

No. 1/12/2011-IT
Government of India
Ministry of Power
(IT Cell)

Shram Shakti Bhavan, Rafi Marg,
New Delhi, dated 25th October, 2011

To

Subject: Inviting Quotation for Annual Maintenance Contract for maintenance/updation of the website of Ministry of Power – www.powermin.nic.in (alias powermin.gov.in) .

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Sir

I am directed to say that the Ministry of Power intends to invite quotation for maintenance/ updation of the website of Ministry of Power – www.powermin.nic.in. The general terms and conditions & specifications of the tender are indicated in the **Annexure**.

2. In case you are interested to undertake the work and have a valid authorization to carry out such work and also have capacity and the competence to do the job, you may please submit your lowest quotation (in both words and figures) in sealed cover addressed to the undersigned, Ministry of Power, Room No. 634, 6th Floor (B Wing), Shram Shakti Bhavan, Rafi Marg, New Delhi latest by 11.11.2011 up to 3.30 P.M. The quotation will be opened on the same day i.e. 11.11.2011 at 4.00 P.M in Room No. 433, 4th Floor (B-wing). The cover shall be superscripted as under:

“Quotation for Annual Maintenance Contract for maintenance / updation of the website of Ministry of Power”

3. The quotation should be accompanied by an Earnest Money of Rs.25,000/- in the form of crossed bank draft in the name of Pay & Accounts Officer, Ministry of Power. It may be noted that cash or cheques will not be accepted under any circumstances. The quotations which are received without the earnest money (Bank draft) shall be summarily rejected and tenderers shall have no right to represent against it even if their quotation happens to be the lowest one.

4. You are requested to read and understand the terms and conditions of the contract, as no violation of the aforesaid terms and conditions shall be permitted once this Ministry accepts your quotation.

Yours faithfully



(K.V.Gopala Rao)

Under Secretary to the Government of India

Tel: 2373-0264

ANNEXURE

SPECIFICATIONS FOR TENDER FOR MINISTRY OF POWER WEB SITE MAINTENANCE AND UPDATION

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Introduction

Ministry of Power has its web site on the Internet at <http://powermin.nic.in> (alias powermin.gov.in) Ministry of Power now invites bids for maintenance and updation of the website on regular basis.

2. Scope of Work for the Web Site Maintenance and Updation

- (i) Maintenance and updation with Content Management System (CMS) of the website module for uploading web content, Maintenance of the all associated activities linked with the work related to HINDI & ENGLISH website. The following shall be covered under the scope of this work:

The Contractor shall maintain the existing website and upgrade it, which includes design, development and content updation as & when required (available both in English and Hindi) based on latest technology as per the specific requirement of the Ministry of Power. The updation would include regular up gradation of news, data, reports, tender announcements, recruitment and other relevant information etc., on daily, weekly, fortnightly or monthly basis as may be required. Regular web promotion shall be a part of this activity and shall include activities such as search engine registration and linking to related web sites and home page improvements etc. This shall also include the work of refurbishment of site at appropriate interval not less than one time per quarter during the maintenance period.

- (ii) Maintenance of the website will include one or more of the following that are the result of recurring changing needs:-

- Responsible for overall supervision to ensure that authentic and updated information and services are available all the time at the website
- Database Administration
- Regular updation of news, photo/exhibition gallery, data, reports, tender announcements, recruitment and other relevant information on daily, weekly, fortnightly or monthly basis as may be required.
- Regular web promotion.
- Refurbishment of website at appropriate interval.
- Home page improvement, as may be necessary from time to time.
- Making portal more accessible through popular search engines.

