Handbook

<u>on</u>

Standard Procedures for Computerization - Volume 1

<u>for</u>

Govt. Departments / HoDs / Boards / Corporations / Urban & Rural Local Bodies

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Gujarat Informatics Ltd.

Block-1, 8th Floor, Udyog Bhavan, Sector-12, Gandhinagar

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- 1. Shri H.B.Varia, IAS, Managing Director (May 2003-Dec 2003), GIL
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- 5. Prof. D. J. Patel, Institute of Technology, Nirma University
- 6. Liza Parekh, Executive (Software & Application Development), GIL

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CHAPTER-1: Composition of Committees

A). TSP Committee

A **TSP Committee** comprising of the following members shall monitor and supervise the action plan of IT implementation in the concerned Govt. organizations/corporations.

- 1. Secretary of the concerned government organization or Head of the Office concerned (in cases where the project/purchase is for the HoD).
- 2. Financial Advisor of the concerned Govt. organization/department
- 3. Representative / CIO of the concerned Govt. organization
- 4. Management Consultant, Dept. of Science & Technology, who will also act as a policy advisor to the Committee
- 5. Director (Software & Application Development), GIL, who will also act as a technical advisor to the Committee

For the IT plan or for the IT related activity, if the budgetary estimate is more than Rs. 1 crore, Secretaries of the concerned Govt. organization, DST and Expenditure Department and MD GIL shall be included in the above committee.

B). Project Team

The Project Team shall comprise of:

- 1. Project Champion this should be a domain expert from the department/office
- 2. CIO / Jt. CIO for technical inputs / assistance from department's side
- 3. Technical representative from Gujarat Informatics Ltd.
- 4. Technical representative from Service Provider

Responsibilites of the Project Team shall broadly include:

- ✓ Project Monitoring and Control
- ✓ Ensuring that requirements are captured and formulated properly so that a clear and stable Scope of Work emerges at the earliest
- ✓ Preliminary project planning (mainly in terms of timeframe) before the tendering and vendor-selection process
- ✓ Ensuring adherence to project timelines
- ✓ Expediting the administrative and / or technical clearances of project deliverables
- ✓ Site planning and preparation
- ✓ Identification and training of personnel
- ✓ Management of the IT infrastructure
- ✓ Any other responsibility assigned by the HoD

The project team should be oprational from Project identification and scope definition phase up to system implementation phase (including 2 months of parallel run).

CHAPTER-2: Procedure to be followed by Govt. organizations

The procedure to be followed by government organizations/corporations for implementation of any of the services are given in the following paragraphs.

A. Formation of TSP Committee

First step would be the formation of TSP Committee by the Govt. organization as detailed in **CHAPTER-1** of this Handbook.

B. Formulation of IT Action Plan

After formation of the TSP Committee, the next step would be the preparation of IT Action Plan for the Govt. This should be done as outlined in **CHAPTER-4** of this Handbook.

C. Department Specific Applications

1. As per the procedure laid down in the flow-chart for selecting the SP, the Govt. organization shall call all desirous Vendors / Service Providers (SPs), through open tendering, for a meeting where the concerned organization will make a presentation of their requirements. Here the organization shall also express clearly the interfacing and integration requirements in terms of data / information exchange to and from other related Govt. offices (Departments/Boards/Corporations/HODs) along with the consolidation requirements thereof. For example, departments like GAD, FD etc. need to exchange data with almost all Govt. offices (GAD for personnel matters, FD for financial matters etc.). Based on the broad specification by the office for interfacing / integration requirements, the bidders shall study the detailed interfacing/ integration requirements and propose the same through their IT solutions. The solution should clearly address the needs of sharing information vertically and horizontally within the Govt. machinery. The role of the organization in ensuring that a clearly defined and stable scope of work emerges before the 'Award of Contract', needs to be appreciated.

The SPs shall be informed about this meeting by registered post one week in advance. During the presentation, all present SPs may be informed that if they have any clarifications on the scope of the work, the same can be asked at another meeting which shall be fixed (within a week) and the time and date of this meeting should be announced thereat.

The Secretary/HoD or his representative and CIO shall facilitate the intending solution providers and provide clarifications to all types of queries. The CIO should thoroughly assist the in-depth study and should act as a single point interface with due authority and accountability.

Based on the presentation, the clarifications and the requirements given in the IT action plan, the SP should conduct the in-depth study and prepare the technocommercial report. In-depth study shall be carried out by SPs free of cost. If any other type of services covered under this Handbook are required in the current scope of work, then the SPs will have to specify in their report clearly indicating the names of services and quantum of work (in man months) for which other SPs will be required. However, financial bid should not include the cost of carrying out any of these services included in the techno-commercial report / offer.

1. A) Focus of TSP Projects will be towards

- a. Improved internal functioning of the Govt. organization
- **b.** Providing additional services & functions in discharge of the organization's core responsibilities
- c. Improved services to citizens (G2C) and business/industry (G2B)
- d. Improved, faster, more accurate and transparent inter/intra departmental/organizational communication & exchange of information with other Govt. organizations (G2G)
- e. Enabling the organizations to do more with less
- f. Identification of areas where computerization will have major/immediate impact in achieving above objectives.
- g. A project based approach towards phased development and implementation of applications that are identified as important and critical.
- **2.** The techno-commercial report submitted by Service Providers shall be in two separate envelopes.
 - a) Technical document in a format given at Appendix-A of CHAPTER-11.
 - b) Commercial document, along with calculation of service wise man-month rate estimation leading to the clear indication of total project cost in a format given at **Appendix-B** of **CHAPTER-11**.

Both the documents shall be submitted in separate sealed envelopes (in two copies) not later than 7 days from the date of second meeting with the concerned Govt. organization or before a date specified by the department.

The 'Technical Bid' as well as 'Approach & Methodology Presentations' shall be assessed by the committee formed under the chairmanship of Secretary/HoD of the concerned organization in the format given below. The committee would be assisted by technical representatives from GIL Software & Application Development Division for devising the evaluation scheme and preparing necessary comparison matrices. Feedback received from other Govt. organizations regarding the performance of the

Service Providers would be given appropriate weightage by the TSP committee at the time of technical short-listing stage.

Assessment of the Technical Bid + Presentations

| Sr No. | Item | Criteria | Total Points | Points given to the vendors |
|-----------|---|---|-----------------|--------------------------------------|
| 1. | Technical Bid Document | Past experience of the vendor in the given area of project and his present capacity/capabilities (relevant expertise) | 30 | |
| 2a. | Approach & Methodology Document | Approach and Methodology for Application Development | 10 | _ |
| 2b | Approach & Methodology Presentations | | 10 | |
| 3a. | Approach & Methodology Document | Approach and Methodology for Software customization and integration | 10 | _ |
| 3b | Approach & Methodology Presentations | | 10 | |
| 4a | Approach & Methodology Document | Work Plan and Test Plans (with time and team size and skill sets details) | 10 | _ |
| 4b | Approach & Methodology Presentations | | 10 | |
| 5a. | Approach & Methodology Document | Approach and | 05 | _ |
| 5b | Approach & Methodology Presentations | Methodology of Training | 05 | |
| | | Total | 100 | |

(N.B. Full points to be given to the vendor with maximum competence and proportionate to other vendors.)

- **3.** No SP shall concurrently take more than 5 assignments within TSP service category and more than 8 assignments in aggregate under all the services covered in this Handbook at any point of time. For the purpose of interpretation of this clause, the 'concurrent assignments' would include projects between 'Award of Contract' phase and the 'Implementation/Logical conclusion' phase.
- **4.** The committee shall then finalize the shortlist (in the following format) of SPs who are technically qualified at the technical short-listing stage. At this stage, cut off level shall be decided by the TSP Committee based on the technical score of the vendors making sure that at least three parties reach financial bid opening stage, otherwise the Govt. organization shall have to go in for a re-bid. However, the committee may decide to proceed with the lesser no. of vendors in case minimum 3 vendors do not reach the financial bid stage even during re-bid.

Format of Comparative Statement of Technical Competence

| Sr. No. | Name of the party | Points scored based on technical assessment (out of 100) | Remarks |
|------------|-------------------|--|---------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| | | | |
| 15 | | Cut off level | |

5. Commercial Bids, i.e. the sealed envelopes containing the total project cost (total estimates, considering category wise number of persons to work on the project and time frame required for completion of the project) shall be opened in presence of all the IT Solution/Service providers who qualify at the technical qualification stage and fall within the cut off level of technical ranking.

- **6.** Commercial bid shall be opened only for those vendors (SPs) who are qualified technically within cut off limit and the vendor (SP) having Lowestone (L1) position in commercial bid shall be awarded the work. If the committee strongly feels that there is a need to get more competitive rates, then, only L1 vendor can be called for negotiation. The Tender document given in CHAPTER-11 contains the contract form. This contract form shall be signed between the concerned Govt. organizations and the selected SP.
- 7. After awarding the work, the SP shall be asked to conduct a detailed study and prepare the User Requirement Specifications (URS) in the format as outlined in CHAPTER-5 and submit it to the Govt. organization. The department shall deliberate and approve (with/without modification) the URS submitted by the SP. On approval of URS, the SP shall conduct a detailed study and prepare the System Requirement Specifications (SRS) document. The SP shall submit the System Requirement Specifications in the format enclosed in CHAPTER-6. The SRS submitted by the SP shall be approved by the committee. In case, committee suggests to modify SRS to address nonconformity issues with regards the explicit requirements stated in the IT Action Plan / scope contained in Tender Documents / URS, the concerned SP shall incorporate required modifications without any additional charges. The modified SRS document has to be resubmitted for the approval of the Committee.

Once the SRS is approved, the organization shall make the first payment as per the guideline given in CHAPTER-9. On approval of SRS, the SP shall go ahead with preparation of **System Design Document (SDD)** in the format as outlined in **CHAPTER-7**, which then becomes the basic guide map for the organization and is used for periodic review of the assigned IT project.

- **8.** On approval of SRS, procedure to procure necessary system software and hardware shall be set into motion by the Govt. organization so that on completion of SDD the IT Hardware and Software set up gets ready. This will also include preparation of site/s (e.g. furniture, fixture, electrification, networking, etc) in a time bound manner.
- **9.** The software as developed by the SP, shall be submitted along with test plans and test cases for Integrated Testing, User Acceptance Testing, and System & Performance Testing. The SP should populate the database for testing purposes, to enable proper and complete testing. At the time of delivery, however, the SP may reinitialize the database.
- 10. Full & Comprehensive Intellectual Property Rights (IPR) or Copyright of all the application software developed/customized by all the SP's shall vest with Gujarat Informatics Ltd. (GIL), Block-1, Udyog Bhavan, Sector-11, Gandhinagar.

GIL will be the nodal agency to keep all the IPR / Copyright that are developed for the Govt. offices and shall take care of all the IPRs / Copyrights so as to get maximum benefits of having IPR / Copyright and to achieve control and to get momentum for development. The use of all the developed software applications at any place other than the one for which such application/software were developed will be done with prior approval of GIL.

11. The SP shall provide performance security for the software developed for a period of 3 years from the date of acceptance of the complete software. Bug 'fixes' shall be provided till the time the software is in use. The amount of such performance security will be in the form as mentioned in GCC Clause-8 in Tender Document, valid for a period of 3 years, and shall be provided to the Govt. organization within 30 days from the date of 'Award of Contract'.

Changes necessitated in the Application Software due to bug fixes, patches/ enhancements (in the System Software but excluding version upgrades) or to bridge gaps between the approved URS / SRS (including amendments thereto) and the application, shall be provided by the SP without any additional cost.

D. Common Applications

To avoid repetition of development work, to save time and money and to facilitate easy operation, certain application modules, which are generic to all the organizations of the Government, need not be developed individually by various Govt. organizations. These modules have been standardized by GIL and will be available to all the departments / HoDs on charge basis from GIL. These may also be used by other Govt. organization after evaluation and customization as necessary.

An indicative list of Common Applications is given below:

- **1.** Registry
- 2. GR Book
- 3. Form Book
- **4.** Pay & Accounts
- 5. Employee Information System
- 6. File Movement & Tracking
- **7.** Enquiries
- **8.** LAQ (Legislative Assembly Questions)
- 9. Pension
- 10. Court Cases
- 11. Tumar Monitoring

- 12. Worksheet Monitoring
- **13.** Budget Formulation.
- 14. Annual Planning
- 15. MLA, MP Reference / Do Letters
- **16.** Land Acquisition
- **17.** Stores & Inventory
- **18.** Database of Human Resources and Physical Infrastructure
- 19. GIS based Depiction of Human Resources and Physical Infrastructure
- 20. Record Room

The above list will be periodically updated by GIL and published on its website for reference.

E. Responsibilities of the Govt. organization:

- 1. The Govt. organization shall keep the inventory of software and hardware in proper manner.
- **2.** The organization shall prepare a Telephone Directory of all its offices (including its subordinate offices at District & Taluka levels).
- 3. The Govt. organization will nominate a CIO for the entire program of computerization. At the field level, the HoD shall also nominate a project coordinator. The SP shall nominate a Project Manager, who will in turn, be a single point contact and will represent his organization for the purpose of reports, billing and any other correspondence during the course of contract. The SP shall also nominate an alternate person to the Project Manager. The alternate person so nominated shall be equally responsible as the Project Manager for execution of the project. The Govt. organization's CEO/CIO shall represent the Department/ HoD/Office for the purpose of receipt of documents/bills/invoices/challans and for certification as and when required. The organization shall also provide to the SP, the name of one person with equivalent capabilities to work when the CIO is not available.
- 4. The coordinator nominated by the Service Provider shall monitor the project periodically and shall submit the project reports in the form as may be prescribed to the organization from time to time. In order to have the periodic review of progress of the project, SP shall have to make the presentation in addition to the project report submitted by them to organization.

5. The Govt. organization should follow the model activity / flow chart shown in **CHAPTER-3**.

Whenever there is likelihood of a project not being completed in the time frame proposed by the Govt. organization and approved by the Committee while approving the SRS, a proposal for extension of time limit with no implications on the project cost whatsoever with due justification shall be submitted to the organization/Committee for prior approval within 50% of the stipulated time of the project (i.e. for a project for which a time frame of 1 year has been approved, the SP would be required to submit proposal for extension within first 6 months or for a project where a time frame of 2 years is approved the SP would be required to submit a proposal within the first 12 months).

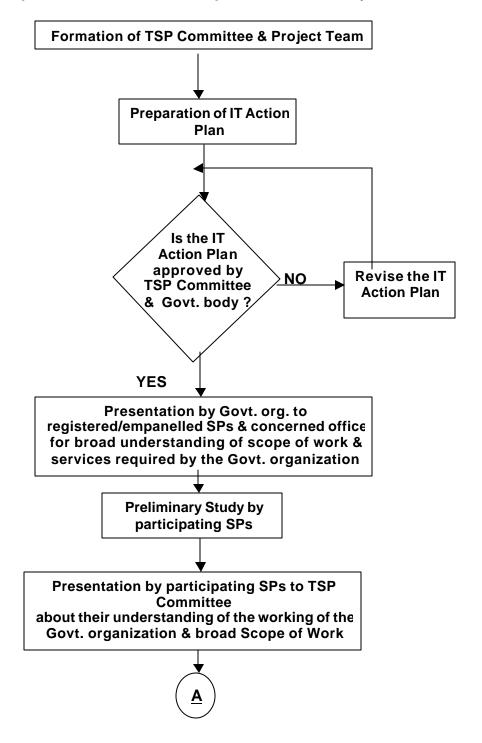
E. Budget:

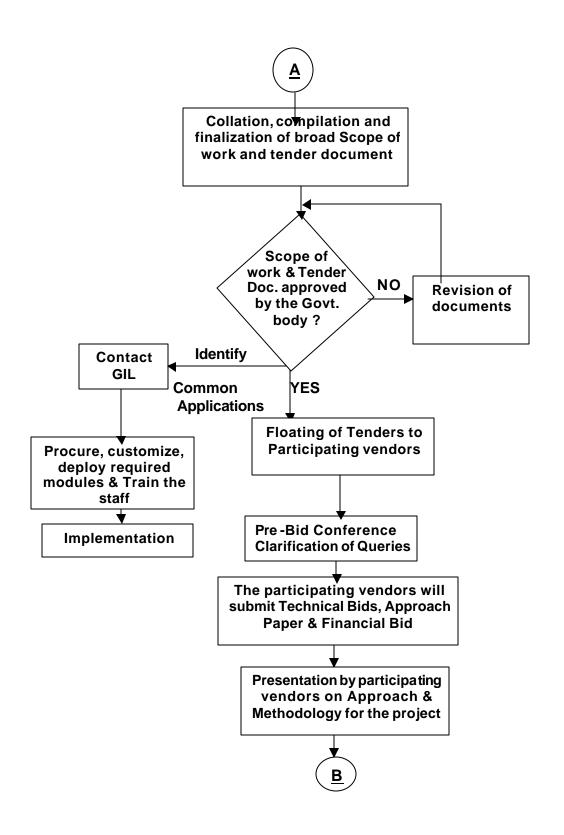
The Govt. organization should have budget provision for availing IT related services as per the provisions of the IT policy GR dated 10.10.98. The organization/concerned department will also obtain the approval of the F.A./F.D. as per the prevalent rules and regulations before placement of order for availing IT related services

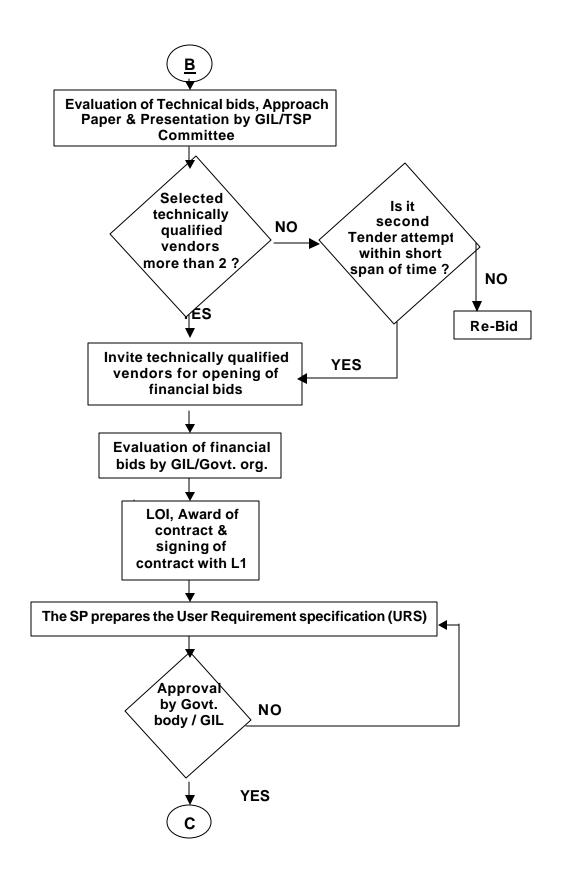
F. Feedback:

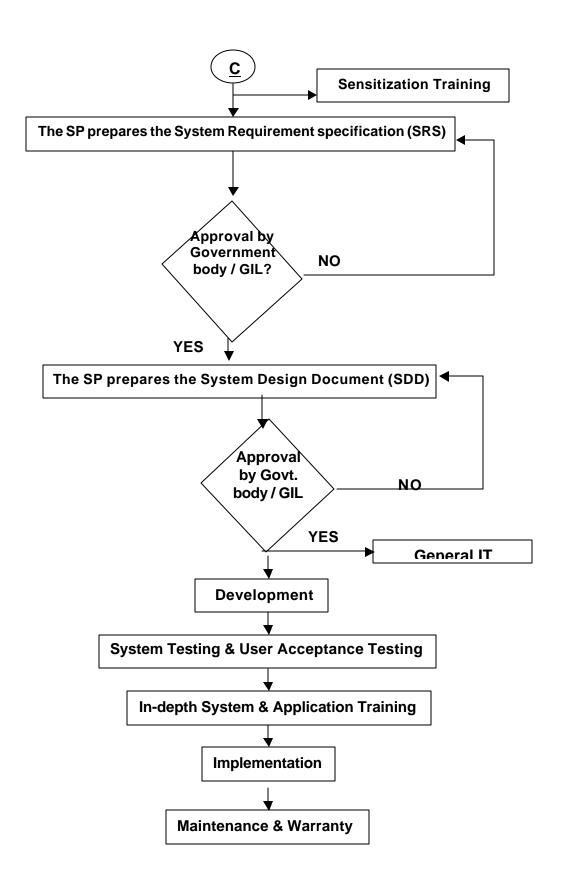
Secretaries of the concerned departments and Head of department shall keep Secretary (DST) / MD (GIL) informed about performance of the agency they are dealing with.

<u>CHAPTER-3</u>: Flow Chart for Computerization of <u>Department/HOD/Board/Corporation/Local body</u>









CHAPTER-4: IT Action Plan

Govt. organizations shall study their existing hardware-software and the applications currently running on computers. The concerned Govt. organization may either prepare the IT action plan itself or with assistance from GIL.

IT action plan shall be prepared in the format given by the Govt. organizations in consultation with the Chief Information Officer (CIO). Sample format is given below. This IT action plan has to be approved by the concerned Secretary, in consultation with Secretary (DST).

All efforts should be made to ensure completion of the TSP projects within 6 months-1 year of initiation of the project. Towards this the Govt. organization must fix some timeframe, for themselves, for various administrative clearances of the project deliverables. Suggested timeframe for departmental/organizational clearance is between 3-15 days for each of the deliverables.

The IT Action Plan will have a separate Chapter on inter / intra organizational flow of information which clearly defines the information / data / reports received from and sent to other Govt. organizations (vertically/horizontally).

The stress should be to enable the organizations to do more with less. TSP should not mean mere computerization but adoption of IT to facilitate rationalization of available resources, increased efficiency and effectiveness of services and increased transparency, accountability, coordination, cohesiveness within the Govt. organization.

FORMAT OF IT ACTION PLAN

- 1. Introduction & Business Functions of the Government Department/HOD/Board/Corporation/Local body
- 2. Name & Designation of employee of concerned Department/HOD/Board/Corporation/Local Urban & Rural body with whom the interaction was done.
- 3. Organization Chart

5.

- 4. Branch wise activity and functions of concerned offices, which needs to be computerized.
- 6. Prioritized list of functions/applications that would have major / immediate / critical impact on improving and enlarging the Government to Citizens (G2C) and Government to Business (G2B) services.

- 7. Identify Departments/Boards/Office personnel that would form the Project Team **(CHAPTER-1)** for projects identified at para-5 above.
- 8. Existing IT Infrastructure
 - a. S/W
 - i. Customized / General Application S/W
 - ii. License S/W (System/Packages/COTS)
 - iii. Databases
 - b. H/W
 - i. Network Diagram
 - ii. Computers / Servers
 - iii. Other H/W (Printer, UPS, Scanner, etc...)
 - c. Training status
- 9. Proposed Approach for Computerization
 - a. Integrated IT Solution
 - b. Common Modules
 - c. Department Specific Application & specialized services like GIS, Data entry, Website etc.
 - d. Supporting Hardware & Network Infrastructure
 - e. Short term IT requirement with approximate cost.
 - f. Long term IT requirement with approximate cost.
 - g. Identify & list citizen centric applications.
 - h. Identify & list applications, which facilitate sharing of information across the Govt. bodies.
 - i. Training requirements.
- 10. TSP process
 - a. Issues to be considered
 - b. Process to be followed for computerization
 - c. H/W procurement
- 11. Time Frame
 - a. TSP process
 - b. H/W procurement
- 12. Prepare the Telephone Directory of all the offices and officers (also considering District/ Taluka level Offices).
- 13. IT Budget provision
 - i. Current Financial year
 - ii. Next Financial year
- 14. Overall Cost Estimation
 - i. Short Term IT requirement
 - ii. Long Term IT requirement

N.B: These estimates are based on broad overview of the required system. The actual cost may vary considerably once the scope of work is clearly defined and approved.

N.B.

- Take functions and responsibilities of the department/HOD /Board/ Corporation/Local body into consideration while preparing the above details.
- Please prepare the IT Action Plan based on standardized manual & proposed automatic system.
- Briefly identify the requirement of process changes in the Department /HOD /Board/ Corporation/Local body for optimum while le veraging of the IT.

CHAPTER-5: Format of User Requirement Specifications (URS)

1. Introduction

- 1.1 Purpose of URS
- 1.2 Introduction & Business functions of department/HOD /Board/Corporation/local body
- 1.3 organization Chart
- 1.4 Abbreviations used

2. Existing IT Infrastructure

- 2.1 Hardware Servers, PCs, Printers etc.
- 2.2 System Software
- 2.3 Application Software

Technology/Tools used

Database Used

User's opinion about the existing Software

Vendor's suggestions

3. Fact Findings

For each visited Branch/Office:

- 3.1 Name of the Branch/Office
- 3.2 Person (s) Contacted Name, Designation and Contact Phone Number
- 3.3 Functions/Activities of the Branch/Office
- 3.4 Requirements stated by the user
- 3.5 Functions/ activities which specifically provide service to the citizens
- 3.6 Functions/activities, which provide information/ service/, interface to other Department/HOD/Board/Corporation/Local body.
- 3.7 Common modules applicable

4. Proposed Solution

- 4.1 Scope & problem statement
- 4.2 External interface
- 4.3 Performance issues
- 4.4 Design constraints
- 4.5 Prioritization
- 4.6 Benefits of solution
- 4.7 Out of scope
- 4.8 Vendors suggestion's

5. Derived Modules

For each Module

- 5.1 Name of the Module
- 5.2 Functionality of the Module
- 5.3 Name of Branch/Office that is going to use the module

6. Conclusion

CHAPTER-6: Format of System Requirement Specifications (SRS)

1. Introduction

- 1.1 Purpose of SRS
- 1.2 Methodology used
- 1.3 Terms of Reference
- 1.4 Structure of this document
- 1.5 Definitions and acronyms
- 1.6 Key persons involved

List of persons with designation and Offices, from the clients end, involved in the development of Software

1.7 Important Dates

Dates of Delivery, phase deliveries, tests, etc

2. Overview of Requirements (for each system)

- 2.1 Technical Rationale
 - 2.1.1 Problems
 - Description of the manual process
 - 2.1.2 Current Practice
 - Flow diagram of the Manual System
 - Description of work to be undertaken at each stage
 - Business Logic involved
 - 2.1.3 Proposed Solution Overview
 - Description of the proposed solution
 - Detailed explanation of the whole process and the module
 - Degree of automization achieved by this module
 - Explain if BPR required
 - Dependency with other modules
 - Designation of person using this module
 - Proposed process flow diagram
 - Input and Output Specification
- 2.2 Business Rationale
- 2.3 Integration of the existing modules with new suggested system.
- 2.4 List all the proposed modules covering following points
 - Priority of development
 - Dependency of the module on other module
- 2.5 Proposed Hardware, Software and Network Specification
 - Network Diagram of the proposed system including suggested nodes, dependent clients, servers, printers etc. Also specify where GSWAN connectivity is applicable and where dial up or Lease Line required.
 - Hardware specification for clients and Servers
 - System Software requirement on Servers and Clients
 - Proposed Database to be used, with reasons why that database would be preferred.
 - Front end Tools

3. General Requirements

- 3.1 Audit Trails
- 3.2 Implementation
- 3.3 Mention, if any separate license required for any 3rd party tools used in the application
- 3.4 Maintenance plan
- 3.5 Training

CHAPTER-7: Format of Software Design Document (SDD)

- 1. Purpose of the Document
- 2. Definition and Acronyms
- 3. Design Overview
 - 3.1. System Overview
 - 3.2. Human Interface
 - 3.3. Major Design Constraints and Limitations
- 4. Security
 - 4.1. Security Procedures
- 5. Levels of Security incorporated in the System
 - 5.1.OS level security
 - 5.2. Database level security
 - 5.3. Application level security
- 6. Detailed System Design
 - 6.1. System Architecture
 - 6.2. Process Flow
 - 6.3. Create Update Matrix
 - 6.4. Database Design
 - 6.5. Data Flow Diagram
 - 6.6. Entity Relationship Diagram
 - 6.7. List of Error Codes
- 7. Annexures
 - 7.1. Departmental Hierarchy
 - 7.2. List of Persons Interviewed
 - 7.3. Code Description

CHAPTER-8: Role of Gujarat Informatics Ltd. (GIL)

Gujarat Informatics Ltd. (GIL) will act as the nodal agency and consultant for all TSP (including Govt.) initiatives of various GoG Departments / HODs / Boards / Corporations / Companies/ Local Urban & Rural Bodies. It will be mandatory for all GoG Departments / HODs / Boards / Corporations/ Companies / Local Urban & Rural Bodies to follow the provisions of this Handbook and to consult GIL on their IT initiatives. This is also applicable to projects / development work entrusted to NIC on charge basis or free of cost. This is essential to ensure that only standardized solutions & applications, that can be easily integrated with existing / proposed applications across the government machinery, are developed and implemented. GIL will provide consultancy based on 3 models as outlined in following paragraphs.

GIL's Consultancy roles and charges

A. Total / End-to-End consultancy

Under this role, GIL shall provide following services to assist the Govt. organization throughout the entire life cycle of various IT projects. GIL shall charge **7% of the order value** for the same. This payment shall be released in 7 phases, 1% at the end of each phase, as highlighted below:

- ✓ Assisting the department / office in preparing a clearly defined 'Scope of Work' to be given to TSP vendors
- ✓ Guiding department / office in identifying existing applications that can be integrated with the new system. This would help in reducing the costs.
- ✓ Assisting the department / office in preparation of tender documents including contractual documents
- ✓ Working closely with the department / office and the vendor in identifying areas requiring Business Process Reengineering, necessitated due to computerization.
- ✓ Evaluation of Prefeasibility Report
 - ➤ Release of 2% payment to GIL
- ✓ Evaluation of User Requirement Specification
 - Release of 1% payment to GIL

- ✓ GIL shall act as an interface between department/office and the TSP vendor for helping in mapping the user requirement transformation into the software requirements
- ✓ Evaluation of System Requirement Specification

> Release of 1% payment to GIL

- ✓ Working closely with the department / office and the vendor in identifying existing databases to be ported onto the newly developed system
- ✓ Evaluation of Software Design Document

Release of 1% payment to GIL

- ✓ Assisting department / office in identifying the software life cycle
 processes to be adopted for the project.
- ✓ Ensuring that the vendor provides a robust, scalable and secure solution.
- ✓ Assisting the department / office in understanding IT issues and keep the department / office updated with relevant technologies advancement in computer based systems
- ✓ Assisting the department / office during joint reviews at important milestones of various phases of project execution
- ✓ Assisting the department / office in assessing and ensuring that the integrated information system plan is progressing as per schedule
- ✓ Ensuring that the TSP vendor is providing services diligently and as per the terms of agreement / contract and this Handbook.
- ✓ Evaluation and testing of application software developed by the Service Provider

> Release of 1% payment to GIL

✓ GIL in close co-ordination with the department / office shall monitor the effective and successful implementation of the project

➤ Release of 1% payment to GIL

- ✓ Assisting the department / office in identifying ways to maximize the benefits reaching the end users and other stakeholders
- ✓ Any other consultancy / assistance at additionally agreed terms.

B. Consultancy for Overall Standardization

In case the GoG organization has in-house expertise & manpower to carry out the activities as listed in the service areas mentioned in consultancy **model-A** above, the organization may not appoint GIL as end-to-end consultant. However, the organization must entrust to GIL the Standardization consultancy role for ensuring that only standardized solutions & applications, that can be easily interfaced/integrated with existing / proposed applications across the entire government machinery, are developed and implemented. Here, GIL would broadly define and ensure implementation of System standards, Application standards & Database standards. GIL shall also guide the Govt organization on the choice of platforms and technology. GIL's charges for the same shall be **1% of the order value,** which shall be released by the Govt. organization on completion/logical conclusion/shelving of the project.

This service is essential to ensure that widely disparate solutions that lack minimum interoperability solutions that, are not developed and implemented. Conflicting heterogeneous environment would obstruct smooth flow of data within the Govt. machinery and also create administration bottlenecks in the GSWAN. Govt. organizations shall also be benefited as the solutions/applications developed shall integrate easily with other IT solutions (existing as well as future) across the entire GoG machinery.

This consultancy role is vital to the general IT efforts across the government machinery and hence all organizations/corporations must immediately appoint GIL as their Standardization Consultant even for ongoing projects that have not crossed the System/Software Design phase.

C. Need based consultancy

In case GIL is not appointed as end-to-end consultant, the Govt organization may seek GIL's assistance/advice on need basis during various phases of development/deployment of their IT solutions. Here, GIL's charges shall be as per man-month rates of GIL, as prescribed by Board of Directors of GIL. This

would be in addition to the overall Standardization Consultancy role enumerated in consultancy **model-B** above.

<u>Note</u>: Wherever, the project costs are not clearly definable GIL may charge at the man-month rate duly prescribed by its Board of Directors and agreed to by the indenting Govt. organization.

CHAPTER-9: Mode of Payment

The Govt. organization shall follow the payment schedule given below.

Payment Schedule for **Service A**:

A. IT CONSULTANTS

A1. Technology Consultants

- o 15% → On acceptance of System Requirement Specification and System Design Document delivered by the IITS Service Provider.
- 35% → Successful installation of software on user's platform and generation of test reports as well as submission of systems manual and user's manual in three sets, by the IITS Service Provider
- 25% → Successful completion of system testing and generation of performance reports by the IITS SP.
- 25% → On successful completion of two months' implementation report by the IITS Service Provider

A2. Project Consultants

- 20% → Acceptance of Preliminary Assessment and Proposal including the statement of work
- o 20% → Acceptance of pre-feasibility Report
- o 30% → Acceptance of Final Project Report
- 30% → Logical conclusion (including shelving) of the project. In case of shelving of the project, no payment may be released to the SP. The decision of the HoD would be final and binding on all parties.

A3. Security Consultants

- 20% → Acceptance of Preliminary Assessment and Proposal including the statement of work
- o 20% → Acceptance of pre-feasibility Report

- 30 % → Successful execution of the solution by the Consultant as well as the IITS Service Provider.
- ⊙ 30% → Finalization of UAT and logical conclusion of the project.

Payment Schedule for **Service B**:

B. TURNKEY SOLUTION IMPLEMENTERS

- o 15% → On acceptance of System Requirement Specification and System Design Document (SRS and SDD).
- ⊙ 35% → On installation and successful testing of software hardware platforms and networking infrastructure
- o 15% → On successful completion of integrated testing and installation of application software at pilot locations. UAT will also need to be completed.
- 20% → On completion of users' training, implementation of software at all locations with successful completion of first parallel run. Comprehensive system testing would also need to be completed satisfactorily.
- o 15% → On successful completion of 3 months of implementation at all locations.

Payment Schedule for Services C, D, E:

C. INTEGRATED IT SOLUTION (LEVEL-1 & 2)

D. E-COMMERCE

E. GIS

- 25% → On acceptance of System Requirement Specification and System Design Document (SRS and SDD).
- 25% → Successful Installation of Software on user's platform and generation of test reports as well as submission of systems manual and user's manual(operational manual) in three sets.
- ⊙ 30% → On completion of user's training and Implementation of software with successful completion of first parallel run.
- o 20% → On successful completion of two months' implementation report.

- > Payment Schedule for Services H, I1, I2, J, K:
- H. DOCUMENT IMAGING SERVICES
- 11. DATA COLLECTION, COMPILATION AND CONVERSION
- I2. DATA ENTRY
- J. DATA BASE QUALITY ASSURANCE
- K. OUTSOURCING INCLUDING ACTUAL RUNNING OF SYSTEM

| % Completion of project | Payment |
|-------------------------|--------------------|
| 25 | 20 % of total cost |
| 50 | 20% of total cost |
| 75 | 20 % of total cost |
| 100 | 40% of total cost |

The final 40% amount will be paid only after logical end of the project and / or actual implementation. The committee shall certify actual implementation.

CHAPTER-10: Service Definitions

AJT CONSULTANTS

A1. Technology Consultants

Government organizations may engage consultants to ensure best usage of selected technology:

- To propose appropriate technological architecture and standards to be adopted in computerization projects to ensure interoperability within the organization and within the entire Govt. machinery.
- 2. To ensure that the selected technology is used optimally in all TIS and IITS projects of respective Govt. organizations.
- 3. To ensure that the IT systems are scalable, robust and secure and these are fine tuned to give the best performance.
- 4. To ensure that the best practices, as applicable to the selected technology, are adopted during all stages of the software development life cycle.

To enable achieving of the objectives, efforts would be made to engage only principal technology vendors / very large consultants / system integrators of international repute. These may include, among others:

- 1) Microsoft Corporation
- 2) Oracle Corporation
- 3) Rational Inc.
- 4) Red Hat (Linux)
- 5) M/s. IBM Global Services Ltd. etc.
- 6) M/s. Computer Associates
- 7) M/s. Sun Microsystems

A2. Project Consultants

Project management of various projects, planning all logistics of projects such as project schedules, deadlines, employee management, work allotment, resource planning, acquisition and allotment, relating the management vision to the developers and users, liasoning with various users, constituent teams, vendors, other government

departments, technology tracking etc. Mandatory deliverables are as follows:

- Preliminary Assessment Report including the statement of work
- 2. Prefeasibility Study & Report
- 3. Feasibility Study & Report
- 4. Detailed Project Report

Some of the Project Consultants could be:

- 1) PriceWaterHouse Coopers
- 2) Tata Consultancy Services

A3. Security Consultants

- 1. Laying down local security policy, security standards and best practices
- 2. Security architecture and design for the system security
- Vulnerability assessment and audit during the entire life cycle of the project
- 4. Maintaining close liaison with other service providers whose work could impact the security issues

Note (Applicable to A1, A2, A3): To avoid conflict of interest, the consultants or their group companies cannot participate in the respective projects under other service categories and vice versa.

B. TURNKEY SOLUTIONS (TS)

Wherein the total IT Project Cost is estimated to be in excess of Rs. 2 crore (estimated cost of Integrated IT Solution + specialized IT services C to M + Hardware + Networking components) or for projects that involve statewide computerization, the Government organization may, on the recommendation of the TSP committee, go in for Turnkey Solution. Under Turnkey Solution approach, one single Service Provider shall provide all the required services, including those listed from categories C-M, to the organization/corporation.

However, it needs to be appreciated that, while Turnkey Solutions have distinct advantages they are also financially more expensive than obtaining individual services from specialized vendors. Hence, GIL's opinion would invariably be taken in all such cases before adopting a Turnkey approach.

Note: For Turnkey Solutions involving network connectivity across distant offices etc., WAN connectivity could also be included as a part of the project scope for the Turnkey Solution Implementation (TSI), after obtaining approval of Department of Science & Technology.

TS Implementation (TSI) Projects, in general, shall include the following:

- ✓ An end-to-end approach would be adopted for this service. It would also cover Business Process Reengineering (necessitated due to computerization), entire SDLC, networking design, hardware procurement and installation, training implementation, maintenance of software etc.
- ✓ Ultimate deliverable will cover tangible and intangible benefits and ensure quantifiable improvements and enhancements in service levels, rather than being limited to mere computerization of the manual processes and providing training
- ✓ All software modules shall be accompanied with detailed documentation along with source codes. Documentation shall be self sufficient for a new user / administrator to operate / administer / maintain the system without external assistance
- ✓ Integration of proposed Turnkey Solution with IT Solutions/Applications existing in the Govt. organization.

B1. Turnkey Solution Implementers (Level 1)

Will comprise of Service Providers who are duly qualified to provide turnkey IT solutions costing more than Rs 10 crores. The SP's must have appropriate QMS certification (CMM Level 5, ISO etc.) and turnover.

B2. Turnkey Solution Implementers (Level 2)

Will comprise of Service Providers who are duly qualified to provide turnkey IT solutions costing more then Rs 2 crores. The SP's must have appropriate QMS certification (CMM Level 5, ISO etc.) and turnover.

C. Integrated IT Solution (IITS) Service

(Including Information Strategy Planning, full SDLC, Website/Portal Development/Maintenance & Multimedia solutions)

IITS Service for the complete computerization project of organization/corporation will include:

- a. Initial study (including URS & SRS)
- **b.** Reengineering Requirement Study

Scope of Process Reengineering will include only the work necessitated by the introduction of IT services.

- c. Software & System Design Documents (SDD)
- d. Software Development
- e. Testing
- f. Installation and testing
- g. Implementation
- h. Documentation
- i. Deployment at various sites
- j. Parallel runs
- k. Training
- m. Warranty and maintenance of software

TSP Provider shall also carry out the integration of proposed IITS with the IT solutions existing in the Govt. organizations.

C1. IITS Service (Level 1)

Will comprise of Service Providers duly qualified for executing TSP projects costing above 25 lakhs (including training & implementation). The SP's must have appropriate CMM Level 3 or ISO certification and turnover.

C2. IITS Service (Level 2)

Will comprise of Service Providers duly qualified for executing TSP projects

D. E-COMMERCE

E- commerce related services for Govt. organizations/corporations such as web enabled tendering system and value added payment services.

E. GIS

This will basically entail the mapping of physical infrastructure parameters as well as human infrastructure data related to any sector spatially on a map using GIS techniques

Some examples include:

- Departmental GIS applications like statewide road maps for R&B department, etc.
- 2. Precise positioning of land holdings for the department of land records
- 3. Precise positioning of property holdings for department of registration
- 4. GIS as a general purpose front-end for virtually all e- governance Applications
- 5. Application of GIS in disaster management

F. APPLICATION SERVICE PROVIDERS (including BOT/BOLT services)

Various IT Solutions based on BOT (Build Operate Transfer) model, Revenue Sharing Model etc. in the areas like Banking, Digital Signatures, PKI, Payment Gateways etc.

G. SOFTWARE - SYSTEM/APPLICATIONS/PRODUCTS/PACKAGED

This includes two broad categories of software.

1). **System Software and generic products**: This would include all off-the-shelf generic software required by Government departments (Like Operating System Software, RDBMS, Office Automation Software, antivirus software, multi-lingual software etc.).

GIL would act as a Central Purchase Organization and may enter into Rate Contract / MoUs with the principal vendors or their authorized dealers/business partners having their head office in Gujarat. For entering into Rate Contract, GIL will obtain a list of authorized business partners/resellers having their Head Offices in Gujarat. This list will be obtained directly from the principal vendor (OEM). Quotations will be invited from the listed business partners/resellers and Rate Contract awarded to lowest vendors (L1). GIL may also become authorized reseller/dealer for the products to provide best-cost benefits to Govt. organizations.

2). Application Software: This covers such specialized / packaged /productized software developed and deployed in other States that can be replicated/implemented in GoG to cut the timelines and costs. The software should be successfully running at least at two independent locations, to be considered for procurement under this category. The software may be customized to meet specific organizational requirements. However, procurement under this service should be done judiciously as the vendors would not be in a position to give full or exclusive IPR / Copyrights. Direct cost comparison between COTS and 'software developed for specific customer (inclusive of full IPR)' is not possible. Needless to say, lower cost and shorter time to implement should be established beyond reasonable doubt by the TSP Committee for acceptance of proposals under this category. Financial Advisor and Technical Advisor in the committee would play an important role in decisions of this nature and judiciously weigh their opinion against the backdrop of operational urgency. Terms of exercise of the IPR/Copyrights (partial) and other related rights / responsibilities would be clearly spelt out in the contract or other documents.

H. DOCUMENT IMAGING

Scanning and archiving of existing documents by individual department for converting the documents in electronic form for efficient tracking and retrieval of document and optimal space management.

11. DATA COLLECTION, COMPILATION AND CONVERSION

I2. DATA ENTRY

Data collection, compilation, conversion and data entry for individual departments for their end use.

J. DATA BASE QUALITY ASSURANCE

For quality assurance of databases created for the departmental use, for facilitating data warehousing applications.

K. OUTSOURCING INCLUDING ACTUAL RUNNING OF SYSTEM AND IT ENABLED SERVICES (ITES)

1. Outsourcing of particular part of said project including the implementation, actual running or maintenance of the IT systems (excluding hardware).

- 2. Outsourcing of any non-core IT Enabled Service/Function. This would include CRM/Help Desk related services.
- 3. Save the department from the drudgery of coordination amongst various agencies.
- 4. Avoid any capital investments
- 5. Eliminate obsolescence
- 6. No liability of staff
- 7. Efficient and prompt service ensured.
- 8. Necessary safeguards for Govt information and equipment would be put in place while obtaining services under this category.

L. ANY OTHER IT SERVICE NOT EXPLICITLY COVERED ELSEWHERE

This category has been included in view of the rapidly changing IT environment. Services under this category may be obtained by resorting to:

- i. Services less than Rs. 5000/- may be obtained through single tender system.
- ii. Services less than Rs. 50,000/- may be obtained through limited tender system. The vendors for inviting quotations will be selected from yellow page directories and other known sources of such information including the Web. Minimum of 7 vendors would be invited and at least 3 valid quotations must be received for processing. The work will be awarded to the lowest qualified vendor. Re-tendering will be resorted to if insufficient no. of quotations are received. The work may be awarded to the lowest valid tender irrespective of the no. of quotations received during re-tendering.
- iii. Services costing more than Rs. 50,000/- may be obtained through open tender system by publishing small notice in newspapers and providing detailed information on the website. Minimum 5 valid quotations should be received and the work will be awarded to the lowest qualified vendor. Re-tendering will be resorted to if insufficient no. of quotations are received. The work may be awarded to the lowest valid tender irrespective of the no. of quotations received during re-tendering.

Note: Payment schedule for Service-L will be as laid down by the TSP committee.

M. SERVICES FROM OTHER CENTRAL/STATE GOVT BODIES (WHOLLY OWNED/FUNDED).

The services when available free of cost, may be obtained based on the recommendation of the TSP Committee. However the Service Provider must agree to abide by all the technical and standardization clauses and IPR guidelines contained in this Handbook. They must share information with GIL and the indenting organization to enable GIL to play its Standardization role effectively.

However all services/products on a charge basis should follow the normal procedure defined in this Handbook and be evaluated and awarded on the basis off technical qualification and lowest price bid (L1).

<u>Note-1</u>: The maintenance/modification work for the solution/service obtained from the Service Providers (SP) of the above service categories may be given to the same original SP (single tender) or another SP (through normal TSP route) as decided by TSP committee.

Note-2: Multi National Companies in IT Industry participating in corresponding solution / service area for GoG projects may be allowed to follow their own standards for QMS in place of ISO/CMM standards, as decided by the TSP committee.

| CHAPTER-11: Tender Document |
|-----------------------------|
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| |
| TENDER DOCUMENT |
| FOR |
| COMPUTERISATION OF |
| (DEPARTMENT / OFFICE) |
| |
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| |
| |
| |
| |

TENDER DOCUMENT FOR PROVIDING IT SOLUTIONS TO THE (DEPARTMENT / OFFICE)

The **DEPARTMENT / OFFICE – IT Solution** will include following Information Technology related applications / interfaces as required.

- A. IT Consultants
 - A1. Technology Consultants
 - A2. Project Consultants
 - A3. Security Consultants
- B. Turnkey Solution Implementers (Level 1 & 2)
- C. Total Solution Providers (Level 1& 2)
- D. E-Commerce
- E. GIS
- F. Application Service Providers
- G. Software System/Applications/Products/Packaged
- H. Document Imaging
- I. Data Collection, Compilation and Conversion
 - Data Entry
- J. Database Quality Assurance
- K. Outsourcing including Actual Running of the System
- L. Any Other IT Service Not Explicitly Covered Elsewhere
- M. Services from other central/state Govt. bodies (wholly owned/ funded)

DOCUMENT AND PROCESSING FEES: Rs.

GUJARAT INFORMATICS LTD. GANDHINAGAR.

| Tender No.: | | | | | | | |
|--------------------------------------|--------------|--------|--|--|--|--|--|
| Name of the Department/organization: | | | | | | | |
| Name and designation of receive | er: | | | | | | |
| Address: | | | | | | | |
| Telephone: | | | | | | | |
| E-mail address: | | | | | | | |
| Website: | | | | | | | |
| Receipt Number: | Date & Time: | Place: | | | | | |
| Name and designation of issuing | g person: | | | | | | |
| Signature of issuing person: | | | | | | | |

COMPETITIVE BIDDING

FOR

PROVIDING IT RELATED SERVICE

- Date of 1st presentation by the department to define scope of work :
 - Date of clarification of all queries and doubts :

Date:

Time:

Venue:

- Last date and time for submission of Sealed Tenders:
- Time and date of opening of Tenders (Technical Bids):
- Place of opening of Tenders:
- Address for communication:

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SECTION I: INVITATION FOR BIDS (IFB)

SECTION I: INVITATION FOR BIDS (IFB)

- 1. The DEPARTMENT / OFFICE, hereinafter referred to as (Acronym for the name of the dept/ office), invites sealed bids from eligible bidders for availing IT related services listed below in IFB clause 2.
- 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 various IT related applications/interfaces as listed below:
 - A. IT Consultants
 - A1. Technology Consultants
 - A2. Project Consultants
 - A3. Security Consultants
 - B. Turnkey Solution Implementers (Level 1 & 2)
 - C. Total Solution Providers (Level 1& 2)
 - D. E-Commerce
 - E. GIS

I.

