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NO. Finance/EDP/998/website/2024/**/498** 

Dated: - 20/02/2025

#### QUOTATION No. FA/EDP/QUOTATION/Website AMC

Sub: Spot Quotation for Maintenance of existing website of Deendayal Port Authority for a period of six months – reg.

Sir,

Spot Quotations in sealed cover are invited for maintenance of existing website of Deendayal Port Authority for a period of six months. The instructions to bidders (Part-I), Terms & Conditions (Part-II) and Format of the Price Bid (Part-III) are enclosed herewith with this letter. The interested bidders may go through the same and submit bids accordingly. The bidder should also enclose attested copies of Bank Passbook, GST Registration Number and PAN Card with their bids.

The bidders are requested to submit their bid for the above work with 07 days from the date of receipt of the request for quotation. The original/attested hard copies along with price bid shall have to be forwarded in a sealed cover so as to reach the office of FA&CAO, DPA.

The envelopes shall be addressed to:

The FA&CAO,
Deendayal Port Authority,
EDP Section, "Madad" Room No. 8
Ground Floor, Administrative Office Building
Gandhidham – Kutch
Gujarat State - 370201

The envelope containing the price bid and duly signed terms and conditions should be super-scribed the following:

"Quotation for Maintenance of Website of Deendayal Port Authority for a period of six months"

The quotations will be opened on 27.02.2025 @ 1530 hours. The bidders are requested to submit the quotation at EDP section on or before 27.02.2025 @ 1500 hours.

With regards,

Yours sincerely,

Accounts Officer (EDP)
Deendayal Port Authority

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# PART-I: Instructions to the Bidders

- (a) Qualifying Documents
- (b) Qualification Criteria
- (c) Evaluation Methodology

## **QUALIFYING AND EVAUALUATION CRITERIA**

### 1. Qualifying Criteria:

- (a) Financial Eligibility: Average Annual Financial turnover during the last three years ending 31st March of previous financial year should be at least Rs.1.50 lakhs certified by chartered accountant along with UDIN.
- (b) Technical Eligibility: Experience of having successfully completed similar works during last 5 years ending last day of the month previous to the one in which applications are invited should be either of the following:

Three similar completed works costing not less than the amount equal to Rs.74,250/-

Or

Two similar completed works, costing not less than the amount equal to Rs.99,000/-

Or

One similar completed works of aggregate cost not less than the amount equal to Rs.1,73,250/-

#### NOTE:

The bidders shall scan and submit legible scanned copies of the following information and documents with their bids:

- (a) A copy of the completion certificate in respect of the successfully completed similar work;
- (b) A copy of detailed work order should also be submitted for which the bidder is submitting the completion certificate. Such completion certificate should be issued on the letter head of the client and invariably reflect the following details:
- (1) Name of Contractor
- (2) Name of Work
- (3) No. of work order/agreement and date
- (4) Contract value
- (5) Contract period
- (6) Date of commencement of work
- (7) Date of completion
- (8) Value of Work executed during the contract period/original contract period
- (9) Date of issue of completion certificate.

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- (c) A certificate by the bidder that they have not been banned / black listed by any govt. Agency.
  - i) Firms must have its Head/Branch Office in Kutch District
  - ii) The Firm must have in any year during last 5 years experience in website maintenance of PSUs / Authorities / Corporations / Private Entities having turnover of exceeding 100 cr. (Certified copy of work order with satisfactory completion certificate to be enclosed).
  - iii) Bidders who are found to canvass, influence or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.

#### 2. Method of Evaluation of Bids:

The bidder whose tendered amount stands lowest shall be awarded the work. In case of tie, between two or more bidders, all such bidders will be asked to offer discount on their quoted rates, and the bidder whose final rates stand lowest will be awarded the work.

#### 3. Penalty Clause:

- i) Penalties for different breaches listed under Part-II shall be levied subject to maximum of 10% contract amount.
- ii) At any point of time whenever the penalty amount exceeds 10% of contract value, the process for black listing the party will be initiated.

### 4. Security and EMD Clause

An amount equivalent to 3% of the tender cost will be deducted in equal installments from each progressive payment invoice submitted by the contractor until the total security deposit is reached. The security deposit will be fully refunded three months after satisfactory completion of the work, subject to any deductions for non-compliance with contract terms.

### 5. Terms of Payment & Deductions:

- a) Payment shall be made on monthly basis on submission of GST Tax Invoice after 30 (Thirty) Days from the date of receipt of the invoice by EDP Section of DPA.
- b) Income tax at the prevailing rates and surcharge thereon as applicable from time to time shall be deducted on the gross amount of the invoice shall be deducted from each invoice at the time of payment. Any other taxes/duties/levies imposed by the Govt. from time-to-time and applicable at the time of payment shall also be deducted from bills.

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## 6. Extension of Contract Period

The contract can be extended for a further period of two months on same terms, conditions and rates subject to the mutual consent for both the parties.

# 7. Termination / Early Termination of the Contract

D.P.A. can discontinue the maintenance contract in case the performance of the successful bidder is not found satisfactory or on account of any lapses or breaches or violations, which DPA deems serious. The decision of Chairman, DPA in this regard shall be final and binding.

