

 <p>ELCOT Adding Value through IT</p>	Electronics Corporation of Tamil Nadu Limited
Limited Tender	Development of New Features in Right of Way Portal
	Tender Ref: ELCOT/ Telecom/LT /33809/Row-Phase 4/2024-25
	<p>ELECTRONICS CORPORATION OF TAMIL NADU LIMITED No.692, MHU Complex, Nandanam, Anna Salai, Chennai - 600 035. Tel No: +91-044-66401400 Email: telecom@tn.gov.in Website: www.elcot.in</p>

Table of contents

Table of contents	2
<u>1. Due Date and Time</u>	4
<u>2. Bid submission</u>	4
<u>3.Place of Tender Submission</u>	5
<u>4.Validity of the Tender</u>	5
<u>5.Opening of the Tender</u>	5
<u>6.Tender Evaluation:</u>	5
<u>7.Price Negotiation:</u>	6
<u>8.Release of work Order:</u>	7
<u>Annexure-2 Covering Letter</u>	20
<u>ANNEXURE-3: MODEL FORM OF CONTRACT</u>	22

1.Tender Schedule

ELECTRONICS CORPORATION OF TAMIL NADU LIMITED (ELCOT)

1	Tender inviting Authority, Designation and Address	The General Manager(Telecom) ELCOT, II Floor MHU Complex 692 Anna Salai, Nandanam, Chennai-600035. e-mail: telecom@tn.gov.in URL: www.elcot.in
2	Tender Accepting Authority, Designation and Address	The Managing Director ELCOT, II Floor MHU Complex, 692 Anna Salai, Nandanam, Chennai-600035. e-mail: md@elcot.in URL: www.elcot.in
3	A) Name of the Work	Development of New features in RoW portal.
	B) Tender reference	ELCOT/ Telecom/LT/ 33809/Row-Phase 4/2023
4	Tender submission	Single Part Tender comprising of Price Bid should be submitted at ELCOT office
5	Due Date, Time and Place for the submission of the Tender online	On 22/07/2024 @ 03.00 PM
6	Date, Time and Place of opening of the Bids	On 22/07/2024 @ 04.00 PM at the address mentioned in Row(1) above
7	Earnest Money Deposit (EMD)	Rs.9,000/- (Rupees Nine Thousand Only) should be paid electronically through their respective internet banking enabled account or NEFT/RTGS to the account of ELCOT. Account Number: 10610747091 State Bank of India, Saidapet. IFSC Code: SBIN000912 MICR No:600002045 EMD is waived off for the bidder having valid MSME/NSIC/SSI for the relevant Category

2. Introduction

Electronics Corporation of Tamil Nadu Limited (ELCOT), a wholly owned Government of Tamil Nadu Undertaking is the Optional Procurement Agency of the Government of Tamil Nadu for procurement of IT related Hardware and Software products as per G.O. Ms. No.58 of Finance (BPE) Department dated 16.2.1999 with latest amendments. ELCOT is procuring various IT related Hardware and Software products for all the State Government Departments / Boards / Autonomous Bodies, etc. As part of the Telecom activities, ELCOT invites Bids for **development of New features in Right of Way (RoW) portal.**

Short Titles used in the Tender Document:

- 1) **Bidder:** Bidder means the party who makes a formal offer in pursuance of the tender floated.
- 2) **Successful developer:** Successful developer means the Bidder who becomes successful through the tender process.
- 3) **Day:** A day means a calendar day.
- 4) **User Purchaser** means the end-user for whom the portal is indented through the tender.

3. Due Date and Time

The sealed Bids should reach “ELCOT, MHU Complex II Floor, 692, Anna Salai, Nandanam, Chennai - 600035” on or before 22/07/2024 at 03.00 P.M. The Bids received after due date and time or incomplete will be summarily rejected.

4. Bid submission

The tender document (Technical cum Price Bid) to be submitted in one single cover duly sealed, superscribed with **ELCOT/LT/Telecom/33809/Row-Phase4/2024-25** due on 22/07/2024 at 03.00 P.M. and to be submitted before the due date and time. Bids will be opened on 22/07/2024 at 04.00 P.M. The address of the Bidder should be clearly written on the cover. The tender document in full should be signed with seal and signature as a token of accepting all the conditions. The Price Bid should be duly filled, sign and sealed.