- Provision of Powerful Search Engine based on simple text search and digital search index.
- Providing link to related web sites.
- Fine tuning of the website performance.
- Keeping pace with the changing platforms.
- Converting electronic documents in PDF & Power Point and/or word/excel format.
- Creating and arranging the archives of documents by suitably indexing and numbering.
- Putting all the documents in a uniform format w.r.t. colour, size, font, etc.
- Putting a web traffic counter to know the user number and no of hits.
- Download option for specific documents on request.
- Selection facility for 'text only' mode.
- Suitable combination of text and picture mode in 'About Us' button of the web.
- Creating 'Hot Links' to various national and international organizations.
- Development of Software/MIS software/ program as per the requirement of Ministry of Power.
- Cyber audit from time to time when any modification/up gradation in coding/design is done and also any vulnerability is reported by cyber security division of NIC (hosting agency).
- Any other connected work depending upon the necessary.
- Incorporation of guidelines for Government websites issued time to time by making required design changes in the website

Backend Integration & Databases Services:

- (a) Programming (Code Repair, New Codes, Repairing Broken Links)
- (b) Database Maintenance & Integration
- (c) Search Engine Optimization .

(iii) The vendor shall be required to deputed technical staff namely (i) one qualified software programmer (ii) one website designer in the Ministry of Power, Shram Shakti Bhawan, New Delhi from 9.00 hours to 18.00 hours on all working days on regular basis and also after office hours, on Saturday, Sunday and other holidays, if the exigencies of work so require.

3. Reports and feedback:

The Contractor shall submit the following reports and feedback to the MOP using NIC's web statistics service:

- (i) Monthly Web analysis reports & progress
- (ii) The under mentioned reports shall also be made available to Ministry of Power about its website:
 - (a) Popular pages of website
 - (b) Hit rate and source domains
 - (c) Average time spent on website
 - (d) List of referrers
 - (e) Visits from search engines
 - (f) Page wise hit rate
 - (g) Fortnightly reports related content updation.

4. Bid Document

The Bid Document submitted by the Bidders shall consist of following documents, each in a separate sealed envelope inside a bigger sealed envelope:

(i) EMD: Earnest Money Deposit in the form of a bank draft of 3% of the bid amount or Rs. 25,000/-, whichever is less payable in favour of Pay and Accounts Officer, Ministry of Power, New Delhi.

(ii) Technical Bid: The technical bid shall consist of following items and documents:

- (a) Details of the experience held by the Contractor in handling similar nature of work.
- (b) Details of three reference sites/ work already done by the bidder in Government Departments/Ministries/PSUs. Copies (hard copy as well as soft copy) of each of these sites shall be submitted. These reference sites may be used to evaluate the performance of the Contractor.
- (c) A copy of the income tax clearance certificate countersigned by the Income Tax Officer.
- (d) The Curriculum Vitae (Bio-data) of basic qualification of the technical personnel to be deployed

(iii) Financial Bid: Bid price shall be filled in both words and figures. The bidder shall indicate, in the Bid Price Schedule, item-wise bid prices in Indian Rupees and also Total Price for the entire Scope of Work in these specifications. The price quoted should include all types of taxes.

The three sealed envelopes containing EMD, technical and financial bid separately and super scribed on cover, should be put in a bigger envelope duly sealed. (See Rule 163 of the GFR, 2005).

5. Performance Security

The successful bidder will be required to submit a performance security for an amount of 7% of the value of the contract in the form of an Account Payee Demand Draft, to be payable in favour of Pay and Accounts Officer, Ministry of Power, New Delhi. Performance security will remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder. Earnest Money Deposit given at the time of bid will be refunded to the successful bidder on receipt of Performance Security.

6. Eligibility Criteria

- (a) The Bidder must have three years experience in the design, development and maintenance of website. The support documents in claim of experienced enclosed.
- (b) The bidder must have successfully completed at least three jobs of website maintenance in any Central/State Govt.s/PSUs /Subordinate offices/Autonomous Bodies/ etc. in the previous three years. The details of such jobs may be furnished.
- (c) An undertaking (self-certificate) that the bidder has not been blacklisted by any Central/State Government institutions and there has been no pending litigation with any Government department on account of execution of similar service.

