

PFC CONSULTING LIMITED
(A Wholly Owned Subsidiary of Power Finance Corporation Ltd.)
(A Government of India Undertaking)

Electronic Tender Document

For

**DESIGN, DEVELOPMENT, HOSTING AND MAINTENANCE OF PRAAPTI WEB PORTAL
and MOBILE APPLICATION**



**9th Floor (A Wing), Statesman House
Barakhamba Road
Connaught Place, New Delhi – 110001**

Dated. 26.12.2024

E-Tender Notice No. 01/24-25/PRAAPTI/Tender

PFC Consulting Ltd. invites bids for “Design, Development, Hosting and Maintenance of PRAAPTI Web Portal & Mobile Application”.

a)	Tender issuance date	26.12.2024
b)	Pre-Bid Meeting	10.01.2025
c)	Last date of Bid submission	1200 hrs on 30.01.2025
d)	Technical Bid Opening	1230 hrs on 30.01.2025
e)	Financial Bid Opening	To be notified to Qualified Bidders

Note:

1. Tender Notice and Tender Document are available on PFC Consulting Ltd. website and can be downloaded from <https://www.pfcclindia.com>. For bid submission, the Bidder (hereinafter also referred as “Vendor”) will have to necessarily download an official online copy of the Tender Document from GeM Portal. All future Information viz. corrigendum /addendum/ amendments etc. for this Tender would be posted on PFC Consulting Ltd. website and GeM Portal only. Printed copy of the Tender Document will not be sold from PFC Consulting Ltd. office.
2. The Bidder would bear all costs associated with the preparation, submission/ participation in the bid. PFC Consulting Limited (i.e. Owner) in no way will be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.
3. Bidders are advised to start the registration process on the GeM Portal as it may take a few days to avoid any delay in bid submission (upload) stage. Bidders may visit GeM Portal Guidelines.

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Contents of Bid Documents

The bid document contains the following documents.

Section-1: Bid Invitation Letter

Section-2: Bid Forms and Proforma

Section-3: Contract Agreement

Annexure I: Existing Arrangement on PRAAPTI

Annexure II: Pre-Award Integrity Pact

Annexure III - Format of Bank Guarantee for EMD

Annexure IV - Format of Bank Guarantee for CPG

Annexure V – Vendor Form

SECTION - 1

BID INVITATION LETTER

1.0 Bid Invitation Letter

Ref: 01/24-25/PRAAPTI/Tender

Dec 26, 2024

To

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Sub: Electronic Bids are invited for Design, Development, Hosting, and Maintenance of PRAAPTI Web Portal & Mobile Application

PFC Consulting Ltd located at 9th Floor, Statesman House, Barakhamba Road, Connaught Place, New Delhi – 110001, invites e-bids for “Design, Development, Hosting and Maintenance of PRAAPTI Web Portal & Mobile Application” Accordingly, this Tender Document is being issued by PFCCL for Appointment of developer for Design, Development, Hosting and Maintenance of PRAAPTI Web Portal & Mobile Application. Electronic Bids are invited in single stage two envelop system (Technical bid & Financial bid) **for Design, Development, Hosting and Maintenance of PRAAPTI Web Portal & Mobile Application**

Contact Details of PFCCL:

Mr. Neeraj Singh, CGM:	Phone: 011-23443905;	Email: neeraj_singh@pfcindia.com
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Mr. Harish Bhakuni, CM:	Phone: 011-23443925;	Email: harish_bhakuni@pfcindia.com

2.0 Introduction

PRAAPTI, an acronym for “Payment Ratification and Analysis in Power Procurement for Bringing Transparency in Invoicing of Generators,” is a web portal initiated by the Ministry of Power (MoP), Government of India. Its primary purpose is to enhance transparency, promote best practices in power purchase transactions, and facilitate the effective implementation of the Late Payment Surcharge (LPS) Rules 2022.

PRAAPTI Web Portal (hereinafter also referred to as ‘PRAAPTI Portal’ or ‘Portal’) was launched in 2018 to monitor the outstanding dues of Power Distribution Companies (DISCOMs)/ Power Department (PDs). Subsequent to notification of LPS Rules 2022, the Portal has been upgraded as per various Standard Operating Procedures (SoPs) issued by MoP to operationalize and streamline the process of monitoring of payments of invoices of Suppliers by the DISCOMs/ PDs, identify defaults by the DISCOMs/ PDs in payment of dues and consequent regulation of access to power. As an output of the upgraded portal, an exception report (On Non-Payment of Dues on trigger date) is generated on daily basis and is uploaded on the PRAAPTI Web Portal which is then used by Grid Controller of India for taking necessary action against the defaulting DISCOMs/PDs.

PFC Consulting Limited (PFCCL) wishes to build a new PRAAPTI Web Portal & Mobile Application to enhance the user experience and address evolving requirements. The objective is to create a new and improved Web Portal & Mobile Application that aligns with industry best practices, providing an enhanced user interface, functionality, and security.

3.0 Overview of Existing Arrangement

3.1 The PRAAPTI Web Portal has been designed to facilitate the implementation of LPS Rules, 2022 in accordance with various Standard Operating Procedures (SOPs) issued by the Ministry of Power (MoP) from time to time. The workflow of the existing arrangement is provided in the Annexure-I

3.2 The portal presently caters to the following:

- i) **Suppliers:** Suppliers refer to generating companies, trading companies and CTUs. The PRAAPTI Web Portal currently has over 1500 registered suppliers, each with a unique user ID.
- ii) **DISCOMs:** DISCOMs refer to Distribution Companies/Power Departments. PRAAPTI serves over 56 registered DISCOMs , each with a unique user ID
- iii) **Other Users:** Top level officials of State and Central Government, Officials

from Legal and Financial Institutions

- iv) **Usage/Traffic:** About 2000+ users actively uses the portal. On an average 200 users visit the portal per day which also include concurrent users. Over the past year, a total of 60,000+ invoices have been raised through the PRAAPTI Portal. This number of users and traffic is expected to increase in future
- v) **Availability:** Portal has an availability of 24x7 such that users can upload the invoices as well as payment details.

3.3 The existing infrastructure for PRAAPTI is as follows:

- i) The test environment coexists on the same servers, and the backup processes for the database and files also run on these servers.
- ii) **Application/File Server hosted on third party dedicated windows server:**
 - a) Windows 2019 server
 - b) 32 GB RAM
 - c) 256 GB SSD
 - d) Intel 8/16 Core processor
- iii) **Database server hosted on Amazon Web Services (AWS)**
 - a) Linux OS
 - b) 4GB RAM
 - c) 80GB SSD
 - d) 2vCore Processor
- iv) **Technology Stack: Laravel (PHP), MySQL**

4.0 Scope of Work

4.1 The Scope of Work is majorly divided into phases as below:

- i) **Phase-I:** Design and Development of new PRAAPTI Portal & Mobile Application (for Android & iOS) for implementation of LPS Rules 2022 and subsequent standard operating procedures (SoPs) issued by MoP. Development of a Billing and Revenue Management System for the PRAAPTI, aimed at billing and collecting revenue from the users of the PRAAPTI. The specific requirements for this module will be provided by PFC Consulting Limited. The financial transaction needs to be integrated to the ERP system of PFCCL through API.

Email services: The Vendor would be required to maintain mailing services to be offered by the Portal as per requirements instated by the owner.

- ii) **Phase-II:** Hosting of newly developed Web Portal / Mobile Application along with migration of existing PRAAPTI portal's database on an appropriate MeitY empaneled Government Community Cloud (GCC) including but not limited to:
- a) Creation of Sandbox, Development, Test and Production instances on MeitY empaneled GCC considering the present performance requirements & projection of resource requirements.
 - b) Hosting of portal & mobile application on the GCC platform.
 - c) Regular backup & restore of entire application as per Backup & Restore arrangement.
 - d) Periodical review of performance of the instances and enhancement of resources as per operational requirements.
 - e) Ensuring suitable security arrangements in all the instances. Mitigation of all the observations raised by third party auditor w.r.t application (portal & mobile application), hosting instances, connectivity and security arrangement.
- iii) **Phase-III:** This Phase would cover the Operation and Maintenance of the Portal & Mobile application for three (3) years and will start when the web portal and mobile application will go alive. This Phase would also cover the required modifications for web portal & mobile application as may emerge from time to time. The detailed scope of services to be provided by the Vendor during Operation & maintenance period would include but not be limited to the following:
- a) Deployment of two (2) Manpower Resources at PFCCL HQ in Delhi for maintenance and enhancement of portal as well as for handling the technical queries. The resources should have degree in BE/B.Tech. /MCA or equivalent or higher. One resource should have a minimum of Seven (7) years of relevant experience in web portal development, mobile application development, and testing in the proposed technology stack/platform. The second resource should have a minimum of three (3) years of relevant experience in the same domains. The deputed resources of Vendor would bring their own laptop having all the tools required for performing the job at PFCCL office. Overall responsibility for

operations and maintenance (including QA/testing of any new changes implemented on PRAAPTI) of Web Portal & Mobile Application and server lies with Vendor, and Vendor has to deploy adequate resources for the same at no additional cost to PFCCL.

- b) Comprehensive Operations & Maintenance for three (3) years should also include all configuration related tasks whenever there is any software corruption or equipment failure or due to any change requirements from PFCCL.
- c) During this period of Operations and Maintenance, Vendor will be responsible for operations, maintenance and availability of the software. The Vendor would be responsible for providing the services necessary for maintenance during warranty and Operations & Maintenance within a specified timeline on a case-to-case basis.
- d) The Vendor would carry out changes/additions/modifications and associated required testing in the Web Portal & Mobile Application, as and when required by PFCCL including removal of bugs, if any.
- e) Any changes or addition in the web pages including changes in menus, sub menus, pages of the web Portal & Mobile Application would be implemented in English as well as Hindi version. The time period for implementation/changes in Hindi version would be defined by PFCCL
- f) Vendor would carry out overall maintenance of the Web Portal & Mobile Application and its contents.
- g) Vendor would assist in any usability & compatibility related issues of the web Portal & Mobile Application.
- h) Vendor would assist user's authorized representative(s) in getting comfortable with the web Portal & Mobile Application and its update by providing telephonic & email support on an ongoing basis.
- i) Vendor would Analyze and fix the problems on the web Portal &

Mobile Application, if found during actual usage.

- j) Vendor would analyze & fix any performance related problems on ongoing basis.
- k) Vendor would be responsible for addition of new features, etc.
- l) Vendor would be responsible for all configuration related tasks whenever there is any software corruption or equipment failure or due to any change requirements.
- m) Vendor would be responsible for making necessary changes on web Portal & mobile Application due to any change in GIGW or any other guidelines issued by an agency of Government of India as may be required by PFCCL to comply upon.
- n) Arranging & conducting quarterly preventive maintenance and evaluation of hosting infrastructure.

4.2 The scope of this assignment is to extensively cover the design, develop, host and maintain a new PRAAPTI web Portal & Mobile Application, determine the hosting arrangements based on the current & anticipated future needs of the PRAAPTI Portal, hosting of the Portal & Mobile Application on GCC and maintenance of the entire work for three (3) years from the date of production.

The broad objectives include, but are not limited to, the following:

- i) To ensure that web Portal & Mobile Application that complies with the “Guidelines for Indian Government Website and Mobile Applications (GIGW) and the same should be certified by STQC.
- ii) To develop Bi-lingual Web Portal & Mobile Application with English & Hindi Version and to ensure that entire content is universally accessible by using Unicode compliant font.
- iii) To provide information to stakeholders with minimum number of clicks, preferably within three (3) clicks.
- iv) To enable authorized users to update content on identified web pages.
- v) To structure content of the web Portal & Mobile Application to make it disable friendly so that the available information is easily accessible to people with disability.
- vi) To make the web Portal & Mobile Application accessible on all platforms and all browsers such as Edge, Mozilla Firefox, Google chrome, Safari,

Brave browser etc. across all devices including Mobile phones, disabled specific devices, etc.

- vii) After launch of the web Portal & Mobile Application, the Vendor would ensure keeping the web Portal & Mobile Application up-to-date and functioning properly. This involves updating web Portal & Mobile Application content, monitoring performance, ensuring security, fixing bugs and errors, and optimizing the web Portal & Mobile Application for search engines. Establishing policies and procedures for web Portal & Mobile Application maintenance, backup and disaster recovery plans, security policies and a content management plan. Regularly monitor the web Portal & Mobile Application's performance, user engagement and search engine optimization to ensure that the web Portal & Mobile Application is meeting its objectives and to identify areas for improvement.
- viii) Ensure a user support system to respond to Portal related technical queries through various communication channels

4.3 Award of Work

The work would be awarded to a qualified Vendor with expertise in website development, who would act as the System Integrator (SI) for this project. The SI would cater to all requirements of PRAAPTI web Portal & Mobile Application pertaining to design, development, maintenance, and other contractual requirements as defined under this document.

The PRAAPTI Portal would be hosted with any of the MeitY empaneled Government Community Cloud (GCC) Service Providers. To ensure the same, the SI can follow one of the following approaches:

- a) The SI can cater to hosting requirements of PRAAPTI Portal if the SI itself is empaneled with MeitY as a GCC Service Provider.
- b) The SI can outsource the hosting requirements of PRAAPTI Portal to one of the MeitY empaneled GCC Service Providers, ensuring all necessary arrangements such as high-availability, security requisites and backup, etc., as defined in this document.

4.4 Development should be compliant to audit requirements issued by GOI.

4.5 During the implementation phase i.e. before go live any change in laws/ regulations should be catered by the Portal.

4.6 DNS services: The existing PRAAPTI Web Portal will remain operational until the new PRAAPTI Web Portal and Mobile Application goes live. Therefore, the Vendor must ensure the mapping of the domain name of the current PRAAPTI Portal to the updated IP address of the new PRAAPTI Application and host the newly developed Application accordingly. Vendor should also ensure the database migration of the existing PRAAPTI Portal to new PRAAPTI Web Portal and Mobile Application before go live.

