

No. 17-6/2006-LAN
Telecom Regulatory Authority of India
A 2/14, Safdarjung Enclave, New Delhi-110 029
Tele-fax: 91-11-2610 3294

Date: - 06.07.2006

PART 1

To

Sub: **Tender Enquiry for Annual Maintenance Contract for TRAI Website**

Dear Sir,

1. Telecom Regulatory Authority of India (TRAI), is pleased to invite bids against this tender enquiry for '**Annual Maintenance Contract for TRAI Website at TRAI Office located at TRAI House, A2/14 Safdarjung Enclave, New Delhi**, as per Comprehensive and Commercial details mentioned in Parts 1, 2, 3 and Annexure 'A' to 'C'.
2. Bidders are requested to submit commercial offer in the enclosed formats **ONLY**.
3. The Bidders are expected to accept all Technical / Commercial terms & Conditions mentioned in the Bid documents. Any deviations in the terms & conditions should be clearly mentioned in 'Technical & Commercial Deviation Sheets' with the justification for the same as per the formats attached. TRAI, however, reserves the right to reject any or all the offers with deviations, (if any). The "Technical Bid" shall contain, company details and compliance statement of terms and conditions, in enclosed form only.
4. The "Earnest Money Deposit (EMD)", "Technical Bid" and "Price Bid" should be sealed in two separate envelopes with "EMD" & "Technical Bid" / "Price Bid" (as applicable), opening date & time duly superscribed on the envelopes.
5. Tenders duly filled in and complete in all respect and in sealed covers should be addressed and submitted latest by 3.00 p.m. on 20th July, 2006 to :-

The Joint Advisor (A&P)

Telecom Regulatory Authority of India
A2/14 Safdarjung Enclave
New Delhi.

After the evaluation of Technical Bid, based upon the information supplied by the Bidders and information already available with TRAI, have been completed, the price bids of the Bidders qualified in the evaluations of Technical Bid shall be opened.

The date, time and venue of opening of price bids shall be communicated to the qualified Bidders of Technical Bid separately.

6. EARNEST MONEY DEPOSIT

The Bidders are required to furnish Earnest Money Deposit (EMD) along with their offer. The EMD, in the form of Demand Draft drawn on any Nationalized Bank favoring Telecom Regulatory Authority of India, New Delhi, payable at New Delhi for Rs 10,000/- (Rs. Ten Thousand Only), shall be submitted along with the Bid.

The EMD of the tenderer will be forfeited if the tenderer misleads TRAI during the course of evaluation of the tender by providing false and misleading information. If a submitting bid party become L1 and is not willing to accept the offer, the "EMD" will be forfeited.

PLEASE NOTE THAT OFFERS NOT ACCOMPANIED BY THE REQUIRED EMD ARE LIABLE TO BE REJECTED.

The EMD of the Bidders shall be released by TRAI after the letter of acceptance of the Order from the successful Bidder is received. The EMD of the successful Bidder shall be released after the Performance Bank Guarantee is received from him.

7. It is the responsibility of Bidders to read all terms & conditions of this tender carefully before filling the tender. Incomplete tender documents / bids not complying with the tender terms shall be rejected. TRAI reserves the right to split or reject any or all the tenders without assigning any reason thereof. TRAI shall not be responsible for any postal delays.
8. Any vagueness/incomplete details in the offer shall make it liable to be rejected as such shortcomings in the offer shall be interpreted as incompetence and disinterest on the part of the tenderer to meet tender requirements. In case the tenderer is not clear on any aspect of the tender specifications, their representative can meet the undersigned at TRAI, after appointment, between 10 am to 4 P.M. on any working day before the date of tender submission to get necessary clarification(s).
9. TRAI is NOT bound to accept the lowest tender. TRAI reserves the right to grant part job also. The unit rates offered by the Bidder shall be valid for any such part order.
10. The tender document consists of total **10** pages including the covering letter (Part 1).

(A. K. Tewari)
Joint Advisor(A&P)

INSTRUCTIONS TO TENDERER

Telecom Regulatory Authority of India is inviting tenders for the Annual Maintenance Contract of the TRAI Website at TRAI Office located at A2/14 Safdarjung Enclave, New Delhi .