### 8. Compliance with Labour Laws:

The successful bidder shall comply in all respect, with all statutes and regulations as may be necessary, labour enforcement and local authorities. The successful bidder shall, at all times during the continuance of the contract, so far as it may be necessary, comply with all the existing enactments including Central and State legislation as well as any by-laws of any local authorities regarding labour, particularly the Minimum wages Act, Workmen's Compensation Act, Employees' Provident Fund and Family Pension Fund Act, Employees' State Insurance Act, Contract Labour (Regulation and Abolition) Act, Payment of Wages Act, Maternity Benefit Act, National and Festival Holidays Act, The Apprentice Act and keep DPA indemnified against any loss or claim arising out of contravention of the provisions of the above said enactments by the successful bidder. The price quoted by the bidder in the Price Schedule shall be deemed to include all expenses whatsoever the bidder may be required to incur for the compliance with the provisions of the above said legislations.

## 9. Assignment and Sub-Contracting

Receiving Party shall not assign, sub-contract its rights and obligations under the terms of this Agreement to any party without the prior written consent of Disclosing Party.

## 10. Confidentiality:

The successful bidder and his staff shall ensure the complete confidentiality of the information pertaining to DPA accessed during the course of assignment and for this purpose the bidder has to execute a Non-Disclosure Agreement with DPA a format of which is placed at Section IV. It shall ensure there is no transmission of content in any form outside its office.

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## **Part II: Terms and Conditions**

### Scope of the work under the contract:

The detailed scope of activities to be undertaken by the agency to whom the work is awarded is listed below:

### 1. Regular Maintenance

Description of Activity	Frequency	Penalty for non-performance		
Perform regular maintenance tasks listed at <b>Annexure-A</b> to ensure proper website functionality	To be concluded regularly and as and when required.	Penalty for delay or non-performance of any task listed at <b>Annexure-A</b> within 2 days of receiving instruction from the nodal officer will attract levy of penalty of Rs.250/- per task for each day of delay beyond 2 days.		
Conduct scheduled backups of website data and files & share the back data and updated source code with the port.	On weekly basis.	-do-		

### 2. Website Uptime of 99%

Description of Activity	Frequency	Penalty for non-performance		
	Uptime to be ensured daily.	Downtime of website for a total of more than 8 hours during the month will attract a Penalty Rs.500/- per hour.		

#### 3. **Performance**

Description of Activity	Frequency	Penalty for non-		
		performance		
<ul> <li>Regularly analyze website performance metrics to identify improvement opportunities.</li> </ul>	Report to be submitted on monthly basis. The	or non-		
<ul> <li>Implement best practices for speed optimization, including:</li> <li>Image compression and optimization</li> </ul>	website response should be between 2000 mms to 1 second (based on	Rs.500/- per		

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- CSS, JavaScript, HTML, and PHP optimization	BSNL cloud)	Second of the p
<ul><li>Browser caching</li><li>Database tuning and optimization</li></ul>	ed as selevines to be	ox betates orlT
<ul> <li>Conduct quarterly audits to ensure optimal performance and apply necessary improvements.</li> </ul>	607167911	sit rejuosii i

# 4. Advertisement Redirection Removal

Description of Activity	Frequency	Penalty for non-		
Description of Addition	thas vinstages allacove s	performance		
Regularly scan for and	Report to be submitted on monthly basis. The website	Penalty for delay or non-		
remove unwanted ad redirection.	response should be between 200 ms to 1 second.	performance at Rs.500/- per week		
Implement safeguards to prevent future redirection issues.	As and when required.	Penalty for delay		
	Report to be submitted within 24 hours on such events.	or non- performance at		
	21110010	Rs.100/- per day		
Identify and eliminate any	To be dealt on priority basis	Penalty for delay		
malicious scripts or code causing unwanted redirection.	as and when detected.	or non-		
	Report to be provided on	performance at		
	such activity with	Rs.100/- per		
Tean ection.	immediately to EDP.	incident		

### 5. Technical Support

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Description of Activity	Frequency	Penalty for non- performance
Provide technical support for website-related queries and issues.	Provide onsite / offsite technical support for website related queries and issues as and when required.	Penalty for delay or non-performance at Rs.500/- per incident
Troubleshoot and resolve bugs or errors in website functionality.	-do-	-do-
Assist with minor design changes and functionality updates as requested.	-do-	-do-
Technical support for the Auditing of websites.	As and when directed	-do-
Support for shifting of websites from shared hosting to cloud	As and when directed	-do-

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### 6. Reporting

<u>Description</u>	Frequency	<b>Penalty</b>	
Maintain records of all updates, changes, and optimizations performed	submitted on	1.011	
on the website and furnish a report thereof	weekly basis.	performance at Rs.500/- per week	

#### 7. Manpower Requirement

Task	No. of Personnel	Qualifications	Experience	On/Off Site
Technical Support – Front End	01	BTech/BE/MCA in Computer Science / Information Technology	2 years' experience of web designing and development in PHP/WordPress/HTML/Java Script	Off Site
Technical Support – Back End	01	BTech/BE/MCA in Computer Science / Information Technology	5 years' experience of web designing and development in PHP/WordPress/HTML/Java Script	Off Site
Server Support	01	BTech/BE/MCA in Computer Science / Information Technology	3 years' experience in networking, server management on Linux, Ubuntu, Windows	Off Site

 $\underline{\text{Note}}$ : Attested copies of the qualification and experience certificates to be attached with the bid.

