

Request for Proposal
For
Selection of Total Solution Provider to Study, Design,
Development, Implementation, Data Migration, Hand-
Holding and Operation & Maintenance Support
for
Web Based Integrated Financial Accounting,
Management Information & Decision Support System
(IFA&MIS)
For
Gujarat State Financial Services Ltd.
(GSFS)

(Tender no: SW18092014057)

Bid Processing fees: Rs. 25,000/-



Gujarat Informatics Ltd
Block no. 1, 8th floor, Udhyog Bhavan,
Sector-11, Gandhinagar-382017, Gujarat
Ph No. 23259237, 23259240 Fax: 23238925.
Email: info@gujaratinformatics.com
Website: www.gujaratinformatics.com

Last date of submission of queries: 24th September, 2014 upto 1500 hrs
Date of Pre-bid meeting: 1st October, 2014 at 1500 hrs
Last date for submission of Online Bids: 17th October, 2014 upto 1500 hrs.
Date of opening of Technical bids: 17th October, 2014 at 1600 hrs.

Proprietary& Confidential

No part of this document can be reproduced in any form or by any means, disclosed or distributed to any person without the prior consent of the GSFS, except to the extent required for submitting bid and no more.

The information contained in this document is only disclosed for the purpose of enabling you to submit a proposal to the GSFS/GIL in accordance with the requirements of this document. This document should not therefore be used for any other purpose under any circumstances.

This document contains proprietary information furnished for evaluation purposes only; except with the written permission of the department, such information may not be published, disclosed, or used for any other purpose. You acknowledge and agree that this document and all portions thereof, including, but not limited to, any copyright, trade secret and other intellectual property rights relating thereto, are and at all times shall remain the sole property of the department and that title and full ownership rights in the information contained herein and all portions thereof are reserved to and at all times shall remain with the department. You agree to take utmost care in protecting the proprietary and confidential nature of the information contained herewith.

Table of Contents

1.	SECTION – I: INVITATION TO RFP.....	5
1.1.	RFP Notice.....	5
1.2.	Important Information.....	6
2.	SECTION 2: INSTRUCTIONS TO BIDDERS	8
2.1.	Definitions.....	8
2.2.	SOURCES OF FUNDS	8
2.3.	Pre-Qualification Criteria	9
2.4.	Cost of Tender Document.....	10
2.5.	Content of Bidding Document	10
2.6.	Pre-Bid Conference	10
2.7.	Amendment to RFP.....	10
2.8.	Language of Bid.....	10
2.9.	Documents Comprising the Bid.....	11
2.10.	Bid Form	11
2.11.	Bid Prices	11
2.12.	Bid Currency.....	12
2.13.	Bid Security - Earnest Money Deposit (EMD).....	12
2.14.	Validity of proposal	12
2.15.	Preparation of Proposal	12
2.16.	Contents of Envelopes.....	13
2.17.	Submission, Receipt & Opening of proposal	13
2.18.	Opening of Bids by GSFS/GIL.....	13
2.19.	Clarification of Bids	14
2.20.	Preliminary Examination.....	14
2.21.	Methodology & Criteria for Technical, Commercial and final evaluation	14
2.22.	GSFS/GIL's Right to vary quantities of work at the time of award of contract	17
2.23.	Award of Contract	18
2.24.	GSFS/GIL's Right to Accept Any Bid and to reject any or All Bids.....	18
2.25.	Notification of Awards	18
2.26.	Signing of Contract	18
2.27.	Performance Bank Guarantee	18
2.28.	Confidentiality	19
2.29.	Cost of Bidding	19
2.30.	Disqualification.....	19
2.31.	Binding Clause	19
3.	Requirement of GSFS	20
3.1.	SCOPE OF WORK.....	20
3.2.	Help Desk	26
3.3.	Project Phases:	26
3.4.	Details of the activities	29
3.5.	Proposed timelines for Implementation.....	31
5.	SECTION VI: PAYMENT TERMS	32
5.1.	Payment Schedule.....	32
5.2.	Payment Procedure.....	32
6.	SECTION VII: SERVICE LEVEL AGREEMENT (SLA) & PENALTY CLAUSE	33
6.1.	Definitions.....	33
6.2.	Categories of SLAs	33

7.	SECTION VIII: ROLES & RESPONSIBILITIES OF STAKEHOLDERS	36
7.1.	Gujarat State Financial Services Ltd (GSFS)	36
7.2.	Gujarat Informatics Limited (GIL)	36
7.3.	TSP/Bidder:	37
8.	SECTION IX: GENERAL TERMS & CONDITIONS	38
8.1.	Application.....	38
8.2.	Relationship between parties	38
8.3.	Standards of Performance	38
8.4.	Delivery and Documents	38
8.5.	TSP Personnel.....	38
8.6.	Applicable Law	38
8.7.	Use of Contract Documents and Information	39
8.8.	Governing Language.....	39
8.9.	Intellectual Property Rights	39
8.10.	Inspection/Testing	39
8.11.	Change Request Orders	41
8.12.	Suspension	41
8.13.	Termination	41
8.14.	Termination for Default	42
8.15.	Fraud & Corruption	42
8.16.	Force Majeure	43
8.17.	Payments in case of Force Majeure.....	43
8.18.	Termination for Insolvency.....	43
8.19.	Resolution of Disputes.....	43
8.20.	Arbitration.....	44
8.21.	Contract Period	44
8.22.	Agreement Amendments.....	44
8.23.	Limitation of Liability.....	44
8.24.	Severability:	45
8.25.	Maintenance service including Warranty Support:.....	45
8.26.	Taxes and Duties.....	45
8.27.	Legal Jurisdiction	45
8.28.	Notice	45
9.	SECTION: X ANNEXURES.....	46
9.1.	FORM II: Particulars of the Bidder's Organization	46
9.2.	FORM III - Performance Bank Guarantee	47
9.3.	FORM IV: Performance Statement	49
9.4.	FORM V: Project Team	50
9.5.	Data Migration Strategy	51
9.6.	FORM VI: Financial Bid.....	52
9.7.	FORM VIII: Self Declaration	55

1. SECTION – I: INVITATION TO RFP

1.1. RFP Notice

GIL on behalf of Gujarat State Financial Services Ltd. (GSFS) invites bids for Selection of Total Solution Provider to Study, Design, Development, Implementation, Data Migration, Hand-Holding & Operation & Maintenance Support for Web based Integrated Financial Accounting, Management Information & Decision Support System.

This RFP is for appointment of a Total Solution Provider to Study, Design, Development, Implementation, Data Migration, Hand-Holding & Operation & Maintenance Support for 5 years for Web based Integrated Financial Accounting, Management Information & Decision Support System.

The bidder, who intends to participate in this bid, is required to follow the below mentioned stages:

- Pre-bid conference
- Technical & Financial Bid Submission
- Opening of Eligibility Documents
- Evaluation of Eligibility Documents
- Opening of Technical Bid
- Evaluation of Technical bid
- Presentation on following points by all bidders :
 - Understanding of Scope of Work
 - Approach & Methodology
 - Experience of similar kind of project/s and execution in other state/s
 - Implementation Strategy
 - Manpower / Resource deployment
 - Project Plan / Timelines
 - Bill of Material
 - Proposed Value additions
- Opening of Financial bids of all qualified bidders
- The bidder achieving the highest combined technical and financial score will be invited for negotiations and awarded contract.

Interested companies may download the RFP document from the website www.gujaratinformatics.com & <https://gil.nprocure.com>.

The bids must be submitted online through <https://gil.nprocure.com>. However the eligibility documents and technical bids must be submitted physically at GIL also.

GSFS/GIL reserves the right to reject any or all the Proposals in whole or part without assigning any reasons.

Minimum absolute technical score to qualify for commercial evaluation is 70.

Financial bids of only those bidders who qualify on the basis of evaluation of technical bids will be opened.

The bidder shall submit the **DD of Rs. 25,000/-** towards bid processing charges and **Rs. 35,00,000/-** towards bid security amount/EMD in sealed cover. The sealed cover should super

scribe as "bid processing fees & bid security/EMD for the RFP for Total Solution Provider to Study, Design, Development, Implementation, Data Migration, Hand-Holding & Operation & Maintenance Support for Web based Integrated Financial Accounting & Management Information System. Bid Processing fees & EMD must be in the form of Demand Draft in the name of "Gujarat Informatics Ltd." payable at Ahmedabad /Gandhinagar along with the covering letter with a **validity of 3 months**.

1.2. Important Information

Sr. No.	Information	Details
1.	Last date of submission of Queries by email on vipulp@gujarat.gov.in	24th September, 2014 upto 1500 hrs
2.	Date & Place of Pre-bid meeting	1st October, 2014 at 1500 hrs
3.	Last date and time for submission of EMD & Bid Processing fees in GIL (physically)	17th October, 2014 upto 1500 hrs
4.	Last date and time for submission of eligibility & technical bids (online as well as physically) and Financial bid online	17th October, 2014 upto 1500 hrs
5.	Date and time for opening of Bids	17th October, 2014 at 1600 hrs
6.	Place for submission of EMD & bid processing fee, EMD and opening of Bids	Conference Room, Gujarat Informatics Ltd. Block No. 1, 8th Floor, Udyog Bhavan, Gandhinagar.
7.	Place, date and time for technical Presentation	The place, date and time for technical presentation will be given to the eligible bidders later on.
8.	Contact person for queries	Dr. Neeta Shah Director (e-Governance), Gujarat Informatics Limited neetas@gujarat.gov.in vipulp@gujarat.gov.in
9.	Address for communication	Director (e-Governance), Gujarat Informatics Ltd. Block No. 1, 8th Floor, Udyog Bhavan, Gandhinagar E-mail: neetas@gujarat.gov.in ,

		vipulp@gujarat.gov.in Phone: 91-79-23256022, 59237 Fax: 91-79-23238925
10.	Place, date and time for opening of financial/commercial bids	The place, date and time for opening of financial/commercial proposal will be given to the technically qualified bidders later on.
11.	Bid validity	180 days

NOTE: Please note that this bid document is not for actual award of contract / work order but for Total Solution Provider to Study, Design, Development, Implementation, Hand-Holding & Operation & Maintenance Support for Web based Integrated Financial Accounting, Management Information & Decision Support System according to the scope given in this bid document.

