



Tender Specification No.
PVVNL/Meerut/IT/Website Maintenance
/14/22-23

Dated 14-03-2023

BID Document

For

**Migration and maintenance of Website and Email
Services for PVVNL**

Superintending Engineer IT PVVNL
Urja Bhawan Meerut
Last Date of Submission: 04.04.2023, up to 17:00 Hrs.
Cost of Bid Document: Rs. 3000.00+GST@ 18% (Non-
refundable) Bid Security (EMD): INR 20,000 only

NIT

Tender specification PVVNL/Meerut/IT/ Website Maintenance /14/22-23

The Bid document (RFP) is available online on www.pvvnl.org and www.etender.up.nic.in as per particulars indicated below. Any changes in the Bid Schedule, corrigendum etc. Shall also be notified via PVVNL's official website and etender website. Prospective bidders are therefore requested to regularly check the website for any updates.

Particulars	Date and Time
Date of Sale/Download of RFP/Bid Document:	14.03.2023 onwards
Cost of Bid Document (Bid Fee)	<p>Rs.3000/-(Rupees Three Thousand only) + GST @18%non- refundable only in the form RTGS/NEFT in Acc no 3493639431of SE Head Quarter, PVVNL, Meerut in Jail Chungi Meerut Branch of Central Bank of India having IFSC Code CBIN0282337.</p> <p>Interested bidders may also download the bid document from www.pvvnl.org.</p> <p>Bidders receiving/downloading the Bid document must upload the Scanned Pay in slip/UTR as a proof of submitting tender fee on e-procurement portal of www.etender.up.nic.in on or before last date and time of submission</p>
Bid Security (EMD):	<p>Rs. 20,000/-(Rupees Twenty Thousand only) in the form RTGS/NEFT in Acc no 3493639431of SE Head Quarter PVVNL, Meerut in Jail Chungi Meerut Branch of Central Bank of India having IFSC Code CBIN0282337.</p>
Pre-bid Queries (Through E-mail on pvvnrapdrp@gmail.com) Last Date:	31.03.2023
Date for Submission of Bid:	04-04-2023, up to 17:00 Hrs.
Date of Opening of the Bid:	05-04-2023, at 17:00Hrs

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Section: 1

Introduction:

1. Introduction:

- 1.1 Pashchimanchal Vidyut Vitran Nigam Ltd. is a company incorporated under the Companies Act, 1956 and having its registered office at Urja Bhawan Victoria Park Meerut, for carrying out the business of Distribution of electricity within the Area of Supply. Area of supply will include following districts of the State of Uttar Pradesh: Meerut, Baghpat, Ghaziabad, Gautambudh Nagar, Bulandshahar, Hapur, Muzaffarnagar, Saharanpur, Shamli, Bijnor, Moradabad, Sambhal, J.P. Nagar and Rampur. PVVNL started functioning as an independent Distribution company in July 2003. PVVNL is committed to rapid improvements in efficiency of power distribution to achieve 24-hour availability of quality power for all consumers.

The Department is imparting electricity services to the respective Discom users. The department intends to migrate and host existing website for PVVNL on public cloud. The existing site with the web-url pvvnl.org is in place for reference.

PVVNL through this RFP is seeking offers from interested IT companies/ vendors to provide maintenance/migration of website and Email services on cloud for the company. The current Email(Webmail) setup is only for 200 offices and not available to the remaining offices of PVVNL

- i.
- ii. Also with wide scale adoption of mobiles, tablets and laptops in the organization, there is a need to provide access to the email services/website from multiple devices in a secure manner. With the recent surge in Cloud Technology, PVVNL wants to leverage the cloud advantage to provide mail-messaging and to its employees.

The main objectives of the company are initiating/ executing a wide array of development projects listed under Schedule VII, Section 135 of Companies Act, 2013, with special focus on: Application New Electricity Connection, Disconnection, Load determination, Consumer service form, consumers grievance and related activities to the department etc.

Section: 2

Scope of Work and Eligibility Criteria:

1 Scope of Works:

The objective of this RFP is to select a bidder to migrate existing code of PVVNL's website, operation and maintenance of PVVNL website and provides cloud-based "Software as a service" e-mail service for Official email ids at pvvnl.org Domain & support for the solution provided for the period of contract (36 months).

1.1 PVVNL WebSite

1. One time migration of website & email server to new cloud server.
2. Regular Operation and Maintenance support services for the PVVNL website and Email Services.
3. Designing of website contents time to time for publicity of various schemes of PVVNL.
4. Designing of banners and web contents time to time for publicity of various schemes of PVVNL.
5. Modifications, changes and updating website time to time as per directions and policies of Government.
6. Responsive design (must support responsive web- design and multi-channel rendering of contents and applications on smartphones, tablets, and desktops without duplication of code or logic).
7. Search Engine Optimization (SEO) based design strategy.
8. Change management activity for all the above systems as per requirements.
9. Training and knowledge transfer to PVVNL officers for website maintenance and hosting.
10. The bidder will be responsible to manage pvvnl.org domain and its sub-domains on behalf of PVVNL.
11. Website should be accessible through secure HTTPS protocol only.
12. Maintaining cyber security of website and email ids.
13. Bidder should get the **yearly security audit of website** done through one of the Cert-IN empanelled agency.
14. Cloud infrastructure for website hosting/Email Services will be borne by bidder and details of instances will be provided by bidder.
15. Fixation of any bugs.

The above is an indicative list. Bidders can explore PVVNL's website www.pvvnl.org for complete details of website. The website vendor is expected to bring more ideas to this section based upon experience and requirement.

1.2 Email Services at Pvvnl.org

To provide as public cloud-based software as a service (SaaS) based email solution for PVVNL Offices (**Approx. 500**) having min space of **50 GB** per email with pvvnl.org with POP, IMAP, SMTP and browser-based access to emails.

1. Bidder shall be responsible for the creation of email accounts for all offices of PVVNL.
2. Migration of existing 200 nos of mailboxes (WebMail) and data
3. Bidder shall be responsible for management and operation of cloud SaaS email services
4. Bidder needs to provide day to day support for new account addition / suspension / deletion / modification of email IDs and user accounts.
5. Emails should be accessible from Desktop, web and mobile devices through multiple devices (like Tablets, Mobile Phones, Laptops, Desktops etc.)
6. Bidder shall configure SaaS cloud based email solution on the current domain of PVVNL.
7. Bidder shall be responsible for framing content filtering rules based on requirement of PVVNL.
8. Inbuilt features for secure access from mobile/tablets etc. from anywhere using mobile apps provided by the same OEM for both Android and iOS platform.

9. Services should have In-built security features of anti-phishing, anti-malware, anti-spoofing and anti-spam to ensure business email protection with no dependency for any third party software or gateway to be installed or any additional cost of licenses or softwares.
10. Solution should have capability for Mail Queue management/Priority Management and should handle SMTP Secure connection.
11. The Web Access should be feature-rich and bandwidth efficient such that users working on slow Connectivity / Low Bandwidth are also able to access Email facility smoothly.
12. The Email solution should be part of widely accepted Industry standards so that Organization's documents / artifacts could be used in an interoperable way by its Customers, Business Partners and Regulators.
13. Delivery of Mails must be near real- time between the receiver and sender.
14. Solution should allow users of any operating system to access email: iOS, Android, Windows, Mac, Chrome, Modern HTML5 browsers
15. Solution should have the ability to create aliases for email IDs or according to business needs.
16. Solution should support multilingual typing of Email (atleast English and Hindi)
17. Solution should support multilingual Email interface (atleast English and Hindi), end users should be able to change the interface language from English to Hindi as per their preference.
18. Solution should provide the ability to intelligently categorize messages based on user priority/reading patterns etc.
19. The solution should have intelligent features like visible labels to warn/inform users when replying to emails from external parties.
20. The Solution should have intelligent capabilities to Warn a user if the mail is missing an attachment before sending a mail.
21. Users should be able to use sort, conditional formatting/filtering to automatically/manually arrange emails to different folders or categories
22. Solution should have end user controls to restrict the recipient of email from downloading, printing and copying of email or any attachment in that email.
23. The proposed solution should have the capability for end users to allow / block individual email id and/or group of email id
24. Solution should allow all users to restore accidentally deleted email in the last 30 days
25. Solution should provide mechanism to manage Corporate Contacts with functionality to enable employees to view/access contact information across the organization
26. Solution should have the ability to store, share files via email attachments or link to cloud storage (more than 1GB or more).
27. The solution should allow users to store documents on the cloud storage so that documents can be accessed from anywhere. End users should have controls to define permissions on the file.
28. The solution should provide admins with an ability to create a Shared Folder/Drive wherein all the end users of a particular department/region/circle etc store their files which can then be used to access by one who has access to the Shared Folder/Drive
29. The solution should allow users to have search capability for their email, chat & documents stored in cloud storage.