#### 8. CYBER - SECURITY CLAUSE:

- 1. In view of the rising incidents of cyber-attacks, the successful bidder shall adhere to the latest security guidelines issued by CERT-In and MEITY. A copy of the latest guidelines shall be provided to the successful bidder. The successful bidder has to comply with any further guidelines issued by the govt. agencies from time to time.
- 2. Further, the successful bidder shall ensure the following to ensure security and safety of the data pertaining to DPA and its customers: -
  - (a) Do all things that a reasonable and prudent entity would do to ensure that all Data is protected at all times from unauthorized access or use by a third party or misuse damage or destruction by any person;

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- (b) provide protective measures for the Data that are no less rigorous than accepted industry standards and commensurate with the consequences and probability of unauthorized access to, or use, misuse or loss of, the Data;
- (c) unless the Contract or the Customer in writing expressly states that it is not required, developed for acceptance by the Customer a Data Protection Plan (DPP) that sets out how the Contractor and the Customer will deal with and discharge their obligations in respect of Customer Data (including personal information) during the provision of the Services. The DPP must:
  - (i) be consistent with the requirements of the IT Act, 2000 & its amendments from time to time, including reference in other laws in force.
  - (ii) Specifically deal with cybercrime risks, including un-authorized access;
  - (iii) be consistent with the guidelines from CERT-in and National Security Council Secretariat (NSCS), Cyber Security audit reports of DPA and Cyber Security Manuals, being released updated from time to time.
  - (iv) set out the steps and processes that the Contractor and the DPA will follow to protect the DPA's Data from unauthorized access, use, misuse, destruction or loss, and once accepted, the DPP will form part of the Contract and the Contractor must comply with it unless the DPA otherwise agrees in writing.
- 3. If the Contractor becomes aware of any actual or suspected:
  - (a) action taken through the use of computer networks that result in an actual or potentially adverse effect on the Contractor's information system and/or DPA's Data residing on that system (Cyber Incident); or
  - (b) any other unauthorized access or use by a third party or misuse, damage or destruction by any person (Other Incident),

### The contractor must:

- (c) Notify DPA in writing immediately (and no longer than 24 hours after becoming aware of the Cyber Incident or Other Incident); and
- (d) comply with any directions issued by the Customer in connection with the Cyber Incident or Other Incident, including in relation to:
- 4. The agency shall have to provide security from Virus attacks and Hacking of the Websites. In case of Virus or Hacking attack, the agency shall have to re-create/restore the websites as per the requirements of DPA to ensure uptime within 24 hours of such incidence. The agency has to install the necessary software to detect the cyber-attack on the website and submit

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the daily report. Agency has to comply/provide information as per the IT Act or requirement of local Cyber security enforcing agency.

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## <u>Part-III: Price Bid Schedule</u> (on the letter pad of the party)

After reading and understanding the terms and conditions as well as the scope of work, we quote the following competitive rates.

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Sr. No	Item	Rate	Rate	Amount	Amount	
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		month	month	Figures	Words	in %ta
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		figures)	words)			
A.	Maintenance of DPA					
	website for a period of					
	six months as per scope					
	of work mentioned at					
	Part-II of the quotation					
	papers					

#### NOTE:

1) The contractor shall quote the price exclusive of GST.

- 2) The contractor shall quote prevailing GST rate separately which shall be reimbursed by DPT after ascertaining necessary compliance as per Goods & Services Tax 2017.
- 3) G.S.T. element will not be considered for evaluation of bid price.

Sign and Seal of the bidder with date.

Seal and Signature of Contractor / Bidder

Accounts Officer (EDP) Deendayal Port Authority

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#### Annexure - A

### Day-to-Day Tasks to be carried out

- 1. Day-to-day maintenance and updating of the English and Hindi language content on the website.
- 2. Periodic back up of the contents hosted on the website.
- 3. Adding links/page/dynamic page/etc. as and when required, uploading/updating of different segments of the website like archives, Q&A segment, job highlights, web exclusive, photographs, video, editorial articles, results & admissions, contact details, uploading of online advertisements, tenders, handling of subscriber grievances regarding eversion etc. on the website on timely basis
- 4. Add more feature in the Content Management System (CMS) of the website (as and when required). Publishing of the advertisement (Banner, Links etc.), tenders, quotations, EOI etc. on the website as per instruction of DPA.
- 5. Find all the errors regarding the websites and their removal.
- 6. Find all non-operative functions of website and make them operative.
- 7. The format of the content to be hosted on website shall in HTML, Word Documents, PDF documents, images/photographs, Multimedia files etc.
- 8. Ensuring uptime & security of the website.
- 9. The agency shall have to follow the instructions of the nodal officer authorized for coordination.

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