

 Adding Value through IT	Electronics Corporation of Tamil Nadu Limited
Limited Tender	
	Revamping of existing RoW Portal as per Indian Telecom Right of Way rules 2024 (Phase 1) Tender Ref. ELCOT/PPBF/LT/33939/ Revamping of existing RoW Portal(Phase 1) /2025-2026
	Tender Document

Table of Contents

<u>1.Tender Schedule</u>	<u>3</u>
<u>2. Introduction</u>	<u>4</u>
<u>3. Due Date and Time:</u>	<u>4</u>
<u>4. Bid submission:</u>	<u>4</u>
<u>5.Mode of Evaluation & awarding of contract :</u>	<u>4</u>
<u>6.Validity of the Tender:</u>	<u>5</u>
<u>7.Liquidated Damages (LD):.....</u>	<u>5</u>
<u>8. Penalty for Non-Fulfilment of Tender:</u>	<u>5</u>
<u>9.Blacklist:</u>	<u>5</u>
<u>ANNEXURE - I: TECHNICAL REQUIREMENTS.....</u>	<u>7</u>
<u>ANNEXURE-II SCOPE OF WORK</u>	<u>10</u>
<u>ANNEXURE- III: LETTER OF UNDERTAKING</u>	<u>15</u>
<u>ANNEXURE-IV: BIDDER’S COVERING LETTER</u>	<u>17</u>
<u>ANNEXURE-V: MODEL FORM OF CONTRACT</u>	<u>19</u>
<u>ANNEXURE –VI: PRICE BID</u>	<u>28</u>

1.Tender Schedule

1	Tender inviting Authority, Designation and Address	The Senior Vice President-Client Relations & Facilitation ELCOT, II Floor MHU Complex 692, Anna Salai, Nandanam, Chennai-600035. e-mail: md@elcot.in and itpdelcot@elcot.in URL: www.elcot.in
2	Tender Accepting Authority	The Managing Director, ELCOT
3	A) Name of the Work	Revamping of existing RoW Portal as per Indian Telecom Right of Way rules 2024 (Phase 1)
	B) Tender reference	Tender Ref. ELCOT/PPBF/LT/33939/ Revamping of existing RoW Portal(Phase 1) /2025-2026
4	Due Date, Time and Place of submission of Tender	02.05.2025 @ 11.00 AM at the address mentioned in SI.No.1 above.
5	Date, Time and Place of opening of the Price Bid	02.05.2025 @ 11.15 AM at the address mentioned in SI.No.1 above.

2. Introduction

Electronics Corporation of Tamil Nadu Limited (ELCOT) is a wholly owned Public Sector Undertaking of the Government of Tamil Nadu, registered under the Companies Act, 1956. It was established on March 21, 1977, and serves as the Optional Procurement agency of the Government of Tamil Nadu for procurement of IT related products like Computers, Printers, Other Peripherals and Software as per G.O. Ms. No. 58, Finance (BPE) Department, Dated 16.02.1999. ELCOT floats this tender inviting bid for the "Revamping of existing RoW Portal as per Indian Telecom Right of Way rules 2024 (Phase 1)"

3. Due Date and Time:

The sealed Bids shall be submitted "ELCOT, MHU Complex II Floor, 692, Anna Salai, Nandanam, Chennai-600035" on or before 30.04.2025 on 11.00 AM. The Bids received after due date and time will be summarily rejected.

4. Bid submission:

The Price Bids shall be submitted in separate covers duly sealed, super scribed with " Tender Ref. ELCOT/PPBF/LT/33939/ Revamping of existing RoW Portal (Phase 1) /2025-2026" and shall be submitted before the due date and time. Bids will be opened on 30.04.2025 on 11.15 AM. The address of the Bidder should be clearly written on the cover. The tender document in full should be signed by Authorized Signatory with seal as a token of accepting all the conditions stipulated in the tender document. The Price Bid should be duly filled, sign and sealed. Partial quote is not allowed.

5.Mode of Evaluation & awarding of contract :

- On due date and time, the Price Bids will be opened and evaluated. The Price Bid should include all expenses towards this assignment.
- All the price components and taxes indicated in the Price Bid will be taken up for the Price Bid evaluation as per the Tamil Nadu Transparency in Tender Rules 2000 with latest amendments.
- All Price Bid components will be taken for evaluation. The lowest Price will be

called as L1 price. The Other price components will be excluded from the evaluation. All the prices will be negotiated and finalized. The Optional components will be invoked when necessary.

- The price will be tabulated and the Bidder, who quoted the L1 price, will be called as L1 Bidder and they will be awarded work for that particular component.
- The Bidder/developer, who is selected for awarding the work, will be called as Successful Bidder.
- Successful bidder has to enter agreement/Contract with ELCOT (as per ANNEXURE V) within 7 days from the date of Work order.

6.Validity of the Tender:

The prices are to be kept valid for acceptance for 90 days from the date of opening of the price bid.

7.Liquidated Damages (LD):

Liquidated Damages will be levied at the rate of 0.5% per week on the total contract value subject to a maximum of 2% for non-fulfilment of Project Timeline and Implementation Schedule. If the Bidder fails to execute the work order beyond the period of 15 weeks, an additional 5% Liquidated Damages will be imposed on the order value, in addition to cancellation of orders/termination of contract.

In the event of failure to fulfil the conditions, ELCOT at its discretion may initiate any further course of actions.

8. Penalty for Non-Fulfilment of Tender:

A penalty will be levied at the **rate of 1% of the total contract value** in the event of non-fulfillment or non-observance of any of the Tender conditions stipulated in the tender document, Agreement & Terms and Conditions of the Work Order, at the discretion of ELCOT **subject to a maximum of 5%.**

9.Blacklist:

Any Bidder who is blacklisted in ELCOT will not be eligible to bid for tenders in ELCOT, as per the conditions of blacklisting. In case show cause notice has been issued by ELCOT for poor performance, then ELCOT reserves the right to reject the bid submitted by such Bidder.

ANNEXURE - I: TECHNICAL REQUIREMENTS

1. Compliance with Open Standards:

The proposed solution shall be compliant with industry open standards, wherever applicable. This will apply to all the aspects of solution including but not limited to design, development, security, installation, and testing. The list of standards is indicated for reference but may not to be treated as exhaustive:

Portal (Web pages) development	W3C standards
Information access / transfer protocol	SOAP/REST, HTTP/HTTPS
Interoperability	Web services open standards
Workflow Standards	BPEL 2.0 and BPMN 2.0
Digital Signature	RSA standards
Document encryption	PKCS specifications
Secure communication	SSL protocol, TLSv1.2 and above
Information security	ISO 27001
Documentation	IEEE/ ISO/ CMMi specification

The coding and documentation should be compliant with the Government of India standards for quality of software and services, which is available at www.egovstandards.gov.in. The proposed solution stack shall have the capability to support major web browsers (i.e. Microsoft Edge, Mozilla Firefox, Chrome, etc.) with a minimum of one version of backward compatibility from the last version release, and also compatible with prevalent mobile browsers. The application should be **designed as responsive** to mobile, desktop, laptop and tablet.

Architecture should be built on Internet involving n-Tier and should not be based on any proprietary standards. The Application should be developed using web-based technology and run independently of Operating System and web browsers at the client end. The solution should support complete scaling and growth without performance deterioration. **Architecture should support**

multi-tenancy and should be compatible to host in a cloud environment.

2. Solution Architecture:

The list of solution stack standards is indicated for reference but may not to be treated as exhaustive:

1	Server OS	CentOS / Linux Suse / Ubuntu / RHEL / Fedora
2	Back end	MySQL / Postgre SQL
3	Front end	PHP / Java / J2EE (Open source preferred) / Angular / React JS/ .Net Core or any open-source alternate
4	Frame Work	MVC Frame Work / Drupal / Joomla/ Word press / Lifer- ay or any prevalent CMS (Open source preferred) or any open-source alternate

3. Security:

The architecture should provide an end-to-end security model that protects data. Unauthorized access to the application, database, servers and network should be prevented. System should incorporate **Audit trail system**. Any sensitive information should not be captured/printed in log, console.

The Successful Bidder should take regular backup of the audit trail, log files and store it in secured place. The Successful Bidder should ensure that all the new patches related to software applied/installed successfully. All the internal/external communication must be done over HTTPS protocol. **It is the Successful Bidder's responsibility to deploy the application over HTTPS protocol. Any attempt to access the application over HTTP must be redirected to HTTPS.**

The Successful Bidder has to provide the following:

- Tools for control and monitoring Website security

- Protection against defacement, hacking
- Design should incorporate security features to protect the site from Session Hi-jacking, SQL injection, Cross scripting, Denial of Service etc.

4. System roles and responsibility:

Controls have to be incorporated to ensure that the database is not tampered. The response time to open / load a page should be less than 10 seconds. The time taken to complete a transaction to submit an application should not be more than 4 seconds.

5. Database Control and Integrity:

At all the times, the Successful Bidder alone, shall be responsible for maintaining the database and ensuring its integrity of the system implemented in ELCOT. This includes periodical security audits and backup operations. All the sensitive information stored in database must be in encrypted format.

6. Review and Monitoring:

The Successful Bidder should be accountable to ELCOT for the successful implementation of the software solution. ELCOT will hold scheduled periodical review meeting. The Successful Bidder should report the progress to ELCOT during the review meeting and adhere to the decisions made during the review meeting.

ANNEXURE-II SCOPE OF WORK(Phase 1)

Clauses indicated from "Indian Telecom Right of Way rules 2024"

(1) User Creation and Form Creation

(a) User Creation

1. Login credentials have to be created for Public Entity and Facility Provider
2. Public entity mapping based on hierarchy
3. Profile of the Facility Provider has to be submitted for creation of user details
4. Appointment of nodal officer by Public entity within 30 days and replacement of officer within a period of 7 days if any change

(b) Form Creation

- (i) Creation of Forms for Overground (OFC, Mobile Tower, Micro cell, Poles) and underground Infrastructure (OFC)
- (ii) Form for Underground Telegraph infrastructure has to be activated as per clause 6(3)
- (iii) Form for Overground Telegraph infrastructure has to be activated as per clause 8(3)

(c) One Time Administrative Charges

10% of one time administrative charges has to be paid at the time of submission of application and balance 90% after grant of permission

(i) One Time Administrative Charges for underground telegraph (clause 6.4 and schedule- Part-1)

(ii) One Time Administrative Charges for overground telegraph (schedule- Part-1)

(2) Grant of Permission for survey

Common for overground and underground (clause 6.2 and 8.2)

(i) Facility provider submits an application in the portal seeking permission for site survey alongwith the site details

(ii) public entity examines the application and within 7 days of receipt of application, grant permission for such survey without collecting any fee

(3) Seeking clarification by Public Entity to Facility Provider (clause 7.1)

Common for overground and underground

- (i)After receipt of application, Public Entity examines the application and can seek clarifications
- (ii)Seeking clarification can be sought within 30 days of receipt of application and all the queries only once

(4) Grant of Permission by Public Entity (clause 7.1)

Common for overground and underground

(i)Permission has to be granted within **67 days of** receipt of applications

(ii)For Underground telegraph infrastructure, authority should have the provision to ensure the following

(a)area is length of duct multiplied by the diameter of the duct multiplied by the number of ducts

(b)specify whether the permission is subject to the undertaking and bank guarantee for restoration of property or compensation for any damage

(c) specify other condition as per clause 7.2(c)

(iii)For Overground Telegraph Infrastructure, authority should have the provision to ensure the following (clause 9.2)

(a) area of the overground telecommunication network shall include the mobile tower as well as supporting infrastructure on the ground, including the base transceiver station and engine alternator

(b) specify the amount of compensation to be paid as per Part-3 of schedule

(c) specify other condition as per clause 9.2(c)

(iv) Alert message for the application to the District Official if 30 days lapsed

(v)Deemed Approval(clause 7.5 to 7.7)

(a)Application to get deemed approval if public entity does not grant permission or reject the application **within 67 days**

(b) system generated deemed permission shall be automatically uploaded on the portal.

(c)The Public entity shall have provision to generate through the portal, the terms and conditions of such deemed permission within a period of seven days

(5)Compensation

(a)Underground Telegraph infrastructure

(i)Facility Provider should have provision to specify whether property shall be restored as existed before or pay compensation as per Part-2 of Schedule**(clause 7.8)**

(ii) Bank Guarantee submission and return(clause 7.9 and 7.10)

(a)Applicant to provide the details of Bank Guarantee and upload the document copy(Part-2 of schedule)

(b)Authority to Check if the RoW Fee payment is made & BG is uploaded

(c)On verification, permission to be granted

(d) After restoration of the network, Applicant has to submit completion certificate and authority has to return BG within 30 days of submission of completion certificate

(b)Overground Infrastructure

(i)Compensation as per Part-2 of Schedule **(clause 9.8)**

(6)Rejection of application (clause 7.3 to 7.5 and 9.3 to 9.5)

(i)Public entity shall have provision to upload the reason for rejection in the portal within 45 days only

(ii)Facility Provider should be given 15 days time for response to the reason

(iii)After the lapse of above said timeline, public entity shall either accept or reject the application within 7 days

(iv) decision of rejection has to be uploaded within 7 days in the portal

(7) Usage of street furniture for installation of small cells and telecommunication line (Clause 11)

- (i) Provision to be enabled to Facility Provider to submit application for installation of small cells as per clause 11.1(a) to (c)
- (ii) Provision to be enabled to Facility Provider to submit application for multiple sites and request single permission (clause 11.2)
- (iii) Compensation to be levied as per Part-3 of schedule
- (iv) Provision to be enabled for Public entity to levy charges for power consumption (clause 11.9)
- (v) Facility Provider should have provision to either restore the damage or pay compensation as agreed with the Public entity (clause 11.10)

(8) Other than Public Property (Clause 15)

- (i) Facility Provider shall enter into agreement
- (ii) Certificate from Structural Engineer authorized by Authority has to be uploaded
- (iii) Intimation to the authority prior to the commencement and no fee required

(9) Common Duct and Cable Corridor

- (i) Provision to be enabled to make facility provider to submit application for purpose of installation of telecommunication network through such common duct or conduit or cable corridor established in such project
- (ii) Provision to be enabled to submit application along with the documents mentioned in clause 17(2)(a) to (d)
- (iii) Charges to be enabled as per clause 17(3)

(10) Payment Gateway Integration

- (i) One Time Administrative charges has to be paid to Greater Chennai Corporation, Rural Development and Panchayat Raj and Commissionerate of Municipal Administration
- (ii) Payment Gateway has to be integrated with the above 3 Head of Accounts

(11) Reports Generation

Following reports have to be generated for tracking purpose

- (i) Daily pendency Report (District wise)
- (ii) Local Body fee
- (iii) Deemed Approval count
- (iv) TDS
- (v) survey approval
- (vi) issued Work Order

(12) Related enhancements

- (i) 5G working Committee has been constituted. After the committee meeting 5G forms have to be activated and GIS mapping to be done
- (ii) Rejected applications have to be mapped to the resubmitted applications
- (iii) PAN based registration and compliance Dashboard for BRAP requirements

Other Scope:

1. Bidder/Developer shall adhere to the project timelines and scope of work mandatorily.
2. Necessary Training shall be imparted to the District officials, once the portal is up & running. SOP shall be formulated and uploaded in Portal.
3. One year free support shall be offered by the bidder/Developer from the date of Go-live.

ANNEXURE- III: LETTER OF UNDERTAKING

To

The Managing Director

Electronics Corporation of Tamil Nadu Limited

692, Anna Salai, MHU Complex, II Floor,

Nandanam, Chennai-600035

Sir,

Sub: Revamping of existing RoW Portal as per Indian Telecom Right of Way rules 2024 (Phase 1)

Ref: **Tender Ref. ELCOT/PPBF/LT/33939/ Revamping of existing RoW Portal(Phase 1) /2025-2026**

I / We ----- have gone through the Terms and Conditions, Scope of Work and will abide by them as laid down in the Tender Document fully in all aspects failing which, suitable actions can be taken as applicable in the tenders.

I / We ----- hereby confirm that our Company has not been blacklisted by any State Government/ Central Government/ Public Sector Undertakings during the last three years. I / We also hereby confirm that our EMD/SD has not been forfeited by any State Government / Central Government / Public Sector Undertakings during the last three years due to our non-performance, non-compliance with the tender conditions etc.

I / We ----- hereby declare that all the particulars furnished by us in this Tender are true to the best of my/our knowledge and we understand and accept that if at any stage, the information furnished is found to be incorrect or false, we are liable for disqualification from this tender and also are liable for any penal action that may arise due to the above.

I / We _____ certify that I / we, am / are liable and responsible for any disputes arising out of Intellectual Property Rights.

In case of violation of any of the conditions above, I / We understand that I / We are liable to be blacklisted by ELCOT for a period of three years.

Yours faithfully

For _____

Name, Signature

Designation

Seal

Note:

- 1) Declaration in the company's letter head should be submitted as per format given above.
- 2) If the bidding firm has been blacklisted by any State Government / Central Government / Public Sector Undertakings earlier, then the details should be provided.

ANNEXURE-IV: BIDDER'S COVERING LETTER

(Letter should be submitted in Bidder's Letter Head)

Date:

To

The Managing Director

Electronics Corporation of Tamil Nadu Ltd

MHU Complex, II Floor

692, Anna Salai

Nandanam, Chennai-600035

Dear Sir,

Sub: Revamping of existing RoW Portal as per Indian Telecom Right of Way rules 2024 (Phase 1)

Ref: **Tender Ref. ELCOT/PPBF/LT/33939/ Revamping of existing RoW Portal(Phase 1) /2025-2026**

1. I / We have examined the Tender Document for Revamping of existing RoW Portal as per Indian Telecom Right of Way rules 2024 (Phase 1) as specified in the Tender. We undertake to meet the requirements and implement the solution and render services as required and are set out in the Tender document.
2. I / We attached our Price Bid as required by ELCOT and our proposal is in full conformity with the said Tender.
3. I / We have read the provisions of Tender and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our response shall not be given effect to.
4. I / We undertake, if our Bid is accepted, to adhere to the scope of work as specified in the Tender or such modified plan as may subsequently be agreed mutually.
5. I / We agree to unconditionally accept all the terms and conditions set out in the Tender document and also agree to abide by this Bid

response for a period as mentioned in the Tender from the date fixed for bid opening and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this Bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and ELCOT.

6. I / We affirm that the information contained in the Technical Bid or any part thereof, including its exhibits, schedules, other documents and instruments delivered or to be delivered to ELCOT is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead ELCOT as to any material fact.
7. I / We agree that ELCOT is not bound to accept the lowest or any Bid you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the service specified in the bid response without assigning any reason whatsoever.
8. It is hereby confirmed that we are entitled to act on behalf of our company/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Authorized signatory:

Name of the Authorized Person:

Designation:

Name of Bidder:

Seal of Bidder:

ANNEXURE-V: MODEL FORM OF CONTRACT

(To be executed in Rs.100/- Non-Judicial Stamp Paper bought in Tamil Nadu by the Successful Bidder)

(No figures in numerals or words shall be filled up in this sample form at the time of submission of Tender)

This Contract is entered into this.....day of.....2025 at Chennai

BETWEEN

Electronics Corporation of Tamil Nadu Limited, a wholly owned Government of Tamil Nadu Undertaking, registered under the Indian Companies Act,1956 and having its Registered Office at 692, IInd Floor, MHU Complex, Anna Salai, Nandanam, Chennai – 600 035 herein after referred to as “**ELCOT**” (which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the First part.

AND

.....a company having its Registered office at, hereinafter referred to as the Developer / Software Agency (which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the Second part.

Whereas ELCOT hereinafter referred to as the CUSTOMER, invited a Tender towards Ref: **ELCOT/PPBF/LT/33939/ Revamping of existing RoW Portal(Phase 1) /2025-2026**, Whereas ELCOT and the Developer / Software Agency, in pursuance thereof have arrived at the following terms and conditions:

1. This Contract shall remain in force from the date of signing of this Contract /date of Go live, for a period of 1 year, whichever is later.
2. ELCOT may terminate this contract at the risk and cost of the Developer / Software Agency where the Developer / Software Agency is in material breach of the terms and conditions of this contract and fails to remedy that breach on 7 days written notice from ELCOT. Termination of this contract by ELCOT will not relieve Developer / Software Agency of its liability as agreed. Taxes and statutory details are applicable as per the rate prevailing at the time of billing provided the work order is issued as per the tender approval.
3. The Developer / Software Agency agrees to complete the project deliverables specified as per the tender within the stipulated period prescribed at the rates indicated in the ANNEXURE to this contract. These rates are firm and are not subject to enhancement. The schedule is subject to change depending on the prioritization and phasing as to be decided by the CUSTOMER. In such an event, a revised schedule will be arrived. Taxes and statutory details are applicable as per the rate prevailing at the time of billing provided the work order is issued as per the tender approval.
4. The following documents shall be deemed to form and bread and construed as part of this Contract.
 - a) Tender Document in full published by ELCOT.
 - b) Corrigenda, Clarifications and Amendments issued by ELCOT for the Tender document.
 - c) Bid received from the Developer / Software Agency.
 - d) Detailed proposal and final offer of the Developer / Software Agency.
 - e) Work Order(s) issued by ELCOT.
 - f) Correspondence made by ELCOT to the Developer / Software Agency from time to time during the period of the contract.

- g) Wherever the offer conditions furnished by the Developer / Software Agency are at variance with conditions of this contract or conditions stipulated in the tender document, the later shall prevail over the offer conditions furnished by the Developer / Software Agency.

4. Liquidated Damages (LD):

Liquidated Damages will be levied at the rate of 0.5% per week on the total contract value subject to a maximum of 2% for non-fulfilment of delivery schedule. If the Bidder fails to execute the work order beyond the period of 15 weeks, an additional 5% Liquidated Damages will be imposed on the order value, in addition to cancellation of orders/termination of contract.

In the event of failure to fulfil the conditions, ELCOT/ Customer 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/ Customer 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 Developer / Software Agency.
- d) Any other actions as deemed fit and decided by ELCOT/ Customer in the best interest of the Customer.
- e) Even, if the delivery is not complete in full beyond this period, such performance may entail consequential action as may be decided by ELCOT.

The Contractor any part share of interest in it shall not be transferred or assigned by the Developer / Software Agency directly or indirectly to any person or persons whomsoever without the prior written consent of ELCOT.

5. Penalty for Non-Fulfilment of Tender:

A penalty will be levied at the **rate of 1% of the total contract value** in the

event of non-fulfillment or non-observance of any of the Tender conditions stipulated in the Agreement, Terms and Conditions and Work Order at the discretion of Customer **subject to a maximum of 5%.**

6. Total Penalty Cap:

The total penalty cap including Liquidated Damages and penalty for non-fulfillment of the Tender conditions would be 10% on the total value of the work order.

7. Project Timeline and Implementation Schedule:

Revamping of RoW portal shall be completed within the period of 30 Days from the date of issuing of Work Order as tabulated below:

#	Key Deliverables	No. of Days	Activity Code	Responsibility
1	Issuing of Work Order for revamping of RoW portal		T	ELCOT
2	revamping of RoW portal - SRS submission	T + 3 Days	T1	Successful Bidder
3	Design and Development	T1 + 15 Days	T2	Successful Bidder
4	User Acceptance Test	T2 + 3 Days	T3	ELCOT
5	Security Audit (VAPT Certification)	T3 + 5 Days	T4	Successful Bidder / ELCOT
6	Pilot Testing & Hosting at TNSDC	T4 + 2 Days	T5	Successful Bidder / ELCOT
7	Go-Live	T5 + 1 Day	T6	Successful Bidder / ELCOT

8. Payment Clause:

No advance payment will be made and stage-wise/Milestone payment will be released against the submission of original invoice along with certification from ELCOT after deducting the LD/Penalty if any:

S.No	Payment Milestone- Revamping of RoW portal	Percentage of Payment
1	SRS validation and sign off	20%
2	UAT Sign Off	30%
3	Pilot Testing	10%
4	Successful Go Live	30%
5	Exit Management	10%

9. Intellectual Property Rights (IPR):

The ownership and IPR of the deliverables made under this tender would always rest with ELCOT. The ownership and IPR of the Proprietary tools and/or other tools used by the Bidder or third party or parties for the purpose of making the deliverables would always be rest with the respective parties. The Bidder shall disclose such tools to be used under this tender to ELCOT.

10. Force Majeure:

- a) In the event of either party being rendered unable by force majeure, to perform any obligations required to be performed by them, under the agreement, the relative obligations of the party affected by such force majeure shall upon notification to the other party is suspended for the period during which such cause lasts.
- b) The term “force majeure” as employed herein shall mean act of God, war, civil riot, fire, flood and Acts and Regulations of Government of India and or State of Tamil Nadu, which prevents the performance by the parties to this agreement.
- c) Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 7 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.
- d) In the event of ELCOT satisfied with the reasons provided as aforesaid, it

will inform in writing that the time for performance of relative obligations is suspended for such period.

11. Service Level Agreement (SLA):

Portal Availability:

This portal needs to be available during normal business hours, in all days. Normal business hours are 08:00 am - 06:00 pm. 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 Outrage 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 ELCOT. Cumulative status/logs on the availability of the application for the month to be posted on the designated dashboard. Penalties will be for the application down time i.e if the developer fails to maintain the given uptime percentage.

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

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

S.No	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.

12.EXIT CLAUSE

- a) At the time of expiry of contract period, as per the contract between the parties, the Developer should ensure a complete knowledge transfer by the successful bidder to the new professional replacing them within a period of 2 weeks.
- b) The Developer at the time of exit process will supply the following.
 - 1) All information relating to the work rendered.
 - 2) Project data and confidential information.

All other information including but not limited to documents, records and agreements relating to the services reasonably necessary to ELCOT

13. Termination of Contract:

13.1 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 Developer / Software Agency, terminate the contract in whole or part,
- b) If the Developer / Software Agency fails to deliver any or all of the goods within the time period(s) specified in the Contract, or fails to deliver the items as per the Delivery Schedule or within any extension thereof granted by ELCOT or

- c) If the Developer / Software Agency fails to perform any of the obligation(s) under the contract or
- d) If the Developer / Software Agency, in the judgment of ELCOT, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
- e) In the event of ELCOT terminating the Contract in whole or in part, ELCOT may procure the services upon terms and in such manner as deems appropriate at the risk and cost of the defaulting Developer / Software Agency and the Developer / Software Agency shall be liable to ELCOT for any additional costs for such services. However, the bidder shall continue the performance of the contract to the extent not terminated.

13.2 Termination for Insolvency

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

13.3 Termination for Convenience

ELCOT may by written notice with a notice period of 7 days sent to the Developer / Software Agency, 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 Developer / Software Agency is not entitled to any compensation whatsoever.

14. Dispute Resolution:

- a) "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.

- b) 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.

15. Legal Jurisdiction:

Subject to the above, the Courts at Chennai only shall have jurisdiction in this matter. In Witness where of the parties hereto have signed on the day, month and year above written in the presence of:

	For and on behalf of Electronics Corporation of Tamil Nadu Limited		For and on behalf of
Witness:		Witness:	
Witness:		Witness:	

ANNEXURE –VI: PRICE BID

Tender Ref. ELCOT/PPBF/LT/33939/ Revamping of existing RoW Portal(Phase 1) /2025-2026

S.No	Description	Basic Cost (in Rs.)	GST		Total Amount with GST (in Rs.)
			In %	In Rs.	
		A	B	C=A*B /100	D=A+C
1	Cost for revamping of RoW portal (Phase1) with 1 year free support				
2	ATS for 2 nd year				
3	ATS for 3rd year				
	Total Cost				

Note: Partial bid is not allowed. Bidder shall quote for S.No.1 to 3. Failing which the bids are liable for rejection.