1.3 Administration

1. Bidder will provide/enable a centralized portal for administrator, which should be capable of generating standard MIS reports to view usage of Website, email services, service health, utilization etc
2. Solution should provide a single admin console to configure email accounts, compliance policies, manage users, devices, check service health and access logs for troubleshooting.
3. Admin console should only be accessible from laptops/desktops. Admin console should not be accessible from unknown laptops/desktops.
4. The proposed solution should maintain and manage the logs such as Users, Date and Time of Access, Time of Message sent and received etc. with regard to the SaaS Email Solution offered to the Organization. The Logs for the last 30 days shall be shared to Organization, as and when required by Organization.

5. The solution should maintain a log of all devices or personal devices which are used to access email services.
6. The Solution should allow admin controls to define Attachment size & type
7. Solution should allow controls for the administrators to allow/deny chat with external parties.
8. The solution should have admin controls to allow/block certain file types from being shared via email.
9. Solution should allow whitelist/blacklist of external domains for sending/receiving emails.
10. The solution should allow quarantining incoming and outgoing emails so that administrators can take decisions about the delivery of suspicious emails.
11. The Solution should have inbuilt ability for end users to mark / filter Spam / Junk mail management.
12. The solution should allow administrators to configure domain/OU wide granular anti-spam settings, content compliance settings to prevent any malicious emails from being sent or received by end users.

1.4 System Security:

It is critical to have a set of IT security management processes and tools to ensure complete cyber security of website and email ids. An IT security policy, framework and operational guidelines as per ISO 27001 or as applicable, will be maintained by the successful bidder as an overall guideline to all forms of IT security – Physical, application, data, network, DB and cloud. The IT systems maintained shall be audited and will be subject to IT security testing.

1. Application /Solution must be having Anti DDOS feature and cross scripting should not be allowed.
2. The selected bidder shall ensure that the proposed solution meets the requirements of all current Indian Laws for electronic messaging:
3. Solution should have in-built Phishing, Spam, Spoof and malware protection at no additional cost or dependency on 3rd party solution.
4. It should include capabilities (1) suspicious attachment scanning and (2) embedded URL links and external image scanning.
5. The solution should include capabilities regarding Email security with SPF, DKIM, and DMARC, providing TLS 1.2 and higher encryption for email transmissions.
6. The solution should support Industry Standard Protocols such SMTP, POP3, IMAP
7. The solution should encrypt data both at rest and in transit
8. The solution should allow blocking specific senders and should also to allow bypass spam filters in case of exclusions.
9. The solution should have capability to protect user from Information or Identity Theft using multi factor authentication like (OTP, Security question, App notifications etc)
10. The solution should allow administrators to remotely wipe data from mobile devices and company-owned Windows 10 devices in case device is lost/stolen
11. The solution should have controls to prevent users from using any jailbroken or rooted mobile device from accessing email on the mobile device.
12. The solution should have intelligence to detect risky logins or account highjacking attempts.
13. The solution should maintain an audit log of changes made to the email infrastructure by any admin.
14. Password Management must meet the following requirements :
 - a. Password Complexity Criteria: Password complexity must have a combination of alphabets/numbers/special characters. Complexity requirements – Combination of lowercase (a-z), uppercase (A-Z), digits (0-9) and special characters (@, !, #, \$, %.)
 - b. Change passwords at first login: The system must be configured to force the users to change the initial password immediately after the first logon
15. The solution should allow end users to remotely recover/reset their passwords in case of account lockouts. Admins should also have controls to reset/unlock end users accounts on behalf of end users.

1.5 Policy and Documentation:

The selected bidder shall be responsible for the generation and submission of necessary documentation required during various phases of the project viz. Planning, Installation, Commissioning, Deployment, Integration and Acceptance. Prior approval of PVVNL is required on all such documentation before commencement of activity. Bidders will have to develop, document and implement the following:

- a) Data Backup, Archival and retention Policy
- b) Security Policy
- c) Business Continuity and Disaster Recovery Policy

Solution provider must design and implement the policy in compliance to the ISO standards (such as Information security ISO 27001).

1.6 Backup and Recovery:

Solution provider would be required to design detailed backup and recovery policies which shall be implemented at the time of deployment and the responsibility of taking backups and testing the backups as per the backup policy shall be of the solution provider for the entire project period. Solution provider shall ensure that the data is replicated. Solution provider shall be responsible for safe and secure storage of complete data.

1.8 Cloud Server, Communication, Hardware and Software

- Vendor has to estimate the bandwidth demand considering the current utilization and proposed enhancements. Vendor has to dynamically upgrade to cater to the high bandwidth load.
- Mirroring of disk and database server preferably in RAID 5 shall also be configured.
- Disaster recovery as a service (DRaaS) shall also be configured so in case any outage/issue in current site application can run from other site.
- DRaaS will make application available from other site in case of disaster.
- Round-robin DNS load balancing shall be configured to distribute incoming requests among 2 web servers.
- CDN service shall be configured to serve requests from nearby servers in network.
- The cost of cloud services, establishing and operating any computer systems, all other hardware and software and communication systems shall be estimated and included in the price quoted by the Agency in the price bid. No extra cost shall be payable by the Purchaser in this regard.

1.9 Source Code HandOver/Completion of Migration

- Source Code should be handed over to Discom for each phase/ minor/ major releases.
- Source Code handover and Installation of complete Application, database and individual components, along with all the required software / license / certificates / audit report for further development/maintenance.

Note:

1. Since the ownership of the source code used for customizing and hosting PVVNL's website rests with PVVNL, the source code must be handed over to PVVNL immediately after completion of development and update of the data.
2. Whenever, there is any modification/addition in the source code during warranty/AMC period, the modified/changed source code must be handed over immediately to PVVNL. The ownership of source code and its related Intellectual Property Right (IPR) with reference to PVVNL corporate website will lie with PVVNL only

The solution should have flexibility to export data at the end of the contract period in case PVVNL decides to exit from the solution. The selected bidder should help & guide PVVNL in this data export activity.

Ability to increase users at the contracted price co-termed till end of contract as per need of the organization hence providing flexibility in terms of future needs.

Commissioning of the systems shall be considered to be complete only after the following conditions have been met successfully to the satisfaction of PVVNL.

- i. Successful testing of all components of website individually.
- ii. Successful completion of migration from existing emails solution.

