

# **Request for Proposal (RFP)**

# Development of Web Portal for Knowledge Management Centre

### INVITATION TO BIDS

### Reference Number: 02:09:197:I:14-15:KMC dated 15.04.2014

POWER FINANCE CORPORATION LIMITED (A Govt. of India Undertaking) Corp. Office: Urjanidhi, 1 Barakhamba Lane, Connaught Place, New Delhi-110001, India



#### POWER FINANCE CORPORATION LIMITED (A Govt. of India Undertaking) Corp. Office: Urjanidhi, 1 Barakhamba Lane, Connaught Place, New Delhi-110 001, India

#### INVITATION TO BID

#### Ref. No. 02:09:197:I:14-15:KMC

Date: 15.04.2014

- 1. Power Finance Corporation Ltd. intends to invite e-bids for "Development of Web Portal for Knowledge Management Centre" for their Corporate Office situated in Delhi.
- 2. Interested bidders may obtain further information from the Office of Power Finance Corporation Limited, Urjanidhi, 1 Barakhamba Lane, Connaught Place, New Delhi-110001, India.
- 3. Bids shall be received up to 1100 Hrs. on 09.05.2014 through <u>https://www.tcil-india-electronictender.com</u>. Technical & Commercial Bids shall be opened on the same day at 1130 hrs (IST). The time table for bid process is as follows:

Issue of RFP	15.04.2014	
Date of commencement of sale of RFP	15.04.2014	
(from <u>https://www.tcil-india-</u>		
electronictender.com)		
Last Date of Sale of RFP	30.04.2014 up to 1730 Hrs	
(from <u>https://www.tcil-india-</u>		
electronictender.com)		
Last date and time for the receipt of pre-	02.05.2014 up to 11:00 Hrs.	
bid queries		
Response to Pre-bid queries (by PFC)	07.05.2014	
Last Date & Time for receipt of Bid	09.05.2014 up to 1100 hrs	
(on <u>https://www.tcil-india-</u>		
electronictender.com)		
Date & Time of Opening of Technical &	09.05.2014 1130 hrs	
Commercial Bids through e-		
procurement		
Date & Time of Opening of Price Bids	To be intimated later on to the eligible bidders	
Place of submission of Bids	https://www.tcil-india-electronictender.com	
Place of Opening of Bids	At PFC office through e-procurement	
Address for communication	Tel : 011-23456368	
	Fax : 011-23456300	

4. Bidders / tenderers will have to make offline payment of <u>Rs.750/-</u> in the form of separate Banker's Cheque in favour of "Power Finance Corporation Ltd." payable at New Delhi on a/c of cost of tender document to be **procured from e-tender portal**. The demand draft/banker's cheque in original may please be forwarded to us before the date of opening of technical bid through e-procurement. Bidders are required to write their name and full address on the back of Bank Draft/Banker's Cheque. Tender received without the tender cost i.e. Rs. 750/- will not be considered for any reasons. Scanned copy of demand draft to be uploaded along with bid on the e-portal.

**Official tender documents** have to be procured/ downloaded from <u>https://www.tcil-india-electronictender.com</u> after registration on the above website for participation in the tendering process before the closure date of sale of tender documents.

However, a free copy of tender documents is also available on above website as well as PFC website for **viewing purpose only**.



<u>Note</u>: Bidders are advised to start the registration process on the <u>https://www.tcil-india-electronictender.com</u> as early as possible as it may take a few days so as to avoid any delay in bid n (upload) stage.

- **5.** Minimum Qualifying Requirements: The bidding is open to all qualified bidders who fully meet the following minimum qualifying requirements and provide satisfactory evidence in support, failing which their bid may be rejected:
  - I. Bidder shall be an Indian Company/ firm engaged in development of web sites/ portals and having its Office in Delhi/NCR;
  - II. Bidder should have atleast 03 (Three) years of experience in the field of development of web sites/ portals and should be an ISO 9001:2008 certified company.
  - III. Bidder should have successfully completed similar works as follows during the last three financial years (i.e FY 2011-12, 2012-13 & 2013-14) & till bid submission date for Govt. Department/ Govt. Organizations or reputed organizations:
    - i. Three similar completed works and each costing not less than Rs. 12 Lakhs each.

(or)

ii. Two similar completed works and each costing not less than Rs. 15 Lakhs each.

(or)

iii. One similar completed works costing not less than Rs. 24 Lakhs.

Out of above orders, bidder should have successfully executed atleast one work order for any central PSU/ Govt. Department during last three financial years. In support of execution/completion of work orders, bidder must submit its completion certificates, customer satisfaction certificate (or) Confirmation of receipt of payment of at least 90% of total order value by the bidder duly certified by its auditor (or) other documentary evidence to establish completion of the work. Owner reserves the right to verify, if it so desires, the correctness of documentary evidence furnished by the Bidder. Brief of the details shall also be given in the format at Annexure-IV, Schedule-1 Qualifying Requirement Data.

"Similar work" means development and implementation of complete web site (OR) Knowledge Management Web Portal Project.

- IV. The bidder should be a company incorporated and registered in India under the Companies Act, 1956.
- V. Bidder should be registered for Service Tax and have a valid Service Tax number and PAN.
- VI. The bidder should not have been blacklisted by any State or Central Govt. / Govt. organization as on the date of opening of bids. The firm shall submit an undertaking to this effect along with their bid.

The bidder shall upload all necessary documentary evidence to establish that the bidder meets the above qualifying requirements. Failure to submit necessary evidence in support of above requirements lead to rejection of the bid.

6. All Technical, Commercial Bids and Price Bids must be submitted at the <u>https://www.tcil-india-electronictender.com</u>. All bids must be accompanied by a bid guarantee (EMD) for an amount of Rs. 70,000/- as specified in the RFP and any bid not accompanied by the required bid



guarantee (EMD) shall not be opened. **Scanned copies** of banker's cheque or demand draft on a/c of tender cost and bid guarantee (EMD) need to be uploaded while submitting bids. Technical Bids will be opened in the presence of the bidders' representatives who choose to attend on the specified date and time. Price Bids of technically qualified bidders will be opened in the presence of the bidders' representatives on a separate date and time which will be intimated separately.

7. Original copy of banker's cheque or demand draft on a/c of tender cost and bid guarantee (EMD) should reach at the below mentioned address before the due date & time of opening of technical bid i.e. 09.05.2014 :

#### General Manager (Administration) Power Finance Corporation Ltd. "Urjanidhi", 1 Barakhamba Lane, Connaught Place, New Delhi – 110 001

The Bidders may also send banker's cheque/demand draft by registered post so as to reach above address before bid closing date and time.

- 8. No further discussion/ interface will be granted to bidders whose bids have been disqualified. Power Finance Corporation Limited reserves the right to accept or reject in part or full any or all the offers without assigning any reason whatsoever.
- Note: The cost of the tender document in no case is to be included with EMD.

#### POWER FINANCE CORPORATION LIMITED Urjanidhi, 1 Barakhamba Lane, Connaught Place, New Delhi-110 001

#### No. 02:09:197:I:14-15:KMC

Date: 15.04.2014

#### Subject: Development of Web Portal for Knowledge Management Centre.

Dear Sir,

Power Finance Corporation Ltd., a Govt. of India Undertaking under the Administrative Control of Ministry of Power invites bids for "**Development of Web Portal for Knowledge Management Centre**" at Regd. Office at "Urjanidhi", 1 Barakhamba Lane, Connaught Place, New Delhi – 110 001.

The following documents are enclosed which need to be uploaded duly signed in each and every page in token of acceptance along with Earnest Money Deposit (EMD) of Rs. 70,000/-(Rupees Seventy Thousand only).

S.	Description			
No.	Tender Documents			
1.	General Purchase Conditions (Section - GPC)	Annexure I		
2.	Instruction to Bidders (Section – INB) Annexure II			
4.	Detailed Technical Specifications (Section – DTS) Annexure III			
5.	Schedule-1 (Qualifying Requirement Data)Annexure IVSchedule-2 (Technical Deviations)Annexure IVSchedule-3 (Commercial Deviations)Annexure IV			
6.	Format for Quoting Rates	Annexure V		
<ol> <li>Proforma for Bank Guarantee for Bid Guarantee</li> <li>Proforma for BG for Contract Performance Guar</li> <li>Acceptance of Terms and Conditions</li> <li>Instructions for e-tendering</li> </ol>		Appendix –I Appendix –II Appendix-III Appendix-IV		

The bidders are required to submit EMD i.e. Rs. 70,000/- in the form of Demand Draft/Banker's Cheque drawn in favour of "Power Finance Corporation Ltd." payable at New Delhi. Bidders are required to write their name and full address on the back of Bank Draft/Banker's Cheque submitted in support of tender document.

Or

The bidders may submit an irrevocable bank guarantee as per Clause 5 of GPC from any Nationalized Indian Bank or reputed commercial bank equivalent to Rs. 70,000/- in favour of Power Finance Corporation Ltd., New Delhi in the format furnished in Appendix.

In case no deviation is proposed in any of the clauses of technical or commercial enunciated in tender document, the bidders are required to **specify NIL categorically in Annexure IV**, Schedule 2&3. Non-submission of Annexure IV, Schedule 2&3 will amount to no deviation from tender documents.

Tender Cost and EMD duly sealed in separate envelopes and superscribed as "Tender Cost or EMD respectively for <u>Development of Web Portal for Knowledge</u> <u>Management Centre</u>"- Due on 09.05.2014 at 11.00 A.M." and addressed to:

> General Manager (Administration) Power Finance Corporation Ltd."Urjanidhi", 1 Barakhamba Lane, Connaught Place, New Delhi – 110 001

Note :

Due Date & Time	: 09.05.2014; 11.00 AM
Opening Date & Time	:09.05.2014; 11.30 AM

The above sealed envelope is to be dropped in the tender box, which is placed in the office premises of PFC (Near Reception) before the due date and time as mentioned above.

Thanking you,

Yours faithfully, Sd/-(R.K. Bhardwaj) General Manager (Admin)

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#### **SECTION GPC**

#### GENERAL PURCHASE CONDITIONS

#### 1.0 **DEFINITION OF TERMS**

- 1.1 The Contract' means the agreement entered into between Owner and Contractor as per the Contract Agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.2 'Owner' shall mean the Power Finance Corporation Limited., New Delhi, India (A Government of India Undertaking) having its Corporate office at "Urjanidhi", 1, Barakhamba Lane, Connaught Place, New Delhi 110 001 and shall include their legal representatives, successors and assigns
- 1.3 'Contractor' or 'Manufacturer' shall mean the Bidder whose bid will be accepted by the Owner for the award of the Works and shall include such successful Bidder's legal representatives, successors and permitted assigns.
- 1.4 'Sub-Contractor' shall mean the person named in the Contract for any part of the Works or any person to whom any part of the Contract has been sublet by the Contractor with the consent in writing of the Engineer and will include the legal representatives, successors and permitted assigns of such person.
- 1.5 'Engineer' shall mean the officer appointed in writing by the Owner to act as Engineer from time to time for the purpose of the Contract by the Owner.
- 1.6 'Consulting Engineer'/ 'Consultant' shall mean any firm or person duly appointed as such from time to time by the Owner.
- 1.7 The terms 'Equipment', 'Stores', and 'Materials' shall mean and include equipment, stores and materials to be provided by the Contractor under the Contract.
- 1.8 'Works' shall mean and include the furnishing of equipment/materials at site and if required, supervision of unloading, storage, handling at site, erection, testing & commissioning and putting into satisfactory operation as defined in the Contract.
- 1.9 'Specifications' shall mean the Specifications and Bidding Document forming a part of the Contract and such other Schedules and drawings as may be mutually agreed upon.
- 1.10 'Site' shall mean and include the land and other places on, into or through which the Works and the related facilities are to be erected or installed and any adjacent land, paths, street or reservoir which may be allocated or used by the Owner or Contractor in the performance of the Contract.
- 1.11 The term 'Contract Price' shall mean the lumpsum price quoted by the Contractor in his bid with additions and/or deletions as may be agreed and incorporated in the Letter of Award, for the entire scope of the works.
- 1.12 'Manufacturer's Works' or 'Contractor's Works' shall mean the place of Works used by the manufacturer, the Contractor, their collaborators/associates or Sub-Contractors for the performance of the Contract.
- 1.13 'Inspector' shall mean the Owner or any person nominated by the Owner from time to time, to inspect the equipment, stores or Works under the Contract and/or the duly authorised representative of the Owner.

