *Guarantee Amount*) on behalf of the Bidder.
4. We .....<Bank> further undertake not to revoke and make ineffective the guarantee during its currency except with the previous consent of the Central Electricity Authority (hereinafter called as the Client).
5. We .....<Bank> do hereby unconditionally and irrevocably undertake to pay to the Client without any demur or protest, merely on demand from the Client, an amount not exceeding the *Guarantee Amount* by reason of any breach of the terms of the Bid dated ..... by Bidder. We hereby agree that the decision of the Client regarding breach of the terms of the Bid shall be final, conclusive and binding on us.
6. We do hereby guarantee and undertake to pay forthwith on demand to the Client a sum not exceeding the *Guarantee Amount* and we undertake to pay you upon your first written demand declaring the Bidder to be in default under the Bid and without cavil or argument, any sum or sums within the limit of the *Guarantee Amount* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.
7. We, the Bank, further agree that the Client shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions

contained in the Bidding Document listed hereinabove, and the decision of the Client that the Bidder is in default, as per the Bid Document, shall be final and binding on us, notwithstanding any differences between the Client and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

8. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
9. Our obligation to make payment under this Guarantee shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason.
10. This guarantee is valid until the ..... day of ..... <month & year> and a claim in writing is required to be presented to us within this period failing which all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities mentioned hereinabove.

Signature and Seal of Guarantors (Bidder's Bank)

.....

Date.....

Address .....

.....

.....

In presence of

WITNESSES (Name & Address)

1.

2.

**7.10 ANNEXURE-X :FORMAT FOR THE UNDERTAKING FOR TECHNICAL BID**

**Bid No.....**

**FORMAT FOR THE UNDERTAKING FOR TECHNICAL BID**

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

Bid No.....

To,  
Chief Engineer (IT),  
Central Electricity Authority,  
Sewa Bhawan, R. K. Puram, Sector-1,  
New Delhi – 110 066.

Dear Sir,

1. I/We have examined and have no reservations to the tender document, including Corrigenda /Addenda issued.
2. I/We meet the eligibility requirements and have no conflict of interest.
3. I/We agree to Design, Development, Deployment and Maintenance of Dynamic Website in accordance with the terms and conditions laid down in Chapter 3 and 4 of this tender document at the rates given in this offer.
4. I/We offer to undertake Design, Development, Deployment and Maintenance of Dynamic Website in the tender document at the amount given in the said Financial Bid and agree to hold this offer open for a Bid Validity Period from the last date for the submission of the Bid.
5. I/we shall be bound by a communication of acceptance issued by you.
6. I/We have understood the tender document and have thoroughly examined the specifications quoted therein and am/are fully aware of the nature of the services required and my/our offer is to Design, Development, Deployment and Maintenance of Dynamic Website.
7. The Bid Security of ₹50,000 (Rupees Fifty Thousand) in the form of Bank Guarantee (as per Annexure-X) from any Nationalised/Scheduled bank valid for atleast 135 (One Hundred and Thirty Five) Days from the last date of submission of the Bid.
8. Certified that the bidder is a company and the person signing the document is the authorized representative of the bidder.
9. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the contract, shall constitute a binding contract between us.
- 10.If our bid is accepted, we commit to submit a performance security in accordance with the tender document.
- 11.We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder\***[insert complete name of person signing the Bid]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\*  
**[insert complete name of person duly authorized to sign the Bid]**

Title of the person signing the Bid **[insert complete title of the person signing the Bid]**

Signature of the person named above **[insert signature of person whose name and capacity are shown above]**

Date signed **[insert date of signing]** day of **[insert month]**, **[insert year]**  
\*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\* : Person signing the Bid must have the power of attorney given by the Bidder on Stamp paper and the same shall be attached.

Yours faithfully,

(Signature & Seal of the bidder)

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

Address:.....

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