4.7 WORK SCHEDULE

The work under the scope of this specification would be completed within the following time- lines reckoned from the date of Letter of Award for each of the Milestone activity as indicated below:

Phase	Milestone	Time	Weeks																												
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
I	SRS & Design Documentation	2																													
	TPA Appointment	2																													
	Submission of Implementation plan	2																													
	Development of Portal & Mobile App	20																													
	Development of RMS	8																													
II	Provisioning of Cloud Instances	2																													
	Domain Management Activities	3																													
	Establishing production instances on GCC	2																													
	Hosting of New Application	1																													
	DB Migration from existing to new server	2																													
	Application audit by TPA	2																													
	Training & UAT	2																													
	Handing over	2																													
	FAQ & Policy drafting	4																													
III	Operations & Maintainance	5 Yrs																													

Phase	Milestone	Activities Covered	Duration	
			Item-wise timelines	Overall
Phase - I	New Application(s) Development (Mobile Application and Web Portal including RMS)	i) SRS and Design Documentation	2 weeks	22 weeks from date of award
		ii) Appoint Third Party Auditor for audit of Application & hosting arrangement.		
		iii) Submission of PERT chart for scheduled activities of Phase I & Phase II	2 weeks	

Phase	Milestone	Activities Covered	Duration	
			Item-wise timelines	Overall
		iv) Development of new web Portal & Mobile Application	20 weeks	
Phase – II	Cloud Resource Provisioning: Compute, Storage with required Cyber Security arrangement. Hosting, Audit and Handover	i) Provisioning of Cloud instances Sandbox, Development & Test on MeitY empaneled GCC	2 weeks	(During the period of Phase – I)
		ii) Domain management activities	3 weeks (Prior to production)	
		iii) UAT of Portal & Mobile Application and any possible mitigation of observations	2 weeks immediately after development is complete	6 weeks after completion of Phase-I
		iv) Provisioning of Production instance on GCC.		
		v) Hosting of new Applications	1 week	
		vi) Database migration from the existing server to the new server	2 weeks	
		vii) Completion of Web Portal and Mobile Application's Security Audit by CERT-IN empaneled agency	2 weeks	
		viii) Handing over of the complete source code, System Manuals, User Manuals and final as well as functional web Portal & Mobile Application to owner.	2 weeks	
		ix) FAQ and Policy Drafting	4 week	
Phase III	Operations & Maintenance	i) Monthly Maintenance & Required modifications in the Portal as may emerge from time to time ii) Sharing of Data backup and updated source code from time to time		As per contract period (After Completion of Phase I & II)

Phase	Milestone	Activities Covered	Duration	
			Item-wise timelines	Overall
		iii) Routine security audits for safety & security of web Portal/Mobile Application iv) Updating FAQs from time to time		

Note: The development & deployment process has to be completed within an overall timelines of twenty eight (28) weeks. Vendor has to submit a project plan encompassing all the activities but not limited to the above with variation in time limits; however, the overall timelines for completion of Phase-I and Phase-II should not exceed twenty eight (28) weeks. The project plan of the Vendor would be evaluated as part of the technical evaluation of the procurement process.

5.0 Functional and Technical Requirements

5.1 Hosting Infrastructure:

- i) The Vendor would be required to provide three (3) separate environments for Development, Testing and Production instances. The Production environment (Application & Database servers) would be deployed in High Availability active-active mode. Each of these instances would have separately accessible database of suitable sizes as per the instance specific operational requirements. The sizing needs to be done keeping in view that the required performance levels and auto-scalability feature for addressing peak performance requirements. The Vendor would recommend & implement hosting configurations that meet acceptable page load times and data binding times.
- ii) Use MeitY Empaneled GCC services for Application hosting, database hosting, and file server hosting.
- iii) Implement backup policies to prevent data loss and ensure data recovery in case of unforeseen incidents.
- iv) Follow continuous disaster recovery processes for the entire environment.

5.2 Technology Stack:

- i) The Vendor would choose suitable technology stack for development such as leading Low Code/ No Code Platform or ASP.NET Core with Oracle/MS SQL, PHP/Python with MySQL, Node.js with MongoDB or any other (as detailed below) with the approval of PFCCL.
- ii) The Vendor can propose any other technology stack for Web Portal &

Mobile Application development with suitable analysis such as:

- a) Easy availability of resources in the open market
- b) Strong framework to develop secure code for ensuring high cyber security arrangement.
- c) Capability to infuse AI properties into the Application
- d) License to develop & use
- e) ATS arrangement with OEM
- f) To develop modern age graphical representation of MIS, Faster processing of data etc.

5.3 User-friendly Web Portal & Mobile Application:

- i) Develop a user-friendly web Portal using HTML5, CSS3, Bootstrap and latest front end programming languages for optimal responsiveness.
- ii) Ensure compatibility with the latest versions of chosen web servers, backend programming languages, web frameworks, and database servers for backward and forward compatibility
- iii) Bilingual (Unicode): The site is to be hosted in English as well as Hindi. It is proposed to use dynamic font technology for Hindi. Vendor will provide the translation of the pages in Hindi.
- iv) Portability: The Application at each layer must be portable across all operating systems and run-time environments. The services provided at each layer must be easy to manage.
- v) Page Content Optimization: Web Portal & Mobile Application will require design intervention to achieve best page content optimization.
- vi) **Fluid Layout:** The web Portal & Mobile Application pages should have fluid layout such that web Portal & Mobile Application pages adjust to the resolution of a computer monitor, Mobile phones and other devices.
- vii) Scalability: PRAAPTI Web Portal & Mobile Application should have scalable design for future upgrades.

5.4 Functionality:

- i) Enable smooth and efficient process flows for entity registration, invoice uploading by suppliers, invoice approval by DISCOMs, payment recording by DISCOMs, **disputing of invoices** and any other requirement as per **LPS Rules 2022**, and **subsequent SOPs issues** by Ministry of Power (MoP) as illustrated in Annexure-I
- ii) Capture and store transactional details accurately to maintain a

transparent and auditable record of all activities.

- iii) Enable automated mailers for each step of the invoice cycle in accordance with the SOP issued by MoP & implementation of LPS Rules 2022 along with OTP verification as an additional layer of security during the registration and authentication processes.
- iv) Enabling Revenue Management System (RMS) for billing and collection from the users of PRAAPTI as per the requirement of owner.
- v) Enable users to download reports in Excel/pdf/text/html/csv etc format for further analysis and record-keeping.
- vi) Implement a bulk invoice upload feature to streamline the process for suppliers and enhance operational efficiency.
- vii) Special Day Themes: The special theme for homepage is to be implemented on special days like Republic Day, Independence Day, Rajbhasha Day, etc. by the Vendor.
- viii) Runner Messages: The web Portal & Mobile Application should be capable of displaying promotional or informative messages regarding GoI schemes that owner may want to feature from time to time
- ix) Advertisements: The web Portal & Mobile Application should be capable of displaying promotional, informative, and advertising messages that owner may want to feature from time to time.
- x) Ensure that Web Portal & Mobile Application are linked to the same database and also ensure the database is in continuous synchronization for the web Portal & Mobile Application and vice versa

5.5 Centralized query redressal & monitoring system

- i) The Vendor would assume responsibility for addressing both functional and technical queries efficiently. These queries must be addressed directly on the Portal using its built-in feature, and a comprehensive log of all queries would be maintained.
- ii) The Vendor would conduct thorough analysis of queries to proactively mitigate potential issues in the future.
- iii) MIS reports would be incorporated clearly indicating number of queries received, resolved, and pending in admin login of the Portal

5.6 MIS Reports:

- i) Develop comprehensive dashboards with customizable views and data visualization tools for distribution companies, suppliers, admins, MoP,

other stakeholders as well as general public.

- ii) Provide analytical formats with options to download data in various standard formats. The formats would be specified by PFCCL officials.
- iii) Implement performance measuring and reporting tools for data analysis.
- iv) Ensure automatic data backup on daily basis at EOD and enable the functionality to run analytics and extract MIS Reports for all the modules for any selected date (To be defined by owner)
- v) Ensure availability of Time stamp & Log of every activity for developer, admins & users after the go live of the web Portal & Mobile Application.
- vi) Help the owner in generating daily, weekly, monthly web Portal & Mobile Application traffic analysis reports with stat issues like most visited pages, most active hours, average time spent, search keywords used, etc. along with analysis of the same. Each page should have a web Portal & Mobile Application counter to indicate the number of times the page was viewed.

5.7 Security:

- i) Implement robust security measures, including SSL certificates, Virtual Firewall, Sandbox, Intrusion Prevention System, Intrusion Detection System, Anti-virus for servers, WAF, ADC etc., to safeguard user data and protect against unauthorized access.
- ii) Enhance security measures to meet stringent load and availability expectations.
- iii) Ensure compliance with the MeitY security guidelines, including but not limited to:
 - a) **Data Encryption:** Implement data encryption mechanisms to secure sensitive information such as invoice data, payment data, and disputed data while it is stored in the database and transmitted over the network.
 - b) **Secure Authentication:** Utilize strong and secure authentication methods for user logins, ensuring that only authorized personnel can access and interact with the data.
 - c) **Role-Based Access Control:** Implement role-based access control to restrict users' access to specific data based on their roles and permissions, minimizing the risk of unauthorized data access.
 - d) **API Security:** Ensure that APIs used to transfer data to various stakeholders are secured with appropriate authentication and

access controls to prevent unauthorized access.

- e) **Regular Data Backup & Restore exercise:** Perform regular data backups and store them on a segregated server or storage device on defined end of daytime to run analytics, to see position as well as to prevent data loss and ensure business continuity in case of unforeseen incidents. The Vendor would undertake periodical restore for testing the backup & the media. The backup & restore has to be logged by the Vendor with all information such as
 - f) **Disaster Recovery:** Ensure disaster recovery plan is in place to restore the database in the event of a fire, earthquake, vandalism, or other catastrophic events.
 - g) **Security Incident Response Plan:** Have a well-defined incident response plan in place to respond promptly and effectively to any security breaches or data incidents.
 - h) **Monitoring, Intrusion Detection & Incident response:** Set up monitoring systems to detect any suspicious activities or intrusions that could compromise the security of the data. In case of a cyber incident, the Vendor would carry out “incident response” and resume the normal operations at the earliest. Subsequent to such event, the Vendor has to submit a report on the incident, response and recovery process. The Vendor further has to ensure there is no repetition of similar kind of incident by imparting suitable security arrangement & process.
 - i) **Regular Vulnerability Assessments:** Conduct regular preventive vulnerability assessments & penetration testing to identify and address potential weaknesses in the Portal's security infrastructure in a quarterly basis. The Vendor would submit the quarterly report to PFCCL within fifteen (15) days from conducting the quarterly exercise.
- iv) **Web Portal & Mobile Application Security Audit:** Before going live, the Vendor would ensure that an Application & Security Audit is conducted either through CERT-IN or through a Third-Party CERT-IN empaneled Auditor, and after going live, the audit to be conducted every year during the currency of the contract. The Vendor would support the auditor in auditing process and resolve the reported issues before going live. All possible security measures must be provided to prevent

defacement/hacking/misuse etc. of the web Portal & Mobile Application. All the vulnerabilities would be mitigated, and action taken report has to be submitted to PFCCL within ten (10) days of the audit. The Vendor would also obtain the security clearance certificate, i.e. Safe-To-Host certificate from the auditor and handover the same to PFCCL in original.

- v) **STQC:** PRAAPTI Web Portal & Mobile Application is required to be certified by the Standardization Testing and Quality Certification (STQC), Ministry of Electronics and Information Technology (MeitY), Government of India for compliance with GIGW guidelines, immediately after hosting the web Portal & Mobile Application on GCC Server. Any deviation from GIGW and vulnerability reported by the STQC team during testing is to be fixed. The responsibility of obtaining the STQC clearance certificate and handing over the same to PFCCL in original will be with the Vendor and the same would be completed within one (1) month after hosting of web Portal & Mobile Application at GCC. In case STQC certification is further required during the period of contract, vendor will be responsible for the same and actual cost of STQC certification will be reimbursed to the Vendor.
- vi) All access into the web Portal would be done through secured "https". Secured Socket Layer (SSL) certificates and their renewal under concurrency of the contract will be in the scope of the executing Vendor. The digital certificates used for the Portal such as Verisign/ Certisign/ A-Trust/ DigiCert/ etc. should be compatible with all latest browsers like Microsoft Edge, Firefox, Google Chrome, Brave browser, etc.
- vii) Any other security compliance notified by Government of India

5.8 Database Management and Data Migration:

- i) Design the database architecture to handle high data churn with real-time data loading expectations.
- ii) The Vendor would migrate all the records, documents and other data, as decided by PFCCL, from existing servers to the new infrastructure, ensuing integrity of the migrated data
- iii) The Vendor would assess the data source, data format, data fields and number of records before data migration and would define proper validations, tracking and reporting and correction procedures for migration of data from the existing database/ any other format shared by

the PFCCL

- iv) To prevent data loss and ensure continuity of operations, the Vendor would develop and implement a reliable data backup, data restore, data replication and recovery plan, as detailed in Backup & Restore arrangement.

5.9 Source Code

- i) The Vendor would hand over the complete source code and associated configuration files of the final and functional website and Mobile Application to PFCCL at the time of acceptance of developed solution by PFCCL or at any other time as and when required.
- ii) Subsequently, the latest source code as updated during the warranty and support services would be submitted to PFCCL by the Vendor at the end of each month and also after every major change incorporated in the website or Mobile Application.
- iii) The source code of PRAAPTI Portal & Mobile Application would not be shared or used in any place other than PFCCL by the Vendor.

5.10 Login and Validation:

- i) Implement a secure login system with strong validation features to authenticate users and protect against unauthorized access.
- ii) Ensure the use of industry-standard authentication protocols and encryption techniques.
- iii) Provide various types of logins: Discom login, Supplier login, Admin login, and Super Admin login for various stakeholders such as MoP, PFC, PFCCL, Legal & Financial institutions etc. Administrator should be able to gain control over the front-end content, edit, add, or delete contents of the front end through Administrator Control Panel (ACP). There should be a user management part with different levels of access.
- iv) Implement role-based access control to ensure appropriate permissions and restrictions for each user category.

5.11 Revenue Management System (RMS):

- i) This module to include provision for raising the invoice by PFCCL against annual subscription/ Portal usage charges based on the quantum of invoices uploaded by users or any other mechanism as decided by the PFCCL.
- ii) Portal would calculate Portal usage charges and accordingly auto generate

the GST e-invoice along with IRN (Invoice reference number) as well as QR code generated by NIC Invoicing Portal (<https://einvoice.gst.gov.in>).

User would be able to make payment for such invoices within the revenue management system.

- iii) The RMS should be compatible for meeting various statutory requirements under applicable tax laws.
- iv) Portal to maintain the data and provide corresponding reports, alerts to various users. Portal should also have the functionality for sending the alerts/ reminders for invoice/ amount due on their registered emails.
- v) Portal must be compatible for integration with various modules of SAP/Oracle ERP or any other leading ERP (including the Customer, Invoicing and Payment information etc.)
- vi) RMS would be an integral part of the web Portal.
- vii) System should adhere the requirements of KYC Norms
- viii) **Payment Gateway:**
 - a) Integrate a secure and reliable payment gateway to facilitate online transactions for users
 - b) Ensure the compliance of the payment gateway with relevant industry standards and security guidelines

5.12 API Integration:

- i) Integrate necessary APIs as per the requirements of the owner to facilitate data transfer and interoperability with other systems or platforms.
- ii) Ensure seamless integration and reliable data exchange between the PRAAPTI Portal and external entities.
- iii) Ensure error-handling and monitoring for continuous functionality and adaptability to future changes.
- iv) Ensure security of the APIs used in the entire Portal & Mobile Applications.

5.13 Web Portal & Mobile Application Response time and loading time:

- i) **Page Load Time:** The web Portal & Mobile Application /app pages, including the homepage and major landing pages, should load within 2-3 seconds or less.
- ii) **First Contentful Paint (FCP):** FCP, measuring the time it takes for the first visual element to appear on the screen, should occur within 1.5 seconds or less.