7. Ownership of source code:

The entire website(along with all the programs and contents developed to achieve the desired functionality mentioned in the scope of work or any subsequent communication in this regard) will be the Intellectual Property Right of the Ministry of Power and will be the sole property of Ministry of Power and no content of the same will be produced or used by the Contractor for purpose other than Ministry of Power's website without the prior permission of the Ministry of Power.

8. Confidentiality:

The Contractor shall maintain utmost confidentiality of information supplied, method of operation, procedures etc. and will treat such information with the same degree of care as the Contractor treats its own most confidential information. This confidentiality will be maintained by the Contractor for a period of two years from the date of Service Level Agreement.

9. Opening and Evaluation of Bids

(a) The bids shall be opened in the presence of bidders or their authorized representatives who choose to attend on opening date and time. The Authority letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening.

(b) Technical bids shall be analysed and evaluated by a Consultancy Evaluation Committee (CEC) constituted by the Ministry which will take into consideration the technical competence of the bidder, experience and the qualification of the personnel to be deployed in the Ministry of Power, as stipulated in para 4(ii) above. Financial bids of only those bidders who are declared technically qualified by the CEC shall be opened.

10. No bidder shall try to influence the Ministry of Power on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

11. The Ministry of Power reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder on the grounds for the Ministry of Power action.

12. Award of Contract

The Ministry of Power shall consider those bidder whose offer has been found technically, commercially and financially acceptable by the Committee based on the experience, past performance, technical capability and financial position.

13. Period for contract

The contract shall be applicable for a period of two (2) years from its acceptance which may be extended for a period of one year depending upon the satisfactory performance of the Contractor. The Ministry of Power shall have the right to terminate the contract without assigning any reasons, whatsoever, to the firm on one month's notice.

14. Payment

Payment shall be made pro-rata on quarterly basis at the end of each quarter on the basis of successful completion of the job

15. Arbitration Clause:

(a) In the event of any question, dispute or difference arising under or out of or in connection with the conditions mentioned in this document the same would be referred to the Sole Arbitration of any person appointed by the Joint Secretary to the Government of India, Ministry of Power, administratively dealing with the contract at the time of such appointments, or if there is no Joint Secretary or he is on leave or is absent from duty or is not available for any reason whatsoever the Director dealing with the contract of such appointment shall be competent to take action in place of Joint Secretary. There will be no objection to any such appointment that the person appointed is a Government servant that has to deal with the matters to which the contract relates, or that in the course of his duties as a Government servant he has expressed views on all or any of the matters in dispute or difference.

(b) In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reasons or his award being set aside by the court of or any reason, it shall be for the Joint Secretary or the Director, as the case may be to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid and the person so appointed will proceed with the reference from the stage at which it was

left by the predecessor. It is also a term of this contract that no person other than a person appointed by the Joint Secretary or Director of the Ministry of Power, as aforesaid shall act as Arbitrator and if for any reason that is not possible the matter shall not be referred to arbitration at all.

(c) Subject as aforesaid the Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modification thereof for the time being in force shall apply to the arbitration proceedings under this clause

(d) Upon every and any reference as aforesaid the assessment of costs of the incidental to the reference and award respectively shall be in discretion of the sole arbitrator

(e) The venue of the arbitration proceedings will be the premises of the Government of India, Ministry of Power, New Delhi or such other place as the Sole Arbitrator may decide

16. Time Limit for reference to arbitration:

(a) If no request in writing for arbitration is made by the contractor within a period of one year from the date of completion of the contract all claims of the contractor under the contract shall be deemed to be waived and absolutely barred and the purchaser, i.e President of India, shall be discharged and released of all liabilities under the contract

(b) The Date of completion of the contract shall mean and include:

(i) the date when the contract is completed i.e. maintenance period of two years after its acceptance.

(ii) In case where the contract is cancelled wholly or partly the date when the letter of cancellation is issued

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