5.Place of Tender Submission

The sealed Tender should be submitted to ELCOT on or before the due date and time specified in the Tender. The sealed Tender may also be submitted through post so as to reach on or before the due date and time. ELCOT will not be responsible or liable for the delay caused due to the postages. The tenders received after due date and time will be rejected.

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.Details to be furnished

The Tenders to be submitted along with covering letter in the Bidders letter head. The Sign and Sealed tender document by Authorized Signatory should be submitted. The price details should be quoted only in the Price Bid. The rate should be indicated clearly. The Bidders full signature should be attested in all the pages and wherever any scoring or overwriting. The rate quoted should be firm and should not be subject to any variation clauses.

8.Opening of the Tender

The tenders will be received upto the date and time specified in the Tender. The Tender will be opened by the designated officials of ELCOT at ELCOT, II Floor, MHU Complex, 692, Anna Salai, Nandanam, Chennai-35 and evaluated.

9.Tender Evaluation:

- 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.
- The Mandatory Price Bid component will be taken for evaluation. The lowest Price will be called as L1 price.. All the prices will be negotiated and finalized.
- 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, who is selected for awarding the work, will be called as Successful

Bidder.

- Any Successful 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 disqualify the bid submitted by the Successful Bidder.
- No extra payment will be made for working on extended hours and working on Holidays to meet the committed delivery schedule.

10.Price Negotiation:

ELCOT reserves the right to negotiate with the successful bidder for better prices and terms & conditions. The decision of ELCOT shall be final in this regard.

11.Letter of acceptance

- a) After acceptance of the Tender by ELCOT, a Letter of Acceptance (LOA) will be issued to the Successful Bidder(s) by ELCOT.
- b) ELCOT reserves its right to cancel the LOA either in part or full, if these conditions are violated. If the Successful Bidder fails to execute the Contract within the stipulated time in the tender, the EMD/SD of the Successful Bidder will be forfeited and their tender will be held as non-responsive.
- c) The conditions stipulated in the letter of acceptance shall be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of ELCOT and ELCOT also have the right to recover any consequential losses from the Successful Bidder.

12. Security Deposit:

The Successful Bidders will be required to remit the Security Deposit (SD) equivalent to Five percent of the value of the order through RTGS/NEFT mode or in the form of unconditional irrevocable Bank Guarantee obtained from nationalized bank valid for a period of 15 months from the date of letter of acceptance / bank guarantee.

Tender No: ELCOT/Telecom /LT/ 33809/Row-Phase 4/2024-25

The SD shall be paid within 7 days from the date of issue of Letter of Acceptance (LOA) by ELCOT. The Security Deposit will be refunded to the Successful Bidder only after the satisfactory completion of the contract period or extended the period, if any. The Security Deposit held by ELCOT till it is refunded to the Successful Bidder will not earn any interest thereof. The Security Deposit will be forfeited, if the Successful Bidder withdraws the Bid during the period of Bid validity specified in the Tender or if the Bidder fails to sign the contract.

13. Release of work Order:

After Price Negotiation, a Work Order will be issued by ELCOT to the successful bidder.

14. Forfeiture of Security Deposit

If the Successful Bidder fails to act up on to the tender conditions, the SD mentioned above will also be forfeited by ELCOT.

15. Execution of Work Order:

The Successful Bidder shall nominate and intimate ELCOT an Account Manager for Single Point of Contact (SPOC), who shall be responsible for effective delivery of work complying with all the terms and conditions. The Successful Bidder shall ensure that the Account Manager fully familiarises with the Tender Conditions, Scope of Work and deliverables.

16. Assigning of Tender whole or in part

The successful Bidder shall not assign, the benefit or burden thereof to any other person or persons or body corporate. The Bidder shall not under-let or sublet to any person(s) or body corporate for any part thereof without the prior written consent of ELCOT.

17. Implementation Schedule

S. No	Key deliverables	Completion schedule (days from the date of issue of LOA- D1)
1	Design, development and Integration of New Features as per scope	15 Days=D1
2	Completion of UAT	D1+5 days=D2

3	Completion of Roll out	D2+3 days
---	------------------------	-----------

18. Liquidated Damages:

Liquidated Damages will be levied at the rate of 0.5% per week on the total contract value 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.

19. Penalty for non-fulfilment of conditions

(i) A penalty will be levied at the rate of 1% per occasion of the total contract value in the event of non-fulfilment or non-observance of any of the conditions stipulated in the Agreement, Terms and Conditions and Work Order at the discretion of CUSTOMER/ELCOT.

(ii) The portal should be up with 99% uptime. Necessary penalty is applicable for downtime without prior intimation or improper justification

20. 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.

21. Force Majeure Conditions

Neither ELCOT nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes or contingencies beyond their reasonable control such as:

- a. Any act of God such as lightning, earthquake, landslide, etc or other events of natural disaster of rare severity.
- b. Meteorites or objects falling from aircraft or other aerial devices, travelling at high speeds.
- c. Fire or explosion, chemical or radioactive contamination or ionizing radiation.
- d. Act of war (whether declared or undeclared), threat of war, invasion, armed conflict or act of foreign enemy.

In case, the parties failed to resolve the disputes amicably within the time frame agreed and in the matter stated supra, the aggrieved party shall approach the court in Chennai city alone to the exclusion of all other Courts to adjudicate the unresolved dispute.

22. EMD

- 1) a) An EMD amount as specified in the Tender Schedule, shall be paid as mentioned in S.No.7 of the Tender schedule
- b) The EMD of the unsuccessful Bidders will be returned after the acceptance of the successful bidder, at the expense of the Bidders within a reasonable time consistent with the rules and regulations in this behalf. The EMD amount held by ELCOT till it is refunded to the unsuccessful Bidders will not earn any interest thereof.
- c) The EMD amount of the Successful Bidder can be converted as part of the Security Deposit (SD) for successful execution of the work and will be returned only after the successful fulfilment of the Contract.

- 2) The EMD amount will be forfeited by ELCOT, if the Bidder withdraws the bid during the period of its validity specified in the tender or if the Successful Bidder fails to sign the contract or the Successful in bidder fails to remit Security Deposit within the respective due dates.

23. Forfeiture of Security Deposit and EMD

- a) If the successful Bidder fails to act according to the tender conditions or backs out, after the tender has been accepted, the EMD will be forfeited to ELCOT.
- b) If the Successful Bidder fails to remit the SD, the EMD remitted by him will be forfeited to ELCOT and the tender will be held void.
- c) If the Successful Bidder fails to act up on to the tender conditions, the SD mentioned above will also be forfeited by ELCOT.

3. Scope of Work

3.1 General

ELCOT has developed the RoW portal for the purpose of Right of Way permission issuance by authorities across Tamil Nadu. The portal currently used by the TSP/IPs for getting RoW permission.

(a) In this portal, the following New features to be incorporated for the easiness of end users (District Nodal Officers, Telecom Service Providers/Infrastructure Providers)

1. Provision to resubmit Rejection Application

Rejection application resubmission feature allows users (TSPs/IPs) to make necessary revisions according to the remarks of DNOs and resubmit applications for approval without paying any additional convenient fee. This feature streamlines process, helps users to correct issues and expedite the approval of their application.

Resubmitted application should be mapped with the rejected application for identification. Also resubmission should be permitted only once. Generation of Report with the details of resubmitted applications mapped with the rejected applications in the following format:

S.No	Resubmitted applications ID	Rejected application ID	Payment via wallet/ online	Reason for rejection
------	-----------------------------	-------------------------	----------------------------	----------------------

The report should be viewed in super Admin and District Nodal Officer login

2. Wallet System

ELCOT has revised convenience fee from ₹1,000 to ₹750 for New infrastructure applications and ₹1,000 to ₹500 for Regularization application from 03.05.2023. The excess amount paid before the above said period has to be adjusted. Wallet system should be enabled for TSPs/IPs to utilize the excess amount for future transactions and maintains financial transparency within the portal. Registered TSPs/IPs should have to be enabled with wallet account in the portal and every month report to be submitted to ELCOT on the details of application submitted using wallet amount

APP ID	Submitted date	District	Work type	Work category	Entity ID	Agency login	Amount debited	Balance available	Wallet initiated
--------	----------------	----------	-----------	---------------	-----------	--------------	----------------	-------------------	------------------

3. TDS in Invoice

TDS in Invoice refers to the inclusion of Tax Deducted at Source (TDS) details within an invoice. The portal simplifies the tax documentation process, making it easy for users to maintain compliance with tax regulations and report TDS amounts for their right of way transactions.