1.10 Other Terms & Condition

- The Agency shall be responsible for development, installation, commissioning, testing, certifying & performance tuning of the Web/Mobile App.
- The entire System/Solution shall be deployed on Cloud. The sizing, installing, deployment, maintenance, security, up keeping shall be under the scope of the vendor. The Cloud service shall be made available with the empaneled / registered service providers of Government of India for cloud base services. The copy of agreement shall be made available before the commencement of work. The generic and specific guidelines issued by State & Central Government IT departments with respect to Hosting, Security, Vulnerability etc., have to be adopted and implemented during the tenure of the project. Discom shall be intimated of the cloud hosting and all related agreements and certificates.
- These shall also include support as application admin, system admin & database admin activities like security, patch against penetration testing, back-up etc. in production environment.
- The Agency shall provide warranty of complete Application including its related software, licenses, hardware, etc. for the entire contract period.
- Any other work which shall be incidental in delivering the required scope of work successfully.

1.11 Project Timelines:

- i. Successful bidder will have to migrate entire solution(Website/Email) within **Two (2) week** of issuance of LOA (Letter of Award).
- ii. Contract period for the AMC work shall be Three year, which shall start after migration of complete

solution. The agency is expected to maintain the complete website/Email Services both technical and application for 3 year which can be mutually extended for additional 2 Years on year-to-year basis subject to satisfactory performance of the agency which will be evaluated every year. The application management will include any content update, upload or any minor or major change in website

Note: -

Before furnishing the bid, the bidder may study the present system of the Discom. The bidders are presumed to have acquainted themselves with the scope of work of this specification.

2 Eligibility Criteria

2.1 Qualifying Requirements

The bidder should meet the Qualifying Requirements as mentioned below.

S. No	Minimum Eligibility Criteria	Documents to be submitted
1	The bidder should be a company registered under Indian Companies Act, 1956 / 2013	Certificate of Incorporation, Registration Certificate
2	The bidder should have minimum average turnover of Rs 50Lakh in the last three financial years	Audited financial statements/CA certified copies for the immediate last 3 financial year
3	Net Worth of last 3 financial years should be positive.	Audited Balance sheet (P&L) statements/ CA Certified copies for last 3 financial years.
4	Bidder should have completed 5(five) projects in last 5(five) financial years (i.e., current year and previous four financial years) in area of website development, Email services. The cumulative contract value for any 3(three) projects must be 25 Lakhs.	LOI/ work order/relevant documents with completion certificate from clients
5	The Bidders must be ISO/IEC-9001-2015 and ISO/IEC 27001-2013 at the time of bidding.	Copy of the valid certificate
6	The Bidder should have agreement with Cloud service provider, which should be certified to be compliant to the following control standards: a. ISO 27001 - Data Center and the cloud services should be certified for the latest version of the standards b. ISO/IEC 27017:2015 - Code of practice for information security controls based on ISO/IEC 27002 for cloud services and Information technology c. ISO 27018 - Code of practice for protection of personally identifiable information (PII) in public clouds d. MeITY Empannelled	Undertaking from bidder / Copy of ISO certificates, valid as on the date of bid submission.
7	Consortium or joint venture not allowed	Undertaking for the same
8	The bidder shall not have been blacklisted / banned /declared ineligible / declared having dissatisfactory performance by any State/ Central Government or PSU Organization or bilateral/multilateral funding agencies or quasi-government for breach of ethical conduct or fraudulent practices as on date of submission of the proposal. There should not be any criminal cases registered against the bidder in any Court of Law in India.	Self-Declaration/ undertaking by Bidder.
9	The bidder should have a valid GST & PAN No	GST Registration Certificate & Pancard Copy.
10	The Bidder should have experience of migrating website/email services from on premise /cloud to another cloud solution and should have	Copy of Client Certification for successful completion and

S. No	Minimum Eligibility Criteria	Documents to be submitted
	experience of maintaining the managed services on cloud for any Central/State/PSU company in India.	commissioning with name and contact details of signatory. Order PO Details

3 **Payment terms**

- i. The total migration time of website/email solution is two weeks from the **week** of issuance of LOA (Letter of Award). Failure to complete the work within the stipulated period shall entitle PVVNL for imposition of penalty without assigning any reasons at 0.5 percent of the total value of the contract as penalty per week subject to a maximum of 10% unless extension is obtained in writing from the PVVNL on valid ground before expiry of delivery period.

AMC Payments: -

- AMC Charges (like Cloud Hosting, Email Server, Security Audit Charges etc.)) will be paid quarterly; Vendor will submit quarterly invoices for payments.

4 **Table work and Qty: -**

Sl. No.	Item/Job Description	Job Type	Unit (Quantity/Years)
1	One time Migration cost of PVVNL website & 200 email box.	One Cycle	1
2	Cloud hosting charges and Maintenance of PVVNL website.	Yearly Basis	3
3	Email server charges (yearly) for 500 mailbox having at least 50 GB storage for each email id	Yearly Basis	3
4	Security Audit through one of the CERT-In empaneled agencies (Yearly)	Yearly Basis	3

Note.

1. Prices shall be inclusive of all taxes, levies and duties except GST which shall be chargeable extra as per actual at the time of Invoicing.
2. Onetime payment will be done after completion of migration activity.
3. Quarterly Payment will be done of cloud charges/Email Services/Security Audit.

5 **Service Level Agreement (SLA): -**

Bidder should ensure availability of Cloud Services/ the SaaS systems with a minimum availability SLA of 99.9%. The Selected Bidder shall provide 24x7 support for resolution of issues related to the entire solution. Bidder to setup Helpdesk & Support (Email and Phone) in Implementation and managed services phase along with Project management across contract period. The Agency shall assign a dedicated qualified and experienced project lead as single point of contact for PVVNL. The solution should support Web-based SLA Monitoring on a 24x7x365 basis.

The SLA has been logically segregated in the following categories:

- i) SDC Network related service levels
- ii) Helpdesk related service levels
- iii) Application related service levels
- iv) Security and Incident Management related service levels

The following measurements and targets shall be used to track and report performance on a regular basis. The targets shown in the following table are applicable for the duration of the contract.

Each section outlines the service level indicators and the target performance levels to be achieved during the contract period. This shall be used to track and report performance on a regular basis. These SLA's shall be strictly imposed, and there will be penalty imposed for not adhering to the SLA. The SLA will be measured on Quarterly basis.

(i) Availability/Uptime related service level

Indicative broad parameters for SLA are given below.

S. No.	Items	Measurement	Target	Actual Availability (in %)	Penalty on AMC charges
1	Availability/ Up time of Website	Availability of Website/ System generated report will be considered for SLA monitoring	99.5 %	>= 99.5	No penalty
				< 99.5 to >= 99	2 % of Quarterly AMC charges
				< 99 to >= 98	3% of Quarterly AMC charges
				< 98	5 % of Quarterly AMC charges

(ii) Helpdesk related service level *

Indicative broad parameters for SLA are given below:

S. No.	Items	Measurement	Expected Response Time (in min)	Actual Response time (in min)	Penalty
1	Incident Reporting of failure/ Issue	Identification of Incident related to Issue/failure of any functionality through any mode like email/WhatsApp/ telephone	30 min	<30 mins	No penalty
				0.5% of Quarterly AMC charges for every hour delay in reporting on an incremental basis to a maximum of 5%.	

(iii) Application related service level *

Indicative broad parameters for SLA are given below:

S. No.	Items	Measurement	Expected Resolution Time (in min)	Actual Resolution time (in min)	Penalty
1	Incident Reporting	Resolution of Incident	60 min	<60 min	No penalty

	of Application failure/Major Issue impacting business process	related to Issue/failure of any functionality through any mode like email/WhatsApp/ telephone		1% of Recurring charges for every hour delay in reporting on an incremental basis to a maximum of 5%.	
1	Incident Reporting of Application minor Issue	Resolution of Incident related to Issue of any functionality through any mode like email/WhatsApp/ telephone	120 min	<120 min	No penalty
				0.5% of Recurring charges for every hour delay in reporting on an incremental basis to a maximum of 5%.	

