



TRANSFORMERS AND ELECTRICALS KERALA LTD
(A JOINT VENTURE OF GOVT. OF KERALA & NTPC LTD)
ANGAMALY SOUTH PO, ERANAKULAM DIST- 683 573

NOTICE INVITING TENDER (NIT)

BID DOCUMENT NO: TELK/C&M/EDP/WD/170/2018

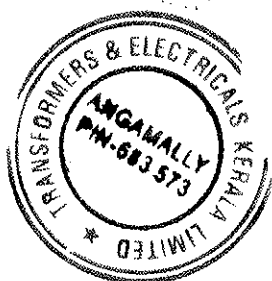
We are pleased to invite competitive tenders in sealed two cover system for Design, Development, Hosting and Maintenance of website with bilingual support (English & Malayalam) strictly as per enclosed tender documents.

Bid Synopsis

1. Name and Address of Owner : Transformers and Electricals Kerala Ltd
Angamaly South. P. O, Ernakulum Dist, PIN- 683573.
2. Name of Project : Design, Development, Hosting and Maintenance of
website with bilingual support (English & Malayalam)
3. Location. : Angamaly, Ernakulam Dist, Kerala
4. Nearest Airport. : Cochin International Airport
5. Accessibility : Site is accessible by road, Rail & Air.
6. Contract Period : One year and extendable for further 2 years
7. Tender document issuing & receiving authority. : Deputy General Manager (C&M)
TELK, Angamaly South P.O.
PIN- 683573,Ernakulam Dist.
Kerala, India
8. Earnest Money Deposit : Rs. 5000/- (Rupees Five Thousand **Only**)

(Vendors having valid MSME certification are exempted from paying EMD subject to submission of valid documentary evidence)

9. Tender Fee: Rs. 500.00 (Rupees Five Hundred Only) (Non Refundable)
10. Last date & time for submission of Bids : 20-06-2018. Time up to 2.00 pm
11. Date and Time of Technical Bid opening : 20-06-2018. Time at 2.00 pm





The following are the tender documents.

Cover 1

- i. NIT to Bid.doc No TELK/C&M/EDP/WD/170/2018 - 2 pages
- ii. ANNEXURE 1: Scope of Work & Special Conditions of Contract (SECTION – SW&SCC) to Bid.doc No TELK/C&M/EDP/WD/170/2018 - 9 pages
- iii. ANNEXURE 2: Qualifying Requirements to Bid.doc No. TELK/C&M/EDP/WD/170/2018 - 1 page

Cover 2

- i. Rate Schedule to Bid.doc No TELK/C&M/EDP/WD/170/2018

Notes:

- (1) Price bid of those bidders who are found qualified as per the details furnished in Cover-I only will be opened.
- (2) Un-priced Commercial Terms & Conditions shall be submitted along with cover I

Yours Faithfully,
For Transformers and Electricals Ltd Kerala


L. KALA

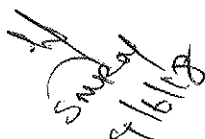
DEPUTY GENERAL MANAGER (C&M)

Angamaly,

09-06-2018



REVIEWED



SCOPE OF WORK AND SPECIAL CONDITIONS OF CONTRACT

1.0 Existing Website- Summary

Presently TELK is having its corporate website - www.telk.com which is developed & hosted in July 2012. Tenders and other corporate documents are being uploaded/downloaded on this website. TELK has a CMS based website with database. It is hosted by the Service Provider on the server at their end. Website contents are being managed by TELK through admin panel provided by Service Provider, however taking the backup and restoring it in the event of any failure is the responsibility of the Service Provider

2.0 Scope of Work

2.1 Broad Scope of Work

TELK is looking for a vendor having necessary infrastructure for developing, hosting & maintaining TELK corporate website

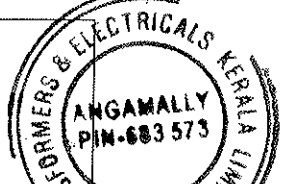
The services required are:

- i. Website Development (English & Malayalam) & Hosting using latest version of open source tools available.
- ii. Maintaining the above services, associated hardware, software and licenses with 24X7 technical supports for a period of 3 years and providing 99.9% uptime.
- iii. All related documentation, uploading of software, files etc for website that are required to switch over from the existing server to the new server, shall be the responsibility of successful bidder. TELK shall provide support through their existing vendor for transfer of data. Specifications of the current website is as provided at Para 1.0 above.