The report should be viewed in super Admin and TSP login

4. Deemed Approval with Downtime Calculation

As per TN Telecom infrastructure Policy, New infrastructure applications have to be granted approval within 60 days from date of submission. This feature automates the process of granting approval for New infrastructure applications when tenure time exceeds 60 days from the date of submission. This system should also have provision to calculate downtime of the portal before granting deemed approval.

5. Aging Calculation with respect to Seeking Clarification

The "Aging Calculation with respect to Seeking Clarification" feature in a Right of Way portal accurately calculates the aging period, focusing on the duration the officer holds the application. This functionality helps to capture delay points in the clarification process and ensures more efficient handling of applications.

For New infrastructure, reports for Applications in seeking clarification more than 10 days and For regularization infrastructure, Applications in seeking clarification more than 20 days to be downloaded

6. Login for DOT Officials to View the Status of the Applications

Login credential has to be provided to DOT to monitor the real-time status of right of way applications. This feature enhances transparency and communication by allowing DOT officials to track progress and stay informed about the current status of applications.

7. Multiple Draft Delete

The "Multiple Draft Application Delete" feature in a Right of Way portal offers users the ability to efficiently delete multiple draft applications simultaneously. This streamlines

the application management process, helping users with efficient workspace and improve workflow process by removing unneeded or outdated draft applications with ease.

8. Online Bulk Payment for Agency (Application Fee)

The Online Bulk Payment of Application Fee for Agency enables agencies to efficiently make multiple application fee payments in one go. This streamlined process simplifies financial transactions, making it convenient for agencies to manage and submit payments for multiple right of way applications simultaneously, enhancing overall efficiency and ease of use.

9.

(a) Rejection Reason Integration and Syncing with Gatisakthi Portal

The "Rejection Reason Integration" feature in a Right of Way portal allows collectors to categorize and reject applications under specific rejection reasons. This streamlined process enhances organization and clarity in the rejection process, making it easier for Collectors to provide structured feedback to applicants while efficiently managing and categorizing rejected applications. These rejected application and related details have to be synced with Gatisakthi Portal

(b) Business Reforms Action plan

As per the request received from Government of India, single window portal should have PAN based unique single business user ID and compliance dashboard with the parameters of application number, date of approval, licensee name, status of applications and local body fee paid details to be captured in the following format for New and Regularization

Service Name	Infrastructure	Type of work	Date of application	Application Number	District	Current status	Local body fee
New	Underground/ overground	Micro cell/ tower above land/ roof top tower					

Service Name	Infrastructure	Type of work	Date of application	Application Number	District	Current status	Local body fee
Regularization	Underground/overground	Micro cell/tower above land/roof top tower					

3.2 Training and Deliverables

Provide Comprehensive training to all users for usage of the system along with manuals for all the modules and applications.

The on site server support resources shall train the Administrators during the support.

3.3 Annual Technical Support (ATS)

One year free support should be provided from the date of Successful Roll out ie., after project Go-Live.

3.4 Security

The architecture should provide an end-to-end security model that protects data. Unauthorized access to application, database, servers and network should be prevented. A log should be maintained for the transactions handled. System should incorporate audit trail system.

3.5 Authentication

Controls have to be incorporated to ensure that the databases are not tampered. Logs to be included for all tables in the database at record level at the time of creation and modification/deletion. Physical deletion of records must be disabled. Deletion where required may be provisioned through change of status of the record or flagging as deleted.

3.6 Intellectual Property Rights (IPR)

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

3.7 Review and Monitoring

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

3.8 Exit Clause

- a) At the time of exit, the Developer should ensure a complete knowledge transfer by their deployed professional to ELCOT and 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. Documentation relating to Intellectual Property Rights
 3. Final source code of the Application Software and confidential information
 4. All other information including but not limited to documents, records and agreements relating to the services reasonably necessary to Customer or any other agency identified to carryout due diligence in order to transition the provision of services to the Customer or any other agency identified.
 5. All properties provided by the Customer shall be returned.
 6. Before the date of exit of the Developer from the Customer, the Developer shall deliver to the Customer all new and updated deliverables and shall not retain any copy thereof.

3.9 Project Deliverables Timeline:

The following are the list of deliverable that are expected as part of the project:

- As-Is and To-Be process documents
- Design documents

Tender No: ELCOT/Telecom /LT/ 33809/Row-Phase 4/2024-25

- Prototype and demonstration
- Unit and System Integration Test cases and results
- User Acceptance Testing

4. Payment Terms

No advance payment will be made and stage-wise payment will be released based on the deliveries completed and accepted.