(iv) **Security and Data loss related service levels**

Sl.	Items	Measurement	Penalty
1	Data theft/Data Loss/ Security Breach Incident	For every such incident penalty shall be imposed and this penalty will be in addition to any other penalty, punishment applicable under the legal provision of the country and the state prevailing at the point in time.	2% of Annual AMC cost of every incident

SECTION: 3

INSTRUCTIONS TO BIDDERS

ARTICLE – 1: TENDERING INSTRUCTIONS

1.1 GENERAL

1.1.1. Submission of Bids only through online process is mandatory for this Tender.

1.1.2. For conducting Electronic Tendering, PVVNL is using the Portal of NIC, a Government of India Undertaking (<https://etender.up.nic.in>)

1.2 TENDER BIDDING METHODOLOGY

Sealed Bid System: E tenders are invited in two parts (Part-I Technical Bid and Part-II Financial Bid).

1.2.1. BROAD OUTLINE OF ACTIVITIES FROM BIDDERS PROSPECTIVE

- (i) Procure a Digital Signing Certificate (DSC)
- (ii) Register on NIC (<https://etender.up.nic.in>).
- (iii) Create Users and assign roles on NIC Portal.
- (iv) View Notice Inviting Tender (NIT) on NIC Portal.
- (v) Download Official Copy of Tender Documents from NIC Portal.
- (vi) Clarification to Tender Documents on NIC Portal
- (vii) Query to PVVNL (Optional)
- (viii) View response to queries posted by PVVNL, as addenda.
- (ix) Bid-Submission on NIC Portal.

1.2.2. DIGITAL CERTIFICATES

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>]

1.2.3. REGISTRATION

- (i) To use the e-Tender Portal of NIC (<https://etender.up.nic.in>), bidder needs to register on the Portal (if not registered earlier). Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In NIC PORTAL terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/Portal, and click on the ‘Supplier

Organization’ link under ‘Registration’ (on the Home Page), and follow further instructions as given on the site.

(ii) Pay Registration Fee and other charges (as applicable) on the NIC Portal.

1.2.4. BID RELATED INFORMATION FOR THIS TENDER (SEALED BID)

The entire bid-submission would be online on NIC Portal and upload the necessary scanned documents such as bid documents etc. Broad outline of submissions are as follows:

(i) Submission of digitally signed copy of Tender Documents/ Addendum/addenda

(ii) Two Parts of Bid

- Technical Bid–Part I
- Financial Bid-Part II

➤ Bidders must ensure that all documents uploaded on e-tender Portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc.

➤ It shall be the responsibility of bidder himself for proper extractability of uploaded zipped files. Any error/ virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/ server and will be bidder’s responsibility only.

➤ In case the files are non-extractable or illegible otherwise, then the bidder’s authorized representative shall be given one chance by Tender Opening Committee to open & demonstrate the contents of bid data downloaded from the e-tender Portal in his presence.

➤ If, even after above chance, the bidder is unable to open & demonstrate the contents of bid data downloaded from the e-tender Portal in his presence then no fresh bid in any form, soft or hard copies, shall be accepted by tendering authority and his bid shall be summarily rejected and treated as non-responsive.

ARTICLE – 2: COST OF BIDDING

- The Bidder shall bear all costs associated with the preparation and submission of the Bid and PVVNL will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.
- The Bidder will have to remit Non-refundable Bid Processing Fees of Rs. 3,000+GST@ 18% and EMD fee of Rs 20,000/-(Refundable) into official bank account of PVVNL, on or before the date & hours of submission of the bids.

ARTICLE – 3: BIDDING DOCUMENTS

- Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or bid not substantially responsive to the bidding documents in all respect may result in the rejection of the Bid.

ARTICLE – 4: CLARIFICATION ON BIDDING DOCUMENTS

- The Clarifications must be submitted in writing at Office of Superintending Engineer, RAPDRP (Part A), Urja Bhawan, Office of Managing Director, PVVNL, Meerut -250001 or through email at pvvnrapdrp@gmail.com on or before the date mentioned in the bid NIT. Clarifications received from the bidders after that will not be entertained under any circumstances.

ARTICLE – 5: AMENDMENT OF BIDDING DOCUMENTS

- At any time prior to the deadline for submission of bids, PVVNL, for any reason, whether at its own initiative or in response to the clarifications requested by prospective bidders may modify the bidding documents by amendment.
- In order to allow prospective bidders reasonable time to take the amendment in to account in preparing their bids, PVVNL, at its discretion, may extend the deadline for the submission of bids.

ARTICLE – 6: LANGUAGE OF BID

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and PVVNL shall be in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in English. For purposes of interpretation of the bid, the translation shall govern.

ARTICLE – 7: SECTIONS COMPRISING THE BIDS

Digitally signed copies of all the required documents asked in the RFP must be uploaded on e-tender website.

7.1 BID SECURITY SECTION:

Bid Processing Fees & EMD Details: The bid processing fee (non-refundable) & EMD (refundable) to be submitted online into official account of PVVNL up to the date of submission of bid.

7.2 ELIGIBILITY & TECHNICAL SECTION:

In this section, Bid letter form and Clause-by-Clause Compliance Statement as per eligibility criteria, all the forms/format, documentary proof, Forms/format and compliance to Scope of Work.

7.3 PRICE BID SECTION: As per bid form only.

- All the forms should be in the Prescribed Format Only.
- All forms/Tables, duly filled-in with necessary proofs, as required and stated in the bid document & supporting documents for eligibility criteria should be uploaded.

7.4 ADMISSIBILITY:

Only those bids for which the bidder has uploaded all required documents on the portal shall be considered eligible.

7.5 BID SUBMISSION

The bidder along the bid has to submit the following: -

- ❖ Point wise Compliance of prequalifying with documentary evidence.
- ❖ Technical Bid: should include detailed proposed technical solution document along with unpriced BoQ of Devices and any other related items.
- ❖ Since this is an end-to-end offering, any item that may be required for successful implementation of the defined scope shall be deemed to be included in the submitted BoM even if not specifically mentioned therein at the time of bidding.
- ❖ Detailed implementation plan.
- ❖ Point wise compliance check list as per Section 2.
- ❖ Point wise compliance & documentation of functionality.
- ❖ Transitioning requirements if any.
- ❖ Explicit clarity in expectation of support required from existing/future SI whose solution is to be upgraded/integrated.
- ❖ Detailed solution & project plan for secured migration of existing user repositories of PVVNL residing across multiple applications/platforms and carry existing repositories ahead seamlessly.
- ❖ Detailed list of requirements & dependencies from existing UPPCL/PVVNL application stakeholders must be clearly mentioned by the bidder in their bid submission.

Bidders are advised to study this document carefully. Submission of RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. This document must be read in its entirety. Please verify that you have a complete copy.

ARTICLE – 8: BID FORMS

- Wherever a specific form is prescribed in the Bid document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information. Failing to submit the information in the prescribed format, the bid is liable for rejection
- For all other cases, the Bidder shall design a form to hold the required information.

- PVVNL shall not be bound by any printed conditions or provisions in the Bidder's Bid Forms.

ARTICLE – 9: FRAUDULENT & CORRUPT PRACTICE

- Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a work order 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 PVVNL of the benefits of free and open competition.
- “*Corrupt Practice*” means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of work order execution.

PVVNL will reject a proposal for award and may forfeit the E.M.D. and/or Security deposit if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, contract(s).

ARTICLE – 10: LACK OF INFORMATION TO BIDDER

- The Bidder shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Bidder of his responsibility to fulfill his obligation under the Contract.

ARTICLE – 11: CONTRACT OBLIGATIONS

- If after the award of the contract the bidder does not sign the Agreement or fails to furnish the security deposit along with the inception report and working schedule as per the bid requirements & if the operation is not started within 15 working days after submission of security deposit as mentioned in the bid, PVVNL reserves the right to cancel the contract and apply all remedies available under the terms and conditions of this contract.