1. Offers on original printed sheets of companies' letterhead will only be considered. Offers submitted by fax or in any manner other than specified above shall not be considered. The bids shall exactly be according to the prescribed formats. Modifications/Rewording of formats shall not be acceptable.
2. The tenders in respect of the indicated items should be submitted in two Parts :-
I. EMD and Technical Bid and II. Price Bid.
- 2.1 **The EMD and Technical Bid** should be in a sealed envelope superscribed as '**Technical Bid for Annual Maintenance Contract for TRAI Website**'.
- 2.2 The Technical Bid must contain:
 1. Undertaking from the Bidder - Annexure 'A'
 2. Point-by-point acceptance of Terms and Conditions – As per format given in Annexure 'B'
 3. Any other Terms and conditions from Bidder (Please, note that the terms may or may not be acceptable to TRAI).
 - a. Qualifying Criteria: Bidder must accept all the Term and Conditions.
 - b. The annual turnover of the vendor should not be less than **Rs. 25 Lakhs** for the last three years for undertaking the work of web site hosting, designing and maintenance.

The vendor should enclose the following: -

- Annual Report including Annual Accounts of the company for the last three years
 - PAN number allotted by the income tax Authorities.
 - Service Tax registration certificate
 - c. The tenderer should have presence in the NCR region.
 - d. The tenderer should have prior experience of at least three years in web site hosting, designing and maintenance and should enclose testimonials in support of this.
 - e. The intending bidders as a prerequisite to the qualification process must produce a documentary evidence on aforesaid account and shall submit attested copies of work orders, completion certificates, ITCC for all years, balance sheets for last three years.
- 2.3 **The Price Bid** should be in a sealed envelope superscribed as '**Price Bid for Annual Maintenance Contract for TRAI Website at TRAI Office in New Delhi**'.

The Price Bid shall consist of **nothing else but Prices** as per the blank format enclosed as Annexure 'C' of the tender document and/or enclosed by the Bidder in the Technical Bid.

In no case any terms and conditions or technical deviations or any other amendment shall be included in the Price Bid. **Any additional options, terms etc. shall be ignored** while evaluating the Price Bid.

Both the sealed envelopes containing the EMD & Technical Bid and Price Bids should be put in one outer envelope duly sealed and superscribed as '**Tender enquiry for Annual Maintenance Contract for TRAI Website at TRAI Delhi**'. This envelope should be addressed and submitted latest by **3.00p.m. on 20th July 2006** to :

Joint Advisor (A&P)
Telecom Regulatory Authority of India
A2/14 Safdarjung Enclave
New Delhi

No offer shall be accepted under any circumstances after this date.

The Technical bids shall be opened on 20th July 2006 at 4.00 pm. The price bids of the qualified bidders only shall be opened after evaluating the Technical bids. The date & time of opening of Price Bids shall be communicated to the Bidders separately.

The successful tenderer shall be required to enter into a performance contract with TRAI. The contract that may eventuate from the tender shall be governed by the conditions detailed in the contract. All documentations are required to be in English.

Tender should be filled with neat legible and correct entries. Indistinct figures, erasures and alterations are not permitted in the tender.

Failure to comply with these conditions shall render the tender void. Please cross out any mistakes and rewrite the same and counter sign.

Incomplete tenders, amendments and additions to tender after opening and late tenders are liable to be rejected.

In the event of space in the schedule being insufficient for the required purpose, additional pages may be added. Each such additional pages must be numbered consecutively, and be fully signed by the tenderer. In such cases reference to the additional pages must be made at appropriate places. Cost involved in submitting the bids, attending the tender opening meeting, arrangements for the demonstration /presentation etc shall be borne by the tenderer.

TERMS AND CONDITIONS

1. VALIDITY OF THE OFFER

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

2. RIGHT OF ACCEPTANCE

TRAI does not bind itself to accept the lowest tender.

3. SERVICE AND SUPPORT

The vendor shall provide one full time on site software engineer with qualification of degree/diploma in the relevant field with minimum 2 years of hands on experience and equipped with cell phones at TRAI office as part of the agreement from 9:30 a.m. to 6.00 p.m. from Monday to Saturday. The bidder shall not be allowed to engage Sub-contracters. .

4. RESPONSIBILITIES

Responsibility includes following activities

- a. Incorporating continuous designing and changes/ updations.
- b. Converting documents in PDF and/ or HTML format.
- c. Download option for a specific document request.
- d. Upgrading the existing search with a powerful search engine based on simple text search and digital search index.
- e. Creating and arranging the archives of documents by suitably indexing and numbering.
- f. Suitable combinations of text and picture mode in "About Us" menu in the current web page.
- g. Putting all the documents in a uniform format w.r.t. Colour, size, font etc.
- h. Updating "Hot Links" to various national and international organizations.
- i. Maintaining the web traffic counter to know the user number and number of hits.
- j. Any other work depending upon the necessity
- k. Documents should be uploaded on the same day within one hour of its submission.

- 5.** The bidder shall provide the power of attorney to the person who signs the tender on behalf of the company providing service.

6. PRICES:

The bidders are required to quote as per “**Annexure C**” separately.