2. SECTION 2: INSTRUCTIONS TO BIDDERS

2.1. Definitions

- 2.1.1 "Applicable Law" means the laws and any other instruments having force of law in India from time to time.
- 2.1.2 "Proposal/bid" means proposal submitted by bidders in response to the RFP issued by GIL/GSFS for selection of Total Solution Provider.
- 2.1.3 "Competent Authority" means the GSFS.
- 2.1.4 "Committee" means committee formed by the GSFS for the purposes of processing and evaluation of this bid
- 2.1.5 "Contract Value" means the price payable to the selected firm/company under the Contract for the complete and proper performance of its contractual obligations.
- 2.1.6 "Total Solution Provider" means any private or public entity, which will provide the services to GSFS under the contract.
- 2.1.7 "Contract" means the Contract signed by the parties along with the entire documentation as specified in the RFP.
- 2.1.8 "Day" means Working day.
- 2.1.9 "Effective date" means the date from which the contract comes into force and effect.
- 2.1.10 "Government" means State Government of Gujarat.
- 2.1.11 "GSFS" means Gujarat State Financial Services Ltd.
- 2.1.12 "Rules" means the applicable rules under different statutes, Acts, Rules, Government Resolutions, and Circulars in relation to personal management of employees in Gujarat Government.
- 2.1.13 "GIL" means Gujarat Informatics Limited, Block No.1, 8th Floor, Udyog Bhavan, Gandhinagar – 382 017, Gujarat.
- 2.1.14 "Personnel" means professional and support staff provided by the TSP and assigned to perform services to execute an assignment and any part thereof.
- 2.1.15 "Services" means the work to be performed by the TSP pursuant to the selection by GSFS and to the contract to be signed by the parties in pursuance of any specific assignment awarded to them by GSFS.
- 2.1.16 "Go live" means completion of solution as per the complete scope of work and successful testing of entire solution in respect of at least one entry of each module. In case customization of all the modules is completed but the testing or actual use of the product gets delayed, third party may be appointed for certifying the same.

2.2. SOURCES OF FUNDS

GIL is inviting the proposal for selection of Total Solution Provider to Study, Design, Development, Implementation, Hand-Holding & Operation & Maintenance Support for Web based Integrated Financial Accounting, Management Information & Decision Support System according to the scope given in this bid document.

The Work Order will be placed to the selected TSP by GSFS directly and the payment for the services mentioned in the said work order will be made directly by GSFS from their own sources of funds as per the financial terms and conditions mentioned in this document.

2.3. Pre-Qualification Criteria

The bidders meeting the following pre-qualification criteria will be short listed and considered for technical evaluation.

Sr. No.	Pre-Qualification Criteria	Attachments
1	The bidder should be a company registered under the relevant Companies Act, for a minimum period of 5 years.	Certificate of incorporation
2	Bidder should be an established Information Technology Company/ IT System Integrator and should have been engaged in similar IT projects/solutions business for a period of at least five years as on 31.03.2014	Work Orders / Client Certificate confirming year and area of activity.
3	The bidder must have valid CMM / CMMI Level 3 Certification.	Valid copy of the Certificate
4	The bidder should have demonstrable expertise and experience in developing web based integrated IT solutions involving all the phases of SDLC (Software Development Life Cycle). The bidder must have completed at least 3 (Three) such Integrated IT projects involving all the phases of SDLC having minimum cost of Rs. 1 Crore each.	The bidder must submit details of such projects undertaken along with clients' completion certification/letter.
5	The bidder must have turnover of at least Rs. 20 Crore for each of the last three financial years or Cumulative of Rs. 60 Crores in last three years as on 31 st March, 2014 from Software/IT product Development and Support service activities. It should not include Hardware procurement projects.	Audited and Certified Balance Sheet & Profit/Loss Account of last 3 Financial Years. Also CA certificate mentioning turnover of Software/IT product Development and Support service activities
6	The bidder must give undertaking duly signed & sealed by Authorized Signatory that if this contract is awarded to them, they will employ all the resources with the necessary capabilities catering to different phases of SDLC, as defined in the scope of work. Resources needs to be Deployed at GSFS Office at Ahmedabad.	Relevant undertaking.
7	Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Gujarat and / or black-listed by Gujarat Government departments or its PSU in the State.	Certificate mentioning that the Bidder is never been engaged in any corrupt & fraudulent practices and has never been black listed by any Gujarat Government Department or its PSU in the State. Form VIII – Self Declaration
8	Bidder should not have violated / infringement of any Indian or foreign trademark, patent, registered design or other intellectual property rights.	Certificate / affidavit regarding non-violation / infringement of any Indian or foreign trademark, patent, registered design or other intellectual

		property rights.
9	The Bidder must have a valid Service Tax Registration in India.	Proof of a valid Service Tax Registration in India.
10	The bidder shall have the experience of at least one such projects of Financial Accounting System supply, installation and configuration along with adequate facilities and arrangement for support of solution for a period of at least three years in India.	Copies of work orders along with completion certificate.
11	No Consortium will be allowed.	

2.4. Cost of Tender Document

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

2.5. Content of Bidding Document

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 bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

2.6. Pre-Bid Conference

A prospective Bidder requiring any clarification of the bidding documents may seek clarifications of his/her queries submitted on the date indicated under section 1.2 of this document. GSFS/GIL will discuss the queries received from the interested bidders in the pre-bid meeting and respond the clarifications by uploading on the website. The interested bidder should send the queries as per the following format:

Bidder's Request For Clarification			
Name of Organization submitting request		Name & position of person submitting request:	Address of organization including phone, fax, email points of contact
Sr. No.	Bidding Document Reference (Clause /page)	Content of RFP requiring clarification	Points of Clarification required
1			
2			
3			
4			

2.7. Amendment to RFP

2.7.1 At any time prior to the deadline for submission of bids, GSFS/GIL may, for any reason, whether on its own initiative or in response to a clarification request, modify the bidding documents.

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

2.8. Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and GSFS/GIL shall be in English language.

2.9. Documents Comprising the Bid

2.9.1 The technical Bid & Financial Bid must be submitted online through the e-tendering website of <http://gil.nprocure.com> using digital signature.

2.9.1.1. The bid documents and addendums (if any) together shall be considered as final and self-contained bid documents not withstanding any previous correspondence or document issued by GIL/GSFS.

2.9.1.2. The bid security of **Rs. 35,00,000/- (Rupees Thirty Five Lacs Only)** and bid processing fee of **Rs. 25,000/- (Rupees Twenty Five Thousands Only)** are to be submitted physical in the form of DD (Demand Draft) favoring of **Gujarat Informatics Ltd, Gandhinagar** in sealed cover clearly mentioning that "EMD & Bid Processing Fee of the Tender for Total Solution Provider to Study, Design, Development, Implementation, Data Migration, Hand-Holding & Operation & Maintenance Support for Web based Integrated Financial Accounting & Management Information System" at GIL on the address mentioned in Section-1.

2.10. Bid Form

2.10.1 The Bidder shall complete the Technical Bid and Financial Bid furnished with this document giving details as per the format mentioned in the e-Tendering website <https://gil.nprocure.com>. The bidder shall also complete the bid form as per section VI and submit it with the financial Bid on <https://gil.nprocure.com>.

2.11. Bid Prices

2.11.1 The Bidder shall indicate the prices in the format mentioned in the e-Tendering website <https://gil.nprocure.com>.

2.11.2 Following points need to be considered while indicating prices:

2.11.2.1. 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 as indicated by GSFS/GIL

2.11.2.2. The rates of any Indian duties, sales tax, service tax and other taxes which will be payable by the Client on the goods/ services (if any) if this contract is awarded, should be quoted separately,

2.11.3 The Bidder's separation of the price components will be solely for the purpose of facilitating the comparison of bids by GSFS/GIL and will not in any way limit the Client's right to contract on any of the terms offered.

2.11.4 Sharing of responsibility (between GSFS and the bidder) of procurement of various types of software shall be as under:

2.11.4.1. The price quoted shall be inclusive of Study, Design, Development, Implementation, Data Migration, Hand-Holding & Operation & Maintenance Support for Web based Integrated Financial Accounting, Management Information & Decision Support System for the period of contract.

2.11.4.2. Bidder is expected to fill the rates/amount for all items in Financial Bid format. However, in case, the bidder chooses to quote zero, nil amount or blank, it will be his risk and the same shall in no way restrict the scope of the work. Any rate quote field kept blank would imply that bidder is quoting zero prices for that item.

2.11.4.3. The full IPR Web based Integrated Financial Accounting, Management Information & Decision Support System solution shall rest with the GSFS.

2.12. Bid Currency

Prices shall be quoted in Indian rupees only.

2.13. Bid Security - Earnest Money Deposit (EMD)

- 2.13.1 Earnest Money Deposit **Rs. 35,00,000/- (Rupees Thirty Five Lacs only)** in the form of DD in favour of "Gujarat Informatics Limited" payable at Gandhinagar.
- 2.13.2 Proposals not accompanied by EMD shall be rejected as non-responsive.
- 2.13.3 The successful bidder's bid security will be discharged from GIL only after the signing of the contract and submission of performance security.
- 2.13.4 Unsuccessful bidder's EMD will be discharged / refunded as promptly as possible, but not later than 30 days of the validity period of the bid.
- 2.13.5 The EARNEST MONEY DEPOSIT shall be forfeited:
- a) if a Bidder withdraws its bid during the period of bid validity
 - b) in case of a successful Bidder, if the Bidder fails:
 - i. to sign the Contract as mentioned above or
 - ii. to furnish performance bank guarantee as mentioned above or
 - iii. If the bidder is found to be involved in fraudulent practices.

2.14. Validity of proposal

- 2.14.1 Proposals shall remain valid for a period of 180 days (one hundred eighty days) after the date of financial bid opening prescribed in the RFP. A proposal valid for shorter period may be rejected as non-responsive. GSFS/GIL may solicit the bidders' consent to an extension of proposal validity (but without the modification in proposals).
- 2.14.2 In exceptional circumstances, GIL may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security period provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be permitted to modify its bid.
- 2.14.3 Bid evaluation will be based on the bid prices and technical bid without taking into consideration the above corrections

2.15. Preparation of Proposal

- 2.15.1 The proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings shall not be valid.
- 2.15.2 The proposal shall be typed or written in indelible ink (if required) and shall be initialed on all pages by authorized representative of the bidder to bind the bidder to the contract. The authorization shall be indicated by Board Resolution/ Power of Attorney/ Letter of Authority (LoA) and shall accompany the proposal
- 2.15.3 In addition to the identification, the covering letter (Form 1) shall indicate the name and address of the bidder to enable the proposal to be returned in the case it is declared late pursuant, and for matching purposes.
- 2.15.4 The information submitted must be definitive and specific. Vague terms, incomplete information, counter offers, and 'uncalled for' correspondence shall not be entertained.
- 2.15.5 Alteration / Rewording / Deletion / Correction of any part in the Tender Document are not permitted. If found in any bid proposal, bid may be liable to be rejected without prior intimation to the bidder.
- 2.15.6 Bidder is required to submit the complete proposal along with required forms etc on <https://gil.nprocure.com>. The proposal shall be exactly according to the presented formats given on the <https://gil.nprocure.com>. The technical response should be concise. Any response not as per the specified format may be liable to be rejected. No marketing

literature pertaining to the bidder should be enclosed along with the proposal. If enclosed, it may be treated as disqualification.

- 2.15.7 Committee would ask Bidder(s) for detailed presentations. All such presentations shall be at the cost of bidder.
- 2.15.8 The envelope of the EMD & Bid processing fee should be addressed to:
The Director (e-Governance)
Gujarat Informatics Ltd.
Block No. 1, 8th Floor,
Udyog Bhavan, Gandhinagar
Gujarat – 382010
- 2.15.9 The bidder is expected to examine carefully all instructions, forms, terms and specifications in the Tender document. Failure to furnish all information required in the Tender Document or submission of a proposal not substantially responsive to the Tender Document in every respect will be at the bidder's risk and shall result in rejection of the proposal.

2.16. Contents of Envelopes

- 2.16.1 Envelop 1: DDs of EMD & Bid processing Fees
- 2.16.2 Envelop 2: Documents related to Eligibility Criteria
- 2.16.3 Envelop 3: Documents related to Technical Bid

2.17. Submission, Receipt & Opening of proposal

- 2.17.1 Submission of Bids:
- The Bidder shall submit the Eligibility Bid, Technical Bid and a Financial Bid as per the format mentioned in the e-Tendering website <https://gil.nprocure.com>. The bidder shall also complete the bid form as per Form I and submit it with the financial bid on <https://gil.nprocure.com>.
 - Telex, cable, e-mailed or facsimile bids will be rejected.
- 2.17.2 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 tendering authority, the bid shall be opened at the appointed time and location on the next working day.
- 2.17.3 The bidder's names, bid modifications or withdrawals, bid prices and the presence or the absence of requisite bid security and such other details as GIL, at his discretion, may consider appropriate, will be announced at the time of opening.
- 2.17.4 Bids that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances.
- 2.17.5 Prices shall be quoted in Indian Rupees Only.

2.18. Opening of Bids by GSFS/GIL

- 2.18.1 GSFS/GIL will open all bids (only eligibility stage at the first instance), in the presence of all Bidders or their representatives who choose to attend, and at the following address:
**Gujarat Informatics Ltd,
Block no .1/8, Sector-11,
Udyog Bhavan,
Gandhinagar- 382010**
- 2.18.2 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 GSFS/GIL office, the Bid shall be opened at the appointed time and location on the next working day.

- 2.18.3 The bidder's names, bid modifications or withdrawal, bid prices, discounts, and the presence or the absence of requisite bid security and such other details, as GIL, at its discretion, may consider appropriate, will be announced at the time of opening. No Bid shall be rejected at the opening, except for late bids, which shall be returned unopened to the bidders.
- 2.18.4 Bids and modification sent that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances.
- 2.18.5 The technical bid of only those bidders who are matching the eligibility criteria will be opened and subsequently, the 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.

2.19. Clarification of Bids

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

2.20. Preliminary Examination

- 2.20.1 GSFS/GIL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 2.20.2 Prior to the detailed evaluation, GIL will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one, which confirms to all the terms and conditions of the bidding documents without material deviation. Deviations from or objections or reservations to critical provisions such as those concerning performance security, Warranty, Applicable law and Taxes and duties will be deemed to be material deviations. GSFS/GIL determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 2.20.3 If a Bid is not substantially responsive, it will be rejected by GSFS/GIL and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 2.20.4 Conditional bids are liable to be rejected.

2.21. Methodology & Criteria for Technical, Commercial and final evaluation

- 2.21.1. GIL/GSFS will form an evaluation Committee or it may be done by I.T. Committee which will evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, GIL/GSFS, may, at its discretion, ask the bidders for clarification of their Technical Proposals.
- 2.21.2. The developed application should be modular, flexible, and interoperable and its design should support migration of legacy data & linkages provision to State & Central govt. departments. Data Entry modules should be online as well as offline as per the case, if data entry is done offline there should be provision of uploading. System design, development, Data Entry, Statistical Analysis and Reporting Solution should be provided by considering the following parameters. Statistical Analysis and Reporting Solution should be delivered using a Single OEM Suite:
Note: - Every page of Technical Compliance Sheet will be signed by Bidder without overwriting. Whenever required the proof for every commitment has to be submitted, Technical brochures should be attached where ever available)

2.21.3. The bidder/bidder would be asked to present the entire solution, implementation plan including training and application / technical support for the successful completion of the project. 50% weightage would be given to the technical bid based on the following criteria:

Sr. No.	Particulars	Points System	Max. Marks
A. Organizational Strength			
1.	Years of Existence as Information Technology Company/ IT System Integrator and should have been engaged in similar IT projects/solutions business as on 31.03.2014	5=3 6-8=4 >8=5	5
2.	Demonstrable expertise and experience in developing web based integrated IT solutions involving all the phases of SDLC (Software Development Life Cycle)	3 - 5 projects = 5 6 - 8 projects = 8 9 - 10 projects = 12 > 10 projects = 15	15
3.	Average Turnover of last three years 31 st March, 2014 from Software/IT product Development and Support service activities. It should not include Hardware procurement projects.	Rs.20– Rs.50 Crores =3; Rs.51– Rs. 100 Crores =5; Rs. 101– Rs. 150 Crores = 8; >= Rs. 151 Crores = 10;	10
4.	The bidder must have valid CMM / CMMI Level 3 Certification.	CMM / CMMI level 3=3 CMM / CMMI level 5=5	5
5.	The bidder should have at least 100 full time IT professionals, involved in Project Management, System design, System analysis, software development & coding, Testing and on its own payroll	101– 150= 4 151 - 200 = 6 201- 250 = 8 >250 = 10	10
6.	Experience of similar projects of Total Solution Provider to Study, Design, Development, Implementation, Hand-Holding & Operation & Maintenance Support for Web based Integrated Financial Accounting/ Management Information & Decision Support System along with adequate facilities and arrangement for support of solution in last three years in India.	1 - 3 projects = 5 4 - 5 projects = 10 > =6 projects = 15	15
		Sub Total (A)	60
B. Technical Solution Offered – Evaluated based on the presentation			
1.	Bidders understanding of the current GSFS systems and processes clearly supported by an appropriate work plan . Bidder should clearly highlight the following in their work plan:- - Bidders understanding of GSFS - Key Requirements		10

Sr. No.	Particulars	Points System	Max. Marks
	<ul style="list-style-type: none"> - Structure of GSFS as understood by bidder - Tasks and efforts - Project milestones and deliverables - Resource Deployment - Dependencies - Training and hand-holding support needs - Five year operational support 		
2.	Proposed Technical Approach and Solution structure addressing but not limited to the following items: - <ul style="list-style-type: none"> - Methodology - Deployment architecture, - Availability and scalability of proposed solution - Development and Deployment Platforms - Security - Conformance to industry standards - Strategy for data management 		10
3.	Team proposed by Bidder supported by resumes (The bidder has to submit proposed development team structure and on-going maintenance team structure with the role and responsibility description, as part of the bidder technical bid document.)		10
4.	Data Migration and other operational support aspects that will be required during the operational support period (The bidder has to submit the data migration strategy with assurance of the creation of a trusted data source – DW)		05
5.	Capacity Building <ul style="list-style-type: none"> - Training Program - Handholding Support and reinforcement 		05
		Sub Total (B)	40
Technical Marks (TM) (A+B)			100
Minimum Qualifying Scores			70

Technical Bid Evaluation:

Technical Bid will be assigned a technical score (Tb) out of a maximum of 100 points. Bidders with technical score of 70 and above will qualify for the evaluation in the commercial process.

Note! Minimum absolute technical score to qualify for commercial evaluation is 70.

Technical Bid Evaluation:

The technical score of a bidder 'Tb' will be assigned to the bidder & it will be awarded based on the Technical Evaluation Criteria as specified above. GSFS's decision in this regard shall be final & binding and no further discussion will be held with the bidders whose bids are technically disqualified / rejected. Bidders with technical score of 70 and above will qualify for the evaluation in the commercial bids. The total technical scores achieved by the bidders shall be shared with the bidders & under any circumstances the breakup of the technical score shall not be shared with the bidders.

Tb: Absolute Technical Score

Tmax: Maximum Technical Score

Tn: Normalized technical score of the bidder under Consideration

Normalized technical score (Tn) = $Tb/Tmax * 100$

Financial Bid evaluation:

The financial bids of only those bidders, who have scored at least 70 marks in the technical evaluation process, will be opened. The Financial Bids will be opened, in the presence of Bidders' representatives who choose to attend the Financial Bid opening on date and time to be communicated to all the technically qualified Bidders. The Bidder's representatives who are present shall sign a register evidencing their attendance. The name of bidder & bid prices will be announced at the meeting. The financial score of a bidder 'Fb' will be assigned to the bidder. 'Fb' will be the total financial quote made by the bidder (excluding the Optional Services quotes sought in the financial bid)

Fn = normalized financial score for the bidder under consideration

Fb = commercial quote for the bidder under consideration

Fmin = commercial quote of the lowest evaluated financial proposal

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

Normalized Financial Score (Fn) = $100 \times Fmin / Fb$

Final Evaluation of Bid

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

Final Score (S) = $Tn \times T + Fn \times P$

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

2.22. GSFS/GIL's Right to vary quantities of work at the time of award of contract

GSFS/GIL reserves the right to increase or decrease quantity of work by 25% without any change in the rate fixed or other terms & conditions, at the time of award of contract.

2.23. Award of Contract

On acceptance of Proposal for awarding the contract, GSFS/GIL will notify the successful bidders in writing that their proposal has been accepted and Contract Agreement will be signed. After signing of the Contract Agreement, no variations in or modifications of the terms of the Contract shall be made except by written amendment signed by all the parties.

2.24. GSFS/GIL's Right to Accept Any Bid and to reject any or All Bids

GSFS/GIL reserves 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 GSFS/GIL action.

2.25. Notification of Awards

2.25.1 Prior to the expiration of the period of the bid validity, GSFS/GIL will notify the successful bidders in writing, to be confirmed in writing by registered letter, that his bid has been accepted.

2.25.2 The notification of award will constitute the formation of the Contract.

2.25.3 Upon the successful Bidder's furnishing of performance security GSFS/GIL will promptly notify each unsuccessful Bidder.

2.26. Signing of Contract

2.26.1 At the same time as concerned GSFS/GIL notifies the successful Bidder that its bid has been accepted, GSFS will send the bidder the Contract Form, incorporating all the agreements between two parties.

2.26.2 Within 15 days of receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to GSFS and send copy to GIL.

2.27. Performance Bank Guarantee

2.27.1 The successful Bidder has to furnish a security deposit so as to guarantee his/her (Bidder) performance of the contract

2.27.2 The Successful bidder has to submit Performance Bank Guarantee @ 10% of project cost of financial bid within 15 days from the date of issue of Purchase order for the duration of warranty to be provided by any of Nationalized Bank as per the G.R. no. EMD/ 10/2013/ 107/DMO dated 06/04/2013 issued by Finance Department (The draft of Performance Bank Guarantee is attached herewith).

2.27.3 The proceeds of the Performance Bank Guarantee shall be payable to the Department as compensation for any loss arising from the bidder(s)'s failure to complete its obligations under the contract.

2.27.4 The Performance Bank Guarantee shall be denominated in Indian Rupees and shall be in following form:

A bank guarantee, issued by a public sector bank located in India to the Department, in the form provided in the bidding documents. Apart from public sector banks, a bank guarantee from only the following private banks will be accepted.

- a. IDBI Bank
- b. AXIS Bank
- c. HDFC Bank
- d. ICICI Bank

2.27.5 The Performance Bank Guarantee will be discharged by the Department and returned to the bidder(s) on completion of the bidder's performance obligations under the contract.

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

2.28. Confidentiality

Information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any bidder or any other persons not officially concerned with such process until the selection process is over. The undue use by any bidder of confidential information related to the process may result in rejection of its proposal. Except with the prior written consent of GSFS, no party, shall, at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

2.29. Cost of Bidding

All costs related to bidding shall be borne entirely by the bidder. Under no circumstances shall any queries / request for compensation in cases of rejection / disqualification etc. be entertained by GSFS/GIL.

2.30. Disqualification

GSFS may at its sole discretion and at any time during the evaluation process, disqualify any bidder, if the bidder has:

- 2.30.1 Submitted the Proposal documents after the response deadline.
- 2.30.2 Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- 2.30.3 Submitted a proposal that is not accompanied by required documentation or is non-responsive.
- 2.30.4 Failed to provide clarifications related thereto, when sought.
- 2.30.5 Declared ineligible by the Government of Gujarat, or any of the departments in the Gujarat State Government, for corrupt and fraudulent practices or has been blacklisted at the time of submitting the bid.
- 2.30.6 Submitted a proposal with price adjustment / variation provision.

2.31. Binding Clause

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

3. Requirement of GSFS

3.1. SCOPE OF WORK

Background:

Gujarat State Financial Services Ltd. (GSFS) is a wholly owned subsidiary of Government of Gujarat in which Government of Gujarat has 100% holding and is registered with R.B.I as a Non-Banking Finance Company. It has been given the mandate by the State Government to manage the surplus funds of various Government of Gujarat controlled organizations and PSUs of the State. Thus it acts as an in-house treasury manager to the various state owned entities. The State Government has directed all the State Government owned entities to park all their surplus funds with GSFS. In view of this, GSFS offers two options to the state owned entities for placement of their surplus funds, namely,

1. Placement for a fixed term having different tenors. GSFS deploys these funds primarily with the GoG entities which requires funds for short/medium/longer tenure at a competitive rate, and
2. For very short term wherein the concerned entities may place the funds for even one day and thereby earn interest on it. GSFS deploys these funds in the liquid instruments in order to honour the commitments of its clients. It provides fix interest which is presently 7.00% p.a. w.e.f. 1st September, 2013 to the concerned entities. This way, GSFS enables the state owned entities to earn interest on their funds for even one day which otherwise would have remained idle in the current accounts with banks.

The funds received by GSFS from the Government entities are provided to the other state owned entities, which are in need of funds, at a lower rate as compared to the other banks. This saves them from high borrowing costs. Moreover, GSFS also helps the state government by providing finance at a cheaper rate to enable it to prepay its high cost debts which even run into hundreds of crore of rupees and thereby reduce its substantial interest burden.

In short, the idea of formation of GSFS is to manage in-house funds of state owned entities. This results into the circulation of funds of Government entities within the ambit of State Government and its entities. Therefore, on one hand, the state owned entities get the benefit of getting attractive return on their funds while on the other hand these funds are made available to other such entities at a lower rate as compared to the market rate. All this ultimately provides a favorable impact on to the Government kitty.

Mission

To transcend the Ordinary. To nurture intellectual growth and freedom by adhering to the values of excellence, fairness and simplicity. To add value to the State economy and make every moment of existence meaningful.

Vision

GSFS shall be an institute where innovative financial strategies are designed to give the clients a competitive edge.

GSFS shall be professionally managed financial company providing financial services while meeting expectations of shareholders, society and employees.

GSFS team shall have the ability to face the challenges and come out with solutions that match the latest trends and requirements of the financial world for attaining global benchmarks.

GSFS shall foster a culture of caring, trust and continuous learning.

Objectives

- To provide professional treasury management services to Government of Gujarat controlled organizations.
- To maximize the shareholder's wealth by increasing the profitability of the company through effective and efficient management of resources.
- To create a win-win situation for the lender, borrower as well as company itself.

Fund Based Services

GSFS offers two products one of which is Liquid Deposit Scheme (LDS) and the second is the Inter Corporate Deposit (ICD). While LDS is generally opted by entities placing their funds for very short tenor of even one day, ICD is preferred by the entities wanting to deploy their funds for a longer tenor.

GSFS is wedded with the task of providing dual advantage of enhancing the returns of the Government of Gujarat entities as well as providing them enough liquidity. The details of both the products as are mentioned below.

- Inter Corporate Deposit (ICD)
- Liquid Deposit Scheme (LDS)
- Deployment

Resources Module:

Inter Corporate Deposit

GSFS pays interest rate for the different tenors towards the Inter Corporate Deposits placed by various Government of Gujarat entities. The present interest rates offered by GSFS for different tenors are as under:

(W.E.F. 1st September, 2013)

ICD Tenure	ICD Rate
15 days to 90 days	7.25% p.a.
91 days to 180 days	8.00% p.a.
181 days to less than 1 year	8.50% p.a.

1 year to 3 years	9.00% p.a.
-------------------	------------

Interest to be paid on premature withdrawal of ICD at 0.50% below the rate applicable for the period ICD has remained with GSFS. However, to extend more benefits to GoG entities, in cases of partial premature withdrawals, the remaining principal amount of ICD will continue at the original rate till maturity. In some special cases no premature penalty is charged.

Loan against ICD upto 85% of ICD amount can be availed at a rate which is 1% higher than ICD on which it is availed.

Interest is quarterly compounded. Interest paid to some entities on monthly, quarterly, half yearly and yearly basis.

TDS is deducted. Exemption on TDS by various entities: on specific TDS rate, on specific interest amount etc.

For Repayments, intimation to be raised before 2.00 p.m. on prior working day. No repayment on Saturdays.

MIS reports

Liquid Deposit Scheme

This scheme offers the facility of earning interest on funds of very short tenure, even for one day, which otherwise typically earn no interest lying in a current account and there are no other avenues for deployment of such funds.

Under this scheme, an organization can place funds with GSFS even for a day. GSFS parks these funds in money market operations ensuring maximum safety and liquidity. From 1st September, 2013 and onwards, the investor is paid fixed interest @7.00% p.a. on the funds placed by it in the Liquid Deposit Scheme.

Generally interest paid on every withdrawal but in some cases interest added to the principal on specific days. Interest paid to some entities on monthly and yearly basis.

TDS is deducted. Exemption on TDS by various entities: on specific TDS rate, on specific interest amount etc.

For Repayments, please intimate not later than 2.00 p.m. on prior working day. No fresh placements or repayment on Saturdays.

MIS reports

Credit & Investment Modules:

The preference for deploying funds by GSFS is Government of Gujarat controlled entities at competitive rate, which enhance their competitiveness also.

GSFS provides Financial Assistance to the Government of Gujarat entities in the form of following products:

1. Inter Corporate Deposit
2. Line of Credit
3. Short term and Medium Term Loan

Further, there are other avenues of investment such as G-Sec/Bonds/CDs/CPs/T-Bills which are purchased either directly from primary market or secondary market. Usually these instruments are held till maturity but they may also be sold before maturity.

Bank Deposits is also one of the investment avenues of GSFS.

In addition to the above, GSFS deploys its surplus funds:

- A) with Primary Dealers in ICDs which are linked with NSE-MIBOR rates having a 7-day or any other lockin period. ICDs are also placed at NSE-MIBOR + X basis points (which is variable) rate on interest on maturity /daily compounding basis (except on weekend and public holidays).
- B) In the Liquid/Debt schemes of Asset Management Companies wherein the returns are calculated daily on the basis of NAVs (Net Asset Value) of the respective schemes.

Short term Loans

- Tenure : Within One Year.
- Repayment : On Maturity with Interest. For loans having tenor of more than 3 months, interest is also payable on quarterly basis. In some cases, premature repayment is also done.
- Renewal : In some cases renewal is done.
- Security : PDC/Comfort Letter/ Demand Promissory Note
- Interest : Floating Rate of Interest

Medium / Long term Loans:

- Tenure : 1-3 Year.
- Repayment : EMI/PED
- Reschedule : Yes (Can be rescheduled in special case)
- Prepayment : Yes (In certain cases)
- Security : PDC/Comfort Letter/Demand Promissory Note
- Interest Calculation : Daily Rest
- Moratorium Period : Yes. Interest is payable on monthly or quarterly basis in moratorium period.
- Part Disbursement : Yes
- Interest : Floating Rate of Interest

MIS reports to be developed:**HR & Admin Modules:**

- Organization Structure
- Employee Database module which includes life cycle of each employee.
- Payroll module
- Leave policy module
- Employee dues module
- Statutory Compliances module
- Attendance module
- Personal Income tax module
- Asset and inventory module

MIS reports**Tentative Modules and MIS Reports are not limited to:**

- Re-scheduling/ restructuring of loans
- Day Book, Cash Book, Bank Book, Journal Book, Customer list, Supplier list
- Party wise and Consolidated general report
- Ageing analysis report in all the schemes with customized time limit as per requirement
- General Ledger, Trial balance, Profit and Loss account, Balance Sheet as per current revised schedule 6 and changes time to time, if any.
- Asset Liability Management reports
- Customer Information Module
- Signature & Photo Capture
- Loan Security Module
- Tax deduction at source as applicable as per the TDS exemption certificate issued by the authority and predefined criteria by GSFS
- Automatic calculation of penalty as applicable on pre-mature withdrawal of ICD.
- Standing instructions
- Reporting and MIS, regulatory and other requirements
- Monthly balance sheet
- Customer outstanding report

- TDS calculator on ICD as per requirement

The service provider shall be responsible to prepare the detailed BPR by interacting with the officials of GSFS and submit the same for approval of GSFS. Based on the approval, the Web based Integrated Financial Accounting, Management Information & Decision Support System shall be developed.

3.2 Operation & Maintenance Support

- The TSP has to provide the operation & maintenance for the period of 5 years.
- Resolution of errors/bugs (if any), software updates, changes in the software that may be necessary due to legal/statutory changes etc.
- Ongoing technical support for application
- Fine Tuning updates/patches reporting
- Fixing logical/run-time errors in the applications
- Development, Testing and Implementation for Bug-Fixes
- Generate reports on changes made in applications
- Generate reports on change requests given to support team
- System administration and database management support
- Development of new application release
- Deployment of new application on production servers
- Synchronize the application release in all application servers of GSFS, and Far DR
- Maintaining checklist for the status of deployment on all servers
- Monitoring & Reporting Server/ System performance

In addition to that, the TSP shall be responsible to design & develop all change requests without any extra cost to GSFS during the Operation & Maintenance period.

TSP bidder shall set up centralized helpdesk at GSFS to log complaints of the users and issue the log ticket number and communicate the corrective measure. TSP bidder shall provide Customer support interface with online, telephone and on-site support, and other deliverables as described below. The space for helpdesk facility would be provided by Govt. of Gujarat.

The scope of services to be offered by bidder is detailed below:

- Provide warranty/on-site maintenance product, software that shall be supplied and installed under this procurement throughout the period of contract as per SLA and also provide warranty execution/onsite maintenance of the S/W.
- Undertake Performance Tuning and ensuring optimum performance of the equipment supplied.
- The support coverage shall be as per the service window mentioned in the Section – “Service Level”.
- Provide manpower for operations, maintenance and onsite warranty support of all the existing and supplied items

Project Management Structure

The bidder needs to provide detailed Project Management Structure along with the required manpower for successful execution of project. The following are the details of the Project Management Services to be offered of Proposed Developed Application as defined in their respective Scope of Works:

- The objective of the Project Management Service is to provide a systematic approach to managing the project from inception through implementation for 5 year after Final Acceptance Test and finally delivery of the system / services.
- The project management involvement is throughout the entire project life cycle from Datacenter pre-planning, project kick-off, project inception, project design, Infrastructure implementation, deployment, FAT to project hand-over for operations and maintenance.
- **The bidder will put all his project development and execution resources at Ahmedabad at their own office. However for study and other requirement TSP will be provided three table space by GSFS. Whatever project related resources are indicated at the stage of evaluation of technical bid shall be assumed to be the project resource persons that bidder will put on the project.**
- Overall responsibility - To manage the Proposed Developed Application through to project delivery, implementation, customer acceptance and project closure.
- To setup and manage Project Management team consisting of all constituents who are involved in the roll out of the Successful implementation
- To enforce work process structure and methodologies to enable the project team to perform their tasks effectively
- Central tracking of all project status from inception to production
- To manage project plan schedules for timely delivery for all activities as mentioned in bid
- To manage Customer's expectations and communications
- To manage quality, issues and change and escalations of implementation
- To identify project variances and steps to be taken to recover to the project plan
- Reporting – To provide timely and accurate updates, reports and escalations to Gujarat State Financial Services Ltd and its designated Agency's senior management on the health of project delivery operations.
- To manage different Partners for the delivery of the project
- To highlight technology risks and red alerts, if any.
- To plan for live operation of the proposed systems
- To manage the deployment of the new systems
- To organize project reviews and evaluation
- To gather and manage project documentation
- To obtain sign-offs for project deliverables

TSP will be expected to work jointly with GSFS:

To carry out the above mentioned activities under Support services and Management and to adhere to uptime and SLA in the Bid, TSP shall provide the necessary Manpower.

3.2. Help Desk

- The TSP has to provide central help desk support for the contract period of 5 years (Helpdesk support may be provided by the **2 technical manpower** to be provided by TSP at GSFS)
- **Central Helpdesk will be located at the GSFS & the Helpdesk shall be operational 10:00 AM to 6:30 PM.**
- All problems/issues faced by officials need to be solved through helpdesk.

3.3. Project Phases:

Stage 0: Learning Phase

- The entire developer team will be given 3 days long crash course in understanding GSFS processes at GSFS office.

Stage I: Design Phase

- Document existing processes Levels of GSFS.
- Propose process Levels, based upon benchmarking / opportunities for improvement of processes.
- Identification and preparation of Business Process Reengineering requirement to achieve the proposed service levels, including legal changes required in processes.
- Documentation of To-Be Process maps in line with the BPR proposed of processes.
- Design the User Requirements Specification.
- Capacity Building / Training Plan
- Prepare System Requirement Specification (SRS) for application development
- Design the Change Management Plan
- Design and seek approval of the implementation Strategy from GSFS prior to the commencement of the implementation plan
- Design & documentation of Hardware, network architecture & other infrastructural requirements, based on applications to be developed and submit Bill of Material to the GSFS which will be procured by GSFS separately and procured.

Stage II: Implementation Phase

- Design, Development as per requirement, integration, Database migration, testing & Deployment
- Project monitoring and progress reporting to the GSFS on regular basis.
- Complete employee wide and entire solution wide roll out will be started within 3 months of award of contract and then completed in a years' timeframe once it is started. The TSP will work with GSFS to develop project implementation schedule immediately after the award of work order and will complete the schedule within a month's time.

Stage III: Application Testing and Project Go-Live

- Development of UAT procedures and test cases
- Bug fixing and incorporate feedback from Users.
- End User Training
- Rollout/Implementation of Application across all the locations mentioned in the geographical scope.
- Interface with front end delivery centers for application Go-Live
- Application Testing through EQDC and Security audit of the application through CERT-In empanelled agency.
- **Training and Implementation Facilitation**
 - The Department desires that the capacity and capability, so developed system should be of industry accepted standards that is achieved with effective training and hand holding.
 - As regards the training of users, the training should be given to **approx. 15 Users.**
 - The training needs to be arranged at GSFS.
 - 3 days for a normal user level
 - 15 days for Admin User

- All the logistic and travel arrangements of TSP's representative will be arranged by TSP. However the Department will provide the facility to their own employees. The training hall and other arrangements will be done by GSFS.

Stage IV: Post Implementation – Warranty and Support

- TSP will be responsible for providing support, in terms of product support, during contract period from the date of Go-Live of the application software and successful integration with the GSFS portal. The IT infrastructure will be placed at GSDC, Gandhinagar. Bidder may propose the support window coverage FMS team at GSFS for proposed solution. It includes only FMS team for application not for hardware and network.
- Depending on the size of the organization, a facility management team may span accordingly, minimum no. of proposed FM officials is as follows:

Site Location	No. of FM Officials
Central Location GSFS-HO including 1. DBA 2. Programmer 3. System Analyst 4. System Administrator	4
Help desk support	2
Hand holding support	2
Total	8

The selected agency shall be responsible to prepare the system design document of all the stages of SDLC as per CMMi level standards and submit the same to GSFS or authorized person of GSFS. Also, involved the authorized person at each stage of software development life cycle with proper training.

3.4. Details of the activities

3.4.1 Documentation

The TSP shall prepare all necessary documentation for the project, and provide them to the GSFS for review, approval, record, reference etc as mentioned in this RFP. ***The following is the list of deliverables (but not limited to) in the form of documents to be submitted by the TSP in the course of project implementation.***

- Detailed Project Management Plan
- Work break down structure
- Critical path document
- As-Is process Report for all the processes of services.
- Business Process Re-engineering report for the all the services of GSFS.
- To-Be process map based on the BPR report.
- User Requirement Specification documents for all the selected processes.
- Functional Requirement Specifications
- System/Software Requirement Specification (SRS) document containing detailed requirement capture and analysis including functional requirement, data flow, workflow based on the BPR report, interface specifications, application security requirements.
- High Level Software Design document including Software Architecture design, Logical and Physical Database Design etc.
- Low Level Software Design document including Programming Logic, Workflows etc.
- Software Testing Documentation (including details of defects/bugs/errors and their resolution)
- Test Plans and Test cases (including Unit Test Plan, System/Integration Test Plan)
- User Acceptance Test Plan, Security Test Plan, Load Test Plan)
- Software Configuration Management Plan
- Integration Plan with other applications
- Integration Test cases & results for applications developed
- Complete Source Code with documentation.
- Inspection and testing procedures manual including QA Policy as per EQDC Test Plans and Test cases (Functional testing, Volume testing, Stress/Load testing, Usability testing, Performance testing, Security testing, Facility testing, Configuration testing, Recovery testing, Documentation testing, Procedure testing, Install ability testing, Storage testing, Serviceability testing)
- Details study report for the requirement of IT Infrastructure and deployment architecture specification plan based on the application developed.
- Security Level Design Document & implementation of Security policy
- Risk Management Plan
- Business Continuity and DR Plan
- IT Service Management Plan
- Training Manuals and literature
- Systems Administration Manuals
- User manuals
- Installation Manuals
- Operational Manuals
- Maintenance Manuals
- Periodic Status and Review Reports

- Escalation Mechanism
- Exit Management Plan including the interim take over strategy and plan

3.4.2 Change Management

Introducing any change needs to consider the impact that change will have on all stakeholders – both within and outside the GSFS. It is therefore necessary, for the TSP, to formulate a change management strategy that encompasses the requirements of the end user and the employees. The TSP should ensure that change management starts from the project planning stage and continues throughout the life of the project. It is essential to understand that change management is not a onetime activity. It is a continuous activity propagating to complete life of the project and touching all the stakeholders involved in the project

The Change Management Plan suggests the key strategies needed to address the aforementioned change implications having highest impact.