2.2 Infrastructure Requirement for Hosting of Website

The offered solution by the bidder should satisfy the following requirements:

- i. Servers will be procured and maintained by the Bidder for entire period of contract.
 - ii. 24X7 uptime monitoring with 99.9% uptime and availability commitment of services on a monthly basis.
 - iii. Admin Panel for Content Management for entire period of contract.
 - iv. Security Features
- a) The Website server should be having necessary protection from hacking, different kinds of attacks/vulnerabilities.

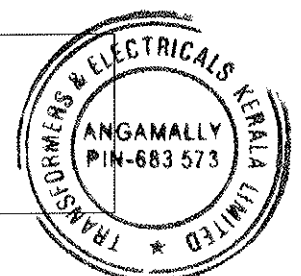
<p>Design, Development, Hosting & Maintenance of website with bilingual support (English & Malayalam) BID DOC NO: TELK/C&M/EDP/WD/170/2018</p>	<p>Annexure 1 : SW&SCC</p>	<p>Page 1 of 9</p>	
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- b) Suitable IT security measures/solutions like firewalls, Intrusion Detection System (IDS), Intrusion Prevention System (IPS) should be available for protection of servers.
- c) The Servers should be integrated with reputed anti-virus software for protection from viruses/spams/malicious attacks.
- d) Vendor must take all precautions to ensure that domain of TELK should ever be blacklisted.
- e) The servers should have an option to increase the storage space, if required.
- f) The Vendor must ensure adequate and redundant bandwidth so that the approach to URL is not queued. There must not be any bottle neck or compromise in services on account of network traffic at peak loads and at any point of time.
- g) All the existing facilities like domain wide feature, dynamic font support etc. which are presently associated with the site shall have to be made available to the clients on new server. Link for all applications being executed through this website must be maintained on the new location.
- h) Vendor to maintain routine daily backup for website files and database. Backup of the website every 24 hours to be maintained by the Vendor. Website restore within 2 (two) hrs in case of any failure.
- i) At the end of the contract period or in the event of termination/cancellation of the contract, the vendor will assist in smooth migration of the website from their servers to that of a new vendor.

2.3 Website Development

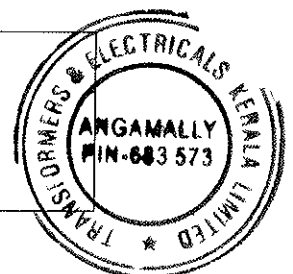
2.3.1 Scope of Work

- a. Development, hosting and maintenance of Dynamic Website with bilingual support (Malayalam & English).
- b. Website would be developed using latest version of open source tools & Database.
- c. Development of Malayalam Version. Content in Malayalam Font will be provided by TELK
- d. Provide an administrative control panel to manage data (both in Malayalam & English) on website from client side
- e. The website should be supported by all the popular and latest web browsers like IE8, Netscape, and Mozilla etc.
- f. Should be a secure website
- g. Search engine friendly website
- h. All items should be appropriately aligned on the pages and layout should be consistent on all the related pages.
- i. All copyrights of the site and content will belong to TELK.



2.3.2 Functionality

1. About Company:
 - a. Profile, Milestones
 - b. Board of Directors
 - c. Vision and Mission
 - d. Awards/Achievements
 - e. Quality & Testing
 - f. Safety & Health Policy/CSR Policy/Annual Report on CSR Activities
2. About Investor
 - a. Corporate Governance
 - b. Shareholding Pattern
 - c. Investor Section
 - d. Independent Directors
 - e. Annual Reports
3. About Products & Service
 - a) Power Transformer
 - b) Current Transformers
 - c) Voltage Transformers
 - d) Transformer Bushing
 - e) Tap Changing Gear
 - f) Rapid Response Department
4. Tenders
 - a) Tender – To View Uploaded Tenders
 - b) Document of Commercial Transactions
5. Marketing
 - a) Domestic Business
 - b) International Business
6. HR & Career
 - a) Over View & Carrier
7. Media Centre
 - a) News
 - b) Gallery
 - c) Media Presence
 - d) Downloads



8. Contact
 - a) Corporate Office
 - b) Key Officials
 - c) Location Map
 - d) Enquiry- General / Customer Service/Training/IVs/Projects
9. Webmail – Link to TELK Corporate webmail
10. Employee Login

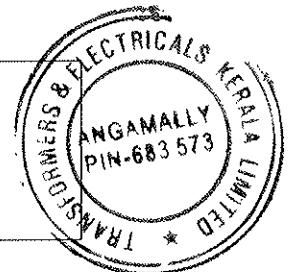
This is an application with login details for each employee to view Provident Fund details - Employee Number & Name, PF No, Date of Birth, Employee Share, Employer Share, and Total Amount & Date of Balance.
11. The site should have a section of E tendering for receiving & opening of Tenders
12. Malayalam Version - Content will be provided by TELK
13. RTI
14. Marquee for TELK News on Home Page
15. Milestone Display
16. Notice Board
17. Suppliers
18. Search
19. Addition or deletion of a tab or page as on our request.

2.3.3 Development & Implementation

- a) After being awarded this assignment the selected bidder will carry out a detailed requirement analysis with TELK, for finalizing the proposed site map and graphical layout of the website. During this phase the functionality of different pages will be determined, with regard to dynamic and static aspects, etc.
- b) Based on the input from preceding phase, the Developer should prepare 3 sample layouts for the website, which should be submitted to TELK for approval. All changes suggestion for the layout would be done by the Developer. Further work should be started only after getting approval. The website should be subsequently launched.

2.4 Hosting of Website

- a. The website is multi-lingual and support for Malayalam fonts must exist in order to host Malayalam version.
- b. Vendor to provide secured access to the website to carryout changes /modifications and copy / upload /downloads files as and when required.
- c. Transfer complete data of existing website i.e. www.telk.com to the new environment. Vendor must carry out the checks to ensure 100% transfer of existing data from existing to new location. It will be the responsibility of the vendor to make the TELK website up and running smoothly.
- d. Provision of E-tendering.
- e. To provide uptime / downtime report on monthly basis.
- f. Website Statistics: The vendor should provide downloadable on-line usage statistics for the website



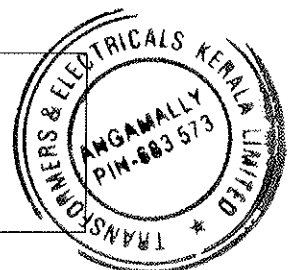
3.0 Eligibility

3.1 Pre – requisites

- a) The Bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described in the tender document.
- b) Supporting documents wherever asked for must be submitted as part of the bid. The bid must be complete in all respects and should cover the entire scope of work as stipulated in the document.

3.2 Eligibility Criterion

SL NO	Eligibility Criteria	Supporting Document
1	The Bidder should be a Company registered under the Companies Act, since the last Three (3) years.	Copy of the Certificate of Incorporation from the office of the Registrar of Companies. Copy of the Audited Profit & Loss Statement for last 3 years may be submitted
2	The Bidder must have successfully completed at least 10 (Ten) projects (Website Development & Maintenance with Bilingual Support – English & Malayalam) in last three (3) years for Companies in Kerala. In Each of the Completed projects, Website Development part must be of value of Rs. 1 Lac or more.	Copy of the following documents: 1)Purchase Order/ Work Order /Agreement signed with the client 2) Client certificate mentioning satisfactory completion of assignments may also be enclosed.
4	Data Centre where services will be hosted must be located in India	Location Details of the Data center where website and mailing services will be hosted.
5	Bidder should have GSTIN	The Bidder shall provide necessary supporting documents
6	The Bidder should not have been blacklisted by any Government department/agencies	The Bidder shall provide an undertaking regarding the same