- F. Application Service Providers
- G. Software System/Applications/Products/Packaged
- H. Document Imaging
 - I1. Data Collection, Compilation and Conversion
 - **I2.** Data Entry
- J. Database Quality Assurance
- K. Outsourcing including Actual Running of the System
- L. Any Other IT Service Not Explicitly Covered Elsewhere
- M. Services from other central/state Govt. bodies (wholly owned/ funded)
- 3. 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 various service related manpower categories and for various services as listed above.
 - 1. Date of 1st presentation by the department to define scope of work:
 - 2. Date of clarification of all queries and doubts
 - 3. Last date and time for submission of Sealed Tenders
 - 4. Time and date of opening of Tenders (Technical Bids)
 - 5. Place of opening of Tenders
 - 6. Address for communication
- o. Address for communication
- **4.** All bids must be delivered in the following office during the working hours on before the date and time indicated below.

Office:

Address :

Telephone No:

Last date and time for submission of filled bids:

- 5. Technical Bids will be opened in the presence of Bidders' or their representatives who choose to attend on the specified date and time.
- 6. In the event of the date specified for receipt and opening of bid being declared as a holiday for the DEPARTMENT / OFFICE the due date for submission of bids and opening of bids will be the following working day at the appointed times.
- 7. Financial bids of only those bidders who qualify on the basis of evaluation of technical bids will be opened.

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

SECTION II: INSTRUCTIONS TO BIDDERS

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A. INTRODUCTION

1 Sources of Funds

- 1.1 The DEPARTMENT / OFFICE is calling the short listed SP for availing IT solution for main DEPARTMENT / OFFICE at Gandhinagar as well as its offices in all districts of Gujarat, including IT related services as listed in the section I clause 2 of this document.
- 1.2 The Work Order for the required service will be placed on the selected SP by the DEPARTMENT / OFFICE directly and the payment for the services mentioned in the said work order will be made directly by the DEPARTMENT / OFFICE from their own sources of funds as per the financial terms and conditions as laid down SCC clause no 7.1 of this document. Unless otherwise specified in this document, General Administration department and their subsequent amendments will be applicable to this bid.

2 Eligible Bidders

- 2.1 The service provider should have met the eligibility criteria as duly published.
- 2.2 Bidders should not be associated, or have not been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the DEPARTMENT / OFFICE of the Government of Gujarat to provide consulting services for the preparation of the design, specifications, and other documents to be used for the service provision under this Invitation of Bids.
- 2.3 Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the DEPARTMENT / OFFICE in accordance with the Clause 32.and blacklisted by any of the departments of the Government of Gujarat.

3 Eligible Goods and Services

- 3.1 All goods and ancillary services to be provided under the Contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services.
- 3.2 For purpose of this clause, "origin" means the place where the goods are from or from which the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial or major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of goods and services is distinct from the nationality of the Bidder.
- 3.4 Services as mentioned in section I, clause 2 of this document.

4 Cost of Bidding

The Bidder shall bear all the costs associated with the preparation and submission of its bid, and the DEPARTMENT / OFFICE will in no case will be

responsible or liable for these costs, regardless of conduct or outcome of bidding process.

B. THE BIDDING DOCUMENTS

5 Contents of Bidding Documents

- 5.1 The goods required, bidding procedure and contract terms are prescribed in the bidding documents. In addition to the invitation for Bids, the bidding document includes:
 - a) Instructions to Bidders (ITB);
 - b) General Conditions of Contract (GCC);
 - c) Special Conditions of Contract (SCC);
 - d) Bid Form and Price Schedule;
 - e) Contract Form;
 - f) Performance Security Form;
 - g) Manufacturer's Authorization Form;
 - h) Technical Bid (Appendix-A)
 - i) Financial Bid (Appendix-B)
 - j) Scope of Work (Appendix-C)
 - k) Specific Requirements (Appendix-D)
- 5.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents in format or submission of a bid not substantially responsive to the biding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

6 Pre-Bid Conference/Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may seek clarification of his query on the date indicated on second page of this document. The DEPARTMENT / OFFICE will respond to any request for the clarification of any bidding documents, which it receives during the meeting on the date mentioned on the second page of this document.

7 Amendment of Bidding Documents

- 7.1 At any time prior to the deadline for submission of bids, the DEPARTMENT / OFFICE may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bidding documents.
- 7.2 All prospective bidders who have received the bidding documents will be notified of the amendment in writing, and it will be binding on them.
- 7.3 In order to allow prospective bidders reasonable time to consider the amendments while preparing their bids, the DEPARTMENT / OFFICE at its discretion, may extend the deadline for the submission of bids.

C. PREPARATION OF BIDS

8 Language of Bid

8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the DEPARTMENT / OFFICE, 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.

9 Documents Comprising the Bid

- 9.1 The bid prepared by the Bidder shall comprise of the following documents:
 - a) A Technical Bid and a Financial Bid completed in accordance with ITB Clauses 10, 11 and 12;
 - b) Along with the financial bid, the bidder shall also submit Earnest Money Deposit as stipulated in GCC clause 7.
 - c) Along with the technical bid, the bidder shall also submit the certificate of having deposited 'Bid Security' and certificate of having deposited 'Earnest Money Deposit'.
- 9.2 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 DEPARTMENT / OFFICE

10 Bid Form

10.1 The Bidder shall complete the Technical Bid and Financial Bid furnished with this document giving details as per the format and sequence attached at **Appendix A** and **Appendix B** respectively. The bidder shall also complete the bid form as per section VI and submit it with the financial Bid.

11 Bid Prices

- 11.1 The Bidder shall indicate the prices related to service, bidder proposes to offer under the Contract as per Financial Bid.
- 11.2 Following points need to be considered while indicating prices :
 - 11.2.1 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.
 - 11.2.2 the rates of any Indian duties, sales and other taxes which will be payable by the Client on the goods(if any) if this contract is awarded, should be quoted separately;
- 11.3 The Bidder's separation of the price components in accordance with the ITB Clause 11.2 above will be solely for the purpose of facilitating the

- comparison of bids by the DEPARTMENT / OFFICE and will not in any way limit the Client's right to contract on any of the terms offered.
- 11.4 Sharing of responsibility (between the DEPARTMENT / OFFICE and the bidder) of procurement of various types of software shall be as under:
 - 11.4.1 The prices quoted shall be exclusive of the cost of operating system and the licensed software required for actual running of applications developed (i.e systems software ,database management software, development/deployment platforms). Gujarati fonts will be provided by DEPARTMENT / OFFICE.
 - 11.4.2 DEPARTMENT / OFFICE shall procure the necessary licensed software as mentioned above, at the time of implementation.
 - 11.4.3 The service provider shall suggest different options for development and deployment platforms with pros and cons.
 - 11.4.4 DEPARTMENT / OFFICE shall have all the rights to select any of the above options without justifying reasons thereof.
 - 11.4.5 The price quoted shall be inclusive of customized development of software as well as cost of all readymade (commercially available) application software packages, tools etc.(with required number of copies of the licensed version)used/proposed for the purpose (i.e all software other than those specified in Para 11.4.1 above). This shall also include the cost of integration among all the organizations of DEPARTMENT / OFFICE , common modules, Citizen centric applications and other applications in related government bodies.
 - 11.4.6 Bidder is expected to fill the rates/amount for all the organizations under Appendix–B (Financial Bid format). However, in case, the bidder 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 under the organization including all services
 - 11.4.7 Full & Comprehensive Intellectual Property Rights (IPR) / Copyrights of all the application software developed/customized by all the SP's shall vest with Gujarat Informatics Ltd. (GIL), Block-1, Udyog Bhavan, Sector-11, Gandhinagar. GIL will be the nodal agency to keep all the IPR that are developed for the Govt. offices and shall take care of all the IPRs so as to get maximum benefits of having IPR and to achieve control and to get momentum for development. The use of all the developed software applications at any place other than the one for which such application/software were developed will be done with prior approval of GIL.
 - 11.4.8 The SP shall hand over the source code (inclusive of all components in hardcopy and electronic form), complete documentations, relevant electronic throughputs, relevant forms

duly signed, meta data details etc. to the DEPARTMENT/OFFICE before:

- 11.4.8.a Release of last phase of payment due on completion of training and implementation of software for following services, as applicable:
 - B. Turnkey Solution Implementers (Level 1 & 2)
 - C. Total Solution Providers (Level 1 & 2)
 - D. E-Commerce
 - E. GIS
- 11.4.8.b Release of final payment or at an appropriate stage as per stipulations made in the terms of agreement/contract for following service:
 F. Application Service Provider
- 11.4.8.c Release of payment for the last phase (i.e. final 40% payment) for following service:
 H. Document Imaging Service

12 Bid Currency

12.1 Prices shall be quoted in Indian Rupees only.

13 Period of Validity of Bids

- 13.1 Bids shall be valid for 180 days after the date of bid opening prescribed by the DEPARTMENT / OFFICE pursuant to ITB Clause 17.and clause 20. A Bid valid for a shorter period shall be rejected by the DEPARTMENT / OFFICE as non-responsive.
- 13.2 In exceptional circumstances, the DEPARTMENT / OFFICE 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. A Bidder granting the request will not be permitted to modify its bid.
- 13.3 Bid evaluation will be based on the bid prices and technical bid without taking into consideration the above corrections.

14 Format and Signing of Bid

14.1 The Bidder have to submit the bid **strictly** as explained below:

The bidder shall prepare two copies of the Bid clearly making each "Original Bid", and "Copy Bid", as appropriate. In the event of any discrepancy between them, the original shall govern.

Please note: The bidder have to submit the Technical Bid for each service in separate envelope and the financial Bid for each service in separate envelope. Technical Bid and Financial Bid must not be in the same envelope and there should not be more than one financial Bid in single envelope.

14.2 The original and the photocopy of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The latter

authorization shall be supported by written power-of-attorney accompanying the bid. The person or persons signing the bid shall initial all pages of the bid, except for un-amended printed literature, failing which bid shall be **rejected**.

- 14.3 Any interlineations, erasures or overwriting shall be valid only if they are signed by the person or persons signing the bid.
- 14.4 Before filling in any of the details asked for; bidders should go through the entire bid document and get the required clarifications form **DEPARTMENT / OFFICE** during the pre-bid conference.

D. SUBMISSION OF BIDS

15 Sealing and Marking of Bids

- 15.1 For every service, the Bidders shall seal the Envelope 1(Technical Bid) and Envelope 2(Financial Bid) as specified in ITB clause 15, and then place these envelopes in an outer envelope/Box.
- 15.2 The inner and outer envelopes shall be addressed to :

| Address of the DEPARTMENT / OFFICE | | | | | | | | |
|------------------------------------|--|--|--|--|--|--|--|---|
| | | | | | | | | • |
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and bear the Invitation for Bids (ITB) title, and a statement "Do not open before the time and date of opening of the bids."

- 15.3 All envelopes shall also indicate the name and address of the Bidder to be returned unopened in case it is declared "late".
- 15.4 If the outer envelop is not sealed and marked as required by ITB Clause 15.2, the DEPARTMENT / OFFICE will assume no responsibility for the Bid's misplacement or premature opening.
- 15.5 Telex, cable, e-mailed or facsimile bids will be rejected.

16 Deadline for Submission of Bids

- 16.1 Bids must be received by the DEPARTMENT / OFFICE at the address specified under ITB Clause 15.2 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 the DEPARTMENT / OFFICE, the bids will be received up to the appointed time on the next working day.
- 16.2 The DEPARTMENT / OFFICE may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with ITB Clause 7, in which case all rights and obligations of the DEPARTMENT / OFFICE and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17 Late Bids

17.1 Any bid received by the DEPARTMENT / OFFICE after the deadline for submission of bids prescribed by the DEPARTMENT / OFFICE office, pursuant to ITB Clause 16, will be rejected and/or returned unopened to the Bidder.

18 Modification and Withdrawal of Bids

- 18.1 The Bidder may modify or withdraw his bid after the submission, provided that written notice of the modification or withdrawal is received by the DEPARTMENT / OFFICE prior to the deadline prescribed for submission of bids.
- 18.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provision with ITB Clause 15. A withdrawal notice may also be sent by fax but followed by the signed confirmation copy, post marked not later than the deadline for submission of bids.
- 18.3 No bid may be modified subsequent to the deadline for submission of bids.
- 18.4 No bid may be withdrawn 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 13.

E. BID OPENING AND EVALUATION OF BIDS

19 Opening of Bids by the DEPARTMENT / OFFICE

19.1 The DEPARTMENT / OFFICE 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:

| Address of the DEPARTMENT / OFFICE | | | | | | | |
|------------------------------------|--|--|--|--|--|--|--|
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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 the DEPARTMENT / OFFICE, the Bid shall be opened at the appointed time and location on the next working day.

19.2 The Bidder's names, bid modifications or withdrawals, bid prices, discounts, and the presence or the absence of requisite bid security, EMD and such other details, as the DEPARTMENT / OFFICE, at its discretion, may consider appropriate, will be announced at the time of

- opening. No Bid shall be rejected at the opening, except for late bids, which shall be returned unopened to the bidders pursuant to ITB Clause 19.
- 19.3 Bids (and modification sent pursuant to ITB Clause 19.2) that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.
- 19.4 Envelope containing 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. Financial bids of technically unqualified bidders shall be returned unopened.

20 Clarification of Bids

20.1 During evaluation of bids, the DEPARTMENT / OFFICE may, at its discretion, ask the Bidder for necessary clarification of its bid. DEPARTMENT / OFFICE 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.

21 Preliminary Examination

- 21.1 The DEPARTMENT / OFFICE 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. Bids from dealers, without proper authorization from the manufacturer as per section IX, shall be treated as non-responsive.
- 21.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. So also, the summation of all rows under a column shall be corrected. Any rounding off in rows, columns or total amount shall be ignored. If the Service provider does not accept the correction of errors, his bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 21.3 The DEPARTMENT / OFFICE may waive any minor formality or non-conformity in a bid that does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

Prior to the detailed evaluation, pursuant to ITB Clause 22, the DEPARTMENT / OFFICE 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 (GCC Clause 8), Warranty (SCC Clause 6), Applicable law (GCC Clause 30) and Taxes and duties (GCC Clause 32) will be deemed as material deviations. The DEPARTMENT / OFFICE determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

- 21.4 If a Bid is not substantially responsive, it will be rejected by the DEPARTMENT / OFFICE and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 21.5 Conditional bids are liable to be **rejected**.

22 Evaluation and comparison of Bids

- 22.1 For technical evaluation and comparison of the bids, which have been determined to be substantially responsive pursuant to ITB clause 21, DEPARTMENT / OFFICE will evaluate the technical bid as per the assessment procedure given in this Handbook.
- 22.2 DEPARTMENT / OFFICE's evaluation of a Bid will exclude and not take into the account any allowance for price adjustment during the period of the execution of the contract, if provided in the bid.
- 22.3 **DEPARTMENT** / **OFFICE**'s evaluation of a bid price and price of incidental services, the following factors, in the manner and to the extent indicated in ITB Clause 22 and in the Technical Specifications:
 - 22.3.1 Cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods to their final destination;
 - 22.3.2 Delivery schedule offered in the bid;
 - 22.3.3 Deviations in payment schedule from that specified in the Special Conditions of Contract.

22.4 Delivery Schedule

The DEPARTMENT / OFFICE require that the service under the Invitation for Bids shall be delivered at the time specified by the DEPARTMENT / OFFICE. The Service provider will have to pay a penalty to the DEPARTMENT / OFFICE in the form mentioned in the GCC Clause No. 23.No credit will be given to earlier deliveries and bids offering delivery beyond 04 weeks of stipulated delivery period will be treated as unresponsive.

22.5 Deviation in Payment Schedule.

The special condition of Contract stipulates the payment schedule offered by the DEPARTMENT / OFFICE.

23 Contacting the DEPARTMENT / OFFICE

23.1 Subject to ITB Clause 20, no Bidder shall contact the DEPARTMENT / OFFICE on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If he wishes to bring additional information to the notice of the DEPARTMENT / OFFICE, he should do so in writing. The DEPARTMENT / OFFICE reserves its right

as to whether such additional information should be considered or otherwise.

24.2 Any effort by a Bidder to influence the **DEPARTMENT / OFFICE** 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.

F. AWARD OF CONTRACT

24 Post-qualification

24.1 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.

25 Award Criteria

- 25.1 Subject to ITB Clause 28 the DEPARTMENT / OFFICE will award the contract to the empanelled SP for the applications / interfaces under consideration as follows:
 - A. IT Consultants
 - A1. Technology Consultants
 - A2. Project Consultants
 - A3. Security Consultants
 - B. Turnkey Solution Implementers (Level 1 & 2)
 - C. Total Solution Providers (Level 1& 2)
 - D. E-Commerce
 - E. GIS
 - F. Application Service Providers
 - G. Software System/Applications/Products/Packaged
 - H. Document Imaging
 - I. Data Collection, Compilation and Conversion
 - **I2.** Data Entry
 - J. Database Quality Assurance
 - K. Outsourcing including Actual Running of the System
 - L. Any Other IT Service Not Explicitly Covered Elsewhere
 - M. Services from other central/state Govt. bodies (wholly owned/funded)
- 25.2 The DEPARTMENT / OFFICE 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.
- 25.3 The DEPARTMENT / OFFICE reserves the right to award the contract in parts to more than one bidder, provided further that the Bidder(s) are determined to be qualified to perform the contract satisfactorily.
- 26. **DEPARTMENT / OFFICE**'s Right to Vary Quantities at Times of Awards

26.1 The DEPARTMENT / OFFICE reserves the right at the time of award of Contract to increase or decrease quantity of work by 25% for the services listed in clause 26.1 (rounded off to the next whole number) without any change in rate fixed for that service or other terms and conditions. However for bought out items/components or third party items, the prevailing market rates at the time of award shall be considered.

27. DEPARTMENT / OFFICE's Right to Accept Any Bid and to Reject Any or All Bids

27.1 The DEPARTMENT / OFFICE 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 the DEPARTMENT / OFFICE' action.

28. Notification of Awards

- 28.1 Prior to the expiration of the period of the bid validity, concerned DEPARTMENT / OFFICE will notify the successful bidder in writing, to be confirmed in writing by registered letter, that his bid has been accepted.
- 28.2 The notification of award will constitute the formation of the Contract.
- 28.3 Upon the successful Bidder's furnishing of performance security pursuant to ITB Clause 30, the DEPARTMENT / OFFICE will promptly notify each unsuccessful Bidder

29. Signing of Contract

- 29.1 At the same time as concerned DEPARTMENT / OFFICE notifies the successful Bidder that its bid has been accepted, the DEPARTMENT / OFFICE will send the bidder the Contract Form provided in Section VII of the bidding documents, incorporating all the agreements between two parties.
- 29.2 Within 15 days of receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to the DEPARTMENT / OFFICE.

30. Performance Security

- 30.1 Within 15 days of the receipt of notification of award from the DEPARTMENT / OFFICE, 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 (Section VIII) or in another form acceptable to the DEPARTMENT / OFFICE.
- 30.2 Failure of the successful Bidder to comply with the requirement of the ITB Clause 29 & 30 or ITB Clause 31 can constitute sufficient grounds for the annulment of the award and forfeiture of the bid security in which event the DEPARTMENT / OFFICE may make the award to the next lowest evaluated bidder or call for new bids.

31. Corrupt or Fraudulent Practices.

- 31.1 The DEPARTMENT / OFFICE 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, the DEPARTMENT / OFFICE defines for the purposes of this provision, the terms set forth as follows:
 - a) "Corrupt practice" means the offering, giving, receiving or soliciting of any thing 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 the DEPARTMENT / OFFICE, 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 DEPARTMENT / OFFICE of the benefits of the free and open competition.
- 31.2 The DEPARTMENT / OFFICE 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 Science & Technology Department/GIL or black listed by any of the Department of Government of Gujarat in competing for the contract in question.
- 32.3 The DEPARTMENT / OFFICE 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 Science & Technology Department /GIL.
- 32.4 Furthermore, Bidders shall be aware of the provision stated in sub clause 5.4 and sub clause 24.1 of the General Conditions of Contract.

32. Interpretation of the clauses in the Tender Document / Contract Document

- 32.1 In case of any ambiguity in the interpretation of any of the clauses in Bid Document or the Contract Document, the DEPARTMENT / OFFICE's interpretation of the clauses shall be final and binding on all parties.
- 32.2 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:

| Address of the DEPARTMENT / OFFICE | | | | | | | |
|------------------------------------|--|--|--|--|--|--|--|
| | | | | | | | |
| | | | | | | | |

The DEPARTMENT / OFFICE 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

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GENERAL CONDITIONS OF CONTRACT

1 Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
 - a) "DEPARTMENT / OFFICE" means the DEPARTMENT / BOARD / CORPORATION / HoD / LOCAL URBAN-RURAL BODY that enters into contract with the service provider to avail the Total IT Solution.
 - b) "The Contract" means the agreement entered into between the DEPARTMENT / OFFICE and the Supplier / 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;
 - c) "The Contract Price" means the price payable to the Service provider under the Contract for the full and proper performance of its contractual obligations;
 - d) "Services" means services listed in section I clause 2 of this document and other obligations of the Supplier / service provider covered under the Contract;
 - e) "GCC means the General Conditions of Contract contained in this section.
 - f) "SCC" means the Special Conditions of Contract.
 - g) "The Client's Country" is the country named in SCC.
 - h) "The SP means service provider" means the individual or firm supplying the and / or Services under this Contract.
 - i) "Day" means a working day.
 - j) "Critical deliverables" means the deliverables listed section V clause
 - k) "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.
 - I) 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

3.2 The origin of Goods and Services is distinct from the nationality of the Supplier / 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 the DEPARTMENT / OFFICE'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 the DEPARTMENT / OFFICE'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 the DEPARTMENT / OFFICE and shall be returned (in all copies) to the DEPARTMENT / OFFICE on completion of the service provider's performance under the Contract if so required by the DEPARTMENT / OFFICE.
- 5.4 The service provider shall permit the DEPARTMENT / OFFICE 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 the DEPARTMENT / OFFICE, if so required by the DEPARTMENT / OFFICE.
- 5.5 The bid and all materials submitted to the DEPARTMENT / OFFICE must be considered confidential and must be submitted in sealed envelope clearly marked as "Confidential"
- 5.6 The Service Provider shall permit DEPARTMENT / OFFICE to inspect the service providers accounts and records relating to performance of the Service Provider with regards to this contract and to have them audited by auditors appointed by the DEPARTMENT / OFFICE, if so required by DEPARTMENT / OFFICE.

6 Patent Rights, Copy Right

6.1 The service provider shall indemnify the DEPARTMENT / OFFICE 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 When the bidder will develop any software for any DEPARTMENT / OFFICE, then the copyright of that software will be with the concerned DEPARTMENT / OFFICE. The bidder cannot sell or use (fully / partly) that software for his other customers without written consent from Government of Gujarat.
- 6.3 While passing on the rights (license) of using any software/software tool, the service provider shall ensure that such rights are inclusive of the use of that software for development in addition to deployment.

7 Earnest Money Deposit (EMD)

- 7.1 Along with the financial bid, the bidder shall furnish Earnest Money Deposit equaling 5% of the project value that it has quoted in the financial bid for the particular project. This should be to make up the difference between Bid Security money and 5% of the project cost for the first project and 5% of the project cost for all subsequent projects.
- 7.2 The EMD is to be deposited as a part of the Financial Bid Envelope and not Technical Bid Envelope. However, a certificate to the effect that relevant amount of EMD is enclosed in the Financial Bid Envelope should be enclosed in the Technical Bid Envelope.
- 7.3 The proceeds of the Earnest Money Deposit shall be payable to the Department/office as compensation for any loss resulting from the bidder's withdrawal of the bid after opening of financial bid, in which case the bidder's EMD shall be forfeited.
- 7.4 If the bidder is awarded the contract, his Earnest Money Deposit may be adjusted towards the Performance Security. Balance if any, may be refunded to the bidder or an appropriate adjustment made.
- 7.5 The EMD shall be returned (except for Registration Deposit component) to the bidder under following cases:
 - 7.5.1 If the bidder is not short listed after Technical Bid Evaluation or
 - 7.5.2 If the bidder is not awarded the contract
- 7.6 The Earnest Money Deposit shall be denominated in Indian Rupees and shall be in one of the following forms:
 - 7.6.1 A Bank guarantee or irrevocable Letter of Credit, issued by a nationalized/scheduled bank located in India or a bank located abroad acceptable to the Department/office, in the form provided in the bidding documents or another form acceptable to the Department/office; or
 - 7.6.2 A cashier's Cheque or banker's certified Cheque or crossed demand draft or fixed deposit of nationalised bank or pay order drawn in favour of the Department/office.

8 Performance Security

- 8.1 Within 15 days of receipt of the notification of contract award, the Service provider shall furnish performance security in the amount specified in SCC Clause 1.
- 8.2 The proceeds of the performance security shall be payable to the DEPARTMENT / OFFICE as compensation for any loss resulting from the service provider's failure to complete its obligations under the Contract.
- 8.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:
 - 8.3.1 A Bank guarantee or irrevocable Letter of Credit, issued by a nationalized/scheduled bank located in India or a bank located abroad acceptable to the DEPARTMENT / OFFICE, in the form provided in the bidding documents or another form acceptable to the DEPARTMENT / OFFICE; or
 - 8.3.2 A cashier's Cheque or banker's certified Cheque or crossed demand draft or fixed deposit of nationalized bank or pay order drawn in favour of DEPARTMENT / OFFICE.
- 8.4 The Performance Security will be discharged by the DEPARTMENT / OFFICE and returned to the service provider on completion of the service provider's performance obligations, including the warranty obligation, under the contract. Performance Security, will be discharged on successful performance / completion of its obligation by the bidder in the following manner.

Time Period % of Performance Security to be discharged

| End of 1 st year of Warranty | 5% |
|---|-----|
| End of 2 nd year of Warranty | 5% |
| End of 3 rd year of Warranty | 10% |

8.5 In the event of any contract amendment, the service provider 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.

9 Inspections and Tests

- 9.1 The DEPARTMENT / OFFICE or its representative shall have the right to inspect and/or to test the software or work of the service provider to confirm their conformity to the Contract specifications at no extra cost to the DEPARTMENT / OFFICE.
- 9.2 Should any inspected or tested software fail to conform to the specifications, the DEPARTMENT / OFFICE may reject the software and the service provider shall either replace/redevelop the rejected

software or make alterations necessary to meet specification requirements free of cost to the DEPARTMENT / OFFICE.

- 9.3 The DEPARTMENT / OFFICE's right to inspect test and, where necessary, reject the software / deliverable after the software deployment at Project Site shall in no way be limited or waived by reason of the software previously been inspected, tested and passed by the DEPARTMENT / OFFICE or its representative prior to the software deployment.
- 9.4 Nothing in GCC Clause 9 shall in any way release the service provider from any warranty or other obligations under this Contract.

10 Y2K Compliance

All the hardware and software offered by the bidder should be Year 2000 compliant and the bidder should submit certification / printed information to that effect.

11 Delivery of Documents

11.1 Deployment of the software shall be made by the service provider in accordance with the terms specified by the DEPARTMENT / OFFICE in the Notification of Award. The details of shipping and/or other documents to be furnished by the service provider are specified in SCC clause 3.

12 Insurance

12.1 All the insurance shall be least in an amount equal to 110% of the value of goods from "warehouse to warehouse" on "all risks" basis, including war risks and Strike Clauses. Appropriate insurance to cover the equipment for the transit period and till the time of installation at the site is to be taken by the service provider.

13 Transportation

13.1 Where the service provider is required under the Contract to transport the certain things to a specified place of destination within state of Gujarat defined as Project site, transport to such place of destination in state of Gujarat including insurance, as shall be specified in the Contract, shall be arranged by the service provider, and the related cost shall be included in the Contract Price.

14 Incidental Services

- 14.1 The service provider may be required to provide any or all of the following services, including additional services, if any, specified in SCC and Appendix D (Specific Requirements).
 - 14.1.1 Performance or supervision of the on-site assembly and/or startup of the supportive hardware

- 14.1.2 Furnishing of tools required for assembly and/or maintenance of the supportive hardware;
- 14.1.3 Furnishing of detailed operations and maintenance manual for each appropriate unit of supportive hardware;
- 14.1.4 Performance or supervision or maintenance and/or repair of the supportive hardware, for a period of time agreed by the parties, provided that this service shall not relieve the service provider of any warranty obligations under this Contract
- 14.1.5 Training of the **DEPARTMENT** / **OFFICE**'s personnel, at the service provider's office and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supportive hardware.
- 14.2 Prices charged by the service provider for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier / service provider for similar services.

15 Deployment of Software

- 15.1 Service provider must deploy the software at the places specified by the DEPARTMENT / OFFICE at the time of the contract and ensure smooth running of that software. Service provider need to provide all the necessary things like CD media, etc. at every deployment site for assuring minimum down time of the system.
- 15.2 If the service provider, having been notified, fails to remedy the defect(s) in the software within the period specified in SCC 6.2.2 and 6.6.3 within a reasonable period, the DEPARTMENT / OFFICE may proceed to take such remedial action as may be necessary, at the service provider's risk and expense and without prejudice to any other rights which the DEPARTMENT / OFFICE may have against the service provider under the Contract.

16 Payment

- 16.1 The methods and conditions of payment to be made to the service provider under this Contract shall be specified in the SCC 7.1.
- 16.2 The service provider's request(s) for payment shall be made to the DEPARTMENT / OFFICE in writing, accompanied by an invoice describing, as appropriate, the service provided and the Services performed, and by documents, and upon fulfillment of other obligations stipulated in the contract & the
- 16.3 Payments shall be made promptly by the **DEPARTMENT / OFFICE** after submission of the invoice or claim by the service provider.

16.4 Payment shall be made in Indian Rupees.

17 Prices

17.1 Prices payable to the service provider as stated in the Contract shall be fixed during the performance of the Contract.

18 Change Orders

- 18.1 The DEPARTMENT / OFFICE may at any time, by written order given to the Service provider make changes within the general scope of the Contract in any one or more of the following:
 - a) Designs, specifications, requirements which software or service to be provided under the Contract are to be specifically developed / rendered for the DEPARTMENT / OFFICE;
 - b) The method of deployment, shipping or packing;
 - c) The place of delivery; and/or the Services to be provided by the service provider.
- 18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the service provider's performance of any provisions under the Contract, equitable adjustments shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the service provider for adjustment under this clause must be asserted within thirty (30) days from the date of the service provider's receipt of the DEPARTMENT / OFFICE's change order.

19 Contract Amendments

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20 Assignment

20.1 The service provider shall not assign, in whole or in part, its obligations to perform under the Contract, except with the DEPARTMENT / OFFICE's prior written consent.

21 Subcontracts

21.1 The DEPARTMENT / OFFICEs may permit SP to out-source services or part of services for execution of their contractual obligation. The payment, however, shall be made to the SP, which has a valid contract with the concerned DEPARTMENT / OFFICE.

- 21.2 Even if a SP is permitted to out-source or share contractual obligation with any other party the total work/services out-sourced shall not exceed 20% of the work assigned to the SP, in payment terms.
- 21.3 Joint Ventures shall be allowed only among empanelled vendors
- 21.4 Subcontracts must comply with the provisions of GCC Clause 3.

22 Delays in the supplier / service provider's Performance

- 22.1 Delivery of the software and performance of the Services shall be made by the service provider in accordance with the time schedule specified by the DEPARTMENT / OFFICE in the contract document.
- 22.2 If any time during performance of the Contract, the service provider or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the service provider shall promptly notify the DEPARTMENT / OFFICE 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, the DEPARTMENT / OFFICE 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 DEPARTMENT / OFFICE, shall be at no extra cost to DEPARTMENT / OFFICE.
- 22.3 Except as provided under GCC Clause 25, 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 pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of the penalty.

23 Penalty Clause

23.1 Subject to GCC Clause 24, if the service provider fails to deliver any or all of the Services within the period(s) specified in the Contract, the DEPARTMENT / OFFICE shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to maximum deduction of the percentage specified in SCC Clause 8. Once the maximum is reached, the DEPARTMENT / OFFICE may consider termination of the Contract pursuant to GCC Clause 24.

24 Termination for Default

24.1 The DEPARTMENT / OFFICE 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:

- a) 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 the DEPARTMENT / OFFICE pursuant to GCC Clause 22; or
- b) if the service provider fails to perform any other obligation(s) under the Contract.
- c) If the service provider, in the judgment of the DEPARTMENT / OFFICE 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 any thing 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;"

- d) If the Service Provider fails to conform to the quality requirement laid down/third party inspection/consultants opinion.
- 24.2 In the event the DEPARTMENT / OFFICE terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the DEPARTMENT / OFFICE may procure, upon such terms and in such manner as it deems appropriate, delivered items similar to those undelivered, and the service provider shall be liable to the DEPARTMENT / OFFICE for any excess costs for such similar Services. However, the service provider shall continue the performance of the Contract to the extent not terminated.

25 Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clause 22, 23, 24 the service provider shall not be liable for forfeiture of its performance security, penalty or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an even of Force Majeure.
- 25.2 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.

25.3 If a force Majeure situation arises, the service provider shall promptly notify the DEPARTMENT / OFFICE in writing of such conditions and the cause thereof. Unless otherwise directed by the DEPARTMENT / OFFICE 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.

26 Termination for Insolvency

26.1 The DEPARTMENT / OFFICE 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 the DEPARTMENT / OFFICE.

27 Termination for Convenience

- 27.1 The DEPARTMENT / OFFICE 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 the DEPARTMENT / OFFICE'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.
- 27.2 The services / software that are complete and ready for rendering / deployment within 30 days after the service provider's receipt of notice of termination shall be accepted by the DEPARTMENT / OFFICE at the Contract terms and prices. For the remaining services, the DEPARTMENT / OFFICE may elect:
 - a) To have any portion completed and delivered at the Contract terms and prices; and/or
 - b) 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.

28 Resolution of Disputes

In this regard, the DEPARTMENT/OFFICE doesn't go for any arbitration on dispute and DEPARTMENT/OFFICE's decision will be final and binding on the Service Provider.

The venue of mediation / arbitration shall be Ahmedabad / as may be fixed by the mediator / arbitrator.

29 Governing Language

29.1 The contract shall be written in English language. Subject to GCC Clause 29, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

30 Applicable Law

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

31 Notices

- 31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing by facsimile and confirmed by original copy by post to the other Party's address specified in SCC Clause 9.
- 31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32 Taxes and Duties

32.1 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 the DEPARTMENT / OFFICE. However, Sales tax (not surcharge in lieu of Sales tax) in respect of the transaction between the DEPARTMENT / OFFICE and the service provider shall be payable extra, if so stipulated in the Notification of Award.

33 Binding Clause

33.1 All decisions taken by the **DEPARTMENT** / **OFFICE** regarding the processing of this tender and award of contract shall be final and binding on all parties concerned.

Tender Document

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

SECTION IV: SPECIAL CONDITIONS OF CONTRACT TABLE OF CLAUSES

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SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

1 Performance Security (GCC Clause 8)

1.1 Within 30 days after the service provider's receipt of Notification of Award, the service provider shall furnish Performance Security to the DEPARTMENT / OFFICE for an amount of 20% of the contract value, valid up to 3 years starting from the date of commissioning of software.

2 Inspection and Tests (GCC Clause 9)

- 2.1 The inspection of the working of the developed software shall be carried out to check whether the software is in conformity with the requirements described in the contract. Following broad test procedure will generally be followed for inspection and testing of software. These tests will be performed after completion of installation and commissioning of all the software at the site of installation. During the run of software no malfunction, partial or complete failure of any module of software or bugs in the software is expected to occur. All the software should be complete and no missing modules/sections will be allowed. The service provider shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the DEPARTMENT / OFFICE. the successful completion of the test specified. An average uptime efficiency of 95% for the duration of test period shall be considered as satisfactory. On successful completion of acceptability test and after the DEPARTMENT / OFFICE is satisfied with the working of the software on the system, the acceptance certificate of the DEPARTMENT / OFFICE will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the system.
- 2.2 Before the goods and equipment are taken over by the DEPARTMENT / OFFICE, the service provider shall supply operation and maintenance manuals. These shall be in such details as will enable the DEPARTMENT / OFFICE to use the software as stated in the specifications. The documentation shall be in the English/Gujarati language and in such form and numbers as stated in the contract document. Unless and otherwise agreed, the software shall not be considered to be complete for the purpose of taking over until such documentation has supplied to the DEPARTMENT / OFFICE.

3 Delivery and Documents (GCC Clause 11)

Upon deployment of the software / completion of the assigned work under the service, service provider shall notify the <code>DEPARTMENT</code> / <code>OFFICE</code> and the insurance company by cable/telex/fax the full details of the shipment including ontract number, railway receipt number and date, description of supportive

hardware, quantity, name of the consignee etc. The service provider shall mail the following documents to the <code>DEPARTMENT</code> / <code>OFFICE</code> with a copy to the insurance company:

- 3.1 Four copies of the service provider invoice showing supportive hardware description, quantity, unit price, total amount;
- 3.2 Railway receipt/acknowledgment of receipt of goods from the consignee(s);
- 3.3 Insurance Certificate;
- 3.4 Manufacturer's/Supplier / service provider's warranty certificate;
- 3.5 Inspection Certificate issued by the nominated inspection agency, and the service provider's factory inspection report (if any); and
- 3.6 Certificate of Origin

The above documents shall be received by the DEPARTMENT / OFFICE before arrival of the supportive hardware (except where the supportive hardware have been delivered directly to the Consignee with all documents) and, if not received, the service provider will be responsible for any consequent expenses.

4 Insurance (GCC Clause 12)

For delivery of goods at site, the insurance shall be obtained by the supplier / service provider in an amount equal to 110% of the value of goods from "warehouse (final destinations)" on "All Risks" basis including War Risks and Strikes.

5 Incidental Services (GCC Clause 14)

- 5.1 The following services shall be furnished and the cost shall be included in the contract price:
 - 5.1.1 Performance of the on-site assembly, commissioning and startup of the supportive hardware (if any).
 - 5.1.2 Furnishing the detailed operation and maintenance documentation for each item of supply at each location.
 - 5.1.3 Training to be given at each location of deployment of software in following manner to at least 10 users and 2 administrators to the satisfaction of the DEPARTMENT / OFFICE:
 - A. End user training at various hierarchical levels
 - B. System Administration training
 - C. Training of Trainers
 - D. Training of core team for proper perception and to facilitate future development.

6 Warranty

- 6.1 If any module of developed software gives continuous trouble and runtime or logical errors, during the warranty period, the service provider shall rectify the problems without any additional cost to the DEPARTMENT/OFFICE.
- During the warranty period, changes necessitated in the Application Software due to bug fixes, patches or enhancements (excluding version upgrades) shall be provided by the SP without any additional cost.
- 6.3 Maintenance service
 - 6.3.1 The service provider shall provide free software maintenance services during the period of warranty for 36 months.
 - 6.3.2 The maximum response time for complaint from any of the destinations specified in the contract document (i.e. time required for service providers software / system engineer to report at the location where the developed software is not working as per requirements after a request call/telegram is made or letter is written) shall not exceed 24 hrs.
 - 6.3.3 It is expected that the average downtime of the system will be less than half the maximum downtime (i.e. defined as number of days for which the system is not usable because of inability of the service provider to debug it). The maximum downtime should not exceed 3 calendar days.
 - 6.3.4 In case software is not usable beyond the stipulated maximum downtime or maximum response time in not adhered to, the service provider will be liable for a penalty of Rs. 500 per day. The amount of penalty will be recovered from the Performance Security during warranty period

7 Payment (GCC Clause 16)

Payment for Services shall be made in Indian Rupees as follows:

8.1 The DEPARTMENT / OFFICE shall follow the payment schedule given in this Handbook for various service categories.

8 Penalty Clause (GCC Clause 23)

For delays:

GCC Clause 22.1 - The applicable rate is 0.5% of the Work Contract Price per week and the maximum deduction is 10% of the contract price.

DEPARTMENT / OFFICE may impose this penalty even for the stage wise submissions as per the schedule given in SCC clause 15.

9 Notices (GCC Clause 31)

For the purpose of all notices, the following shall be the address of the EPARTMENT / OFFICE and Supplier / service provider.

| | Address of t | ne DEPARTMENT / OFFIC | E |
|---------|--------------|-----------------------|--------|
| | | | _ |
| | | | _ |
| | | | _ _ |
| Service | Provider: | | _ |
| 001110 | o i Tovidor. | | |
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| | | | |

(*To be filled in at the time of Contract signature)

10 Right to use defective software/equipment

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the software/equipment proves to be unsatisfactory, the Purchases shall have the right to continue to operate or use such software/equipment until rectification of defects, errors or omissions by debugging / repair or by partial or complete replacement is made without interfering with the DEPARTMENT / OFFICE's operation.

11 Supplier / service provider Integrity

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.

12 Supplier / service provider's Obligations

The service provider is obliged to work closely with the **DEPARTMENT** / **OFFICE**'s staff, act within its own authority and abide by directives issued by the **DEPARTMENT** / **OFFICE**.

The service provider will abide by the job safety measures prevalent in India and will free the DEPARTMENT / OFFICE 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 the DEPARTMENT / OFFICE responsible or obligated.

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

The service provider will treat as confidential all data and information about the DEPARTMENT / OFFICE, 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 the DEPARTMENT / OFFICE.

13 Patent Rights

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 the DEPARTMENT / OFFICE's country, the service provider shall act expeditiously to extinguish such claim. If the service provider fails to comply and the DEPARTMENT / OFFICE 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. The DEPARTMENT / OFFICE will give notice to the service provider of such claim, if it is made, without delay.

14 Site Preparation and Installation

The DEPARTMENT / OFFICE is solely responsible for the preparation of the sites in compliance with the technical and environmental specification defined by the service provider. The DEPARTMENT / OFFICE 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.

15 Time limit for the DEPARTMENT / OFFICE project

The total time limit for the successful implementation of the solution for all the organizations of DEPARTMENT / OFFICE shall be 6 months from the date of signing the contract which will be excluding the time required for approvals for the critical intermediate submissions which are specified in sub point 3.7 section V. Time required for approval in normal circumstances may not exceed 3-15 working days for each such critical deliverables.

Milestones for the accomplishment of various stages of the DEPARTMENT / OFFICE project shall be as under:

| Maximum time Limit | Cumulative time Limit |
|--------------------|-----------------------|
| | |
| | |
| months | months |
| | |
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| months | months |
| 1110111115 | 1110111115 |
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| | |

DEPARTMENT / OFFICE

| Training and | | |
|--------------------------|------------|------------|
| implementation of | | |
| software with successful | months | months |
| completion of first | | |
| parallel run | | |
| First stage of | | |
| implementation and | months | months |
| Review of the | 1110111115 | 1110111115 |
| performance | | |

16. Unconditional Bid

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.

17. No Variable Cost in Financial Bid

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

Tender Document

SECTION V: TECHNICAL SPECIFICATIONS

Section V-Technical Specifications

1 The DEPARTMENT / OFFICE Requirements

IT solution for DEPARTMENT / OFFICE will encompass following organizations.

- 1. Branch # 1 / Business Wing # 1
- 2. Branch # 2 / Business Wing # 3
- N. Branch # N / Business Wing # N
- 2 Under the DEPARTMENT / OFFICE project, DEPARTMENT / OFFICE desires to review and document the systems and procedures, formulate MIS model, develop information system strategy plan, design, develop and implement appropriate information Technology based solution for all organizations of DEPARTMENT / OFFICE. The IT solution will include following information Technology related applications / interfaces as required.
 - A. IT Consultants
 - A1. Technology Consultants
 - A2. Project Consultants
 - A3. Security Consultants
 - B. Turnkey Solution Implementers (Level 1 & 2)
 - C. Total Solution Providers (Level 1& 2)
 - D. E-Commerce
 - E. GIS
 - F. Application Service Providers
 - G. Software System/Applications/Products/Packaged
 - H. Document Imaging
 - I. Data Collection, Compilation and Conversion
 - I2. Data Entry
 - J. Database Quality Assurance
 - K. Outsourcing including Actual Running of the System
 - L. AnyOther IT Service Not Explicitly Covered Elsewhere
 - M. Services from other central/state Govt. bodies (wholly owned/funded)

The SP shall be responsible for the complete design of the Project including the design of Networking for the proposed Intra-net (encompassing the Main DEPARTMENT / OFFICE up to District level) and Extra-net (between the organizations and other relevant GoG offices) for successful implementation of the DEPARTMENT / OFFICE. Although the SP is not responsible for the supply of hardware or implementation of network, the most efficient and optimum design of the entire system that leads to the minimum overall cost of the entire Project (including all hardware, networking components, software, services etc.) shall be the responsibility of the SP. For this purpose, the SP shall make all efforts to submit various technoeconomically evaluated alternatives to enable DEPARTMENT / OFFICE to take final decision at each such stage.

3 Scope of Services

3.1 System Requirement Study

The selected Bidder shall study and review the objectives, business needs, business processes of the organizations of DEPARTMENT / OFFICE Head Office and define the user requirement in detail.

Familiarization

The Service Provider shall carry out detailed discussions with all the organizations of **DEPARTMENT / OFFICE** and understand the existing Systems and Procedures, hierarchy of data and document flow, authorization procedures etc. in various application areas. In this phase, the Service Provider is supposed to prepare the Users' Requirements Specifications and get it approved from the respective organization of DEPARTMENT / OFFICE.

Reengineering

On the basis of the above Study of Systems and Procedures and formulation of URS , the analysis should be presented to DEPARTMENT / OFFICE in the form of a document followed by a Presentation which shall also include the SP's observations on the Existing Systems and Procedures and recommendations on reengineering requirements along with the MIS requirements. DEPARTMENT / OFFICE's and its organizations suggestions and feedback on this Presentation shall be analyzed and appropriately incorporated by the SP in the System Requirement Specifications document.

Formulation of EIS and MIS Model

On the basis of the above, the need for the Executive and Management Information Systems required at various levels of the DEPARTMENT / OFFICE shall be identified and documented by the SP in the form of a comprehensive report.

At the end of this phase when the URS, SRS and EIS-MIS requirements have been crystallized, the SP shall formulate and submit a Detailed Project Plan.

Deliverables: a) User's Requirement Specifications b) Reengineering Requirement Document c) System Requirement Specifications documents d) EIS and MIS Requirement document e) Detailed Project Plan

3.2 System Design

Based on the System requirements, the SP shall carry out the design of the system including the system architecture, system input design, system output design, network design, data design, and program design.

Information Requirement Study

The emphasis during this stage of the study shall be on:

- Identification of the source of data
- > Identification of the nature and function of the data and their possible inter-Linkages
- Identification of the use of data with respect to its usage in information
- generation / EIS-MIS requirements

 Assessment of the Information Flow across various Business Functions/ organizations/Locations/Branches and thereby arriving at the internal and external Interface Requirements.

Information Analysis and Functional Specifications

The SP shall analyze the information requirements at various levels of DEPARTMENT / OFFICE and its organizations keeping in mind future information requirement for each functional area with an overall objective of fulfilling the EIS-MIS requirements through DEPARTMENT / OFFICE. The SP shall document the information requirements in the form of Functional Specifications Document.

Techno-commercial evaluation of the technological options:

During this stage of the study, the emphasis would be on identification, technoeconomic evaluation and short listing of suitable Technological Options for Total IT Solution which would bring out the following:

- Capacity planning and farming specifications for Hardware
- Optimum design of the network based on Data Communication and Networking Requirements the network design shall adequately address the issues like optimum latency, elimination of reentry of data, scalability (both scaling up and scaling out), geographical redundancy of data etc.
- Suitable Software Development Environment This includes various options for solution platform, database management, front-end and backend tools, multi-lingual interface requirements so that on integration it leads to an overall cost effectiveness minimizing the number of licenses at the client level.

Intermediate submission: Comprehensive Document on the Technocommercial evaluation of various options to enable DEPARTMENT / OFFICE to select the best.

Implementation Strategy for all organizations of DEPARTMENT / OFFICE

SP shall formulate the Implementation Strategy for the entire IT Solution envisaged and designed by this time. This shall necessarily address issues like Data Migration, Conversion of existing Applications and Existing Data, Inter-Linkages between and among all organizations and those with the external departments etc. This would also cover the important issue of the Investment Plan for the Hardware, System Software and Application Software.

Deliverables: a) Functional Specifications Document b) System Design Document c) Information System Strategy Plan d) Updated Project Plan

3.3 Build & Testing

After the design activities, the SP shall have to do the complete coding and testing of the software which delivers the user requirements as per the System Requirement Specifications document.

Software Design

The Software Design should be done strictly on the basis of the Functional specifications Document which is duly approved by DEPARTMENT / OFFICE and its respective organizations. The following activities shall be performed during this stage:

- Micro level detailing of Functional Specifications
- Design of Input Screen Formats
- Formulation of Validations
- Security provisions at various levels including encrypting and decrypting
- Design of Report / Query Layouts
- Identification of Processing Programs
- Formulation of Processing Logic
- Standards to be followed for software development including coding.
- Plans for testing of Unit Modules.
- Schema Design etc.

Intermediate submission: Software Design Document

Software Development

The software development should be done strictly on the basis of the Software Design Document which is duly approved by DEPARTMENT / OFFICE and its organizations. The major activities involved at this stage are as follows:

- Coding of Programs
- Unit Level Testing / Debugging of Programs.

Unit level testing / debugging of the programs should be carried out for each program, by various people within the development group.

Performance of the system should reveal the followings:

- Domain and Referential Integrity should be maintained while adding, deleting and modifying the record.
- Field validation while entering the data.
- Record validation while adding, modifying and deleting the record.
- ➤ Geographical redundancy of all important data by way of online/offline mirroring or any other suitable technological option making the best advantageous use of available Govt, infrastructure.
- Avoidance of duplication of data entry efforts throughout the network.
- Addition, modification and retrieval of the record within reasonable time.
- > Auto code and Online Help by Pop-Up menu.
- Security on Object and on Subject.
- Minimum three level security viz. access to the database, operation on record, process the database.
- Database of one office/wing should be compatible with the other.
- > Audit trails for each operation. Options for cascade deleting.
- Reports on screen and on various types of printers.
- Query based reports
- Web solution for selected/relevant modules

The software developed should:

- > Ensure that the information flow is business driven
- > Reduce the manual efforts to the maximum extent for all business activities.
- > Ensure on-line validation of data
- ➤ Ensure adequate control through Corporate Accounts on Operations
- > Ensure ease and timeliness in compiling the EIS-MIS reports
- > Act as an effective tool in decision support
- Enable generation of accounting entries automatically
- Enable generation of reports on adhoc queries

- Provide audit control check points within and across various modules
- Provide compatibility with emerging IT environment in the Govt. of Gujarat.

Management Information System

This system should provide online MIS, which is derived from the compiled data, retrieved from various base systems which are discussed above.

The DEPARTMENT / OFFICE along with organizations in all, should generate the Operational and Accounting based MIS required by various operational staff and executives of DEPARTMENT / OFFICE and its organizations. The MIS should :

- Provide assistance in decision making
- Provide assistance in exercising control over actual performance against corporate plans and budget and facilitate resource leveling.

The proposed system shall have in-built necessary accounting and operational controls to facilitate internal audit / appraisal functions. The system should ensure that routine checks of internal audit requirements are minimized and support more of operational and management reviews. In effect, the system should support the appraisal functions.

The application software should therefore encompass the internal controls, audit trails and provisions for statutory compliance.

Deliverables: a) Modules b) Unit Test results c) Integration Test Plan

3.4 Integration

After the successful development and testing of individual modules, the modules will have to be integrated into a unified system for all organizations of DEPARTMENT /

Deliverables: a) Integration Test results b) User Acceptance Test Plan

3.5 User Acceptance Testing

On completion of the development and testing of the fully integrated system by the SP, the users of the system as per the acceptance criteria (based on the latest state-of-the-art technological norms) will test the system. The SP shall conduct the User Acceptance Testing in co-ordination with the users.

Testing and Installation of the Software

The test plan should address at least following issues:

- System functionality
- Accuracy of the system
- Response time of the system
- Data capture
- Menu, screen and other navigation
- Abnormal usage and system response.
- Validation, security and authorization
- Integration

The major activities involved at this stage of the assignment are as follows:

- Testing and deModule testing Testing and debugging of programs
- Develop test data along with expected outputs.
 Integrated testing with the prepared data
- Installation of the software at all the offices.

Acceptance Testing of the Software by DEPARTMENT / OFFICE

Before commencing the important activities of User training, data entry and implementation, SP shall conduct a comprehensive System Testing on installed software for its functional completeness and implement ability in consultation with DEPARTMENT / OFFICE and its organizations.

Deliverable: a) User Acceptance Test report b) Training Plan c) User Manual & Technical manual

3.6 Training

The SP shall be responsible for providing **Sensitization Training** for 2 days to majority of available employees of **DEPARTMENT / OFFICE**. This training will cover general IT awareness and advantages that would accrue at 3 levels i.e junior, middle and senior level in the organization. The content for Sensitization Training may be finalized in consultation with the **DEPARTMENT / OFFICE** and GIL.

The SP shall also provide **General IT Training** for 3 days covering usage of general-purpose packages/utilities like Microsoft Word, Excel, e-mail, sharing resources across LAN/WAN etc to approximately 25% of the employees. The content for General IT Training may be finalized in consultation with the **DEPARTMENT** / **OFFICE** and GIL.

The SP shall be responsible for providing training to the users at various levels as specified vide SCC clause 5.1.3. The training should be including the operational and administrative aspects of the system. The SP should conduct extensive training for the relevant <code>DEPARTMENT</code> / <code>OFFICE</code> personnel. The training shall comprise of classroom training as well as hands-on training on the developed system according to the functions of operators, supervisors, officers, executives and application administrator. The training course -shall include:

- Presentation on reengineering decisions clearly mentioning deviations from existing systems and procedures.
- Class room training for detailed exposure to the proposed systems and procedures and ensuring removal of doubts / apprehensions (if any)
- Practical training on filling up of input documents
- Practical Exposure to verification of outputs and methods to locate and fix errors on the same

Deliverables: a) Implementation Plan

3.7 Implementation

The SP shall deliver, install and complete the transition from the existing manual and IT systems to the new integrated system provided by the SP. The SP shall provide assistance to the acceptance testing of proposed solution, which will be controlled by the functional requirement as specified by DEPARTMENT / OFFICE.

Implementation Support

The SP shall have to provide implementation support for a period of 36 calendar months after formal handover of the accepted software. This implementation support shall necessarily comprise of:

- Full time support for a period of 12 months
- Review of outputs for a period of 12 subsequent months (parallel run)
- Implementation support on 'call-on basis' for 12 subsequent months.

Critical Deliverables

Following deliverables shall be considered be Critical Deliverables. The time required for approvals shall be applicable only to those deliverables (duly updated) as mentioned in SCC clause 15.

✓ Detailed Project Plan

Project Plan should include

- Quality Plan
- Standards Document (Coding, Naming, Design, Documentation) etc.
- Defect Management Plan
- Configuration Management Plan
- Risk Management Plan
- Change Management Plan
- Test Plan (including test cases & test data)
- Delivery Plan
- Implementation Plan
- Backup & Recovery Plan
- Training Plan
- ✓ User Requirements Specification (URS) Document
- ✓ Reengineering Requirements Document (RRD)
- ✓ System Requirement Specification (SRS) Document along with traceability matrix
- ✓ Techno-Commercial Evaluation Document (TCED) for various options for system/software platforms, tools, system/software architecture and supporting hardware requirements
- ✓ Final Hardware/Software Procurement Plan
- ✓ Functional Specification Document along with traceability matrix
- ✓ System Design Document along with traceability matrix
- ✓ Updated Project Plan
- ✓ Software Design Document along with traceability matrix
- ✓ Unit Test Plan (including test cases & test data) & Reports
- ✓ Integration Test Plan (including test cases & test data) & Reports (along with traceability matrix)
- ✓ User manuals & Technical Manuals
- ✓ Administration manual
- ✓ User Acceptance Test Plan (including test cases & test data)
 & Reports
- ✓ Complete and comprehensive source code including data model and any other information/documents related to IPR (all in 2 soft copies on CDs and 1 set of hardcopies)
- ✓ Report of the successful completion of first parallel run
- ✓ System and Performance Test Plan (including test cases & test data)
- ✓ Review report of performance for the first stage of implementation at all locations

Maintenance & Warranty

The SP shall provide a comprehensive warranty for three years after the acceptance of the DEPARTMENT / OFFICE for its smooth and efficient functioning. The SP shall

agree to provide preventive and emergency maintenance of the proposed solution for a minimum of 2 years subsequent to the warranty period on the basis of mutual agreement. The Bidder may be required to enter into a further contract for maintenance of the delivered system, after the completion of the warranty period.

Software Warranty support

The SP shall provide free warranty support for the software for three years from the date of acceptance of software. SP shall continuously strive for improvement in package during the warranty period. In the event of any problems in the software, the SP will be entirely responsible to analyze and rectify the problems immediately for which no extra charges shall be paid. During this warranty period, SP shall also submit a weekly log report depicting the module wise changes made in the software with reasons thereof.

During the warranty period, upgradation of all the readymade software used in DEPARTMENT / OFFICE and supplied by the SP, with the latest version available in the market shall be the responsibility of the SP. Such upgradation shall be at no extra cost to DEPARTMENT / OFFICE and its organizations as specified vide SCC clause 6.2.1.

3.9 Source Code:

After the completion of warranty period the source code of DEPARTMENT / OFFICE shall be the exclusive property of DEPARTMENT / OFFICE. The clauses with respect to IPR / Copyright issues mentioned elsewhere in this Handbook shall take precedence over this clause.

To assess the functional user requirements and to detail the scope of the work shall be the primary responsibility of the service provider. However, to give an indicative idea, specific needs of DEPARTMENT / OFFICE as regards the DEPARTMENT / OFFICE have been outlined in **Appendix-D**.

The service provider is expected to develop all application software concurrently for all the organizations under <code>DEPARTMENT</code> / <code>OFFICE</code>. However, if the service provider chooses, at its discretion and with prior consent of <code>DEPARTMENT</code> / <code>OFFICE</code>, to phase out the development, timely completion of the integrated solution and integration of such phased development of software with other modules to the satisfaction of <code>DEPARTMENT</code> / <code>OFFICE</code> shall be the responsibility of the service provider. Also, <code>DEPARTMENT</code> / <code>OFFICE</code> will not entertain any request from SP to modify schedule of payment specified in SCC Clause 7.

- **4.** The proposed DEPARTMENT / OFFICE-IT Solution must be fully supported by the SP for three years even after successful implementation. DEPARTMENT / OFFICE shall also be
 - Suitably interfaced with other applications to provide a fully integrated solution.
 - Fully documented so as to allow the DEPARTMENT / OFFICE to customize (if necessary), build additional functionality around the core solution and interface with current and future solutions.
 - Developed and documented using a proven system development methodology, modular in structure with modules accessing a common database
 - > Including a user-based report writing (i.e. report generator) capability that allows users to produce fully formatted reports on-line
 - Having a file structure that is fully accessible by various modules
 - Having sophisticated parameterization set-up of major data items and processing rules

- > Able to interface with solutions provided by other solution providers in other
- Departments of the Government of Gujarat Having Quality Assurance reviewed regularly at various stages of the implementation.
- > Having the test strategy, test plan, test cases and results for completing the functionality, integration and system tests.

5. Language Considerations

Gujarati is the preferred language in government bodies and its administrative reporting. Accordingly DEPARTMENT / OFFICE-IT Solution should support bilingual English / Gujarati operations, including manuals and procedures.

Tender Document

SECTION VI: BID FORM AND PRICE SCHEDULE

SECTION VI: BID FORM

| Date: |
|--|
| Tender No.: |
| То |
| Sir / Madam |
| 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 IT solution (To review and document the systems and procedures formulate MIS Model, Develop Information system strategy plan, design, develop and implement appropriate Information Technology based solution for all the organizations of DEPARTMENT / OFFICE) 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(Appendix-B) and made part of this bid. |
| 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 in the work order given to us. |
| If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to fixed amount based on the estimation of the total project cost for the due performance of the Contract, in the form prescribed by the DEPARTMENT / OFFICE. |
| 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 under Clause 20 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 writter acceptance thereof and your notification of award, shall constitute a binding Contract between us. |
| Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below: |
| Amount:Rupees: |
| Name: |
| Address: |

| Purpose of Commiss gratuity: | sion or | |
|------------------------------|-----------------------------|-------------------------------------|
| (if none, state "none") |) | |
| We understand that receive. | you are not bound to a | ccept the lowest or any bid you may |
| Dated this | day of | 20 |
| | | |
| Sign | ature | (in the capacity of) |
| Duly authorized to sig | gn Bid for and on behalf of | |

SECTION VII: CONTRACT FORM

SECTION VII: CONTRACT FORM

| THIS AGREEMENT made the | day of | , 20 |
|--|--|---|
| Between of India hereinafter "the | DEPARTMENT / OFFICE | " of the |
| one part and provider) of | | (Name of service |
| called "the | $_{_}$ (City and Country of se | ervice provider) hereinafter |
| Supplier / service provider" of the o | other part: | |
| WHEREAS the DEPARTMENT / and document the systems a Information system strategy planformation Technology based so OFFICE) and has accepted a bid all organizations of DEPARTMENT | and procedures formula an, design, develop an plution for all the organiza by the service provider fo | nte MIS Model, Develop and implement appropriate ations of DEPARTMENT / |
| In the sum of(Contract Price in Words and Figu | ures) hereinafter called "th | ne Contract Price" |

NOW THIS AGREEMENT WITHNESSETH AS FOLLOWS:

- In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - 2.1 the Bid Form(Section VI) and the Price Schedule submitted by the Bidder;
 - 2.2 the Technical specifications(Section V);
 - 2.3 the General Conditions of Contract(Section III);
 - 2.4 the Special Conditions of Contract; and (Section IV)
 - 2.5 the DEPARTMENT / OFFICE's notification of award :and
 - 2.6 Appendix-C: Preliminary Scope of work
 - 2.7 Appendix-D : Specific Requirements
- In consideration of the payments to be made by the DEPARTMENT / OFFICE to the service provider as hereinafter mentioned, the service provider hereby covenants with the DEPARTMENT / OFFICE to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- The DEPARTMENT / OFFICE hereby covenants to pay the service provider in consideration of the provision of the services and the remedying of defects

therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Particulars of the services which shall be supplied / provided by the service provider are as enlisted in the enclosed Appendix :

| TOTAL VALUE : | |
|--|-------------------------------|
| DELIVERY SCHEDULE: | |
| IN WITNESS whereof the parties hereto have of in accordance with their respective laws the day | |
| Signed, Sealed and Delivered by the | |
| Said | (For the DEPARTMENT / OFFICE) |
| in the presence of | _ |
| | |
| Signed, Sealed and Delivered by the | |
| said | (For the service provider) |
| in the presence of | - |

Tender Document

SECTION VIII: PERFORMANCE SECURITY FORM

SECTION VIII: PERFORMANCE SECURITY FORM

| To: . | | |
|---|---|--|
| WHEREAS | | |
| (Name of Service provider) hereinafter called | | |
| pursuance of Contract No. | date | 20 |
| to render | (To review and de | a umant tha |
| systems and procedures formulate MIS Mode plan, design, develop and implement approposalution for all the organizations of DEPARTME Contract". AND WHEREAS it has been stipula service provider shall furnish you with a Bank the sum specified therein as security for coprovider's performance obligations in accordant AND WHEREAS we have agreed to give the Standard of the service provider, up to a total of Guarantee in Words and Figures) and we written demand declaring the service provider without cavil or arguments, any sum (Amount of Guarantee in Words or to show grounds or respecified therein. | priate Information Technology (NT / OFFICE) hereinafter of ted by you in the said Contact (Guarantee by a recognized impliance with the Supplier ce with the Contract. Supplier / service provider a Guarantors and responsible of | em strategy logy based called "the ract that the ed bank for er / service Guarantee: e to you, or nount of the n your first contract and e limit of without your |
| This guarantee is valid until the | day of | 20 |
| Signature and Seal of Guarantors | | |
| Date : | | |
| Address: | | |
| | | |

SECTION IX: PERFORMANCE STATEMENT

SECTION IX

MANUFACTURERS' AUTHORIZATION FORM

| N | lo | | dated | | | | |
|---|---------------|---------------|------------------|-----------|--------|------------|----------|
| То | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Ref : Tender N | 0 | | | | | | |
| Dear Sir, | | | | | | | |
| We | | | | who | are | establishe | d and |
| reputed | | | manufacture | rs | | | of |
| | | | | | | | having |
| factories at | | | | | | | |
| (address of | • | | • | _ | | | |
| | | | | | | | dress of |
| Agent) to subm | iit a bid, an | d sign the co | entract with you | u against | the ab | ove IFB. | |
| We hereby ex Conditions of C this tender. | | | | | | | |
| Yours faithfully, | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| (Name) | | | | | | | |
| (Name of manu | ufacturers) | | | | | | |

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturers. The Bidder in its bid should include it.

APPENDIX A TECHNICAL BID

TECHNICAL BID FORMAT

| 1. | INTRODU | |
|----|---------------|--|
| 1. | III I I I ODU | |

| a. | Year of Establishment: |
|----|----------------------------|
| ω. | Tour or Lotabilotilitions. |

| b. | Details of Quality | Certifications | for software | developmen | it: The S | SP to spe | cify who | ethe |
|-------|---------------------|----------------|--------------|---------------|-----------|-----------|----------|------|
| | their organization | has attained | any quality | certification | or not | like ISO | 9001 / | SE |
| | CMM: | | | | | | | 1 |
| | | | | | | Yes | No | |
| If ye | es, please specify: | | | | | | | |
| | | | ISO No. | | | | | |
| | | SEICN | /IM Level | | | | | |
| | Valid upto: | | | | | | | |

c. Annual Turnover for the last three years:

(only of software development / software services): Bidder to provide details with copies of the audited Balance Sheet and Profit and Loss accounts.

| Year | Turnover | (in | Lac |
|-----------|----------|-----|-----|
| | Rupees) | | |
| 1998-1999 | | | |
| 1999-2000 | | | |
| 2000-2001 | | | |

d. Support network in the state of Gujarat:

Bidder to provide details of local support offices in different cities of Gujarat with Name of contact person, address, Telephone No., Fax No.

| Center(s) | Numbers | Location(s) |
|-----------------------|---------|-------------|
| Development Center(s) | | |
| | | |
| Support Center(s) | | |

e. Details of overseas establishment with Name of the Contact person, Telephone, Fax, E-mail address (if any)

2. Scope of work (Applicable to IITS only)

(N.B SP shall explicitly state the services required for this project/service and the estimated quantum of work in terms of category wise man month.)

3. (A) RELEVANT EXPERTISE FOR THE GIVEN PROJECT / SERVICE

(Details of expertise and experience in consultancy, reengineering, project management, application development, customization, implementation, training etc. including experience of working with different technology platforms like Windows NT, Unix, Sun Solaris, Linux etc.)

4. EXISTING INFRASTRUCTURE

a. SOFTWARE

(Details of licenses of relevant software such as Rational Rose etc. for customer's requirement analysis.)

(Please attach relevant (valid) software license certificates)

Note: The committee will decide the adequacy or otherwise of the license held by the Service Provider for successful completion of the project and give marks from 0 to 6.

b. HARDWARE, NETWORK & CONNECTIVITY

(Number of PCs, Servers, scanners, printers, number of routers, switches, Gateway/ Lease line etc.)

c. MANPOWER

Name of Employee, Designation, Total Experience (including in-house), Area of Expertise (skill sets)

d. PROPOSED MANPOWER DEPLOYMENT FOR THE PROJECT/SERVICE

- a. An organization chart indicating the project Team organization as envisaged by the bidder for execution of this assignment
- b. Details of Employees

| Sr .No | Name of | Designation | Qualification | Total | Skill Set | Place | of |
|--------|----------|-------------|---------------|------------|-----------|---------|----|
| | Employee | | | Experience | | working | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

c. Resume of the consultants/personnel expected to work on this Assignment

5. EXPERIENCE IN DEVELOPMENT AND DEPLOYMENT OF TOTAL 'IT' SOLUTION/SERVICES

a. DETAILS OF SIMILAR PROJECTS COMPELETED SUCCESSFULLY

- > The bidder's expertise in communication /networking like LAN.VPN,WAN through VSAT,INTERNET etc.
- The bidders capability in offering management and information technology solutions
- The bidders experience in developing software under client-Server environment

- > The bidder's experience in ORACLE, Developer 2000,MS-SQL Server ,Power Builder ,Visual Basic, Visual C++, Java etc.
- ➤ The bidders experience in INTERNET/INTRANET setup

b. DETAILS OF CURRENTLY ONGOING PROJECTS WITH STATUS

| Name of department(with address contact persons and numbers | Brief Description of projects | Responsibility or role of the Bidder in the Project | , , | Current status of project |
|---|-------------------------------|--|-----|---------------------------|
| | | | | |
| | | | | |

(Please attach with client certification)

C. DETAILS OF OTHER PROJECTS COMPLETED SUCCESSFULLY

| Name | of | Brief | Responsibility | Order | Current |
|--------------|------|----------------|----------------|-----------|-----------|
| compnay(with | l | Description of | or role of the | value(Rs) | status of |
| address con | tact | projects | Bidder in the | | project |
| persons | and | | Project | | |
| numbers | | | | | |
| | | | | | |
| | | | | • | |

(Please attach with client certification)

D. DETAILS OF ANY PROJECTS OVER RS.50 LACS UNDERTAKEN:

| Name of Company | Brief Description of Projects | Amount in Lac (Rs.) |
|-----------------|-------------------------------|---------------------|
| | | |
| | | |

(Please attach with client certification)

E. DETAILS OF ANY DELAY IN COMPLETION OF THEPROJECTS MENTIONED IN "D" ABOVE

| Name | of | Brief | Description | of | Delay | in | Reasons | of |
|--------------|------|----------|-------------|----|-----------|----|---------|----|
| Company(w | ith | Projects | | | manmonths | | Delay | |
| address,conf | tact | | | | | | | |
| persons | and | | | | | | | |
| contact | | | | | | | | |
| numbers) | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

6. DETAILED TIME SCHEDULE FOR VARIOUS ACTIVITIES

Consolidated time estimates required by the service provider to complete the entire project excluding the time required for the approvals

A bar chart indicating the activity wise proposed Time schedule for the execution of this assignment

7. PERIODIC DELIVERABLES

| Particulars | Time limit from the date of work order |
|-------------|--|
| | |
| | |
| | |
| | |
| | |

- 8. General Instructions/terms & condition specified below are indicative in nature and not exhaustive:
- > DEPARTMENT / BOARDS / COPORATION / HODS / LOCAL URBAN-RURAL BODIES reserves the right to reject any or all bid documents without assigning any reason whatsoever.
- Once a bid is submitted, it will be treated as complete and no additions, deletions or modifications in the bid will be allowed, unless specifically asked by DEPARTMENT / BOARDS/COPORATION/HODS/LOCAL URBAN-RURAL BODIES.
- > If any information sought in this document is missing or not clearly specified by the bidder or found ambiguous, it will be assumed that the bidder is not in a position to supply the information and therefore will be evuated accordingly.
- > Technical Bid Document shall be a self contained one and no reference to any previous submissions will be permitted-
- All the pages of the Technical Bid Document shall be signed and numbered serially e.g. page number 15 of the document containing total 180 pages shall be numbered as 15/180.
- > The bid shall be evaluated to ascertain the eligibility, technical suitability and competence of the bidder for final award of work.
- > Technical Bid Document shall not include any financial conditions and Bids containing such conditions will be liable to be rejected.
- At the time of awarding the assignment, DEPARTMENT / BOARDS / COPORATION / HODS / LOCAL URBAN-RURAL BODIES shall draw out a detailed terms of reference. DEPARTMENT / BOARDS / COPORATION / HODS / LOCAL URBAN-RURAL BODIES reserves the right to impose necessary conditions on the bidder' for effective performance of assignment.
- The bidder, its sub-agency and their personnel shall not either during the term or expiry of the assignment, disclose any proprietary of confidential information relating to the services, contract or the DEPARTMENT / BOARDS / COPORATION / HODS / LOCAL URBAN-RURAL BODIES's business or operation without the prior written consent of DEPARTMENT / BOARDS / COPORATION / HODS / LOCAL URBAN-RURAL BODIES.
- ➤ DEPARTMENT / BOARDS / COPORATION / HODS / LOCAL URBAN-RURAL BODIES shall have the sole discretion of technically qualifying the bidders. Any further clarification on information about the organization, business and relevant details shall be disclosed only to such technically qualified bidders, at the discretion of the DEPARTMENT / BOARDS / COPORATION / HODS / LOCAL URBAN-RURAL BODIES.
- In the process of qualifying the bidders technically, the bidder's perception of DEPARTMENT / BOARDS / COPORATION / HODS / LOCAL URBAN-RURAL BODIES project shall also be given due weightage and for the purpose bidder is required to submit a hardcopy of the Approach Paper in triplicate separately along with the Technical Bid. The Approach & Methodology Paper shall explicitly cover the proposed approach and methodology for following areas (as a bare minimum):
 - a. Requirement gathering
 - b. The functions of the branches / business wings of the organization
 - c. Integration with the existing software and hardware assets
 - d. Details of services/information to be provided to citizens
 - e. Details of services/information to be provided to and received from other Govt. organizations
 - f. Reengineering (necessitated due to computerization) of systems and procedures

Tender Document

- g. Project management
- h. Networking and connectivity
- Application development including
 - i. system architecture
 - ii. solution platform
 - iii. front end tools
 - iv. back end tools
 - programming languages and compilers V.
 - vi. "CASE' tools
 - vii. use of commercial software
 - viii. 'Al' and knowledge based expert system ix. web enabled applications

 - x. national and international standards
- Software customization and system integration

(Please specify the customized development of software as well as all readymade (commercially available) application software packages, tools etc. proposed to be used, as per ITB clause no. 11.4).

- k. Module wise test and implementation plans for different applications
 l. Performance tuning and security measures
- Performance tuning and security measures Documentation and training
- m.
- Implementation and roll on
- o. Maintenance and warranty

Bidders are expected to be ready for a presentation at a short notice to this effect. DEPARTMENT / BOARDS / COPORATION / HODS / LOCAL URBAN-RURAL BODIES will further technically qualify the bidders on the basis of such presentations and the decision of DEPARTMENT / BOARDS / COPORATION / HODS / LOCAL URBAN-RURAL BODIES will be final and will be binding to the bidders.

STATEMENT

| This is to explicitly state and certify that we, capable of executing the total requirements for all organizations of DEPARTMEN' BOARDS / COPORATION / HODS / LOCAL URBAN-RURAL BODIES and that have read and understood the conditions of this bid clearly. We, wherever require have satisfied ourselves with the clarifications provided by DEPARTMENT BOARDS / COPORATION / HODS / LOCAL URBAN-RURAL BODIES as regarthe interpretation of bid clauses. We also understand that our response to this bid be considered to be an offer to satisfy the requirements of the DEPARTMENT BOARDS / COPORATION / HODS / LOCAL URBAN-RURAL BODIES for organizations as described in this bid, for the price indicated in the financial bid. | we ed, ds will |
|--|-------------------------|
| Signature Name | |

Place

Seal

Date -

(of the bidder)

APPENDIX B FINANCIAL BID

FINANCIAL BID FORMAT

IT Solution for DEPARTMENT / BOARD/ CORPORATION / HOD / LOCAL URBAN -RURAL BODY

SUMMARY OF BUSINESS WING WISE BREAK-UP OF FINANCIAL BID

| Name Of Business Wing | Rupees in Figure | Rupees in words |
|--------------------------|------------------|-----------------|
| Business Wing # 1 | | |
| Business Wing # 2 | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Business Wing # n | | |
| | Total | |

| Signature | : |
|-----------|----------|
| Name | : |
| Seal | : |
| Date | : |
| Place | • |

CATEGORY WISE MAN-MONTH BREAK-UP OF FINANCIAL BID

Name of Business Wing: Business Wing # 1

| | Α | В | С |
|----------|---------------|-----------|---------------|
| Category | Manmonth Rate | No. Of | Product = A*B |
| | in Rs. | Manmonths | |
| | | required | |
| | | _ | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| - | | Total | |
| | | • | |

| Signature | - |
|-----------|----------|
| Name | : |
| Seal | <u> </u> |
| Date | • |
| Place | : |

Note: Detailed breakdown of estimate and method of arriving at these estimates may be attached as separate sheet. Please specify which formal technique / method of estimation has been used and assumptions if any made during the process of estimation.

CATEGORY WISE MAN-MONTH BREAK-UP OF FINANCIAL BID

Name of Business Wing: Business Wing # 2

| | Α | В | O |
|----------|----------------------|---------------------------------|---------------|
| Category | Manmonth Rate in Rs. | No. Of Manmonths required | Product = A*B |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | Total | |

| Signature | - |
|-----------|----------|
| Name | : |
| Seal | : |
| Date | : |
| Place | : |

Note: Detailed breakdown of estimate and method of arriving at these estimates may be attached as separate sheet. Please specify which formal technique / method of estimation has been used and assumptions if any made during the process of estimation.

CATEGORY WISE MAN-MONTH BREAK-UP OF FINANCIAL BID

Name of Business Wing: Business Wing # n

| | Α | В | С |
|----------|----------------------|---------------------------------|---------------|
| Category | Manmonth Rate in Rs. | No. Of Manmonths required | Product = A*B |
| - | | • | |
| | | | |
| | | | |
| - | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | Total | |
| | | IUlai | |

| Signature | • | |
|-----------|----------|--|
| Name | <u>:</u> | |
| Seal | | |
| Date | <u>:</u> | |
| Place | : | |

Note: Detailed breakdown of estimate and method of arriving at these estimates may be attached as separate sheet. Please specify which formal technique / method of estimation has been used and assumptions if any made during the process of estimation.

APPENDIX C SCOPE OF WORK

APPENDIX D SPECIFIC REQUIREMENTS

Specific requirements of **DEPARTMENT / OFFICE** to be fulfilled by the service provider

- The vendor needs to develop interface for integration of solution among IT solutions of DEPARTMENT / OFFICE and other related bodies of government i.e. District DEPARTMENT / OFFICE's common modules, website, citizen centric applications etc, developed by same or other vendors for other related offices.
- Share data model information with other vendors to enable standardization across Government bodies and TSP-GR vendors, GIL will be the coordination agency for this.
- 3. Clearly define the standards (like coding, documentation, data model etc) and be guided by GIL in this regards
- 4. Study of existing software and its interface requirements with the new proposed systems. Service Provider should take care of integrations of existing applications that are already available with the new application software that the vendor would develop.
 - SP should use **XML** in order to provide interfaces for facilitating exchange of data through IT applications that he develops with the legacy applications as well as newly developed applications in future.
- 5. Service Provider would be responsible to port the existing data into the new IT Solution to be developed by them.
- 6. The Service Provider will create the necessary interface to enable data entry of old records from the existing manual registers / archives. Validation checks should be built into these interfaces.
- 7. Analyze user requirements in detail, brainstorm on reengineering the existing organization processes and evolve consensus within the whole organizational framework of DEPARTMENT / OFFICE to change/ re engineer the processes involved before they are automated through application software.
- 8. Gujarati is widely used in government bodies and offices for administrative reporting and communications. It is desired that developed solution should support both the languages i.e. English/Gujarati wherever required.
- Recommend and implement security model encompassing security policy, access control, accountability policies, data confidentiality polices, data integration policies audit trails etc. and recommend security practices including internal security, security against external threats, anti virus usage etc.
- 10. Defining standards that will be used for the design and implementation of the system in order to achieve consistency, flexibility, reuse, and ease of maintenance.

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- 11. Prepare test specifications and testing plan with test data. Test the system using predefined specifications and criteria at different levels of granularity and submit the test report to GIL/DEPARTMENT / OFFICE for verification before implementation. Perform unit testing, system testing and integration testing.
- 12. Plan for the User Acceptance Testing of the system, define the Acceptance Test Criteria, and support the DEPARTMENT / OFFICE during User Acceptance Testing.
- 13. Implement the software at stipulated locations after completion of various testing at mutually agreed location.
- 14. **Salient Features:** The IT solution should have following salient features:
 - ✓ Data to be captured at source.
 - ✓ Data to be entered only once and used multiple times.
 - ✓ Integrated system supporting any number of users.
 - ✓ Continuous information flow
 - ✓ Adequate Error Handling procedures
 - ✓ Adequate application coverage
 - ✓ Uniform MIS
 - ✓ Multiple levels of security controls with security services to include identification, authentication, access control, administration and audit.
 - ✓ Exhaustive and reliable data storage
 - ✓ Generation of standard and typical reports
 - ✓ Workflow automation solution
 - ✓ Monitor information flow and provide load balancing in case of large volume of requests.
 - ✓ The architecture of solution to be based on open, interoperable standards.

 The architecture should be scalable and capable of delivering highperformance in varied conditions.
 - ✓ The architecture and design features should enable adoption of multiple delivery channels Intranet, Internet, various communication modes, kiosks etc.
- 15. **Benefits:** The IT Solution should help **DEPARTMENT** / **OFFICE** realize following benefits:
 - ✓ Elimination of duplication of work
 - ✓ Increased efficiency Executives enabled to spend more quality time on main business than on less efficient work.
 - ✓ Reduced cost & time of service
 - ✓ Rationalization of resources
 - ✓ Readily available information with 24 x 7 x 365 access.
 - ✓ Better client-relation
 - ✓ Better reporting structure
 - ✓ Better performance
 - ✓ Transparency and accountability
 - ✓ Prompt communication
 - ✓ Increased coordination and cohesiveness within the organization