

**Limited Tender for providing Annual Technical Support for ELCOT
website <https://elcot.in>**

Tender No.ELCOT/Telecom/ELCOT website-ATS/2024

due date 12/01/2024

1. Introduction:

Electronics Corporation of Tamil Nadu Limited (ELCOT) is a wholly owned Government of Tamil Nadu Undertaking, registered under the Indian Companies Act, 1956, as a Company with the Registrar of Companies, Tamil Nadu on the 21st day of March 1977. ELCOT was established with the main objective to promote, establish and run State Public Sector Enterprises for Electronic items; manage, supervise, finance, advise, assist, aid or collaborate with any association, firm, company, enterprise, undertaking, institution or scheme for the advancement and development of all branches of IT and IT related industries and business concerns relating to IT. Currently, ELCOT website is running with URL: <https://elcot.in> and with Content Management System (Drupal CMS) to update on latest news, events, announcements, dynamic page contents and photo gallery

This tender is invited for the maintenance of the existing website:

Tender Schedule

a.	Tender No.	ELCOT/Telecom/ELCOT Website-AMC/2024
b.	Type of Tender	Limited Tender
c.	Tendered Items	ATS for ELCOT website
d.	Due Date & Time for Submission of Tenders	12.01.2024 @ 3.00PM
e.	Opening Date & Time	12.01.2023 @ 4.30PM

2. EMD:

a) 1% (one percent) of the total quoted value should be paid as EMD along with the bids. The EMD should be submitted through Demand draft drawn in

favour of Electronics Corporation of Tamil Nadu Limited”, Chennai. (or) through RTGS, The bank details given below.

Name of the Bank & Branch	State Bank of India, Saidapet
SBI –Account No	10610747091
IFSC Code	SBIN000912
MICR No.	600002045

b. If MSME exemption is availed, the copy of the valid MSME certification stating the above services to be enclosed.

3. Tender submission:

Your sealed quotation clearly indicating your TIN / TAN, GST placed in a sealed cover with superscripted as “Tender No. ELCOT/ Telecom/ELCOT website-AMC/2024, due date 12/01/2024” should reach this office address given below on or before 12/01/2024 at 3.00 PM.

The Managing Director
Electronics Corporation of Tamil Nadu Limited (ELCOT)
MHU Complex, II Floor, No.692, Anna Salai
Nandanam, Chennai - 600 035.

4. Security Deposit:

The successful Bidder has to remit a Security Deposit (SD) equivalent to five percent (5%) of the total value of the order, should be paid electronically through your respective internet banking enabled account or NEFT / RTGS to the account of ELCOT given below:

Account Number: 6681528770
Indian Bank, Nandanam Branch, Chennai – 600 035.
IFSC Code: IDIB000N078

The SD shall be paid within 10 days from the date of letter of acceptance (LOA) issued by ELCOT. The SD furnished by the Successful Bidder in respect of the tender will be returned to them after successful fulfillment of contract i.e only after successful completion of the Work Orders issued under this contract. The Security Deposit held by ELCOT, till it is refunded to the Successful Bidder will not earn any interest thereof.

5. **Scope of Work:**

Existing Website is in Bilingual format design W3C compliance residing in server at TNSDC

The following tasks will have to be performed during the ATS period:

- GIGW/W3C guideline bug fixing – Guidelines for the website should be complied during the maintenance period. Necessary Support should be provided and bugs if any should be rectified.
- Content Upload (both Tamil & English)
- Third Party Security Audit-VAPT- Security Audit covering Vulnerability Assessment and Penetration Testing for the website will be carried out through CERT-In empanelled agency and the certificate should be obtained on a periodical basis as required. Necessary support should be provided and bugs if any should be rectified.
- To maintain ELCOT website with 10 static web pages and more than 60 dynamic web pages and also to maintain the further increase of static and dynamic web pages.
- Content modification/links
- Minor updates or modification in the website on a periodical basis as and when comes up.
- Support for browser compatibility is for all major browsers like internet Explorer, Firefox, Chrome, Safari, Microsoft edge, Opera, etc.
- Support for any functional problems in any modules of the website.
- Development and Modification of database, additional queries from the database as required.

a. Onsite Support Resource – As required (manpower) minimum of one person should be deployed at ELCOT for performing content updation and minor changes to

the Website. The resource should provide support for making the changes as per the request.

b. Additional Development - Required number of resources (manpower) should be deployed at ELCOT for developing additional modules and to perform changes to the developed website / application as per the requirement.

c. Training - Training should be given to the identified officials of ELCOT for using the website. Training covers the usage of all the modules developed.

d. Third party Security Audit – (VAPT) – Security audit covering Vulnerability Assessment and Penetration Testing for the Website will be carried out through CERT-In empanelled agency and the certificate should be obtained on a periodical basis as required. Necessary support should be provided and bugs if any should be rectified.

e. GIGW Guidelines and WCAG Certification– WCAG (Web Content Accessibility Guidelines) / GIGW (Guidelines for Indian Government Websites) Guidelines for the Website should be complied during the maintenance period. Necessary support should be provided and bugs if any should be rectified.