ARTICLE – 12: BID PRICE

- The price bid should indicate the prices only in the format prescribed in price Bill of Material.
- Prices quoted should be firm.
- Quoted prices shall be inclusive of all applicable taxes, except GST if applicable which shall be chargeable as per actual.
- Any effort by a bidder or bidder's agent / consultant or representative howsoever described to influence the PVVNL in any way concerning scrutiny /consideration /evaluation /comparison of the bid or decision concerning award of contract shall entail rejection of the bid.

ARTICLE – 13: QUANTUM OF WORK/SERVICES

- If needed PVVNL may increase /reduce quantum of work/services not more than 50% of contract value with no limitation on quantity; with the consent of firm after successful execution of desired work by firm.

ARTICLE – 14: BID CURRENCY

- The prices should be quoted in Indian Rupees. Payment for the supply of equipment's as specified in the agreement shall be made in Indian Rupees only.

ARTICLE – 15: BID SECURITY / EARNEST MONEY DEPOSIT (EMD)

- The bidder will have to submit Non-refundable Bid Processing Fees of Rs. 3,000+GST@ 18% (non-refundable) & Earnest Money Deposit (EMD) of Rs. 20,000/- (Rupees Twenty thousand Only) (Refundable) on or before date & hours of submission of in Official account of PVVNL through online medium only.

Note: Failing to Online submission of EMD and bid processing fees at PVVNL on or before given time may lead to the rejection of the bid.

- In case of non-receipt of Bid processing fees & EMD as mentioned above, your bid will be rejected by PVVNL as non-responsive.
- Unsuccessful bidder's E.M.D. will be returned as promptly as possible after the expiration of the period of bid validity OR upon the successful Bidder signing the agreement with concerning Discom, whichever is earlier.
- The EMD may be forfeited at the discretion of PVVNL, on account of one or more of the following reasons:
 - a) If a Bidder withdraws their Bid during the period of Bid validity.
 - b) If Bidder does not respond to requests for clarification of their Bid
 - c) If Bidder fails to co-operate in the Bid evaluation process, and
 - d) In case of a successful Bidder, the said Bidder fails:
 - i. To sign the Agreement /Contract in time.
 - ii. To furnish Security Deposit as prescribed.
 - iii. If the bidder is found to be involved in fraudulent practices.

ARTICLE – 16: PERIOD OF VALIDITY OF BIDS

- Bids shall remain valid for 180 days from the date of their submission. A Bid valid for a shorter period shall be rejected and considered as non-responsive.
- In exceptional circumstances, PVVNL may solicit Bidder's consent to an extension of the

period of validity. The request and the responses thereto shall be made in writing. The Bid security shall also be suitably extended.

ARTICLE – 17: BID DUE DATE

- Bid must be submitted by bidder not later than the date specified in the RFP.
- The PVVNL may, as its discretion, extend the bid due date, in which case all rights and obligations of the PVVNL and the bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

ARTICLE – 18: LATE BID

- PVVNL shall not consider any Bid that arrives after the deadline for submission of Bid.

ARTICLE – 19: MODIFICATION AND WITHDRAWAL OF BID

- The Bidder may modify or withdraw its bid before the due date of bid submission.
- No Bid may be modified subsequent to the deadline for submission of bids.
- No Bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid validity specified by the Bidder on the bid letter form. Withdrawal of a Bid during this interval may result in the bidder's forfeiture of its Bid security.

ARTICLE – 20: OPENING OF BIDS BY PVVNL

- Bids will be opened in the presence of Bidder's representatives, who choose to attend. The Bidder's representative who is present shall sign a register evidencing their attendance.
- Immediately after the closing time, the PVVNL contact person shall open the Technical (Part-I) Bids and list them for further evaluation.

ARTICLE – 21: REJECTION OF BIDS

- PVVNL right to reject any or all bids: PVVNL reserves the right to reject any Bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

ARTICLE – 22: EVALUATION OF BID:

A Two-Bid System shall be followed for the bid evaluation. The first stage would be a technical evaluation against qualification criteria. Second stage would be a price evaluation (L1).

The details of evaluation have been explained below.

- Please note that the qualification cum technical proposal must NOT contain any pricing

information.

As prescribed in Article-7(Clause 7.5: Bid Submission), the bidders must submit compliance to all the functionalities & criticalities listed with all their sub points in order for their technical bids to be considered qualified.

- **Price evaluation:** The price bids of only those bids who qualify the technical criteria stage would be opened for price evaluation. The price evaluation will take into account the information supplied by the Bidders in the Price Proposal. The price evaluation would be based on L1, i.e. the bidder with the least price quote shall be eligible for award of contract.

ARTICLE – 23: AWARD OF CONTRACT

- Award Criteria: The Criteria for selection will be the lowest effective cost to PVVNL for the technically qualified bids from eligible bidders
- In case, if lowest bidder does not accept the award of contract or is found to be involved in corrupt and/or fraudulent practices the next lowest bidder will be awarded the contract after price negotiation, if needed.
- The rates of the bid should remain valid for 180 days.

ARTICLE – 25:

25.1 FORCE MAJEURE

- Force Majeure shall mean any event or circumstances or combination of events or circumstances that materially and adversely affects, prevents or delays any Party in performance of its obligation in accordance with the terms of the Agreement, but only if and to the extent that such events and circumstances are not within the affected party's reasonable control, directly or indirectly, and effects of which could have prevented through Good Industry Practice or, in the case if construction activities through reasonable skill and care, including through the expenditure of reasonable sums of Money. Any events or circumstances meeting the description of the Force Majeure which have same effect upon the performance of any contractor shall constitute Force Majeure with respect to the Bidder. The Parties shall ensure compliance of the terms of the Agreement unless affected by the Force Majeure Events. The Bidder shall not be liable for forfeiture of its implementation / Security deposit, levy of Penalties, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Agreement is the result of Force Majeure.
- Force Majeure Events: The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the definition as stated above.
Without limitation to the generality of the foregoing, Force Majeure Event shall include following events and circumstances and their effects to the extent that they, or their effects, satisfy the above requirements:

- Natural events (“Natural Events”) to the extent they satisfy the foregoing requirements including:
 - a) Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
 - b) Explosion or chemical contamination (other than resulting from an act of war);
 - c) Epidemic such as plague;
 - d) Any event or circumstance of a nature analogous to any of the foregoing.
- Other Events (“Political Events”) to the extent that they satisfy the foregoing requirements including:
 - Political Events which occur inside or Outside the State of UP or involve directly the State Government and the Central Government (“Direct Political Event”), including:
 - i. Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;
 - ii. Strikes, work to rules, go-slows which are widespread, nation-wide, or state-wide and are of political nature;
 - iii. Any event or circumstance of a nature analogous to any of the foregoing.

25.2 FORCE MAJEURE EXCLUSIONS

Force Majeure shall not include the following event(s) and/or circumstances, except to the extent that they are consequences of an event of Force Majeure:

- a) Unavailability, late delivery
- b) Delay in the performance of any contractor, sub-contractors or their agents

25.3 PROCEDURE FOR CALLING FORCE MAJEURE

The Affected Party shall notify to the other Party in writing of the occurrence of the Force Majeure as soon as reasonably practicable, and in any event within 5 (five) days after the Affected Party came to know or ought reasonably to have known, of its occurrence and that the Force Majeure would be likely to have a material impact on the performance of its obligations under the Agreement.

ARTICLE – 26: CONTRACT OBLIGATIONS

Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Bidder’s bid and all previous correspondence.

ARTICLE – 27: AMENDMENT TO THE AGREEMENT

Amendments to the Agreement may be made by mutual agreement by both the Parties. No variation in or modification in the terms of the Agreement shall be made except by written amendment signed by both the parties. All alterations and changes in the Agreement will take into account prevailing rules, regulations and laws.

ARTICLE – 28: USE OF AGREEMENT DOCUMENTS AND INFORMATION

- The Bidder shall not without prior written consent from PVVNL disclose the Agreement or any provision thereof or any specification, plans, drawings, pattern, samples or information furnished by or on behalf of PVVNL in connection
There with to any person other than the person employed by the Bidder in the performance of the Agreement. Disclosure to any such employee shall be made in confidence and shall extend only as far as may be necessary for such performance.
- The Bidder shall not without prior written consent of PVVNL make use of any document or information made available for the project except for purposes of performing the Agreement.
- All project related documents issued by PVVNL other than the Agreement itself shall remain the property of Go-UP and Originals and all copies shall be returned to GoI on completion of the Bidder's performance under the Agreement, if so required by the PVVNL.

ARTICLE – 29: PERFORMANCE BANK GUARANTEE

- i) The successful bidder shall at the time of award of contract, be required to provide a Performance Bank Guarantee amounting to 3% of the total contract value (including GST).
- ii) This PBG shall carry validity for the full period of contract with an extended claim period of six months. Failure on part of the contractor in submitting the PBG shall lead to stoppage of all due payments to the contractor.

ARTICLE – 30: TAXES & DUTIES

Quoted Price of Financial bid must be inclusive of all taxes and duties with the exception of GST. GST shall be paid upon the applicable rates at the time of invoicing as per actuals.

ARTICLE – 31: BOOKS & RECORDS

Bidder shall maintain adequate books and records in connection with Contract and shall make them available for inspection and audit by GoUP/ GoI during the terms of Contract until expiry of the Security Deposit.

ARTICLE – 32: ASSIGNMENT & SUB CONTRACTS

➤ Assignment by Bidder

The Bidder shall not assign, in whole or in part, its rights and obligations to perform under the Agreement to a third party, except with the prior written consent from PVVNL.

➤ Sub contracts

The Bidder shall notify the PVVNL in writing of all subcontracts awarded under the Contract Agreement. Such notification shall not relieve the Bidder from any liability or obligation under the Agreement. The Bidder shall fully indemnify PVVNL for any claims/damages whatsoever arising out of the Sub contracts.

ARTICLE – 33: Ownership:

All application software, hardware, data, plans, drawings, specifications, designs, reports and other documents procured or developed by the selected Vendor in the execution of the contract shall remain the property of the respective Discom, right from the beginning of the contract, during the whole duration of the project and after the expiry or termination of the contract. The respective Discom shall also remain the sole owner of the property (Hardware/software) in case the contract is terminated for any other reasons.

The source code of the customized part of the application software will remain the exclusive property of the respective Discom, even after the termination or expiry of the contract. The ownership shall also remain with the respective Discom in case the selected Vendor fails to execute tasks to the satisfaction of the respective Discom. The respective Discom shall be at liberty to deploy the solution anywhere within the state of Uttar Pradesh. In future if any entity emerges in the state of UP, the solution will also be deployed there.

ARTICLE – 34: COMPLETION TIME AND PERIOD OF CONTRACT

34.1 Period of Contract:

Successful bidder will have to migrate entire solution(Website/Email) within **Two (2) week** of issuance of LOA (Letter of Award).

Contract period for the AMC work shall be Three year, which shall start after migration of complete solution. The agency is expected to maintain the complete website/Email Services both technical and application for 3 year which can be mutually extended for additional 2 Years on year-to-year basis subject to satisfactory performance of the agency which will be evaluated every year. The application management will include any content update, upload or any minor or major change in website

ARTICLE – 35: PAYMENT TERMS

The total migration time of website/email solution is **Two (2) week** of issuance of LOA (Letter of Award).. Failure to complete the work within the stipulated period shall entitle PVVNL for imposition of penalty without assigning any reasons at 0.5 percent of the total value of the contract as penalty per week subject to a maximum of 10% unless extension is obtained in writing from the PVVNL on valid ground before expiry of delivery period.

AMC Payments: -

- AMC Charges (like Cloud Hosting, Email Server, Security Audit Charges etc.) will be paid quarterly; Vendor will submit quarterly invoices for payments.

ARTICLE – 36: PENALTY

36.1 Delay in Delivery

Penalty 0.50 percent per week up to a maximum 10 percent shall be charged. It will be charged as per defined SLA in document.

If the delay is more than three months of the stipulated timeline, PVVNL may invoke performance bank guarantee.

ARTICLE – 37: Limitation of Liability

Except in cases of gross negligence or willful misconduct neither Party shall be liable to the other Party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to PVVNL; and the aggregate liability of the Contractor to PVVNL, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the contractor to indemnify PVVNL in respect to patent infringement if any.

ARTICLE – 38: RESOLUTION OF DISPUTES

If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Agreement or regarding a question, including the questions as to whether the Termination of the Contract Agreement by one Party hereto has been legitimate, both Parties hereto shall endeavor to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days], give 15 days' notice thereof to the other Party in writing.

- a.* In the case of such failure the dispute shall be referred to a sole arbitrator or in case of disagreement as to the appointment of the sole arbitrator to three arbitrators, two of whom will be appointed by each Party and the third appointed by the two arbitrators.
- b.* The place of the arbitration shall be Lucknow, UP.
- c.* The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended.
- d.* The proceedings of arbitration shall be in English language.
- e.* The arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration procedure. The Parties hereto shall submit to the arbitrator's award and the award shall be enforceable in any competent court of law.

SECTION: 4

Bid Forms:

FORM 1: Bid Covering Letter

(To be submitted on the Bidder letterhead)

[Covering Letter shall be on the official letterhead of the Bidder]

[Reference No.]

From:

[Address of the Bidder]

[Telephone No., Fax No., Email]

[Date]

To:

Superintending Engineer, IT

Urja Bhawan,

Office of Managing Director, PVVNL,

Meerut -250001.

Sub: Submission of proposal in response to RFP No. PVVNL/Meerut/IT/ Website Maintenance /14/22-23 for providing for Bid processing Fees & EMD for "Migration and maintenance of Website and Email Services for PVVNL"

Ref: Your RFP No. PVVNL/Meerut/IT/ Website Maintenance /14/22-23

Dear Sir,

We, the undersigned [Insert name of the Bidder] having read, examined and understood in detail the RFP No. PVVNL/Meerut/IT/ Website Maintenance /14/22-23 for providing "Migration and maintenance of Website and Email Services for PVVNL"

Hereby submit our Bid comprising of Technical and Financial Bids.

1. We give our unconditional acceptance to the RFP No. PVVNL/Meerut/IT/ Website Maintenance /14/22-23 including but not limited to all its instructions, terms and conditions, and formats attached thereto, issued by PVVNL, as amended. In token of our acceptance to the RFP No. PVVNL/Meerut/IT/ Website Maintenance /14/22-23, the same have been initialed by us and enclosed to the Bid. We shall ensure that we shall execute such requirements as per the provisions of the RFP No. PVVNL/Meerut/IT/ Website Maintenance /14/22-23 and provisions of such RFP No. PVVNL/Meerut/IT/ Website Maintenance /14/22-23 shall be binding on us.

2. Fulfillment of RFP No. PVVNL/Meerut/IT/ Website Maintenance /14/22-23 Eligibility

We agree to abide by this Proposal, consisting of this letter, the Qualification Criteria forms and the Technical Proposal form, the duly notarized Board Resolution/ Power of Attorney, and all attachments, for a period of 180 days from the date fixed for submission of Proposals as stipulated in the RFP No. PVVNL/Meerut/IT/ Website Maintenance /14/22-23 modification resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

3. Bid Security

We have enclosed a Bid Security of Rupees Three Thousand Only (Rs. 3,000) + GST 18% in the form of a RTGS/NEFT dated

4. Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by PVVNL in respect of any matter regarding or arising out of the Tender specification shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.