- 90% payment will be released in stages on achieving the following milestones till rollout.

Sl.No	Key deliverables	Payment (%)
1.	Design, development and implementation of New scope and integration with existing RoW portal + REST API development	50
2.	Completion of UAT	20
3.	Roll out completion	20

- Balance 10% will be retained as performance guarantee for a period of one year from the date of go-Live. Alternatively, the balance 10% will be released against submission of unconditional and irrecoverable Bank Guarantee valid for a period of one year.
- Log report should be submitted for analysis of portal uptime and for any non-compliance , penalty is applicable.
- The TDS amount, Penalty if applied will be deducted in the payment due to the Developer. The penalty amount if any levied will be adjusted from the Bills submitted by the Developer.

Tender No: ELCOT/Telecom /LT/ 33809/Row-Phase 4/2024-25

Annexure – 1 Letter of Undertaking

(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: Tender Document for Design development and implementation of New Features in Right of Way (ROW) permissions portal– Reg.

Ref: Tender Reference **ELCOT/ Telecom/LT/33809/Row Phase-4/2024-25**

I/We ----- have gone through the Terms and Conditions, Scope of Work and Specification and will abide by them as laid down in the Tender Documents (Technical bid , Corrigenda if any), fully in all aspects failing which, suitable actions can be taken against us as applicable in the tender.

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 I/We understand and accept that if at any stage, the information furnished is found to be incorrect or false, I/We am/ 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 am/ 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 shall 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 shall be provided.

Annexure-2 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

Sir,

Sub: Design, Development and Implementation of new features in
Right of Way portal

Ref: Tender No. ELCOT/Telecom/LT33809//Row-Phase 4/2024-25.

1. I / We have examined the Tender Document for Design, Development and Implementation of Web Based Unified Portal for ELCOT 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 Technical Bid and Price Bid as required by the tenderer both of which together constitutes our proposal, 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.

Authorised signatory:

Name of the Authorised Person:

Designation:

Name of Bidder:

Seal of Bidder:

ANNEXURE-3: 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.....2024 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 Ref: ELCOT/Telecom/LT/33809/Row Phase-4/2024-25 towards Design, Development and Implementation of new features in Right of Way Portal and the Developer / Software Agency herein has been selected in the Tender for execution of the work as detailed in the Tender Documents.

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 for a period (12 months) including Delivery period plus free warranty period of one year (with effect from the date of Go-live). 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 7days 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.

2. 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.
3. 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) Bid received from the Developer / Software Agency.
 - c) Detailed proposal and final offer of the Developer / Software Agency.
 - d) Work Order(s) issued by ELCOT.
 - e) Correspondence made by ELCOT to the Developer / Software Agency from time to time during the period of the contract.
 - f) 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.

Tender No: ELCOT/Telecom /LT/ 33809/Row-Phase 4/2024-25

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.

6. Total Penalty Cap:

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

7. Project Timeline and Implementation Schedule:

The proposed system has to be developed and implemented from the date of issuing of Work Order as tabulated below:

S.No	Key deliverables	Completion schedule (Days from the date of issue of LOA- D1)
-------------	-------------------------	--

Tender No: ELCOT/Telecom /LT/ 33809/Row-Phase 4/2024-25

1	Design, development and Integration of New Features as per scope	15 Days=D1
2	Completion of UAT	D1+5 days=D2
3	Completion of Roll out	D2+3 days

8. Payment Clause:

No advance payment will be made and stage-wise payment will be released based on the deliveries completed and accepted.

- 90% payment will be released in stages on achieving the following milestones till rollout.

S.No	Key deliverables	Payment (%)
1.	Design, development and implementation of New scope and integration with existing RoW portal + REST API development	50
2.	Completion of UAT	20
3.	Roll out completion	20

- Balance 10% will be retained as performance guarantee for a period of one year from the date of go-Live. Alternatively, the balance 10% will be released against submission of unconditional and irrecoverable Bank Guarantee valid for a period of one year.
- Log report should be submitted for analysis of portal uptime and for any non-compliance , penalty is applicable
- The TDS amount, Penalty if applied will be deducted in the payment due to the Developer. The penalty amount if any levied will be adjusted from the Bills submitted by the Developer.

9. Intellectual Property Rights (IPR):

The ownership and rights of the Application Software to be developed, deployed and implementation at ELCOT would always rest with the ELCOT.

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. Termination of Contract:

11.1 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.

11.2 Termination for Insolvency

ELCOT may at anytime 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.

11.3 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.

12. 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.

13. 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 – 4

Format – Bank Guarantee for Performance Security

(To be executed in Rs.100/- Stamp Paper)

To

The Managing Director
Electronics Corporation of Tamil Nadu Limited,
MHU Complex II Floor,
692, Anna Salai, Nandanam,
Chennai – 600035.

Bank Guarantee No:

Amount of Guarantee:

Guarantee covers from:

Last date for lodgement of claim:

This Deed of Guarantee executed by (Bankers Name & Address) having our Head Office at(address) (hereinafter referred to as “the Bank”) in favour of The Managing Director, Electronics Corporation of Tamil Nadu Limited, a wholly owned Government of Tamil Nadu undertaking, MHU Complex II Floor, 692 Anna Salai, Nandanam, Chennai - 600035 (hereinafter referred to as “the Beneficiary”) for an amount not exceeding Rs._____/ - (Rupees _____ Only) as per the request of M/s. _____ having its office address at _____ (hereinafter referred to as “ Developer”) against Letter of Acceptance reference _____ dated __/__/____ of M/s. Electronics Corporation of Tamil Nadu Limited. This guarantee is issued subject to the condition that the liability of the Bank under this guarantee is limited to a maximum Rs._____/ - (Rupees _____ Only) and the guarantee shall remain in full force upto ___ months from the date of Bank Guarantee and cannot be invoked otherwise by a written demand or claim by the beneficiary under the Guarantee served on the Bank before ___ months from the date of Bank Guarantee.

AND WHEREAS it has been stipulated by you in the said ORDER that the Successful Bidder shall furnish you with a Bank Guarantee by a Scheduled/ Nationalised Bank for the sum specified therein as security for compliance with the Successful Bidder performance obligations for a period in accordance with the contract.

AND WHEREAS we have agreed to give the supplier a Guarantee.

Tender No: ELCOT/Telecom /LT/ 33809/Row-Phase 4/2024-25

THEREFORE, we (Bankers address)....., hereby affirm that we are Guarantors and responsible to you on behalf of the Successful Bidder up to a total of Rs._____/ - (Rupees _____ Only) and we undertake to pay you, upon your first written demand declaring the Successful Bidder to be in default under the contract and without any demur, cavil or argument, any sum or sums within the limit of Rs._____/ - (Rupees _____ Only) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein. We will pay the guaranteed amount notwithstanding any objection or dispute whatsoever raised by the Service Provider.

This Guarantee is valid until __ months from the date of Bank Guarantee.

Not with standing, anything contained herein.

Our liability under this guarantee shall not be exceed Rs._____/ - (Rupees _____ Only). This bank guarantee shall be valid up to __ months from the date of Bank Guarantee and we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____

Notwithstanding anything contrary contained in any law for the time being in force or bank practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice of invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of guarantee can be made only by the beneficiary directly.

In witness whereof the Bank, through its authorised Officer, has set its, hand and stamp on this at _____.

Witness:

(Signature)

(Name in Block Letters)

- 1.
- 2.

Annexure – 5

Price Bid

To
 The Managing Director,
 Electronics Corporation of Tamil Nadu Limited,
 MHU Complex, 2nd Floor,
 692, Anna Salai, Chennai-600 035.

Sir,

We hereby undertake to redesign, development of the website as per the scope of work and terms and condition of the Tender document. The rates are given below and rates will be kept valid for a period of 90 days.

Mandatory components

Software development cost

Description	Basic Cost per year (in Rs)	GST in %	Total amount with GST(in Rs)	
			D=B*C	E=B+D
A	B	C		
Development of new features as per the scope and integrate with the existing ROW application				
Installation and commissioning of the application software				
Total Basic cost				
Total cost with tax				

Annual Technical Support cost

Description (A)	Basic Cost per year (in Rs)(B)	GST in % (C)	GST Amount (in Rs) (D)	Total cost including GST (in Rs) (E)=(B)+(D)
Annual Technical Support cost per year				

Name of the Authorized Signatory

Designation

Tender No: ELCOT/Telecom /LT/ 33809/Row-Phase 4/2024-25

Name of the Bidder

Stamp and Date

Note: A free support shall be covered for a period of one year from the date of Successful Rollout i.e., after project Go-Live.