- 1.14 'Notice of Award of the Contract' / 'Letter of Award' / 'Telex of Award' shall mean the official notice issued by the Owner notifying the Contractor that his bid has been accepted.
- 1.15 'Date of Contract' shall mean the date on which Notice of Award of Contract/Letter of award has been issued.
- 1.16 'Month' shall mean the calendar month. 'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each. A 'Week' shall mean continuous period of 7 (seven) days.
- 1.17 'Writing' shall include any manuscript, type written or printed statement, under or over signature and/or seal as the case may be.
- 1.18 When the words 'Approved', 'Subject to Approval', 'Satisfactory', 'Equal to', 'Proper',' 'Requested', 'As Directed', 'Where Directed', 'When Directed', 'Determined by', 'Accepted', 'Permitted', or words and phrases of like importance are used the approval, judgment, direction etc., is understood to be a function of the Owner/Engineer.
- 1.19 Test on completion shall mean such tests as prescribed in the Contract to be performed by the Contractor before the work is taken over by the Owner.
- 1.20 Start up' shall mean the time period required to bring the equipment covered under the Contract from an inactive condition, when construction is essentially completed, to the state ready for trial operation. The start up period shall include preliminary inspection and checkout of equipment and supporting sub-system, initial operation of the complete equipment covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shut down, inspection and adjustment prior to the trial operation period.
- 1.21 'Initial operation' shall mean the first integral operation of the complete equipment covered under the Contract with the sub-system and supporting equipment in service or available for service.
- 1.22 'Trial operation', 'Reliability Test', 'Trial Run', 'Completion test', shall mean the extended period of time after the start up period. During this trial operation period the unit shall be operated over the full load range. The length of Trial Operation shall be as determined by the Engineer, unless otherwise specified elsewhere in the Contract.
- 1.23 'Performance and Guarantee Test' shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency, and operating characteristics as specified in the Contract Documents.
- 1.24 The term 'Final Acceptance' shall mean the Owner's written acceptance of the Works performed under the Contract, after successful commissioning/completion of Performance and Guarantee Tests, as specified in the accompanying Technical Specifications or otherwise agreed in the Contract.
- 1.25 'Commercial Operation' shall mean the condition of operation in which the complete equipment covered under the Contract is officially declared by the Owner to be available for continuous operation at different loads upto and including rated capacity. Such declaration by the Owner, however, shall not relieve or prejudice the Contractor of any of his obligations under the Contract.
- 1.26 'Warranty Period'/'Maintenance Period' shall mean the period during which the Contractor shall remain liable for repair or replacement of any defective part of the Works performed under the Contract.
- 1.27 'Latent Defects' shall mean such defects caused by faulty design, material or workmanship which cannot be detected during inspection, testing etc. based on the technology available for carrying out such tests.

#### 2.0 SUBMISSION OF BIDS

2.1 The entire process of bidding shall be through e-procurement/e-tendering. If require any brochures/specifications relating to items in such case their scan copy to be uploaded in technical bids.

#### 3.0 SEALING AND MARKING OF BIDS

3.1 The envelope containing banker's cheque/demand draft on a/c of tender cost fee and EMD shall indicate the name and address of the Bidder to enable the envelope to be returned unopened in case it is declared "late" or "rejected".

#### 4.0 DEADLINE FOR SUBMISSION OF BIDS

- 4.1 Bids submitted by fax/telegram will not be accepted. No request from any Bidder to the Owner to collect the proposal from airlines, cargo agents etc. shall be entertained by the Owner.
- 4.2 Envelopes containing baker's cheque/demand draft on a/c of tender cost fee and EMD must be received by the Owner at the address specified above, not later than the time & date mentioned in the Invitation to Bid.
- 4.3 The Owner may, at its discretion, extend this deadline for the submission of bids by amending the Invitation to Bid/ RFP, in which case all rights and obligations of the Owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### 5.0 EARNEST MONEY DEPOSIT (EMD) / BID GUARANTEE

- 5.1 Each bid shall be accompanied by a Bid Guarantee amounting to Rs. 70,000/- in one of the form listed out herein below:
- 5.2 The bid guarantee shall be valid for a period of three/six calendar months from the date of bid opening which shall be extended from time to time as desired by Purchaser. The successful Bidder shall keep his bid guarantee valid till one month beyond the submission of Contract Performance Guarantee.

#### 5.3 The bid guarantee may be submitted in one of the following forms:

- (a) A crossed bank draft in favour of Power Finance Corporation Ltd., New Delhi, payable at New Delhi form a Nationalized Bank or a reputed commercial bank of the Bidder's country.
- (b) An irrevocable bank guarantee from any Nationalized Indian Bank or reputed commercial bank of the Bidder's country in favour of Power Finance Corporation Ltd., New Delhi in the proforma enclosed herewith as APPENDIX –I.
- 5.4 Any bid, not accompanied by the bid guarantee is able to be rejected by the Owner as non-responsive.
- 5.4.1 Bid Guarantee of the unsuccessful bidder shall be returned after the acceptance of the Purchase Order by the successful bidder.
- 5.4.2 The bid guarantee of the successful bidder shall be returned after the said bidder submits the contract performance guarantee (10% of the contract price) in specified form and its acceptance.
- 5.4.3 The Bid Guarantee may be forfeited without any notice or proof of damages etc.

(a) If a Bidder withdraws its bid during the period of bid validity specified by the bidder on the Bid form.

Or

- (b) In the case of a successful Bidder if the Bidder fails:
  - (i) To accept Letter of Award/Purchase Order incorporating the agreements reached during pre-award discussion unconditionally.
- 5.4.4 No interest will be payable by the owner on the above bid guarantee.

#### 6.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 6.1 No bid may be modified subsequent to the deadline for submission of bids.
- 6.2 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 Form. Withdrawal/modification of a bid during this interval may result in the forfeiture of bid security.

#### 7.0 INFORMATION REQUIRED WITH THE PROPOSAL

- 7.1 The following information shall be required with technical bid in the form of scanned copies, if required.
- 7.2 The complete information shall be provided by the Bidder in the form of separate sheets, drawing, catalogues, etc.
- 7.3 Oral statements made by the Bidder at any time regarding quality, quantity or arrangement of the equipment or any other matter will not be considered.
- 7.4 Standard catalogue pages and other documents of the Bidder may be used in the bid to provide additional information and data as deemed necessary by the Bidder.
- 7.5 In case the 'Bid Proposal' information contradicts RFP requirements, the RFP requirements will govern, unless otherwise brought out clearly in the technical/commercial deviation schedules.

#### 8.0 OPENING OF BIDS BY THE OWNER

- 8.1 The Bids shall be opened by the Owner on the date as specified in bid documents or in the case any extension has been given thereto, after the extended Bid submission date as notified on e-tender portal and PFC portal.
- 8.2 The Bidders' names, bid prices, modifications, bid withdrawals and the presence or absence of the requisite bid guarantee and such other details as the Owner, at its discretion may consider appropriate, will be announced at the opening.
- 8.3 No electronic recording devices will be permitted during bid opening.

#### 9.0 CLARIFICATION OF BIDS

9.1 To assist in the examination, evaluation and comparison of bids the Owner may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

#### 10.0 PRELIMINARY EXAMINATION

10.1 The Owner will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished,

whether the documents have been properly signed, and whether the bids are generally in order.

- 10.2 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of the errors as above, his Bid will be rejected and the amount of Bid Guarantee forfeited.
- 10.3 The Bidder should ensure that the prices furnished in various price schedules are consistent with each other. In the case of any inconsistency in the prices, furnished in the specified price schedules to be identified in Bid Form for this purpose, the Owner shall be entitled to consider the highest price for the purpose of evaluation and for the purpose of award of Contract use the lowest of the prices in these schedules.
- 10.4 Prior to the detailed evaluation, the Owner will determine the substantial responsiveness of each bid to the RFP. For the purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the RFP without material deviations. A material deviation is one which affects in any way the prices, quality, quantity or delivery period or which limits in any way the responsibilities or liabilities of the Bidder of any right of the Owner as required in these RFP documents and specifications. The Owner's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 10.5 A bid determined as not substantially responsive will be rejected by the Owner and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

#### 11.0 PRICE

- 11.1 The Bidder shall quote Firm prices valid till the complete execution of the order.
- 11.2 The Bidder shall quote on FOR Destination basis inclusive of packing, forwarding, freight, insurance charges, taxes & duties, installation charges, testing and commissioning charges etc, if any.
- 11.3 The Bidder shall quote, item wise unit and lot prices for all the material and services (if any).

#### 12.0 TAXES AND DUTIES

- 12.1 All the Bidders are requested to familiarize themselves with the laws, rules and regulations prevailing in India and consider the same while developing and submitting their Proposal.
- 12.2 All Customs duties, Excise Duties, Sales Tax and other levies payable by the bidder on goods, equipments, components, Sub-assemblies, raw materials & any other items used for their consumption or dispatched directly to owner by the contractor or their sub-suppliers shall be included in the bid price & any such taxes, duties, levies additionally payable will be to bidder's account & no separate claim on this account will be entertained by the owner.
- 12.3 The Contractor shall be liable and pay all non-Indian taxes, duties, levies, lawfully assessed against the Owner or the Contractor in pursuance of the Contract. Tax liability, if any, on Contractor's personal income & property shall be borne by the Contractor and shall be the responsibility of the Contractor as per Tax Laws of India.

- 12.4 PFC shall be entitled to deduct applicable tax (if any) at source as per Indian Laws from all payments due to the Contractor under the contract.
- 12.5 As regards the Indian Income Tax, surcharges on Income Tax and any other Corporate tax, PFC shall not bear any tax liability, whatsoever, irrespective of the mode of contracting. The Contractor shall be liable and responsible for payment of all such taxes, if attracted under the provisions of the law. In this connection, attention of Contractors is invited to the provisions of Indian Income Tax Act and the circulars issued by the Central Board of Direct Taxes, Government of India.
- 12.6 If any rates of taxes/duties/levies (hereinafter called 'Tax') are increased or decreased, a new Tax is introduced, an existing Tax is abolished or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Contractor in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take in to account any such change by addition to the Contract Price or deduction there from, as the case may be. However, these adjustments would be restricted to direct transactions between the Owner and the Contractor and not on procurement of components/products/services etc. by the Contractor and shall also not be applicable on the bought out items dispatched directly from sub vendor's works to site.

#### 13.0 INSURANCE

- 13.1 The seller at his cost shall arrange, secure and maintain all insurance as may be pertinent and obligatory in terms of law to protect his interest and interests of the Owner against all perils. The responsibility to maintain adequate insurance coverage at all times till the equipment/materials "Taken Over' by the Owner shall be of Seller alone. The insurance covers to be taken by the seller shall be in the name of Owner. The seller shall however be authorized to deal directly with the insurance company.
- 13.2 Any loss or damage to the equipment/material during handling, transportation till sixty (60) days after the equipment/material under the contract reach Purchaser's warehouse shall be to the account of seller. The insurance policy to be taken by seller should be on warehouse to warehouse basis valid for a period of sixty days beyond the receipt of material by the Purchaser's consignee as stipulated in the Purchase Order. The seller shall be responsible for preference of all claims and make good for the damages or loss by way repairs and/or replacement of the material damaged or lost. The transfer of title shall not in any way relieve the seller of the above responsibilities during the period of Contract.
- 13.3 The insurance required to be taken by seller shall cover all risks including war, strike, riots and civil commotion etc. The scope of such insurance shall be adequate to cover the replacement/re-installment cost of the materials delivered at site. Notwithstanding the extent of insurance cover the amount of claim available from the underwriters and the time at which claim is available from the under underwriters, the seller shall be liable to make good the full availability as per Owner's requirements.

#### 14.0 BID CURRENCIES

14.1 Prices shall be quoted in Indian Rupees only.

#### 15.0 PERIOD OF VALIDITY OF BIDS

15.1 Bids shall remain valid and open for acceptance for a period of 4 months after the date set for Bid opening.

#### 16.0 BID OPENING – E-Procurement

16.1 Those **b**ids whose bid guarantee and tender cost fee is not submitted before the due date and time shall not be opened. The Purchaser will examine all other Bids to determine whether they are complete, whether the requisite Bid Guarantees have been

furnished, whether the documents have been properly uploaded, and whether the Bids are generally in order.

#### 17.0 PROCESS TO BE CONFIDENTIAL

17.1 Any effort by a bidder to influence the Purchaser in the process of examination, clarification, evaluation and comparison of Bids, and in decisions concerning the award of Contract, may result in the rejection of his Bid.

#### 18.0 CORRECTION OF ERRORS

- 18.1 Bids determined to be sub-sequentially responsive will be checked by the Purchaser for any arithmetic errors in computation and summation, Errors will be corrected by the Purchaser as follows:
- a) where there is discrepancy between amounts in figures and in words, the amount in words will govern.
- b) where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit rate and the quantity, the unit rate as quoted will govern, unless in the opinion of the Purchaser there is an obviously gross misplacement of the decimal point in the unit rate, in which event the total amount as quoted will govern and the unit rate will be corrected.
- 18.2 The amount stated in the Bid Form will be adjusted by the Purchaser in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and the Bid Guarantee forfeited.

#### 19.0 TIME SCHEDULE

19.1 The basic consideration and the essence of the Contract shall be the strict adherence to the time schedule specified in the bidding documents and incorporated in the Contract for supplies and services.

#### 20.0 EVALUATION AND COMPARISION OF BIDS

- 20.1 The Purchaser will evaluate and compare the Bids previously determined to be substantially responsive to the requirements of the e-bidding documents, pursuant to Clause 10.0 above.
- 20.2 In evaluating Bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:
  - a) Making any corrections for errors pursuant to Clause 18.0
  - b) Excluding provisional sums
- c) Making an appropriate adjustment for any other acceptable quantifiable deviations subject to responsiveness test at Clause 10.2.
- 20.3 Bidder shall state their Bid price for the payment schedules outlined in the specifications. Bids will be evaluated on the basis of this base price.
- 20.4 The purchaser reserves the right to accept or reject any variation, deviations or alternative offered. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the bidding documents or otherwise result in the accrual of unsolicited benefits to the Purchaser shall not be taken into account in Bid evaluation.

- 20.5 Sales tax and other levies legally payable on the transaction between the Purchaser, the bidder & sub-supplier shall be taken into account for Bid evaluation.
- 20.6 Bid evaluation will be carried out on the basis of total contract price quoted by bidder and award shall be made on the basis of least evaluated cost to the Purchaser.

#### 21.0 AWARD CRITERIA

21.1 The Purchaser will award the Contract to the bidder whose Bid has been determined to be substantially responsive to the bidding documents and has been determined as the lowest evaluated bid pursuant to Clause 20 above, provided further that the bidder has the capability and resources to carry out the Contract effectively.

#### 22.0 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

22.1 The Purchaser reserves the right to accept or reject any e-Bid and to annul the ebidding process and reject all e-Bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidders or bidders of the grounds for the Purchaser's action.

#### 23.0 NOTIFICATION OF AWARD

- 23.1 Prior to the expiry of the period of Bid validity prescribed by the Purchaser, the Purchaser will notify the successful bidder by Cable, confirmed in writing by registered letter, that his Bid has been accepted. This letter (hereinafter and in the Conditions of Contract called 'Notification of Award'/'Letter of Award') shall name the sum which the Purchaser will pay to the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the 'Contract Price'). Within 5 days of receipt of the 'Notification of Award'/'Letter of Award' the successful bidder shall sign and return a copy of the same to the Purchaser as acknowledgement of receipt of the same.
- 23.2 The Notification of Award will constitute the formation of the Contract.

#### 24.0 DELIVERY/SHIPMENT TERMS

24.1 All the equipment/materials shall be dispatched to destination on FOR destination basis within the delivery period as stipulated in the SCC/ Purchase Order/LOA.

#### 25.0 SECURITY DEPOSIT

- 25.1 In case of bidders who had submitted an unconditional and irrevocable bank guarantee in support of EMD, the awardee is required to furnish DD amounting to Rs. 70,000/- on a/c of Security Deposit alongwith acceptance of the contract within 10 days from the date of receipt of Work Order.
- 25.2 The Bank Guarantee shall be issued from (a) a Public Sector Bank or (b) a Scheduled Indian Bank.
- 25.3 Failure of the successful bidder to comply with the requirements of Clause 23.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Guarantee, in which case the Purchaser may make the award to the next lowest evaluated bidder or call for new Bids.

#### 26.0 LOCAL CONDITIONS

26.1 It will be imperative on each bidder to fully inform himself of all local conditions and factors which may have any effect on the performance of the Contract covered under these specifications and documents.

#### 27.0 PAYMENT TERMS

27.1 As specified in Detailed Technical Specifications..

#### 28.0 INSPECTION – CHECKING- TESTING

All materials/equipments manufactured by the supplier himself and/or by his subvendor against the purchase order shall be subject to inspection, check and/or test by the purchaser or his authorized representative at all stages and places, before, during and after his manufacturing.

Inspection by the Purchaser and/or his authorized representative or failure by the Purchaser and/or his authorized representative to inspect the material/equipment shall not relieve the supplier of any responsibility or liability.

#### 29.0 ACCESS TO SUPPLIERS PREMISES

The Owner and/or his authorized representative shall be provided access to Vendor's and or his sub-Vendors premises, at any time during the pendency of the order for expediting, inspection, checking etc. of the progress of the work.

#### 30.0 REMOVAL OF REJECTED GOODS AND REPLACEMENT

If upon deliver, whether inspected and approved earlier or otherwise the material/equipment is not in conformity with the specifications the same shall be rejected by the Purchaser or his duly authorized representative and notification to this effect will be issued to the Vendor normally within 30 days from the date of receipt of the material at the work/site/office.

The Supplier shall arrange removal of the rejected items within 15 days of the notice of rejection failing which the owner shall be at liberty to dispose off such rejected items in any manner as he may think fit. All expenses incurred by the Owner in disposing off the rejected items including money paid to the Supplier shall be recoverable from the Supplier.

#### 31.0 SOURCE OF SUPPLY

The Vendor will ensure that the indigenous capacity is utilized to the fullest extent possible in execution of this order. Where imports are unavoidable, all such items shall be imported by the Vendor in good time against his own import license without affecting the contractual delivery date/delivery schedule.

#### 32.0 PACKING AND MARKING

- 32.1 All goods shall be securely packed in cases, bundles, crates etc. suitable for rail / road / sea / air transport. All exposed services / connections /protrusions shall be properly protected.
- 32.2 All exposed parts shall be packaged with due care and the packages should bear the words "WITH CARE". The packing of the goods to be transported by rail/road/sea shall be as per the conditions laid down by the appropriate authorities and the Vendor shall obtain clean railway/goods receipt/Bill of lading/Air way Bill in favour of the consignee without any qualifying remarks. All packages and unpackaged materials shall be marked on at least two places indicating the name of the Purchaser, Consignee, Purchase Order number, Gross and net weights and dimension with indelible paint in English, incase of bundles, metallic plates marked with the above details shall be tagged to such bundles.
- 32.3 All goods should be dispatched as per the relevant terms of the Purchase Order. In case any other mode of transport has to be resorted to other than that mentioned in the Purchaser Order, the same shall be done only after obtaining prior approval in writing

from the Purchaser. All movements, sanctions, loading permission etc. from the Railway Authority shall be obtained by the Vendor.

32.4 The Vendor shall communicate the relevant dispatch particulars immediately on dispatch by FAX/Telex/Telegrams to the consignee as specified in the Purchase Order. The vendor shall also forward original and copies of dispatch documents to the concerned authorities as required in the Purchase Order within two days from the date of dispatch failing which the vendor shall be responsible for any delay in payments for that consignment for want of documents and consequent demurrage, and wharfage and detention charges etc.

#### 33.0 WARRANTY

As explained in DTS/SCC.

#### 34.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION

- 34.1 In case of any delay in execution of the order beyond stipulated date of delivery work schedule, including any extension permitted in writing, the Owner reserves the right to recover from the vendor a sum equivalent to ½ (half percent) of the value of delayed material/equipment or unperformed services for each week of the delay and part thereof subject to a maximum of 5% of the total value of the order.
- 34.2 Alternatively, the Purchaser reserves the right to purchase the materials/equipment from elsewhere at the risk and cost of the vendor and recover all such extra cost incurred by the purchaser in procuring the material by the above procedure.
- 34.3 Alternatively, the Purchaser may cancel the order completely without prejudice to his right under the alternatives mentioned above.

#### 35.0 DEMURRAGE, WHARFAGE ETC.

Any demurrage, wharfage or other expenses incurred after the consignment reaches the destination (railway godown or port or airport of CWC warehouse) due to delayed negotiations of dispatch documents or for any reason attributable to the seller shall be to the account of the seller/settler's Indian Agent.

#### 36.0 FORCE MAJEURE

#### 36.1 Definition of Force Majeure

Force Majeure means any circumstances beyond the control of the parties, including but not limited to:

- a) war and other hospitalities, (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;
- b) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosives, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof.
- c) rebellion, revolution, insurrection, military or usurped power and civil war;
- d) not, commotion or disorder, except where solely restricted to employees of the Contractor.

#### 37.0 SPECIFICATIONS, DRAWINGS & DATA

All drawings, data & documentation in respect of the ordered Items are an integral part of the Purchase Order. The Vendor will furnish all such drawings, data and

documentation to the Purchaser. The schedule for submission of these documents by the vendor and the required no. of the copies shall be specified by the Purchaser. The Vendor shall ensure strict compliance with the schedule.

#### 38.0 ADDITIONS/ALTERATIONS/MODIFICATIONS

The Owner reserves the right to make the additions/ aerations /modifications to the quantity of the items in the Purchase Order to the extent of  $\pm 25\%$  of the value of the Purchase Order. Such an option shall be exercised by the Owner before completion of supplies under purchase order. The vendor shall supply such quantities also, at the same rate as originally agreed to and incorporated in the Purchase Order. If, however the additional work is at variance in design, size and specifications & is not already covered by the Purchase Order of the amendments therein, the rates for such additional work shall be negotiated & mutually agreed upon.

#### 39.0 SUB-LETTING

The Vendor shall not sub-let, transfer or assign any part of this order without the prior written consent of the Purchaser. Copies of sub-contract order shall be forwarded to the Purchaser.

#### 40.0 INFORMATION PROVIDED BY THE PURCHASER

All drawings data & documentation that are given to the Vendor by the Purchaser for the execution of the order shall be the property of the Purchaser. The Vendor shall not make use of any of the above documents for any other purpose at any time except for the purpose of executing the order to the Purchaser. The Vendor shall not disclose above information to any person, firm corporate body and/or authority and shall use all endeavours to ensure that the above information is kept confidential.

#### 41.0 PATENT RIGHTS

Royalties and fees for patents covering material/equipment or process used in executing the work shall be to the account of the Vendor. The Vendor, shall satisfy all demands that may be made any time for such royalties and fees and he alone shall be liable for damages, infringement and shall keep the purchase indemnified in that regard. In the event, any equipments/material or part thereof supplied by the Vendor is involved in any suit or other proceedings held to constitute infringements, and its use is enjoyed, the Vendor, shall at his own expenses, either procure for the purchaser the right to continue the use of such equipment/material or replace it with a non-infringing material/equipment/or modify it so that it becomes non-fringing.

#### 42.0 COMPLIANCE OF REGULATIONS

The Vendor shall warrant that all goods and services covered by the Purchase Order have been produced, sold, dispatched, delivered, tested and installed and are in strict compliance with all applicable laws, regulations including industries (development and regulations) Act 1951 and technical codes and requirements as applicable from time to time.

