

Gujarat Energy Development Agency

(Government of Gujarat)

TENDER DOCUMENT
FOR
SELECTION OF AGENCY
FOR
DEVELOPMENT AND MAINTANCE OF
BANK GUARANTEE REGISTER SYSTEM FOR GEDA

November, 2016

Tender No.:- SW30112016115

Bid Processing Fees: Rs. 1,500/-

Bid Security/EMD: Rs. 25,000/-



Gujarat Informatics Ltd
Block no. 1, 8th floor, Udyog Bhavan,
Sector-11, Gandhianagar-382017, Gujarat
Ph No. 23259237, Fax: 23238925.
www.gil.gujarat.gov.in

Last date of receipt of pre-bid queries: 05/12/2016 upto 1500 hrs

Date of Pre-Bid Meeting: 07/12/2016 at 1500 hrs

Last date of Submission of Bid: 26/12/2016 upto 1500 hrs

Opening of Technical Bid: 26/12/2016 at 1500 hrs

Abbreviations

- **GoG:** Government of Gujarat
- **GEDA:** Gujarat Energy Development agency
- **GIL:** Gujarat Informatics Limited
- **SP:** Service Provider
- **SI:** System Integrator
- **SP:** Service Provider
- **CMMi:** Capability Maturity Model Integration
- **SLA:** Service Level Agreement
- **OEM:** Original Equipment Manufacturer
- **IPR:** Intellectual Property Rights
- **SDC:** State Data Center
- **BG:** Bank Guarantee
- **BGRS:** Bank Guarantee Register system

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SECTION I: INVITATION FOR BIDS (IFB)**COMPETITIVE BIDDING FOR SELECTION OF AGENCY FOR DEVELOPMENT AND MAINTENANCE OF BANK GUARANTEE REGISTER SYSTEM FOR GEDA**

1. Request for Proposal for Selection of Service Provider for Analysis, Design, Development, Testing, Implementation and Maintenance of Bank Guarantee Register system for GEDA of **5 years** of support & maintenance including update/upgrade. Please note that the said application is offline for internal GEDA use.
2. The bidder shall be responsible for providing all types of applications/services, as mentioned in Tender document & Scope of Work, as a part of this project.
3. Please note that this bid document is not for actual award of contract / work order but to call the rates as per the financial bid for Development and Maintenance of Bank Guarantee Register system for GEDA.
4. Actual award of contract will follow the conditions as per this document. This document is given for enabling the bidders to know the tender conditions so as to guide them in filling up the technical bid and the quoting rates for Development and Maintenance of Bank Guarantee Register system.

Sl. No.	Information	Details
1.	Date of Issue of Tender Document	30/11/2016
2.	Last date for submission of written queries for clarifications Only by e-mail.	05/12/2016 upto 1500 hrs e-mail ID: krunals@gujarat.gov.in
3.	Place, date and time for Pre bid conference	07/12/2016 at 1500 hrs Conference Room, Gujarat Informatics Ltd. Block No. 1, 8 th Floor, Udyog Bhavan, Gandhinagar
4.	Last date and time for submission of Bid security/EMD & Bid Processing fees in GIL physically.	26/12/2016 upto 1500 hrs
5.	Last date and time for submission of proposals (Technical and commercial) (Online)	26/12/2016 upto 1500 hrs
6.	Place, date and time for opening of technical proposals	26/12/2016 at 1600 hrs Conference Room, Gujarat Informatics Ltd. Block No. 1, 8 th Floor, Udyog Bhavan, Gandhinagar
7.	Address for communication	Director (e-Governance), Gujarat Informatics Ltd. Block No. 1, 8 th Floor, Udyog Bhavan, Gandhinagar

8.	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.
9.	Bid validity	180 days

5. **All bids must be submitted online on <https://gil.nprocure.com> website**
6. Bidders shall submit **Bid processing fees of Rs. 1,500/-** in the form of **Demand Draft** in the name of "Gujarat Informatics Ltd." payable at Gandhinagar along with the covering letter.
7. Bidders shall submit **Bid security/EMD of Rs. 25,000/-** (Twenty Five thousand Rupees only) in the form of **Demand Draft OR** in the form of an **unconditional Bank Guarantee (which should be valid for 9 months from the last date of bid submission)** of any Nationalized Bank (operating in India having branch at Ahmedabad/ Gandhinagar) in the name of "Gujarat Informatics Ltd." payable at Gandhinagar **as per prescribed format attached in this document (Form 8)** and must be submitted along with the covering letter.
8. The sealed cover should super scribe as "Bid Processing fees & Bid Security/EMD for the tender for Selection of **"SELECTION OF AGENCY FOR DEVELOPMENT AND MAINTENANCE OF BANK GURANTEE REGISTER SYSTEM FOR GEDA."**
9. Technical Bids will be opened in the presence of Bidders' or their representatives who choose to attend on the specified date and time.
10. In the event of the date specified for receipt and opening of bid being declared as a holiday for GIL office the due date for submission of bids and opening of bids will be the following working day at the appointed times.
11. Financial bids of only those bidders who qualify on the basis of evaluation of technical bids will be opened.
12. Bid validity period is 180 days.

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

1 Definitions

1. "Applicable Law" means the laws and any other instruments having force of law in India as they may be issued force and in force from time to time.
2. "Proposals" means proposals submitted by bidders in response to the RFP issued by GEDA/GIL for selection of consulting firm/company.
3. "Competent Authority" means the Managing Director, Gujarat Informatics Limited, Gandhinagar
4. "Committee" means I.T. committee of the Department
5. "Contract Price" means the price payable to the consulting firm/company on the panel of GEDA/GIL under the Contract for the complete and proper performance of its contractual obligations.
6. "SP" means Service Provider, any private or public entity, which will provide the services to GEDA/GIL under the contract.
7. "Contract" means the Contract signed by the parties along with the entire documentation specified in the RFP
8. "Day" means working day
9. "Effective date" means the date on which the contract comes into force and effect.
10. "Government" means State Government of Gujarat.
11. "GEDA" means Gujarat Energy Development Agency, Udyog Bhavan, Gandhinagar.
12. "GIL" means Gujarat Informatics Limited, Block No.1, 8th Floor, Udyog Bhavan, Gandhinagar – 382 017, Gujarat.
13. "Services" means the work to be performed by the SP pursuant to the selection by GEDA/GIL and to the contract to be signed by the parties in pursuance of any specific assignment awarded to them by GEDA/GIL.
14. The "Bid Document" and "Tender Document" are the same

2 Pre-qualification Criteria

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

S. No.	Pre-Qualification Criteria	Documents Required
1.	The company should be registered under Companies Registration act 1956 or 2013.	Copy of Certificate of Incorporation
2.	The bidder must have turnover of at least Rs. 30 Lacs for each of the last three financial years or cumulative of Rs. 90 Lacs in last three years (2013-14, 2014-15, 2015-16 as on 31st March,	Audited Financial Balance sheet and Profit & Loss statement of last three years as on 31-03-2016 CA Certificate from the

	2016 from Software/IT product Development and Software Support service activities. It should not include Hardware & Third party software license procurement projects.	statutory auditor. The provisional balance sheet for year 2015-16 will be accepted in case of not audited.
3.	The bidder should have at least 3 years current experience in similar IT projects/solutions.	Copy of Certificate should attached
4.	Bidder should have experience of implementing at least 3 projects of dynamic software Application (Excluding Hardware and Manpower) of value more than 5 lacs in the last three years.	Completion Certificates from the client Work Order
5.	The Bidder must have standard quality certification like CMM (level 3 or above) or appropriate ISO 9001:2000	Copy of Certificate
6.	Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Gujarat and / or black-listed by Gujarat Government departments.	Self-Declaration as attached
7.	The bidder must have one office in Gujarat. In case, bidders do not have office in Gujarat, bidder should give undertaking to open office in Gujarat within 45 days from the date of empanelment.	Please attach the copy of any two of the following: Property tax bill/Electricity Bill/Telephone Bill/VAT/CST Registration/Lease agreement.
8.	No Consortium will be allowed.	-

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

3 Cost of Bidding

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

A. THE BIDDING DOCUMENTS

1 Contents of Bidding Documents

- 1.1 The bid must be submitted online on <https://gil.nprocure.com>
- 1.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents and on <https://gil.nprocure.com>. Failure to furnish all information required by the bidding documents in format or submission of a bid not substantially responsive to the bidding

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

2 Pre-Bid Conference/Clarification of Bidding Documents

2.1 A prospective Bidder requiring any clarification of the bidding documents may seek clarifications of his/her queries submitted on the date indicated under section 1 of this document. GIL/GEDA will respond to any request for the clarification of any bidding documents, which receives before date mentioned for submission of queries.

3 Amendment of Bidding Documents

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

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

B. PREPARATION OF BIDS

4 Language of Bid

4.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and GIL shall be in English language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an appropriate translation of the relevant document in the English language and in such a case, for purpose of interpretation of the Bid, the translation shall govern.