The Bidder shall quote the rates in figures as well as words. The amount must be filled in the columns in the schedule. The figures should be clearly written and there should be no overwriting. In case of any difference in the two amounts, the amount mentioned in figures 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 quarter. The payment will be made on quarterly basis i.e. 25% of the Annual Charges in each quarter, subject to the completion of the work and only after the verification of bills complete in all respects and satisfaction of TRAI. If the work hasn't been performed to the satisfaction of TRAI, payments will not be made till the remedial measures are taken.

8. PERIOD OF CONTRACT

The initial contract shall be valid for a period of two years subject to satisfactory fulfillment of the obligation under the contract. TRAI reserves the right to renew the contract on year to year basis on same terms and conditions and rates, provided the performance is found satisfactory.

9. PERFORMANCE BANK GUARANTEE

The successful Bidder is required to submit Performance Bank Guarantee from the Nationalized Bank in favour of TRAI, Delhi in prescribed format for amount equal to 10% of the contract value valid for 12 months from the date of order.

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. TOOLS:

Bidders have to keep the tools to facilitate uninterrupted working condition of the equipments under lock and key space provided by TRAI for day-to-day maintenance activity.

11. SIGNING OF TENDER:

(a)The individual signing the tender (or the documents in connection with it) must specify whether he/she is signing as:

A sole proprietor of the firm, or constituted attorney of such a proprietor.

A partner of the firm, if it is a partnership, in which case he must have the authority to refer to arbitration disputes, if any, concerning the business of the partnership, either by virtue of the partnership agreement or power of attorney.

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)

(b)A person signing the tender form or any part thereof, on behalf of another person, shall be deemed to warrant that he has the authority to bind that person 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.

Each page of the tender form, agreement for purchase and agreement for installation and Maintenance shall be signed and stamped for the purpose of the tender offer.

12. RESULTS OF THE TENDER

Acceptance of the tender shall be communicated by TRAI through fax/courier 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 7 Days of issue of LoI. If the successful bidder fails to furnish acceptance of the Letter of Intent in writing to TRAI within the stipulated time, the EMD shall stand forfeited and TRAI reserves the right to cancel the LoI and award the contract to the next eligible Bidder.

13. GENERAL

- a. TRAI reserves the right for any reduction/increase in the scope of work and the same shall be awarded to the vendor at the same Unit rate as mentioned in their bid.
- b. The tenderer shall also give particulars of the banker(s), for reference to TRAI

14. TERMINATION CLAUSE

If during the contract period the services are not found satisfactorily TRAI reserves the right to terminate the contract by giving one month notice and deduct the amount accordingly.

15. JURISDICTION

All disputes shall be subject to Delhi Jurisdiction only.

UNDERTAKING FROM THE BIDDER

**To,
The Telecom Regulatory Authority Of India,
A2/14 Safdarjung Enclave,
New Delhi-110029**

Dear Sir,

We hereby accept all terms and condition mentioned in 'Tender enquiry for Annual Maintenance Contract for TRAI Website at TRAI Office located at A2/14, Safdarjung Enclave New Delhi .

Regards,

Yours faithfully,

(Authorized Signatory)

(Company Seal)

Date:

ANNEXURE 'B'**Commercial Acceptance Statement**

Clause No	Description	Accepted (Yes/No)	Deviation (If any)
1.	Validity of the offer: 3 months		
2.	Right of acceptance		
3.	Service and Support		
4.	Responsibilities		
4 (a)	Incorporating continuous designing and changes/ updates.		
4 (b)	Converting documents in PDF and/ or HTML format.		
4 (c)	Download option for a specific document request.		
4 (d)	Upgrading the existing search with a powerful search engine based on simple text search and digital search index.		
4 (e)	Creating and arranging the archives of documents by suitably indexing and numbering.		
4 (f)	Suitable combinations of text and picture mode in "About Us" menu in the current web page.		
4 (g)	Putting all the documents in a uniform format w.r.t. Colour, size, font etc.		
4 (h)	Updating "Hot Links" to various national and international organizations.		
4 (i)	Maintaining the web traffic counter to know the user number and number of hits.		
4 (j)	Any other work depending upon the necessity		
4 (k)	Documents should be uploaded on the same day within one hour of its submission.		
5.	Power of attorney		
6.	Prices		
7.	Payment Terms		
8.	Period of Contract		
9.	Performance Bank Guarantee		
10.	Spares and Tools		
11.	Signing of Tender		
12.	Results of the Tender		
13.	General		
14.	Termination Clause		
15.	Jurisdiction		

PRICE BID

The Cost of the Annual Maintenance Charges of TRAI Website is

Rs. _____ only

(Rupees _____ (in words))

- Please indicate whether the rate is inclusive of Service Tax, if not then mention the applicable rate

(Authorized Signatory)

(Company Seal)

Date: