

REQUEST FOR PROPOSAL

FOR

Selection of Total Solution Provider

FOR

FOOD MONITORING SYSTEM [FMS]

FOR

**FOOD & DRUGS CONTROL ADMINISTRATION
(GOVERNEMENT OF GUJARAT)**

Bid Processing Fee: Rs. 5000/-

Tender No: SW01072015076



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Last date of receipt of pre-bid queries: 6th July, 2015 up to 1500 hrs.

Date of Pre-Bid Meeting: 10th July, 2015 at 1500 hrs.

Last date of Submission of Bid: 31st July, 2015 up to 1500 hrs.

Opening of Technical Bid: 31st July, 2015 at 1600 hrs.

Abbreviations

- **GoG:** Government of Gujarat
- **FDCA:** Food & Drugs Control Administration
- **FMS:** Food Monitoring System
- **GIL:** Gujarat Informatics Limited
- **FBO:** Food Business Operator
- **FSO:** Food Safety Officer
- **SPO:** Statistics & Planning Officer
- **ADMO:** Administrative Officer
- **RO:** Research Officer
- **FA:** Food Analyst
- **Sr. F.S.O:** Senior Food Safety Officer
- **DO:** Designated Officer
- **DI:** Drugs Inspector
- **SDI:** Senior Drugs Inspector
- **PRO:** Public Relation Officer
- **LA:** Legal Advisor
- **LO:** Legal Officer
- **SSA:** Senior Scientific Assistant
- **SSO:** Senior Scientific Officer
- **JSA:** Junior Scientific Assistant
- **JSO:** Junior Scientific Officer
- **FSSA:** Food Safety and Standards Act
- **FDL:** Food and Drug Laboratory
- **RFL:** Regional Food Laboratory
- **SP:** Service Provider

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1 INVITATION FOR BIDS

Gujarat Informatics Limited on behalf of Food & Drugs Control Administration (FDCA), Government of Gujarat, invites online bids for **“Selection of Total Solution Provider for Food Monitoring System (FMS)”** from the following agencies shortlisted in the Expression of Interest.

1. M/s. Aeon Software Pvt Ltd
2. M/s. Sify Technologies Ltd
3. M/s. Silver Touch Technologies Ltd
4. M/s. Stesalit Towers
5. M/s. TCS Ltd

Please note that this bid document is not for actual award of contract/ work order but to call the rates as per the financial bid for **“Selection of Total Solution Provider for Food Monitoring System (FMS)”** for Gandhinagar, Gujarat.

1.1 General Instructions

Actual award of contract will follow the conditions as per this document. This document is given for enabling the bidders to know the tender conditions so as to guide them in filling up the technical bid and financial bid for the said work.

- 1) The bidders may download the tender document from website of Gujarat Informatics Limited (www.gujaratinformatics.com) as well as from <https://gil.nprocure.com>.
- 2) Shortlisted Bidders are required to upload the single Technical and Commercial Bid in two separate sections. The Technical and Commercial Bids should be accompanied by a bid security & bid processing fees (non-refundable) as specified in this Bid Document. The Technical and Commercial Bid must be uploaded to <https://gil.nprocure.com>.
- 3) The bidder shall submit the DD of Rs. 5,000/- towards bid processing charges and Rs. 2,50,000/- towards bid security amount in sealed cover. The sealed cover should super scribe as “bid processing fees & bid security/EMD for the RFP for **“Selection of Total Solution Provider for Food Monitoring System (FMS)”**”. 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 90 days from the date of issue and it would not be older than 15 days. The DDs of Bid Processing fee and Earnest Money Deposit will be submitted physically in Gujarat Informatics Ltd within given time limit. Late submission will not be accepted.
- 4) This RFP document is not transferable.
- 5) Minimum absolute technical score to qualify for commercial evaluation is 60.

1.2 Important Information

Sr. No.	Information	Details
1.	Tender No:	SW01072015076
2.	Last date for submission of written queries	6th July, 2015 up to 1500 hrs.
3.	Place, date and time for Pre bid conference	10th July, 2015 at 1500 hrs. Gujarat Informatics Ltd. Block No. 1, 8 th Floor, Udyog Bhavan, Gandhinagar
4.	Release of response to clarifications	As early as possible after the pre-bid
5.	Bid Processing Fees (non-refundable)	Rs. 5,000/-
6.	Bid Security Deposit	Rs 2,50,000/-
7.	Last date and time for submission of proposals (Technical and commercial)	31st July, 2015 up to 1500 hrs. Note: Proposal must be submitted online on https://gil.nprocure.com website.
8.	Place, date and time for opening of technical proposals	31th July, 2015 at 1600 hrs. Gujarat Informatics Ltd. Block No. 1, 8 th Floor, Udyog Bhavan, Gandhinagar
9.	Contact person for queries	smitag@gujarat.gov.in amitp@gujarat.gov.in
10.	Address and Addressee at which proposals are to be submitted	Proposal must be submitted online on https://gil.nprocure.com website.
11.	Place, date and time for opening of financial/commercial proposal	The place, date and time for opening of financial/commercial proposal will give to the technically qualified bidder later on. Gujarat Informatics Ltd. Block No. 1, 8 th Floor, Udyog Bhavan, Gandhinagar

- 7) Bids will be opened in the presence of Tender Committee members whoever are present as well as Bidders' or their representatives who choose to attend on the specified date and time. The Tender committee has been empowered to take the final decision regarding the tender.
- 8) In the event of the date specified for receipt and opening of bid being declared as a holiday for Food & Drugs Control Administration, the due date for submission of bids and opening of bids will be the following working day at the appointed time.
- 9) FDCA/GIL reserves the right to accept or reject any tender offer without assigning any reason.
- 10) Financial bids of only those bidders who qualify on the basis of evaluation of technical

bids & Demonstration will be opened.

- 11) FDCA/GIL is not liable for any cost incurred by a Bidder in the preparation and production of any Proposal, the preparation or execution of any benchmark demonstrations, simulation or laboratory service or for any work performed prior to the execution of a formal contract. All materials submitted become the property of the FDCA/GIL and may be returned at its sole discretion. The content of each Bidder's Proposal will be held in strict confidence during the evaluation process, and details of any Proposals will not be discussed outside the evaluation process.
- 12) The Validity of Tender is 180 days after the date of financial bid opening.

2 INSTRUCTIONS TO BIDDERS

2.1 General Instruction

- All documents submitted in response to this Tender shall be signed by an authorized person. All papers shall be initialed by the said authority.
- The incomplete Bids will be rejected without giving any reason thereof.
- Actual work order should be placed by Food & Drugs Control Administration.
- Consortium shall not be allowed throughout execution of work.
- While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the FDCA/GIL on the basis of this RFP.
- Any notification of preferred bidder status by FDCA/GIL shall not give rise to any enforceable rights by the Bidder. The FDCA/GIL may cancel this procurement at any time prior to a formal written contract being executed by or on behalf of the GIL.
- Proposals must be received not later than time, date and venue mentioned in the important instructions. Proposals that are received late will not be considered in this procurement process.

A. THE BIDDING DOCUMENTS

2.2 Contents of Bidding Documents

2.2.1 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.

2.3 Pre-Bid Conference/Clarification of Bidding Documents

2.3.1 The shortlisted Bidders requiring any clarification of the bidding documents may seek clarification of his query on the date indicated on RFP clause 1.2 of this document. FDCA/GIL will respond to any request for the clarification of any bidding documents, which it receives during the meeting on the date mentioned on the RFP clause 1.2.

2.3.2 The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to Name, Address, Fax and email id of the Officer mentioned by post, facsimile or email on or before on date & time given on the RFP clause 1.2.

2.3.3 During evaluation of bids, FDCA/GIL may, at its discretion, ask the Bidder for a clarification of its bid. FDCA/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.

2.3.4 The queries should necessarily be submitted in the following format:

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

2.4 Amendment of Bidding Documents

2.4.1 At any time prior to the deadline for submission of bids, FDCA/GIL may, for any reason, whether on its own initiative or in response to the clarification may change their bidding document by amendment; the amendment will be uploaded online through www.gil.gujarat.gov.in & <https://gil.nprocure.com>.

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

2.4.3 All prospective bidders who have received the bidding documents will be notified of the amendment in writing, and will be binding on them.

2.4.4 At any time prior to the last date for receipt of bids, GIL may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.

2.4.5 Any such corrigendum shall be deemed to be incorporated into this RFP.

B. PREPARATION OF BIDS

2.5 Language of Bid

2.5.1 The proposal prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and GIL shall be in English language.

2.6 Documents Comprising the Bid

2.6.1 The bid prepared by the Bidder shall comprise of the following documents:

- a) A Technical Bid and a Financial Bid
- b) Bid security

2.6.2 The bid security as mentioned in RFP Clause 1.2, document processing fee & bid security (earnest money deposit) are to be submitted in physical form in the form of Demand Draft favoring “Gujarat Informatics Ltd” payable Gandhinagar.

2.6.3 The Technical Bid and Financial Bid must be submitted online through the e-Tendering website of <https://gil.nprocure.com> using digital signatures.

2.7 Bid Form

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

2.8 Bid Prices

- 2.8.1** The Bidder shall indicate the prices in the Financial Bid format mentioned in the e-Tendering website <https://gil.nprocure.com>.
- 2.8.2** The bidder may download the RFP documents from the website. The demand draft of RFP document fees & EMD should be submitted at GIL before the date and time specified in this bid document.
- 2.8.3** Proposals received without or with inadequate RFP Document fees shall be rejected.

2.9 Bid Currency

Prices shall be quoted in Indian Rupees only.

2.10 Documents establishing good's Eligibility and Conformity to Bidding Documents.

- 2.10.1** The Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services, which the Bidder proposes to supply under the contract.
- 2.10.2** The documentary evidence of conformity of goods and services to the bidding documents may be in the form of literature, drawing and data, and shall consist of a detailed description of the essential technical and performance characteristics of the goods;
- 2.10.3** The Bidder shall note that standards for workmanship, material and equipment, and references to International brand names or catalogue numbers designated by the tendering Authority in its Technical Specifications are intended to be descriptive only and not restrictive.

2.11 Bid Security (Ernest Money Deposit)

- 2.11.1** The Bidder shall furnish, as part of its bid, bid security in the form of a DD drawn in favor of "Gujarat Informatics Limited" payable at Gandhinagar for an amount as mentioned in RFP Clause 1.2.
- 2.11.2** Unsuccessful bidder's EMD will be discharged / refunded as promptly as possible.
- 2.11.3** The successful bidder's EMD will be discharged only after the completion of the contract papers.
- 2.11.4** The EMD shall be forfeited If a Bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Bid Form or in case of a successful Bidder, if the Bidder fails: to sign the Contract; or to furnish the performance security.
- 2.11.5** Any tender submitted without the EMD will be summarily rejected.
- 2.11.6** The bidder is liable to pay liquidated damages and penalty imposed by the tender Inviting Authority in the event of non-fulfillment of any of the terms or whole of the contract.
- 2.11.7** The EMD may be forfeited:
 - 2.11.7.1** If a bidder withdraws its bid during the period of bid validity.
 - 2.11.7.2** In case of a successful bidder, if the bidder fails
 - a) to sign the contract in accordance with this RFP or
 - b) To furnish the performance security

2.12 Period of Validity Bids

- 2.12.1** Bids shall be valid for 180 days after the date of bid opening of Financial Bid. The FDCA/GIL shall reject a Bid valid for a shorter period as non-responsive.
- 2.12.2** In exceptional circumstances, the tendering Authority 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.
- 2.12.3** Bid evaluation will be based on the bid prices without taking into consideration the above changes.

2.13 Format and Signing of Bid

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

C. Submission of Bids

2.14 Contents of Envelope

- 2.14.1** Envelope for the EMD and Bid Processing Fee.
- 2.14.2** Envelope shall be marked as Envelope for "EMD & Bid Processing Fee" for the tender for "**Selection of Total Solution Provider for Food Monitoring System (FMS)**".

2.15 Sealing and Marking of Bids

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

2.16 Deadline for Submission of Bids

- 2.16.1** Bids must be submitted online not later than the time and date specified in the Invitation for Bids (Section I). In the event of the specified date for the submission of Bids being declared as a holiday for GIL, the bids will be received up to the appointed time on the next working day.
- 2.16.2** GIL may, at its discretion, extend this deadline for submission of bids by amending the bid documents with RFP Clause 2.4, in which case all rights and obligations of GIL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

2.17 Late Bids

- 2.17.1** Late bids will be rejected and returned unopened to the Bidder.

2.18 Modification and Withdrawal of Bids

- 2.18.1** The Bidder may modify or withdraw his bid before the last date of submission of bids through the e-Tendering website <https://gil.nprocure.com>.
- 2.18.2** No bid may be modified subsequent to the deadline for submission of bids.
- 2.18.3** No bid may be withdrawal in the interval between the deadline for submission of bids and the expiration of the period of the bid validity specified by the Bidder on the

Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to RFP Clause 2.11.

D. Bid Opening and Evaluation of Bids

2.19 Opening of Bids by GIL

2.19.1 FDCA/GIL will open all bids (only Technical Bids at the first instance), in the presence of Bidder or his representative who choose to attend, and at the following address:
Gujarat Informatics Ltd,
Block No. 1, 8th Floor,
Udyog Bhavan, Gandhinagar.

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

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

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

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

2.20 Preliminary Examination

2.20.1 FDCA/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, pursuant to RFP Clause 2.21, 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

2.20.3 If a Bid is not substantially responsive, it will be rejected by FDCA/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 FDCA will form a Committee which will evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, FDCA/GIL, may, at its discretion, ask the bidders for clarification of their Technical Proposals.

2.21.2 The bidders are expected to provide all the required supporting documents & compliances as mentioned in this RFP. Any deviation from the same will lead to the disqualification.

2.21.3 During the technical evaluation, FDCA/GIL may seek the clarification in writing from the bidder, if required. If bidder fails to submit the required clarifications in due

time, the technical evaluation will be done based on the information submitted in the technical bid. The price bid will be opened of the bidders whose technical bids are fully complied and who have scored 60% in technical evaluation. At any point of time, if FDCA/GIL feels that the bidder is hiding any information which will affect the project cost in short or long run, FDCA/GIL may reject his bid without assigning any reason or explanation.

2.21.4 Price shall be loaded appropriately for the missing component/quantity/tax etc. Price quoted in the financial bid will be final. Bidder is required to fulfill all obligations as required in the bid as per the prices quoted in the financial bid, for the proposed scope of work and bill of material, applicable taxes or missing component(s), if any for which the description is there in technical response but price is not provided in the financial sheet. Price will be appropriately loaded for the missing tax components/missing components that in the understanding of the evaluators is found to be missing from the proposed bill of material except in case where there is a written justification provided in the technical bid response. Basis of loading shall be the highest cost quoted by the bidders.

2.21.5 Financial bids of only those bidders who qualify on the basis of evaluation of technical bids will be opened. Only without tax values will be considered for financial evaluation.

2.21.6 Technical & Presentation Evaluation Criteria

Technical Evaluation Criteria:

S. No	Particulars	Points System	Max Marks
1	No. of years since the bidder is engaged in similar IT projects/solutions business, (as on 31.03.2015)	>=3 Years = 3, 4-6 Years =5 , >6 Years = 10	10
2	Certifications	ISO 9001:2008 for software development = 2 Marks ISO 27001 = 2 Marks ISO 20000 = 2 Marks CMMI 3 = 2 Marks CMMI 5 = 2 Marks	10
3	Average Turnover of Consulting firm for last 3 years as on 31st March 2015 (i.e. FY 2012-13, 2013-14 and 2014-15) (Turnover in Rs Cr)	>=2 -3 cr = 5 Marks 4 - 6 cr = 7 Marks >6 cr = 10 Marks	10
4	Implementation Agency should have successfully completed numbers of "similar" ICT Systems Development projects having minimum cost of 30 lakh.	3 -5 projects = 10 Marks 6 -8 projects = 17 Marks >=9 projects = 25 Marks	25
5	No. of Government Projects in software development completed	3 -4 projects = 10 Marks 5 -6 projects = 17 Marks	25

	in Last 5 Years (i.e. FY 2010-2011, 2011-12, 2012-13, 2013-14 and 2014-15)	>=6 projects = 25 Marks	
6	No. of full time IT professionals, involved in Project Management, System design, System analysis, software development & coding, Testing.	51-75 = 10 Marks 76-100 = 14 Marks >=101 = 20 Marks	20
		Total	100 Marks

Note: Minimum 60 marks out of 100 required to qualify for technical presentation.

The bidders whose technical presentation will be in line with the requirement of FDCA will be eligible for next stage i.e. opening of financial bids.

2.21.7 Financial Bid evaluation:

The Commercial bid of those bidders who qualify in the technical evaluation will only be opened. All other Commercial bids will not be opened. The Commercial bids (as per the formats provided in Form IX) of the technically qualified bidders will be evaluated and ranked in increasing order of financial quotations, i.e. the L1 bidder will be given the highest rank followed by all other bidders in increasing order.

Note: Agency with lowest financial score (L1 Bidder) will be invited for negotiations.

2.21.8 FDCA's Right to vary quantities of work at the time of award of contract

FDCA 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. However for bought out items / components, or any third party items, the prevailing rates at the time of award of contract shall be considered.

2.21.9 Office in State of Gujarat

The Bidder is required to have a local office in State of Gujarat. If the bidder does not have a local office, The Award of contract to the bidder will be conditional subject to opening of Local Office within 45 days from the Award of Contract.

2.21.10 Award of Contract

On acceptance of Proposal for awarding the contract, FDCA/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 variation in or modification of the term of the Contract shall be made except by written amendment signed by all the parties. Within 15 days of receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to FDCA/GIL.

2.21.11 Performance Bank Guarantee

1. The successful Bidder has to furnish a security deposit so as guarantee his/her (Bidder) performance of the contract
2. The Successful bidder has to submit Performance Bank Guarantee @ 10% of total order value within 15 days from the receipt of notification of award from "GIL" from all Nationalized Bank including the public sector bank or Private Sector Banks authorized by RBI or Commercial Bank or Regional Rural Banks of Gujarat or Co-Operative Bank of Gujarat (operating in India having branch at Ahmedabad/Gandhinagar) as per the G.R. no. EMD/10/2014/570/DMO dated 01.04.2015 issued by Finance Department or further instruction issued by Finance department time to time.
3. The Performance Security shall be in the form of Bank Guarantee valid for 3 years from the date of actual start of operation.
4. If the O & M support required to be extended for further two years after the expiry of warranty of three years then the period of PBG should also be extended.
5. The proceeds of the performance security shall be payable to FDCA as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
6. The Performance Security shall be denominated in Indian Rupees
7. Within 15 days of the receipt of notification of award from "GIL", the successful bidder shall furnish the performance security in accordance with the Conditions of the Contract, in the performance security Form provided in the bidding documents in the Performa prescribed in the Tender.
8. The Performance Security will be discharged by GIL and returned to the Bidder on completion of the bidder's performance obligations under the contract.
9. In the event of any contract amendment, the bidder shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period.
10. No interest shall be payable on the PBG amount. FDCA 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.

2.22 Key Personnel

2.22.1 Appointed TSP has to provide details of Key personnel to be deployed to carry out project as per Team composition and CV given as part of Technical bid.

