

**Legal Department
(Government of Gujarat)**

**TENDER DOCUMENT
FOR
SELECTION OF SERVICE PROVIDER
FOR
DEVELOPMENT AND MAINTENANCE OF
WEB PORTAL**

**Bid Processing Fee: Rs. 1,770/- (Non Refundable)
Earnest Money Deposit: Rs. 50,000/- (Refundable)**

(July, 2018)

Tender No: SW07072018163



**Gujarat Informatics Ltd
Block No. 1, 8th floor, Udyog Bhavan,
Sector-11, Gandhianagar-382017, Gujarat
Ph No. 23259240, Fax: 23238925.
www.gil.gujarat.gov.in**

Last date of receipt of pre-bid queries: 12th July, 2018 up to 1500 hrs.

Date of Pre-Bid Meeting: 17th July, 2018 at 1500 hrs.

Last date of Submission of Bid: 7th August up to 1500 hrs.

Opening of Technical Bid: 7th August at 1600 hrs.

Abbreviations

- **GoG:** Government of Gujarat
- **LD:** Legal Department
- **GIL:** Gujarat Informatics Limited
- **SP:** Service Provider
- **SI:** System Integrator
- **CMMi:** Capability Maturity Model Integration
- **SLA:** Service Level Agreement
- **MIS:** Management Information System
- **OEM:** Original Equipment Manufacturer
- **IPR:** Intellectual Property Rights
- **SDC:** State Data Center

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SECTION I: INVITATION FOR BIDS (IFB)

COMPETITIVE BIDDING FOR SELECTION OF SERVICE PROVIDER FOR DEVELOPMENT AND MAINTENANCE OF WEB PORTAL

1. Request for Proposal for Selection of Service Provider for System Analysis, design, development, testing, implementation and maintenance of complete Web Portal for Legal Department for the period of 3 years of maintenance.
2. The bidder shall be responsible for providing all types of applications/services, as mentioned in Tender document & Scope of Work, as a part of this project.
3. Please note that this bid document is not for actual award of contract / work order but to call the rates as per the financial bid for Development and Maintenance of Web Portal.
4. Actual award of contract will follow the conditions as per this document. This document is given for enabling the bidders to know the tender conditions so as to guide them in filling up the technical bid and the quoting rates for Development and Maintenance of Web Portal.

Sr. No.	Information	Details
1.	Last date for submission of written queries for clarifications only by e-mail as predefined format 2.1	12th July, 2018 up to 1500 hrs e-mail ID: nitintatu@gujarat.gov.in; amitp@gujarat.gov.in
2.	Place, date and time for Pre bid conference	17th July, 2018 at 1500 hrs Conference Room, Gujarat Informatics Ltd. Block No. 1, 8 th Floor, Udyog Bhavan, Gandhinagar
3.	Last date and time for submission of Bid security/EMD, Bid Processing fees, Affidavit (as per prescribed format given at Form 11) in GIL physically	7th August up to 1500 hrs
4.	Last date and time for submission of proposals (Technical and commercial) (Online)	7th August up to 1500 hrs
5.	Place, date and time for opening of technical proposals	7th August at 1600 hrs Conference Room, Gujarat Informatics Ltd. Block No. 1, 8 th Floor, Udyog Bhavan, Gandhinagar
6.	Place, date and time for technical Presentation	The place, date and time for technical presentation will give to the qualified bidder later on.
7.	Contact person for queries	DGM (Application), Gujarat Informatics Limited
8.	Address for communication	DGM (Application), Gujarat Informatics Ltd. Block No. 1, 8 th Floor, Udyog Bhavan, Gandhinagar
9.	Place, date and time for opening of financial/commercial proposal	The place, date and time for opening of financial/commercial proposal will give to the technically qualified bidder later on.
10.	Bid validity	180 days

5. **All bids must be submitted online on <https://gil.nprocure.com> website**
6. Bidders shall submit **Bid processing fees** of Rs. 1,770 in the form of **Demand Draft** in the name of "Gujarat Informatics Ltd." payable at Gandhinagar along with the covering letter.
7. Bidders shall submit **Bid security/EMD** of Rs. 50,000 in the form of **Demand Draft OR** in the form of an **unconditional Bank Guarantee (which should be valid for 9 months from the last date of bid submission)** of any Nationalized Bank (operating in India having branch at Ahmedabad/ Gandhinagar) in the name of "Gujarat Informatics Ltd." payable at Gandhinagar **as per prescribed format attached in this document (Form 9)** and must be submitted along with the covering letter.
8. Bidders shall submit the affidavit physically at GIL IN ORIGINAL on Non-Judicial Stamp Paper of Rs 100/- duly attested by First Class Magistrate/ Notary public as per GR No. SPO-10-2008-794-CH dated 7th December, 2016 of IMD. (as per prescribed format given at Form 11)
9. The sealed cover should super scribe as "Bid Processing fees, Bid Security/EMD and Affidavit (as per attached format Form 11) for the tender for Selection of **"Service Provider for Analysis, design, development, testing, implementation and maintenance of complete Web Portal for Legal Department."**
10. Technical Bids will be opened in the presence of Bidders or their representatives who choose to attend on the specified date and time.
11. In the event of the date specified for receipt and opening of bid being declared as a holiday for GIL office the due date for submission of bids and opening of bids will be the following working day at the appointed times.
12. Financial bids of only those bidders who qualify on the basis of evaluation of technical bids will be opened.
13. Bid validity period is 180 days.

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

1 Definitions

1. "Applicable Law" means the laws and any other instruments having force of law in India as they may be issued force and in force from time to time.
2. "Proposals" means proposals submitted by bidders in response to the RFP issued by LD/GIL for selection of consulting firm/company.
3. "Committee" means IT committee of Legal Department
4. "Contract Price" means the price payable to the consulting firm/company on the panel of LD/GIL under the Contract for the complete and proper performance of its contractual obligations.
5. "SP" means Service Provider, any private or public entity, which will provide the services to LD/GIL under the contract.
6. "Contract" means the Contract signed by the parties along with the entire documentation specified in the RFP
7. "Day" means working day
8. "Effective date" means the date on which the contract comes into force and effect.
9. "Government" means State Government of Gujarat.
10. "LD" means Legal Department, Block 4/2, Legal Department, Sardar Bhavan, Gandhinagar.
11. "GIL" means Gujarat Informatics Limited, Block No.1, 8th Floor, Udyog Bhavan, Gandhinagar.
12. "Services" means the work to be performed by the SP pursuant to the selection by LD/GIL and to the contract to be signed by the parties in pursuance of any specific assignment awarded to them by LD/GIL.
13. The "Bid Document" and "Tender Document" are the same

2 Pre-qualification Criteria

The firm/company meeting the following eligibility criteria will be considered for Technical Bid evaluation

No	Pre-Qualification Criteria	Documents Required
1.	The company should be registered under Companies Registration act 1956 or 2013.	Copy of Certificate of Incorporation
2.	Bidder should have at least 3 years experience in similar IT Projects/Solutions as on March 2017. Here similar means any web application or web portal development and maintenance project.	Copy of Certificate + Work Order
3.	The bidder must have turnover of at least Rs. 1 crore for each of the last three financial years or cumulative of Rs. 3 crore in last three years (2014-15, 2015-16, 2016-17) as on 31 st March, 2017 from Software/IT Development and Software Support service activities. It should not include cost of Hardware procurement & Third party software license procurements.	Audited Financial Balance sheet and Profit & Loss statement of last three years as on 31-03-2017, CA Certificate from the statutory auditor.
4.	Bidder should have completed/ongoing at least 3 projects of Web Application/portal (Excluding Hardware procurement cost & Third party software license procurements.) each of value more than 10 lacs in the last three years (2014-15, 2015-16, 2016-17). out of 3 projects at least one project has to be in the Government sector of contract value more than Rs. 10 lacs	Completion Certificates from the client + Work Order
5.	The Bidder Should have CMMi (level 3 or above) or ISO 9001:2000 in IT Related Services.	Copy of Certificate
6.	Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Gujarat and / or black-listed by Gujarat Government departments.	Self-Declaration as attached format Section 10
7.	Bidder should not have violated / infringement of any Indian or foreign trademark, patent, registered design or other intellectual property rights.	Certificate / affidavit regarding non-violation / infringement of any Indian or foreign trademark, patent, registered design or other intellectual property rights.
8.	The bidder must have one office in Gujarat. In case, bidders do not have office in Gujarat, bidder should give undertaking to open office in Gujarat within 45 days from the date of work order.	Please attach the copy of any of the following: Property tax bill/Electricity Bill/Telephone Bill/GST registration /Lease agreement. Or Self declaration.
9.	No Consortium is allowed.	-

All supporting documents are to be uploaded in our e-Tendering website <https://gil.nprocure.com>.

3 Cost of Bidding

The Bidder shall bear all the costs associated with the preparation and submission of its bid, and GIL will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.

A. THE BIDDING DOCUMENTS

1 Contents of Bidding Documents

1.1 The bid must be submitted online on <https://gil.nprocure.com>

1.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents and on <https://gil.nprocure.com>. Failure to furnish all information required by the bidding documents in format or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

2 Pre-Bid Conference/Clarification of Bidding Documents

2.1 A prospective Bidder requiring any clarification of the bidding documents may seek clarifications of his/her queries submitted on the date indicated under section I of this document. GIL/LD will respond to any request for the clarification of any bidding documents, which receives before date mentioned for submission of queries.

The queries should necessarily be submitted in the following format:

S. No.	RFP Document Reference(s) (Clause & Page Number(s))	Content of RFP requiring Clarification(s)	Points of clarification
1.			
2.			
3.			
4.			

2.2 The Responses of the pre bid queries will be upload on <https://gil.nprocure.com> and <http://gil.gujarat.gov.in/>

3 Amendment of Bidding Documents

3.1 At any time prior to the deadline for submission of bids, GIL may, for any reason, whether on its own initiative or in response to the clarification may change their bid online through <https://gil.nprocure.com>.

3.2 In order to allow prospective bidders reasonable time to consider the amendments while preparing their bids, GIL at its discretion, may extend the deadline for the submission of bids.

B. PREPARATION OF BIDS

4 Language of Bid

4.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and GIL shall be in English language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an appropriate translation of

the relevant document in the English language and in such a case, for purpose of interpretation of the Bid, the translation shall govern.