6. Tender evaluation and award of work:

The tenders received will be opened on the due date and time, all the price items will be evaluated; the lowest price will be called as L1 price. The L1 price offered bidder will be the successful Bidder, who will be selected for awarding the work.

Negotiations will be conducted with the L1 bidder for improvement in the scope of work and further reduction in price.

7. Payment Terms:

- No advance payment will be made.
- In general, invoices to be submitted along with the GSTR1 form to enable ELCOT to process payment.

- **Towards Annual Technical Support:** 100% Payment would be released on quarterly basis on receipt of bills along with the uptime report.
 - **Towards Onsite support deployment:** Payment for onsite support should be released on a monthly basis on receipt of bills along with attendance certified by ELCOT. The details of EPF remittance made for the manpower deployed at ELCOT for the previous month should be submitted along with the Invoice.
 - **Towards Security Audit:** Payment would be released based on the bill along with the certification obtained from CERTIN agency.
 - Payments for optional components such as additional development, training, onsite support and developer, GIGW Guidelines and STQC Certification will be made based on the concurrence & certification given by ELCOT on successful completion of the work.
 - Optional components will be invoked only if necessary and separate work order will be issued as required.
8. Service Level Agreement (SLA)

Application Availability:

This system needs to be available during normal business hours, Mon-Friday excluding holidays. Normal business hours are: 8:00 a.m.- 5:00 p.m. The application should ensure 98% of availability during the supported hours. It needs to be available for off business hour application processing requirements. This will allow for unplanned down time due to unforeseen events.

Downtimes:

Downtime or outage duration refers to a period of time that a system fails to provide or perform its designed function. Planned downtimes if need arises shall be informed and obtain prior approval from the Department /ELCOT. Cumulative status/logs on the availability of the application for the month to be posted on the designated dashboard.

Penalties will be levied for the application down time i.e if the developer fails to maintain the given uptime percentage.

The mode of Calculation for the Application downtime penalty is given below:

- a. No Penalty: if the guaranteed uptime in a quarter is 98.00 %, No penalty will be levied on the Quarterly Maintenance charges.

#	Penalty Level	Range of acceptance of the performance (in %)	% of charges levied on the charges
A	No Penalty	98%	NIL
B	Level I	97.95 % – 96.50 %	1.0% on charges for every 0.1% depreciation in performance.
C	Level II	96.50% - 95.00%	1.0% on charges for every 0.1% depreciation in performance.
D	Level III	Below 95%	No payment shall be made for the period of such performance

The Developer shall ensure provisioning of all the required services while monitoring the performance of the same to effectively comply with the performance levels. The application needs to be available on 24 x 7 with 99% of availability.

9. Termination of Contract

9.1 Termination for default

- a) ELCOT may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 7 days, sent to the Successful Bidder, terminate the contract in whole or part,
- (i) if the Successful Bidder fails to maintain the specified uptime report mentioned in the tender , or fails to maintain the uptime report or
 - (ii) if the Successful Bidder fails to perform any of the obligation(s) under the contract; or

(iii) if the Successful Bidder, in the judgement of ELCOT, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract or

(iv) Deliver the software inferior to the ordered / accepted specifications.

b) In the event ELCOT terminates the Contract in whole or in part, ELCOT may procure, upon terms and in such manner as it deems appropriate, the software and services similar to those and delivered and the Successful Bidder shall be liable to ELCOT for any additional costs for such similar software. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

9.2 Termination for Insolvency

ELCOT may at any time terminate the Contract by giving written notice with a notice period of 7 days to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to ELCOT.

9.3 Termination for Convenience

ELCOT may be written notice, with a notice period of 7 days sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for ELCOT's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the successful Bidder is not entitled to any compensation whatsoever.

10. Liquidated Damages

Liquidated Damages will be levied as per the uptime report (application availability) submitted by the developer. LD calculated as follows,

#	Penalty Level	Range of acceptance of the performance (in %)	% of charges levied on the charges
A	No Penalty	98%	NIL
B	Level I	97.95 % – 96.50 %	1.0% on charges for every 0.1% depreciation in performance.
C	Level II	96.50% - 95.00%	1.0% on charges for every 0.1% depreciation in performance.
D	Level III	Below 95%	No payment shall be made for the period of such performance

In the event of failure to fulfil the conditions, ELCOT/ TamilNadu Electrical Inspectorate at its discretion may initiate any of the actions indicated below;

- a) Extension of time may be permitted to complete the work.
- b) Additional resources will be requested by ELCOT/ TamilNadu Electrical Inspectorate to complete the work.
- c) Contract may be terminated and new contract may be awarded to other Technically Qualified Bidders at the same tender cost or at higher cost. In case of higher cost, any difference in cost to be incurred in engaging other Bidder may be recovered from the Successful Bidder.
- d) Any other actions as deemed fit and decided by ELCOT/ TamilNadu Electrical Inspectorate in the best interest of the Customer.
- e) Even, if the developer is unable to maintain the specified uptime report, such performance may entail consequential action as may be decided by ELCOT.

11. Dispute Resolution

“Any dispute or difference, whatsoever, arising between the parties to this contract arising out of or in relation to the terms of this contract shall be resolved by the parties

mutually by acting in good faith towards fulfilling the contract and for this purpose the parties mutually agree to furnish or exchange all relevant documents, information and any other material within their special knowledge and thereby conclude their discussions between them / their representatives or officers within a period of time as may be mutually agreed to say the time of commencement of the move to resolve the dispute.

In case, there is a failure in resolving the dispute within the time agreed and in the manner stated supra, the parties shall be at liberty to approach only the Courts in Chennai City which has jurisdiction in the matter.

12. Price-Bid Format:

Mandatory Components

P1: Annual Technical Support Cost

Description (A)	Basic Cost Per year (B)	No. of years (C)	Cost for 3 years D= B*C	GST in % (E)	GST cost (F)=(D*E/100)	Total cost with GST (F) F= (D+F)
Annual Technical Support cost for the existing ELCOT website as per this scope of Work		3				

Note: The rate is obtained for 3 years. As per ELCOT's need, this may be extended.

Optional components

P2: Onsite support

Description (A)	Basic Cost per month (B)	GST in % (C)	GST cost (D) D=(B*C/100)	Total cost with GST (E) E= (B+D)
Deployment of Onsite support person				

Note: Resource will be deployed at ELCOT for performing Content Updation to the Website. The Resource will provide Support for making the changes as per the request. The man months will be calculated as per the requirement and work orders will be issued accordingly.

P3. Additional development

Description (A)	Basic Cost per month (B)	GST in % (C)	GST cost (D) $D=(B*C/100)$	Total cost with GST (E) $E= (B+D)$
Average Man month cost				

Note: Depending upon the requirement, no of man months / man days will be invoked as necessary.

P4. Training

Description (A)	Basic cost of trainer per man day (B)	GST in % (C)	GST cost (D) $D=(B*C/100)$	Total cost with GST (E) $E= (B+D)$
Training for the officials of ELCOT on the web site				
Total (A3)				

P5: Incremental Security Audit

Description (A)	Basic Cost Per year (B)	No. of years (C)	Cost for 3 years $D= B*C$	GST in % (E)	GST cost (E) $(E)=(D*E/100)$
Conducting incremental security audit VAPT(Vulnerability Assessment Penetration Testing) through CERTIN empanelled agency		3			

P6: GIGW Guidelines and WCAG Certification

#	Description (A)	Basic Cost per month (B)	GST in % (C)	GST cost (D) $D=(B*C/100)$
P7	GIGW Guidelines and WCAG Certification			

Note: STQC Certification / WCAG / GIGW Guidelines for the Website will be performed through CERT-In empanelled agency

Note: The man month/man days mentioned in various line items above are only a provision made in the tender. The No of Man months are factored based on the internal estimate. However, these Man month rates are paid based on the actual no of Man months engaged by ELCOT. Also optional components will be invoked when necessary for ELCOT.

Important Note: Tenderer Must Submit this original Tender Document with their Signature, and seal without Missing any of the pages. Price bid must be submitted in the bidder's company letter head.

The tenders received on SPECIFIED DUE DATE & TIME will be opened at ELCOT, 692, Anna Salai, Nandanam, Chennai-600 035 in the presence of the bidders who choose to be present. In sufficient response is not received on the due date of opening. ELCOT reserves its right to extend the due date for submission of tenders inviting more bids or cancel the tender.

Authorized Signatory