2.22.2 Initial Composition; Full Time Obligation; Continuity of Personnel

2.22.2.1 Service Provider shall ensure that each member of the Key Personnel devotes substantial working time to perform the services to which that person has been assigned as per the proposal.

2.22.2.2 Service Provider shall use commercially reasonable efforts to ensure it retains the services of its Key Personnel, including provisioning of competitive compensation, benefits and other conditions to its Key Personnel so as to incentivize them to remain in employment.

2.22.2.3 Service Provider shall not make any changes to the composition of the Key Personnel and not require or request any member of the Key Personnel to cease or reduce his or her involvement in the provision of the Services during the Term (or agree to any request other than from department that would have the same effect):

- unless that person resigns, is terminated for cause, dies, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires; or
- Without department prior written consent.

2.23 Evaluations

2.23.1 Service Provider shall carry out an evaluation of the performance of each member of the Key Personnel in connection with the Services at least once in each Contract Year. Service Provider shall provide reasonable written notice to FDCA/GIL of the date of each evaluation of each member of the FDCA/GIL shall be entitled to provide Service Provider with input for each such evaluation.

2.23.2 Service Provider shall promptly provide the results of each evaluation to GIL/FDCA, subject to Applicable Law.

2.24 Replacement

2.24.1 In case the resource has resigned then the bidder has to inform within one week of such resignation.

2.24.2 Service Provider shall promptly deploy a replacement to ensure that the role of any member of the Key Personnel is not vacant for any longer than 15 days, subject to reasonable extensions requested by Service Provider

2.24.3 Before assigning any replacement member of the Key Personnel to the provision of the Services, Service Provider shall provide:

2.24.3.1 a resume, curriculum vitae and any other information about the candidate that is reasonably requested ; and

2.24.3.2 an opportunity to interview the candidate.

2.24.4 The bidder has to ensure at least 4 weeks of overlap period in such replacements

2.25 Corrupt or Fraudulent Practices

2.25.1 FDCA/GIL requires that the bidders under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, FDCA/GIL defines for the purposes of this provision, the terms set forth as follows:

- a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the FDCA/GIL official in the procurement process or in contract execution; and
- b) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of GIL/FDCA, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive FDCA/GIL of the benefits of the free and open competition.

2.25.2 FDCA/GIL shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices and same shall be conveyed to GIL or black listed by any of the GIL/Government of Gujarat in competing for the contract in question.

2.25.3 FDCA/GIL shall declare a firm ineligible, and black listed either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract. The same shall be conveyed to GIL.

2.26 Interpretation of the clauses in the tender document / Contract Document

2.26.1 In case of any ambiguity in the interpretation of any of the clauses in Bid Document or the Contract Document, the FDCA/GIL interpretation of the clauses shall be final and binding on all parties.

2.26.2 However, in case of doubt as to the interpretation of the bid, the bidder may make a written request prior to the date of clarifications and doubts conference to:

**1 Food & Drugs Control Administration
Commissioner
Block No. 8, 1st Floor,
Dr. Jivraj Mehta Bhavan,
Gandhinagar: 382010**

**2 Director (eGovernance)
Gujarat Informatics Ltd,
Block -1, 8th floor,
Udyog Bhavan, Gandhinagar.**

FDCA/GIL may issue clarifications to all the bidders as an addendum. Such an addendum shall form a part of the bid document.

3 GENERAL CONDITIONS OF CONTRACT

3.1 DEFINITIONS

In this Contract, the following terms shall be interpreted as indicated:

- **“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.
- **“Proposals”** means proposals submitted by bidders in response to the RFP issued by FDCA/GIL for “”.
- **‘Client’** means Food & Drugs Control Administration/Gujarat Informatics Limited (GIL).
- **“Committee”** means committee constituted by FDCA/GIL for evaluation of Technical and Commercial Proposals submitted by the bidders.
- **“Contract Price”** means the price payable to the appointed SP under the Contract for the complete and proper performance of its contractual obligations.
- **“Contract”** means the Contract signed by the parties (Food & Drugs Control Administration & Appointed SP) along with the entire documentation specified in the RFP.
- **“Day”** means Calendar day
- **“Effective date”** means the date on which the contract comes into force and effect.
- **“GCC”** means General Conditions of Contract, specified in Section III of RFP
- **“RFP”** means Request for Proposals
- **“FDCA”** means Food & Drugs Control Administration
- **“FMS”** means Food Monitoring System
- **“Personnel”** means professional and support staff provided by the SP
- **“SOW”** means Scope of Work for the SP, specified in Section 4 of RFP
- **“Services”** means the work to be performed by the bidder pursuant to the contract to be signed by the parties in pursuance of any specific assignment awarded to them by GIL.
- **Third Party** means any person or entity other than the GIL and the Appointed SP.
- **“Nodal Agency”** means Food & Drugs Control Administration /Gujarat Informatics Limited
- **"Bidder"** means any agency that is participating in the tender process.
- **“SP”** means Service Provider;
- **"Service Provider"** means any agency who is a successful bidder and to whom the contract has been awarded.
- **“The Goods”** means all the equipment, machinery and /or other materials which the Service Provider is required to supply to FDCA/GIL under the Contract;
- **“GIL”** means Gujarat Informatics Ltd;
- **“FDCA/Department”** means Food & Drugs Control Administration, Government of Gujarat
- **“Services”** means services ancillary to the supply of the Goods, such as transportation and insurance and any other incidental services, such as installation, commissioning, provision of technical assistance, information gathering, data entry training and other obligations of the Service Provider covered under the Contract;
- **“The Project Site”**, wherever applicable, means the place or places where the work is to be executed.
- **“Day”** means a working day.
- **“GoG”** mean Government of Gujarat.

- **“Time required for approval”** means the time lapsed between the date of submission of a critical deliverables (complete in all respect for all the business functions /services) and the date of approval excluding the intermediate time taken by the Service Provider for providing clarifications/modifications and communication.
- **“Office Completeness”** means the office should be complete in all respects i.e.
 - ◆ Hardware is installed and commissioned
 - ◆ Requisite Software is installed
 - ◆ Requisite Application Software is installed.
 - ◆ Connectivity setup is established.
 - ◆ Requisite Manpower is deployed
 - ◆ The entire setup as defined in scope of work has become functional.
- **“Maintenance”** means Any other task to be performed to keep the system functional.
- **Performance Standards**
This factor incorporates the maintenance standards, the upgradation standards and service level standards as defined below:
- **Service Level Standards: -**
 - ◆ The agency has to meet the service level norms failing which the contract is liable to get cancelled.
 - ◆ Install high quality hardware and peripherals at all sites to ensure minimum downtime.
 - ◆ Provide skilled and efficient manpower to attain maximum production.

3.2 Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3.3 Use of Contract Documents and Information

3.3.1 The Service Provider shall not, without FDCA prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the in connection therewith, to any person other than a person employed by the Service Provider in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

3.3.2 Any document, other than the Contract itself, shall remain the property of FDCA and shall be returned (in all copies) to FDCA on completion of the Service Provider’s performance under the Contract if so required by FDCA.

3.3.3 The Service Provider shall permit FDCA to inspect the Service Provider’s accounts and records relating to the performance of the Service Provider and to have them audited.

3.4 Intellectual Property Rights (IPR)

3.4.1 The application developed by Service Provider under the contract will be the exclusive property of GIL/FDCA.

3.4.2 The IPR/Source code of all the software code, data, algorithms, documentations, manuals, any other documents etc. generated as part of development of this project shall solely vest with FDCA, Govt. of Gujarat. This should exclude the right of FDCA,

GoG for those source code, data, algorithms, documents, manuals existing with the bidder or partner before the start of this project.

- 3.4.3** There would be a joint IPR for the combined application.
- 3.4.4** All the Deliverable and Application Software developed by Service Provider for GIL/FDCA, then the copyright/IPR of that software/deliverable will be with the GIL/FDCA. The bidder shall not sell or use (fully/partly) that software for service of other customers without written consent from Government of Gujarat.
- 3.4.5** While passing on the rights (license/registration) of using any software/software tool, the Service Provider shall ensure that such rights are inclusive of the use of that software for development in addition to deployment.
- 3.4.6** The Service Provider shall indemnify FDCA/GIL 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.
- 3.4.7** 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 Service Provider shall act expeditiously to extinguish such claim. If the Service Provider fails to comply and FDCA/GIL is required to pay compensation to a third party resulting from such infringement, the Service Provider shall be responsible for the compensation including all expenses, court costs and lawyer fees. FDCA/GIL will give notice to the Service Provider of such claim, if it is made, without delay

3.5 Inspections and Tests

- 3.5.1** Before opening commercial bids, FDCA or his representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to FDCA.
- 3.5.2** Authorized person in FDCA will verify the work. If the work is not found as per the norms prescribed in the scope of work, they shall be generated again and again until they attain the prescribed norms and no extra payment will be made for the same. Verification will be done on the basis of document completeness.
- 3.5.3** No staff of FDCA will be made available for the said work except for handing over and taking back the deliverable as mentioned in scope of work. The entire verification of work done will be done randomly and batch-wise by the FDCA. It will be the onus of the bidder to ensure that the quality of the work is not compromised. If the quality is not satisfactory, it will amount to rejection of the entire batch. The bidder has to make a thorough verification of the quality at his own level.
- 3.5.4** The raw materials shall be handed over to the bidder / or his authorized agent at the starting of the work shall be return on completion of work in same condition to FDCA or his authorized official.
- 3.5.5** The bidder has to submit the proposal for the work flow he intends to follow to ensure error free service. This will form a part of the technical bid.
- 3.5.6** The inspections and tests may be conducted on the premises of the Supplier, at the point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no extra charge to FDCA.

- 3.5.7** Should any inspected or tested Goods fail to conform to the specifications, FDCA may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of costs to FDCA.
- 3.5.8** FDCA reserves the right to carry out inspections after the technical scrutiny & before opening of the commercial bid, if necessary. The physical verification will be at the bidder's site or at the site of the Authorized manufacturers. Such visit will be at the cost of the bidder.
- 3.5.9** If site visit shows inconformity with documents submitted by the bidder then he will be deemed to be ineligible for participating in the bid.

3.6 Delivery and Documents

As per the time schedule agreed between parties for specific projects given to the Total Service Provider from time to time, the Total Service Provider 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 contact, all the documents prepared by the Service Provider under this contract shall become joint property of FDCA/GIL & the Total Service Provider. The Total Service Provider may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from FDCA/GIL and GIL/SJED reserves right to grant or deny any such request.

3.7 Proposed timelines for Implementation from the date of issuance of work order

Activity	Timelines in Weeks	Deliverables
Project Initiation & Team Mobilization	T	<ul style="list-style-type: none"> ♦ Detailing of Project Plan ♦ Detailing of Resource Profile
Business Requirements Analysis	T1= (T + 2)	<ul style="list-style-type: none"> ♦ Conceptualization report (Identification of the services in consultation with FDCA)
	T2= (T1+4)	<ul style="list-style-type: none"> ♦ User Requirement Specifications Report ♦ As-Is report. Business Process Re-engineering Report ♦ To-Be report
Completion of Design, Development & Coding including web and Mobile based Application development	T3= (T2+8)	<ul style="list-style-type: none"> ♦ Software Requirement Specifications Report ♦ Architecture & DB design Report ♦ Deployment Plan
Testing & UAT	T 4= (T3+4)	<ul style="list-style-type: none"> ♦ Test Cases ♦ Test Reports

		♦ UAT Sign-off Certificate
Application Training & Handholding Support of all the modules	T5= (T4+4)	Training & Change Management report, Training Schedule / Plan, Satisfactory Training Completion Feedback Report
Commissioning & Go-Live	T6= (T6+2)	Certificate of successful commissioning
3 years Warranty period for Operation and Maintenance support after Go-Live	T7 = (T6+3 years)	On call support and free of cost support for the application developed

T=Date of Signing of Contract

3.8 Transportation

Where the Supplier is required under the Contract to transport the goods to a specified place of destination within India or Gujarat defined as Project site, transport to such place of destination in India or Gujarat including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

3.9 Incidental Services

3.9.1 The supplier is required to provide the following services, including additional services, if any.

- Performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
- Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
- Performance or supervision or maintenance and/or repair of the supplied Goods, for the period of time mentioned in the Tender notification.

3.10 Payment Terms

Sr. No	Activity	Payment (%)
1	Business Requirements Analysis	20% of payment will be released, if completed within the time frame mentioned in RFP
2	Design, Development & Coding including Web and Mobile based Application	30% of payment will be released, if completed within the time frame mentioned in RFP

3	Testing & UAT	20% of payment will be released, if completed within the time frame mentioned in RFP
4	Commissioning & Go-Live and Training of Department officials	30% of payment will be released, if completed within the time frame mentioned in RFP
5	License Software	Every year at the beginning of the year after getting required proof of licenses purchase and installation
6	3 years Warranty period for Operation and Maintenance support after Go-Live	equally in each quarter

Note: If required FDCA may extend the O & M support for further 2 years on the same rate after completion of 3 years of free warranty support based on the performance.

3.11 Change Orders

1. FDCA may at any time, by written order given to the Service Provider make changes within the general scope of the Contract in any one or more of the following:
2. Designs, specifications, requirements which software or service to be provided under the Contract are to be specifically developed / rendered for FDCA;
3. The place of delivery; and/or the Services to be provided by the Service Provider.
4. Training of personnel of FDCA in terms of hours/subjects will be without any additional cost.
5. If any such change causes an increase or decrease in the cost of, or the time required for, the Service Provider's performance of any provisions under the Contract, equitable adjustments shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Service Provider for adjustment under this clause must be asserted within thirty (30) days from the date of the Service Provider's receipt of FDCA's change order.

3.12 Penalty Clause/SLA

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 Service Provider to FDCA/GIL for the duration of the contract for providing Software Application, Training, Maintenance and support against the stated scope of work. FDCA/GIL shall regularly review the performance of the services being provided by the Service Provider and the effectiveness of this SLA.

3.12.1 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 set forth below:

- "Uptime" shall mean the time period for which the specified services / components

with specified technical and service standards are available to FDCA and user/HoDs. Uptime, in percentage, of any 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 FDCA and user/HoDs and excludes the scheduled outages planned in advance for the FDCA IT infrastructure.
- “Incident” refers to any event/abnormalities in the functioning of FDCA specified services that may lead to disruption in normal operations of FDCA services.
- “Resolution 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 shall vary based on the severity of the incident reported.

3.12.2 Severity

The severity would be defined as follows:

1. Critical: Incidents whose resolution shall require additional investment in components or time. These incidents shall impact the overall functioning of the FDCA application. For example: software bug fixing, etc.
2. Medium: Incidents, whose resolution shall require replacement of software parts, requiring significant interruption in working of that individual component. For example, installation of operating system, etc.
3. Low: Incidents whose resolution shall require changes in configuration of software, which will not significantly interrupt working of that component. For example, installation of printer at client side & other hardware / software etc.

3.12.3 Categories of SLAs

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

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

The SLA has been logically segregated in the following categories:

1. Implementation of Service Levels

2. Compliance and Reporting Procedures.
3. Application Related SLAs.

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.

3.12.4 Implementation of service levels

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

Service Category	Target	Severity	Penalty
Successful completion of Design, Development & Coding of all the modules.	As per delivery Schedule	Critical	A Penalty of 0.5% of contract value of Application Development per delayed week and subject to a maximum of 10% of contract value of Application Development.
Testing & UAT of all the modules.	As per delivery Schedule	Critical	A Penalty of 0.5% of contract value of Application Development per delayed week and subject to a maximum of 10% of contract value of Application Development.
Application Training & Handholding Support of all the modules.	As per delivery Schedule	Medium	A Penalty of 0.5% of contract value of Application Development per delayed week and subject to a maximum of 1% of contract value of Application Development
Commissioning & Go-Live	As per delivery Schedule	Medium	A Penalty of 0.5% of contract value of Application Development per delayed week and subject to a maximum of 1% of contract value of Application Development
3 years Warranty period for Operation and Maintenance support after Go-Live	As per delivery Schedule	Medium	A Penalty of 0.5 of contract value of 3 years Warranty period for Operation and Maintenance support and subject to a maximum of 1% of contract value of same.

Note: If the bidder is not adhering to the individual milestone as defined in the delivery schedule, the cumulative penalty will be levied for the delayed weeks, at the sole discretion of GIL / FDCA

3.12.5 Compliance & Reporting procedures SLAs

Sr.	Measurement	Definition	Target	Penalty
1	Submission of MIS reports	The SP shall submit the MIS reports as Requested by the FDCA.	Report for the Previous month shall be submitted by the 7 th of the next month Penalty shall be levied only after the 10th of the month of Submission	INR 1000 for every 1 day of delay in submission on an incremental basis to a maximum of 5% of the QGR.

3.12.6 Software Application related SLAs

Sr. No	Measurement	Target	Penalty
1	Application Availability Downtime required for maintenance, new initiatives undertaken by SP or for Performance enhancement measures shall not be considered while calculating application availability.	>= 99%	INR 50,000 for every 5 hours of downtime at a stretch or in parts on a quarterly basis. And INR 25,000 for every subsequent hour of downtime at a stretch or in parts for total down time more than 9 hours on a quarterly basis.

3.12.7 Additional SLAs

- Bidder shall be responsible for maintaining the desired performance and availability of the services. SP should ensure the prompt service support during Service/Guarantee period. If complain is made before 4 pm of the working day, the same should be attended as follows.
- Operation, Maintenance & Management of the FDCA application:
 - For above 99% uptime excluding preventive maintenance hours, no penalty shall be applicable provided preventive maintenance hours are permitted in writing in advance by FDCA/GIL.
 - For uptime above 95% and up to 99%, a deduction of Rs 1,00,000 per quarter will be applicable.
 - For uptime above 90% and up to 95%, a deduction of Rs. 3,00,000 per quarter will be applicable.

Note: If SP fails to attend the call as specified below, the following penalty will be imposed on each delayed day/hours/uptime, which will be recovered against / from Performance Bank Guarantee, submitted by bidder.

3.12.8 SLA review process:

- Either FDCA/GIL or SP may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.
- A meeting or conference call will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.
- The SP shall develop an interim solution, if required, and subsequently the permanent solution for the problem at hand. The SP will then communicate the resolution to all the stakeholders.

3.13 Termination for Default or Otherwise

3.13.1 FDCA/GIL may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider, terminate the Contract in whole or part:

- If the Service Provider fails to deliver any or all of the Goods/Services within the period(s)/schedule specified in the Contract,
- If the Service Provider fails to perform as per the performance standards.
- If the Service Provider, in the judgment of FDCA/GIL has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.13.2 In Circumstances mentioned in 3.13.1 above FDCA may exercise the following option: -

- Direct the agency to leave the Hardware/Software and furniture in the offices of the FDCA officer and terminate the Contract.

3.13.3 In case of premature termination of Contract for no fault of Supplier FDCA may exercise the following options:-

- Direct the agency to leave the Hardware and without any additional compensation.
- Direct the agency to leave behind the Hardware & pay him the cost of Hardware less the depreciation as per the Income Tax Act / Rules. The FDCA may consult GIL as to the genuine cost of Hardware. FDCA may also take suitable decision as to the system/platform software in consultation with GIL.

3.14 Force Majeure

3.14.1 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchase either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

3.14.2 If a force Majeure situation arises, the Supplier shall promptly notify FDCA in writing of such conditions and the cause thereof. Unless otherwise directed by FDCA in

writing, the Supplier shall continue to perform its obligations under the Contract as far as it reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

3.15 Termination for Insolvency

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

3.16 Resolution of Disputes

The matter regarding any dispute shall first be sorted out at the level of Food & Drugs Control Administration. If the dispute persists to remain unresolved then it will be entertained, heard & finalized as per the provisions of the Arbitration and Conciliation Act, 1996.

3.17 Taxes and Duties

The rates quoted shall be in Indian Rupees and shall be exclusive of all taxes as applicable up to the completion of job. Any increase in the Rates except taxes will not be allowed after signing the Contract Document.

3.18 Binding Clause

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

3.19 Limitation of Liability

The entire liability of the bidder shall be limited to Maximum (Limitation of liability) = Average Quarter Payment X Project Duration 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.

3.20 The Food & Drugs Control Administration, Government of Gujarat reserves the Right:-

3.20.1 To vary, modify, revise, amend or change any of the terms and conditions mentioned above; or

3.20.2 To reject any or all the tender/s without assigning any reason whatsoever thereof or may terminate the tender process midway without assigning any reason.

3.21 The Decision regarding acceptance of Tender by FDCA will be full and final.

3.22 Conditional tenders shall be summarily rejected.

3.23 FDCA is free to phase out the work if it feels it necessary.

4 SCOPE OF WORK

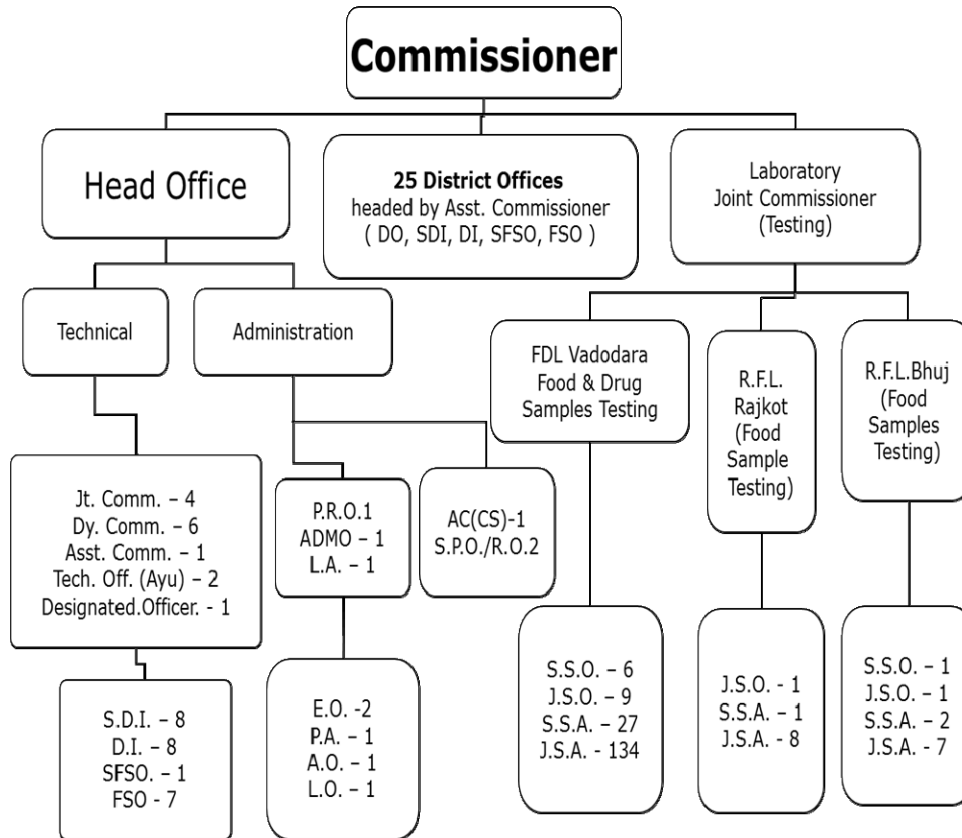
4.1 Introduction

Food & Drugs Control Administration (FDCA), Gujarat came into existence on 1st May 1960 after separation of Gujarat State from Greater Bombay State.

4.2 Functions of FDCA

- To carry out inspection and grant license/registration under FSSA act to food manufactures/Dealer/Wholesales/retailers/hawker and to prosecute unlicensed /registration manufacturer/sellers.
- To look after sanitation & hygiene of food units and people working in it.
- To draw as and when required food samples and to prosecute responsible persons selling/manufacturing/adulterated/misbranded foods in the respective courts.
- To educate people regarding the menace of food poisoning and to enable them to take the precautions to prevent it.
- Surveillance Training Programs for FBO, Staff and Consumers.
- Sanctioning Authority for launching prosecution.
- To provided information regarding FSSA act 2006 to the needed and to help people to understand the act better.
- To prepare sampling program and plan of action to cover all food articles based on season basis and accordingly samples are collected.
- Strict vigil throughout the year is kept on milk, edible oils, species, sweets, bakery products, mineral water and packaged drinking water, pan masala, Gutkha, Confectioneries, namkeens and processed food products.
- In summer more priority is given to cold drinks, fruit juices, Mango Juice (mango milk shake), Ice cream, Ice candies, Khoa and Khoa based sweets.
- To provide food security to the VVIP as per the directives of Government.
- Food samples collected by the Food Inspectors are analysed at the 3 Government laboratories. These laboratories also analyze the samples send by the businessman's/consumers with necessary fees.
- NABL accreditation - Vadodara lab was first to get accreditation (55 tests) in the country among state govt labs. For additional tests work is going on to get accreditation in this year. Process to get accreditation for Food Lab for Bhuj also started and will be done during 2008-2010. For Rajkot Food Lab new building construction & accreditation work will be done in 2009-2011.
- Municipal Corporations (Food Division) & Nagarpalica (Food Division) are working under Commissioner of Food Safety. Municipal Corporations also have 3 more laboratories. Ahmedabad, Surat and Vadodara.
- For implementation of the Food safety and Standards Act, 2006 the state of Gujarat is divided into local area and district and each district have a Designated Officer and Food Safety Officers.
- F.D.C.A has own F.S.O. and D.O. while Municipal Corporation has own D.O. and F.S.O.
- All D.O. and F.S.O. brought under the preview of Com. Of Food Safety

4.3 Organization Chart



COMMISSIONER---J.C.F---D.C.F.----D.O. In Each District as well as 8 Municipal Co.

4.4 Roles & Responsibilities of Officers

4.4.1 Designated Officer

The functions to be performed by the Designated Officer (DO) shall be as follows:—

- To issue or cancel license/registration of Food Business Operators(FBO); to give improvement notice to the FBO; to scrutinize the application of the FBO, verify the fees and assign it to the Food Safety Officer (FSO) for inspection.(to issue license/registration within 60 days from receipt of application)
- To prohibit the sale of any article of food which is in contravention of the provisions of this Act and rules and regulations made there under;
- To receive report and samples of article of foods from Food Safety Officer under his jurisdiction and get them analysed; to scrutinize the report of the Food Analyst and has to decide whether the offence is punishable or of adjudicating in nature.
- To make recommendations to the Commissioner of Food Safety for sanction to launch prosecutions in case of contraventions punishable with imprisonment;
- To sanction or launch prosecutions in cases of contraventions punishable with fine;
- To maintain record of all inspections made by Food Safety Officers and action taken by them in the performance of their duties;

- g. To get investigated any complaint which may be made in writing in respect of any contravention of the provisions of this Act and the rules and regulations made there under;
- h. To investigate any complaint which may be made in writing against the Food Safety Officer; and
- i. To perform such other duties as may be entrusted by the Commissioner of Food Safety.
- j. To send report of food poisoning to the Commissioner of Food Safety.
- k. To send judgments given by the Hon. Courts /Adjudicating Officers to Commissioner of Food Safety under the Food Safety and Standards Act (FSSA) 2006.
- l. To act as a custodian of the seized food article produced before him by FSO.
- m. To send second part of the sample to Food Analyst, if first part is received broken/damaged/decomposed.
- n. To send to the Referral Laboratory other part of the sample if the report of the Food Analyst is found erroneous.
- o. To send to the Referral Laboratory other part of the sample if the Food Business Operator appeals against the report of the Food Analyst.
- p. To send to the Food Business Operator the report of the sample received from the Food Analyst.
- q. To attend the Court for the prosecution launched by him as an Food Inspector under The PFA Act 1954 or as an FSO under the FSSA 2006.
- r. To remain present before the Court/Adjudicating Officer if called as a witness under the FSSA 2006.
- s. To issue slip to the FSO for taking samples and maintain the record.
- t. To destroy redundant samples as per the procedure notified by the Commissioner of Food Safety.
- u. To issue Registration Certificates (within 30 days from application) to the FBO.
- v. To be responsible for the food safety of the VVIP persons visiting as per the instruction from the District Collectors / DSP/Head Office.
- w. To report to the Commissioner of Food Safety data regarding samples drawn category wise, prosecution launched, adjudicating application filed, license/registration – registration issued, cases/ adjudicating matters disposed of, improvement notice given to the FBO and action taken periodically.
- x. To pay back to the consumer the fees paid by him to the Food Analyst for analysis of the sample, if the sample is found contravening the provisions of the FSSA 2006.
- y. To carry out surveillance and research based sampling as instructed by the Commissioner of Food Safety.
- z. To give training to the FBO/consumer in is area as advised by the Commissioner of Food Safety.

4.4.2 Food Safety Officer:

- a. The Food Safety Officer may take a sample and has to send 1 part to the Food Analyst (latest by next working day) & remaining 2 parts to the DO and fourth part to the Accredited Laboratory, if demanded by the FBO seize any article of food which appears to the Food Safety Officer to be in contravention of this Act or the regulations made there under; and produce it to the DO. Where any article of food seized is of perishable nature and the Food Safety Officer may, after giving notice in writing to the Food Business Operator, cause the same to be destroyed.

- b. The Food Safety Officer may enter and inspect any place where the article of food is manufactured, or stored for sale, or stored for the manufacture of any other article of food, or exposed or exhibited for sale and where any adulterant is manufactured or kept, and take samples of such articles of food or adulterant for analysis.
- c. To investigate any complaint which may be made in writing in respect of any contravention of the provisions of this Act and the rules and regulations made there under
- d. To reproduce to the DO the documents needed for sending proposal to the Commissioner of Food Safety for getting sanction for those cases which are required to be launched in the court of law and also to prepare proposals for getting authorize to file applications against the FBO to the Adjudicating Officer.
- e. To report to the Designated Officer the data regarding samples drawn, prosecution launched, adjudicating application filed, inspection reports for license/registration – registration, cases/ adjudicating matters disposed of, recommendation send to the DO for improvement notice to be given to the FBO and action taken periodically.
- f. To be responsible for the food safety of the VVIP persons visiting as per the instruction from the District Collectors / DSP/Head Office/DO.
- g. To carry out surveillance and research based sampling as instructed by the Commissioner of Food Safety.
- h. To give training to the FBO/consumer in is area as advised by the Commissioner of
- i. Food Safety.
- j. To attend the Court for the prosecution launched by him as a Food Inspector under The PFA Act 1954 or as an FSO under the FSSA 2006.
- k. To do follow-up of the court cases of the transferred FSO/ Food Inspector; to prepare written argument as prepared with the help of the Law Officer and to do day today follow-up of the cases in the court.
- l. To remain present before the Court/Adjudicating Officer under the FSSA 2006.
- m. To maintain record of all inspections made and action taken by them in the performance of their duties;
- n. To send report of food poisoning to the DO.
- o. To provide copies of the judgments given by the Hon. Courts /Adjudicating Officers to the DO under the Food Safety and Standards Act (FSSA) 2006.
- p. The Commissioner of Food Safety may from time to time issue guidelines with regard to exercise of powers of the Food Safety Officer, which shall be binding:

4.4.3 Food Analyst

- a. On receipt of a package containing a sample for analysis from a Food Safety Officer or any other person, the Food Analyst shall compare the seal on the container and the outer cover with specimen impression received separately and shall note the conditions of the seal thereon: Provided that in case a sample container received by the Food Analyst is found to be in broken condition or unfit for analysis, he shall within a period of seven days from the date of receipt of such sample inform the Designated Officer about the same and send requisition to him for sending second part of the sample.
- b. The Food Analyst shall cause to be analysed such samples of article of food as may be sent to him by Food Safety Officer or by any other person authorized under this Act.
- c. The Food Analyst shall, within a period of fourteen days from the date of receipt of any sample for analysis, send—

- (i) Where such sample is received under section 38 or section 47, to the Designated Officer, four copies of the report indicating the method of sampling and analysis; and
- (ii) Where such sample is received under section 40, a copy of the report indicating the method of sampling and analysis to the person who had purchased such article of food with a copy to the Designated Officer:

Provided that in case the sample cannot be analysed within fourteen days of its receipt, the Food Analyst shall inform the Designated Officer and the Commissioner of Food Safety giving reasons and specifying the time to be taken for analysis.

4.5 Roles & Responsibilities of Officers (food Administration)

“Licensing Authority” means the Designated Officer appointed under section 36 of the act for the local area and includes any other officer so appointed for the purpose of granting license/registration by the Commissioner of Food Safety Guideline for license/registration is regulation of Food Safety and Standards (Licensing and Registration of Food Businesses), Regulations 2011.

(a) For fresh license/registration

- Applicant has to apply online on website: www.fssai.gov.in and <http://foodlicensing.fssai.gov.in/>
- All type of license/registration, D.O order to F.S.O to Inspect the Premises, F.S.O inspect the premises and prepare the online inspection report on above website.
- On the basis of inspection report, D.O. may grant the license/registration or reject the application online.
- If license/registration is granted, license/registration number automatically generated by the system.

(b) For renewal of license/registration

- Applicant has to apply on website: www.fssai.gov.in and <http://foodlicensing.fssai.gov.in/>
- On receiving the application, D.O passes the orders to concern F.S.O to inspect the premises.
- F.S.O. inspect the premises and prepare the online inspection report on above website.
- On the basis of inspection report, D.O. may pass the order for renewal of license/registration or ask for compliance of the deficiencies if found online.
- If license/registration is renewed it generate renewal certificate through the online software.

(c) For Routine inspection

- F.S.O. routinely inspects the sales premises and prepares the report and submits to D.O. for further action in physical & online.
- On the basis of inspection report, D.O. may issue the SCN or ask the firm for compliance of deficiencies if found or pass the necessary order.

(d) Inspection with respect of complain

- F.S.O. inspects the premises and submits the report in respect of complains.

4.6 Sampling and Analysis

The Food Safety Officer while taking sample of food for analysis under clause A of Sub Section 1 of Section 38 and Section 47 (except 47 (5)) of the Act, shall also follow the procedure specified hereunder;-

1. Shall call one or more witnesses at the time of lifting of the samples
2. Obtain the signatures from the witnesses in all the forms and documents prepared
3. Serve the notice in **Form V A** to the business operator then and there
4. In case the food business operator discloses that the product has been obtained from the manufacturer, the distributor or supplier, a notice shall also be given to such manufacturer, distributor or supplier,
5. In case where the sample is drawn from an open container, the person drawing the sample shall also draw a sample from a container in original condition of the same article bearing the same declaration, if such Container is available, and intimate the same to the Food Analyst.
6. Where a Food Safety Officer or the purchaser takes a sample of an article of food for analysis, he shall Pay, the cost of such sample, to the person from whom the sample is taken, calculated at the rate at which the article is sold to the public.
7. Sample of article of Food for the purpose of analysis shall be taken in clean dry bottles or jars or in other suitable containers which shall be closed to prevent leakage, evaporation or to avoid entrance of moisture in case of dry substance and shall be carefully sealed. Provided, if a sealed package marketed by the manufacturer/Food Business Operator is taken as sample, Further sealing in separate containers will not be required.
8. All bottles or jars or other containers containing the samples for analysis shall be properly labeled and the parcel shall be properly addressed. The label on any sample of food sent for analysis shall bear
 - I. Code number of the sample
 - II. Name of the sender with his official designation
 - III. Date and place of collection
 - IV. Nature of articles being sent for analysis
 - V. Nature and quantity of preservative, if any, added to the sample.
9. The samples will be packed and sealed in the manner prescribed hereunder:
 - (i) Sample shall be divided into four parts or take four already sealed packages and mark and seal or fasten up each part in such a manner as its nature permits and take the signature or thumb impression of the person from whom the sample has been taken on the label mentioned in 2.4.1.8 (Food Safety and Standard Rules, 2011)
 - (ii) The stopper/cap shall first be securely fastened so as to prevent leakage of the contents in transit
 - (iii) The bottle, jar or other container shall then be completely wrapped in fairly strong thick paper. The ends of the paper shall be neatly folded in and affixed by means of gum or other adhesive.
 - (iv) A paper slip of the size that goes round completely from the bottom to top of the container, Bearing the signature of the Designated Officer or any officer authorized by Food Safety commissioner and code number of the sample, shall be pasted on the wrapper. The signature or thumb impression of the person from whom the sample has been taken, shall be affixed in such a manner that the paper slip and the wrapper both carry a part of this signature or the thumb impression

Provided that in case the person from whom the sample is taken refuses to affix his signature or thumb impression, the signature or thumb impression of one or more witnesses shall be taken in the Same manner

Provided further that in case the paper slip containing the signature of the Designated Officer is of such a size that it does not cover completely from the bottom to the top of the container, the Food Safety Officer shall affix additional sheet/s of paper to the slip containing the signature of the Designated Officer so as to cover the container completely and the Food Safety Officer shall affix his signature on each of the joints for the purpose of identification.

Provided also further that where the purchaser or an Authorized Officer draws the sample no such Paper slip shall be required to be affixed.

- (v) The paper cover shall be further secured by means of strong twine or thread both above and across the bottle, jar or other container and the twine or thread shall then be fastened on the paper cover by means of sealing wax on which there shall be distinct and clear impression of the seal of the sender, of which one shall be at the top of the packet, one at the bottom and the other two on the body of the Packet. The knots of the twine or thread shall be covered by means of sealing wax bearing the impression of the seal of the sender.
10. The containers of the samples shall be dispatched forthwith in the following manner
- (i) The sealed container of one part of the sample for analysis along with memorandum in **Form VI** shall be sent in a sealed packet to the Food Analyst under appropriate condition to retain the integrity of the sample.
 - (ii) The sealed container of the second and third parts of the sample and two copies of memorandum In **Form VI** shall be sent to the Designated Officer by any suitable means and
 - (iii) The sealed container of the remaining fourth part of the sample and a copy of memorandum in Form VI shall be sent to an accredited laboratory along with fee prescribed by the Authority, if so requested by the Food Business Operator, under intimation to the Designated Officer

Provided that fourth part also shall be deposited with Designated Officer if Food Business Operator does not request to send the sample to an accredited lab.

- (iv) for lifting a sample for testing microbiological parameters, the method of lifting sample, type of container, temperature to be maintained, method of transportation and any other condition to maintain the integrity of the sample shall be notified by the Food Authority from time to time.
11. The Food Safety Officer shall send to the Food Analyst to whom the sealed container of first part of the sample was sent, a copy of the memorandum and specimen impression of the seal used to seal the packet and the same shall be sent forthwith.
12. The Food Safety Officer or the Authorized Officer, while taking sample for the purpose of analysis under the provisions of the Act except in the case where the sample is meant for microbiological testing/analysis, may add to the sample, a preservative as

may be prescribed from time to time in the regulations for the purpose of maintaining it in a condition suitable for analysis.

13. Whenever any preservative is added to a sample, the nature and quantity of the preservative added shall be clearly noted on the label to be affixed to the container.
14. The quantity of sample of food to be sent to the Food Analyst / Referral lab for analysis shall be as specified in regulations by the Food Authority:

Explanation: Foods sold in packaged condition (sealed container or package) shall be sent for analysis In its original condition without opening the package as far as practicable, to constitute approximate quantity along with original label. In case of bulk packages, wherever preservatives are to be added as per the requirement under these rules, the sample shall be taken after opening sealed container or package in the presence of the Food Business Operator or in case of his refusal, in the presence of one or more witnesses and the contents of the original label shall also be sent along with the sample for analysis. However, such samples shall not be used for microbiological analysis.

15. Where food is sold or stocked for sale or for distribution in sealed containers having identical label declaration, the contents of one or more of such containers as may be required to satisfy the quantity prescribed, shall be treated to be a part of the sample.
16. The quantity of sample of food packaging material to be sent to the Food Analyst /Director of referral Lab for analysis shall be as specified below:-

Name of food packaging material	Approximate quantity/surface area to be supplied
1. Food packaging material when sample is taken from manufacturer.	8 x 1000 x 9 sq.cm. Surface area.
2. When sample is taken from small consumer packages.	Complete packaging material used for one container

17. Notwithstanding anything contained in Rule 2.4.1 (15) the quantity of sample sent for analysis shall be considered as sufficient unless the Food Analyst reports to the contrary.

For the purpose of the Rule 2.4.1, if the sample is taken for Surveillance purposes, the procedure illustrated under this rule shall not be followed

Analysis of food samples by Food Analyst

1. On receipt of the package containing a sample of food for analysis, the Food Analyst or an officer authorized by him shall compare the seals on the container and the outer cover with specimen impression of seal received separately and shall note the condition of the seal thereon.
2. Food laboratories including mobile food laboratories wherever required, may be established or notified by the Central/State Government for the purpose of testing food samples received from the Food Safety Officer/purchaser.
3. If the sample container received by the Food Analyst is found to be in broken condition or unfit for analysis, he shall, within a period of seven days from the date of receipt of such sample, inform the Designated Officer about the same and request him to send the second part of the sample for analysis.

4. On receipt of requisition from the Food Analyst pursuant to Rule 2.4.2 (3) the Designated Officer, shall by the succeeding working day, dispatch to the Food Analyst for analysis one part of the samples sent to him by the Food Safety Officer.
5. On receipt of the sample, the Food Analyst shall analyze or cause to be analysed the sample and send the analysis report mentioning the method of analysis. The analysis report shall be as per **Form VII A** and four copies of the same shall be sent to the Designated Officer under whose jurisdiction the Food Safety Officer functions or the purchaser of article of food. The analysis report shall be signed by the Food Analyst and such report shall be sent within fourteen days of the receipt of the sample by the Food Analyst.
6. The Designated Officer shall keep two copies of analysis report for further action, one copy shall be sent to Food Safety Officer for record and one copy to Food business Operator from whom the sample was taken.
Provided that in case the sample cannot be analysed within fourteen days of its receipt, the Food Analyst shall inform the Designated Officer and the Commissioner of Food Safety giving reasons and specifying the time to be taken for analysis.
7. The manuals of the method of analysis, as amended/adopted by the Authority from time to time including AOAC/ISO/Pearson's/Jacob/IUPAC/Food Chemicals CODEX/BIS/Woodmen/Winton-Winton/Joslyn, shall be used for analyzing the samples of food articles. However, in case the method for analyzing any parameter is not available in these manuals, a validated method of analysis prescribed by internationally recognized/analytical/regulatory agencies, shall be adopted

2.4.3: Action by Designated Officer on the report of Food Analyst.

If, after considering the report, the Designated Officer is of the opinion for reason(s) to be recorded in writing, that the report delivered by the Food Analyst under Rule 2.4.2 (5) is erroneous, he shall forward one of the parts of the sample kept by him to referral laboratory, for analysis and if the analysis report of such referral laboratory is to the effect that the article of food is unsafe or sub-standard or mis-branded or containing extraneous matter, the provisions of Rule 3.1 shall, so far as may be, apply.

A Purchaser of food article may, if he so desires, have the article analysed by the Food Analyst according to the procedure notified by the Food Authority.

Food business operator's right to have the food analysed.

For more information please visit website: www.fssai.gov.in/ and also read Food Safety and Standards Act, 2006 and Food Safety and Standards Rules 2011 for standard rules and forms

Follow Up for Court Case

- F.S.O/SR.F.S.O./D.O./or In Charge Officer send a proposal to launch a prosecution in court of law with name, address of accused along with section/rules contravenes.
- PFA and FSSA -2006 Case has been attended by F.S.O. and S.F.S.O/D.O.
- They have to attend own cases and also charge cases regularly.

- They have to launch court cases and as well as adjudication appeal and appellate tribunal and as well as court sessions High Court of Gujarat.
- In case of any prosecutions launched against the wrong doer, F.S.O. has to attend the court during the hearing date and has to enter the details of progress in online software.

4.7 Recall Procedure

RECALL procedure is not adopted in fssa-2006. Drafting of regulation is in process.

4.8 Monitoring of Food Safety

Food & Drugs Control Administration department, Gujarat wishes to monitor food & drug safety using the advance information technology (Hand held devices/Tablet by taking following steps.

1. Data collection at grass root level i.e. from food Safety Officer
2. Submission of Details to centralized system
3. Submission details of Samples to Laboratories
4. Achieving Reports of sample quality by system validations/checks
5. Training and hand holding on using the devices
6. The bidder will have to provide all necessary hardware/application and other resources for implementation of the project.

4.8.1 Services to be provided by the Bidder

1. Design, Development and Maintenance of application.
2. Dedicated web server to run the application.
3. Dedicated Application & Database Server, The Service Provider will provide the bill of material for required Application server and storage. Bidder will make the necessary arrangement for the same up to 6 month or till the procurement of requirement of infrastructure whichever is earlier.
4. Registration and hosting of application on domain name approved by Food & Drugs Control Administration
5. All legacy data feeding which requires starting the application including the information of different places from where we collect food samples from 05.08.2011
6. License and Registration give physically (not online) centre website www.fssai.gov.in, Data feeding of License & Registration offline to be is Approx. one lakh
7. Data Entry of Court cases & Adjudication Applications filed under FSSA including PFA cases (Approx 10,000)
8. Training of around 270 Food Safety Officers.
9. AS the field staff and Designated officers are transferred generally within 3-5 years, hence necessary District transfer should be supported by the System.
10. O & M of the application

**Note: The IPR of the application will be the exclusive property of Government of Gujarat.
Location: Commissioner, Block No. 8, 1st Floor, Dr. Jivraj Mehta Bhavan, Gandhinagar:
382010**

4.8.2 Real time Data collection and Recording mechanism at Grass Root Level

Data turns to information and information turns to insights. Food Monitoring System (FMS) can give right insights only if we streamline and optimize the Data collection and recording mechanism. This is one of the key concerns of department.

As-is Mechanism:

Monitoring Authorities under FDCA:

- 1) Commissioner
- 2) Joint Commissioner [Food]
- 3) Deputy Commissioner [Food]

Field Work will be done by:-

- Designated Officers
- S.F.S.O.
- Food Safety Officer [FSO]

FSO visits daily in the areas assigned to them to do the inspection of food business operators for surveillance and also take the samples of food items found Substandard, Misbranded, and Unsafe to them. They also investigate complaints assigned to them. Responsibilities of FSO also include Food Safety of VVIPs visiting in the state. Food Poisoning, Awareness Programme of F.B.O. and Public.

FSO take sample and has to send 1 part to Food Analyst [Latest by Next Working Day], remaining 2 parts to Designated Officers [DO] and 4th part to the accredited laboratory, if demanded by Food Business Operator [FBO].

As of now, there are 3 Accredited Laboratory and 1 more will be functional within next 2 months. FSO has to send sample to these laboratories.

Gap Analysis/Problem Statement

1. Monitoring of work is not done in real time. Collected sample & details will reach headquarter and Laboratory after a time lag.
2. Tracking of locations of FSO and monitoring their work
3. Efficient Scheduling of FSO from centralized system
4. Tracking of FSO and, are they working on complains effectively or not?

To-Be Proposed

Vendors need to propose solutions keeping below mentioned objectives in mind:-

- FSO can record the details of sample real time/offline and submit it to higher authority.
- So that details of sample reaches higher authority immediately and at the same time details of samples reaches laboratory
- FSO should be able to add information like name of sample, name of vendor, license/registration number, sample number, name of license/registration etc.
- Above mentioned information can be used by laboratory and legal branch for monitoring of court cases

- Monitoring cases of adjudicating, tribunal court for generating report and getting information in time
- Generating Information like how many samples are taken, what type of samples are taken, from which area samples are taken, from which type of business like retailer, wholesaler, manufactures samples are taken
- The Application should be work on all the mobile devices having Android, ios, windows as operating system.

4.8.3 Training and Hand Holding

Bidder will train the Food Safety Officer, Designated Officers, Food Analyst, for using Hand Holding Devices and will provide them support during Operation and Maintenance period.

Operation Support Requirement

A dedicated technical support team should be deployed to troubleshoot any problems arising during the support phase. Support team will be responsible for maintaining, managing and issue resolution within SLA.

Support Activities will also include:

- Removal of any bug from the Application software and provide help to the user in case of any software problem related to the software
- Minor modifications, if required by the user
- MIS Reports

4.8.4 Non-Functional Requirements

Non-Functional Parameters	Description
Scalability	The architecture proposed should take care of high volume critical applications. It should be possible to deploy the services of each layer on multiple servers System maximum user concurrency shall be easily upgradeable through hardware enhancement; This hardware enhancement shall be in the form of both identified hardware upgrades of existing equipment that have the potential to be upgraded (vertical scaling) and also by way of adding new servers (horizontal scaling).
Availability	Web application has to be deployed on the load balanced cluster. The web servers will be configured in Active / Passive mode. High availability for the databases can also be achieved in following ways: 1. By putting two database servers configured in an active/passive server cluster configuration. 2. As the failover uptime requirement is high, it's suggestive to have near real time replication with DR site.
Extensibility	The design of the software should allow for easy addition of new functionality. This extension of functionality or features

	should be with minimal changes to the existing software.
Performance	The performance of the application is expected to be monitored on an ongoing basis. This will help to forecast the traffic/data load for the future. This will serve as input to scale up the existing infrastructure.
User Friendly GUI	The GUI of the application should be user friendly, intuitive and rich with features.
Language	Language should be in Gujarati and English. However, system to be designed in fashion so as to support any language does not require recompilation.
Security	Security has to be an important design consideration. The system must address following: <ul style="list-style-type: none"> ▪ Authentication ▪ Authorization ▪ Denial-of-service (DoS) attack ▪ SQL Injection ▪ Data Tampering and other ways to security threat
Role Based Access Management and Data Access Restrictions	System functionality access will be provided at the role and location level In order to restrict the information access, system will ensure user will have access to the information he/she is entitled to.
Open Standards	Application should and must follow open standards. No proprietary platform is used.

5 Special Conditions of Contract

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

5.1 Service Provider’s Integrity

The Service Provider is responsible for and obliged to conduct all contracted activities as defined in the scope of work in accordance with the Contract.

5.2 Service Provider’s Obligations

5.2.1 The Service Provider is obliged to work closely with FDCA’s staff, act within its own authority and abide by directives issued by FDCA

5.2.2 The Service Provider will abide by the job safety measures prevalent in India and will free FDCA from all demands or responsibilities arising from accidents or loss of life the cause of which is the Service Provider’s negligence. The Service Provider will pay all indemnities arising from such incidents and will not hold FDCA responsible or obligated.

5.2.3 The Service Provider is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanor.

5.2.4 The Service Provider will treat as confidential all data and information about FDCA, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of FDCA

5.3 Hardware

The Service Provider is responsible for all deliveries, installed, commissioned hardware units. The Service Provider will test all hardware operation and accomplish all adjustments necessary for successful and continuous operation of the hardware at all sites.

5.4 Inspections and Tests

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

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

5.5 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 FDCA/GIL.
- b) Should any inspected or tested software fail to conform to the specifications, the FDCA/GIL 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 FDCA.
- c) FDCA'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 FDCA 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 FDCA, 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 FDCA is satisfied with the working of the software on the, the acceptance certificate of FDCA 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 FDCA, the TSP shall supply operation manuals. These shall be in such details as will enable FDCA 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 FDCA.

6 ANNEXURE

6.1 Form I: BID PROPOSAL FORM

Date:

Tender No.: GIL/ _____

To

Dear Sir,

Having examined the Bidding Documents including Addenda Nos. _____ (insert numbers, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to render Selection of Total Solution Provider for Food Monitoring System (FMS) in conformity with the said bidding documents for the same as per the technical and financial bid and such other sums as may be ascertained in accordance with the Financial Bid attached herewith (Section 6.10 Form IX) and made part of this bid. We have not placed any condition for the bid on our part and agree to bind ourselves to the terms and conditions of this tender unconditionally. Any conditions placed by us elsewhere in the present bid are hereby withdrawn unconditionally.

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

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

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

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

Name:

Address:

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

Dated this day of 2015

Signature (in the capacity of)

Duly authorized to sign Bid for and on behalf of

6.2 Form II: Bid Processing Fees & Earnest Money Deposit Details

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

6.3 Form III: Financial strength of the bidder

Financial Year	Turnover (Rs. In Cr)	Audited Accounts uploaded (Yes/No)
2014-15		
2013-14		
2012-13		

Note: Please fill this form and upload the audited Annual Accounts for the last three financial years (i.e. FY 2012-13, 2013-14 and 2014-15).

6.4 Form IV: Particulars of the Bidder's organization

Sr. No	Particulars	Details to be furnished	
1	Details of responding company		
a)	Name		
b)	Address		
c)	Telephone	Fax	
d)	Website		
2	Details of Contact Person		
a)	Name		
b)	Designation		
c)	Address		
d)	Telephone no.		
e)	Mobile no.		
f)	Fax no.		
g)	E-mail		
3	Details of Authorized Signatory (please attach proof)		
a)	Name		
b)	Designation		
c)	Address		
d)	Telephone no.		
e)	Mobile no.		
f)	Fax no.		

g)	E-mail	
4 Information about responding company (please attach proof)		
a)	Status of company (Public Ltd. / Pvt. Ltd etc)	
b)	No. of years of operation in India	
c)	Details of Registration	Date
d)	Details of Quality Certifications for Documentation & processing	
e)	Locations and addresses of offices (In Gujarat & India)	

6.5 Form V: Details of Similar Type of ICT Systems Development Projects having minimum cost of 30 lakhs. (Successfully completed or ongoing)

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

(Please attach relevant client certificates/Work Order/PO/Contract Document highlighting the No. of Documents)

6.6 Form VI: Details of Successfully completed Govt. Projects in last 5 years (i.e. FY 2010-2011, 2011-12, 2012-13, 2013-14 and 2014-15)

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

(Please attach relevant client certificates/Work Order/PO/Contract Document highlighting the No. of Documents)

6.7 Description of the Approach, Methodology and Work Plan for Performing the Assignment

Technical approach, methodology and work plan are key components of the Technical Proposal. Bidders are suggested to present their Technical Proposal (inclusive of charts and diagrams) including **Technical Approach and Methodology**, Technical Approach and Methodology -In this chapter you should explain your understanding of scope of work, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such

output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

6.8 Form VII: Project Team and CVs of the proposed professional staff

Using the format below, 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:

Project Team				
Sr. 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.	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	
	Specialization (if any)	
8	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: _____

6.9 Form VIII: Project Timelines

In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the scope of services and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule.

Work Plan

S No	Activity	Months							
		1	2	3	4				N
1									
2									
3									
4									
N									

- 1** Duration of activities shall be indicated in the form of a bar chart.
- 2** The work schedule should reflect how and by when the bidder is expected to complete the assignment for each of the component and how this work plan maps to the resource schedule given earlier.
- 3** Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Purchaser approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 4** Table can be customized as per need.

Form IX: 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**Part –A**

Sr. No	Particular	Total Amount without taxes (Rs.)
1	Cost of Application Software for FDCA Application Software along with integrated MIS including design, development, implementation, training & testing & Go-Live including Operations & Maintenance Warranty period of 3 years after Go-Live) - Annexure A.	
2	Cost of License Software required for the application - Annexure B.	
3	AMC/ATS of the licenses software – Annexure C.	
	Total	

Annexure A: (Line Item 1)

Sr. No.	Item Description	Total Man-month Effort	Rate per Man-month	Total Amount (Rs.)
		A	B	C=A*B
1	Conceptualization, As-Is, BPR and To-be			
2	URS,SRS, Design, Development			
3	Design, Development & Coding			
4	Testing & UAT			
5	Commissioning & Go-Live and Training			
6	3 Years Warranty Support after Go-Live			
Grand Total (Rs.)				

Note:

- Taxes are extra as applicable at the time of invoicing.
- Note: example for Item no.6: If 5 person require for 1 Month then for one year 12*5=60 person require for one year. Similarly for three year 60*3=180 person required.

Annexure B: (Line Item 2)

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

Annexure C: (Line Item 3)

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

Signature

Name

Date

Seal

Place

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

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

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

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

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

Dated at _____ on this _____ day of _____ 2015

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &
Its official Address

List of approved Banks:

All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2014/570/DMO dated 01.04.2015 issued by Finance Department or further instruction issued by Finance department time to time.

6.11 Form XI: Bidder Authorization Form

No. _____ dated _____

To

Ref: Tender No. _____

Dear Sir,

We _____ who are established and reputed developers / manufacturers of _____ having development center / factories at _____ (*address of development center / factory*).

We hereby confirm that,

1. The application developed by us under the contract will be the exclusive property of GIL/FDCA/GoG.
2. The IPR/Source code of all the software code, data, algorithms, documentations, manuals, any other documents etc. generated as part of development of this project shall solely rest with FDCA, Govt. of Gujarat. This should exclude the right of FDCA, GoG for those source codes, data, algorithms and documents, manuals existing with the bidder or partner before the start of this project.
3. The copyright/IPR of application software and all deliverable developed and submitted by us to GIL/FDCA/GoG under this project will be with the GIL/FDCA/GoG. We will not sell or use (fully/partly) that software for service of other customers without written consent from Government of Gujarat.
4. While passing on the rights (license/registration) of using any software/software tool, the Service Provider shall ensure that such rights are inclusive of the use of that software for development in addition to deployment.
5. We will supply genuine, perpetual, full use license/registrations and should provide patches, fixes, security updates at no additional cost to the FDCA/GIL for the entire period of contract.
6. We will indemnify FDCA/GIL 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.
7. 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 Service Provider shall act expeditiously to extinguish such claim. If we fail to comply and FDCA/GIL is required to pay compensation to a third party resulting from such infringement, we will be responsible for the compensation including all expenses, court costs and lawyer fees. FDCA/GIL will give notice to the Service Provider of such claim, if it is made, without delay.

Yours faithfully,
(Name)
(Name of Bidder)

Note: This letter of authority should be on the Rs. 100 stamp paper should be signed by a person competent and having the power of attorney to bind the Bidder. The Bidder in its bid should include it.

6.12 Form XII: 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 31st December 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 _____ 2015

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.