We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfill our obligations with regard to fulfilling our obligations as per the Tender specification.

5. Familiarity with Relevant Indian Laws and Regulations

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute the Tender specification Documents, in the event of our selection as Selected Bidder.

6. Contact Person

Details of the contact person representing our Bidder's Organization supported by the Power of Attorney are furnished as under:

Name :

Designation:

Company:

Address:

Mobile :

Phone:

Fax:

Email :

7. We are submitting here with the Technical Bid containing duly signed format in physical forms, (duly attested) as desired by you in the Tender specification for your consideration.
8. We are also submitting here with the Financial Bid in physical form, as per the terms and conditions in the Tender specification.
9. It is confirmed that our Bid is consistent with all the requirements of submission as stated in the Tender specification and subsequent communications from PVVNL.
10. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the Tender specification and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
11. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of 180 days from the Bid Submission Deadline.
12. We confirm that no order/ruling has been passed by any Competent Court or Appropriate Commission against us or Associates in the preceding one (1) year from the Bid Submission Deadline for breach of any contract and that the Bid Security submitted by the has not been forfeited, either partly or wholly, in any bid process in the preceding one (1) year from the Bid Submission Deadline.

Dated the..... [Insert date of the month] day of..... [Insert month, year] at [Insert place].

Thanking you,
Sincerely yours,

FORM 2: General Information

S.NO.	Particulars	Details to be furnished
1.	Details of responding Bidder	
	a) Name	
	b) Address	
	c) Telephone & Fax	
	d) Website	
2.	Details of Contact Person	
	e) Name	
	f) Designation	
	g) Address	
	h) Telephone no.	
	i) Mobile no.	
	j) Fax no.	
	k) E-mail	
3.	Details of Authorized Signatory (please attach proof)	
	l) Name	
	m) Designation	
	n) Address	
	o) Telephone no.	
	p) Mobile no.	
	q) Fax no.	
	r) E-mail	
4.	Information about responding Bidder	
	s) Status of Bidder (Public Ltd. / Pvt. Ltd etc.)	
	t) No. of years of operation in India	
	u) Details of Registration & GST No.	
	v) No. of resources/ staff in India	
5.	Locations and addresses of Offices (in India and overseas)	

FORM3: Performa of Compliance letter/Authenticity of Information Provided

(Shall be submitted as scanned copy on Bidder's letterhead duly signed by Authorized signatory)

[On the letter head of Bidder]

[Reference No.] From:

[Address of the Bidder] [Telephone No., Fax No., Email]

[Date]

To:

Superintending Engineer, IT

Urja Bhawan,

Office of Managing Director,

PVVNL,

Meerut -250001.

Sub: -Tender specification for providing "Migration and maintenance of Website and Email Services for PVVNL"

Ref: - Your RFP No. PVVNL/Meerut/IT/ Website Maintenance /14/22-23

Dear Sir,

We, [Insert name of the Bidder] have read, examined and understood the Tender specification "Migration and maintenance of Website and Email Services for PVVNL".

We hereby confirm our concurrence with the Tender specification including in particular the Bid submitted by [Insert name of the Bidder], in response to the Tender specification.

We confirm that the Bid has been reviewed and each element of the Bid is agreed to including but not limited to the commitment and obligations of our Company.

The details of contact person are furnished as under:

Name:

Designation:

Name of the Company:

Address:

Dated the day of of 20...

Thanking you,
Yours faithfully,

.....

[Signature, Name, Designation of Authorized Signatory of Company and Company's Seal]

FORM 4 : Bid Forms (Part-I) Technical

Bid Processing Fees & Earnest Money Deposit Details-

S. No.	Item	Amount (In Rs.)	Name of the Bank & Branch	Online Transaction detail
1	Bid Processing Fees			
2	Earnest Money Deposit (E.M.D.)			

FORM 5: ELIGIBILITY CRITERIA***No. E1: Bidder's Experience (Customer References)***

Sr. No.	Name of the Organization	Contact Person	Contact Telephone Number & address	Date and Period of Contract	Project Cost	Type of Supporting Document Attached
1						
2						

Financial Year	Turnover (Rs. In Crores)	Audited Accounts uploaded? (Yes/No)
Grand Total		

Note: Please fill this form and upload the Audited Annual Accounts / Balance Sheet along with Profit & Loss Account for the last three financial years.

Form -6 (PART-I) : FORMAT FOR QUERIES TO PVVNL

[Query may be sent in hard copy to the SE IT, at the below-mentioned address AND/ OR via email to Email ID: pvvnrapdrp@gmail.com]

From: [Reference No.]

[Address of the Bidder] [Telephone No., Fax No., Email]

[Date]

To:

Superintending Engineer, IT

Urja Bhawan,

Office of Managing Director,

PVVNL,

Meerut -250001.

Sub: Query.

Ref: Your RFP No. PVVNL/Meerut/IT/ Website Maintenance /14/22-23

Dear Sir,

Please find below our query with respect to the Tender specification subject to the terms and conditions therein:

Sr. No.	Reference Clause No.	Page No.	Concise Query
1.			
2.			
3.			

Thanking you,

Sincerely yours,

[Insert Signature here]

[Insert Name here]

[Insert Designation here]

FORM 7 : (PART-I) : FORMAT FOR AGREEMENT BETWEEN PUVNL AND BIDDER

THIS AGREEMENT is made on this day _____ of _____ (Month),(Year), _____ between _____ of _____ (hereinafter called "the Purchaser") which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the one part, and of (here in after called "the Supplier") which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the other part.

WHEREAS the Purchaser had invited bids for certain Services, viz., (eg. Name of bid) vide their bid document number Dated AND WHEREAS various applications were received pursuant to the said bid

AND WHEREAS the Purchaser has accepted a Bid by the Supplier for providing those Services in the sum of _____ (herein after "the Contract Price").

And in pursuance of having accepted the said bid the parties have agreed to enter into this agreement.
NOW THIS AGREEMENT WITNESS AS FOLLOWS:

1. In this Agreement word and expressions shall have the same meanings as are respectively assigned to the same in the Contract referred to.
2. The following documents (collectively referred to as "Contract Documents") shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. the Detailed award of contract;
 - b. the Service level agreement;
 - c. The Tender specification
 - d. the Purchaser's Notification to the Supplier for Award of Contract & the supplier's acceptance of same.
 - e. Bidder's response (proposal) to the Tender specification, including the Bid Submission Sheet and the Price Schedules submitted by the Supplier;
 - f. Annexures to Bid

In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier here by covenants with the Purchaser to provide the Services and to remedy the defects there in and bring the inconformity in all respects with the provisions of the Contract.
4. The Purchaser here by covenants to pay the Supplier in consideration of the provision of the Services and the remedying of defects there in, the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.

IN WITNESS whereof the parties here to have caused this Agreement to be executed in accordance with the laws of on the day, month and year indicated above.

Signed by
(Authorized Utility official)

Signed by
(for the Supplier)

Witness-1

Witness-2

FORM 8 (PART-I) : FORMAT OF DEVIATIONS FROM "TECHNICAL SCOPE & FUNCTIONAL REQUIREMENTS"

[Reference No.]

From:

[Address of the Bidder]

[Telephone No., Fax No., Email]

[Date]

To

Superintending Engineer, IT

Urja Bhawan,

Office of Managing Director,

PVVNL,

Meerut -250001.

All deviations from the "Technical Specification" shall be filled in clause by clause, in this schedule. Compliance with the specifications will be taken as granted if the deviations are not specifically mentioned in this schedule. In case there are not deviation (s), the 'NIL' Information should be furnished. In case Bidder is required to accept the standard clause, he should indicate the amount in tender bid part – II, schedule P2 which the tender price will thereby increase / decrease.