The developer team shall have to prepare a draft change plan which it will present to the project team in GSFS for approval. After incorporating changes proposed by the GSFS, the developer team shall operationalize the change management plan. The basic contours of the plan have:

- Training to line department employees
- Training of software support professionals from GIL or GSFS
- One day training for each of the departments / HOD offices during rollout

3.5. Proposed timelines for Implementation

Activity	Completion Timelines (in Weeks)	Deliverables
Phase I – Design & Development of Software		
Project Initiation & Team Mobilization	T	Detail Project Plan Submission Detail of Resource to be deployed
Preparation of BPR, Design, Development, Implementation, Hand-Holding & Operation & Maintenance Support for Web based Integrated Financial Accounting, Management Information & Decision Support System	T1= (T + 24)	AS-IS report Submission Business Process Re-engineering Report Submission To-Be report (For all the modules already developed by other agencies and also the to be developed by TSP in the Conceptualization report) Submission FRS Submission SRS Architecture & DB design Report Submission Deployment Plan Submission
First Phase Testing, UAT & Training For Solution by the Bidder	T2= (T1+10)	Test Cases (GSFS will provide data for test cases) Test Reports UAT Sign-off Certificate (Administrative & Technical) will be given by the GSFS.
Roll out	T3 = T + 4	Implementation
Phase II – Go-Live		
Go-Live	T4= (T3 +8)	Certificate of successful integration and migration; Go live is stage when all modules have been integrated. Go live timeline will count only solution and Testing is complete.
Final Stage Testing	T5 = (T4 + 16)	Testing of complete application, bug fixes, one full set of reports in respect of one test case
Phase III - Operation & Maintenance Support after Go-Live		
Warranty and Operation & Maintenance Support after Go-Live	T6 = (T4 + 5 Year)	Monitoring Framework, Escalation Reports, and Reports with details of Support / Warranty Activities carried out.

Note: T - Date of Award of Contract.

5. SECTION VI: PAYMENT TERMS

5.1. Payment Schedule

Sl. No.	Activity	Payment (%)
1	Design and Development & Deployment	
	After successful completion of the 25% Development and UAT	30% payment will be released
	After completion of EQDC Testing & Security audit by CERT-In Empanelled security auditor and roll out of solution	40% payment will be released
	After successful deployment on the user platform and Go-live of the complete GISS solution.	25% payment will be released
	3 Months after successful deployment of the user interface and go live subject to rectification of bugs and errors or deficiencies as brought out	5% payment will be released
2	Operational & Maintenance of support of the application during the contract period of 5 years from the date of Go-live	Will be paid Quarterly after the end of each quarter.

5.2. Payment Procedure

- 5.2.1 The GSFS/GIL shall certify actual implementation. The TSP has to ensure proper hand-holding & support of the system.
- 5.2.2 TSP shall raise the component wise invoice as per the milestones achieved as mentioned above in the payment schedule & submit the invoice to GSFS.
- 5.2.3 GSFS/GIL shall verify the Invoice raised against the milestone achieved by TSP then GSFS shall make the payment.
- 5.2.4 The TSP's request(s) for payment shall be made to GSFS along with the 2 original copies of invoice and necessary documents. The invoice should be English / Gujarat based.
- 5.2.5 Payment shall be made in Indian Rupees. While making payment, necessary income tax and service tax deductions will be made.

6. SECTION VII: SERVICE LEVEL AGREEMENT (SLA) & PENALTY CLAUSE

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

6.1. Definitions

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

- "Uptime" shall mean the time period for which the specified services / components with specified technical and service standards are available to GSFS and users. Uptime, in percentage, of any Central IT component can be calculated as:
$$\text{Uptime \%} = (\text{uptime}) / (\text{Total Time} - \text{Maintenance Time}) * 100$$
- "Downtime" shall mean the time period for which the specified services / components with specified technical and service standards as per SLAs are not available to GSFS and users and excludes the scheduled outages planned in advance for the GSFS central IT infrastructure.
- "Incident" refers to any event / abnormalities in the functioning of GSFS specified services that may lead to disruption in normal operations of GSFS services.
- "Response Time" shall mean the time taken (after the incident has been reported at the concerned reporting center), in resolving (diagnosing, troubleshooting and fixing) or escalating to (the second level, getting the confirmatory details about the same and conveying the same to the end user), the services related troubles during the first level escalation.
- The resolution time: the resolution time is the time taken for resolution of the problem and this includes provisioning of the work around to immediately recover the situation. The resolution time shall vary based on the severity of the incident reported.

6.2. Categories of SLAs

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

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

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

6.2.1 Implementation related penalty of service levels

6.2.1.1. Customization & Development of Solution

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

Service Category	Target	Severity	Penalty
Successful completion of customization and development of Software of all the modules.	As per delivery Schedule	Critical	A Penalty of 0.5% of Part-1 of financial bid per week delay up to maximum of 5%.
Testing & UAT of all the modules.	As per delivery Schedule	Critical	A Penalty of 0.5% of Part-1 of financial bid per week delay up to maximum of 5%.
Product Training & Handholding Support of all the modules.	As per delivery Schedule	Medium	A Penalty of 0.5% of Part-1 of financial bid per week delay up to maximum of 5%.
Commissioning & Go-Live	As per delivery Schedule	Medium	A Penalty of 0.5% of Part-1 of financial bid per week delay up to maximum of 5%.

Note: If the bidder is not adhering to the individual milestones as defined in the delivery schedule, the cumulative penalty will be levied for the delayed weeks, at the sole discretion of GSFS. If delay exceeds maximum delay i.e. 10 weeks at the particular milestone, GSFS may have rights to terminate the contract. In that case the Performance Bank Guarantee of the bidder will be forfeited.

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

6.2.2 Operational Related Penalty**6.2.2.1. For Software Uptime**

#	Measurement	Target	Penalty
1	Product Availability Downtime required for maintenance, new initiatives undertaken by TSP or for Performance enhancement measures shall not be considered while calculating product availability. All major maintenance shall be carried out in a planned manner after announcing it across the platform. Any planned shutdown will be done only between 9 pm and 8 am.	>= 99%	INR 50,000 for every 10 hours of downtime at a stretch or in parts on a quarterly basis. And INR 10,000 for every subsequent hour of downtime at a stretch or in parts for total down time more than 10 hours on a quarterly basis.

6.2.2.2. User Interface

Assumption: 2 Mbps bandwidth Available

Event	Maximum Acceptable Response Time	Penalty
Displaying progress indicators, completing ordinary user commands (e.g. closing a window), completing background tasks (e.g. reformatting a table) i.e. Application fine-tune	1 second	Rs. 50/- per Instance
Displaying a graph or anything else a typical user would expect to take time (e.g. displaying a new list of all a company's personnel, transactions for an specified period)	5 seconds	Rs. 60/- per instance
Accepting, processing and rendering output of a multiple variable MIS & DSS system – 4 variable task	20 seconds	Rs. 60/- per instance

7. SECTION VIII: ROLES & RESPONSIBILITIES OF STAKEHOLDERS

It is suggested that this project would require a 2 tier structure to be followed, with GSFS at the top tier being assisted by various committees. The TSP would be the 2nd tier providing a complete support system for successful execution of this project. However the final decision in this regard rests with the GSFS on level of engagements for TSP.

7.1. Gujarat State Financial Services Ltd (GSFS)

- All the proposals / suggestions received from the TSP will be appraised in consultation with GIL for project implementation
- To form Project Management Group (PMG) for monitoring the implementation program across the State.
- Ensure that the TSP conducts a detailed BPR exercise while developing and implementing the automated system.
- Assist in Organizational capacity building.
- Monitoring implementation, consolidation and approvals of AS-IS, BPR, Products, Case studies etc.
-
- To enter into necessary MoUs /agreements with TSP for defining service levels for identified services, ensuring service level adherence, implementation and sustainability of the pilot project and subsequent state wide rollout.
- Work as driver for policy, regulatory and other relevant changes.
- Providing Financial Support as per the project requirements.

7.2. Gujarat Informatics Limited (GIL)

- Working closely with the department / office and the bidder in identifying areas requiring Business Process Reengineering, necessitated due to computerization.
- Evaluation of Prefeasibility Report
- Evaluation of User Requirement Specification
- GIL shall act as an interface between department/office and the TSP vendor for helping in mapping the user requirement transformation in to the software requirements
- Evaluation of System Requirement Specification
- Working closely with the department / office and the bidder in identifying existing databases to be ported onto the newly developed system
- Evaluation of Software Design Document
- 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 Handbook of TSP GR dated 30.07.2004.
- Evaluation and testing of application software developed by the Service Provider

- GIL in close co-ordination with the department / office shall monitor the effective and successful implementation of the project
- Assisting the department / office in identifying ways to maximize the benefits reaching the end users and other stakeholders

7.3. TSP/Bidder:

- Provide close tie-ups with all the stakeholders in the Project at all levels, including field level.
- Provide commitment and support to bring-in the process changes.
- Work closely with the different department officials, field agents, support agencies etc. to undertake the field work, comprehend the requirements, document the observations and redesign the processes by doing BPR of government administrative processes.
- Help build capacity for the staff and executive resources at all levels, by providing necessary training and undertaking awareness campaigns. Directorate of Economics and Statistics and GIL would also work closely with the Total Solution Provider for developing and customizing the software and implementing the technical solutions.
- To provide services, IT resources, and capacity building for creation of ecosystem for high adaptability of backend computerization and e-Governance initiatives as per departments vision.
- Coordinate and facilitate interactions between the various stakeholders like Directorate of Economics and Statistics, Administration officials, other instrument bidders and GIL, through its project coordinators and mobile teams.
- Preparation of Project Framework, including aspects like scalability, security, manageability and integration features.
- Submit suggestions on Business Process Reengineering (BPR).
- Carrying out the field study in order to understand the requirements of the citizens, existing delivery mechanism, levels of interfaces with the Governments, the impediments and difficulties in accessing the services and information.
- Designing an efficient and effective end to end service delivery process.
- Understanding the capacity building requirements and help create a facility for development of capacity.

For additional Details on the Roles and Responsibility of the TSP please refer to Scope of work Section IV.

8. SECTION IX: GENERAL TERMS & CONDITIONS**8.1. Application**

These general conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them. For interpretation of any clause in the RFP or Contract Agreement, the interpretation of the DES shall be final and binding on the TSP.

8.2. Relationship between parties

Nothing mentioned herein shall be constructed as relationship of master and servant or of principal and agent as between the 'GSFS' and 'the TSP. The TSP subject to this contract for selection has complete charge of personnel and sub-TSP, if any, performing the services under the Project executed by DES from time to time. The TSP shall be fully responsible for the services performed by them or on their behalf hereunder. The GSFS will allocate work/assignment to the TSP.

8.3. Standards of Performance

The TSP shall give the services and carry out their obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The TSP shall always act in respect of any matter relating to this contract as faithful advisor to GSFS. The TSP shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country as on the date of the requirements and design submissions. The TSP shall conform to the standards laid down in RFP in totality.

8.4. Delivery and Documents

As per the time schedule agreed between parties for specific projects given to the TSP from time to time, the TSP shall submit all the deliverables on due date as per the delivery schedule. No party shall, without the other party's prior written consent, disclose contract, drawings, specifications, plan, pattern, samples or other documents to any person other than an entity employed by the affected party for the performance of the contract. In case of the termination of the contract, all the documents prepared by the TSP under this contract shall become the exclusive property of GSFS. The TSP may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from GSFS. GSFS reserves right to grant or deny any such request.