5 Documents Comprising the Bid

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

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

6 Bid Form

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

7 Bid Prices

7.1 The Bidder shall indicate the prices in the format mentioned in Financial Bid.

7.2 Following points need to be considered while indicating prices:

7.2.1 The prices quoted should also include, inland transportation, insurance and other local costs incidental to delivery of the goods and services to their final destination within the state of Gujarat

- 7.2.2 The rates of any Indian duties, VAT and other taxes which will be payable by the Client on the goods(if any) if this contract is awarded, should be quoted separately;
- 7.2.3 Invoicing shall be from Gujarat only.
- 7.3 The Bidder's separation of the price components in accordance with the ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by GIL and will not in any way limit the Client's right to contract on any of the terms offered.
- 7.4 Sharing of responsibility (between GEDA and the bidder) of procurement of various types of software shall be as under:
 - 7.4.1 The prices quoted shall be exclusive of the cost of operating and the licensed software required for actual running of applications developed (i.e. Operating system, database, and system software).
 - 7.4.2 GEDA shall provide/procure the necessary licensed software as mentioned above, at the time of implementation.
 - 7.4.3 GEDA shall have all the rights to select any of the above options without justifying reasons thereof.
 - 7.4.4 In case, the bidders choose to quote zero, nil or amount or blank, it will be his risk and the same shall in no way restrict the scope of the work.
 - 7.4.5 The full IPR for the entire software will rest with the GEDA. The same would be applicable to copyrights. The SP shall sign any/all the documents in this regard and hand over the source code, Meta data details etc. to the GEDA before release of final payment on completion of training and implementation of solution.

8 Bid Currency

- 8.1 Prices shall be quoted in Indian Rupees only.

9 Bid Security/Earnest Money Deposit

- 9.1 Bid security/Earnest Money Deposit **Rs. 25,000/-** (Twenty Five thousand Rupees only) in the form of **Demand Draft OR** in the form of an **unconditional Bank Guarantee (which should be valid for 9 months from the last date of bid submission)** of any Nationalized Bank (operating in India having branch at Ahmedabad/ Gandhinagar)in the name of "Gujarat Informatics Ltd." payable at Gandhinagar (as per prescribed format) and must be submitted along with the covering letter. The sealed cover should super scribe as "Bid Processing fees & Bid Security/EMD for the tender for **"SELECTION OF AGENCY FOR DEVELOPMENT AND MAINTENANCE OF BANK GURANTEE REGISTER SYSTEM FOR GEDA"**.
- 9.2 Proposals not accompanied by EMD shall be rejected as non-responsive.
- 9.3 The successful bidder's bid security will be discharged from GIL only after the signing of the contract and submission of performance security.
- 9.4 Unsuccessful bidder's EMD will be discharged / refunded as promptly as possible, but not later than 30 days of the validity period of the bid.
- 9.5 The EARNEST MONEY DEPOSIT shall be forfeited:
 - 9.5.1 If a Bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Bid Form;

- 9.5.2 Or in case of a successful Bidder, if the Bidder fails to sign the Contract; or to furnish the performance security.
- 9.6 No exemption for submitting the EMD will be given to any agency.

10 Pre-Bid Conference / RFP Clarification

- 10.1 A prospective Bidder requiring any clarification of the bidding documents may seek clarifications of his queries submitted on the date indicated under this document. GEDA/GIL will respond to any request for the clarification of any bidding documents, which receives before date mentioned for submission of queries.
- 10.2 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.			

11 Period of Validity Bids

- 11.1 Bids shall be valid for 180 days after the date of bid opening prescribed by GIL. A Bid valid for a shorter period shall be rejected by GIL as non-responsive.
- 11.2 In exceptional circumstances, GIL may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security period provided under ITB Clause 13 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be permitted to modify its bid.
- 11.3 Bid evaluation will be based on the bid prices and technical bid without taking into consideration the above corrections.

12 Format and Signing of Bid

- 12.1 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.
- 12.2 Before filling in any of the details asked for. Bidders should go through the entire bid document and get the required clarifications from GIL during the pre-Bid conference.

C. SUBMISSION OF BIDS

13 Sealing and Marking of Bids

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

14 Deadline for Submission of Bids

- 14.1 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.
- 14.2 GIL may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with ITB Clause 7, in which case all rights and obligations of GIL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

15 Late Bids

- 15.1 Late bids will not be accepted.

16 Modification and Withdrawal of Bids

- 16.1 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>.
- 16.2 No bid may be modified subsequent to the deadline for submission of bids.
- 16.3 No bid may be withdrawal in the interval between the deadline for submission of bids and the expiration of the period of the bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB Clause 13.

D. BID OPENING AND EVALUATION OF BIDS**17 Opening of Bids by GIL**

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

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

- The Bidder's representative who is present shall sign an attendance register evidencing their attendance. In the event of the specified date of Bid opening being declared holiday for GIL office, the Bid shall be opened at the appointed time and location on the next working day.
- 17.2 The Bidder's names, bid modifications or withdrawal, bid prices, discounts, and the presence or the absence of requisite bid security and such other details, as GIL, at its discretion, may consider appropriate, will be announced at the time of opening.
- 17.3 Bids that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances.
- 17.4 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.

18 Clarification of Bids

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

19 Preliminary Examination

19.1 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.

19.2 Prior to the detailed evaluation, pursuant to ITB Clause 23, GIL will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which confirms to all the terms and conditions of the bidding documents without material deviation. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 7), Warranty (GCC Clause 9), Applicable law (GCC Clause 37) and Taxes and duties (GCC Clause 39) will be deemed to be material deviations. GIL determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

19.3 If a Bid is not substantially responsive, it will be rejected by GIL and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

19.4 Conditional bids are liable to be rejected.

20 Methodology & Criteria for Technical, Commercial and final evaluation

20.1 GEDA/GIL will form an evaluation Committee or it may be done by IT Committee which will evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, GEDA/GIL, may, at its discretion, ask the bidders for clarification of their Technical Proposals.

Note: - Every page of Technical Compliance Sheet will be signed by Bidder without overwriting. Whenever required the proof for every commitment has to be submitted, Technical brochures should be attached where ever available.

20.2 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.

20.3 During the technical evaluation, GEDA/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 GEDA/GIL feels that the bidder is hiding any information which will affect the project cost in short or long run, GEDA/GIL may reject his bid without assigning any reason or explanation.

- 20.4 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.
- 20.5 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.

Technical Criteria:

Sr. No	Particulars	Points System	Max Marks
1	No. of years since the bidder is engaged in similar IT projects/solutions business, (as on 31.03.2016)	>=3 Years = 3, 4-6 Years =5 , >6 Years = 10	10
2	Certifications	ISO 9001:2000 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 2016 (i.e. FY 2013-14, 2014- 15 and 2015-16) (Turnover in Rs)	>=90 Lacs -1 cr = 5 Marks 1 - 3 cr = 7 Marks >3 cr = 10 Marks	10

4	Implementation Agency should have successfully completed numbers of "similar" Dynamic software Application Projects having cost of more than Rs. 5 lakh.	3 -5 projects = 10 Marks 6 -8 projects = 17 Marks >=9 projects = 25 Marks	25
5	No. of Government Projects in Dynamic software Application Completed in Last 3 Years (i.e. FY 2013-14, 2014-15 and 2015-16)	3 -4 projects = 10 Marks 5 -6 projects = 17 Marks >6 projects = 25 Marks	25
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 financial bid opening.

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 6) 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.

GEDA Right to vary quantities of work at the time of award of contract. GEDA 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.

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.

21 Contacting GIL/GEDA

21.1 Subject to ITB Clause 21, no Bidder shall contact GIL/GEDA on any matter relating to its bid, from the time of the bid opening to the time of contract is awarded. If he wishes to bring additional information to the notice of GIL/GEDA, he should do so in writing. GIL/GEDA reserves its right as to whether such additional information should be considered or otherwise.

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

E. AWARD OF CONTRACT**22 Post-qualification**

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

23 Award Criteria

23.1 Subject to ITB Clause 27, GEDA will award the contract to the successful bidder decided as per the evaluation procedure mentioned above.

23.2 GEDA reserves the right to award the contract to the Bidder whose bid may not have been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

24 GEDA/GIL's Right to Accept Any Bid and to reject any or All Bids

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

25 Notification of Awards

25.1 Prior to the expiration of the period of the bid validity, concerned GEDA will notify the successful bidders in writing, to be confirmed in writing by registered letter, that his bid has been accepted.

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

26 Signing of Contract

26.1 At the same time as GEDA notifies the successful Bidder that its bid has been accepted, GEDA will send the bidder the Contract Form, incorporating all the agreements between two parties.

26.2 Within 15 days of receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to GEDA.

27 Performance Security / Performance Bank Guarantee

- 27.1 The successful Bidder has to furnish a security deposit so as guarantee his/her (Bidder) performance of the contract.
- 27.2 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/10/2015/508/DMO dated 27.04.2016 and dated 14.06.2016 issued by Finance Department or further instruction issued by Finance department time to time.
- 27.3 The Performance Security shall be in the form of Bank Guarantee valid for 5 years from the date of actual start of operation.
- 27.4 If the O & M support required to be extended for further two years after the expiry of warranty of five years then the period of PBG should also be extended.
- 27.5 The proceeds of the performance security shall be payable to GEDA as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
- 27.6 The Performance Security shall be denominated in Indian Rupees
- 27.7 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.
- 27.8 The Performance Security will be discharged by GIL and returned to the Bidder on completion of the bidder's performance obligations under the contract.
- 27.9 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.
- 27.10 No interest shall be payable on the PBG amount. GEDA 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.

28 Corrupt or Fraudulent Practices.

- 28.1 GEDA 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, GEDA defines for the purposes of this provision, the terms set forth as follows:
- 28.2 "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and
- 28.3 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or an execution of a contract to the detriment of GEDA, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial

non-competitive levels and to deprive GEDA of the benefits of the free and open competition;

- 28.4 GEDA shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices and same shall be conveyed to Dept of Science & Technology/GIL or black listed by any of the Department of Government of Gujarat in competing for the contract in question.
- 28.5 GEDA shall declare a firm ineligible, and black listed either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract. The same shall be conveyed to Dept of Science & Technology/GIL.
- 29 Interpretation of the clauses in the Tender Document / Contract Document**
- 29.1 In case of any ambiguity in the interpretation of any of the clauses in Bid Document or the Contract Document, GIL's interpretation of the clauses shall be final and binding on all parties.
- 29.2 However, in case of doubt as to the interpretation of the bid, the bidder may make a written request prior to the pre-bid conference to GEDA / GIL.
- 29.3 GEDA/GIL may issue clarifications to all the bidders as an addendum. Such an addendum shall form a part of the bid document /Contract document.

SECTION III: GENERAL CONDITIONS OF CONTRACT

1 Definitions

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

2 Application

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

3 Country of Origin

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

4 Standards

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

5 Use of Contract Documents and Information

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

6 Patent Rights, Copy Right

- 6.1 The Service Provider shall indemnify GEDA/Gujarat Informatics Ltd against all third-party claims of infringement of copyright, patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.
- 6.2 When the SP will develop any solution for GEDA as part of project, then the copyright/IPR of that solution will be with the GEDA/Gujarat Informatics Ltd. The bidder cannot sell or use (fully / partly) that software for his other customers without written consent from Government of Gujarat.

7 Inspection/Testing

7.1 Application :

- 7.1.1 GEDA 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 GEDA.
- 7.1.2 As per Govt. Of Gujarat circular dated 10th March 2006, the GEDA applications must be tested at EQDC, GIDC, Gandhinagar. GEDA itself is doing the testing after development stage. So, said cost is paid by GEDA. The TSP not includes testing cost in their financial bid. The different types of tests that has to be performed through EQDC/other competent agency are as mentioned below:

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

8 Application Security Audit:

- 7.1 In addition to inspection & testing, GEDA may take help of GIL as a consultant for selecting security auditor from CERT-in Empanelled security auditor of GOI. The payment will be made by GEDA. The selected bidder is responsible to solve the vulnerabilities found by security auditors during the security audit without any additional cost.

9 Change Request Orders

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

10 Delivery of Documents

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

11 Deployment of Software

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

12 Prices

- 12.1 Prices payable to the service provider as stated in the Contract shall remain firm and fixed during the performance of the Contract.
- 12.2 The prices quoted should not be conditional/optional and it should be in line with the technology and approach presented during the Approach & Methodology by the Service Provider before the IT committee. The bidder

should not submit conditional/optional bids. Conditional/optional bids are liable to be rejected outright.

13 Contract Amendments

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

14 Assignment

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

15 Delays in the supplier / service provider's Performance

15.1 Delivery of the software and performance of the Services shall be made by the service provider in accordance with the time schedule specified by GEDA in the contract document.

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

15.3 Except as provided under GCC Clause 20, a delay by the service provider in the performance of its delivery obligations shall render the service provider liable to the imposition of a penalty pursuant to GCC Clause 18, unless an extension of time is agreed upon pursuant to GCC Clause 21(b) without the application of the penalty.

16 Termination for Default

16.1 GEDA 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:

16.1.1 if the service provider fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by GEDA; or

16.1.2 If the service provider fails to perform any other obligation(s) under the Contract.

16.1.3 If the service provider, in the judgment of GEDA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

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

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

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

17 Force Majeure

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

18 Limitation of Liability

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

19 Termination for Insolvency

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

20 Termination for Convenience

- 20.1 GEDA by written notice sent to the service provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for GEDA's convenience, the extent to which performance of the service provider under the Contract is terminated, and the date upon which such termination becomes effective.
- 20.2 The services / software that is complete and ready for rendering / deployment within 30 days after the service provider's receipt of notice of termination shall be accepted by GEDA at the Contract terms and prices. For the remaining services, GEDA may elect:
- 20.2.1 To have any portion completed and delivered at the Contract terms and prices; and/or
 - 20.2.2 To cancel the remainder and pay to the service provider an agreed amount for partially completed services / software and for services / software previously procured by the service provider.

21 Right to use defective software/equipment

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

22 Supplier / service provider Integrity

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

23 Supplier / service provider's Obligations

- 23.1 The service provider is obliged to work closely with GEDA's staff, act within its own authority and abide by directives issued by GEDA.
- 23.2 The service provider will abide by the job safety measures prevalent in India and will free GEDA 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 GEDA responsible or obligated.
- 23.3 The service provider is responsible for managing the activities of its personnel or sub-contracted personnel and will hold himself responsible for any misdemeanors.
- 23.4 The service provider will treat as confidential all data and information about GEDA, 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 GEDA.

24 Patent Rights

- 24.1 In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use

of the Goods or any part thereof in GEDA, the service provider shall act expeditiously to extinguish such claim. If the service provider fails to comply and GEDA 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. GEDA will give notice to the service provider of such claim, if it is made, without delay.

25 Site Preparation and Installation

25.1 GEDA is solely responsible for the preparation of the sites in compliance with the technical and environmental specification defined by the service provider. GEDA will designate the installation sites before the scheduled installation date to allow the service provider to perform a site inspection to verify the appropriateness of the sites before the deployment of software. This activity should be undertaken immediately after signing of the contract with GEDA so that there is no delay in implementation of software due to site problems. The Hardware/software requirement report should be submitted within the first 30 days after signing of the Contract with GEDA.

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

Activity	Timelines in Weeks	Deliverables
Project Initiation & Team Mobilization	T	<ul style="list-style-type: none"> ♦ Detailing of Project Plan ♦ Detailing of Resource Profile
Conceptualization, As-Is, BPR and To-be	T1= (T + 2)	<ul style="list-style-type: none"> ♦ Conceptualization report (Identification of the services in consultation with GEDA)
	T2= (T1+2)	<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 of Bank Guarantee Register System	T3= (T2+8)	<ul style="list-style-type: none"> ♦ Software Requirement Specifications Report ♦ Architecture & DB design Report ♦ Deployment Plan
Testing & UAT	T 4= (T3+2)	<ul style="list-style-type: none"> ♦ Test Cases ♦ Test Reports ♦ UAT Sign-off Certificate
Application Training & Handholding Support of all the modules	T5= (T4+1)	Training & Change Management report, Training Schedule / Plan, Satisfactory Training Completion Feedback Report
Commissioning & Go-Live	T6= (T6+1)	Certificate of successful commissioning
5 years Warranty period for Operation and	T7 = (T6+5 years)	On call support and free of cost support for the application

Maintenance support after Go-Live		developed
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T=Date of Signing of Contract

27 Payment Schedule

Sr .No	Activity	Payment (%)
1	Conceptualization, As-Is, BPR and To-be	20% of payment will be released as per Annexure A, if completed within the time frame mentioned in RFP
2	Completion of Design, Development & Coding of application	30% of payment will be released as per Annexure A, if completed within the time frame mentioned in RFP as per Annexure A
3	Testing & UAT	20% of payment will be released as per Annexure A, if completed within the time frame mentioned in RFP as per Annexure A
4	Training of GEDA officials and Handholding Support	15% of payment will be released as per Annexure A, if completed within the time frame mentioned in RFP
5	Commissioning & Go-Live	15% of payment will be released as per Annexure A, if completed within the time frame mentioned in RFP
6	5 years Warranty period for Operation and Maintenance including update / upgrade support after Go-Live	equally in each quarter, Payment will be divided into 20 quarterly installments as Successful bidder quoted in Annexure B

28 Unconditional Bid

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

29 No Variable Cost in Financial Bid

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

30 Resolution of Disputes

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

31 Governing Language

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

32 Applicable Law

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

33 Taxes and Duties

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

34 Binding Clause

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

35 Notice

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

36 Subcontract/Outsource

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

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

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

1 Definitions

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

- "Uptime" shall mean the time period for which the specified services / components with specified technical and service standards are available to GEDA and users. Uptime, in percentage, of any Central IT component can be calculated as:

$$\text{Uptime \%} = (\text{uptime}) / (\text{Total Time} - \text{Maintenance Time}) * 100$$

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

2 Categories of SLAs

This SLA document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The 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 GEDA against this SLA. The SP shall:

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

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

2.1 Implementation related penalty of service levels

Development of Solution

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

Service Category	Target	Severity	Penalty
Successful completion of Development of solution.	As per delivery Schedule	Critical	A Penalty of 0.5% of contract value of Software per week delay.
Testing & UAT of solution.	As per delivery Schedule	Critical	A Penalty of 0.5% of contract value of Software per week delay.
Product Training & Handholding Support of solution.	As per delivery Schedule	Medium	A Penalty of 0.5% of contract value of Software per week delay.
Commissioning & Go-Live	As per delivery Schedule	Medium	A Penalty of 0.5% of contract value of Software per week delay.

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

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

Section V: Scope of Work

1. Introduction:

- ✓ Managing and monitoring Bank Guarantee details is a complex task specially when an agency or department dealing with multiple department, different vendors and numerous projects. It may occur that particular bank guarantee either missing or expires unknowingly due to unavailability of the proper system to track and monitor.
- ✓ e-Governance is a core focus area for the public sector and also the Government policy emphasize on speedy service delivery platform with the user/audience satisfaction by saving their money and time. As a result, remarkable growth found in G2B (Government to Business) transaction which in turn provides service delivery to the citizens.
- ✓ As the volume of projects increases, the number of vendors and Bank Guarantees also increases. To manage and monitor the inflow and outflow of Bank Guarantees, a system required which enables stakeholders to take care of expiry and renewal along with availability of particular bank guarantee on the go.

2. Objective/benefits:

- ✓ Management and monitoring of various bank guarantee
- ✓ The Bank Guarantee Management System will help all the stakeholders to view status of particular bank guarantee
- ✓ It will help vendors to get Bank Guarantee return speedily
- ✓ Monthly, Quarterly & Yearly reports of bank guarantee can be viewed
- ✓ Availability of bank guarantee anytime anywhere
- ✓ Provide real-time information and enable speedy decision making
- ✓ Single database for all
- ✓ Common platform has high scope of scalability including integration of work flow till service providers and Banks.
- ✓ Dash-board to see quick MIS reports

3. Current Scenario

Currently Bank Guarantees are tracked with manual register. GEDA want to develop own computerized program for accuracy and ease of work.

4. Main Function of System:

Basic entry fields for bank guarantee program are as under:

Sr .No.	Particulars	Input Format
1	Sr. No. (Month Wise)	Numeric
2	BG Inward No.	Numeric
2	Order No.	Any Input
3	Order Date	DD/MM/YYYY
4	Name of Party	Any Input
5	Address1	Any Input
6	Address2	Any Input
7	Address3	Any Input
8	Address4	Any Input
9	Address5	Any Input
10	BG No.	Any Input
11	BG Date	DD/MM/YYYY
12	BG Amount	Numeric
13	BG Due Date	DD/MM/YYYY
14	Bank Name	Alphabetical
15	Bank Branch	Alfa-Numeric
16	Address1	Any Input
17	Address2	Any Input
18	Address3	Any Input
19	Address4	Any Input
20	Address5	Any Input
21	% of Order Value	Numeric (%)
22	Type of BG	SD / ADV / PBG / Other
23	To be Extended up to	DD/MM/YYYY
24	BG Outward No.	Numeric
25	BG Outward Date	DD/MM/YYYY
26	Remarks	Any Input

Further requirements:

- ✓ To store data for party name & address to avoid repeated inputs.
- ✓ To store data for bank name, branch & address to avoid repeated inputs.
- ✓ Auto email to vendor and department contact person.
- ✓ To give pop-up reminder (in yellow Colour) before 15 days of due date.
- ✓ To give pop-up reminder (in blue Colour) before 10 days of due date.
- ✓ To give pop-up reminder (in Red Colour) before 5 days of due date.
- ✓ Generate extension letter in Microsoft Word to bank on clicking 'Extend BG' button for single party for single BG. (Please note that the Format will be provided by GEDA)

- ✓ Generate extension letter in Microsoft Word to bank on clicking 'Extend BG' button for Single party for multiple BG. (Please note that the Format will be provided by GEDA)
- ✓ Pop-up, if extended BG is not received within 15 days.
- ✓ Reminder letter to bank auto-generate (Reminder – 1), if extended BG not received within month.
- ✓ Reminder letter to bank auto-generate (Reminder – 2), if extended BG not received with 2 months.
- ✓ Old BG Sr. No. must be linked with new/extended BG Sr. No.
- ✓ Auto Generation of BG Discharged letter on discharge of BG. (Please note that the Format will be provided by GEDA)
- ✓ Require Month wise report in word, excel, pdf formats as mentioned in below.

Sr. No.	BG Inward no.	Order No.	Order DateContinue as per above table					
1									
2									
3									
4									

- ✓ The selected bidders will give all metadata along with Source Code to GEDA after the web application is go live

Forms -**1 Bid Proposal Form**

Date:

Tender No:

To

Dear Sir,

Having examined the Bidding Documents including Addenda Nos. _____ (insert numbers, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to render **“Selection of service provider / agency for Development and Maintenance of Bank Guarantee Register system for GEDA”**

In conformity with the said bidding documents for the same as per the technical and financial bid and such other sums as may be ascertained in accordance with the Financial Bid attached herewith and made part of this bid. We have not placed any condition for the bid on our part and agree to bind ourselves to the terms and conditions of this tender unconditionally. Any conditions placed by us elsewhere in the present bid are hereby withdrawn unconditionally.

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

If our bid is accepted, we will obtain the guarantee of a bank for the sum indicated as per tender document for the due performance of the Contract, in the form prescribed by GEDA. 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 _____ 2016

Signature

(In the capacity of)

Duly authorized to sign Bid for and on behalf of _____

2 Particulars of the Bidder's organization

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

4.	Information about responding company (please attach proof)		
a)	Status of company (Public Ltd. / Pvt. Ltd etc)		
b)	No. of years of operation in India		
c)	Details of Registration	Date	
d)	Details of Quality Certifications		
e)	Locations and addresses of offices		

3 Bid Processing Fees & Earnest Money Deposit Details

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

4 Financial strength of the bidder

Financial Year	Turnover (Rs. In Cr)	Audited Accounts uploaded (Yes/No)
2013-14		
2014-15		
2015-16		

Note: Please fill this form and upload the Audited Annual Accounts / Balance Sheet along with Profit and Loss Account for the last three financial years.

5 Details of completed/ongoing Dynamic Software Applications projects (Excluding Hardware and Manpower projects) of value more than 5 lacs in the last three years.

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

(Please attach relevant client certificates + Work Order)

6 Financial Bid

Financial Bid Format

Sr. No.	Description	Total Amount (Rs.)
1	Cost of Designing, Development and Deployment and Go-Live of the Bank Guarantee Resister System (BGRS) for GEDA. Annexure A	
2	Cost of Operations and Maintenance support including update / upgrade for five years after Go-Live Annexure B	
Grand Total (Rs.)		

Note:

- **All taxes are extra as applicable at the time of invoicing.**
- **For financial evaluation, Total price of Sr. No. 1 to 2 will be considered.**
- **The cost of the above should be matched with the breakup of each component mentioned in Annexure.**

Signature

Name

Date

Seal

Place

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, URS			
2.	Design, Development & Coding application			
3.	Testing & UAT			
4.	Training & Handholding Support			
5.	Commissioning & Go-Live			
Total Amount (Rs.)				

Annexure B: (Line item 2)

Item	Man month Rate	Total Man month Effort	Total
A	B	C	D=B*C
1 st Year			
2 nd Year			
3 rd Year			
4 th Year			
5 th Year			
Total			

- Note: example, If 5 person require for 1 Month then for one year $12*5=60$ persons require for one year.

7 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/equipment's 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 _____ 2016

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/10/2015/508/DMO dated 27.04.2016 and dated 14.06.2016 issued by Finance Department or further instruction issued by Finance department time to time.

8 Format of Earnest Money Deposit in the form of Bank Guarantee

Ref: Bank Guarantee No.
Date:

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

Whereas ----- (here in after called "the Bidder")
has submitted its bid dated ----- in response to the Tender no: XXXX for
**"SELECTION OF AGENCY FOR DEVELOPMENT AND MAINTENANCE OF BANK
GURANTEE REGISTER SYSTEM FOR GEDA"** KNOW ALL MEN by these presents that WE --

having our registered office at -----
(hereinafter called "the Bank") are bound unto the _____, Gujarat Informatics
Limited in the sum of ----- for which payment well and truly to be made to
Gujarat Informatics Limited , the Bank binds itself, its successors and assigns by these
presents. Sealed with the Common Seal of the said Bank this -----day of -----
-----2016.

THE CONDITIONS of this obligation are:

The E.M.D. may be forfeited:

If a Bidder withdraws its bid during the period of bid validity does not accept the
correction of errors made in the tender document;

In case of a successful Bidder, if the Bidder fails:

- I. To sign the Contract as mentioned above within the time limit stipulated by
purchaser or
- II. To furnish performance bank guarantee as mentioned above or
- III. If the bidder is found to be involved in fraudulent practices.
- IV. If the bidder fails to submit the copy of purchase order & acceptance thereof.

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

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

The Bank shall not be released of its obligations under these presents by any exercise by
the OWNER/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.

Dated at _____ on this _____ day of _____ 2016.

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/10/2015/508/DMO dated 27.04.2016 and dated 14.06.2016 issued by Finance Department or further instruction issued by Finance department time to time.

9 **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 2016 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 _____ 2016

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.