Sl. No.	Page No.	Clause No. and stipulation in Specification	Deviation

The Bidders hereby certifies that the above mentioned are the only deviations from the "Technical Specification".

Seal of the Company

Full Signature :

Name :

Designation :

Date :

FORM 9: (PART-I) : FORMAT OF DEVIATIONS FROM "Instructions To Bidders"

Reference No.]

From:

[Address of the Bidder]

[Telephone No., Fax No., Email]

[Date]

To

Superintending Engineer, IT

Urja Bhawan,

Office of Managing Director,

PVVNL,

Meerut -250001.

All deviations from the "Instructions to Bidders" shall be filled in clause by clause in this schedule. Compliance with the specifications will be taken as granted if the deviations are not specifically mentioned in this schedule. In case there are no deviation (s), the 'NIL' Information should be furnished. In case Bidder is required to accept the standard clause, he should indicate the amount in tender bid part – II, schedule P2 which the tender price will thereby increase / decrease.

Sl No.	Page No.	Clause No. and stipulation in Specification	Deviation

The Bidders hereby certifies that the above mentioned are the only deviations from the "Technical Specification".

Seal of the Company

Full Signature:

Name:

Designation:

Date:

Section – 5

Bid Forms (Part-II) Financial

5.1- LETTER FOR SUBMISSION OF FINANCIAL BID

[Reference No.]

To:

Superintending Engineer, IT
Urja Bhawan,
Office of Managing Director,
PVVNL,
Meerut -250001

Sub: Financial Bid for Appointment of Agency for Migration and maintenance of Website and Email Services for PVVNL

Ref: - Your RFP No. . PVVNL/Meerut/IT/ Website Maintenance /14/22-23

Dear Sir,

We the undersigned..... [Insert name of the Bidder, having read, examined and understood in detail the for “**Migration and maintenance of Website and Email Services for PVVNL**” hereby submit our Financial Bid. We hereby undertake and confirm that:

- A. We have submitted our Financial Bid strictly in accordance with the Tender specification without any deviations or condition.
- B. Our Financial Bid is consistent with all the requirements of submission as stated in the Tender specification and subsequent communications from the Bid Process Coordinator.
- C. Rates quoted in this Bid are inclusive of Work Contract Tax, GST, Import Duties, Custom Duties, freight charges, transportation insurance, packaging/ loading/ unloading charges, and/or any other taxes or charges applicable except service tax and GST to such work. Any escalation in such taxes/ levies during the tenure of the Agreement/ order will be the liability of the bidder, and the bidder is advised to take into consideration any such escalations in the prevailing taxes/ levies/ duties.
- D. The details quoted herein shall stand valid at least 180 days from the date of submission of this Financial Bid and for implementation of Project, if awarded, as per the timeframe indicated in the Tender specification.
- E. Our Quoted Prices are as per the Annexure attached herein.

Dated the [Insert date of the month] day of [Insert month, year] at

[Insert place].

Sincerely yours,

[Insert Signature here]

[Insert Name here]

[Insert Designation here]

5.2- PRICE BID: SCHEDULE (P1) - Bid Part-II

RFP No. . PVVNL/Meerut/IT/ Website Maintenance /14/22-23

“Migration and maintenance of Website and Email Services for PVVNL” (All

Values to be put in INR)

Price Schedule (GST Extra):

Sl. No.	Item/Job Description	Job Type	Unit (Quantity/Years)
1	One time Migration cost of PVVNL website & 200 email box.	One Cycle	1
2	Cloud hosting charges and Maintenance of PVVNL website.	Yearly Basis	3
3	Email server charges (yearly) for 500 mailbox having at least 50 GB storage for each email	Yearly Basis	3
4	Security Audit through one of the CERT-In empaneled agencies (Yearly)	Yearly Basis	3

Note.

- 1- Prices shall be inclusive of all taxes, levies and duties except GST which shall be chargeable extra as per actual at the time of Invoicing.
- 2- Payment will be done after verification of SLA on the basis of submitted reports.
- 3- Quantities of Emails are indicative & may vary up to any extent as per actual requirement.

5.3- INCREASE / DECREASE IN PRICES DUE TO DEVIATION FROM SPECIFICATION (SCHEDULE P2)

[Reference No.]

To:

Superintending Engineer, RAPDRP (Part A)

Urja Bhawan,

Office of Managing Director,

PVVNL,

Meerut -250001

Sub: Financial Bid for Appointment of *****.

Ref: Your RFP No. . PVVNL/Meerut/IT/ Website Maintenance /14/22-23

Sl. No.	Item	Unit Price in Rs.	Total Price in Rs.
1.	Price effect due to deviations mentioned in Form 9.		
2.	Price effect due to deviations mentioned in Form 10.		

Signature

Seal of Company Name Designation

Date

Section – 6

FORM 6.2- FORMAT OF PERFORMANCE SECURITY BANK GUARANTEE TO BE PROVIDED BY SELECTED BIDDER

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country]

Reference No.

Bank Guarantee No. Dated:

To:

Managing Director

PVVNL,

Meerut -250001.

Dear Sir,

WHEREAS [Insert name of the Bidder] with address [Insert address of the Bidder] having its registered office at [Insert address of the Bidder] (hereinafter the Contractor) subsequent to participation in Tender No. _____ issued by PVVNL (hereinafter the Beneficiary) for Appointment of agency for providing “Migration and maintenance of Website and Email Services for PVVNL”, have been issued the Letter of Award as the Selected Bidder.

And WHEREAS a Bank Guarantee for Rupees [Insert amount in words] () [Insert amount in figures] valid till [Insert date six years from the date of issue of this Performance Guarantee] is required to be submitted by the Contractor as per the terms and conditions of the Tender specification.

We, [Insert name of the Bank and address of the Branch giving the Bank Guarantee] having our registered office at [Insert address of the registered office of the Bank] hereby give this Bank Guarantee No. [Insert Bank Guarantee number] dated [Insert the date of the Bank Guarantee], and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Beneficiary any officer authorized by it in this behalf any amount not exceeding Rupees [Insert amount in words] () [Insert amount in figures] to the said Beneficiary on behalf of the Bidder.

We [Insert name of the Bank] also agree that withdrawal of the Bid or part thereof by the Bidder within its validity or non-submission of Performance Security by the Bidder within the stipulated time of the Letter of Award to the Bidder or any violation to the relevant terms stipulated in the Tender specification would constitute a default on the part of the Bidder and that this Bank Guarantee is liable to be invoked and uncashed within its validity by the Beneficiary in case of any occurrence of a default on the part of the Bidder and that the uncashed amount is liable to be forfeited by the Beneficiary.

This agreement shall be valid and binding on this Bank up to and inclusive of [Insert the date of validity of the Bank] and shall not be determinable by notice or by Guarantor change in the constitution of the Bank or the firm of the Bidder Or by any reason what so ever and our liability here under shall not be impaired or discharged by any extension of time or variations or alternations made, given, concede with or without our knowledge or consent by or between the Bidder and the Beneficiary.

NOT WITHSTANDING anything contained herein before, our liability under this guarantee is restricted to Rupees _____. Our Guarantee shall remain in force till *[Insert date six years from the date of issue of this Performance Guarantee]*. Unless demand so claims under this Bank Guarantee are made to us in writing on or before *[Insert date six years and one month from the date of issue of this Performance Guarantee]*, all right so the Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

[Insert the address of the Bank with complete post all branch code, telephone and fax numbers, and official round seal of the Bank]

[Insert signature of the Bank's Authorized Signatory]

Attested:

[Signature]

(Notary Public)

Place:

Date: