

Re-Tender
Tender No. 21-15/2015- IT

Telecom Regulatory Authority of India

Mahanagar Door Sanchar Bhawan, Jawaharlal Nehru Marg,
Old Minto Road, New Delhi-110002.

Dated: 6th August, 2015

To

Sub: **Limited Tender Enquiry for Work/Job Contract for Regular Maintenance/Updation of TRAI Website including Uploading of documents onto the Website hosted at National Informatics Centre (NIC).**

Telecom Regulatory Authority of India (hereinafter referred to as TRAI) is inviting tenders for the job/work of Regular Maintenance/Updation of TRAI Website hosted at NIC, including Uploading of documents onto the Website, from TRAI Office located at Mahanagar Door Sanchar Bhawan, Jawaharlal Nehru Marg, Old Minto Road, New Delhi 110002, as per Commercial details mentioned in Parts 1, 2, 3 and **Annexure-'A', 'B', 'C' & 'D'**, for a period of two years w.e.f. *date of awarding the contract*. TRAI will have discretion for extending it for further period of one or more years on mutually acceptable terms and conditions and rates at the sole discretion of TRAI.

2. Presently, TRAI website is hosted at NIC's server at the National Informatics Centre office at CGO Complex, New Delhi and Shastri Park, New Delhi. The successful bidder is required to upload the day-to-day documents on TRAI website at NIC Server by using internet leased line from TRAI office.

3. The bidders may submit their "Technical Bid" along with the details as at **Annexures 'A' 'B' & 'D'** and the "Financial Bid" with the required details in the **Annexure 'C'**. The bidders must comply with all terms and conditions mentioned in the tender document.

4. TRAI reserves the right to reject any or all the offers without assigning any reason.

5. The "Earnest Money Deposit (EMD)", "Technical Bid" and "Financial Bid" should be sealed in three separate envelopes and these three envelopes shall be

put in **one big cover and sealed**. The sealed tenders duly filled in and complete in all respects shall be addressed to Technical Officer (IT) and reach to the following address **on or before 3:00 PM on 31.08.2015** at the **Reception Office of TRAI, either by Post/Courier/by Hand**.

The Technical Officer (IT),
Telecom Regulatory Authority of India,
5th Floor, Mahanagar Doorsanchar Bhawan,
Old Minto Road, J.L. Nehru Marg,
New Delhi – 110002.

TRAI shall not be responsible for any delays and will not entertain the bids received after due date and time mentioned above.

Note: Offers submitted in any manner other than specified above, shall not be considered.

6. The Technical Bid will be evaluated by a duly constituted Committee. The financial bid of bidders who qualify in evaluation of Technical Bid only shall be opened. The date, time and venue of opening of Financial bids shall be communicated separately to the bidders who qualify in the Technical Bid.

7. The bidder quoting the lowest price will be declared L1 for the purpose of awarding the work order.

8. **EARNEST MONEY DEPOSIT:**

8.1 The Bidders are required to deposit a sum of rupees **Ten Thousand only** (Rs.10,000/- only) as Earnest Money Deposit (EMD) along with complete tender documents by way of Demand Draft drawn in favor of "**Telecom Regulatory Authority of India**", payable at Delhi and valid for a minimum period of three months after the date of issue.

8.2 The EMD of the bidder will be forfeited if the bidder furnishes any wrong information materially affecting the bid. **After opening the bid, bidder will not be allowed to withdraw the offer** and EMD shall also be forfeited, if the bidder does not accept the offer of work under this tender. **Further,**

Signature of the bidder with Seal

refusal of accepting the offer may lead to black listing the firm and the information may be placed in TRAI Website

8.3 The EMD of the unsuccessful Bidders shall be released only after the selection of the successful bidder or on expiry of six months from the last date of submission of bid, whichever is earlier. The EMD of the successful bidder shall be released after signing of the agreement and on receipt of the Performance Bank Guarantee.

Note: Offers not accompanied by the required EMD are liable to be summarily rejected.


9. It is the responsibility of the bidders to read carefully the terms and conditions of this tender document before submitting the tender. Incomplete tender documents/bids not complying with the tender terms shall be rejected. TRAI reserves the right to split the work or reject any or all the tenders without assigning any reason.

10. In case, the bidder is not clear on any aspect of the tender specifications, their representative can meet the undersigned at the office of TRAI, after taking prior appointment, between 11 am to 4 P.M. (excluding lunch hour i.e. 1.00 – 2.00 p.m.) on any working day (except Saturdays/Sundays/holidays) before the date of tender submission to get necessary clarification(s).

11. TRAI is NOT bound to accept the lowest tender. The bidder shall not be permitted to revise upward the unit rates offered by the bidder and such rate shall be valid for the entire duration of the contract and also for the period for which the said contract is extended by TRAI.

12. The tender document consists of total **19** pages including the covering letter and index.

Yours faithfully,


(S. Ganesh)
Technical Officer (IT)

Signature of the bidder with Seal

INSTRUCTIONS TO THE BIDDER

1. The bidder shall furnish an undertaking as contained in **Annexure 'A'** and accept all the terms and conditions mentioned in the Tender Document.
2. The bidder shall furnish a certificate as contained in **Annexure 'B'** to the effect that the firm has not been blacklisted by Central/ State Govt. /Public Sector Units or its contracts have not been terminated on account of poor performance
3. The annual turnover of the bidder should not be less than Rupees Fifty lakhs per annum for the last three financial years. The turnover certificate from Chartered Accountant or copy of Annual Financial Statement shall be enclosed by the bidder.
4. Each page of the Technical Bid (**Annex-'A' 'B' & 'D'**) shall be signed by the bidder, and the tender documents submitted with the bid should be **serially numbered.**
5. The bidder shall have presence in the National Capital Region (NCR) of Delhi and be registered with Sales Tax Department for the Work Contract.
6. The bidder should have prior experience in web site updation, designing and maintenance for atleast three years, during the last five years, (of which at least **two** year experience shall be with Government Organizations/Public Sector Undertaking in the preceding years) and should enclose all testimonials in support of this.
7. The bidder shall submit following documents along with the Technical Bid:-
 - (i) The PAN Card Number, TIN, TAN No. of VAT
 - (ii) Copies of income tax return of the last three years.
 - (iii) The performance certificates for the work undertaken for three years, during the last five years, from organizations out of which at least

two performance certificates shall be from Government/Public Sector Undertaking.

- (iv) The bidder shall also provide brief particulars of professionals/representatives, who are likely to be deputed in TRAI, in case of getting Web up-loading contract from TRAI. On getting the bid, bidder will depute the professional as stated in the Technical Bid.
8. The **financial bid** should be in a sealed envelope superscribed as **'Financial Bid for Regular Maintenance/Updation of TRAI Website job including Uploading of documents onto the Website hosted at NIC'**.
9. The Financial Bid shall consist of **nothing else but duly** filled **Annexure 'C'** with this tender document. If any other document other than prices is found in the Financial Bid, the same is liable to be rejected.
10. Tender should be filled in neat, legible and correct entries. Indistinct figures, erasures and alterations are not permitted and the bid submitted with indistinct figures, erasures and alterations are liable to be rejected. The bidder shall cross out any mistake and rewrite the same and counter sign.
11. Any incomplete or conditional bid or the bid which fails to comply with the conditions contained in the tender document is liable to be rejected.
12. The bids received after the last date of submission will not be considered.
13. The **Technical Bid and EMD** shall be **opened at 4:00 PM on 31.08.2015**.
14. The Financial Bids of only those bidders shall be opened who qualify in the evaluation of the Technical Bid. The date and time of opening of Financial Bid shall be communicated to the bidders separately.

15. TRAI reserves the right to:-
- a) Accept or reject of any bid and annul the bidding process without assigning any reason whatsoever at any time prior to the award of contract,
 - b) To counter offer prices(s) against price(s) quoted by the bidder,
 - c) Blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.
 - d) In situations where lowest quoted rates (L1) of two or more bidders are same, in such cases fresh round of financial bidding from such bidders shall be called. The lowest valid offer shall be declared successful.
16. Award of contract will be done after the bidder selected is found to be technically, commercially and financially acceptable to TRAI. **For this purpose, TRAI reserve its right to visit the office of the bidder.**
17. The successful bidder shall enter into a performance contract with TRAI to execute the work awarded by TRAI pursuant to this tender process. The agreement that may eventuate from this tender process shall be governed by the conditions detailed in that agreement. All documentations are required to be in English.
18. Successful bidder should submit Certificate of verification of antecedents of professional to be deputed by him in TRAI from the local police authority.
19. In case, the person employed by the successful Company/Firm/Agency commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence and security risk, the successful Company/Firm/Agency will be liable to take appropriate disciplinary action against such persons, including his/her removal from site of work, if required by this office. The tendering Company/Firm/Agency shall replace within one day of its personnel who is found & acceptable to TRAI.
20. This office shall not be responsible for any damage, losses, claims, financial or other injury to any person deployed by service providing agency in the

course of their performing the functions/duties, or for payment towards any compensation.

21. The tendering agency/bidder will be responsible for compliance of all statutory provisions relating to Minimum wage, Provident Fund and Employees State Insurance etc., as applicable, in respect of the persons deployed by it in TRAI.
22. Request for exemption for compliance of statutory provision regarding minimum wages Provident Fund and ESI etc. in respect of the person deployed by the firm/agencies will not be entertained.
23. If any bidder requested for such exemption the bid may be liable to be rejected.
24. Canvassing in connection with tender is strictly prohibited and the tender submitted by the tenderor who resorts to canvassing will be liable for rejection and no correspondence will be entertained.

TERMS AND CONDITIONS**1. VALIDITY OF THE OFFER**

The offer should be valid for three months from the last date of submission of bids which can be further extended for a period of three months at the discretion of TRAI.

2. SERVICE AND SUPPORT

- 2.1 TRAI's present website is maintained in .NET (2.5 Framework) platform as front end with backend database in SQL version 2012 and has been hosted at NIC in IIS Web Server 7.0. The content are uploaded through web based Content Management System (CMS). **The bidder who will be awarded the work shall provide one full time on site software professional** with qualification of degree or diploma or Certified professional in web designing and development and having experience of maintaining dynamic website on asp platform. The nominated professional shall possess sound knowledge and good experience in MS SQL Server, HTML, CSS, JavaScript and JQuery web-designing, ASP.NET 4.5 etc. With a minimum of two years of hands on experience in the required field and be able to handle these platforms. He shall be equipped with cell phone of his own while deputed at TRAI premises 9:30 a.m. to 6.00 p.m. **normally** from Monday to Friday. The bidder shall also make available required manpower, without any extra remuneration, on Saturdays, Sundays, holidays and beyond office hours on working days/holidays as and when his services are required by TRAI. **Request for additional payment/facility for sitting during the late hours/closed holidays will not be entertained.**
- 2.2 The bidder shall provide bio-data of eligible professionals/representatives, who may be deputed for undertaking the work of website maintenance of TRAI, along with their certificates and experiences. The eligible candidate will be short-listed on the basis of his/her merit, skills and knowledge.

- 2.3 In case the representative deputed by the bidder is on short leave, a suitable replacement shall be provided by the bidder immediately and without any break, under intimation to TRAI.
- 2.4 In no case, the bidder will change the nominated professional without prior approval of TRAI. In case it is unavoidable, the firm should get prior approval of TRAI.
- 2.5 If after award of the work, the bidder fails to provide manpower as per satisfaction of TRAI, the bidder shall be liable to pay penalty as provided in the agreement and the contract may also be terminated by TRAI. TRAI also reserves the right to terminate the contract at any time if the work is found to be unsatisfactory and forfeit the performance bank guarantee. The bidder shall not be permitted to engage Sub-contractors.
- 2.6 The person deputed at TRAI for **the** work shall have no claim or right towards employment at TRAI on account of **this** contract for AMC.

3. **RESPONSIBILITIES**

- i. Uploading of documents in TRAI's website immediately and maximum within 10-15 minutes of receipt of document from any officer/official of TRAI forwarded by IT Section.
- ii. Updation of TRAI website at NIC's server through virtual private network as may be required from time to time.
- iii. Converting documents in PDF format.
- iv. Downloading a specific document on request from Web.
- v. Creating and arranging the archives of documents by suitably indexing and numbering. To create/add/modify/delete certain features/coding in the website including creation of new links.
- vi. Suitable combinations of text and picture mode in "About Us" menu in the current web page.
- vii. Putting all the documents in a uniform format with respect to colour, size, font etc.
- viii. Monitoring of feedback and Opinion Poll.
- ix. Checking of Data inconsistencies.

- x. Maintaining, checking and updating the "Related Links" to various national and international organizations.
- xi. Updation related to photo and video gallery.
- xii. Maintaining the web traffic counter to know the user number and number of hits.
- xiii. The request notes alongwith hardcopies of documents submitted by various Divisions of TRAI for uploading on TRAI's website shall be maintained on daily basis with suitable indexing and numbering.
- xiv. Continuous monitoring of TRAI website placed at NIC's server. In case of failure of connection, error, etc., immediate remedial action such as informing concerned officer of TRAI, lodging complaint with NIC helpline and follow-up action until the problem is solved.
- xv. Anti-virus software installation, regular upgradation of software, updating virus definitions and virus cleaning on the computer provided for uploading documents in TRAI website at NIC through VPN through internet leased line.
- xvi. Weekly backup of TRAI website in coordination with National Informatics Centre (NIC) or any other agency as assigned by NIC
- xvii. Maintaining up-to-date record of all the documents uploaded in the prescribed format.
- xviii. Any other work related to uploading of documents in TRAI website as assigned by IT Section.
- xix. Coordinating with NIC or any other agency as assigned by NIC in connection with updating of Website.
- xx. Any other work as assigned by IT Section.

4. **PENALTY**

The bidder shall ensure the availability of suitable responsible personnel to carry out responsibilities as mentioned in para 3 above. If the bidder fails to provide the suitable personnel either on week days, or on Saturday/Sunday or as may be required by TRAI, a penalty of Rupees **Two** Thousand (2,000) per day shall be imposed on the bidder.

5. **POWER OF ATTORNEY/AUTHORIZATION:**

The bidder shall provide the power of attorney or valid authorization, as the case may be, to the person who signs the tender document and bid on behalf of the bidder.

6. **PRICES:**

The bidder shall quote the rates in figures as well as in words. The amount must be filled in the appropriate columns in the format given in **Annexure 'C'**. The figures should be clearly written and there should be no overwriting. In case of any difference in the amounts, the amount mentioned in words would be considered final.

7. **PAYMENT TERMS:**

After the end of every quarter, the contractor shall submit a report for the work executed during the previous quarter. The payment will be made on quarterly basis i.e. twenty five percent of the annual charges after each completed quarter, subject to the completion of the work to the satisfaction of TRAI and only after the verification of bills complete in all respects and after deducting the amount of penalty imposed as detailed in para 4 and any other amount in terms of para 12 from the sum/amount payable by TRAI to the Contractor. ***If the work has not been performed to the satisfaction of TRAI, payments will not be made till the remedial action has been taken by the bidder.***

8. **PERIOD OF CONTRACT:**

The initial contract shall be valid for a period of two (02) years w.e.f. date of awarding the contract subject to satisfactory fulfillment of the obligations under the contract. TRAI will have discretion for extending it for further period of one or more years on mutually acceptable terms and conditions and rates at the sole discretion of TRAI.

TRAI reserves the right to terminate the contract at any time (as contained in the Termination Clause) without assigning any reason thereof.

9. **PERFORMANCE BANK GUARANTEE:**

- (a) The successful Bidder is required to submit Performance Bank Guarantee from a Nationalized Bank in favour of the Telecom Regulatory Authority of India, New Delhi in prescribed format for an amount equal to ten percent (10%) of the contract value valid for twenty seven months (27 months) from the date of commencement of contract.
- (b) The Performance Bank Guarantee (PBG) shall be submitted within 15 (fifteen) days of the award of contract. In case the PBG is not received within this period, TRAI reserves the option to cancel the order and forfeit the EMD.

10. **SIGNING OF TENDER:**

- 10.1 The individual signing the tender or the documents in connection with it must specify whether he/she is signing as:
 - (a) a sole proprietor of the firm, or constituted attorney of such a proprietor; or,
 - (b) a partner of the firm, if it is a partnership firm and whether he has the authority by virtue of the partnership agreement or power of attorney conferred upon him by the said firm, to act on behalf of the firm for the all matters pertaining to this tender and
 - (c) the agreement to be signed subsequently including the power to refer to arbitration any dispute arising out of the agreement to be signed pursuant to this tender; or,
 - (d) authorized signatory of the firm, if it is a company (a letter of the authority in this respect must be enclosed along with the bid)
- 10.2 A person signing the tender form or any part thereof, on behalf of another, shall be deemed to warrant that he has the authority to bind the other and if, on inquiry, it appears that the person so signing has no authority to do

so, TRAI may without prejudice to other Civil and Criminal remedies, cancel the contract and hold the signatory liable for all costs and damages.

10.3 ***Each and every page of the tender document, shall be signed and stamped.***

11. **RESULTS OF THE TENDER:**

Acceptance of the bid will be communicated by TRAI in the form of Letter of Intent (*LoI*) to the successful Bidder. The successful Bidder shall give the acceptance of *LoI* in writing to TRAI within seven days of issue of *LoI*, failing which, the EMD may be forfeited and TRAI reserves the right to cancel the *LoI* and award the contract to the next eligible bidder.

12. **TERMINATION CLAUSE:**

TRAI reserves the right to terminate the contract by giving one month's advance notice to the bidder without assigning any reason. If during the validity period of the contract, the services of the bidder are not found to be satisfactory, TRAI may, at any time, terminate the agreement by giving a notice of one month and also make deductions for such unsatisfactory service, as per the agreement including the cost incurred by it for getting the work done from any other party, from the bills of the bidder or from the performance bank guarantee, without prejudice to other remedies available to TRAI under the law.

13. **ARBITRATION**

In the event of any dispute arising between TRAI and the bidder, the matter shall be referred to the Pr. Advisor(TD) of TRAI, who may himself act as sole arbitrator or may name an officer of TRAI as sole arbitrator notwithstanding the fact that such officer has been directly or indirectly associated with the tender process or the agreement signed between the parties. The bidder shall not be entitled to raise any objection to the appointment of such officer of TRAI as the sole arbitrator. The award of the arbitrator shall be final and binding on both the parties, subject to the provisions of the Arbitration and Conciliation Act, 1996 and rules made thereunder, for the time being in force. The arbitration

proceedings shall be held at New Delhi. The language of arbitration shall be English.

14. **JURISDICTION**

In case any party wants to take any dispute to a court of law after arbitration award as aforesaid, only courts in Delhi/New Delhi shall have jurisdiction.

UNDERTAKING FROM THE BIDDER

In Company`s letter head.

To

Telecom Regulatory Authority of India,
Mahanagar Door Sanchar Bhawan,
Jawaharlal Nehru Marg,
Old Minto Road,
New Delhi 110002

Dear Sir,

I/We hereby accept all terms and conditions (tender document as a whole) mentioned in Tender document for Annual Maintenance Contract for Regular Maintenance/Updation of TRAI Website including Uploading of documents onto the Website hosted at NIC from the office of TRAI, located at Mahanagar Doorsanchar Bhavan, Old Minto Road, J.L. Nehru Marg, New Delhi – 110002.

Yours faithfully,

(Signature of Tenderer)

Name of Authorized Signatory : _____

Designation : _____

Mobile / Tele No. _____

(Company Seal)

CERTIFICATE

In Company`s letter head.

This is to certify that M/s _____
_____ has not been blacklisted by Central/ State Govt. /Public Sector
Units or its contracts have not been terminated on account of poor performance.

(Signature of Tenderer)

Name of Authorized Signatory : _____

Designation : _____

Mobile / Tele No. _____

(Company Seal)

FINANCIAL BID

Description of Work	Charges per year (Rs.)
Job Contract for Regular Maintenance/Updation of TRAI Website including Uploading of documents onto the Website hosted at NIC (this includes specified manpower as well as other terms and conditions of the tender document as a whole)	
Taxes _____ (_____ %)	
Grand Total	
Amount in words (Rupees.....)	

Note:

- i. *The Financial Bid shall contain **nothing else but Prices** only.*
- ii. *Bidders are requested to ensure that after quoting the prices this Annexure is duly signed with company seal. **Financial bid submitted without sign / company seal will not be accepted / considered.***

Date : _____

(Signature of Tenderer)

Name of Authorized Signatory : _____

Designation : _____

Mobile / Tele No. _____

**FORMAT OF CURRICULUM VITAE (CV) FOR
PROPOSED PROFESSIONAL STAFF TO BE DEPLOYED IN TRAI**

Name of Firm: _____
Name of Staff: _____
Profession: _____
Date of Birth: _____
Years with Firm/Entity: _____ Nationality: _____
Membership in Professional Societies, if any: _____
Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignment and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of page]

Employment Record:

[Starting with present position, list reverse order every employment held. Also give types of activities performed.]

(Signature of Tenderer)

Name of Authorized Signatory : _____
Designation : _____
Mobile / Tele No. _____

INDEX

(For Technical Bid)

Description	Document attached (Yes/No)	Page No(s)
1. Tender Document Part -1,2,3 and Annexure 'A' & 'B'		01 - 14
2. Earnest Money Deposit		
3. Turnover certificate for last three FYs.		
4. Copies of Income Tax return for last 3 years.		
5. Documentary proof of the following:		
a) NCR Region presence		
b) Service Tax Registration Certificate		
c) PAN		
d) TIN		
e) TAN No. of VAT		
f) Brief particular of Professional to be deployed in TRAI		
6. Experience certificate for 3 years during the last five years from three organizations of which at least two shall be Govt./PSU.		
7. Performance Certificate from three organizations of which two shall be from Govt./PSU for 3 years during the last five years.		

Signature of the bidder with Seal