4.0 Terms and Conditions

4.1 Implementation Period

The complete implementation of the services as per the scope of work shall be carried out within **60** days from the date of acceptance of letter of award by the contractor. In case of any delay, TELK will have the right to recover by way of penalty @ 1% of the contract value per week beyond **60 days** from the date of issue of Letter of award, subject to maximum of 10% of the contract value. In case the delay exceeds 3 weeks TELK reserves the right to cancel the order and forfeit the earnest money deposit (EMD) received from the bidder.

4.2 Rate of the Contract

- a. The price quoted for the project Implementation & Annual Maintenance (per annum) will remain as the same for the whole contract period (1+2 Years).
- b. Website will be under **warranty** period for one (1) year after date of launching the website. The successful bidder shall support for running the website at free of cost during the warranty period (one year).
- c. 2 years maintenance of the website (beyond warranty period) with rectification of errors, addition /deletion or modification/up-gradation of contents.

4.3 Period of Contract

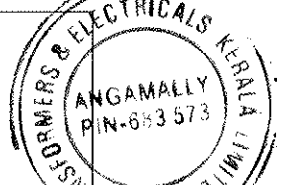
This contract commences on the date the Client commences using Bidders service. This Contract is subject to Three (3) Years term from the date of commencement. Initially contract will be for a period of one (1) year and contract will be renewed /amended yearly after evaluating performance of Bidder for last year and approval from Competent Authority.

4.4 Payment Terms

- Part A: 50 % of Cost of Development & Hosting including Maintenance of website for First year will be made on launching of website
- Part B: Balance 25% for the first year will be made up on successful Completion of first Half Year (Up on Completion of Six Months) .
- Part C: Balance 25% for the first year will be made up on successful Completion of first Year (Second Half Year)
- Part D: After warranty period (1 Year), payment will be Half yearly basis after Successful use of the services in that Half year. Bill will be raised by the service Provider on a half yearly basis

4.5 Failure to agree with the Terms & Conditions of the Contract

Failure of the bidder to agree with the Terms & Conditions of the Contract shall constitute sufficient grounds for the annulment of the award and encashment of PBG.

Design, Development, Hosting & Maintenance of website with bilingual support (English & Malayalam) BID DOC NO: TELK/C&M/EDP/WD/170/2018	Annexure 1 : SW&SCC	Page 6 of 9	
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4.6 Penalty

Bidder should give uptime and availability guarantee of 99.9% across 24X7 on monthly basis for all the services as per Scope of work mentioned in the tender document. The servers hosting website should be under warranty/AMC with respective vendors of the server for ensuring server maintenance and uptime. In case the website and Server availability and uptime falls below the guaranteed level, TELK will impose a penalty at the rate of 2% on quarterly billing amount for every additional 0.1% downtime subject to a maximum of 10% of the value of the quarterly billing amount, beyond which TELK reserves the right to terminate the contract and encash the performance bank guarantee of the contractor. The downtime will be calculated on the monthly basis.

Exclusions:

Downtime due to following situations will not be considered for the purpose of calculation of penalty:

- i. Scheduled maintenance by service provider with prior intimation to TELK
- ii. Force majeure events

4.7 Data Rights

The ownership of any data related to the various services under the purview of this project lies with TELK, during the entire duration of the project. Upon completion of the project and/or termination of the contract, the contractor needs to ensure that complete data is made available to TELK

4.8 Intellectual Property Rights

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods/software or any part thereof, the contractor shall expeditiously extinguish such claim. If the contractor fails to do so and TELK is required to pay compensation to a third party resulting from such infringement, the contractor shall be responsible for the compensation including all expenses, court costs and lawyer fees. TELK will give notice to the contractor of such claim, if it is made, without delay.