5 Documents Comprising the Bid

- 5.1** The Technical Bid and Financial Bid must be submitted online through the e-Tendering website of <https://gil.nprocure.com> using digital signatures.
- 5.2** The bid documents and addendums (if any) together shall be considered as final and self-contained bid documents not withstanding any previous correspondence or document issued by GIL

6 Bid Form

- 6.1** The Bidder shall complete the Technical Bid and a Financial Bid furnished with this document giving details as per the format mentioned in the e-Tendering website <https://gil.nprocure.com>.

7 Bid Prices

- 7.1** The Bidder shall indicate the prices in the format mentioned in Financial Bid.
- 7.2** Following points need to be considered while indicating prices:
 - 7.2.1** The prices quoted should also include, inland transportation, insurance and other local costs incidental to delivery of the goods and services to their final destination within the state of Gujarat
 - 7.2.2** The rates of any Indian duties, GST and other taxes which will be payable by the Client on the goods(if any) if this contract is awarded, should be quoted separately;
 - 7.2.3** Invoicing shall be from Gujarat only.
- 7.3** The Bidder's separation of the price components in accordance with the ITB Clause 7.2 above will be solely for the purpose of facilitating the comparison of bids by GIL and will not in any way limit the Client's right to contract on any of the terms offered.
- 7.4** Sharing of responsibility (between LD and the bidder) of procurement of various types of software shall be as under:
 - 7.4.1** The prices quoted shall be inclusive of the cost of server operating system and the licensed software required for actual running of applications deployed (i.e. Server Operating system, Database software etc).
 - 7.4.2** LD shall have all the rights to select any of the above options without justifying reasons thereof.
 - 7.4.3** In case, the bidders choose to quote zero, nil or amount or blank, it will be his risk and the same shall in no way restrict the scope of the work.
 - 7.4.4** The full IPR for the entire software will rest with the LD. The same would be applicable to copyrights. The SP shall sign any/all the documents in this regard and hand over the source code, customized code, Meta data details etc. to the LD before completion of O&M period.

8 Bid Currency

- 8.1** Prices shall be quoted in Indian Rupees only.

9 Bid Security/Earnest Money Deposit

- 9.1** Bid security/ Earnest Money Deposit Rs. 50,000/- in the form of **Demand Draft OR** in the form of an **unconditional Bank Guarantee (which should be valid for 9 months from the last date of bid submission)** of any Nationalized Bank (operating in India having branch at Ahmedabad/ Gandhinagar) in the name of "Gujarat Informatics Ltd."

payable at Gandhinagar (as per prescribed format given at as per prescribed format given at Form 9) and must be submitted along with the covering letter.

- 9.2** Proposals not accompanied by EMD shall be rejected as non-responsive.
- 9.3** The successful bidder's bid security will be discharged from GIL only after the signing of the contract and submission of performance security.
- 9.4** Unsuccessful bidder's EMD will be discharged / refunded as promptly as possible, but not later than 30 days of the validity period of the bid.
- 9.5** The EARNEST MONEY DEPOSIT shall be forfeited:
 - 9.5.1 If a Bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Bid Form;
 - 9.5.2 Or in case of a successful Bidder, if the Bidder fails to sign the Contract; or to furnish the performance security.
- 9.6** No exemption for submitting the EMD will be given to any agency.

10 Period of Validity Bids

- 10.1** Bids shall be valid for 180 days after the date of bid opening prescribed by GIL. A Bid valid for a shorter period shall be rejected by GIL as non-responsive.
- 10.2** In exceptional circumstances, GIL may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security period provided under ITB Clause 10 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be permitted to modify its bid.
- 10.3** Bid evaluation will be based on the bid prices and technical bid without taking into consideration the above corrections.

11 Format and Signing of Bid

- 11.1** The Bidders have to submit the bid on the e-Tendering website <https://gil.nprocure.com>. All supporting documents in the form of scanned copies submitted online should have sign and seal of the bidder.
- 11.2** Before filling in any of the details asked for. Bidders should go through the entire bid document and get the required clarifications from GIL during the pre-Bid conference.

C. SUBMISSION OF BIDS

12 Sealing and Marking of Bids

- 12.1** All bids must be submitted online through <https://gil.nprocure.com> as per the formats mentioned therein using digital signatures.
- 12.2** Telex, cable, e-mailed or facsimile bids will be rejected.

13 Deadline for Submission of Bids

- 13.1** Bids must be submitted online not later than the time and date specified in the Invitation for Bids (Section I). In the event of the specified date for the submission of Bids being declared as a holiday for GIL, the bids will be received up to the appointed time on the next working day.
- 13.2** GIL may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with ITB Clause 3, in which case all rights and

obligations of GIL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

14 Late Bids

14.1 Late bids will not be accepted.

15 Modification and Withdrawal of Bids

15.1 The Bidder may modify or withdraw his bid before the last date of submission of bids through the e-Tendering website <https://gil.nprocure.com>.

15.2 No bid may be modified subsequent to the deadline for submission of bids.

15.3 No bid may be withdrawal in the interval between the deadline for submission of bids and the expiration of the period of the bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB Clause 10.

D. BID OPENING AND EVALUATION OF BIDS

16 Opening of Bids by GIL

16.1 GIL will open all bids (only Technical Bids at the first instance), in the presence of Bidder or his representative who choose to attend, and at the following address :

Gujarat Informatics Ltd, Block No. 1, 8th Floor, Udyog Bhavan, Gandhinagar.

The Bidder's representative who is present shall sign an attendance register evidencing their attendance. In the event of the specified date of Bid opening being declared holiday for GIL office, the Bid shall be opened at the appointed time and location on the next working day.

16.2 The Bidder's names, bid modifications or withdrawal, bid prices, discounts, and the presence or the absence of requisite bid security and such other details, as GIL, at its discretion, may consider appropriate, will be announced at the time of opening.

16.3 Bids that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances.

16.4 Financial Bids of only those bidders who qualify on the basis of evaluation of technical bid will be opened in the presence of the qualified bidders of their representatives at pre-specified time and date which will be communicated to the qualified bidders well in advance.

17 Clarification of Bids

17.1 During evaluation of bids, GIL may, at its discretion, ask the Bidder for a clarification of its bid. GIL may also ask for rate analysis of any or all items and if rates are found to be unreasonably low or high, the bid shall be treated as non-responsive and hence liable to be rejected. The request for a clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

18 Preliminary Examination

18.1 LD/GIL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

- 18.2** Prior to the detailed evaluation, LD/GIL will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which confirms to all the terms and conditions of the bidding documents without material deviation. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security, Applicable law and Taxes and duties will be deemed to be material deviations. LD/GIL determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 18.3** If a Bid is not substantially responsive, it will be rejected by GIL and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 18.4** Conditional bids are liable to be rejected.

19 Technical and Commercial evaluation

- 19.1** LD/GIL will form an evaluation Committee or it may be done by IT Committee which will evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, LD/GIL, may, at its discretion, ask the bidders for clarification of their Technical Proposals.
- 19.2** The bidders are expected to provide all the required supporting documents & compliances as mentioned in this RFP. Any deviation from the same will lead to the disqualification.
- 19.3** During the technical evaluation, LD/GIL may seek the clarification in writing from the bidder, if required. If bidder fails to submit the required clarifications in due time, the technical evaluation will be done based on the information submitted in the technical bid. The price bid will be opened of the bidders whose technical bids are fully complied and who have scored 60% in technical evaluation. At any point of time, if LD/GIL feels that the bidder is hiding any information which will affect the project cost in short or long run, LD/GIL may reject his bid without assigning any reason or explanation.
- 19.4** Financial bids of only those bidders who qualify on the basis of evaluation of technical bids will be opened. Only without tax values will be considered for financial evaluation.
- 19.5 Technical Evaluation Criteria:**

Sr. No	Particulars	Points System	Max Marks
1	No. of years since the bidder is engaged in similar IT projects/solutions business, (as on 31.03.2017). Here similar means any web application or web portal development and maintenance project.	3 to <5 years = 02 Marks 5 to <7 years = 03 Marks >=7 years = 05 Marks	05
2	Quality Certifications	ISO 9001:2008 for software development = 2 Marks ISO 27001 = 2 Marks ISO 20000 = 2 Marks CMMI 3 = 2 Marks or CMMI 5 = 4 Marks	10

3	Average Turnover of company for last 3 years as on 31 st March 2017 (i.e. FY 2014-15, 2015-16 and 2016-17). It should not include cost of Hardware procurement & Third party software license procurements.	1 to < 3 cr = 04 Marks 3 to < 5 cr = 07 Marks >=5 cr = 10 Marks	10
4	Net worth in the last three financial years (i.e. FY 2014-15, 2015-16 and 2016-17).	Positive net worth for 1 year : 5 Marks, for 2 years : 10 Marks for all three years : 15 Marks	15
4	No. of web application/web portal Development projects completed /ongoing in last 3 years each of value more than 10 lakh (i.e. FY 2014-15, 2015-16 and 2016-17). (Excluding Hardware procurement cost & Third party software license procurements.)	3 -4 projects = 5 Marks 5 -6 projects = 10 Marks >6 projects = 15 Marks	15
5	No. of full time software developers the company has on its rolls with EPF payment.	51-75 = 07 Marks 76-100 = 10 Marks >=101 = 15 Marks	15
6	Technical Presentation		30
Total			100 Marks
Cut Off Marks			60 Marks

19.6 Technical Presentation Evaluation Criteria:

The bidder will have to give Technical Presentation on the following points as a part of the Technical evaluation.

Sr. No	Criteria	Marks
1	Approach & Methodology	05
2	Solution Proposed (Demonstration of understanding of the Department's requirements)	07
3	Proposed Features of Web Portal	07
4	Proposed timelines and Deliverables	05
5	Security	03
6	Development and Deployment Platforms	03
	Total Marks	30 Marks

Note: Minimum 60 marks out of 100 (70 Technical + 30 presentation) required to qualify for the financial bid opening.

19.7 Technical Bid Evaluation:

Technical Bid will be assigned a technical score (Tn) out of 100 Marks by the Committee at the evaluation in the commercial process.