- iii) **Time to Interactive (TTI):** TTI, indicating when the web Portal & Mobile Application/app becomes fully interactive for users, should be achieved within 2-4 seconds or less.

5.14 Training & Support:

- i) Develop a comprehensive training strategy for users to ensure effective onboarding and usage of the PRAAPTI Portal for DISCOMs and suppliers.
- ii) Preparation of various documentation such as user manuals, FAQs and regularly update the same.
- iii) Identify resource requirement and train IT professionals identified by the owner for developing the in-house capability for managing the PRAAPTI Portal.
- iv) Conduct security awareness training for users to educate them about best practices for handling data securely and avoiding potential security risks.
- v) Provide technical support for issue resolution and bug fixes on an immediate basis.
- vi) Allow Vendor's team to have remote access to the servers for deploying solutions, patches, updates, and maintenance.

5.15 Copyright, IPR & Trademark:

The Vendor would strictly comply to all national and international copyright, IPR and trademark requirements for all content available on PRAAPTI Web Portal & Mobile Application. All intellectual property rights, including but not limited to copyrights, trademarks, trade secrets, and patents, associated with the web Portal & Mobile Application developed under this agreement would belong to PFCCL.

5.16 Indian IT Act 2008 and relevant statutory guidelines:

The Vendor would strictly ensure confidentiality in maintaining information related to PFCCL and comply with the provisions of Indian IT Act 2008 and guidelines issued by other statutory bodies applicable within the Indian Territory and government Portal & Application hosting requirements.

5.17 Non-disclosure agreement:

The Vendor has to sign a non-disclosure agreement with PFCCL for the web Portal & Mobile Application design, code and information stored on PRAAPTI Web Portal & Mobile Application for the duration of contract and for a period of three (3) years after the expiry of the contract.

5.18 High Performance and Uptime:

- i) Use high-end processors with Windows or Linux OS as per requirements to ensure high performance.
- ii) Guarantee at least 99.9% uptime for the servers.

5.19 **Archive Management:**

- i) There should be an Auto Archival System to archive all Data entered through administration panel after the expiry date.
- ii) The archived data should be categorized into two parts:
 - a) **Public Archives:** - Should be available to general public through archive link within the specific page and should be searchable through search engines such Google, Yahoo, etc.
 - b) **Private Archives:** - Should not be available to general public either through archive link or through any search engine such as Google, Yahoo, etc. However, it should be available to backend team through the administrative panel.
 - c) While uploading the data/documents on web Portal & Mobile Application, there should be provision in the administrative panel to categorize the archival type as public or private.
 - d) Provision should also be there to move the data/documents from public to private and vice-versa through administrative panel.
- iii) Archived Data available in each of the archives should have filtering option to filter data between two given dates.

5.20 **Within Site Search Module**

- i) This module should allow web Portal & Mobile Application visitors to search for relevant information within the web Portal & Mobile Application.
- ii) Site search should work based on keywords and would search the entire database driven content. It should enable user to enter keywords in both English & Hindi for getting the search results
- iii) Search results should be displayed in the form of listing and will also have link to relevant pages within the web Portal & Mobile Application.

5.21 **Documentation**

- i) A detailed **System Requirement Study (SRS) and Analysis** with respect to design and development of the Web Portal and Mobile Application would be conducted by the Vendor extensively in consultation with PFCCL and properly documented to be submitted to PFCCL.

- ii) Subsequently, the Vendor has to prepare Business Blueprint of the Web Portal and Mobile Application and the same needs to be vetted by the Project Manager from PFCCL.
- iii) The Vendor would prepare the detailed list of activities, scope, and duration of each of the activity in a Detailed Project Plan in discussion with PFCCL to understand the overall objectives of the assignment.
- iv) To track the completeness and accuracy of Content and Data Migration, a Data Migration document would be prepared by the Vendor covering the scope, data source, data format, data fields, and number of records etc. of content / data migrated.
- v) The Vendor would provide Technical Manuals, User Manuals and Training material for guidance of the technical personnel and end-users in working with the newly developed PRAAPTI Web Portal & Mobile Application. The manuals would cover all aspects and features provided for use in the new Web Portal & Mobile Application as decided by PFCCL.
- vi) All the documents forming part of this contract would be delivered both in Hard copy and soft copy to PFCCL by the Vendor.

5.22 Backup & Restore Arrangement for Business Continuity

- i) The System would provide facility to take complete and incremental backups covering all the system software, Application software, database, servers etc. on media such as hard disk drives etc. at user defined time frequencies e.g., daily, monthly, yearly, etc.
- ii) The Vendor would formulate an effective data back-up strategy & disaster recovery plan to ensure business continuity in case of any exigency / breakdown and would take sign-off on this strategy from PFCCL.
- iii) The Vendor would be responsible for implementing the approved data back-up and disaster recovery plan during the contract period.
- iv) The Vendor would regularly review/ update the backup strategy keeping pace with the technological advancement.
- v) The Vendor would test the effectiveness of the Back-up Strategy and execute the mock Disaster Recovery Drills on timely basis as per the approved plan.
- vi) The Vendor would ensure complete support during planned Disaster Recovery drills conducted by PFCCL during the contract period.

5.23 IT Outsourcing Compliance Requirements

- i) The bidder would ensure that all information / assets handed over to its resources during the course of the contract (plus any copies made thereafter, including backups and archives) are duly returned and/or destroyed after closure of the contract.
- ii) PFCCL would have access to all records, and information relevant to the outsourced activity available with the service provider pertaining to outsourced activity during the currency of the contract.
- iii) The Bidder would allow PFCCL (or its representatives) to conduct audits either by PFCCL's internal/ external auditors, or by external specialists appointed to act on PFCCL's behalf and to obtain copies of any audit or review reports and findings made on the service provider in conjunction with the services performed for PFCCL

5.24 Other Requirements

- i) The web Portal & Mobile Application would contain other features like video clips, animation etc. which will add value to the PRAAPTI Portal. Video clips, Animation etc. needs to be done by Vendor.
- ii) Capability of integration with the other Portals

5.25 TESTING & ACCEPTANCE BY PFCCL

- i) Satisfactory completion of acceptance tests, hosting of web Portal & Mobile Application at GCC servers and completion of STQC certification to the satisfaction of PFCCL by the Vendor
- ii) Acceptance or waiver of tests will not relieve the Vendor from the responsibility to furnish the web Portal & Mobile Application in accordance with the specifications.
- iii) PFCCL also reserves the right to conduct any testing/benchmarking of previously approved web Portal & Mobile Application at any stage before taking over of the web Portal & Mobile Application and if the same reveal non-compliance to the specifications, the Vendor would take necessary action so that the Portal / Application conforms to the specifications to the satisfaction of the owner.

5.26 Confidentiality:

Both parties agree to keep confidential any proprietary or sensitive information disclosed during the course of the web Portal & Mobile Application development, including but not limited to trade secrets, technical specifications, algorithms, and

other non-public information. This obligation of confidentiality would survive the termination of the Contract Agreement.

5.27 Indemnification:

The Vendor warrants that the web Portal & Mobile Application developed under the Contract Agreement does not infringe upon the copyright, intellectual property rights and trademark of any third party. The Vendor would indemnify and hold harmless PFCCL from any claims, damages, liabilities, and expenses arising out of any infringement of copyright, trademark and intellectual property rights related to the web Portal & Mobile Application. The Vendor would indemnify the data sensitivity and data integrity of the Portal

5.28 Governing Law and Jurisdiction:

The Contract Agreement would be governed by and construed in accordance with the local laws. Any disputes arising out of or in connection with the Contract Agreement would be submitted to the exclusive jurisdiction of the courts of Delhi.

6.0 Deliverables & Timelines

6.1 Deliverables

For web Portal & Mobile Application development Vendor is bound to deliver the following during development and maintenance period:

- a) System Requirement Study (SRS) Document
- b) Blueprint, Detailed Project Plan, Functional Specifications and Design documents.
- c) The ownership of all source code of web Portal & Mobile Application/Mobile apps/database/ software used for the purpose of hosting on the server would rest with PFCCL.
- d) Data Migration Document
- e) Technical Manuals, User Manuals and Training material (with versioning as and when changes are incorporated)
- f) Web Portal & Mobile Application STQC audit & Functional audit reports by CERT-In empaneled IT audit firm. (After development, before deployment)
- g) Change management and approvals
- h) Source code at an interval of monthly / major changes incorporated
- i) Data Backup / Archival process

- j) Upgrade the developed PRAAPTI Portal & Mobile apps for all various schemes under PRAAPTI.
- k) Implement changes based on requirements from PFC Consulting Limited (PFCCL).
- l) Adopt a Scrum methodology for development and release of features in short intervals for review.
- m) FAQ and web Portal & Mobile Application policy drafting as mandated by Government of India

6.2 Contract Timelines:

i) Contract Period:

PFCCL will enter into a service contract with the successful bidder for a period which includes development period (as indicated in Phase-I & Phase-II) and three (3) years of Operations & Maintenance period for Phase-III as defined in clause 4.1.

ii) Extension of Contract:

PFCCL can further extend the contract period with approval of competent authority based on mutually agreed terms and conditions as may be approved by competent authority at the time of extension..

iii) Pre-Closure of Contract

In case of unsatisfactory service, PFCCL reserves the right to terminate the contract at any point of time during the currency of the contract by giving three (3) months' notice to the Vendor. In case of pre-closure of the contract the Vendor would be paid pro rata fees according to the service of the contract.

iv) Transfer of assets in case of Exit/ Suspension/ Termination

In case of exit or suspension or termination, the Vendor would continue uninterrupted services and also transfer and maintain all project assets including Application software, databases, system software, including documents or any other relevant material that may be in its custody or control, till the time required by PFCCL or during the transition period till new Vendor comes on-board.

7.0 Pre-Bid Meeting

During a pre-bid meeting for a tender, prospective bidders could ask questions and seek clarifications on various aspects of the tender. These questions can cover everything related to

the functionality of the current PRAAPTI Portal, tender process, project specifications, contract terms, and other relevant details

8.0 Submission of Bid and Bid Formats

8.1 The bid would consist of two parts "Technical Proposal" and "Financial Proposal" and should be duly submitted online using the e-Procurement Portal GeM on or before the due date and time (1200 hrs on 30.01.2025). **The Technical Proposal should contain Form-1 to Form-6 & Financial proposal should contain Form-7 as described below.** All the forms should be duly filled and signed by authorized signatory. **In case the bidder fails to submit any of the formats, the bid would be considered as unresponsive.**

Sl.	Form No.	Form Name	Form Description
1	Form-1	COVERING LETTER	i. Covering letter for submission of bid as per the terms & conditions set out in tender document. No proposal for deviation/part scope of work will be considered
2	Form-2	EXPERIENCE OF ORGANIZATION	i. Details about the bidder's past experience, including assignment information, client details, and proof of past work. Documentary evidence (e.g., Copy of Work Order/ Letter of Award and Project Completion Certificate/ proof of final payment/ any other relevant documents) to be provided in support of past experience.
3	Form-3	AUTHORISATION LETTER	Authorization letter certifying the authorized person to sign the proposal
4	Form-4	UNDERTAKING	The Bidder should not be under a Declaration of Ineligibility for corrupt or fraudulent practices with any of the Government or Public Sector Units and must not be a blacklisted company declared by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency
5	Form-5	FORMAT OF THE BID SECURITY	i. The Bidder should submit the Earnest Money Deposit (EMD) as mentioned in the Bid Document. In case of MSME, also MSME Certificate.
6	Form-6	FORMAT FOR CALCULATION OF	i. Documentary proof in support of turnover would be submitted by the Bidder in the form of certificate,

Sl.	Form No.	Form Name	Form Description
		AVERAGE ANNUAL TURNOVER	certified by Chartered Accountant along with copy of audited annual accounts for the relevant years. ii. Bidder must have an average annual turnover of Rs. 5 crores during the last three financial years (i.e., FY FY 2021-22, 2022-23 & 2023-24).
7	Form-7	SCHEDULE OF PRICE BID	The "Financial Proposal" should contain the detailed price offer for the consultancy services as per format provided

8.2 Bidder would submit the Pre-Award Integrity Pact in the format as prescribed in Annexure II, which would be applicable for and during the bidding process, duly signed on each page by any whole-time Director / Authorized Signatory, duly witnessed by two persons, and would be submitted by the Bidder in two (2) originals in an envelope, duly superscripted with Pre-Award Integrity Pact before the bid submission deadline at PFCCL office. The Bidder would submit the Pre-Award Integrity Pact on non-judicial stamp paper of Rs. 100/- each duly purchased from the National Capital Territory of Delhi.

8.3 Bidder would submit the Vendor Form in the format as prescribed in Annexure IV duly signed by any whole-time Director / Authorized Signatory and would be submitted by the Bidder in original in an envelope, duly superscripted with Vendor Form before the bid submission deadline at PFCCL office.

9.0 Bid Opening and Evaluation of Proposals

9.1 Opening of Technical Proposal

The Technical Proposal will be opened **online on 30.01.2025 at 1230 hrs.** (IST) in the presence of the authorized representatives of the bidders, who wish to be present.

9.2 Technical Proposal Evaluation

A) Responsiveness check: Completeness of bid with respect to bid document:

The bidding is open to all qualified bidders who fully meet the following minimum qualifying requirements and provide satisfactory evidence concerning the same.

- The Technical Proposal should contain Form-1 to Form-6. All the forms should be duly filled and signed by authorized signatory.
- EMD in original to be submitted at PFCCL office before the bid submission

deadline.

- iii) The Bidder must be a company registered under the Companies Act, 2013 (or 1956) and in operation as on the date of submission of bid and should have its registered office in India.
- iv) The Bidder should have a valid GST registration and a valid PAN.
- v) No consortium/Joint Venture (JV) is allowed.
- vi) Bidder must have an average annual turnover of Rs. 5 crore during the last three financial years (i.e., FY 2021-22, 2022-23 & 2023-24).
- vii) Bidder should have satisfactorily completed at least two (2) "Similar Work" costing not less than Rs 40 Lakh each during the last three Financial Years (i.e., FY 2021-22, 2022-23 & 2023-24) & till Bid Submission.

Notes:

"Similar Work" means that the bidder has successfully designed, developed, and implemented Web Portal Project having data base driven dynamic content.

B) Evaluation criteria for technical bids (to arrive at Technical Score)

Criteria for evaluation of the performance of bidders in technical bids
(Minimum Criteria: 60 Marks)

Sl.	Evaluation Component	Marks (Max.)	Description of Item	Marks allotted
1	For satisfactorily completing "Similar Work" costing not less than Rs 40 Lakh during the last three Financial Years (i.e., FY 2021-22, 2022-23 & 2023-24) & till Bid Submission Date	50	<ul style="list-style-type: none"> i) Four (04) Assignments ii) Three (03) Assignments iii) Two (02) Assignments 	<ul style="list-style-type: none"> 50 40 30
2	For satisfactorily completing one "Similar Work" costing not less than Rs 40 Lakh during the last three Financial Years (i.e., FY 2021-22, 2022-23 & 2023-24) & till Bid	10	iv) One (01) Assignment	10

Sl.	Evaluation Component	Marks (Max.)	Description of Item	Marks allotted
	Submission Date for PSUs/Govt. Departments/Govt. Organizations <i>(The Assignment considered by bidder for S. No. 1 can be considered for S. No. 2 also)</i>			
3	For satisfactorily completing work pertaining to development of Revenue/ Fund/ Billing management system (either as a separate Portal or as an integral part of a web Portal)	20	i) Two (02) Assignments ii) One (01) Assignment	20 10
4	Average Annual turnover during last three (03) Financial Years (i.e., FY 2021-22, 2022-23 & 2023-24)	20	i) Avg. annual turnover of Rs. 5 Crore in last three FY. ii) For every increase of avg. annual turnover by Rs. 1 Crore over and above of Rs 5 Crore, 1 mark will be allotted subject to maximum of 10 Marks	10 Proportionate increase for every Rs. 1 crore. (Ex.: For avg. annual turnover of Rs. 8.6 Crore, total marks given will be 13 (10+3))

The Bidder is required to submit the documentary evidence for the above evaluation components as per the formats stated in clause 8.0

9.3 Those bidders whose Technical Score is 60 or above will be considered as

technically qualified bidder. The financial bids of technically qualified bidders will be opened. Final selection of Vendor will be based on QCBS (Quality and Cost Based System) method as per methodology defined in clause 9.6.

9.4 Opening of Financial Proposal

The "Financial Proposal" would be opened online only for the technically qualified bidders. The date and time of opening of the "Financial Proposal" of the technically qualified bidders will be intimated along with qualifications of the technically qualified bidders. The Financial Proposal will be opened online in the presence of the authorized representatives of the bidders, who wish to be present.

9.5 Financial Proposal Evaluation

- i) The Financial Proposal should be quoted on a lump sum basis as mentioned in Form 7 inclusive of all taxes and duties etc. including GST as may be applicable. The Bidder to quote following fees in Form 7:

- a) Design & Development Fees for but not limited to Design and Development of Web Portal & Mobile Application, Audit by CERT-in Empaneled Auditor, Allocation of cloud infrastructure & security arrangements, database migration from existing server to the new server and functionality checking of the web Portal & Mobile Application, STQC certification immediately after hosting on server.
- b) Annual Fees including but not limited to Annual Maintenance & Hosting Charges, Deployment of Resources, Annual Web Portal & Mobile Application Audit etc. Annual Fees will be same throughout the three years of operation and maintenance period.

Total Contract Value to be quoted by bidder: Design & Development Fees + Annual Fees (per year) X 3 (three). (As quoted in Form 7)

Design & Development Fees quoted by Bidder should not be more than 50% of Total Contract Value.

- ii) Total Contract Value (as quoted in Form 7, which is inclusive of taxes) will be considered for financial evaluation.
- iii) GST will be paid at the rate of 18%.
- iv) Income tax at source and GST TDS will be deducted by PFCCL as per the applicable law and regulation and TDS certificate would be issued to the selected bidder by PFCCL.
- v) In case STQC certification is further required during the period of contract, vendor

will be responsible for the same and actual cost of STQC certification will be reimbursed to the Vendor.

- vi) The price offer for the assignment should be quoted on a lump sum basis inclusive of travelling, lodging & boarding expenses, TA/ DA, out of pocket expenses viz. Photostat, typing, printing etc. under Scope of this tender will be borne by the Bidder and PFCCL will not take any responsibility whatsoever on this account.
- vii) The Bidder would quote prices taking into consideration the complete scope of work, any item left out and not specifically mentioned but are required for completion of the work would be carried out by the firm without any additional cost to PFCCL.

9.6 Selection of the Bidder (Selection method of Evaluation):

- i) For selection of Bidder, Quality and Cost Based System (QCBS) method will be used with 70% weightage to technical score and 30% weightage to financial score.
- ii) Total Score for each Bidder will be calculated as per following formula:

Total Score: $[0.7 \times \text{Technical Score (TS)}] + [(0.3 \times 100) / (\text{Bidder Price i.e. quoted Total Contract Value of Bidder} / \text{Lowest Bid Price i.e. lowest of Total Contract Value of all Bidders})]$
- iii) The assignment will be awarded to the technically qualified bidder who has scored the highest Total Score, without condition(s) or alternate Financial Proposal. The financial proposal with condition(s) or alternate price bid will be summarily rejected.
- iv) In case of tie of two or more bidders, preference will be given to the bidders whose Technical Score is higher.

10.0 Earnest Money Deposit (EMD)

- 10.1** All bids must be accompanied by a bid security (EMD) for an amount of Rs. 10,00,000/- and any bid not accompanied by the required bid security (EMD) would not be opened. EMD can be provided in the form of Bank Guarantee as per format provided at Annexure III or in the form of banker's cheque/ Bank transfer (NEFT, RTGS transaction)/ demand draft. Demand draft or banker's cheque to be issued in favour of 'PFC Consulting Limited'. Scanned copies of banker's cheque/ Bank statement (in case of NEFT, RTGS transaction)/ demand draft/ Bank Guarantee on a/c of EMD need to be uploaded while submitting bids.

- 10.2** Original copy of banker's cheque or demand draft or Bank Guarantee on a/c of bid guarantee (EMD) should reach at PFC Consulting Ltd located at 9th Floor, Statesman House, Barakhamba Road, Connaught Place, New Delhi – 110001 before the due date & time of opening of technical bid i.e 30.01.2025 by 12:30 pm.
- 10.3** The Bidder should submit the Bid Security Declaration Form (Form-5) and Earnest Money Deposit (EMD) as mentioned in above the bid document.
- 10.4** Any bid not accompanied by the EMD would be rejected by PFCCL as being non-responsive.
- 10.5** EMD of unsuccessful bidder would be return after the acceptance of Letter of award by the successful bidder and EMD of successful bidder will be return on submission of CPG.
- 10.6** No Interest will be payable by PFCCL on the EMD.
- 10.7** Relaxations if applicable for MSME for submission of EMD would be as per Government orders.
- 10.8** For NEFT/RTGS, bank details of PFCCL are as under:
Name of Organization: PFC Consulting Limited
Name of Bank & Branch: ICICI Bank, Connaught Place, New Delhi, 110001
Bank Account Name: PFC Consulting Limited
Account No. : 000705036117
IFSC: ICIC00000007

11.0 Contract Performance Guarantee (CPG)

- 11.1** In the event of an award, the selected bidder (Bidder), within fifteen (15) days of issue of Letter of Award from PFCCL, will be required to submit CPG in the form of a Bank Guarantee (BG)/ banker's cheque/ Bank transfer (NEFT, RTGS transaction)/ demand draft equivalent to Five Percent (5%) of Total Contract Value quoted by bidder.
- 11.2** The guarantee would be valid till four years from the date of submission of bids.

12.0 Payment Terms

The Payment schedule would be as per below mentioned milestones:

Milestone	Activities Covered	Payment
Milestone 1	Requirement gathering and submission of Software Requirement Specification (SRS) document	10% of Design and Development Fees
Milestone 2	Development of Web Portal & Mobile Application and its Auditing & Testing	35% of Design and Development Fees
Milestone 3	Allocation of cloud infrastructure & security arrangements, database migration from existing server to the new server and functionality checking of the web Portal & Mobile Application	25% of Design and Development Fees
Milestone 4	Training, Handover of documents and Successful running of the Web Portal & Mobile Application for 3 months	30% of Design and Development Fees
Milestone 5	Maintenance and required enhancements after completion of requirements for successful hosting of Web Portal & Mobile Application as a part of annual fees	Pro rata quarterly payment of Annual Fees

- i) The payment of each Milestone would be paid after completion of the respective Milestone within stipulated time, on submission of Invoice by the Vendor along with relevant documents.
- ii) The Vendor is responsible to complete all the assigned tasks as per the Milestone schedule. In case of termination/pre-closure of contract before completion of the contract period, the payment, as above mentioned, would be made on pro-rata basis for completed period of service on submission of Invoice by the Vendor along with a copy of the source code and satisfactory completion of service certification by PFCCL up to pre-closure date only.
- iii) The Bidder would submit the bills in duplicate to PFCCL addressed to CGM, PFCCL, indicating the milestone achieved, out of the ones indicated above.

13.0 Service Level Agreements (SLAs)

- i) The services provided by the Vendor will be covered in a defined SLA under different categories of severity, response & resolution time. The SLAs will be protected with associated penalties for breaching the response & resolution time defined in below section. The Vendor has to provide the services within the boundaries of the defined SLAs. The Vendor would submit the detailed quarterly SLA report to the project manager at PFCCL.
- ii) The Vendor would always endeavor to resolve problems as swiftly as possible. If the onsite resource is not able to address the issue, there should be backend support available to the onsite engineer for timely resolution of the issue. In case, On-call support engineer is also unable to resolve the issue, then the required experts from backend support team should visit the site to rectify the problem.

Severity	Definition
P1- Critical	The incident/problem that affects the entire Applications, majority (> 75%) of the business operations falls in this category e.g., Application down, Application services not available etc.
P2- Severe Problem	The incident/problem has significant impact on business operations & large number of users, critical business functions are affected will fall in this category e.g., Application not available for selected users or services partly affected etc.
P3- Moderate Problems	A problem that affects a very limited number of users, which is not business critical e.g., some Application software component is not responding, configuration issues etc. Planned installations, migrations, up gradations, capacity addition and changes to software inventory etc.

iii) Service Levels for Services

Severity Level	Response Time	Resolution Time	Benchmark		Calculation window
			Response Time	Resolution Time	
P1	15 mins.	60 mins.	99.5%	99%	Quarterly
P2	15 mins.	90 mins.	99.5%	99%	
P3	60 mins.	4 hrs.	99%	98%	

iv) Measurement of Penalties

- a) The response time & resolution time will be measured from the time issue is reported to the Vendor's resource at PFCCL and resolution/closure of the issue. If the Vendor fails to meet the defined SLAs, the penalty will be calculated and applicable as detailed below and decision of the PFCCL project manager would be final in this regard.
- b) The penalty would be calculated for number of hours or part thereof by which the SLA was missed as per below penalty clause. The applicable penalty would be deducted from the payment due to the Vendor.

Sl.	Severity Level	Penalty Per Hour	Remarks
1.	P1	3% of applicable quarterly payment	Overall ceiling of penalty will not exceed 10% of the applicable quarterly payment.
2.	P2	2% of applicable quarterly payment	
3.	P3	1% of applicable quarterly payment	

- v) The Vendor would be responsible for fixing bugs/ issues, functionality enhancements, patches to cater changes, modification or enhancement to existing business processes, incremental integrations with external systems and changes to configurations in cloud hosting infrastructure & customizations as and when required at no additional cost to PFCCL.

14.0 Contract Agreement

- 14.1 In the event of award, the selected bidder ("Bidder") will be required to enter into a Contract Agreement with the PFCCL within fifteen (15) days from the date of the Letter of Award (LOA) or within such extended time, as may be granted by the PFCCL.
- 14.2 Formal Contract Agreement will be executed on non-judicial stamp paper of Rs. 100/- (Rs. One hundred only) as per the format provided by PFCCL. Two sets of Non-Judicial Stamp papers of Rs.100/- each to be purchased by the Bidder from Delhi State.
- 14.3 The Agreement will be signed in two originals and the Bidder would be provided with one signed original Agreement
- 14.4 The date of execution of the Contract Agreement in no case would alter the date of

start or completion period of the work.

- 14.5** Till the time a “Contract Agreement” is prepared and executed, the Letter of Award would be read in conjunction with the Bidding Documents and will constitute a binding contract.

15.0 Validity of Bid

Bidders would keep their bids /proposals valid up to one hundred eighty (180) days from the date of opening of the Financial Proposal. Bidders may be required to further extend the validity of Bid as per the requirement of PFCCL.

16.0 Third-Party Materials

In the event that the Vendor incorporates any third-party materials, such as open-source software or stock images, into the web Portal & Mobile Application, the Vendor would ensure compliance to the relevant rules and regulations for usage of such materials at no extra cost to PFCCL. The Vendor would inform PFCCL of any third-party materials used and provide necessary documentation regarding their usage.

17.0 Liability for Delay

In case of any delay in execution of the order beyond stipulated date of delivery work schedule, including any extension permitted in writing, the Owner reserves the right to recover from the Vendor a sum equivalent to half percent ($\frac{1}{2}$) of the value of delayed unperformed services for each week of the delay and part thereof subject to a maximum of five percent (5%) of the total value of the Contract.

Alternatively, the owner reserves the right to procure the unperformed services from elsewhere at the risk and cost of the Vendor and recover all such extra cost incurred by the owner in procuring the services by the above procedure.

Alternatively, the owner may cancel the Contract completely without prejudice to his right under the alternatives mentioned above.

18.0 Bid Currencies

Prices would be quoted in Indian Rupees only.

19.0 Clarification of Bids

To assist in the examination, evaluation, and comparison of bids the Owner may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response would be in writing and no change in the price or substance of the bid would be sought, offered, or permitted.

20.0 Sub-Letting

The Vendor would not sub-let, transfer, or assign any part of this order without the prior written consent of the owner. Copies of sub-contract order would be forwarded to the owner.

21.0 Nature of Vendor's Default

If the Vendor:

- i) has failed to comply within a reasonable time with a notice such that the Vendor is not executing the Works/ services in accordance with the Contract or is neglecting to perform his obligations there under so as to seriously affect the program for carrying out of the Works, the owner may give notice to the Vendor requiring him to make good such failure or neglect.
- ii) assigns the Contract or sub-contracts the development, maintenance, and enhancement of Portal without the written consent of the Owner or
- iii) becomes bankrupt or insolvent and has a receiving order made against him or compounds with his creditors, or carries on business under a receiver, trustee, or manager for the benefit of his creditors or goes into liquidation.

The owner may, after giving fifteen (15) days' notice to the Vendor terminate the Contract.

Any such expulsion and termination would be without prejudice to any other rights of powers of the owner, or the Vendor under the Contract. Further, in such a case, Vendor may be debarred for future assignments with PFCCL for a period of maximum three (3) years from the date of such disqualification.

22.0 CANCELLATION/ TERMINATION

The Owner reserves the right to cancel the order in part or in full by giving one-week advance notice thereby if:

- i) The Vendor fails to comply with any of the terms of the order.
- ii) The Vendor becomes bankrupt or goes into liquidation.
- iii) The Vendor makes general assignment for the benefit of the creditors; and
- iv) Any receiver is appointed for the property owned by the Vendor.
- v) The bidder to ensure that contents/ essence of any reference/ documents given would not be disclosed to any third person without the express approval of PFCCL, failing which the engagement of the Bidder will be liable for termination.

23.0 Other Terms & Conditions

- 23.1** The Controlling Authority during the period for the arrangement would be CGM, PFCCL.
- 23.2** The Bidder would make available appropriate personnel as may be required for successful execution of the assignment and or as may be required by PFCCL on specified dates, venues, and time in order to meet the obligations of PFCCL.
- 23.3** All claims would be raised by the Bidder as per the terms of payment after being due and would be accepted for payment based on satisfactory progress and quality of the work at the sole discretion of the competent authority.

