

Gujarat Electricity Regulatory Commission

(Government of Gujarat)

**TENDER DOCUMENT
FOR
SELECTION OF TOTAL SERVICES PROVIDER
FOR
DEVELOPMENT & MAINTENANCE OF APPLICATION
OF
DIGITIZED RECORDS MANAGEMENT SYSTEM (DRMS)**

February, 2016

Tender No.:- SW24022016097

BID PROCESSING FEE: Rs. 500/- (Non Refundable)

Bid Security/EMD: Rs. 15,000/- (Refundable)



Gujarat Informatics Ltd
Block no. 1, 8th floor, Udyog Bhavan,
Sector-11, Gandhinagar-382010, Gujarat
Ph No. 23259237, Fax: 23238925.
www.gil.gujarat.gov.in

Last date of receipt of pre-bid queries: 01/03/2016 upto 1500 hrs

Date of Pre-Bid Meeting: 08/03/2016 at 1500 hrs

Last date of Submission of Bid: 28/03/2016 at 1500 hrs

Opening of Technical Bid: 28/03/2016 upto 1600 hrs

Abbreviations

- **GoG:** Government of Gujarat
- **GERC:** Gujarat Electricity Regulatory Commission
- **GIL:** Gujarat Informatics Limited
- **DRMS:** Digitized Records Management System
- **TSP:** Total Solution Provider
- **SI:** System Integrator
- **SP:** Service Provider
- **SLA:** Service Level Agreement

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SECTION I: INVITATION FOR BIDS (IFB)**COMPETITIVE BIDDING FOR SELECTION OF SERVICES PROVIDER FOR DEVELOPMENT & MAINTENANCE OF application OF DIGITIZED RECORDS MANAGEMENT SYSTEM****SECTION I: INVITATION FOR BIDS (IFB)**

1. GIL on behalf of GERC invites bids from eligible bidders for Selection of Services Provider for Development and maintenance of application of Digitized Records Management System (DRMS).
2. Please note that this bid document is not for actual award of contract / work order but to call the rates as per the financial bid for Development of application of Digitized Records Management System (DRMS).
3. The development of system includes analysis, design, development, testing, implementation, integration and maintenance of complete integrated IT solutions for a period of three (3) years after Go Live. The vendor shall be responsible for providing all types of applications/services, as mentioned in Tender document and Scope of Work, as a part of this project.
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 application of Digitized Records Management System (DRMS).

Sr. No.	Information	Details
1.	Bid Processing Fee	500/-
2.	Last date, time for Submission of pre-bid queries for clarifications only by email.	01/03/2016 upto 1500 hrs e-mail ID: smitag@gujarat.gov.in
3.	Date, Time & Place of Pre-bid meeting	08/03/2016 at 1500 hrs Gujarat Informatics Ltd, Block no. 1, 8th floor, Udyog Bhavan, Sector-11, Gandhinagar.
4.	Last date, time for Submission of bids physically at GIL	28/03/2016 up to 1500 hrs
5.	Date, time and place for Opening of Technical Bids	28/03/2016 at 1600 hrs Gujarat Informatics Ltd, Block no. 1, 8th floor, Udyog Bhavan, Sector-11, Gandhinagar
6.	Contact person for queries	Director(e-Governance), Gujarat Informatics Limited
7.	Address for communication	Director(e-Governance), Gujarat Informatics Ltd, Block no. 1, 8th floor, Udyog Bhavan, Sector-11, Gandhinagar
8.	Earnest Money Deposit	15,000/-
9.	Bid Validity	180 days.
10.	Time Limit to complete the work	Three months from the issuance of Work Order

Note: All bids must be submitted Physical at GIL in Separate Envelops.

Technical bids will be opened in the presence of tender Committee members who 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.

The bidder must submit the DD of **Rs. 500/-** towards tender processing charges and **Rs. 15,000/-** towards Bid Security amount in sealed cover.

The sealed cover should subscribe as **"BID PROCESSING FEES & BID SECURITY / EMD FOR DEVELOPMENT AND MAINTENANCE OF APPLICATION OF DIGITIZED RECORDS MANAGEMENT SYSTEM (DRMS) OF GERC"**. Bid Processing fees & Bid Security must be in the form of Demand Draft in the name of "Gujarat Informatics Ltd." payable at Ahmedabad /Gandhinagar along with the covering letter.

- Bid processing fees must be in the form of Demand Draft in the name of "Gujarat Informatics Ltd." payable at Gandhinagar along with the covering letter.
 - Bid security/EMD shall be submitted 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 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. **(As per prescribed format given at Form 10)** and must be submitted along with the covering letter.
4. Interested companies may download the RFP document from the website www.gil.gujarat.gov.in.
 5. GERC/GIL reserves the right to reject any or all the Proposals in whole or part without assigning any reasons.
 6. This RFP document is not transferable.
 7. Technical Bids will be opened in the presence of Bidders' or their representatives who choose to attend on the specified date and time.
 8. 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.
 9. Financial bids of only those bidders who qualify on the basis of evaluation of technical bids will be opened.
 10. Bid validity period is 180 days.

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)**A. INTRODUCTION****1 Sources of Funds**

- 1.1 GIL on behalf of GERC is calling the Service Providers (SP) for Development and maintenance of application of Digitized Records Management System (DRMS).
- 1.2 The Work Order will be placed on the selected Service provider by GERC directly and the payment for the services mentioned in the said work order will be made directly by GERC from their own sources of funds as per the financial terms and conditions mentioned in this document. Unless otherwise specified in this document, GR No TSP-2004-808-DST dated 30/07/2004 of Department of Science & Technology and their subsequent amendments will be applicable to this bid.