8.5. TSP Personnel

The TSP shall employ and provide such qualified and experienced personnel as may be required to perform the services under the specified project as assigned by GSFS. This is a specialized domain of 'e Governance' and it is desirable from the TSP to deploy the personnel, who have adequate knowledge and experience in the domain related with this project. It is desirable that the TSP shall hire the services of domain Specialists, if required, to work on the Project effectively.

8.6. Applicable Law

Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time. The contracts shall be interpreted in accordance with the laws of the Union of India and that of the State of Gujarat

8.7. Use of Contract Documents and Information

- 8.7.1 The TSP shall not, without GSFS'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 TSP in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend to only as far as may be necessary for purposes of such performance.
- 8.7.2 The TSP shall not, without GSFS's prior written consent, make use of any document or information except for purposes of performing the Contract.
- 8.7.3 Any document, other than the Contract itself, shall remain the property of GSFS and shall be returned (in all copies) to GSFS on completion of the TSP's performance under the Contract if so required by the GSFS.

8.8. Governing Language

The Contract shall be written in English Language. English version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English Language. All submissions / documentations / manuals / codes shall be in English only except the user manual.

8.9. Intellectual Property Rights

- 8.9.1 IPR of the Web based Integrated Financial Accounting, Management Information & Decision Support System shall be the Exclusive property of GSFS. The bidder shall not sell or use (fully / partly) that software for service of other customers in India.
- 8.9.2 The TSP shall indemnify GSFS 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.
- 8.9.3 While passing on the rights (license) of using any software/software tool, the TSP shall ensure that such rights are inclusive of the use of that software for development in addition to deployment.
- 8.9.4 The software licenses supplied by TSP shall be genuine, perpetual, full use and should provide patches, fixes, security updates directly from the OEM at no additional cost to GSFS for the entire period of contract. All the licenses and support should be in the name of GSFS from the date of procurement.
- 8.9.5 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 India, the TSP shall act expeditiously to extinguish such claim. If the TSP fails to comply and GSFS is required to pay compensation to a third party resulting from such infringement, the TSP shall be responsible for the compensation including all expenses, court costs and lawyer fees. GSFS will give notice to the TSP of such claim, if it is made, without delay where upon TSP shall reimburse.

8.10. Inspection/Testing**8.10.1 Application :**

- a) GSFS or its representative shall have the right to inspect and/or to test the software or work of the TSP to confirm their conformity to the Contract specifications at no extra cost to the GSFS.

- b) As per Govt. Of Gujarat circular dated 10th March 2006, the GSFS applications must be tested at EQDC, GIDC, Gandhinagar or at the location specified by GSFS at the cost of TSP. The TSP must include testing cost in their financial bid. The different types of tests that has to be performed through EQDC/other competent agency are as mentioned below:

Functional testing	Volume testing
Stress/Load testing	Usability testing
Performance testing	Security testing
Facility testing	Configuration testing
Recovery testing	Documentation testing
Procedure testing	Install ability testing
Storage testing	Serviceability testing

8.10.2 Application Security Audit:

In addition to inspection & testing, the TSP shall also be responsible to get application security audited by CERT-In Empanelled application security Auditors at the cost of the TSP and submit the Security Audit Clearance Certificate issued by CERT-In Empanelled Security Auditors.

- a) The TSP must submit the test results to GSFS.
- b) Should any inspected or tested software fail to conform to the specifications, the GSFS may reject the software and the TSP shall either replace/redevelop the rejected software or make alterations necessary to meet specification requirements free of cost to GSFS.
- c) GSFS'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 GSFS for its representative prior to the software deployment.
- d) No clause in the RFP document releases the TSP from any warranty or other obligations under this Contract.
- e) 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. The tests will be performed after completion of installation and commissioning of all the software at the site of installation. During the test 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 TSP shall maintain necessary logs in respect of the result of the test to establish to the entire satisfaction of GSFS, the successful completion of the test specified. An average uptime efficiency of 99% for the duration of test period shall be considered as satisfactory. On successful completion of acceptability test and after GSFS is satisfied with the working of the software on the, the acceptance certificate of GSFS will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the software.
- f) Before the Application modules are taken over by GSFS, the TSP shall supply operation manuals. These shall be in such details as will enable GSFS 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 GSFS.

8.11. Change Request Orders

- 8.11.1 During the development phase, any change in scope of work, or in design and development of Decision Support systems (DSS) or of Management Information system (MIS) shall not be construed as change Request order and instead will become part of scope of work accompanying this bid document.
- 8.11.2 GSFS may, at any time, by written order given to the TSP make changes within the general scope of the Contract in any one or more of the following:
- a) Designs, specifications, requirements of which software or service to be provided under the Contract are to be specifically developed / rendered for GSFS;
 - b) The place of delivery; and/or the Services to be provided by the TSP.
- 8.11.3 Training of personnel of the GSFS in terms of hours/subjects will be without any additional cost.
- 8.11.4 If any such change causes an increase or decrease in the cost of, or the time required for, the TSP's performance of any provisions under the Contract, equitable adjustments shall be made in the Contract value or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the TSP for adjustment under this clause must be asserted within thirty (30) days from the date of the TSP's receipt of the GSFS's change order.

8.12. Suspension

GSFS may, by written notice to TSP, suspend all payments to the TSP hereunder if the TSP fails to perform any of its obligations under this contract including the carrying out of the services, provided that such notice of suspension.

8.12.1 Shall specify the nature of failure.

8.12.2 Shall request the TSP for remedy of such failure within a period not exceeding thirty (30) days after receipt by the TSP of such notice of failure.

8.13. Termination

Under the Contract, GSFS may, by written notice terminate the TSP in the following ways:

8.13.1 Termination by Default for failing to perform obligations under the Contract of if the quality is not up to the specification or in the event of non-adherence to time schedule.

8.13.2 Termination for Convenience: GSFS by written notice sent to the TSP, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for GSFS's convenience, the extent to which performance of the TSP under the Contract is terminated, and the date upon which such termination becomes effective.

8.13.3 The software that is complete and ready for rendering / deployment within 30 days after the TSP's receipt of notice of termination shall be accepted by GSFS at the Contract terms and prices. For the remaining services, GSFS /GIL 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 TSP an agreed amount for partially completed software and for software previously procured by the TSP.

8.13.4 Termination for Insolvency: GSFS /GIL may at any time terminate the Contract by giving written notice to the TSP, if the TSP becomes bankrupt or otherwise insolvent.

In this event, termination will be without compensation to the TSP, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to GSFS/GIL.

- 8.13.5 In all the three cases termination shall be executed by giving written notice to the TSP. Upon termination of the contract, payment shall be made to the TSP for:
- a) Services satisfactorily performed and reimbursable expenditures prior to the effective date of termination
 - b) Any expenditure actually and reasonably incurred prior to the effective date of termination
- 8.13.6 No consequential damages shall be payable to the TSP in the event of such termination.

8.14. Termination for Default

- 8.14.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the Contract in whole or part:
- 8.14.2 if the bidder fails to deliver any or all of the product as per the delivery schedule including installation, Final acceptance test & commissioning mentioned in the bid, or within any extension thereof granted by the Purchaser or
- 8.14.3 if the Bidder fails to perform any other obligation(s) under the Contract/Purchase order.
- 8.14.4 If the Bidder, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

8.15. Fraud & Corruption

GSFS requires that TSP selected through this RFP must observe the highest standards of ethics during the performance and execution of such contract. In pursuance of this policy, GSFS:

- 8.15.1 Defines, for the purposes of this provision, the terms set forth as follows:
- a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of GSFS or any personnel of Department in contract executions.
 - b) "Fraudulent practice" means a mis-presentation of facts, in order to influence a procurement process or the execution of a contract, to GSFS, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive GSFS of the benefits of free and open competition.
 - c) "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was given by the GSFS in Section IV.
 - d) "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
- 8.15.2 Will reject a proposal for award, if it determines that the bidder recommended for award by GSFS to having been engaged in corrupt, fraudulent or, unfair trade practices and coercive practices.
- 8.15.3 Will declare a TSP ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the TSP has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing the contract.

8.16. Force Majeure

- 8.16.1 Notwithstanding anything contained in the RFP, the TSP shall not be liable for liquidated damages or termination for default, if and to the extent that, its delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.
- 8.16.2 For purposes of this clause "Force Majeure" means an event beyond the control of the TSP and not involving the TSP's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. The decision of the GSFS regarding Force Majeure shall be final and binding on the TSP.
- 8.16.3 If a Force Majeure situation arises, the TSP shall promptly notify to the GSFS in writing, of such conditions and the cause thereof. Unless otherwise directed by the GSFS in writing, the TSP shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

8.17. Payments in case of Force Majeure

During the period of their inability of services as a result of an event of Force Majeure, the TSP shall be entitled to continue to be paid under the terms of this contract, as well as to be reimbursed for costs additional costs reasonably and necessarily incurred by them during such period purposes for the purpose of the services and in reactivating the service after the end of such period.

8.18. Termination for Insolvency

- 8.18.1 The Department may at any time terminate the contract by giving written notice to the bidder(s), if the bidder(s) becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the bidder(s), 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.

8.19. Resolution of Disputes

If any dispute arises between parties, then there would be two ways for resolution of the dispute under the Contract.

8.19.1 Amicable Settlement

Performance of the contract is governed by the terms the conditions of the contract, however at times dispute may arise about any interpretation of any term or condition of contract including the Schedule of Requirement, the clauses of payments etc. In such a situation disputes arising between parties are out of contract, either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then clause 8.18 shall become applicable. Amicable settlement clause shall be only applicable in case of dispute is arising out of contract. The said clause shall not be applicable in the case of cyber-crimes and any other type of security breach relating to PHI carried out by either bidder organization itself or its employees.

8.19.2 Resolution of Disputes

In the case dispute arising between the parties in the contract, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian)

Arbitration and Conciliation Act, 1996. Such disputes shall be referred to Arbitral Tribunal as prescribed by Ministry of Law, Government of India. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or reenactment thereof, shall apply to these arbitration proceedings.

Arbitration proceedings will be held in India at Gandhinagar and the language of the arbitration proceeding and that of all documents and communications between the parties shall be in English. The decision of the majority of arbitrators shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrators shall be shared equally between the two parties. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. Arbitration clause shall be only applicable in case of dispute is arising out of contract. The said clause shall not be applicable in the case of cyber-crimes and any other type of confidentiality/security breach relating to PHI carried out by either bidder organization itself or its employees. Both the parties agree the jurisdiction of Adjudicating Authority, Gujarat state and Cyber Appellate Tribunal, New Delhi under Information Technology Act, 2000 (including any amendments therein) in case of any contraventions, security and confidentiality breaches.