- 23.4 In case there is a delay by the Bidder in accomplishing the deliverables which in the opinion of PFCCL is attributable to the Bidder, PFCCL reserves the right to get such specific work(s) done through any other Vendor at the risk and cost of the Bidder for timely completion of the deliverables.
- 23.5 In case the performance of the proposed team member(s) is not satisfactory, the Bidder will be asked to change/ replace the team member(s) with a member acceptable to PFCCL within seven (7) days of receipt of such request from PFCCL.
- 23.6 PFCCL with the approval of CEO can cancel the contract at any stage of the work in case it is found that the knowledge of a team/ team member(s) and or his/ her performance is not satisfactory, or any information given at the time of submission of the bid is found to be incorrect.
- 23.7 Given the nature of the work being entrusted, the Bidder would have to give an undertaking to the effect that the contents/ essence of any reference/ documents given would not be disclosed to any third person without the express approval of PFCCL, failing which the engagement of the Bidder could be terminated.
- 23.8 If due to any reason or decision of the Govt./ Client the Assignment is dropped, and the Bidder is directed to discontinue work, the "Drop Dead Fee" would be limited to the payments received by the Bidder and the claims already raised, as per the payment terms relating to the Assignment, till the point of calling off the Assignment or as mutually agreed.
- 23.9 Bidder would not be hired for any work whose interests are in conflict with their prior or current obligations to the other Organizations/ clients or that may place them in a position of being unable to carry-out the work assigned to them at any point of time during the currency of engagement by PFCCL or above all enable them to pose a threat to PFCCL's consulting business in future. Without limitation on the generality of the foregoing, Bidder would not be hired for such circumstances.
- 23.10 Bidder who has business or family relationship with member(s) of PFC's and/ or PFCCL's employees or persons positioned in or on the Board of these two Organizations by whatever process, would not be engaged. A declaration to this effect would be taken from the Bidder when being engaged, and if found incorrect, the Bidder would be debarred from any further engagement by PFCCL ever.
- 23.11 The Bidder would keep PFCCL, both during and after the term of this Contract, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, suffered by PFCCL or any Third Party, where

such loss, damage, injury or death is the result of a wrongful action, negligence or breach of contract by the Bidder, or the Bidder's personnel, including the use or violation of any copyright work or literary property or patented invention, article or appliance.

- 23.12** No offer should be sent by Fax or E-mail.
- 23.13** PFCCL reserve the right to accept or reject any or all Proposals/ Offers or annul the bid Process or modify/ change the content of the bid document without assigning any reason.
- 23.14** PFCCL would not entertain any claim of any nature, whatsoever, including without limitations, any claim of expenses in relation to the preparation, submission or any other activity relating to bidding or any other expense till award of contract.
- 23.15** Bidder would maintain strict confidentiality about the affairs of PFCCL and would not disclose any information about PFCCL to any outside person. Bidder would make available the services of the identified personnel as may be required for successful execution of the work and or as may be required by PFCCL on specified dates, venues, and time in order to meet the obligations of PFCCL.

Yours sincerely,
For and on behalf of PFC Consulting Ltd.

Neeraj Singh
(Chief General Manager)

Encl.: As Above

SECTION – 2

BID FORMS AND PROFORMA

FORM – 1: COVERING LETTER

From: Chief General Manager
To: 9th Floor, Statesman House
Name: Barakhamba Road, Connaught Place, New
Designation: Delhi – 110001
Address:

Sub: Appointment of Bidder for DESIGN, DEVELOPMENT, HOSTING AND MAINTENANCE OF PRAAPTI PORTAL & MOBILE APPLICATION

Sir,

1. We _____ (Name of Bidder) herewith enclose Technical & Financial proposal for selection of our Organization as Bidder on lump sum basis for DESIGN, DEVELOPMENT, HOSTING AND MAINTENANCE OF PRAAPTI WEB PORTAL & MOBILE APPLICATION.
2. We are submitting our bid consisting of:
 - i) **Technical Bid** consisting of:
 - a) Form-1, Form-2, Form-3, Form-4, Form-5 and Form-6 duly filled and signed by authorized signatory and authority letter as per Form-3 as per Section-2 of bid documents
 - b) The Bidder should agree to the entire scope of work and deliverables (given in the Covering Letter Form-1). No proposal for deviation/ part scope of work/ condition will be considered.
 - c) Documentary proof in support of turnover would be submitted by the Bidder in the form of certificate certified by Chartered Accountant along with copy of audited annual accounts for the relevant years.
 - d) Details of past experience are to be provided in Technical Bid as per format provided at Form-2. Documentary evidence (e.g., Copy of Work Order/ Letter of Award and Project Completion Certificate/ proof of final payment/ any other relevant documents) to be provided in support of past experience.
 - ii) **Financial bid** should be submitted online as per format provided at Form 7 of Section 2 of Bid document.
3. _____ [Name and contact information of Bidder] would be the Bidder for the assignment on its own and not in consortium/JV.
4. We declare that the quoted lump sum fee is firm and would remain valid for the entire period of the consultancy assignment. We further declare that the above quoted fee includes all taxes (including GST) payable by us under this consultancy assignment.
5. We hereby confirm that if any Income Tax, Surcharge, GST or any other Corporate Tax is attracted under the law, we agree to pay the same to the concerned authorities.
6. We confirm that the prices and other terms and conditions of this proposal are valid for a period of

180 days from the date of opening of the Financial Proposal.

7. We declare that the services will be rendered strictly in accordance with the specifications. We confirm our acceptance/compliance to the Deliverables and Terms of payment clauses as stipulated in the bid documents. We confirm that Contract Performance Guarantee equivalent to 5% (Five Percent) of Total Contract Value quoted by us would be provided as per the prescribed format in case of placement of award.
8. We hereby declare that only the company, persons or Bidders interested in this proposal as principal or principals are named herein and that no other company, person or Bidder other than one mentioned herein have any interest in this proposal or in the contract to be entered into, if we are awarded this contract.
9. We declare that the services will be rendered strictly in accordance with the specifications, and we do not have any deviation to any of the terms and conditions of the bidding documents.
10. We confirm and certify that all the information/ details provided in our bid are true and correct.
11. We give our unconditional acceptance to the Bid Documents issued by PFCCL, and as amended. We would execute the Contract Agreement as per the provisions of the Bid Document.
12. Further, we confirm that we agree to and seek no deviations from the scope of work, time schedule, deliverables, payment terms and all other terms and conditions as contained in the "Bid Document". The proposal is unconditional. The Bid will be valid One hundred eighty days (180) from the opening of Financial Proposal.
13. We also declare that by taking this assignment we do not have any conflict of Interest with any of our prior or current obligations to other organizations/ clients and also do not have business or family relationship with member(s) of PFCCL's employees or persons positioned in or on the Board of organization by whatever process and if found incorrect, we may be debarred from any further engagements by PFCCL forever.
14. We certify that all the information provided in our bid is true. We understand that any willful misstatement in the bid may lead to disqualification or cancellation of award if made or termination of contract. We also understand that in such a case we may be debarred for future assignments with PFCCL for a period of maximum three (3) years from the date of such disqualification.
15. Further, we undertake that in the event of our appointment as successful Bidder, given the nature of the work being entrusted, the contents/ essence of any reference/ documents given would not be disclosed to any third person without the express approval of PFCCL, failing which the engagement of the Organization would be terminated.

Date:

Place:

For and on behalf of Bidding Organization

M/s

(Signature of authorized signatory)

Name:

Designation:

Company Seal

FORM – 2: EXPERIENCE OF ORGANISATION

1. Brief Description of the Organization:
2. Outline of experience on assignments:

Sl.	Name of Assignment with work order no. and date	Client Name and Address	Client Organization Type (PSU/Gov Department/Gov Organization/Others)	Date of Commencement	Date of Completion (Along with the relevant proofs as mentioned in point 1 below)	Document Description for attached documents as mentioned in Note	Scope of Work in brief	Contract Value
1								
2								
3								
4								
5								

1. It is hereby certified that the above-mentioned details are true and correct.
2. It is hereby certified that our company has actually carried out and completed the above-mentioned work/assignments

Signature of Authorized Signatory

Full Name:

Designation:

Note:

1. Along with the Details, Bidder should submit the relevant proofs: completion certificates, (or) Confirmation of receipt of payment of at least 90% of total order value by the bidder duly certified by a Chartered Accountant (or) other documentary evidence to establish completion of the work.
2. Copy of Work Orders for the works mentioned above

FORM – 3: AUTHORISATION LETTER
(ON THE LETTER HEAD OF THE BIDDER)

I _____ certify that I am _____ of the Organization, organized under the laws of _____ and that _____ who signed the above Proposal is authorized to bind the Organization by authority of its governing body.

Contact Details of Authorized Person:

Name:

Designation:

Mobile Number:

Email Id:

Signature:

Full Name:

Address:

(Company Seal)

Note: Bidder would also attach the board resolution for authorization

FORM – 4: UNDERTAKING
(ON THE LETTER HEAD OF THE FIRM)

**(FORMAT OF UNDERTAKING TO BE FURNISHED WITH REGARD TO BLACKLISTING/
NON- DEBARMENT)**

We hereby confirm and declare that we M/s _____, are not under a Declaration of Ineligibility for corrupt or fraudulent practices with any of the Government or Public Sector Units and are not blacklisted/ De- registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 3 years.

Date:

Place:

For and on behalf of Bidding Organization

M/s

(Signature of authorized signatory)

Name:

Designation:

Company Seal

FORM – 5: FORMAT FOR SUBMISSION OF BID SECURITY

[On the Letter Head of the Bidding Organization]

Date:

To,

Chief General Manager
9th Floor, Statesman House
Barakhamba Road
Connaught Place, New Delhi – 110001

Dear Sir,

Sub: Bidders Declaration in respect of EMD for DESIGN, DEVELOPMENT, HOSTING AND MAINTENANCE OF PRAAPTI PORTAL & MOBILE APPLICATION.

1. I _____ being duly authorized to present and act on behalf of M/s (insert name of Bidding Organization) (hereinafter called the “Bidder”) and having read and examined in detail the Bid Document, the undersigned hereby agree the following:
2. We,(insert name of Bidding Organization) are submitting the Bid for DESIGN, DEVELOPMENT, HOSTING AND MAINTENANCE OF PRAAPTI WEB PORTAL & MOBILE APPLICATION in response to the tender dated 26.12.2024, issued by PFC Consulting Limited, as per the terms of the Bid Document.
3. We,.....(Insert name of Bidding Organization) are submitting this Earnest Money Deposit (EMD) amount of Rs. 10,00,000/- and agree that any bid not accompanied by the required bid security (EMD) would not be opened.
4. We agree that.....(insert name of Bidding Organization) in case the bid is withdrawn or Modified during the period of its validity or if..... (insert name of Bidding Organization) fail to sign the contract in case the work is awarded to us or fail to submit a performance security before the deadline defined in the Bid Document/ letter of award, then (Insert name of Bidding Organization) would be suspended for participating in the bidding process of PFCCL, for a period of three (03) years from bid due date of above referred tender.

For and on behalf of Bidding Organization
M/s
(Signature of authorized signatory)
Name:
Designation:
Company Seal

Date:

Place:

FORM – 6: FORMAT FOR CALCULATION OF AVERAGE ANNUAL TURN OVER
[On the Letter Head of the Bidding Organization]

Sl.	Financial Year	Annual Turnover (Rs. Crore)
1	2021-2022	
2	2022-2023	
3	2023-2024	
	Total	

- A. Average Turnover for the last three financial years (Total Turnover/3) = Rs _____ Cr.
- B. It is hereby certified that the above-mentioned details are true and correct.

Date:
Place:

For and on behalf of Bidding Organization
M/s
(Signature of authorized signatory)
Name:
Designation:
Company Seal

Note:

1. The Bidder should submit a certificate from a Chartered accountant for certifying the average annual turnover
2. Bidder should submit audited financial statements for last three (3) years i.e. FY 2021-22, 2022-23 & 2023-24.

FORM – 7: SCHEDULE OF PRICE BID

(To be provided in excel and signed pdf on GEM)

Sub: Appointment of Bidder for DESIGN, DEVELOPMENT, HOSTING AND MAINTENANCE OF PRAAPTI PORTAL & MOBILE APPLICATION.

I _____(Name) on behalf of _____(Name of the Consultancy Organization) herewith submit the Financial Proposal of Services for Appointment of Bidder for assisting PFCCL DESIGN, DEVELOPMENT, HOSTING AND MAINTENANCE OF PRAAPTI WEB PORTAL & MOBILE APPLICATION

Sl.	Item Description	Amount excl. GST	GST at 18%	Quantity	Total Amount incl. GST
1	Design & Development Fees for but not limited to Design and Development of Web Portal & Mobile Application, Audit by CERT-in Empaneled Auditor, Allocation of cloud infrastructure & security arrangements, database migration from existing server to the new server and functionality checking of the web Portal & Mobile Application, STQC certification immediately after hosting on server.	A	0.18 x A	1	A x 1.18
2	Annual Fees including but not limited to Annual Maintenance & Hosting Charges, Deployment of Resources, Annual Web Portal & Mobile Application Audit etc. Annual Fees will be same throughout the three years of operation and maintenance period.	B	0.18 x B	3 years	B x 1.18 x 3
Total Contract Value incl. GST					[A + (B x 3)] x 1.18

Notes:

- Total Contract Value will be considered for financial evaluation
- Income tax at source, GST TDS will be deducted by PFCCL as per the applicable law and regulation and TDS certificate would be issued to the Bidder by PFCCL.
- All travel and boarding / lodging related expenses incurred by the Bidder's personnel in connection with the consultancy services under Scope of this tender will be borne by the Bidder and PFCCL will not take any responsibility whatsoever on this account.
- In case STQC certification is further required during the period of contract, vendor will be responsible for the same and actual cost of STQC certification will be reimbursed to the Vendor.
- The financial proposal with condition(s) or alternate price bid will be summarily rejected.
- Design & Development Fees quoted by Bidder should not be more than 50% of Total Contract Value.

For and on behalf of Bidding Organization

M/s

(Signature of authorized signatory)

Name:

Designation:

Company Seal

Date:

Place:

SECTION – 3: CONTRACT AGREEMENT

CONTRACT AGREEMENT

This CONTRACT (hereinafter, together with all Appendices attached hereto and forming an integral part hereof, called the "Contract") is made this day of _____, 20__, between:

PFC Consulting Limited (a wholly owned subsidiary of Power Finance Corporation Limited, a Government of India Company) incorporated under the Indian Companies Act 1956/ 2013, having its office at 9th Floor, Statesman House, Barakhamba Road, Connaught Place, New Delhi – 110001 hereinafter referred to as "Owner" (which expression would unless repugnant to the context or the meaning thereof include its successors and permitted assigns)

AND

_____ having its office at _____

_____ hereinafter called the "Bidder" (which expression would unless repugnant to the context or the meaning thereof include its successors and permitted assigns)

WHEREAS the Owner is in the process of Appointment of Bidder for **DESIGN, DEVELOPMENT, HOSTING AND MAINTENANCE OF PRAAPTI WEB PORTAL & MOBILE APPLICATION**

AND WHEREAS the Owner is intending to hire an experienced and qualified Bidder who has undertaken similar projects and is capable of providing "Services".

AND WHEREAS the Bidder, have represented to the Owner that they have the requisite experience, professional skills, adequate manpower and technical resources and personnel, to render the Services required by the Owner in a timely and efficient manner.

AND WHEREAS based on above representations of the Bidder, the Owner has agreed to appoint the Bidder to render services on the terms and conditions hereafter contained:

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREIN CONTAINED, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1.0 GENERAL PROVISIONS

1.0 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract, Appendices, Schedules, and Exhibits would have the following meanings:

- (a) "Approvals" would mean all consents, licenses, and approval of any local, municipal, State or National Authority necessary to carry out the services for each and every phase of the assignment.
- (b) "Contract" means this Contract together with all Appendices and including all modifications made in accordance with the provisions of Clause 12 hereof between the Owner and the Bidder.
- (c) "Bidder" means [Name of Firm] _____
_____.
- (d) "Confidential Information" means any material, proprietary, non-public information acquired, developed, disclosed, or exchanged among the parties pursuant to this Agreement and Confidentiality and Non-disclosure Agreement.
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause 3.1 hereof;
- (f) "Personnel" means persons hired by the Bidder as employees, for the purposes of rendering services or any part thereof; Personnel include:
 - (i) "Local Personnel" mean such persons who at the time of being so hired have their domicile in India and;
 - (ii) "Foreign Personnel" mean such persons who at the time of being so hired had their domicile outside India
- (g) "Parties" means the Owner or the Bidder, as the case may be;
- (h) "Contract time" means the duration of time of the Contract as referred to Clause 3.
- (i) "No claim Certificate" means certificate issued by the Owner after the Contract has expired and the Bidder has performed all his Services as per the terms and conditions envisaged in this Contract and all undisputed payments of remuneration and reimbursable expenditures payable by the Owner to the Bidder has been made.
- (k) "Services" means the works to be provided/performed by the Bidder for

completion of various tasks as described in Letter of Award (LoA) hereto;

(l) "Starting Date" means the date referred to in Clause 3.3 hereof;

(m) "Third Party" means any person or entity other than the Owner and the Bidder.

2.0 LOCATION FOR PERFORMANCE OF THE SERVICES:

All travel and boarding / lodging related expenses incurred by the Bidder's personnel for journeys services under Scope of this tender will be borne by the Bidder and PFCCL will not take any responsibility whatsoever on this account

3.0 COMMENCEMENT, COMPLETION, AND TERMINATION OF CONTRACT

3.1 Commencement of Contract

This contract would come into force from the date ("effective date") on which the Owner and the Bidder have signed the present contract.

3.2 Termination of Contract for Failure to Become Effective

- a) If this Contract has not become effective within fifteen (15) days from the date of Letter of Award (LoA), the Owner has the right to declare the same to be null and void, and in the event of such a declaration the Bidder would not have any claim against the Owner.
- b) In case the contract is rendered null and void on account of failure/inaction on the part of the Bidder, the Bidder would be liable to pay damages to the Owner.

3.3 Commencement of Services

The Bidder would begin carrying out the Services immediately viz. from the date of issue of Letter of Award (the "Starting Date"), or on such date as the Parties may agree in writing

3.4 Expiration of Contract

Unless terminated earlier pursuant to Clause 10 here of, this Contract would expire after the Bidder has performed all his Services as per the terms and conditions envisaged in this Contract and the Owner has issued a No claim Certificate to the Bidder.

The Owner would issue the "No claim certificate" after being satisfied that the Bidder has performed/rendered all the services to the satisfaction of the Owner, as per the contract and all undisputed payments of remuneration and reimbursable expenditures payable by the Owner to the Bidder has been made.

4.0 CONTRACT PERFORMANCE GUARANTEE

- 4.1** The Bidder within fifteen (15) days from the date of issue of Letter of Award would furnish a Performance Guarantee in the form of Bank Guarantee)/ banker's cheque/ Bank transfer (NEFT, RTGS transaction)/ demand draft as per Performa provided by PFCCL, from any Bank towards performance of the Contract. The guaranteed amount would be equal to Five Percent (5%) of Total Contract Value quoted by successful bidder. The guarantee would be valid till four years from the date of submission of bids.
- 4.2** The Contract Performance Guarantee is intended to secure the performance of the entire contract and would not be construed as limiting the damages stipulated in other clauses in the Bid Documents.
- 4.3** The Performance Guarantee will be returned to the Vendor without any interest at the end of the Guarantee Period.

5.0 OBLIGATIONS OF THE BIDDER

5.1 Standard of performance

The Bidder would perform the Services and carry out his obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted techniques and practices used with professional engineering and consulting standards recognized by professional bodies, and would observe sound management, and technical and engineering practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods in award of project. The Bidder would always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Owner, and would at all times support and safeguard the Owner's legitimate interests in any dealings with Third Parties.

5.2 COMPLIANCE WITH RULES AND REGULATIONS

The Bidder agrees that it would be responsible and liable to comply with all the rules and regulations of various concerned government authorities and departments for the services rendered under this agreement.

5.3 CONFLICT OF INTEREST

The Bidder would hold the Owner's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments of the Bidder or their corporate interests.

5.4 Benefit from Commissions, Discounts etc.

Payment to the Bidder would constitute the Bidder's only payment in connection with this Contract or the Services, and the Bidder would not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Bidder would use their best efforts to ensure that the Personnel would not receive any such additional benefits.

5.5 Bidder and Affiliates not to be otherwise interested in Project

The Bidder agrees that, during the term of this Contract, the Bidder, Personnel and/or any entity affiliated with the Bidder would not provide services resulting from or directly related to the Bidder's Services to any third party. In the event of breach of the aforesaid condition the Owner would be entitled to disqualify such Bidder or any of their Personnel from providing services to the Owner and further claim damages for breach.

5.6 Prohibition of Conflicting Activities

The Bidder would not engage and would cause their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

5.7 Insurance to be taken out by the Bidder

The Bidder would take out and maintain, at its own cost, insurance against risks etc.

5.8 Liability of the Bidder

The Bidder and each of his Members (Bidder's personnel) would be jointly and severally liable to the Owner for the performance of the Services under this Contract and further for any loss suffered by the Owner as a result of a default of the Bidder or his members in such performance, subject to the following limitations:

- (a) The Bidder would not be liable for any damage or injury caused by or arising out of the act, neglect, default, or omission of any persons other than the Bidder or its Personnel; and
- (b) The Bidder would not be liable for any loss or damage caused by or arising out of circumstances of Force Majeure.

5.9 Documents Prepared by the Bidder to be the Property of the Owner

All plans, drawings, specifications, designs, reports, source code, data backups and

other documents prepared by the Bidder in performing the Services would become and remain the property of the Owner, and the Bidder would, not later than upon termination or expiration of this Contract, deliver all such documents to the Owner.

6.0 BIDDER'S PERSONNEL

6.1 Agreed Personnel

The Bidder hereby agrees to engage the personnel in order to fulfill his contractual obligations under this contract.

6.2 General

The Bidder would employ and provide such qualified and experienced Personnel as are required to carry out the Services.

6.3 Removals and/or Replacement of Personnel

- a) Except as the Owner may otherwise agree, no changes would be made in the Personnel. If, for any reason beyond the reasonable control of the Bidder, it becomes necessary to replace any of the Personnel, the Bidder would forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Owner:
 - i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or
 - ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel,then the Bidder would, at the Owner's written request specifying the grounds, therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Owner.
- (c) The new personnel provided as a replacement would be governed by the same the terms and conditions of employment as the replaced personnel.
- (d) The Bidder would bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.

7.0 OBLIGATIONS OF THE OWNER

Payment

In consideration of the Services performed by the Bidder under this Contract, the

Owner would make to the Bidder such payments and in such manner as is provided by **Clause 8** of this Contract.

8.0 PAYMENTS TO THE BIDDER

8.1 The cost of services payable in Indian Rupees is set forth in **LoA**.

8.2 Mode of Payment

Payments will be made by the Owner to the Bidder in accordance with the terms of payment as per Letter of Award. Any deviation in the payment terms is not permitted.

8.3 The Bidder would submit the bills in duplicate to PFCCL addressed to CGM, PFCCL.

8.4 The Owner would cause the payment of the Bidder as per the above given schedule of payment within thirty (30) days of the receipt of the bills raised along with supporting documents. However, it is agreed between the parties that the Owner may restrict or withhold the payment if the performance or progress of the services rendered by the Bidder is not satisfactory and not in accordance with the scope of work.

8.5 The final payment under this Clause would be made only after satisfactory completion of all the activities as per scope of work in LoA and after the issuance of No Claim Certificate.

8.6 All payments under this Contract would be made to the account of the Bidder with: Account No _____ Bank Name _____

9.0 SUSPENSION

The Owner may, by written notice of suspension to the Bidder, suspend all payments to the Bidder hereunder:

(a) if the Bidder fails to perform any of its obligations under this Contract, including carrying out of the Services, provided, that such notice of suspension

(i) would specify the nature of the failure, and (ii) would request the Bidder to remedy such failure within a period not exceeding thirty (30) days after receipt by the Bidder of such notice of suspension

or

(b) if at any stage it is found that the Bidder has provided any wrong

information/false information/ mis-represented the fact.

10.0 TERMINATION

10.1 By the Owner

The Owner may terminate this contract, by issuing a written notice not less than thirty (30) days, from the date of occurrence of any of the events as specified in sub clause (a) to (e) of this Clause.

The Owner may terminate this contract, by issuing a written notice not less than sixty (60) days, from the date of occurrence of the event as specified in sub clause (f) of this Clause.

- (a) if the Bidder fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 9 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Owner may have subsequently approved in writing;
- (b) if the Bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to **Clause 17** hereof;
- (c) if the Bidder submits to the Owner a statement which has a material effect on the rights, obligations or interests of the Owner and which the Bidder knows to be false;
- (d) if, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (e) if Bidder become Bankrupt and the company has been wound up through liquidation proceedings.
- (f) if the Owner, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

10.2 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses 10 hereof, or upon expiration of this Contract pursuant to Clause 3 hereof, all rights and obligations of the Parties hereunder would cease, except

- (a) such rights and obligations as may have accrued on the date of termination or expiration,
- (b) the obligation of confidentiality set forth in Clause 16 hereof,
- (c) any right which a Party may have under the Applicable Law.

10.3 Cessation of Services

Upon termination of this Contract by notice to pursuant to Clauses 10 hereof, the Bidder would, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and would make every reasonable effort to keep expenditures for this purpose to a minimum.

10.4 Payment upon Termination

Upon termination of this Contract pursuant to **Clause-10** hereof, the Owner would make the following payments to the Bidder:

- (a) remuneration pursuant to **Clause 8** hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) reimbursable expenditures pursuant to **Clause 8** hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) except in the case of termination pursuant to paragraphs (a) to (d) of Clause 10.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Bidders' personnel and their eligible dependents.

11.0 FORCE MAJEURE

11.1 Definition

- (a) For the purposes of this Contract, "Force Majeure" means an event or circumstance or combination of events and circumstances, the occurrence of which is beyond the reasonable control of either party and which materially affects the performance by either Party of its obligations under this agreement, provided such material and adverse effect could not have been prevented, overcome or remedied in whole or in part by the affected party and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) It is however agreed that "Force Majeure" would not mean or include:

- (1) any event caused by the negligence or intentional action of a Party or employees, nor
 - (2) any event which a diligent Party could reasonably have been expected take into account at the time of the Award of this Agreement and avoids or overcome in the carrying out of its obligations hereunder.
- (c) The Bidder would not be paid /reimbursed any further price or cost or any additional cost in re-activating the services after the end of Force Majeure event.

11.2 No Breach of Contract

Neither party would be responsible or be liable for, or deemed to be in breach hereof because of any failure or delay in complying with its obligations under or pursuant to this Agreement due to one or more events of Force Majeure or its effects or any combination thereof, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract. However, it is agreed that in no event Force Majeure would exclude any Party's obligation to pay monies under this Agreement.

11.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure, or any combination of events would take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event or any combination of events of Force Majeure would notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and would similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties would take all reasonable measures to minimize the consequences of any event of Force Majeure.

11.4 Extension of Time

Any period within which a Party would, pursuant to this Contract, complete any action or task, would be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

11.5 Consultation

Not later than thirty (30) days after the Bidder, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties would consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

12.0 AMENDMENT/MODIFICATION

This Agreement may not be altered, modified, revoked, or cancelled in any way unless such alteration, modification or cancellation is in writing and duly signed by or on behalf of the parties which would not be effective until the consent of the parties has been obtained. However, it is agreed between the parties that each Party would give due consideration to any proposals for modification made by the other Party.

13.0 AMICABLE SETTLEMENT

The Parties would use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof. Any dispute between the parties as to matters arising pursuant to this Contract which cannot be settled amicably would be resolved as per the Arbitration and Conciliation Act, 1996 as amended from time to time.

14.0 FAIRNESS AND GOOD FAITH

14.1 Good Faith

The Parties hereunder undertake to act in good faith with respect to their performance, obligations and rights under this Agreement and further undertake, during the tenure of this Agreement, to take all reasonable measures, to ensure the achievement/realization of the objectives of this Agreement.

14.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract would operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but on failure to agree on any action pursuant to this clause would give rise to a dispute subject to arbitration in accordance with clause 17 hereof.

15.0 TAXES AND DUTIES/ CHANGE IN LAW.

It is hereby agreed between the parties that the Bidder and its personnel would pay the taxes, duties, fees, levies, and other impositions levied under the existing,

amended, or enacted laws during life of this contract and the Owner would deduct the taxes, duties and levy whatsoever as may be lawfully imposed.

16.0 LAW GOVERNING CONTRACT

This Agreement, its meaning and interpretation, and the relation between the Parties would be governed by Indian Laws or any statutory modifications thereof, and would be subject to the exclusive jurisdiction of the Courts of Delhi in any matter arising under this Agreement and or in matters pertaining to the conduct of arbitration, enforcement of the award or obtaining of interim relief(s) etc.

17.0 SETTLEMENTS OF DISPUTES/ ARBITRATION.

17.1 The parties would endeavor to resolve amicably, in the first instance, all disputes, controversies or differences which may arise between the Parties, out of or in relation to or in connection with this Agreement, or for breach thereof.

17.2 In the event, the parties are unable to resolve such dispute/difference amicably within **ninety (90)** days after the same has arisen then the dispute would be referred to arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and such arbitration would be conducted in accordance with the rules of ICA. The place of arbitration would be New Delhi or any other place mutually agreeable by the parties and the language of arbitration would be English

The Arbitration would be conducted by panel of 3 Arbitrators, one to be appointed by each party and third Arbitrator to be appointed by two Arbitrators as the Chairman of the Tribunal.

The Parties agree that the arbitrator's decision would be final and conclusive. The costs of arbitration (including without limitation, those incurred in the appointment of the arbitrators) would be borne equally by the Parties hereto; however, each Party would pay its respective legal charges. The Award would be final and binding and non-appeal able and may be enforced in any court of competent jurisdiction. By execution and delivery of this Agreement, each Party agrees and consents to the jurisdiction of the aforesaid arbitration panel and solely for the purpose of enforcement of an arbitral award, as referred to hereinabove, in any court of competent jurisdiction and waives any defense it may have based on sovereign immunity, jurisdiction, improper venue or inconvenient forum.

18.0 GENERAL PROVISIONS

18.1 Language

This Contract has been executed in the English language, which would be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

18.2 Headings

The headings would not limit, alter, or affect the meaning of this Contract.

18.3 Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract would be in writing. Any such notice, request or consent would be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, or facsimile to such Party at the following address:

For the Owner: Attention:

For Bidder: Attention:

18.4 Notice will be deemed to be effective as follows:

- (a) in the case of personal delivery or registered mail, on delivery;
- (b) in the case of facsimiles, forty-eight (48) hours following confirmed transmission.

18.5 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this Clause.

18.6 Authority of Bidder in Charge

The Bidder hereby authorize: Mr./ Ms. _____ to act on their behalf in exercising all the Bidder's rights and obligations towards the Owner under this Contract, including without limitation the receiving of instructions and payments from the Owner.

18.7 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed:

- (a) on behalf of the Owner by Neeraj Singh (Chief General Manager) or his designated representative;
- (b) on behalf of the Bidder by _____ or his designated representative;

18.8 WAIVER OF RIGHTS

The failure of either party to enforce at any time or for any period of time, the provisions hereof would not be construed to be waiver of any provision or of any right and would not preclude such party from subsequently enforcing such provisions or right.

18.9 SEVEREABILITY CLAUSE

If any provision of this Agreement would be determined to be void or unenforceable, such provision would be amended or deleted in so far as is reasonably consistent with the provisions of this Agreement and to the extent necessary to conform to applicable law and the remaining provision of this Agreement would remain valid and enforceable in accordance with their terms.

18.10 This Agreement may be executed in any number of counterparts which together would constitute a single agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day.... Month.....and year..... first above written.

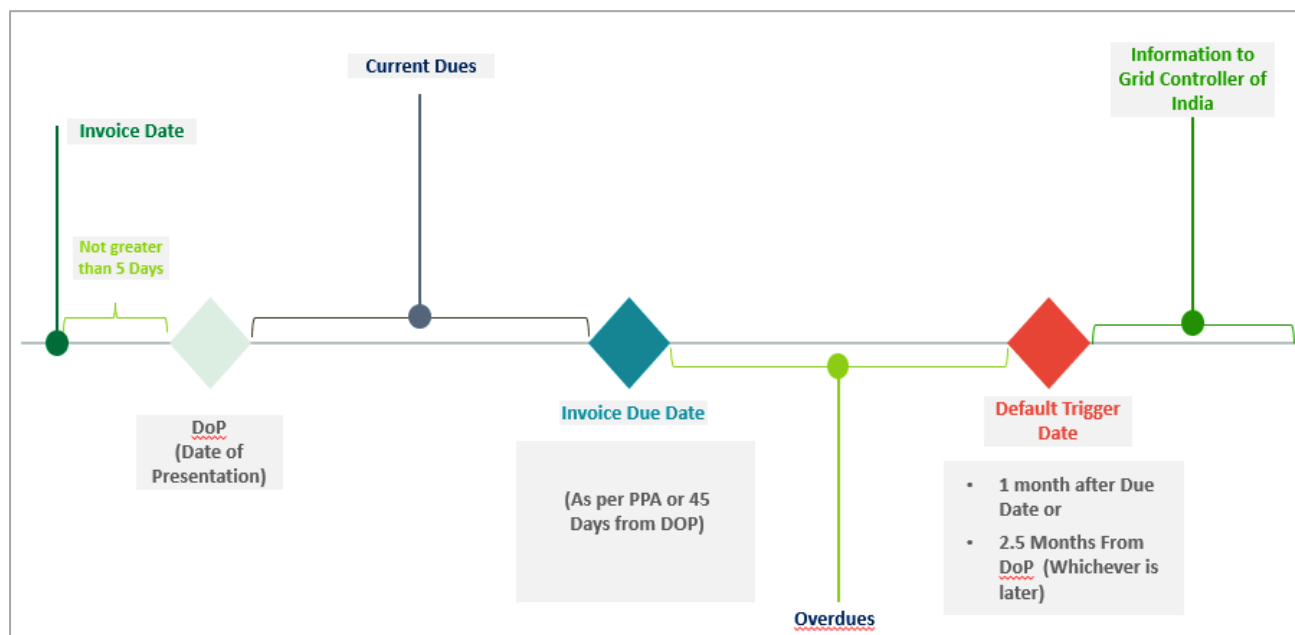
For or on behalf of (Owner)	For or on behalf of Bidder
<p>Name of the Officer Designation: Neeraj Singh (Chief General Manager)</p> <p>Name of the owner with address PFC Consulting Limited. (9th Floor, Statesman House, Barakhamba Road Connaught Place, New Delhi – 110001</p> <p>Witness:</p> <p>1. _____</p> <p>2. _____</p>	<p>Name of Whole time Director/Authorized Signatory</p> <p>Name of the Bidder with address</p> <p>Witness:</p> <p>1. _____</p> <p>2. _____</p>

Annexure I: Existing arrangement on PRAAPT

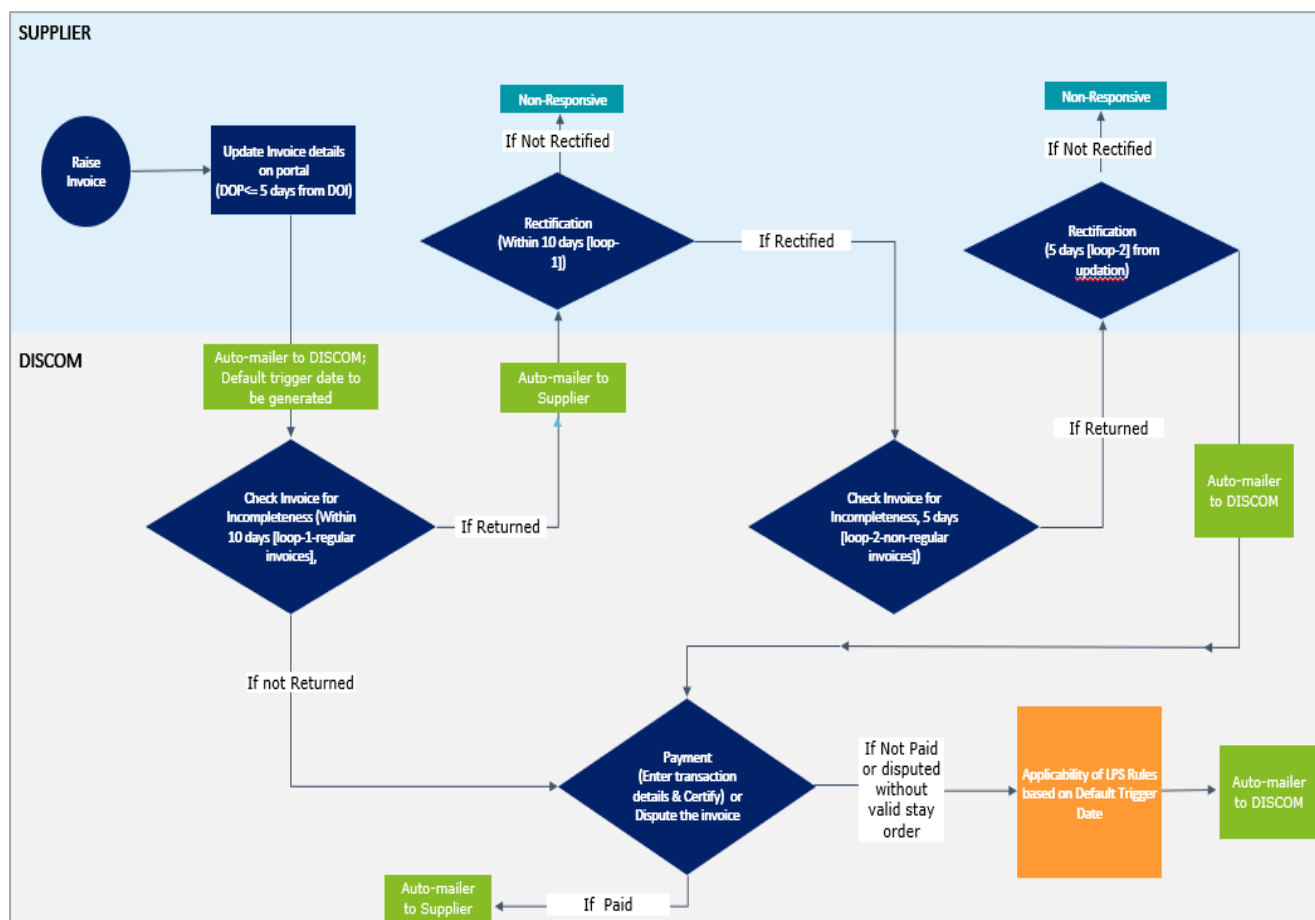
1. Glossary

- i) **Date of Presentation:** Presentation of the bill by generating company, electricity trading licensee or transmission licensee to a distribution licensee or other user of transmission system.
- ii) **Date of Invoice:** Date of invoice is the date mentioned in the invoice by generating company, electricity trading licensee or transmission licensee to a distribution licensee or other user of transmission system.
Note: Invoice should be presented and uploaded on PRAAPT within 5 days of generating the invoice
- iii) **Due Date:** The date by which the bill for the charges for power supplied by the generating company or electricity trading licensee or for the transmission service provided by a transmission licensee are to be paid, in accordance with the agreement , as the case may be, and if not specified in the agreement , forty-five days from the date of presentation of the bill by such generating company, electricity trading licensee or transmission licensee:
 - a. Provided that if due date for payment of any invoice falls on a bank non-working day, the
 - b. Next bank working day would be considered as due date for payment.
- iv) **Current Dues:** Dues on PRAAPT which have not crossed the invoice due date of the Invoice
- v) **Over Dues:** Dues on PRAAPT which have crossed the invoice due date of the Invoice
- vi) **Default Trigger Date:** Default Trigger Date Means:
 - a. In case of non-payment of dues, one month after the due date of payment or two and half months after the presentation of bill by the generating company, electricity trading licensee or the transmission licensee, as the case may be, whichever is later, and:
 - b. In case of non-maintenance of the payment security mechanism, would be from the next bank working day after the payment security mechanism due to be replenished but is not done.
- vii) **Non-Regular Invoices:** Invoices submitted by suppliers on PRAAPT such as Supplementary Invoice, Late Payment Surcharge Invoice, Change in Law Invoice, and Invoices other than Regular Invoice

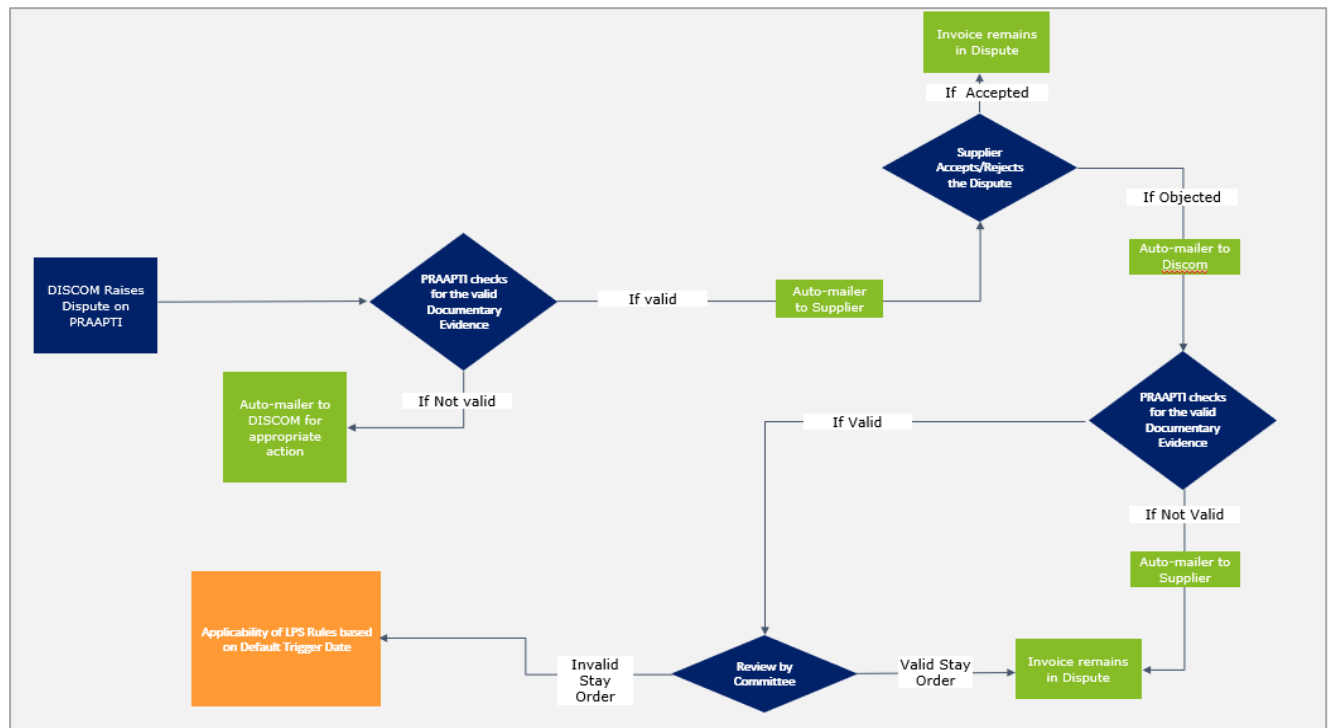
2. Illustration for Timelines of Invoice Dates in PRAAPT



3. Illustration for Invoice Flow for Regular and Non-Regular Invoices



4. Illustration for Invoice Flow for Disputed Invoices



Annexure II: Pre-Award Integrity Pact

GENERAL

This pre-bid contract Agreement (herein after called the Integrity Pact) is made on day of the month of 20....., between, on one hand, PFC Consulting Limited through Neeraj Singh (Chief General Manager) (hereinafter called the "Bid Process Coordinator/ PFCCL", which expression would mean and include, unless the context otherwise requires, his successors in the office and assigns) of the First Part and M/s represented by [Insert Name & Designation of Authorized Signatory of the Bidder] (hereinafter called the "Bidder" which expression would mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the PFCCL is conducting the bidding process for Appointment of Bidder for **DESIGN, DEVELOPMENT, HOSTING AND MAINTENANCE OF PRAAPTI WEB PORTAL & MOBILE APPLICATION**

WHEREAS the Bidder is a Private Company/Public Company/Government Undertaking/ Partnership, constituted in accordance with the relevant law in the matter and the PFCCL is a Public Sector Undertaking (PSU) performing its function on behalf of the Ministry of Power, Government of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings during the complete bidding process with a view to: -

Enabling the PFCCL to select the bidder as SI in conformity with the defined procedures by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling Bidder to abstain from bribing or indulging in any corrupt practice in order to emerge as selected bidder by providing assurance to them that their competitors will also abstain from bribing and other practices and the PFCCL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of PFCCL

- 20.1** The PFCCL undertakes that no official of the PFCCL, connected directly or indirectly with the bidding process, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial

benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the bidding process in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 20.2** The PFCCL will, during the bidding stage, treat all bidders alike, and will provide to all bidders the same information and will not provide any such information to any particular bidder which could afford an advantage to that particular bidder in comparison to the other bidders.
- 20.3** All the officials of the PFCCL will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 20.4** In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the PFCCL with the full and verifiable facts and the same is prima facie found to be correct by the PFCCL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PFCCL and such a person would be debarred from further dealings related to the bidding process. In such a case while an enquiry is being conducted by the PFCCL the proceedings under the bidding process would not be stalled.

Commitments of Bidder

- 20.5** The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means, and illegal activities during any stage of its bid or during any pre award stage in order to emerge as Selected Bidder or in furtherance to secure it and in particular commits itself to the following: -
- a. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PFCCL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the bidding process in exchange for any advantage in the bidding, evaluation, contracting and implementation of the bidding process.
 - b. The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PFCCL or otherwise in bidding process or for bearing to do or having done any act in relation to bidding process or any other contract with the

Government for showing or forbearing to show favor or disfavor to any person in relation to the bidding process or any other contract with the Government.

- c. The Bidder would disclose the name and address of agents and representatives and Indian Bidder would disclose their foreign principals or associates.
- d. The Bidder would disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid.
- e. The Bidder further confirms and declares to the PFCCL that the Bidder has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PFCCL or any of its functionaries, whether officially or unofficially for selection of Bidder as SI, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- f. The Bidder, either while presenting the bid or during pre-award negotiations or before signing the Share Purchase Agreement, would disclose any payments he has made, is committed to, or intends to make to officials of the PFCCL or their family members, agents, brokers, or any other intermediaries in connection with the bidding process and the details of services agreed upon for such payments.
- g. The Bidder will not collude with other parties interested in the bidding process to impair the transparency, fairness, and progress of the bidding process.
- h. The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means, and illegal activities.
- i. The Bidder would not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the PFCCL as part of the business relationship, regarding plans, technical proposal, and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- j. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- k. The Bidder would not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- l. The Bidder would not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the PFCCL.

20.6 Previous Transgression

- a. The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the bidding process.
- b. The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

20.7 Bid Bond (Security Deposit)

- a. Along with the technical bid, the Bidder would submit Bid Bond for an amount of Rs. _____) [Amount to be inserted on the basis of clause 12.1 of this RFP], issued by (_____) [Insert Name of the Banks from the list provided in RFP Document] as Earnest Money/Security Deposit, with the PFCCL.
- b. The Earnest Money/Security Deposit would be valid & retained by the PFCCL for such period as specified in the RFP Document.
- c. No interest would be payable by the PFCCL to the Bidder on Earnest Money/Security Deposit for the period of its currency.

20.8 Sanctions for Violations

Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) would entitle the PFCCL to take all or anyone of the following actions, wherever required:-

- (i) To immediately call off the pre-award negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder (s) would continue.
- (ii) The Bid Bond (in pre-award stage) would stand forfeited either fully or partially, as decided by the PFCCL and the PFCCL would not be required to assign any reason, therefore.
- (iii) To immediately cancel the award, if already awarded, without giving any compensation to the Bidder.
- (iv) To cancel all or any other contracts with the Bidder. The Bidder would be liable

to pay compensation for any loss or damage to the PFCCL resulting from such cancellation/rescission

(v) To debar the Bidder from participation in any tender or RFP issued by any PFCCL for an indefinite period.

(vi) To recover all sums paid in violation of this Pact by Bidder to any middleman or agent or broker with a view to securing the award.

20.9 The PFCCL will be entitled to take all or any of the actions mentioned at para 19.8 (i) to (vi) of this Pact also on the Commission by the Bidder or anyone employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

20.10 The decision of the PFCCL to the effect that a breach of the provisions of this Pact has been committed by the Bidder would be final and conclusive on the Bidder. However, the Bidder can approach the Independent Monitor(s) appointed for the purposes of this Pact.

20.11 Independent Monitors

a. The PFCCL has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission

i) Shri Rajiv Ranjan
R/o No. 170, 11th Cross, 3rd Main,
RMV Stage 2, Dollars Colony
Bengaluru North
Bengaluru- 560094
Mob No – 9448147003
Email ID- rranjan68@gmail.com

ii) Shri Jeyakodi Virusankulam Kumarasamy, IAS (Retd.)
R/o 3F, Orchid Villa, 6" Avenue,
Harrington Road, Chetpet,
Chennai-600031
Mob No – 9176699444
Email ID- jeyakodivk@gmail.com

b. The task of the Monitors would be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

c. The Monitors would not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

- d. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- e. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the PFCCL.
- f. The Bidder accepts that the Monitors has the right to access without restriction to all Project documentation of the PFCCL including that provided by the Bidder. The Monitor would be under contractual obligation to treat the information and documents of the Bidder /Subcontractors(s) with confidentiality. [As all the bid documents are with PFCCL only
- g. The PFCCL will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the monitor the option to participate in such meetings.
- h. The Monitor will submit a written report to the designated Authority of the PFCCL/Secretary in the Department within 8 to 10 weeks from the date of reference or intimation to him by the PFCCL / Bidder and, should the occasion arise, submit proposals for correcting problematic situations.

20.12 Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the PFCCL or its agencies would be entitled to examine all the documents including the Books of Accounts of the Bidder and the Bidder would provide necessary information and documents in English and would extend all possible help for the purpose of such examination.

20.13 Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PFCCL.

20.14 Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any extent law in force relating to any civil or criminal proceedings.

20.15 Validity

- a. The validity of this Integrity Pact would be from date of its signing and upto 6 months

from the date of transfer of project specific SPV i.e., signing of Share Purchase Agreement with PFCCL. In case Bidder is unsuccessful, this Integrity Pact would expire after 15 days from the date of transfer of project specific SPV to successful bidder.

- b. Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact would remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

The Parties hereby sign this Integrity Pact at _____ on _____

For or on behalf of (Owner)	For or on behalf of Bidder
<p>Name of the Officer Designation: Neeraj Singh (Chief General Manager)</p> <p>Name of the owner with address PFC Consulting Limited. (9th Floor, Statesman House, Barakhamba Road Connaught Place, New Delhi – 110001</p>	<p>Name of Whole time Director/Authorized Signatory</p> <p>Name of the Bidder with address</p>
<p>Witness:</p> <p>1. _____</p> <p>2. _____</p>	<p>Witness:</p> <p>1. _____</p> <p>2. _____</p>

Annexure III - Format of Bank Guarantee for EMD

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of the [Inserts name of the Bidder] submitting the Bid inter alia for **DESIGN, DEVELOPMENT, HOSTING AND MAINTENANCE OF PRAAPTI WEB PORTAL & MOBILE APPLICATION**, in response to the RFP dated _____ 20__ issued by PFC Consulting Limited, and the Bid Process Coordinator (hereinafter referred to as PFCCL) agreeing to consider such Bid of[Insert the name of the Bidder] as per the terms of the RFP, the _____[Insert name and address of the bank issuing the Bid Bond, and address of the Head Office] (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to PFC Consulting Limited or its authorized representative at 9th Floor, Statesman House, Barakhamba Road, Connaught Place, New Delhi – 110001 forthwith on demand in writing from PFC Consulting Limited or any representative authorized by it in this behalf, any amount up to and not exceeding Rupees _____ Only (Rs _____) [Amount to be inserted on the basis of clause 10.1 of this RFP], on behalf of M/s.....[Insert name of the Bidder].

This guarantee would be valid and binding on the Guarantor Bank up to and including [Date to be inserted on the basis of Clause 10.2 of this RFP] and would not be terminable by notice or any change in the constitution of the Guarantor Bank or by any other reasons whatsoever and our liability hereunder would not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.

Our liability under this Guarantee is restricted to Rupees _____ Only (Rs _____) Amount to be inserted on the basis of clause 10.1 of this RFP], Our Guarantee would remain in force until [Date to be inserted on the basis of Clause 10.2 of this RFP]. PFC Consulting Limited or its authorized representative would be entitled to invoke this Guarantee until [Insert Date, which is three sixty-five days (365) days after the date in the preceding sentence]. The Guarantor Bank hereby expressly agrees that it would not require any proof in addition to the written demand from PFC Consulting Limited or its authorized representative, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to PFC Consulting Limited or its authorized representative.

The Guarantor Bank would make payment hereunder on first demand without restriction or conditions and notwithstanding any objection, disputes, or disparities raised by the Bidder or any other person. The Guarantor Bank would not require PFC Consulting Limited or its authorized representative to justify the invocation of this BANK GUARANTEE, nor would the Guarantor Bank have any recourse against PFC Consulting Limited or its authorized representative in respect of any payment made hereunder.

This BANK GUARANTEE would be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE would not be affected in any manner by reason of merger, amalgamation,

restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE would be a primary obligation of the Guarantor Bank and accordingly PFC Consulting Limited or its authorized representative would not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder to enforce any security held by PFC Consulting Limited or its authorized representative or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees _____ Only (Rs ____) [Amount to be inserted on the basis of clause 10.1 of this RFP], and it would remain in force until [Date to be inserted on the basis of Clause 10.2 of RFP], with an additional claim period of three hundred sixty five (365) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if PFC Consulting Limited or its authorized representative serves upon us a written claim or demand.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this..... day of at.....

Witness:

1.....
Name and Address

Signature:
Name:

2.
Name and Address

Designation with Stamp:

Signature

Attorney as per power of attorney
No.....

For:
..... [Insert Name of the Bank]

Banker's Stamp and Full Address:

Dated this day of 20.....

Notes:

The Stamp Paper should be in the name of the Executing Bank.

Annexure IV - Format of Bank Guarantee for CPG

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of the [Inserts name of the Bidder] submitting the Bid inter alia for **DESIGN, DEVELOPMENT, HOSTING AND MAINTENANCE OF PRAAPTI WEB PORTAL & MOBILE APPLICATION**, in response to the RFP dated _____, 20__ issued by PFC Consulting Limited, and the Bid Process Coordinator (hereinafter referred to as PFCCL) agreeing to consider such Bid of[Insert the name of the Bidder] as per the terms of the RFP, the _____[Insert name and address of the bank issuing the Bid Bond, and address of the Head Office] (hereinafter referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to PFC Consulting Limited or its authorized representative at 9th Floor, Statesman House, Barakhamba Road, Connaught Place, New Delhi – 110001 forthwith on demand in writing from PFC Consulting Limited or any representative authorized by it in this behalf, any amount up to and not exceeding Rupees _____ Only (Rs _____) [Amount to be inserted on the basis of clause 11 of this RFP], on behalf of M/s.....[Insert name of the Bidder].

This guarantee would be valid and binding on the Guarantor Bank up to and including [Date to be inserted on the basis of Clause 11 of this RFP] and would not be terminable by notice or any change in the constitution of the Guarantor Bank or by any other reasons whatsoever and our liability hereunder would not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.

Our liability under this Guarantee is restricted to Rupees _____ Only (Rs _____) Amount to be inserted on the basis of clause 11 of this RFP], Our Guarantee would remain in force until [Date to be inserted on the basis of Clause 11 of this RFP]. PFC Consulting Limited or its authorized representative would be entitled to invoke this Guarantee until [Date to be inserted on the basis of Clause 11 of this RFP]. The Guarantor Bank hereby expressly agrees that it would not require any proof in addition to the written demand from PFC Consulting Limited or its authorized representative, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to PFC Consulting Limited or its authorized representative.

The Guarantor Bank would make payment hereunder on first demand without restriction or conditions and notwithstanding any objection, disputes, or disparities raised by the Bidder or any other person. The Guarantor Bank would not require PFC Consulting Limited or its authorized representative to justify the invocation of this BANK GUARANTEE, nor would the Guarantor Bank have any recourse against PFC Consulting Limited or its authorized representative in respect of any payment made hereunder.

This BANK GUARANTEE would be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE would not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE would be a primary obligation of the Guarantor Bank and accordingly PFC Consulting Limited or its authorized representative would not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder to enforce any security held by PFC Consulting Limited or its authorized representative or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rupees _____ Only (Rs ____) [Amount to be inserted on the basis of clause 11 of this RFP], and it would remain in force until [Date to be inserted on the basis of Clause 11 of RFP]. We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if PFC Consulting Limited or its authorized representative serves upon us a written claim or demand.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this..... day of at.....

Witness:

1.....
Name and Address

Signature:
Name:

2.
Name and Address

Designation with Stamp:

Signature

Attorney as per power of attorney
No.....

For:
..... [Insert Name of the Bank]

Banker's Stamp and Full Address:

Dated this day of 20.....

Notes:

The Stamp Paper should be in the name of the Executing Bank.

Annexure IV – Vendor Form

Date:.....

Chief General Manager (F&A)
PFC Consulting Ltd.
New Delhi.

All details to be submitted in Capital Letters and all fields are mandatory to be filled.

S. No.	Particulars	Details
A.	General Details	
1.	Name	
2.	Address..... (Line 1)	
3.	Address..... (Line 2)	
4.	Address..... (Line 3)	
5.	City	
6.	State (From where goods/service to be supplied)	
7.	Pin	
8.	Country	
9.	PAN No. (Copy to be enclosed 1)	
10.	TAN No.	
11.	Mobile No/Landline	
12.	Email ID	
12.	Recipient State where goods/services to be supplied (As per Place of Supply provision in GST)	
13.	Constitution of Business (Proprietor, HUF, Partnership, LLP, Pvt/Public Ltd Company, Society/Club/Trust/AOP, Foreign Co & Govt Dept, others)	
14.	Whether MSME registered? (Copy to be enclosed 2)	
15.	Whether Government entity? If Yes, please mention nature of government (Central, State, Board, Ministry, etc.)	
16.	GST registration	
a.	*If Yes, then please mention GSTIN & attach GST registration certificate.	
b.	*Whether Registered under composition scheme or not. (Copy to be enclosed 3)	
17.	Specify description of goods/ nature of service	
18.	HSN Code / SAC	
B.	Details for payment through RTGS/NEFT(Cancelled Cheque/Pass Book) (Copy to be enclosed 4)	
1.	Bank Name	
2.	Name in Bank Account	
3.	Bank Account No.	
4.	IFSC Code	
5.	Branch Name & Address	
6.	Type of Account	
C.	Task Manager (Employee of PFC/PFCCL)	

With Regards,

(Signature of Party)