The Vendor should execute and deliver such documents as may be needed by the Purchaser in evidence of compliance. All laws and regulations required to be incorporated by the Purchase Order are hereby deemed to be incorporated by this reference. Any liability arising out of contravention of any of the laws in executing the order shall be the sole responsibility of the Vendor.

#### 43.0 CONTRACTOR'S DEFAULT

#### 43.1 Notice of Default

If the Contractor is not executing the Works in accordance with the Contract or is neglecting to perform his obligations there under so as to seriously affect the programme for carrying out of the Works, the Purchaser may give notice to the Contractor requiring him to make good such failure or neglect.

#### 43.2 Nature of Contractor's Default

If the Contractor:

- a) has failed to comply within a reasonable time with a notice under sub-clause 43.1, or
- b) assigns the Contract or sub-contracts the whole of the Works without the Employer's written consent or
- c) becomes bankrupt or insolvent and has a receiving order made against him or compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors or goes into liquidation.

The purchaser may, after giving 15 days notice to the Contractor terminate the Contract and expel the Contractor from this Site.

Any such expulsion and termination shall be without prejudice to any other rights of powers of the Purchaser, or the Contractor under the Contract.

The Purchaser may upon such termination complete the works himself or by any other Contractor. The Purchaser or such other Contractor may use for such completion any of the Contractor's equipment which is at the Site as he or they may think proper, and the Purchaser shall allow the Contractor a fair price for such use.

#### 43.3 Valuation of Date of Termination

The Purchaser shall, as soon as possible after such termination, certify the value of the works and all sums then due to the Contractor as on the date of termination.

#### 43.4 **Payment after Termination**

The Purchaser shall not be liable to make any further payments to the Contractor until the Works have been completed. When the Works are so complete, the Purchaser shall be entitled to recover from the Contractor the extra costs, if any, of completing the Works after allowing for any sum due to the Contractor under Sub-clause 46.3. If there is no such extra cost the Purchaser shall pay any balance due to the Contractor.

#### 43.5 Effect on Liability for Delay

The Contractor's liability under clause 31 shall immediately cease when the Purchaser expels him from the Site without prejudice to any liability there under that may have already occurred.

#### 44.0 SALE CONDITIONS

The order would constitute an entire agreement between the two parties thereto. With the Vendor's acceptance of the provisions of the Purchase Order, he waives and considers as cancelled any of this general/special sales conditions.

#### 45.0 CANCELLATION

The Owner reserves the right to cancel the order in part or in full by giving one week advance notice thereby if:

a) The Vendor fails to comply with any of the terms of the order.

- b) The Vendor becomes bankrupt or goes into liquidation.
- c) The Vendor makes general assignment for the benefit of the creditors; and
- d) Any receiver is appointed for the property owned by the Vendor.

#### 46.0 DISPUTES AND ARBITRATION

- 46.1 The Purchaser & Supplier shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
- 46.2 If after thirty (30) days from the commencement of such internal negotiations, the Purchaser & Supplier have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution to the formal mechanism specified below.
- 46.3 The dispute resolution mechanism to be applied shall be as follows:
  - (a) In the case of dispute between the Purchaser and bidder the dispute shall be referred to adjudication/ arbitration in accordance with Indian Laws.
- 46.4 The award given by the Arbitrator(s) shall be speaking award.

#### 46.5 Work to Continue

Performance of the contract shall continue during arbitration proceedings unless the Purchaser shall order suspension. If any such suspension is ordered the reasonable costs incurred by the Contractor and occasioned thereby shall be added to the Contract Price.

46.6 No, payments due or payable by the purchaser shall be withheld on account of pending reference to arbitration.

#### 47.0 LAW AND PROCEDURE

#### 47.1 Applicable Law

The law which is to apply to the Contract and under which the Contract is to be constructed shall be Indian Law. The Courts of Delhi shall have exclusive jurisdiction in all the matters arising in the Contract including execution of Arbitration Award.

#### 47.2 ACCEPTANCE OF TERMS AND CONDITIONS

The Bidder must confirm his acceptance of the terms and conditions mentioned hereinabove and the enclosed documents. In case any clause is not acceptable to the Bidder, the same should be specifically brought out in deviation schedule given in the Bid Proposal Sheets with categorical confirmation that all other clauses are acceptable to the Bidder. If no mention is made in this regard, it shall be presumed that all clauses mentioned hereinabove are acceptable to the Bidder.

#### 48.0 SIGNATURE OF BIDS

- 48.1 The bid must contain the name and place of business of the person or persons making the bid and must be signed by the Bidder with his usual signature. The names of all persons signing should also be typed or printed below the signature.
- 48.2 Bid by a partnership must be furnished with full names of all partners and be signed with the partnership name, followed by the signature(s) and designation(s) of the authorized partner(s) or other authorized representative(s).
- 48.3 Bids by Corporation/Company must be signed with the legal name of the Corporation/Company by the President, Managing Director or by the Company

Secretary or other person or persons authorized to bid on behalf of such Corporation/Company in the matter.

# 48.4 Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.

48.5 The Bidder's name stated on the proposal shall be the exact legal name of the firm.

#### SECTION INB INSTRUCTION TO BIDDERS

#### 1.0 **GENERAL INSTRUCTIONS**

- 1.1 Power Finance Corporation Ltd. (hereinafter called Owner) invites Bids in respect of **Development of Web Portal for Knowledge Management Centre** at Regd. Office at "Urjanidhi", 1 Barakhamba Lane, Connaught Place, New Delhi 110 001. All Bids shall be prepared and submitted strictly in accordance with these instructions.
- 1.2 The Owner reserves the right to itself to accept any Bid or reject any or all Bids or cancel/ withdraw Invitation to Bid without assigning any reason for such decisions. Such decisions by the Owner shall bear no liability whatsoever consequent upon such a decision.

#### 2.0 QUALIFYING REQUIREMENTS FOR BIDDERS

- 2.1 Minimum Qualifying Requirements: The bidding is open to all qualified bidders who fully meet the following minimum qualifying requirements and provide satisfactory evidence in support, failing which their bid may be rejected:
  - I. Bidder shall be an Indian Company/ firm engaged in development of web sites/ portals and having its Office in Delhi/NCR;
  - II. Bidder should have atleast 03 (Three) years of experience in the field of development of web sites/ portals and should be an ISO 9001:2008 certified company.
  - III. Bidder should have successfully completed similar works as follows during the last three financial years (i.e FY 2011-12, 2012-13 & 2013-14) & till bid submission date for Govt. Department/ Govt. Organizations or reputed organizations:
    - i. Three similar completed works and each costing not less than Rs. 12 Lakhs each.

(or)

ii. Two similar completed works and each costing not less than Rs. 15 Lakhs each.

(or)

iii. One similar completed works costing not less than Rs. 24 Lakhs.

Out of above orders, bidder should have successfully executed atleast one work order for any central PSU/ Govt. Department during last three financial years.

"Similar work" means development and implementation of complete web site (OR) Knowledge Management Web Portal Project.

- IV. The bidder should be a company incorporated and registered in India under the Companies Act, 1956.
- V. Bidder should be registered for Service Tax and have a valid Service Tax number and PAN.

VI. The bidder should not have been blacklisted by any State or Central Govt. / Govt. organization as on the date of opening of bids. The firm shall submit an undertaking to this effect along with their bid.

The bidder shall upload all necessary documentary evidence to establish that the bidder meets the above qualifying requirements. Failure to submit necessary evidence in support of above requirements lead to rejection of the bid.

#### 3.0 COST OF BIDDING

3.1 All the costs and expenses incidental to preparation and submission of the proposals, discussions including pre-award discussions with the successful Bidder etc. shall be to the account of the Bidders and the Owner shall not be responsible in any way whatsoever, and shall bear no liability whatsoever, on such costs and expenses, regardless of the conduct or outcome of the Bidding process.

#### 4.0 INSPECTION OF SITE

4.1 The Bidders are at liberty to visit the site for inspection.

#### 5.0 DOCUMENT COMPRISING THE BID

- 5.1 The Bidder shall complete all the e-Bid Forms inclusive of Price Schedules, Schedule of Requirements etc. furnished in the RFP, indicating, for the products to be supplied and services to be rendered, a brief description of products and services, quantities and prices.
- 5.2 The Bidder shall also upload documentary evidence to establish that the Bidder meets the Qualifications Requirements as detailed in clause 2.0 above.

#### 5.3 Scope of the Proposal

**5.3.1** The scope of the proposal shall be on the basis of a sole responsibility of the bidder, completely covering all the materials and services specified under the accompanying RFP documents.

#### 6.0 The bidder should also upload the under mentioned information:

a.	Name of the firm, address, telephone and fax nos.	:	
b.	E-mail Address		
С.	Name of the Contact Person Telephone/Mobile No.	:	
d.	Name of the Bank (with full Address)	:	
е.	Bank Account No. (Enclose an unsigned cheque duly cancelled)	:	

f.	PAN No.	:	
g.	TIN No. / Sales Tax No.	:	
h.	Service Tax No.	:	
i.	Details of Earnest Money Deposit	:	
	Name of the Bank		
	Banker's Cheque No. & Date		

#### 7.0 FORMAT AND SIGNING OF BID

- 7.1 The Bidder shall complete all the procedure and format of the bid through **e**-**procurement** process.
- 7.2 Bids not confirming to the above requirements of Clause 7.0 may be disqualified.

#### 8.0 BID PRICES

8.1 The Bidder shall indicate, in line with the price schedule enclosed in Bid proposal sheets. All rates and amount shall be written both in figures and words and shall be indicated in Indian rupees only. The maintenance charges, if any, quoted shall be inclusive of all cost (details indicated in DTS-Detailed Technical Specifications).

#### 9.0 BID SECURITY

9.1 A Bid security i.e. EMD i.e. Rs. 70,000/- in the form of Demand Draft/Banker's Cheque drawn in favour of "Power Finance Corporation Ltd." payable at New Delhi and whose validity should be at least 3 months and further extendable as desired by owner from the date of opening of bids. Bidders are required to write their name and full address on the back of Bank Draft/Banker's Cheque submitted in support of tender document.

#### Or

The bidders may submit an irrevocable bank guarantee as per Clause 5 of GPC from any Nationalized Indian Bank or reputed commercial bank equivalent to Rs. 70,000/- in favour of Power Finance Corporation Ltd., New Delhi in the format furnished in Appendix.

- 9.2 The Bid Security shall be made payable to the Owner without any condition. The Bank guarantee (towards Bid Security) shall be valid for a period of 6 (six) calendar months from the date of opening of Bids which shall be extended from time to time as desired by the Purchaser.
- 9.3 The Bid security is required to protect the Owner against the risk of Bidders conduct which would warrant the security forfeiture pursuant to sub clause 9.4 Section INB.
- 9.4 If the successful Bidder fails to accept letter of award / purchase order, the Bid security amount shall be forfeited. Bid security amount may also be forfeited if a Bidder withdraws his Bid during the period of Bid validity.
- 9.5 The Bid security of all the Bidders except that of the successful Bidder will be returned within thirty (30) days after the Award of Contract or 15 days after the expiration of the period of Bid validity whichever is earlier.
- 9.6 Any Bid not accompanied by a Bid security in accordance with above provisions will be treated as non-responsive and will be rejected by the Owner.
- 9.7 No interest or any other cost will be payable by the Owner on the Bid security.

#### 10.0 **PERIOD OF VALIDITY OF BIDS**

10.1 Bids shall be kept valid for acceptance for a period of 4 (four) calendar months from the date of opening of Bids. A Bid valid for a shorter period may be rejected by the Owner as non-responsive.

#### 11.0 SUBMISSION OF BIDS TO THE OWNER

- 11.1 The Bidder shall submit the bids through <u>https://www.tcil-india-electronictender.com</u>. The banker's cheque/demand draft on a/c of tender cost fee and EMD shall be forwarded to us before the opening date of technical bid. However, scanned copy of both the fees (tender cost and EMD) to be **uploaded** in the system through e-procurement. The bids are to be uploaded on above portal in two parts i.e. Technical and Price bid. The technical bid should have all the technical details along with scanned copy of demand drafts on account of tender cost and EMD. Price bid should have only price details.
- 11.2 Any Bid received by the Owner after the deadline for submission of e-Bids prescribed by the Owner, in the Invitation to Bid shall be automatically rejected by the system.

#### 12.0 WITHDRAWAL OF BIDS

12.1 No Bid may be withdrawn in the interval between the deadline for submission of Bids and expiration of the period of Bid validity. Withdrawal of a Bid during this interval shall result in the forfeiture of Bid Security of the Bidder pursuant to clause 9.4 Section INB.

#### 13.0 OPENING OF THE BIDS BY THE OWNER

13.1 The Bids shall be opened by the Owner on scheduled bid opening date and time as specified in Invitation of Bids or in the case any extension has been given thereto, after the extended Bid submission date notified to all Bidders.

#### 14.0 **PRELIMINARY EXAMINATION**

- 14.1 The Owner will examine the Bids to determine whether they are complete, whether required Bid security has been furnished, whether Bidder fulfils the qualifying requirements and whether the Bids are generally in order.
- 14.2 Prior to detailed evaluation, the Owner will determine the substantial responsiveness of each Bid with reference to the Bidding documents. A substantial responsive Bid is one which confirms to all the terms and conditions of the Bidding documents without material deviation. The Owner's determination of Bids responsiveness will be based on the contents of the Bid itself.
- 14.3 A Bid determined as not substantially responsive will be rejected by the Owner and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 14.4 The Owner may waive any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation. The decision of the Owner with regards to the deviation being material or not shall be final and binding.

#### 15.0 EVALUATION OF BIDS

- 15.1 The Owner will evaluate and compare the Bids previously determined to be substantially responsive pursuant to Clause 14.0.
- 15.2 The Bids submitted by the Bidders which do not meet the qualifying requirements as per Clause 2.0 Section INB will be treated as non-responsive and will be rejected.

15.3 The Bids shall be compared on the basis of total prices quoted by the Bidder for the entire Scope of Work defined in the Detailed Technical Specifications and SCC.

#### 16.0 AWARD OF WORK

- 16.1 Notification of Award of Contract will be made in writing by registered post or by hand to the successful Bidder by the Owner. The notification of award shall constitute the formation of Contract.
- 16.2 Owner reserves the right to split the Scope of work and may award separate Contracts to two or more Bidders.
- 16.3 The Owner reserves the right, to accept any Bid (not necessarily the Bid having lowest Bid prices) or to reject any or all Bids or to cancel/withdraw the Invitation to Bid or to annul the Bidding process at any time prior to Award of Contract, without assigning any reason for such decision. Such decision by the Owner shall not be subject to question by any Bidder and the Owner shall bear no liability whatsoever consequent upon such a decision nor shall he have any obligation to inform the affected Bidder or Bidders of the grounds for the Owner's action.

#### 17. CONTRACT PERFORMANCE GAURANTEE:

Within 15 days of notification of award of the contract, as a Contract Performance Security, the successful bidder, to whom the work is awarded, shall be required to furnish a contract performance guarantee from (a) a Public Sector Bank or (b) a scheduled Bank, in favor of owner in the prescribed proforma. The guarantee amount shall be equal to 10% of the total contract price and it shall guarantee the faithful performance of the contract in accordance with the terms and conditions specified in these documents and specifications. The guarantee shall be valid up to three months beyond completion of warranty/ATS period.

### SECTION DTS

### TECHNICAL SPECIFICATIONS FOR

### Knowledge Management Portal

### 1.0 PROJECT BACKGROUND

PFC intends to develop and deploy a comprehensive, secure web based Knowledge Management Portal to disseminate information across the entire organization, making it an integral part of every employee's daily responsibility and expected to deliver outstanding collaboration and partnership in working, to ensure that the employees maximize the value of information and knowledge assets which will help them to use the same creatively, leading to improved effectiveness and greater innovation.

The purpose of KM Portal is (a) to provide right information at right time to improve the business operations (b) to capture and incorporate feedback on continuous basis in an easy and cost-effective way from various stake holders.

### 2.0 PROJECT OBJECTIVES

Broadly, the Objective of the KM Portal project is as under:

- i. To design and develop a new Knowledge Management Portal /Website as per GIGW Guidelines.
- ii. To ensure compliance with "Guidelines for Indian Government Websites (GIGW)".
- iii. To integrate easy to use content management system for easily managing overall content of the website.
- iv. To develop Bi-lingual KM Website with English & Hindi Version and to ensure that Hindi content is universally accessible by using Unicode compliant font.
- v. To provide information to stakeholders with minimum number of clicks.
- vi. To enable Knowledge Management Group representatives to update content on web pages.
- vii. To structure content of the website to make it disabled friendly so that the available information is easily accessible to people with disability.
- viii. To make site accessible on all platforms and all browsers like internet explorer, Mozilla Firefox, Google chrome, Safari, mobile phones, disabled specific devices.
- ix. To get Safe to Host Certificate from cert-in empanelled auditor.
- x. To establish an online platform to promote increased communication, deeper information exchange, and collaboration between PFC employees and partners.

The introduction of this Knowledge Management solution will ultimately enable PFC to provide staff and selected partners with easy access to record and distribute knowledge and it will provide mechanisms for sharing knowledge, bringing people together to work collaboratively.

### 3.0 SCOPE OF WORK

This tender is for the engagement of vendor having proven expertise in System Study, Design, Development, Implementation and Maintenance of Websites / Web Portals /KM Portal /Web enabled applications using .net. Broadly the requirement includes:

### *i.* Broad Operational / Usage Requirements for Knowledge Management Portal

Considering operational requirements, the following basic requirements/specifications (not limited only to the below mentioned requirements) are perceived in this regard:-

- 1. **Homepage display requirements** :( an indicative/suggestive homepage format/banner is enclosed at Annexure-II)
  - Website homepage should be structured so that important information and links can be displayed on the homepage.
  - The official logo of PFC may be displayed on the **Homepage of the** website.
  - The Homepage and all important entry pages of the website should display the ownership information either in the header or footer to ensure the imprint of the same on individual printouts taken.
  - The **lineage of the department** should be indicated at the bottom of the Homepage and all important entry pages of the website. An example is indicated below:-

"This is the official website of Power Finance Corporation Ltd-A government of India Undertaking under the administrative control of Ministry of Power, Govt. of India etc."

- There must be adequate contrast between text and background.
- Design must ensure that all information conveyed in color is also available without color.
- There shall be a mechanism to control scrolling, speed, referring back to the items already elapsed, blinking content etc.
- Use of **spell and grammar checkers** needs to be ensured.
- The suggested homepage primary, secondary & tertiary content of web portal are indicated below:-

Primary contents can be presented as follows:

- Power Sector Statistics: All statistics related to power sector covering generation, transmission, distribution, renewable sector etc. in a consolidated manner.
- ✓ **Fuel Scenario:** Coal, gas, nuclear etc.
- ✓ Acts & Rules pertaining to Power sector: Various acts like Electricity acts as evolved from time to time, Electricity regulatory commission Act Energy conservation act and progressive amendments there in etc.
- ✓ Programmes and schemes: Various programmes and schemes like APDRP, UMPP, JNNSM, REC mechanism etc. under one head.
- ✓ Guidelines, Notification & regulations of government: Various tariff regulations, regulatory orders/developments, Govt notification, amendments etc.
- ✓ Various reports: Reports of various committees like Shunglu Committee report, working group etc.
- ✓ Challenges /issues in power sector
- ✓ Events
- ✓ News
- ✓ Press releases
- ✓ Contact Us

Secondary contents will incorporate following details

- ✓ Historical background of Indian Power Sector
- ✓ Generation
- ✓ Transmission
- ✓ Distribution
- ✓ Regulatory developments
- ✓ Fuel scenario
- ✓ Renewable Energy sector
- ✓ Media Gallery
- ✓ Links to power sector organizations, govt. deptts. etc.
- Events & announcements : International/ national/state level importance, upcoming government events

Tertiary contents will incorporate following details:

- About the portal: Department responsible for the contents as well as maintenance of site such as PFC, purpose behind development of the portal, when was it launched and where is it hosted. e.g. at the bottom of page it may be written as "website hosted and maintained by KM department, PFC"
- ✓ **Navigation Aids :** Like Site map, Help and search options
- Terms and conditions: Policies on copyright, privacy and Disclaimers will come under this head.

- ✓ Frequently asked questions: Under this section, a detailed list of answers to common question related to power sector can be provided.
- ✓ User feedback: Feedback form with pre decided fields can be made available to the visitor of site to get valuable feedback. It can also be utilized to know the usage pattern of the website and can be used in further enhancement.
- ✓ Downloads and plug-ins: Portal may help the visitors to determine whether they want access downloadable material.

## 2. Accessibility

- The website needs to be disabled persons friendly also.
- The website compatibility should conform to all major Internet browsers like Internet Explorer, Google chrome, Mozilla Firefox, Safari and shall be accessible from smart mobile phones, smart TV & tabs etc.
- Website development needs to be free of any resolution constraint.

### 3. Content Management:

Content Management System module should have the features such as -

- Ability to dynamically create/update/delete new links.
- Manage all content types (text, images, documents, audio, video).
- Ability to manage section wise website content.
- Homepage and every important entry page should display a **time stamp** indicating the following:
  - a. Date on which information was posted on the website.
  - b. Date on which the content was last reviewed.
  - c. Due date for updating of contents
- The time period after which the contents be reviewed for accuracy, relevance and currency shall be specific to the various contents and an alert /message shall appear, indicating the list of the documents which need updating.
- The contents of the site should be **readable with default standard fonts**. Font property should be such that the text must be readable both in electronic and print format and the page must print correctly on A4 size paper.
- Consistency in the **content terminology** and use of international conventions to be there.
- Well organized information **architecture** and terminology
- Sequence in which contents are presented should not affect its meaning.
- There shall be a provision of getting an alert for any addition/updating of contents in the selected set of websites, which shall be identified provided by the Administrator(PMC & KMC unit)
- Administrator or Sub administrator should be able to classify the information as paid or non-paid while uploading the content. In case of

paid information, provision should also be there to mention the amount to be paid. Interface with the payment gateway of the banks must be there to make the payment and generate the receipt. User should be able to view or download the information only after making the payment for information classified as paid.

## 4. Use of Animation:

- The **use of animation** for drawing the attention key aspects and new items in the website.
- Dynamic home page animation should be developed, allowing the client to change images of home page banner from the control panel.
- Website shall have **image and graphic components** in jpeg, png and gif formats and the same shall be compressed without losing on visual quality as far as possible to allow faster downloads.

### 5. Architectural and Design aspects:

- Website layout design should be done to make it user friendly, visual pleasing and eye catching.
- Website shall have **image and graphic components** in jpeg, png and gif formats and the same shall be compressed without losing on visual quality as far as possible to allow faster downloads.
- **Graphics, Buttons and icons** should be properly presented so that it can hold the user's attention, add interest to the website and quickly convey the meaning.
- A consistent **page layout** should be maintained throughout the site. This means that the placement of navigation and text elements should be uniform across the website.

### 6. **Provision of Hyperlinks:**

• Provision for directing of **hyperlinks** from any website to this site needs to be included.

# 7. Archive Management:

- There should be an Auto Archival System applicable on the frontend Web Portal (all Data entered through Admin in Modules) and page/user-wise.
  - The archived data should be categorized into two parts:
    - a. Public Archives: Should be available to general public through archive link within the specific page.
    - b. Private Archives: Should not be available to general public however should be available to backend team through their control panel.
- Archived Data will be available in each of the Modules along with search option to search data between two given dates.
- 8. Language:

- Language to be used on the website Bilingual (English & Hindi) and the option to be displayed on homepage.
- Should allow Admin to enter content for all the Modules and content management system (CMS) Pages separately in Hindi.
- Front-end Web Portal should also have all the dynamic content and static content, links and images in Hindi.
- There should be a facility to view hits (counting facility) separately for both the sections i.e. English & Hindi.

# 9. Facility for search through the Website:

- A keyword based **internal site search engine**, which will search within all the content text of the site pages (it will also search into documents and PDFs) and show the search results with the relevant links/Files within the website.
- The search engine will index all textual content available on the site. The results will list summaries of all content that matches the user's query.
- Since the search engines often index individual pages of a website, therefore it is important that each webpage belonging to a site displays the relevant ownership information.
- Users will also have an option to refine search by section if needed.
- Word/sentence comprising special character can also be searched through search engine

# 10. Administration Module/ Backend User Management:

- The system will have a **one Super Administrator**, who will have access to everything in the system.
- The Super Administrator can create various Sub Administrators and give specific content management rights to them.
- The **Sub Administrator will add/ modify/ delete content** and navigation links as required based on specific rights given by the Super Administrator.
- The information may be created by the registered users and KM unit as well. However, moderation and final approval shall be done by KMC unit and so approved information will be handed over to Super Administrator /Sub Administrator for uploading in a manner as per the required format of website.
- All content moderation of the User generated content will be done by the Administrators.
- A particular page can be temporarily unpublished by the Super Administrator /Sub Administrator.
- The Administrator can view the status (Published/ Unpublished/ Created On) of all the pages in the website.
- Administrator can view all the Contact Enquiries/ Registrations filled in by the users from the website form. These details can be filtered

by a **Date Ranger by Enquiry Type** and can be extracted into an Excel format (XLS).

# 11. Registration & Login Protected Content:

- Users will be able to register through the website for content which will be **behind a login protection** (means after registration and fulfilling the terms & conditions) and thereby the external user will be able to see those information, which are otherwise barred and kept under login protection.
- The module will have a secure password delivery/ recovery mechanism.
- Based on the user rights and the rights assigned by the administrator, the registered user type will be able to view the related content.
- Administrator after obtaining approval of competent authority can moderate/ authenticate a registered user to give access to the login protected area of the website.
- At any given time content on the **website can be moved** behind the login protected area or moved out from behind it to the free viewing area by the administrator.
- Login id and password may also be used to take input from different borrowers/utilities.
- The reports based on these inputs can be generated in word, excel or in pdf i.e. in a desired format, which can be used by PFC or by the agency to which PFC has given access.
- There **should not be any limitation in the no. of users** and we should be able to create/modify/delete users as and when required.

# 12. News & Events Module:

- In the News and Events module, the Administrators can have option to upload **news and Events** on the website.
- Latest news can be displayed on the Homepage; Administrators can have the option of choosing the headlines which need to be displayed on the Homepage.
- Administrators can have the option to set the time interval between two consecutive news & event or to set the cycle time of the string.
- Scrolling speed of News & Events can be managed (increased/decreased) by the viewer of the webpage.
- At a point of time at least **10 latest news should be displayed** and others shall become the part of archive.

# 13. Photo Gallery:

• A dynamic photo gallery, where the administrator can create

categories and add photographs to them.

- The photos can be viewed as a **slide-show with controls**.
- Admin controls will allow replacing of the photos and adding/ editing categories when needed.
- Scrolling speed of gallery can be managed (increased/decreased) by the viewer of the webpage.

# 14. Form Capturing and Reporting:

- Forms on the web site for capturing visitor profile shall be programmed to enter into a database where a reporting tool will be available to give data on the users visiting the site and downloading information. (e.g. Contact Us form/ Registration form).
- Recording of the specific personal details of the visitor to this site which may include type of browser and operating system used to access this website, date and time for access, pages/URL visited, and information copied/downloaded. Cookies need to be transferred onto visitor's system during the process.
- Administrator can view the form data and moderate/ approve registration if required. The same data will have facility to be exported to XLS format.

### 15. User Generated Content (UGC):

- Registered users will be able to contribute articles and photos.
- Users can rate a post in a range of 1 to 3 stars or like/ dislike a post.
- All UGC posts will be moderated by the administrator.

### 16. Information Center

- Under knowledge center admin can upload speeches, letters and books.
- Registered users will be able to comment / like and also add to wish list.

# 17. Data Backup and Recovery:

- Securing from storage/ Hardware failure is another core requirement for the deployed hosting infrastructure. Moreover during any natural disaster, the Disaster Recovery System ensures the portals availability and data security. The portal data is replicated asynchronously over WAN/LAN using FC-IP protocol.
- All possible security measures to be taken to prevent defacement/hacking of the website and the department has contingency plan in place for situations like these.

### 18. Print this page:

- Facility for the users to print the content with-in a particular page.
- Unlike the Browsers 'Print' function this Print page will print only the content of the page and not the entire Interface, saving time and ink and giving the User a print of the content matter only.

### 19. Tab:

- Every **menu and submenu tab** must comprise "expand" and "collapse" function.
- This option should be indicated by giving + (for expansion)/-(for collapse) sign.
- There should be **uniformity** in the size, font and color of the tab.

### 20. Security Requirements

• All possible security measures to be provided to prevent defacement/hacking/misuse etc. of the website as per applicable government guidelines.

### *ii.* Functional and Technical Requirements

1. Development of information architecture /Navigation Structure

The KM Portal content should be structured in such a way that all important information can be accessed through the home page itself and also by ensuring that user is able to reach any part of the website within 3 clicks.

### 2. Development of user interface design

The developed website should have professional look and feel. This will be done by working together with PFC KM Team so that all expectations related to the overall aesthetic, content presentation structure and content organization structure shall be achieved. While preparing designs it must be ensured that the designs are made as per the relevant guidelines.

### 3. Development of PROTO type

The prospective bidders will have to develop and showcase prototypes of the PFC KM Portal in order to enable us to judge their capabilities.

### 4. Development of guidelines compliant WEBSITE:

The website must be developed as per GIGW guidelines and should be universally accessible. Following features must be incorporated in the KM website:

- a. It should be disabled friendly.
- b. It should be screen reader friendly. The designed web pages of the portal should be compatible with the available Screen Reader software in order to assist the visually impaired people in reading the web pages as per GIGW.
- c. The overall website content must be structured with proper headings.
- d. Website viewing should be compatible with popular browsers like Internet Explorer, Mozilla Firefox, Safari, Google Chrome and smart mobile phones.

### 5. Development of Content Management System (CMS)

The developed website should have the following features to enable the KM group in making changes in the static website contents.

- a. Dynamic menus: Menus and submenus can be created based on the page-tree as pages are added and subtracted. These can be styled entirely through CSS. Menu items can have conditional states (i.e., the menu item can be styled differently if it is the first item, if it is an even-numbered item, or if it is the last item, etc.).
- b. Bi-lingual support: Content of both languages English & Hindi can be managed from the same control panel. Administrator should be able to add content for both the languages from the same page.
- c. Metadata Insertion: Can be inserted for each page or globally, and for different languages.
- d. Search Engine Friendly URL's: A rewrite engine is software that modifies a web URL's appearance (URL rewriting). Rewritten URLs (sometimes known as short, fancy URLs, or search engine friendly - SEF) are used to provide shorter and more relevant-looking links to web pages.
- e. Rich Text Editor: Multiple RTEs with Microsoft word like icons support for Internet Explorer, Google Chrome and Mozilla Firefox on all platforms WYSIWYG editors are highly configurable-buttons and CSS styles can be added and removed.
- f. CSS Styled Content: All aspects of the core functionality can be styled on the website. Most extensions can be styled through CSS.
- g. Online Administration: All administration should be handled online via a web browser.
- h. Audit Trail: Administrators should have access to one log in the backend or individual logs on each page where they can view changes that have been made to the database.
- i. Minimal Training Required: Editing content should be as easy as editing in Microsoft word. Menu links are automatically generated as an editor adds pages and most content elements features wizards for further ease of use.
- j. Site Map: A hierarchical visual model of the pages of a Web site. Site maps help users navigate through a Web site that has more than one page by showing the user a diagram of the entire site's contents.

### 6. Role Based Access Management Module

- a. The administration module of the website should help website team in giving role specific access of the administrative panel to different members of the KM group.
- b. Site Administrator should be able to Add/Edit/Deactivate Members & assign roles to each member.

- c. Site administrator should also be able to manage information specifically meant for internal use, which should be viewable to all members after the successful login.
- d. Members should have access to relevant backend modules based on the roles assigned to each member.
- e. Members should be able to do the following:
  - i. Manage Personal Profile.
  - ii. Manage Personal Documents (upload / view list / download / delete).
  - iii. Perform the role assigned by the administrator.
  - iv. View information specifically meant for internal use.

### 7. Within Site Search Module

- a. This module should allow website visitors to search for relevant information within the website.
- b. Site search should work based on keywords and would search the entire database driven content.
- c. Search results should be displayed in the form of listing and will also have link to relevant pages within the website.

### 8. Development of Website Statistics Module

This should help KM Group in analyzing the popularity of the website and visitors behavior pattern on the website.

- a. Should integrate Google analytics code for website hits.
- b. There should be facility for the administrator to view website hits.
- c. There should also be facility to filter hits based on particular date/page range.

### 9. Search Engine Optimization

To ensure that KM website is registered in Public Search Engines on appropriate keywords and is displaying the correct information in search description. The following must be done to ensure appropriate search engine results:

- a. Integrate Page title, Meta description & Meta keywords for all web pages.
- b. Sitemap.xml creation
- c. Robot.txt file creation
- d. Manually submit website to top 3 search engines including Google, Bing & Live.

### 10. Population of Content on the new Website

This will ensure that the newly developed KM Portal has all the relevant content available on it. Vendor will assist the KM Team at PFC in designing and developing its content as per the GIGW guidelines and integration of the same into the newly developed website.

### 11. Safe to Host Certificate
The vendor shall provide security clearance certificate from Cert-in empanelled auditor and all the vulnerabilities must be fixed before hosting the website.

# 12. Self audit report for Compliance with Government "Guidelines for Indian Government websites"

The Government of India has launched "Guidelines for Indian Government websites" in February 2009. These guidelines are now part of the central secretariat manual of office procedures (CSMOP) and it is advisable that all Indian Government websites are developed in compliance to guidelines defined in this document. This website should be developed keeping this requirement in consideration and the vendor must ensure compliance with the guidelines.

The final output must be audited against these guidelines and **detailed** audit report along with compliance certificate from STQC must be obtained and submitted to PFC KM Team.

## 13. on-site training

The vendor will provide onsite training to KM Team officials on the overall workflow of the developed solution and backend administration module. The training shall include, but not limited to the following:

- a. Identify and execute training requirements for successful execution of the project.
- b. Preparation of necessary training documents and Manuals.
- c. Support on Training/ Demo on need basis.

# 14. Development Environment

- a. The .Net Frame work ASP.Net 4.0 should be used.
- b. The backend engine must be developed using ASP.NET 4.0 with C# and MS SQL Database Server 2008.
- c. During development the website should be hosted on windows server 2008 R 2 with IIS Web server and MS SQL /Oracle Database server.
- d. Have standard interface capabilities (standards like ISO, XML, web services).

# 15. Hosting Environment

The developed website must have the following environment.

- a. Windows Server 2008
- b. .Net Frame work 4.0

- c. IIS Web Server
- d. MS SQL /Oracle database server
- e. For Email sending the built-in Component of Microsoft Windows Server 2008 would be used.

# iii. Other Requirements

- 1. System Requirement Study (SRS) and Analysis with respect to design and development of a new KM Portal in consultation with PFC KM Team.
- 2. Finalize the detailed list of activities, scope and duration of each of the activity and detailed project plan in discussion with PFC KM Team to understand the overall objectives of the assignment.
- 3. The new KM Portal should have the following modules:
  - a. **Guest User Module:** The Guest User Module should be open to general public without any authentication.
  - b. **Registered User Module:** The Registered User Module should be accessed by only the Registered Users of KM Portal. This section may contain paid and non-paid information. The paid information section should be integrated with the Payment Gateways and the Registered User should be allowed to access them only after making requisite fee payment to PFC online.
  - c. **Administration Module:** The administration module of the website should help KM administrator to perform the administrative tasks.
- 4. To ensure that KM Portal complies with the 'Guidelines for Indian Government Websites (GIGW) and the same should be certified by STQC.
- 5. To ensure that KM Portal complies with the security guidelines issued by NIC and DIT, GoI and the same should be certified by a CERT-IN empanelled agency.
- 6. Designing, development and integration with secure online payment gateway services with acceptance of credit and debit cards (Visa, Master and Maestro) and internet banking of all public/private banks. Generation of receipts/acknowledgement. Automated reconciliation and generation of necessary reports.
- 7. Capability of integration with the National Portal
- 8. Handing over of the complete source code of the final and functional KM Portal to MS Team of PFC.

# 4.0 INDICATIVE DELIVERABLES

This section provides indicative deliverables. However actual deliverables will depend upon project specific requirements and will be finalized in consultation with PFC KM team.

- ✓ SRS
- ✓ High Level Design/ Architecture Document
- ✓ Performance Test Reports
- ✓ Security Test Reports
- ✓ UI Usability Report
- ✓ Deployment Script
- ✓ User Manual
- ✓ System Manual
- ✓ Data Backup/ Archival Process
- ✓ Requirement Traceability Matrix
- ✓ Handing over of the Source Code
- ✓ Infrastructure design document
- ✓ Data Migration Utility
- ✓ Data Model
- ✓ GIGW Compliance Certificate from STQC
- Security Audit and Clearance Certificate from CERT-IN empanelled auditor

Presently there are no data as such to be migrated. In case the developer uses any data migration utility to migrate data from test environment to Production/ Deployment environment, it must form part of the deliverables. At present PFC has Oracle Database in use for its Operations.

# 5.0 VENDORS RESPONSIBILITY

Vendor would be required to provide services as indicated below:

- 5.1 Design & Development of KM Portal for Bi-lingual Contents in Unicode Format. The static contents and database driven contents should to be displayed in English and Hindi.
- 5.2 Mapping of the existing content, Editing, Formatting of Documents and Conversion in web pages for both English & Hindi Version.
- 5.3 Content editing, proof reading, consistency checking for hosting material on KM Portal.
- 5.4 Provision of Web based Content Management.
- 5.5 Remove or assist in removing the vulnerabilities reported by NIC on KM portal developed by the vendor, even after handing over the portal to PFC KM Team.
- 5.6 Hosting of KM portal on NIC server or any other designated web hosting server as decided by PFC and launching of the portal.
- 5.7 Maintenance of KM Portal initially for a period of one year.

# 6.0 TESTING & ACCEPTANCE BY PFC

6.1 After satisfactory completion of acceptance tests and implementation of the Knowledge Management Portal to the satisfaction of PFC KM Team by the Vendor, the acceptance certificate will be issued by the PFC KM Team after which the KM Portal shall be considered as taken over by PFC.

- 6.2 Acceptance or waiver of tests will not relieve the Vendor from the responsibility to furnish the KM portal in accordance with the specifications.
- 6.3 PFC also reserves the right to conduct any testing/ benchmarking of previously approved KM Portal at any stage before taking over of the portal and if the same reveal noncompliance to the specifications, the Vendor shall take necessary action so that the software conforms to the specifications to the satisfaction of the owner.

# 7.0 WORK SCHEDULE

# Phase–I (3 Months):

- i. Detailed System Requirement Study (SRS), finalization of detailed list of activities, scope and duration of each of the activity and submission of detailed project plan.
- ii. Design and development of Guest User Module, Registered User Module and Administrator Module.
- iii. Implementation of KM Portal on PFC Server and maintenance.

The total time for completion of phase-I will be about 3 months.

# Phase-II (3 Months):

- i. Security audit of the KM Portal by Cert-in empanelled auditor.
- ii. Implementation of whole solution on NIC or any other designated web hosting server as decided by PFC after security clearance.
- iii. Preparation and submission of User Manual and System Manual.
- iv. Handing over of Source Code to MS Team of PFC.

The total time for completion of phase-II will be about 3 months.

# 8.0 WARRANTY AND SUPPORT

8.1 Warranty : Vendor shall provide comprehensive on-site warranty for trouble free operation of KM Portal for a minimum period of one calendar year after successful commissioning and acceptance by PFC. Such comprehensive warranty should also include all configuration related tasks whenever there is any software corruption or equipment failure or due to any change requirements from PFC.

Support: The Vendor shall place a person with website design and development background with a minimum of 4 years experience in maintaining a website/KM Portal. The person on behalf of the vendor shall completely be dedicated resource for PFC and shall be located at PFC premises. He will be responsible for day to day monitoring, maintenance, changes, enhancements and coordination of PFC KM Portal. He will report to PFC KM Team.

8.2 During this period of warranty & support, it will be the responsibility of the vendor to maintain and support the software

fully and ensure availability of the same. The Vendor shall be responsible for providing, free of cost, services necessary for maintenance during warranty within one working day or as agreed upon between PFC KM team and vendor for such maintenance.

- 8.3 The detailed scope of services to be provided by vendor during Warranty & Support period, shall include but not limited to the following:
  - a. Overall maintenance of KM Website and its contents.
  - b. Any issues arising due to design change & modification of the website.
  - c. Assisting user department in any usability & compatibility related issues of the website.
  - d. Assisting user's authorized representative in getting comfortable with the website and its update by providing telephonic & email support on ongoing basis.
  - e. Analyzing and fixing problems in the website, if found during actual usage.
  - f. Analyzing & fixing any performance related problems on ongoing basis.

# 9.0 PAYMENT TERMS

The terms of payment would be as under:-

- 9.1 90% of the payment of Phase-I will be released after successful implementation and submission of invoice alongwith satisfactory performance certificate from the PFC KM team.
- 9.2 90% of the payment of Phase-II will be released after successful implementation and submission of invoice alongwith satisfactory performance certificate from the PFC KM team.
- 9.3 Remaining 10% payment of Phase-I and Phase-II will be released after acceptance and taking over of KM Portal by PFC KM Team.
- 9.4 25 % of the payment on account of on-site dedicated resource for support will be released after the end of every quarter on submission of invoice alongwith satisfactory performance certificate from the PFC KM team and Functional Source Code to MS Unit, PFC.

# 10.0 SITE VISIT

The bidders are advised to visit and examine the complete requirements with respect to KM Portal. The responsibility to obtain all information that may be necessary for preparing the Bid and entering into a Contract will be solely on the bidder. The cost of visiting the sites shall be at bidders own expenses. The purchaser/ Owner will assist interested bidders in gathering the required information.

11.0 Following Deployment Infrastructure will only be provided/ Arranged by the PFC:

- 1. Windows OS server with IIS web server
- 2. Required Database SQL Server/ Oracle.
- 3. Microsoft Visual Studio 2010
- 4. Any other software/development tools / plug-ins, if used in development of the portal, the licensed version of the same should be provided to PFC by the vendor along with the source code.

SAMPLE HOME PAGE FOR WEB PORTAL DEVELOPMENT

Terms of Use

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	Development of Power Sector - Post		Capital cost benchmarking of thermal projects		Tariff Regulation of RE Sector	Status of UMPPs under Process	Power market - weekly reporting of OTC contracts:	Statutory Issues relating to Power sector
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Help

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RTI

No of Visits

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Contact us

Site Map

# BOQ FOR KNOWLEDGE MANAGEMENT PORTAL

S.N.	Component	
		Unit
1	Implementation of Phase-I	Job
2	Implementation of Phase-II	Job
3	On-site dedicated resource (For one year period)	Job

#### TECHNICAL REQUIREMENTS

Website shall be developed adhering with the following technical specifications/ features:

#### 1.0 Technology

- 1.1 Development Environment
  - a. The .Net Frame work ASP.Net 4.0 should be used.
  - b. The backend engine must be developed using ASP.NET 4.0 with C# and MS SQL Database Server 2008.
  - c. During development the website should be hosted on windows server 2008 R 2 with IIS Web server 7.0 /7.5 and MS SQL 2008 Database server.

#### 1.2 Hosting Environment

The developed website shall be hosted at NIC which has the following environment.

- a. Windows Server 2008
- b. .Net Frame work 4.0
- c. IIS Web Server 7.0/7.5
- d. MS SQL 2008 database server
- e. For Email sending the built-in Component of Microsoft Windows Server 2008 would be used.

#### 2.0 GUIDELINES COMPLIANT WEBSITE

The Government of India has launched "Guidelines for Indian Government websites" in February 2009. These guidelines are now part of the central secretariat manual of office procedures (CSMOP) and it is advisable that all Indian Government websites are developed in compliance to guidelines defined in this document. Therefore the website must be developed as per GIGW guidelines and should be universally accessible. Following features must be incorporated in the website:

- a. It should be disabled friendly.
- b. It should be screen reader friendly.
- c. The overall website content must be structured with proper headings.
- d. Website viewing should be compatible with popular browsers like Internet Explorer, Mozilla Firefox, Safari, Google Chrome and smart mobile phones.

The final website must be audited against these guidelines and the vendor shall submit a security clearance certificate from Cert-in empanelled auditor to PFC. All vulnerabilities must be fixed before hosting the website.

#### 3.0 Content Management System (CMS)

The developed website should have the following features to enable the administrators /users in making changes in the website contents.

- a. Dynamic menus: Menus and submenus can be created based on the page-tree as pages are added and subtracted. These can be styled entirely through CSS. Menu items can have conditional states (i.e., the menu item can be styled differently if it is the first item, if it is an even-numbered item, or if it is the last item, etc.).
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- d. Search Engine Friendly URL's: A rewrite engine is software that modifies a web URL's appearance (URL rewriting). Rewritten URLs (sometimes known as short, fancy URLs, or search engine friendly
   - SEF) are used to provide shorter and more relevant-looking links to web pages.
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- f. CSS Styled Content: All aspects of the core functionality can be styled on the website. Most extensions can be styled through CSS.
- g. Online Administration: All administration should be handled online via a web browser.
- h. Audit Trail: Administrators should have access to one log in the backend or individual logs on each page where they can view changes that have been made to the database.
- i. Minimal Training Required: Editing content should be as easy as editing in Microsoft word. Menu links are automatically generated as an editor adds pages and most content elements features wizards for further ease of use.
- j. Site Map: A hierarchical visual model of the pages of a Web site. Site maps help users navigate through a Web site that has more than one page by showing the user a diagram of the entire site's contents.

#### 4.0 Role Based Access Management

- a. The administration module of the website should help website team in giving role specific access of the administrative panel to different members of the KM group.
- b. Site Administrator should be able to Add/Edit/Deactivate Members & assign roles to each member.
- c. Site administrator should also be able to manage information specifically meant for internal use, which should be viewable to all members after the successful login.

- d. Members should have access to relevant backend modules based on the roles assigned to each member.
- e. Members should be able to do the following:
  - i. Manage Personal Profile.
  - ii. Manage Personal Documents (upload / view list / download / delete).
  - iii. Perform the role assigned by the administrator.
  - iv. View information specifically meant for internal use.

#### 5.0 Bilingual Management

- a. To develop the website in English & Hindi Version.
- b. The front-end website as well as the backend administrator panel should be made compliant to handle the Bi-lingual requirements.
- c. Front-end Web Portal should have all the content including dynamic & static text in both the languages i.e. English and Hindi.
- d. Administrator should be able to enter content for all the CMS Pages separately in Hindi.

#### 6.0 Archives Management

- a. This module should help KM Group in ensuring that the expired content is automatically removed from the main website.
- b. There should be an Auto Archival System available on the Website, which will transfer the expired content in archives section as soon as it reaches expiry date.
- c. Archived Data should be available in each page along with search option to search data between two given dates.

#### 7.0 Within Site Search

- a. This module should allow website visitors to search for relevant information within the website.
- b. Site search should work based on keywords and would search the entire database driven content.
- c. Search results should be displayed in the form of listing and will also have link to relevant pages within the website.

#### 8.0 Website Statistics

This should help KM Group in analyzing the popularity of the website and visitors behavior pattern on the website.

- a. Should integrate Google analytics code for website hits.
- b. There should be facility for the administrator to view website hits.
- c. There should also be facility to filter hits based on particular date range.

#### 9.0 Search Engine Optimization

To ensure that KM website is registered in Public Search Engines on appropriate keywords and is displaying the correct information in search description. The following must be done to ensure appropriate search engine results:

- a. Integrate Page title, Meta description & Meta keywords for all web pages.
- b. Sitemap.xml creation
- c. Robot.txt file creation
- d. Manually submit website to top 3 search engines including Google, Bing & Live.

#### 10.0 onsite training

The vendor will provide onsite training to KM Group officials on the overall workflow of the developed solution and backend administration module.

#### 11.0 one year technical support

The vendor will provide 1 year technical support from the date of implementation via email, phone and remote login to address, analyze and fix any technical glitches within the existing feature. It will include the following:-

- a. Overall maintenance of KM Website and its contents.
- b. Any issues arising due to design change & modification of the website.
- c. Assisting user department in any usability & compatibility related issues of the website.
- d. Assisting user's authorized representative in getting comfortable with the website and its update by providing telephonic & email support on ongoing basis.
- e. Analyzing and fixing problems in the website, if found during actual usage.
- f. Analyzing & fixing any performance related problems on ongoing basis.

# ANNEXURE – IV

Schedule – 1

# QUALIFYING REQUIREMENT DATA

List of major clients for "Development of Web Portal for Knowledge Management Centre" shall be uploaded through e-procurement in the following prescribed proforma

SI. No.	Name of the organization to whom work is executed	Contact person Name & Designation of awarding organization	Contact Number of contact person.	Supply Order No. & Date	Qty.	Amount

### **TECHNICAL DEVIATIONS**

Technical Deviations for **Development of Web Portal for Knowledge Management Centre** shall be uploaded through e-procurement in the following prescribed proforma

The following are the Technical deviations and variations from the exceptions to the specifications and documents against Detail Technical Specification of Tender Bid No. 02:09:197:I:14-15:KMC. These deviations and variations are exhaustive. Except these deviations and variations the entire work shall be performed as per PFC's specifications and documents.

SI.No.	Section	Clause No.	Page No.	Statement of deviations and variations
	<u> </u>			
		-		

#### **COMMERCIAL DEVIATIONS**

#### Commercial Deviations for **Development of Web Portal for Knowledge Management Centre** shall be uploaded through e-procurement in the following prescribed proforma

The following are the Commercial deviations and variations from the exceptions to the specifications and documents against Specification Tender Bid No. 02:09:197:I:14-15:KMC. These deviations and variations are exhaustive. Except these deviations and variations the entire work shall be performed as per PFC's specifications and documents.

S. No.	Section	Clause No.	Page No.	Statement of deviations and variations

## (PRICE BID) (Through e-procurement)

# PRICE SCHEDULE

# Development of Web Portal for Knowledge Management Centre

S. No.	Description/Model	Qty.	Unit Price (Including One year ATS)	Total Amount (without Taxes)	Applica ble Taxes	Total Amount in INR (Inc. Taxes)
1	Implementation of Phase-I	1				
2	Implementation of Phase-I I	1				
3	On-site dedicated resource (For one year period)	1				
4	Grand Total (In Figure)					
5.	Grand Total (In Words)					

Authorized Signatory (Sign with Seal)

Bidder has to quote the rate as well as total amount for each individual item above (1 to 5) along with Taxes. "If a firm quotes Nil charges/ Consideration, the bid shall be treated as unresponsive and will not be considered."

### APPENDIX - I

#### PROFORMA FOR BANK GUARANTEE FOR BID GUARANTEE

(To be stamped in accordance with Stamp Act)

M/s. Power Finance Corporation Ltd. "Urjanidhi", 1, Barakhamba Lane, Connaught Place, New Delhi-110 001. Dear Sir.

valid for .....months from the date of bid opening is required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bid Documents.

.....

### (in Figures & Words)

without any reservation, protest, demur and recourse. Any such demand made by said Owner shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This guarantee shall be irrevocable and shall remain valid upto.....

.....If any further extension of this guarantee is required the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s...... on whose behalf the guarantee is issued.

In witness whereof the Bank, through its authorized officer has set its hand stamped on this......at

WITNESS:

(Signature)

Name:

Date.....

(Signature) Name Attorney as per Power of Attorney No.

(Official Address)

- \* The amount should be as indicated by the Purchaser.
- \*\* This date should be 30 days after the date for which bid are valid.
- Note:
- I) The non-judicial stamp papers for this bid guarantee should be purchased in the name of the issuing Bank.
- ii) This bank guarantee must be issued by a nationalized Indian Bank/Commercial bank as indicated in Clause.

#### PROFORMA BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To Be Stamped In Accordance With Stamp Act) (Reference Clause of Contract)

(The non-judicial stamp paper should be in the name of issuing bank)

Ref. No.....

Bank Guarantee No..... Date.....

To, Power Finance Corporation Ltd. Urja Nidhi, 1 Barakambha Lane, Connaught Place, New Delhi – 110001

Dear Sir,

In consideration of the Power Finance Corporation Ltd. (hereinafter referred to as the `Owner` which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its referred to as the Contractor or Vendor which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) a Contract by issue of Owner's Letter of Award No ..... and the same having been unequivocally accepted by the Contractor/Vendor resulting into a contract valued at agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract, equivalent to .....% (Per cent) of the said value of the contract to the Owner. We .....(name and address), having its Head Office at ......(herein after referred to as the `Bank`, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all monies payable by the Contractor/ Vendor to the extent of .....as aforesaid at any time up to...... (Days/ month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor/ Vendor.

Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and Contractor/ Vendor or any dispute pending before any court, tribunal or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the contract by the Contractor/ Vendor. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor/ Vendor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor/ Vendor or any other course of or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor/ Vendor

and notwithstanding any security or other guarantee that the Owner may have in relation to the Contractor/ Vendor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to .....and it shall remain in force up to and including .....and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s ......whose behalf this guarantee has been given.

Dated this ...... Day of ..... 2014 .....at .....

WITNESS: 1.	(Authorized Signatories of the Bank)
(Signature) Name:	(Signature) Name:
Official Address:	Official Address:
2.	(Designation with Bank Stamp) Attorney as per Power of Attorney No dated
(Signature) Name:	
Official Address:	

- Note: 1. This sum shall be ten percent (10%) of the total lump-sum Contract Price.
  - 2. The date shall be 90 days after the end of Warranty Period.
    - 3. The stamp paper of appropriate value shall be in the name of Bank issuing the guarantee.

# **APPENDIX -III**

To be furnished on the Tenderer's Letter head

M/s. Power Finance Corporation Ltd. "Urjanidhi", 1, Barakhamba Lane, Connaught Place, New Delhi-110 001.

## Subject: Development of Web Portal for Knowledge Management Centre.

Dear Sir,

With reference to your Bid reference No. **02:09:197:I:14-15:KMC** dated 15.04.2014 for "Development of Web Portal for Knowledge Management Centre", we hereby confirm that we have read the provisions of the bid documents and further confirm to accept all the terms and conditions contained in the bid documents except those against which we have taken deviation in the respective schedules.

Thanking you.

Yours faithfully,

For and on behalf of
Name
Designation
Common Seal

# Appendix-IV

# Special instructions to Bidders for e-Tendering

## General

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, *Power Finance Corporation* has decided to use the portal **https://www.tcil-india-electrionictender.com** through TCIL, a Central Government Public Sector Enterprise. This portal is based on the most 'secure' and 'user friendly' software from *ElectronicTender*<sup>®</sup>. A portal built using *ElectronicTender*'s software is also referred to as ElectronicTender System<sup>®</sup> (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

## **Instructions**

## Tender Bidding Methodology:

## Sealed Bid System

- Single Stage Two Envelope

## Broad Outline of Activities from Bidder's Perspective:

- 1. Procure a Digital Signing Certificate (DSC)
- 2. Register on ElectronicTendering System<sup>®</sup> (ETS)
- 3. Create Users and assign roles on ETS
- 4. View Notice Inviting Tender (NIT) on ETS
- 5. Download Official Copy of Tender Documents from ETS
- 6. Clarification to Tender Documents on ETS
  - Query to *Power Finance Corporation* (Optional)
  - View response to queries posted by Power Finance Corporation
- 7. Bid-Submission on ETS
- Attend Public Online Tender Opening Event (TOE) on ETS

   Opening of relevant Bid-Part
- 9. Post-TOE Clarification on ETS (Optional)
   Respond to *Power Finance Corporation* Post-TOE queries
- 10. Attend Public Online Tender Opening Event (TOE) on ETS
  - Opening of relevant part (ie Financial-Part)
    - (Only for Technical Responsive Bidders)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

## **Digital Certificates**

For integrity of data and authenticity/ non-repudiation of electronic records, and to 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].

## Registration

To use the ElectronicTender<sup>®</sup> portal **https://www.tcil-india-electrionictender.com**, vendors need to register on the portal. 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 ETS 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. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/activated

<u>Important Note</u>: To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Center' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

TCIL/ ETS Helpdesk	
Telephone/ Mobile	Customer Support: +91-11-26241071, 26241072, 011- 26202699
	Emergency Mobile Numbers: +91-9868393775, 9868393717, 9868393792
E-mail ID	ets_support@tcil-india.com
	[Please mark CC: <u>support@electronictender.com</u> ]

Power Finance Corporation	
Contact	
Power Finance Corporation	R. K. Bhardwaj, GM, Administration
Contact Person	
Telephone/ Mobile	011-23456368
	[between 10:00 hrs to 16:00 hrs on working days]
E-mail ID	rkbhardwaj@pfcindia.com

## Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

- Submission of Bid-Parts/ Envelopes
  - Prequalification Application
  - Technical-Part
  - Financial-Part
  - Composite (Both Technical and Financial in a common envelope)
- Submission of information pertaining Bid Security/ Earnest Money Deposit (EMD)
- Submission of cost of Tender Documents
- > Submission of digitally signed copy of Tender Documents/ Addendum
- Submission of General Terms and Conditions (with/ without deviations)
- Submission of Special Terms and Conditions (with/ without deviations)

## Offline Submissions:

The bidder is requested to submit the following documents offline to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope.

Contact Persons Name Address

The envelope shall bear (the project name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time):

- 1. Original copy of the Bid Security (DD/Bank Guarantee) as detailed in tender documents.
- 2. DD/ Bankers cheque in favour of Power Finance Corporation Ltd. payable at New Delhi against payment of tender fee/ Cost of Tender Documents as detailed in tender documents.

Note: The Bidder should also upload the Scan copy of all above said original documents as Bid-Annexure during Online Bid-Submission.

## Special Note on Security and Transparency of Bids

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in ElectronicTender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the ElectronicEncrypter<sup>™</sup> functionality, the contents of both the 'ElectronicForms' and the 'Main-Bid' are securely encrypted using a **Pass-Phrase** created by the Bidder himself. Unlike a 'password', a **Pass-Phrase** can be a multi-word sentence with spaces between words (e.g. 'I love this World'). A **Pass-Phrase** is easier to remember, and more difficult to break. It is recommended that a separate **Pass-Phrase** be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill ElectronicForms<sup>™</sup> for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the ElectronicForms<sup>™</sup> and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the ElectronicForms<sup>™</sup> is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the ElectronicForms<sup>™</sup>, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the ElectronicForms<sup>™</sup> and the 'Main-Bid', the contents of the ElectronicForms<sup>™</sup> shall prevail. Alternatively, the Buyer organization reserves the right to consider the higher of the two pieces of information (e.g. price) for the purpose of payment in case that bidder is an awardee in that tender.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to Power Finance Corporation in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

# Public Online Tender Opening Event (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to *Power Finance Corporation* office for the Public Online TOE.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders' representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

## Other Instructions

For further instructions, the vendor should visit the home-page of the portal **https://www.tcil-india-electronictender.com**, and go to the **User-Guidance Center** 

The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

<u>Important Note:</u> It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.

2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.

4. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al) .

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth instruction is relevant at all times.

### Minimum Requirements at Bidder's End

- Computer System with good configuration (Min PIV, 1 GB RAM, Windows XP)
- Broadband connectivity
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s)