8.20. Arbitration

- 8.20.1 Arbitration proceedings will be held in India at Gandhinagar and the language of the arbitration proceeding and that of all documents and communications between the parties shall be in English.
- 8.20.2 The decision of the majority of arbitrators shall be final and binding upon both the parties.
- 8.20.3 All arbitration awards shall be in writing and shall state the reasons for the award.
- 8.20.4 The expenses of the arbitration as determined by the arbitrators shall be shared equally between the two parties. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

8.21. Contract Period

The contract period is of 5 years. However the Department will take the review on all the activities carried out, performance reports submitted by bidder after the completion of 3 Years. The TSP agrees that in any case TSP shall not terminate the contract. However, the department reserves a right to terminate the contract by sending a notice to the bidder in the events of non-performance, security violations and non-compliance.

8.22. Agreement Amendments

No variation in or modification of the terms of the agreement shall be made except by written amendment signed by both the parties. However, Department shall, as the situation warrants, in consultation and agreement with bidder shall make major additions to the scope and agree for suitable payments.

8.23. Limitation of Liability

The entire liability of the bidder shall be limited to **Maximum (Limitation of liability) = Payment made to the bidder** and explicitly exclude all direct, indirect and consequential losses impact, etc. to the Department except as may be

determined by courts of law under the applicable law and awarded after following the due process of law.

8.24. Severability:

If any term, clause or provision of the agreement shall be judged to be invalid for any reason whatsoever such invalidity shall not affect the validity or operation of any other term, clause or provision of the agreement and such invalid term clause or provision shall be deemed to have been deleted from the agreement and if the invalid portion is such that the remainder cannot be sustained without it, both parties shall enter into discussions to find a suitable replacement to the clause that shall be legally valid.

8.25. Maintenance service including Warranty Support:

Free maintenance services including Warranty support shall be provided by the Bidder during the contract period without altering the terms.

8.26. Taxes and Duties

The TSP shall fully familiarize themselves about the applicable Domestic taxes (such as VAT, Sales Tax, Service Tax, Income Tax, duties, fees, levies, etc.) on amount payable by GSFS under the contract. The TSP, sub TSP and personnel shall pay such domestic tax, duties, fees and other impositions (wherever applicable) levied under the applicable law. Price shall be exclusive of all applicable taxes. The taxes and duties mentioned separately in Financial Bid.

The billing should be done in Gujarat only.

8.27. Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the courts situated in Gandhinagar/Ahmedabad of Gujarat only.

8.28. Notice

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address mentioned in the project specific Contract Agreement.

9. SECTION: X ANNEXURES**9.1. FORM II: Particulars of the Bidder's Organization**

1. Name and full address of the firm/ Company/ Organization	----- -----
2. Registered Office with full address, Telephone No(s) Fax No(s) E-mail address Website URL	----- ----- ----- ----- -----
3. Income Tax Registration number. (PAN)	-----
4. Service Tax Registration No.	-----
5. Whether Public Limited Company or Private Limited Company or any other entity (Give details)	----- -----
6. In case of a company, details of Director, Managing Director etc. and their Shareholding and their respective liabilities in carrying this tender and discharge of subsequent	----- ----- -----
7. Whether any establishment is in Gujarat. If so detailed address of the same and activity carried on there.	----- -----
8. Name and addresses and designation of the persons who will represent the Bidder while dealing with GSFS/GIL (Attach letter of authority)	----- ----- -----
9. Details of service / support network and infrastructure available in Gujarat. (If Any)	----- -----
<p>Note: Above details are mandatory, Bidder may use additional sheets for above submissions.</p> <p>(Authorized Signatory)</p> <p>Name: _____</p> <p>Designation & Authority: _____</p> <p>Place: _____</p> <p>Date: _____</p> <p>Stamp: _____</p> <p>Company Name: _____</p> <p>Business Address: _____</p>	

9.2. FORM III - Performance Bank Guarantee

(To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.

Date:

To

Name & Address of the Purchaser/Indenter

Dear Sir,

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

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

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHASER of its liability with reference to the matters aforesaid or any of them or

by reason or any other acts of omission or commission on the part of the OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

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

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

Dated at _____ on this _____ day of _____ 2013

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &
Its official Address

9.3. FORM IV: Performance Statement

For each project, please provide a profile, based on the following template. The profile for single project must not exceed one page.

Sr. No.	Information Sought	Details
Customer Information		
1	Customer Name	
2	Name of the contact person from the client organization who can act as a reference with contact coordinates	
	Name	
	Designation	
	Address	
	Phone Number	
	Mobile Number	
	Email ID	
Project Details		
3	Project Title	
4	Start Date / End Date	
5	Current Status (In Progress / Completed)	
6	Number of responding firm's staff deployed on this project (peak time)	
Value of the Project		
7	Order value of the project (in rupees lakhs)	
8	Narrative description of project: (Highlight the components / services involved in the project that are of similar nature to the project for which this Tender is floated)	
9	Description of actual services provided by the responding firm within the project and their relevance to the envisaged components / services involved in the project for which this RFP is floated	
10	Description of the key areas where significant contributions are made for the success of the project	
11	Order Copies & Performance Certificate received from Client is attached with this statement	

9.4. FORM V: Project Team

The bidder has to submit proposed development team structure and on-going maintenance team structure with the role and responsibility description, as part of the bidder technical bid document as per below given format.

Please provide the summary information on the profiles you propose to include for evaluation and the roles they are expected to play in the project:

Sl. No.	Proposed Role	Number of Resources	Area of Expertise	Key Responsibilities

CV for Professional Staff Proposed

Please provide detailed professional profiles of the staff proposed for evaluation. The profile for a single staff member must not exceed two pages.

Sr. No.	Description	Details	
1	Name		
2	Designation		
3	Role proposed for		
4	Current responsibilities in the responding firm		
5	Total years of relevant experience		
6	Years of experience with the responding firm		
7	Educational qualifications:		
	Degree		
	Academic institution graduated from		
	Year of graduation		
7	Specialization (if any)		
	Professional certifications (if any)		
	9	Professional Experience details (project-wise):	
		Project name	
Client			
Key project features in brief			
Location of the project			
Designation			
Role			
Responsibilities and activities			
Duration of the project			
10	Covering Letter: Summary of the Individual's experience which has		

	direct relevance to the project (maximum 1 page)	
--	---	--

Each CV must be accompanied by the following undertaking from the staff member:

Certification

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member]

Date:

(Authorized Signatory)

Name: _____

Designation & Authority: _____

Place: _____

Date: _____

Stamp: _____

Company Name: _____

Business Address: _____

9.5. Data Migration Strategy

The bidder has to submit the data migration strategy with assurance of the creation of a trusted data source – DW

9.6. FORM VI: Financial Bid

Bidder should quote firm rates for the entire Scope of Work and Technical Requirements mentioned in the Section IV of Tender Document.

Financial Bid Format

Sr. No.	Description	Total Amount (Rs.)
1.	Study, Design, Development, Implementation, Data Migration, Hand-Holding & Operation & Maintenance Support for Web based Integrated Financial Accounting, Management Information & Decision Support System as per requirement of GSFS – Part 1	
2.	Cost of Operation & Maintenance support for Web based Integrated Financial Accounting, Management Information & Decision Support System for 5 years from the date of Go-live including handholding and help desk support – Part 2	
3.	Cost of Training – Part 3	
Grand Total (Rs.)		
Optional Services		
4.	Per Person per month Hand-holding charges	
5.	Per Man Hour charges for change request	
6.	Database Administrator Charges per person per month	
7.	System Administrator Charges per person per month	
8.	Business Analyst Charges per person per month	

Note:

1. The cost of the above parts should be matched with the breakup of each component mentioned in Part
2. Taxes are extra as applicable at the time of invoicing.
3. Total price of Sr. No. 1 to 3 will be considered for final evaluation.
4. The no. of users to be trained are indicative. It may increase or decrease 10%.
5. The Sr. No. 4 to 8 will be optional for GSFS. However bidders have to quote for all the items listed in the financial bid.

Part 1: Study, Design, Development, Implementation, Data Migration, Hand-Holding & Operation & Maintenance Support for Web based Integrated Financial Accounting, Management Information & Decision Support System as per requirement of GSFS

Sr. no.	Item Description Original	Total amount (Without Taxes) (Rs.)	Taxes (Rs.)
1	Conceptualization, As-Is, BPR and To-be		
2	URS,SRS		
3	Design, Development		
4	Testing, UAT		
5	Data Migration		
Total Amount(Rs.)			

Part 2 – Cost of Operation & Maintenance support for Web based Integrated Financial Accounting, Management Information & Decision Support System for 5 years from the date of Go-live including handholding and help desk support

Sr. no.	Manpower requirement	Total Man Power to be deployed	Total Man Month Efforts	Cost of per man month					Total Cost					Total amount (Rs.)
				Y 1	Y 2	Y 3	Y 4	Y 5	Y 1	Y 2	Y 3	Y 4	Y 5	
		A	B (A * 12 months)	C	D	E	F	G	H = (* C)	I = (* D)	J = (* E)	K = (* F)	L = (* G)	M= (H +I+J+K +L)
1.	DBA	1	12											
2.	System Administrator	1	12											
3.	Programmer	1	12											
4.	Business Analyst	1	12											
5.	Help Desk	2	24											
6.	Hand Holding Support	2	24											
Total Cost														

Bidder will submit a separate sheet for indicating the category of technical manpower w.r.t. Designation, experience of personnel, cost per manpower per month etc. Bidder may also indicate the skill level and minimum experience in respect of each of the manpower.

Part 3: Cost of Training

Sr. no.	Item Description	No. of employees	Unit rate (Rs.)	Total amount
		A	B	$C = A * B$
1.	Admin Level	2		
2.	User Level	13		
Total Amount(Rs.)				

*The number of employees to be trained are indicative only. The actual payment will be made based on the training given to the no. of employees.

9.7. FORM VIII: Self Declaration

The

-----,

Sir/Madam,

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

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

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

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

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

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

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

We have not been under a declaration of ineligibility for corrupt and fraudulent practices, and / or black-listed or debarred by any of the Govt. Department or its PSU in the past 5 years, ending on 31stMarch, 2014 in Gujarat. We have not imposed any condition in conflict with the tender condition if it is found it should be treated as withdrawn.

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

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

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

Dated this _____ day of _____ 2014

Signature: _____

(in the Capacity of) : _____

Duly authorized to sign bid for and on behalf of

Note: This form should be signed by authorized signatory of bidder/ lead bidder in case of consortium.