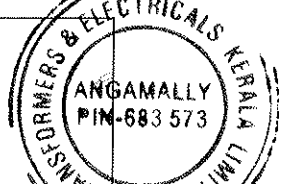
4.9 Termination for Default

TELK may, without prejudice to any other remedy for breach of contract by written notice of default sent to the contractor, terminate the contract in whole or in part:

- a. If the contractor fails to deliver services specified in the contract, or any extension thereof granted by TELK

OR

- b. If the contractor fails to perform any other obligation(s) under the contract

Design, Development, Hosting & Maintenance of website with bilingual support (English & Malayalam) BID DOC NO: TELK/C&M/EDP/WD/170/2018	Annexure 1 : SW&SCC	Page 7 of 9	
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OR

c. For reasons which need not be informed to the contractor.

4.10 Termination for Non-Performance

TELK reserves its right to terminate the contract in the event of contractors repeated failures to provide the services as per tender document.

4.11 Consequences of Termination

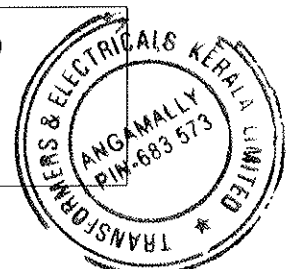
- a. In the event the TELK terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Contractor shall be liable to the TELK for any excess costs for such similar Services.
- b. However, the Contractor shall continue performance of the Contract to the extent not terminated.

4.12 Payment in case of Termination of assignment

- a. In case the engagement is terminated payment will be made as follows: Payment towards services will be made on pro rata basis, for the services, which have been completed & accepted by TELK, after deducting applicable penalty and taxes.
- b. In case of a difference of opinion on the part of the Contractor in comprehending and/or interpreting any clause / provision of the bid Document after submission of the Bid, the interpretation by TELK shall be binding and final on the Contractor.

4.13 Force Majeure

- a. The contractor shall not be liable for penalty, liquidated damages or termination for default, if and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of Force Majeure.
- b. For purposes of this clause, "Force Majeure" means an event beyond the control of the contractor and not involving the contractor and not involving the Bidders fault or negligence and not foreseeable. Such events may include, but are not restricted to, instances of wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes which would have an impact on TELK.
- c. If a Force Majeure situation arises, the contractor shall promptly notify TELK in writing of such conditions and the cause thereof. Unless otherwise directed by TELK, the contractor shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.



4.14 Resolution of Conflicts

- a. TELK and the contractor 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.
- b. If the dispute can't be resolved amicably by direct informal negotiation between TELK and the contractor, then the same shall be referred to a Sole Arbitrator to be appointed by the Managing Director, TELK. The Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modification or re-enactments thereof made till the date of signing of contract, shall apply to the arbitration proceedings.

4.15 Notices

Any notice by one party to the other pursuant to the contract shall be sent in writing by registered post only to the addresses as defined as follows.

TELK:

Manager- IT

TELK, Angamaly South, Ernakulum, Kerala - 683573.

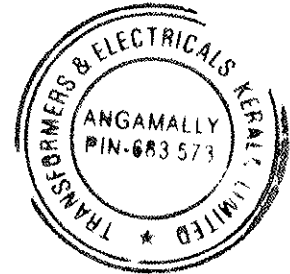
Contractor: Address of Contractor

4.16 Sub Contract

Vendor should not subcontract the project to other parties.

4.17 Termination of Contract

TELK reserves the right to terminate the agreement/contract at any time by providing written notice of termination within 7 days.



Design, Development, Hosting & Maintenance of website with bilingual support (English & Malayalam) BID DOC NO: TELK/C&M/EDP/WD/170/2018	Annexure 1 : SW&SCC	Page 9 of 9
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