19.8 Financial Bid evaluation:

The Commercial bid of those bidders who qualify in the technical evaluation (obtained minimum 60 marks out of 100) will only be opened. All other Commercial bids will not be opened. The Financial bid of the technically qualified bidders will be evaluated. The financial score of a bidder 'Fb' will be assigned to the bidder. 'Fb' will be the total financial quote made by the bidder

F_n = normalized financial score for the bidder under consideration

F_b = commercial quote for the bidder under consideration

F_{min} = commercial quote of the lowest evaluated financial proposal

The lowest evaluated Financial Proposal (F_{min}) will be given the maximum financial score (F_n) of 100 points. The financial scores (F_n) of the other Financial Proposals will be calculated as per the formula for determining the financial scores given below:

Normalized Financial Score (F_n) = $100 \times F_{min} / F_b$

19.9 Final Evaluation of Bid

Proposals will be ranked according to their combined technical (T_n) and financial (F_n) scores using the weights ($T = 0.50$ the weight given to the Technical Proposal; $P = 0.50$ the weight given to the Financial Proposal; $T + P = 1$). The final evaluation will be based on Final Score which shall be calculated as shown below:

Final Score (S) = $T_n \times T + F_n \times P$

The bidder achieving the highest combined technical and financial score will be invited for negotiations for awarding the contract. In case of a tie where two or more bidders achieve the same highest combined technical and financial score, the bidder with the higher normalized technical score will be invited first for negotiations for awarding the contract.

20 Contacting GIL/LD

20.1 No Bidder shall contact GIL/LD on any matter relating to its bid, from the time of the bid opening to the time of contract is awarded. If he wishes to bring additional information to the notice of GIL/LD, he should do so in writing. GIL/LD reserves its right as to whether such additional information should be considered or otherwise

20.2 Any effort by a Bidder to influence GIL in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the Bidder's bid and also forfeiture of his bid security amount.

E. AWARD OF CONTRACT

21 Post-qualification

21.1 An affirmative determination will be a prerequisite for the award of the contract to the Bidder. A negative determination will result in rejection of Bidder's bid, in which event the department will proceed to the next lowest evaluated bid to make a similar determination of the Bidder's capabilities to perform the contract satisfactorily.

22 Award Criteria

- 22.1** LD will award the contract to the successful bidder decided as per the evaluation procedure mentioned in the RFP
- 22.2** LD reserves the right to award the contract to the Bidder whose bid may not have been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

23 LD/GIL's Right to Accept Any Bid and to reject any or All Bids

- 23.1** LD/GIL reserve the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for GIL' action.

24 Notification of Awards

- 24.1** Prior to the expiration of the period of the bid validity, concerned LD will notify the successful bidders in writing, to be confirmed in writing by registered letter, that his bid has been accepted.
- 24.2** The notification of award will constitute the formation of the Contact.

25 Signing of Contract

- 25.1** At the same time as LD notifies the successful Bidder that its bid has been accepted, LD will send the bidder the Contract Form, incorporating all the agreements between two parties.
- 25.2** Within 15 days of receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to LD.

26 Performance Security

- 26.1** The successful Bidder has to furnish a security deposit so as guarantee his/her (Bidder) performance of the contract
- 26.2** The Successful bidder has to submit Performance Bank Guarantee @ 10% of total order value within 15 days from the receipt of notification of award from "GIL" from all Nationalized Bank including the public sector bank or Private Sector Banks authorized by RBI or Commercial Bank or Regional Rural Banks of Gujarat or Co-Operative Bank of Gujarat (operating in India having branch at Ahmedabad/Gandhinagar) as per the EMD/10/2016/328/DMO dated 01.05.2017 by Finance Department or further instruction issued by Finance department time to time. (as per attached Form 8)
- 26.3** The Performance Security shall be in the form of Bank Guarantee valid for 3 years from the date of actual start of operation.
- 26.4** If the O & M support required to be extended for further two years after the expiry of warranty of three years then the period of PBG should also be extended.
- 26.5** The proceeds of the performance security shall be payable to LD as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
- 26.6** The Performance Security shall be denominated in Indian Rupees
- 26.7** Within 15 days of the receipt of notification of award from "GIL", the successful bidder shall furnish the performance security in accordance with the Conditions of the Contract, in the performance security Form provided in the bidding documents in the Performa prescribed in the Tender.
- 26.8** The Performance Security will be discharged by GIL and returned to the Bidder on completion of the bidder's performance obligations under the contract.

- 26.9** In the event of any contract amendment, the bidder shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period.
- 26.10** No interest shall be payable on the PBG amount. LD may invoke the above bank guarantee for any kind of recoveries, in case; the recoveries from the bidder exceed the amount payable to the bidder.

27 Corrupt or Fraudulent Practices.

- 27.1** LD requires that the bidders under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, LD defines for the purposes of this provision, the terms set forth as follows:
- a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and
 - b) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of LD, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive LD of the benefits of the free and open competition;
- 27.2** LD shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices and same shall be conveyed to Dept of Science & Technology/GIL or black listed by any of the Department of Government of Gujarat in competing for the contract in question.
- 27.3** LD shall declare a firm ineligible, and black listed either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract. The same shall be conveyed to Dept of Science & Technology/GIL.

28 Interpretation of the clauses in the Tender Document / Contract Document

- 28.1** In case of any ambiguity in the interpretation of any of the clauses in Bid Document or the Contract Document, GIL's interpretation of the clauses shall be final and binding on all parties.
- 28.2** However, in case of doubt as to the interpretation of the bid, the bidder may make a Written request prior to the pre-bid conference to LD/GIL.
LD/GIL may issue clarifications to all the bidders as an addendum. Such an addendum shall form a part of the bid document /Contract document.

SECTION III: GENERAL CONDITIONS OF CONTRACT

1 Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- a) "The Contract" means the agreement entered into between LD and the service provider, as recorded in the Contract Form Signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
 - b) "The Contract Price" means the price payable to the service provider under the Contract for the full and proper performance of its contractual obligations;
 - c) "Services" means to Design, Develop, Implement, testing and maintenance of Web Portal and other obligations of the service provider covered under the Contract;
 - d) "GCC means the General Conditions of Contract contained in this section.
 - e) "LD" means Legal Department availing the service from the SP.
 - f) "The Client's Country" is the country named in GCC.
 - g) "The SP means service provider" means the individual or firm supplying the and / or Services under this Contract.
 - h) "Day" means a working day.
 - i) "Critical deliverables" means the deliverables supplies by SP
 - j) "Time required for approval" means the time lapsed between the date of submission of a critical deliverables (complete in all respect for all the business functions /services) and the date of approval excluding the intermediate time taken by the Service Provider for providing clarifications/modifications and communication.
 - k) "Software" means the design, develop and testing of application as per requirement of LD.
 - l) The "Go-Live" means the Web Portal is ready in all respect (designing, development, testing & implementation of all modules listed in Scope of work and first used by the citizen/department users.
 - m) The "Bid Document" and "Tender Document" are the same.

2 Application

- 2.1 These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

3 Country of Origin

- 3.1 All Services rendered under the Contract shall have their origin in the member countries and territories eligible i.e. India
- 3.2 The origin of Services is distinct from the nationality of the service provider.

4 Standards

- 4.1 The software supplied under this Contract shall conform to the standards and when no applicable standard is mentioned; to the authoritative standard appropriate to the country of origin and such standards shall be the latest issued by the concerned institution.

5 Use of Contract Documents and Information

- 5.1 The service provider shall not, without LD's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the in connection therewith, to any person other than a person employed by the service provider in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The service provider shall not, without LD's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of LD and shall be returned (in all copies) to LD on completion of the service provider's performance under the Contract if so required by LD.
- 5.4 The service provider shall permit LD to inspect the service provider's accounts and records relating to the performance of the service provider and to have them audited by auditors appointed by LD, if so required by LD.

6 Patent Rights, Copyright (IPR)

- 6.1 The Service Provider shall indemnify LD/Gujarat Informatics Ltd against all third-party claims of infringement of copyright, patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.
- 6.2 The full IPR for the entire software will rest with the LD. The same would be applicable to copyrights. The SP shall sign any/all the documents in this regard and hand over the source code, customized code, Meta data details etc. to the LD before completion of O&M period.
- 6.3 When the SP will develop any customized solution for LD as part of project, then the copyright/IPR of that customized solution will be with the LD/Gujarat Informatics Ltd. The bidder cannot sell or use (fully / partly) that software for his other customers without written consent from Government of Gujarat.
- 6.4 The LD shall have the right to use the source and customized code for any other Govt. Department/Boards/Corps or entity if required.

7 Delivery of Documents

- 7.1 Design/Development/Coding/implementation/maintenance of the software shall be made by the service provider in accordance with the terms specified by LD in the Notification of Award.
- 7.2 Upon deployment of the solution / completion of the assigned work under the service, service provider shall notify LD accordingly.

8 Deployment of Software

- 8.1 Service provider must deploy the solution at the places specified by LD at the time of the contract and ensure smooth running of that solution. Service provider needs to provide all the necessary things like CD media, etc. at every deployment site for assuring minimum down time of the system.

9 Prices

- 9.1 Prices payable to the service provider as stated in the Contract shall remain firm and fixed during the performance of the Contract.
- 9.2 The prices quoted should not be conditional/optional and it should be in line with the technology. The bidder should not submit conditional/optional bids. Conditional/optional bids are liable to be rejected outright.

10 Contract Amendments

- 10.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

11 Assignment

- 11.1 The service provider shall not assign, in whole or in part, its obligations to perform under the Contract, except with LD's prior written consent.

12 Delays in the supplier / service provider's Performance

- 12.1 Delivery of the software and performance of the Services shall be made by the service provider in accordance with the time schedule specified by LD in the contract document.
- 12.2 If any time during performance of the Contract, the service provider should encounter conditions impeding timely delivery of the Goods and performance of Services, the service provider shall promptly notify LD in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the service provider's notice, LD shall evaluate the situation and may, at its discretion, extend the service provider's time for performance with or without a penalty, in which case the extension shall be ratified by the parties by amendment of the Contract. Any such extension of time limit, even if it is due to unforeseen circumstances beyond control of both the SP and LD, shall be at no extra cost to LD.
- 12.3 A delay by the service provider in the performance of its delivery obligations shall render the service provider liable to the imposition of a penalty

13 Termination for Default

- 13.1 LD may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the service provider, terminate the Contract in whole or part:
 - 13.1.1 if the service provider fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by LD; or
 - 13.1.2 If the service provider fails to perform any other obligation(s) under the Contract.
 - 13.1.3 If the service provider, in the judgment of LD has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“Fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;”

If the Service Provider fails to conform to the quality requirement laid down/third party inspection/consultants opinion.

14 Force Majeure

- 14.1 Notwithstanding anything contained in the tender, the SI shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.
- 14.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the service provider and not involving the service provider’s fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchase either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 14.3 If a force Majeure situation arises, the service provider shall promptly notify LD in writing within 10 days of such conditions and the cause thereof. Unless otherwise directed by LD in writing, the service provider shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

15 Limitation of Liability

- 15.1 In no event shall either party be liable for any indirect, incidental, consequential, special or punitive loss or damage including but not limited to loss of profits or revenue, loss of data, even if the party shall have been advised of the possibility thereof. In any case, the aggregate liability of the bidder, whatsoever and howsoever arising, whether under the contract, tort or other legal theory, shall not exceed the total charges received as per the Contract, as of the date such liability arose, from the Purchaser, with respect to the goods or services supplied under this Agreement, which gives rise to the liability.

16 Termination for Insolvency

- 16.1 LD may at any time terminate the Contract by giving written notice to the Supplier / service provider, if the Supplier / service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier / service provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to LD.

17 Termination for Convenience

- 17.1 LD by written notice sent to the service provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination

shall specify that termination is for LD's convenience, the extent to which performance of the service provider under the Contract is terminated, and the date upon which such termination becomes effective.

17.2 The services / software that is complete and ready for rendering / deployment within 30 days after the service provider's receipt of notice of termination shall be accepted by LD at the Contract terms and prices. For the remaining services, LD may elect:

17.2.1 To have any portion completed and delivered at the Contract terms and prices; and/or

17.2.2 To cancel the remainder and pay to the service provider an agreed amount for partially completed services / software and for services / software previously procured by the service provider.

18 Supplier / service provider Integrity

18.1 The service provider is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

19 Supplier / service provider's Obligations

19.1 The service provider is obliged to work closely with LD's staff, act within its own authority and abide by directives issued by LD.

19.2 The service provider will abide by the job safety measures prevalent in India and will free LD from all demands or responsibilities arising from accidents or loss of life the cause of which is the service provider's negligence. The service provider will pay all indemnities arising from such incidents and will not hold LD responsible or obligated.

19.3 The service provider is responsible for managing the activities of its personnel or sub-contracted personnel and will hold himself responsible for any misdemeanors.

19.4 The service provider will treat as confidential all data and information about LD, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of LD.

20 Patent Rights

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

21 Site Preparation and Installation

21.1 LD is solely responsible for the preparation of the sites in compliance with the technical and environmental specification defined by the service provider. LD will designate the installation sites before the scheduled installation date to allow the service provider to perform a site inspection to verify the

appropriateness of the sites before the deployment of software. This activity should be undertaken immediately after signing of the contract with LD so that there is no delay in implementation of software due to site problems. The Hardware/software requirement report should be submitted within the first 30 days after signing of the Contract with LD.

22 Proposed timelines for Implementation from the date of issuance of work order (4 months)

Activity	Timelines in Weeks	Deliverables
T=Date of Signing of Contract		
Project Initiation & Team Mobilization	T1= (T +1)	<ul style="list-style-type: none"> ♦ Detailing of Project Plan ♦ Detailing of Resource Profile
Conceptualization, As-Is, BPR and To-be	T2= (T1 + 2)	<ul style="list-style-type: none"> ♦ Conceptualization report (Identification of the services in consultation with Legal Department)
	T3= (T2+2)	<ul style="list-style-type: none"> ♦ User Requirement Specifications Report ♦ As-Is Report, Business Process Re-engineering Report, To-Be Report
Procurement of System Software like Server OS, Database etc. (Open Source software)	T3= (T2 +2)	<ul style="list-style-type: none"> ♦ Paper license certificate in the name of dept.
Completion of Design, Development & Coding of Web Portal	T4= (T3+8)	<ul style="list-style-type: none"> ♦ Software Requirement Specifications Report ♦ Architecture & DB design Report ♦ Deployment Plan
Testing & UAT	T5= (T4+2)	<ul style="list-style-type: none"> ♦ Test Cases ♦ Test Reports ♦ UAT Sign-off Certificate
Application Training & Handholding Support of all the modules	T6= (T5+1)	<ul style="list-style-type: none"> Training & Change Management report, Training Schedule / Plan, Satisfactory Training Completion Feedback Report
Commissioning & Go-Live	T7= (T6+2)	<ul style="list-style-type: none"> Certificate of successful commissioning, Security Audit Clearance Certificate issued by CERT-In Empanelled Security Auditors.
3 years Warranty period for Operation and Maintenance support after Go-Live	T8 = (T7+3 years)	<ul style="list-style-type: none"> Operation and Maintenance support for three years after Go-Live

23 Payment Schedule

Sr. No	Activity	Payment (%)
1	Conceptualization, URS, As-Is, BPR and To-be	20% of payment will be released as per Annexure A, if completed within the time frame mentioned in RFP
2	Procurement of System Software like Server OS, Database etc. (Open Source software)	100% payment for supply system software like Server OS, Database etc. (open source) and submission of the licenses details as per Annexure B
3	Completion of Design, Development & Coding of Web Portal	30% of payment will be released as per Annexure A, if completed within the time frame mentioned in RFP as
4	Testing & UAT	20% of payment will be released as per Annexure A, if completed within the time frame mentioned in RFP as
5	Application Training & Handholding Support of all the modules	15% of payment will be released as per Annexure A, if completed within the time frame mentioned in RFP
6	Commissioning & Go-Live	15% of payment will be released as per Annexure A, if completed within the time frame mentioned in RFP
7	ATS/AMC of Database & Server OS etc (Open Source software)	equally in each quarter , As per Annexure C
8	3 years Warranty period for Operation and Maintenance support after Go-Live	equally in each quarter, Payment will be divided into 12 quarterly installments as Successful bidder quoted in Annexure D

24 Unconditional Bid

24.1 Bidders shall not put any condition of any kind in the Technical and Financial Bid, failing which the bid shall be rejected as non-responsive.

25 No Variable Cost in Financial Bid

25.1 Bids with the variable costs / rates shall not be considered and shall be rejected as non-responsive at the discretion of LD.

26 Resolution of Disputes

26.1 In this regard LD doesn't go for any arbitration on dispute and LD's decision will be final and binding on the service provider.

27 Governing Language

27.1 The contract shall be written in English language. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

28 Applicable Law

28.1 The Contract shall be interpreted in accordance with the laws of the Union of India and that of State of Gujarat.

29 Taxes and Duties

29.1 Service providers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted software / service to LD. However, VAT/Service Tax in respect of the transaction between LD and the service provider shall be payable extra, if so stipulated in the Notification of Award.

30 Binding Clause

30.1 All decisions taken by GIL regarding the processing of this tender and award of contract shall be final and binding on all parties concerned.

31 Subcontract/Outsource

31.1 As per the provision in Electronics & IT/ITeS Start-up Policy Resolution No. ITS/10/2015/5284/IT dated 6th June, 2016 issued by Department of Science & Technology; in e-Governance project undertaken by Government Departments or its Boards, Corporations or parastatal bodies getting grants from the Government, the chosen solution provider or system integrator will pass on job work or will outsource part of the work of a value ranging between 5% to 10% of the contract value to the eligible startups and to students of shortlisted Technical Colleges in Gujarat. In such arrangements, the responsibility of meeting SLAs (Service Level Agreements) will continue to belong to the solution provider or the system integrator.

SECTION IV: SERVICE LEVEL AGREEMENT (SLA) & PENALTY CLAUSE

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the SP to LD for the duration of the contract for providing Applications, Training, Operation and Maintenance support against the stated scope of work. LD shall regularly review the performance of the services being provided by the SP and the effectiveness of this SLA.

Definitions

For purposes of this Service Level Agreement, the definitions and terms as specified in the contract along with the following terms shall have the meanings as set forth below:

- "Uptime" shall mean the time period for which the specified services / components with specified technical and service standards are available to LD and users. Uptime, in percentage, of any Central IT component can be calculated as:
$$\text{Uptime \%} = (\text{uptime}) / (\text{Total Time} - \text{Maintenance Time}) * 100$$
- "Downtime" shall mean the time period for which the specified services / components with specified technical and service standards as per SLAs are not available to LD and users and excludes the scheduled outages planned in advance for the LD central IT infrastructure.
- "Incident" refers to any event / abnormalities in the functioning of LD specified services that may lead to disruption in normal operations of LD services.
- "Response Time" shall mean After a request is sent to an application, "response time" measures how long it takes for a response to return back from the application
- "Resolution Time" the resolution time is the time taken for resolution which the problem is resolved and the application function is returned to a usable and available state.

1.1 Categories of SLAs

This SLA document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The SP shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels. The services provided by the SP shall be reviewed by LD against this SLA. The SP shall:

- Discuss escalated problems, new issues and matters still outstanding for resolution.
- Review of statistics related to rectification of outstanding faults and agreed changes.
- Obtain suggestions for changes to improve the service levels.

The following measurements and targets shall be used to track and report performance on a regular basis. The targets shown in the following table are applicable for the duration of the contract.

1.1.1 Development related penalty of service levels

Development of Solution

These SLAs shall be strictly imposed and a software audit/certification shall be carried out at the sole discretion of LD for certifying the performance of the applications against the target performance metrics as outlined in the table below:

Service Category	Target	Severity	Penalty
Delay in any of the project milestones as in Para 22	As per delivery Schedule in Para 22	Critical	A Penalty of 0.5% of total contract value of project per week delay, upto maximum of 10%.
Testing & UAT of all the modules	As per delivery Schedule in Para 22	Critical	A Penalty of 0.5% of total contract value of project per week delay, upto maximum of 10%.
Commissioning & Go-Live	As per delivery Schedule in Para 22	Critical	A Penalty of 0.5% of total contract value of project per week delay, upto maximum of 10%.

Note: If the bidder is not adhering to the individual milestones as defined in the delivery schedule, the cumulative penalty will be levied for the delayed weeks, at the sole discretion of LD. If delay is of more than 4 weeks, LD can take a decision to terminate the contract if deemed fit.

The SLA applicable after the implementation shall be purely measured on the availability of the services at site.

1.1.2 Operational Related Penalty

For Software Uptime

No	Measurement	Target	Penalty
1	Application Availability Downtime required for maintenance, new initiatives undertaken by SP or for Performance enhancement measures shall not be considered while calculating product availability. All major maintenance shall be carried out in a planned manner after announcing it across the platform. Any planned shutdown will be done only between 9 pm and 8 am.	>= 99%	INR 1,00,000 for every 12 hours of downtime at a stretch or in parts on a quarterly basis. And INR 10,000 for every subsequent hour of downtime at a stretch or in parts for total down time more than 12 hours on a quarterly basis.

Operational Related Penalty for Software Application

SLA Measure	Severity 1	Severity 2	Severity 3	Severity 4	Flat Penalty Rs.
Response Time	30 Min	1 Hrs	1 Hrs	2 Hrs	
Resolution Time	< 1Hrs	< 1.5 Hrs	<2 Hrs	<4 Hrs	NIL
	>1Hrs & < 2 Hrs	>1.5 Hrs & < 3 Hrs	>2 & < 4 Hrs	>4 Hrs & < 8Hrs	1000 Per Hrs

	Above 2 Hrs or part thereof	Above 3 Hrs	Above 4 Hrs	Above 8 Hrs	2000 Per Hrs
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Severity 1:

Service is unavailable or a fatal error that makes the system unusable resulting in a direct business impact. The problem has resulted in the failure of business critical activities. Immediate action required.

Example:

Application Software related problems affecting all or most of the users e.g. users are unable to log-in, MIS reports cannot be generated.

Severity 2: Service is adversely affected or an error that results in incorrect outputs leading to a major function being unusable resulting in indirect business impact but whose impact is localized and not system – wide. Immediate action is needed.

Example: users are not able to do the entry etc.; users are not able to check and verify details etc.

Severity 3: Service is adversely affected resulting in limited business impact or an error that makes a minor function unusable but which can be tolerated and is to be resolved as soon as possible.

Example: Some of the advance services such as detailed and complex reports are not available.

Severity 4: Service is not affected

Example: Slow response of the system to user requests, minor suggestions and modifications in system functionality.

Note: No extra payments will be made for change requests. Change requests to be considered as part of O & M period.

SECTION V: SCOPE OF WORK

The Scope includes System Analysis, design, development, testing, implementation and maintenance of complete web portal of the Legal Department, Govt. of Gujarat.

Department Profile

Legal Department is headed by the Secretary and Remembrancer of Legal Affairs, who is normally a judicial officer from the cadre of District Judge, appointed as such on deputation basis. Though a very small Department as compared to other Departments of the Government, Legal Department plays a very important role in the administration of justice in the State. Earlier the work of Legislative drafting and vetting of Bills etc. was also being undertaken in the Legal Department. However, with the increase in the workload, the Government created a separate Department called Legislative and Parliamentary Affairs Department in the year 1992 for the said purpose.

Department Functions

The broad functions of the Legal Department are:

- To monitor and supervise litigation of Government in all the courts;
- To advise the Government and its Departments in connection with legal matters;
- To administer all offices of Government Pleaders at the District, High Court and Supreme Court level, the offices of Charity Commissioner, Court fees, Wakf Board, Gujarat Public Works Contracts Disputes Arbitration Tribunal, Gujarat State Legal Services Authority etc.;
- To make appointment of Law Officers, Special Counsels, Special Public Prosecutors etc.;
- To act as a nodal Department between the High Court and Government for matters pertaining to administration of justice;
- To establish Courts, provide infrastructural facilities in the courts and make appointment of Judges in the Subordinate Courts in the consultation with the High Court.

The hierarchy of Officers of Legal Department is as under:

Secretary and RLA → Joint Secretaries → Deputy Secretaries → Under Secretaries → Section Officers

IT Project Background (Online Notary Application)

- Legal Department intends to development of online web portal contains notary related services to legal practitioners or other persons who possess such qualifications as may be prescribed.
- The legal practitioners giving them access online from anywhere on the portal.
- To digitize the functional operations of the notary related services. Legal practitioners/public will access this system to avail these services.

- The SP (Application Developer), is expected to architect and develop a web-based portal covering entire workflow of Legal Department. The key stakeholders and users of the proposed application are:

Application Owner	Application Users
Legal Department	Legal practitioners/public

Objective of the Project

The main objectives of this project are as below:

- To facilitate quality service to public
- Effective use of IT in various activities
- Increase the efficiency of the office of the Legal Department
- Brings transparency and effective monitoring of applications

Key Components of Scope of Work

S. No.	Component	Scope of Work
1.	Development of Web Portal	The SP has to develop a fresh and customized Web Portal
2.	Development of Services	<ul style="list-style-type: none"> • New Application for appointment and Registration of a Public Notary (form-1,2) • Renewal of certificate of practice of Notary • Duplicate Certificate • Complain Register (form- 13) • Annual Return submission (form- 14)
3.	Delivery of Documents	System Documents (URS, SRS, SDS), User Manual
4.	Hosting Application	The Application/Database will be hosted in State Data Center as per provisions provided by Department of Science & Technology. State Data Center will provide computing infrastructure on x86 platform. The bidder has to develop the application compatible with x86 platform. However, the SP is required to provide the software (server operating system and database software) for actual running the application on x86 platform with 3 years of AMC/ATS and also perform the software and other related installation / configuration at SDC.
5.	3 rd Party Audit of Application	The SP shall be responsible to get application security audited by CERT-In Empanelled application security Auditors before hosting the application at SDC and submit the Security Audit Clearance Certificate issued by CERT-In Empanelled Security Auditors. The expenditure of security audit will be borne by Legal Department.

6.	Training	Training to approx. 20 officers at Gandhinagar location
7.	Data Entry	Data entry of approx. 1200 existing/old applications. The SP has to do data entry work of approx. 1200 existing/old applications including relevant informations. i.e Details of Notary, Registration No, address, Year, Name of the Notary, Residential address, Official Address, Contact No, District, Taluka, Area, Certificate renewed upto etc.
8.	Support for 3 Years	Provide maintenance support for application for a period of 3 years from the date of go-live

The workflow of the proposed system is expected to cater following functional operations:

Functional Requirements

Online Notary Public Application

A Notary is essentially appointed by the Central Government for the whole of India or any part of its territory, or the State Government (for a whole or any part of a state) as the case may be. A Notary is a person with authority to draw up deeds and perform other legal formalities. Notaries are, therefore legal professionals who are publicly authorized to draw up or attest contracts or similar documents, to protest bills of exchange, etc. and discharge other duties of a formal character.

The Notaries Act, 1952 and the Rules (primarily the Notaries Rules, 1956) thereunder and the amendments made there to govern the profession of Notaries in India.

Notary Fees:

- Issue of certificate of practice (Rs. 2000)
- Extension of area of practice (Rs. 1500)
- Renewal of certificate of practice (Rs. 1000)
- Issue of a duplicate certificate of practice (Rs. 750)

Notary can online pay the above fees by using cyber treasury portal and will get a computerized receipt of payment. System should allow admin to change above fees as and when required.

Following functionalities are to be made available in the web portal.

1. Application for the New Application for Registration of a Public Notary (form 1,2)

A person may make a request for appointment as a notary in the form of a memorial.

2. Renewal of certificate of practice of Notary

Supporting documents

- Original Certificate of Practice (Without lamination) (Online pdf/physical for verification)
- Demand Draft of Rs.1000/-in favour of competent Authority, Legal Department, Gandhinagar or in cash.
- Affidavit to the effect that he is not an undischarged insolvent and convicted in any court of law for any criminal proceedings. (Online pdf/physical for verification)

- Annual Returns of notarial works for the last three years (Online pdf)

3. Duplicate Certificate

Issue of duplicate certificate along with above mentioned documents following documents should be submitted:-

- Bank Demand Draft of Rs.750/-in favour of competent Authority, Legal Department, Gandhinagar or in cash.
- Original copy of FIR/Complaint lodged or Non –transferable certificate issued by concerned authority.
- The fact relating to loss of Certificate of Practice should also be brought on the form of Affidavit.
- If there is a gap for long duration between the loss of certificate and intimation of the same to the department, it should also be declared by concerned Notary Public that he did not execute any notarial work during that period on the affidavit.

4. Prescribed Form for Complaint against Notary (form- 13)

5. Online Annual Return submission (form 14)

6. Integration with cyber treasury payment

7. Data Entry of old 1200 applications

8. SMS Notification/Alert

- Provide facility to send notifications through SMS & emails
- Provide facility to define Action based notifications for different action (Accept/Reject/in Process/Query/Due Date etc.)
- Provide advance intimation through popup message and SMS for due date of Renewal certificate

9. Suggestion form

The SP has to develop a suggestion form to receive online suggestions/feedback from citizen.

Note: Indicative forms attached at Section 12 and actual formats of forms will be provided at the time of system study.

Front Office

The front office processes relate to notary related services to the users and provide access from anywhere on the portal.

For Users:

1. Access to information of various services offered by the Legal Department
2. Online Application, submission of documents, status check facility of their application
3. Online payments and acknowledgements

This is a proposed new system where the citizens can submit the applications online through internet. The steps involved in this kind of submission of documents electronically are as:

- Access to information
- Notary Act, Rules
- Help Manual for citizens
- Online submission of applications and supporting documents

- Making online payments, Transaction acknowledgements

User Registration module

- The users will first time registration with basic details. In registration process, users can register online with submitting basic details like First Name, Middle Name, Last Name, Birth Date, Mobile Number, Email etc. The authentication will made online through OTP password. After submitting the details, users will get system generated userid and password on their email and/or registered mobile. Allow users to change default password with their own password.
- The system shall able to generate a captcha code which needs to be filled by the users for login
- Periodic Password change policy

No of users: 1500 approx.

Total no of applications received for new certificate per year: approx. 1500 Applications

Back Office

The back office processes focus on the efficient support to the customer services and office automation.

For Legal Department

Number of back office (Department) users: 15 to 20 officers

Type of users

- Secretary and RLA
- Joint Secretaries
- Deputy Secretaries
- Under Secretaries
- Section Officers
- Deputy Section Officers
- Clerks

The processes related to the back office are as mentioned below:

- Dynamic routing of the applications that have been electronically filed by the users to the concerned officers of the Legal Department based on the type of the service request
- Electronic storage of the documents
- Electronic workflow system for Application verification and processing
- Compliance Management
- Dashboard: to display new Application, Approve/Rejection, Query etc.
- Reports (MIS)

It is proposed that the entire “Back Office” application solution design will consist of a completely integrated process, which would be accessible to users on the basis of successful login authentication and adequate rights provided through the Admin module.

Application Processing, Workflow and Document Management

- The filled eForms/online form will be routed dynamically to the concerned authority for processing the forms depending upon the assigned role.
- Enable the employees of LD to view application details, download the documents and verify the documents uploaded by the users. Based on the information and documents received online, Department officers will approve/reject applications. If officers require more information/clarification or required further informations/documents they will generate query within the system. The users will also get query within the system and allow users to send back required clarifications or informations/documents to correct the application through the system.
- Enable the users to view the approval status using their login in e.g. submitted, in process, query and approved/ reject.
- In case of rejection of application, the remarks stating the reason for rejection shall be mandatory to be filled-in by the concerned officers.
- The system shall also allow officers to scan and upload the physical documents to the system. (Users are required to submit some of the supporting documents physically at department. i.e Original Certificate, Affidavit, etc.
- All the eForms along with the attachments will be stored in the electronic repository and facility to archive the applications depending upon the access rights
- The system shall allow the officers to prepare an order and put up for approval / necessary action to concerned authority
- The system should have facility to online payment of various services i.e (Issue of certificate of practice (Rs. 2000), Extension of area of practice (Rs. 1500), Renewal of certificate of practice (Rs. 1000), Issue of a duplicate certificate of practice (Rs. 750)
- Once the users makes the requisite payment to the LD, the system shall intimate the users through SMS/Email.
- Using this registration number officers can find any information for a particular trust
- Each workflow can have his own form for entering any data related to processing of a specific application
- Documents/Certificates can be generated or printed in form of pdf at any intermediate or final stage

Admin Dashboard

The backend system will be managed by Admin users. Admin will be able to manage all the department users, their profile details & assign roles to access the informations of the system.

System should have provision to configure all the system users, according to their roles & assign tasks to access the informations of the system. It would enable each employee to view and manage their assigned tasks.

Audit Trail

- System should be able to track and retain audit trail
- Audit Log contains the logged in user name and their IME or IP Address, Login date and Time, Login Status and Logout date and time.
- Audit trail for any change made in data, prepares a log of all the activities (events) and makes it available to the department.

Reports (MIS)

Any item of data needs to be entered once and is then should be made available as often as necessary to all the MIS Registers that need to use it. Following mentioned registers, some of the information's will available from already entered information or available databases and may be some of the information will enter manually as information available in physical documents.

- List of Active Notaries (Registration No, Year, Name of the Notary, Residential address, Official Address, Contact No, District, Taluka, Certificate renewed upto, Area in which authorized)
- List authorized for gazette
- A cash book report which shows the amount of money received from difference services across different modes of payment (Online Payment received)
- Service-wise pendency report and Hierarchy wise pendency report
- Total no of Applications Received/Approved/Reject/in process/Query
- No of Certificate issued

These are indicative reports only. Final list shall be developed in consultation with the Legal Department

Features for proposed application

- To provide interface for data entry for filling up, attach supporting documents and submission of forms/applications online with data validation.
- The system shall provide the necessary help for the critical form fields to users as guidance while filling the form
- Provide facility to upload the supporting checklist documents (PDF/JPG files)
- The system shall provide the clear instructions for certain documents which are mandatory to be submitted in physical to the Legal Department for verification.
- The system shall provide the functionality to check whether mandatory fields in an e-Form are dully filled-in. In case of any discrepancy the system shall provide necessary error message for correction
- System should be able to calculate the applicable fee payable for the various services and accepts online payment through debit cards/credit cards/Internet Banking/Wallet/Treasuries or various known channels.
- The system should also generate a receipt of the payment made in case of online payment.
- There should also be facility of refund the money for any failed transactions
- There is also an option to make offline payment at designated banks through challan generated by the system
- The system shall allow the users to save & modify an e-Form till it is submitted for further action
- Pre-defined downloadable formats which can be filled in by the users and scanned copy can be attached as an enclosure.
- After successful submission, a unique application number for the application should be generated and users will get an acknowledgement for successfully submission of application with unique application number through SMS/Email.
- The system shall notify the user through SMS /email during every stage of application processing.

- Provision for sent OTP password on mobile/email for critical transactions when required.
- Users will use this unique application number to view the status of their application or any future communication with Legal Department.
- The system shall have the date & time stamping facility for each and every transactions done through the system
- The system should have facility open or closed online window for accepting applications
- Any data associated with the application such as data entered by applicant, officials or system data can be embedded in the document
- Officials can view the processing history of an application once it has been processed by them
- Web Portal must have mobile/Tablet Responsive
- SP has to create interface to enter any existing or old application data

Basic Features of the System

1. Browser based access
2. Ability to handle large number of transactions
3. Ability to access on a 24 x 7 basis
4. Time out feature in case of inactivity on an open window
5. Language support – English & Gujarati

The expected functions are

1. Development of the portal in a web based environment.
2. Design and development of e-forms (approx. 15 forms)
3. Portal need to be developed in both Gujarati & English language. Captions or display labels and Data entry shall be in Gujarati & English (bilingual) both language.
4. Gujarati typing should be in Standard Unicode Indic Gujarati font. Unicode format should be used for data storage and Gujarati language display and support. The solution proposed should be Unicode compliant.
5. The System should be user friendly and scalable
6. Compatible with the major browser like Chrome, Mozilla Firefox, Internet Explorer, Safari, Opera etc.
7. Personalized home pages with message boards, Dash Boards and an Inbox for all workflow items
8. Role based authentication to various functionalities mentioned in the scope of work with encrypted passwords. Rights can be given to Individual Users or Groups
9. An audit trail of changes to data in the system shall be maintained to identify the users responsible for the modification. There should be a facility to create reports on audit logs.

10. Information Security i.e. Integrity, Confidentiality & Availability of data to be maintained.
11. The solution must provide for the ability to securely store critical data so that database administrators or any unauthorized users do not have access to items such as transaction information, passwords, user profiles and other critical items.
12. A secure Content Management System for ease of administration and configuration of services of the application by the department.
13. System should have the configurable front end.
14. Payment Gateway and SMS Gateway will be provided by the department. However, bidder has to develop the necessary interface.
15. O&M Support, the Selected Bidder has to propose the appropriate team to achieve the requirement of department and maintain quality standard also.
16. Carry out all necessary changes in application, functionality of software, technology, tools, accordingly if Department or State Government issue any kind of new Guidelines, Rules, Amendments, Notifications , Government Orders.
17. The solution should be built on Open Standards and Open source and compliance with industry standards.
18. The SP has to follow the design, development, technical standards, framework, security features specified in the guidelines of GoG/Gol/DST.
19. Security has to be an important design consideration. The system must address following:
 - Authentication
 - Authorization
 - DoS attack
 - SQL Injection
 - Data Tampering and other ways to security threat
20. Source code/customized code needs to be shared and handed over successfully to the Legal Department at the time of completion of AMC contract.
21. Scalability: The architecture is capable to take care of high volume traffic. Volume of transactions may increase approx. 10% year to year.

Training to all the system users

SP shall provide hand holding training support to Legal Department officers at Gandhinagar In this the target users are trained on the system. Classroom training, hands on training are provided along with the required documentation and help features for the system. Training will be done for two types of users separately (Users of the application and IT team for Administration of the application).

Number of Trainees: 20 approx

- Department will provide the necessary space and infrastructure for training.
- SP has to provide training at Gandhinagar

The logistic for the trainer will be arranged by the SP. However the logistic for the trainees will be arranged by the department

Operation and Maintenance support (for 3 years)

SP shall maintain the developed Web portal and ensure that it is bug-free, running efficiently and simultaneously incorporate necessary changes in the application functionality as required and approved by department during the maintenance period of 3 years.

The SP is expected to carry out all changes that are required due to change in functionalities, forms, reports, etc. during the Operation and Maintenance period of 3 years. No additional cost to the department for the entire O & M period.

Operation and Maintenance support includes:

- Debugging & fixing of problems arising in the running applications
- Tuning and code changes for optimal performance
- Enhancement/modification as change in business rules
- Data Validation/correction
- Changes in functionality, workflow, reports, forms, etc.
- Fix the operational problems
- Perform error handling while running the application.
- Backup/Restore data
- Training
- MIS Reports

The SP shall deploy mutually agreed number of resources at Legal Department, Gandhinagar to deliver the services as mentioned in this RFP and meet the SLA during the O&M period.

Technical Scope of Work

The Technical scope of work for Development and maintenance of Web portal is as under:

- The Web Portal should disseminate up-to-date information about Notary related services.
- The SP has to study the requirement in details in consultation with Legal Department and develop the Web Portal accordingly after due approval of concern authority.
- The Web Portal must be optimized for Search Engines (Meta-tags, Dynamic Link Creations, and Dynamic Titles, etc.) and also search ability within the web portal. Web developer has to perform SEO throughout the contract period.
- Sufficient security measures shall be developed against vulnerabilities, e.g., hacking / SQL injection- attack, etc.
- The Web Portal should be in a specific manner so that authorize official can easily maintain the respective content themselves.
- Web pages can load quickly and consume less web space and memory.
- The Web Portal should be regularly monitored and assessed to ensure content authentication and updation.
- The Web Portal should have Copyright Policy, Terms & Conditions and Privacy policy prominently displayed on each page.

- The Web Portal should be running on SSL, i.e., HTTP request should automatically get redirected to https.
- The SP should be responsible for ensuring that all the Software, Plugins, Scripts, etc., used for the development of the Web Portal is updated with the latest patches and are free of any known vulnerabilities.

1. Bid Proposal Form

Date:

Tender No:

To

Dear Sir,

Having examined the Bidding Documents including Addenda Nos. _____ (insert numbers, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to render **“Selection of Service Provider for Analysis, design, development, testing, implementation and maintenance of complete Web Portal for Legal Department.”** in conformity with the said bidding documents for the same as per the technical and financial bid and such other sums as may be ascertained in accordance with the Financial Bid attached herewith and made part of this bid. We have not placed any condition for the bid on our part and agree to bind ourselves to the terms and conditions of this tender unconditionally. Any conditions placed by us elsewhere in the present bid are hereby withdrawn unconditionally.

We undertake, if our bid is accepted, to render the services in accordance with the delivery schedule which will be specified in the contract document that we will sign if the work order given to us.

If our bid is accepted, we will obtain the guarantee of a bank for the sum indicated as per tender document for the due performance of the Contract, in the form prescribed by LD.

We agree to abide by this bid for a period of 180 (One hundred and eighty only) days after the date fixed for bid opening of the Instruction to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

Name:

Address: _____

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 2018

Signature

(in the capacity of)

Duly authorized to sign Bid for and on behalf of _____

2. Particulars of the Bidder's organization

Sr. No	Particulars	Details to be furnished	
1.	Details of responding company		
a)	Name		
b)	Address		
c)	Telephone	Fax	
d)	Website		
2.	Details of Contact Person		
a)	Name		
b)	Designation		
c)	Address		
d)	Telephone no.		
e)	Mobile no.		
f)	Fax no.		
g)	E-mail		
3.	Details of Authorized Signatory (please attach proof)		
a)	Name		
b)	Designation		
c)	Address		
d)	Telephone no.		
e)	Mobile no.		
f)	Fax no.		
g)	E-mail		
4.	Information about responding company (please attach proof)		
a)	Status of company (Public Ltd. / Pvt. Ltd etc)		
b)	No. of years of operation in India		
c)	Details of Registration	Date	
d)	Details of Quality Certifications		
e)	Locations and addresses of offices		

3. Bid Processing Fees & Earnest Money Deposit Details

Sr. No.	Item	Amount (In Rs.)	Name of the Bank & Branch	Demand Draft No.
1	Bid Processing Fees			
2	Earnest Money Deposit (E.M.D.)			

4. Financial strength of the bidder

Financial Year	Turnover (Rs. In Cr)	Audited Accounts uploaded (Yes/No)
2014-15		
2015-16		
2016-17		

5. Details of completed/ongoing web Application/portal projects (Excluding Hardware procurement cost & Third party software license procurements) each of value more than 10 lacs in the last three years (2014-15, 2015-16, 2016-17)

Name of department (with address contact persons and numbers)	Brief Description of projects	Responsibility or role of the Bidder in the Project	Order value (Rs)	Completion Date

(Please attach relevant client certificates + Work Order)

6. Technical Proposal, Description of the Approach, Methodology and Work Plan for Performing the Assignment

6.1. Copy of Certificate of Incorporation

6.2. Copy of work order + Client Certificate that confirms IT Projects/solutions experience

6.3. Audited Financial Balance sheet and Profit & Loss statements of last three years as on 31-03-2017 (FY 2014-15, FY 2015-16, FY 2016-17), CA Certificate for annual turnover of last three years from Software/IT Development and Support service activities and net worth in the last three financial years (FY 2014-15, FY 2015-16, FY 2016-17)

6.4. Copy of Quality Certificates

6.5. No. of full time software developers the company has on its rolls with EPF payment

7. Financial Bid

Financial Bid Format

Sr. No.	Description	Total Amount (Rs.)
1	Cost of Designing, Development and Deployment and Go-Live of the Web Portal Annexure A	
2	Cost of the system software required i.e. Database, Server OS etc. (Open Source software) Annexure B	
3	Cost of AMC/ATS of the system software required for application i.e. Database, Server OS etc for three years Annexure C	
4	Cost of Operations and Maintenance support for three years after Go-Live Annexure D	
Grand Total (Rs.)		

Note:

- All taxes/GST are extra as applicable at the time of invoicing.
- For financial evaluation, Total price of Sr. No. 1 to 4 will be considered.
- The cost of the above parts should be matched with the breakup of each component mentioned in Annexures.

Annexure A: (Line Item 1)

Sr. no.	No Item Description Original	Total Man-month Effort	Rate per man-month	Total amount (Rs.)
		A	B	C= A*B
1.	Conceptualization, As-Is, BPR and To-be, URS			
2.	Design, Development & Coding of Web Portal, SRS, DB Design			
3.	Testing & UAT			
4.	Application Training and handholding support of all the modules			
5.	Commissioning & Go-Live			
Total Amount (Rs.)				

Annexure B: (Line Item 2)**One time Cost of Software Licenses required for running the application**

Sr. No.	Item (License Software)	Qty	Unit Price	Total Amount
		A	B	C=A*B
1				
2				
Grand Total (Rs.)				

Annexure C: (Line Item 3)**ATS/AMC of the Licenses required for running the application**

Sr. No.	Item (License Software)	Qty	Unit Price	AMC/ATS price for 1 year (Rs.)	Total amount for three years
		A	B	C=A*B	D= C*3
1					
2					
Grand Total (Rs.)					

Annexure D: (Line item 4)

Item	Total Man month Effort	Rate per man-month	Total
A	B	C	D=B*C
1 st Year			
2 nd Year			
3 rd Year			
Total			

Note: 1 Man-month will mean 1 man required to work for 24 or 25 working days in a month as per government rules.

8. Performance Bank Guarantee

(To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.

Date:

To

Name & Address of the Indenter

Legal Department

Dear Sir,

In consideration of Name & Address of the Purchaser/Indenter, Government of Gujarat, Gandhinagar (hereinafter referred to as the OWNER/PURCHASER which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having awarded to M/s.

_____ having Principal Office at _____ (hereinafter referred to as the "SELLER" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the supply of _____ by issue of Purchase Order No..... Dated issued by Gujarat Informatics Ltd. ,Gandhinagar for and on behalf of the OWNER/PURCHASER and the same having been accepted by the SELLER resulting into CONTRACT for supplies of materials/equipments as mentioned in the said purchase order and the SELLER having agreed to provide a Contract Performance and Warranty Guarantee for faithful performance of the aforementioned contract and warranty quality to the OWNER/PURCHASER, _____ having Head Office at (hereinafter referred to as the 'Bank' which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the sum of Rs. _____ (Rupees _____) to the OWNER/PURCHASER on demand at any time up to _____ without a reference to the SELLER. Any such demand made by the OWNER/PURCHASER on the Bank shall be conclusive and binding notwithstanding any difference between Tribunals, Arbitrator or any other authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee. OWNER/PURCHASER shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance by the SELLER of the aforementioned CONTRACT. The OWNER/ PURCHASER shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the SELLER, and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned CONTRACT between the OWNER/PURCHASER and the SELLER or any other course of or remedy or security available to the OWNER/PURCHASER.

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHAER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the

OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

The Bank also agree that the OWNER/PUCHASER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the SELLER and not withstanding any security or other guarantee that the OWNER/PURCHASER may have in relation to the SELLER's liabilities.

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs. _____ (Rupees _____) and it shall remain in force up to and including _____ and shall be extended from time to time for such period as may be desired by the SELLER on whose behalf this guarantee has been given.

Dated at _____ on this _____ day of _____ 2018

Signed and delivered by

For & on Behalf of
Name of the Bank & Branch &
Its official Address

List of approved Banks:

All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. No. EMD/10/2016/328/DMO dated 01.05.2017 issued by Finance Department or further instruction issued by Finance department time to time.

9. Format of Earnest Money Deposit in the form of Bank Guarantee

Ref: Bank Guarantee No.
Date:

To,
Director (e-governance)
Gujarat Informatics Limited
8th Floor, Block -1, Udyog Bhavan,
Sector - 11, Gandhinagar - 382017
Gujarat, India

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the Tender no: XXXX for **"Selection of Service Provider for Analysis, design, development, testing, implementation and maintenance of complete Web Portal for Legal Department."** KNOW ALL MEN by these presents that WE -----
----- having our registered office at -----
(hereinafter called "the Bank") are bound unto the _____, Gujarat Informatics Limited in the sum of ----- for which payment well and truly to be made to Gujarat Informatics Limited , the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day of -----
-----2018.

THE CONDITIONS of this obligation are:

1. The E.M.D. may be forfeited:
 - a. if a Bidder withdraws its bid during the period of bid validity
 - b. Does not accept the correction of errors made in the tender document;
 - c. In case of a successful Bidder, if the Bidder fails:
 - (i) To sign the Contract as mentioned above within the time limit stipulated by purchaser or
 - (ii) To furnish performance bank guarantee as mentioned above or
 - (iii) If the bidder is found to be involved in fraudulent practices.
 - (iv) If the bidder fails to submit the copy of purchase order & acceptance thereof.

We undertake to pay to the GIL/Purchaser up to the above amount upon receipt of its first written demand, without GIL/ Purchaser having to substantiate its demand, provided that in its demand GIL/ Purchaser will specify that the amount claimed by it is due to it owing to the occurrence of any of the abovementioned conditions, specifying the occurred condition or conditions.

This guarantee will remain valid up to 9 months from the last date of bid submission. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHASER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

The Bank also agree that the OWNER/PUCHASER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the SELLER and not withstanding any security or other guarantee that the OWNER/PURCHASER may have in relation to the SELLER's liabilities.

Dated at _____ on this _____ day of _____ 2018.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &
Its official Address

List of approved Banks:

All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the EMD/10/2016/328/DMO dated 01.05.2017 issued by Finance Department or further instruction issued by Finance department time to time.

10. Self Declaration

The

-----,

Sir/Madam,

Having examined the Bidding Documents including Bid No.: ----- the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide services for -----.

We undertake, if our bid is accepted, to provide _____, in accordance with the terms and conditions in the tender document.

If our bid is accepted we will obtain the guarantee of a bank for a sum equivalent to 10% of the Contract value, in the form prescribed by the purchaser.

We agree to abide by this bid for a period of 180 days after the date fixed for bid opening under the Instruction to Bidders and shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We understand that in competing for (and if the award is made to us, in executing the above contract), we will strictly observe the laws against fraud and corruption in force in Gujarat namely Prevention of Corruption Act 1988.

We understand that you are not bound to accept the lowest or any bid you may receive.

We have not been under a declaration of ineligibility for corrupt and fraudulent practices, and / or black-listed or debarred at least for three years (excluding the current financial year) by any Government Department / State Government / Government of India / Board / Corporation / Government Financial Institution in context to purchase procedure through tender. We have not imposed any condition in conflict with the tender condition if it is found it should be treated as withdrawn.

We have not been convicted for any criminal cases(s) by any of the Govt. Department or its PSU in Gujarat regarding any supply and contracts with our firm/company.

We have not breached/violated any contractual conditions so far to any of the Govt. Department or its PSU.

In case any of the above statements made by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD and / or PBG and / or cancel the award of contract

Dated this _____ day of _____ 2017

Signature: _____

(in the Capacity of) : _____

Duly authorized to sign bid for and on behalf of

Note: This form should be signed by authorized signatory of bidder

11. FORMAT OF AFFIDAVIT

(TO BE SUBMITTED PHYSICALLY)

(To be submitted IN ORIGINAL on Non-Judicial Stamp Paper of Rs 100/- duly attested by First Class Magistrate/ Notary public)

I/We, _____, age _____ years residing at _____ in capacity of _____
M/s. _____ hereby solemnly affirm that

- 1) All General Instructions, General Terms and Conditions, as well as Special Terms & Conditions laid down on all the pages of the Tender Form, have been read carefully and understood properly by me which are completely acceptable to me and I agree to abide by the same.
- 2) I / We have submitted following Certificates / Documents for T.E. as required as per General Terms & Conditions as well as Special Terms & Conditions of the tender

Sr. No.	Name of the Document
1	
2	

- 3) All the Certificates / Permissions / Documents / Permits / Affidavits are valid and current as on date and have not been withdrawn / cancelled by the issuing authority.
- 4) It is clearly and distinctly understood by me that the tender is liable to be rejected if on scrutiny at any time, any of the required Certificates / Permissions / Documents / Permits / Affidavits is / are found to be invalid / wrong / incorrect / misleading / fabricated / expired or having any defect.
- 5) I / We further undertake to produce on demand the original Certificate / Permission / Documents / Permits for verification at any stage during the processing of the tender as well as at any time asked to produce.
- 6) I / We also understand that failure to produce the documents in "Prescribed Proforma" (wherever applicable) as well as failure to give requisite information in the prescribed Proforma may result in to rejection of the tender.
- 7) My / Our firm has not been banned / debarred / black listed at least for three years (excluding the current financial year) by any Government Department / State Government / Government of India / Board / Corporation / Government Financial Institution in context to purchase procedure through tender.
- 8) I / We confirm that I / We have meticulously filled in, checked and verified the enclosed documents / certificates / permissions / permits / affidavits / information etc. from every aspect and the same are enclosed in order (i.e. in chronology) in which they are supposed to be enclosed. Page numbers are given on each submitted document. Important information in each document is "highlighted" with the help of "marker pen" as required.

- 9) The above certificates / documents are enclosed separately and not on the Proforma printed from tender document.
- 10) I / We say and submit that the Permanent Account Number (PAN) given by the Income Tax Department is _____, which is issued on the name of _____ [Kindly mention here either name of the Proprietor (in case of Proprietor Firm) or name of the tendering firm;1, whichever is applicable].
- 11) I / We understand that giving wrong information on oath amounts to forgery and perjury, and I/We am/are aware of the consequences thereof, In case any information provided by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD/PBG/cancel the award of contract. In this event, this office reserves the right to take legal action on me/us.
- 12) I / We have physically signed & stamped all the above documents along with copy of tender documents (page no. ---- to --).
- 13) I / We hereby confirm that all our quoted items meet or exceed the requirement and are absolutely compliment with specification mentioned in the bid document.
- 14) My / Our Company has not filed any Writ Petition, Court matter and there is no court matter filed by State Government and its Board Corporation, is pending against our company .
- 15) I / We hereby commit that we have paid all outstanding amounts of dues / taxes / cess / charges / fees with interest and penalty.
- 16) In case of breach of any tender terms and conditions or deviation from bid specification other than already specified as mentioned above, the decision of Tender Committee for disqualification will be accepted by us.

Whatever stated above is true and correct to the best of my knowledge and belief.

Date:

Stamp & Sign of the Tenderer

Place:

(Signature and seal of the Notary)

Section -12
(Sample Forms)

FORM I
MEMORIAL
(Rule 4 (3))

PHOTOGRAPH

1. Name of the applicant: _____
2. Father's/Husband's name: _____
3. Date of Birth: _____
4. Whether SC/ST/OBC/General: _____
5. Address(Residence): _____
_____ Pin _____
Telephone: _____ Fax: _____ E-Mail _____
Address (Office): _____
_____ Pin: _____
Telephone: _____ Fax: _____ E-Mail: _____
6. Educational qualifications (Please attach attested photocopies): _____
7. Enrolment No. and date (Please attach attested photocopies): _____

8. Practising in: _____

Civil side: _____

Criminal side: _____

Taxation: _____

Revenue courts: _____

9. Whether income tax assessee: _____

10. The memorial of (name of the applicant in block letters) showeth: _____

1. that the memorialist is a person eligible for appointment as notary under the notaries Act, 1952 and clause (a) of rule 3 of the Notaries Rules, 1956;
2. that the memorialist resides in _____ (here state the name of the local area or name of court where he intends to practise) and will reside for upwards of _____ (state how long);
3. that the number of notaries in the local area is insufficient for the requirements thereof (the grounds of the statement should be added);
4. that no previous application of the memorialist has been rejected or withdrawn by him, within the preceding six-months.

The memorialist, therefore, prays that the government be pleased to appoint and admit him as a notary under and by virtue of the notaries Act, 1952 (53 of 1952) and clause (a) of the rule (3) of the Notaries Rules, 1956 to practice in _____ (here state the name of the local area).

Date: _____ day of _____

Signature of the Applicant

- 3 -

Sl.No.	Name and address of Organisation	Profession	Name and address of the firm/Orgn.	Signature (with seal)
1.				
2.				
3.				
4.				
5.				

Note: (Under rule 4 (3) the memorial should be countersigned by a Judicial Magistrate, a Manager of a Nationalized Bank, a Merchant and two prominent inhabitants of the area where he intends as a notary)

FORM I
MEMORIAL
(Rule 4 (2))

PHOTOGRAPH

- 1 Name of the applicant: _____
- 2 Father's/Husband's name: _____
- 3 Date of Birth: _____
- 4 Whether SC/ST/OBC/General: _____
- 5 Address(Residence): _____

Pin _____

Telephone: _____ Fax: _____ E-Mail _____

Address (Office): _____

Pin: _____

Telephone: _____ Fax: _____ E-Mail: _____

6 Educational qualifications (Please attach attested photocopies): _____

7 Enrolment No. and date (Please attach attested photocopies): _____

8 Practising in: _____

Civil side: _____

Criminal side: _____

Taxation: _____

Revenue courts: _____

9 Whether income tax assessee: _____

- 10 The memorial of (name of the applicant in block letters) showeth: _____
1. that the memorialist is a person eligible for appointment as notary under the notaries Act, 1952 and clause (a) of rule 3 of the Notaries Rules, 1956;
 2. that the memorialist resides in _____ (here state the name of the local area or name of court where he intends to practise) and will reside for upwards of **life long** (state how long);
 3. that the number of notaries in the local area is insufficient for the requirements thereof (the grounds of the statement should be added):
Due to increase in school, college, industries, litigation works and increasing population etc.
 4. that no previous application of the memorialist has been rejected or withdrawn by him, within the preceding six-months.

The memorialist, therefore, prays that the government be pleased to appoint and admit him as a notary under and by virtue of the notaries Act, 1952(53 of 1952) and clause (a) of the rule (3) of the Notaries Rules, 1956 to practice in (here state the name of the local area).

Date: _____ day of _____

Signature of the Applicant

Sl.No.	Name and address of Organisation	Profession	Name and address of the firm/Orgn.	Signature (with seal)
1.				
2.				
3.				
4.				
5.				

Note: (Under rule 4 (3) the memorial should be countersigned by a Judicial Magistrate, a Manager of a Nationalized Bank, a Merchant and two prominent inhabitants of the area where he intends as a notary)

(FORM II)
(Rule 4(2))

PHOTOGRAPH

1. Name _____

2. Father's/Husband's name _____

3. Date of birth _____

4. Whether SC/ST/OBC/General _____

5. Address(Residence) _____

PIN _____

Telephone _____ Fax _____ E-mail _____

Address(office) _____

_____ PIN _____

Telephone _____ Fax _____ E-mail _____

6. Educational qualifications _____

7. Date of joining government service _____

8. Date of retirement _____

9. Post held at the time of retirement _____

10. Area where the memorialist intends to practice as Notary

Signature of the applicant

Dated _____ day of _____ 20 _____

Annexure

Statement of Column 10(3)

Due to increase in school, college, industries, litigation works and increasing population etc.

Form-13

**Form of Complaint
Before the appropriate Government
Under the Notaries Act, 1952
(53 of 1952)**

Between.....Petitioner
AndRespondent

Petitioners Address:.....
Respondents Address:.....

Particulars of complaints in paragraphs consecutively
numbered.....

Particulars of evidence oral and documentary, if any, to
substantiate the complaint.....

Verification

I,....., the petitioner do hereby declare that
what is stated above is true to the best of my information
and belief.

Verified today the.....day of.....20.....at.....

¹[FORM XIV
FORM OF RETURN TO BE SUBMITTED BY A NOTARY

(See rule 14)

- 1. Name and address of notary
- 2. Registration number
- 3. Particulars of notarial acts done during the year

Type of work	Name of cases	Fee charged
--------------	---------------	-------------

- 1. Noting an instrument
- 2. Protesting an instrument
- 3. Recording a declaration of payment for honour
- 4. Duplicate protests
- 5. Verifying, authenticating, certifying or attesting the execution of any instrument
- 6. Presenting any promissory note, *hundi* or bill of exchange for acceptance or payment or demanding better security
- 7. Administering oath to, or taking affidavit from any person
- 8. Preparing any instrument intended to take effect in any country or place outside India in such form and language as may conform to the law of the place where such deed is intended to operate
- 9. Attesting or authenticating any instrument intended to take effect in any country or place outside India in such form and language as may conform to the law of the place where such deed is intended to operate
- 10. Translating and verifying the translation of, any document from one language into another
- 11. Other notarial acts.

Signature of Notary

Date and Place.....]