2 Pre-qualification Criteria

Sr. No.	Pre-Qualification Criteria	Attachments
1	The Bidder should be in the business of Web based application development and should be a registered company for at least three years as on Last date of submission.	Certificate of incorporation Copy of work orders showing at least 3 years of operations in Web based application development & implementation projects
2	The bidder must have turnover of at least Rs. 15 Lacs for each of the last three financial years or cumulative of Rs. 45 lacs in last three years (2012-13, 2013-14, 2014-15 as on 31st March, 2015 from Software/IT product Development and Software Support service activities. It should not include Hardware & Third party software license procurement projects.	Audited and Certified Balance Sheet & Profit/Loss Account of last 3 Financial Years as on 31 st March, 2015. Also, CA certificate mentioning turnover of Software/IT product Development and Support service activities of last 3 Financial Years as on 31 st March, 2015. The provisional balance sheet for year 2014-15 will be accepted in case of not audited.
3	The bidder must have completed/ongoing at least 3 (Three) Web based application development projects in last three years as on 31.03.2015 with value of more than Rs. 2 Lacs each.	Copy of Work Orders + Completion Certificates from the client
4	The Bidder should have completed at least 1(one) project related to searching and retrievals in the last 3 years as on 31/03/2015 with value of more than 2 lacs.	Copy of Work Orders + Completion Certificates from the client
5	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

Note: No Consortium will be allowed.

3 Eligible Goods and Services

3.1 The origin of goods and services is distinct from the nationality of the Bidder.

4 Cost of Bidding

4.1 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.

B. THE BIDDING DOCUMENTS**5 Contents of Bidding Documents**

5.1 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.

6 Pre-Bid Conference/Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may seek clarifications of his/her queries submitted on the date indicated of this document. GIL/GERC will respond to any request for the clarification of any bidding documents, which receives before date mentioned for submission of queries. The Queries should necessarily be submitted in the following format.

Sr. No.	RFP Document Reference(s) (Clause & Page Number(s))	Content of RFP requiring Clarification(s)	Points of clarification

7 Amendment of Bidding Documents

7.1 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 requested by a prospective bidder, modify, change, incorporate or delete certain conditions in the bidding document.

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

In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids the tendering Authority, at its discretion, may extend the deadline for the submission of bids.

C. PREPARATION OF BIDS**8 Language of Bid**

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

9 Bid Form

9.1 The Bidder shall complete the Technical Bid & Financial Bid as per format and sequence attached as Annexure respectively. The bidder shall also complete the Bid Form and submit along with financial bid.

10 Bid Prices

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

10.2 Following points need to be considered while indicating prices:

10.2.1 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

10.2.2 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;

10.2.3 Invoicing shall be from Gujarat only.

10.3 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.

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

10.4.1 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).

10.4.2 GERC shall provide/procure the necessary licensed software as mentioned above, at the time of implementation.

10.4.3 GERC shall have all the rights to select any of the above options without justifying reasons thereof.

10.4.4 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.

10.4.5 The full IPR for the entire customized solution will rest with the GERC. The same would be applicable to copyrights. The TSP shall sign any/all the documents in this regard and hand over the source code, Meta data details etc. to the GERC before release of final payment on completion of training and implementation of solution.

11 Bid Currency

11.1 Prices shall be quoted in Indian Rupees only.

12 Documents Establishing Bidder's Eligibility and Qualification

12.1 The bidder shall furnish, as part of its tender offer, documents establishing the Bidder's eligibility to participate in the tender and its qualifications to perform the Contract as mentioned in qualification Criteria section

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

- 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) 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;
- 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

14 Bid Security/Earnest Money Deposit

- 14.1 Bid security/ Earnest Money Deposit **Rs. 15,000/- (Rupees Fifteen thousand 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 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. (as per prescribed format given at Form 10) and must be submitted along with the covering letter.
- 14.2 The sealed cover should super scribe as "Bid Processing fees & Bid Security/EMD for the tender for Selection of **"DEVELOPMENT AND MAINTENANCE OF APPLICATION OF DIGITIZED RECORDS MANAGEMENT SYSTEM (DRMS)"**".
- 14.3 Proposals not accompanied by EMD shall be rejected as non-responsive.
- 14.4 The successful bidder's bid security will be discharged from GIL only after the signing of the contract and submission of performance security.
- 14.5 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.
- 14.6 The EARNEST MONEY DEPOSIT shall be forfeited:
 - 14.6.1 If a Bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Bid Form;
 - 14.6.2 Or in case of a successful Bidder, if the Bidder fails to sign the Contract; or to furnish the performance security.
- 14.7 No exemption for submitting the EMD will be given to any agency.

15 Period of Validity Bids

- 15.1 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.
- 15.2 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.

- 15.3 Bid evaluation will be based on the bid prices and technical bid without taking into consideration the above corrections.

D. SUBMISSION OF BIDS

16 Sealing and Marking of Bids

16.1 All bids must be submitted physical as per the formats mentioned in the RFP

16.2 Telex, cable, e-mailed or facsimile bids will be rejected.

17 Deadline for Submission of Bids

17.1 Bids must be submitted physical at Gujarat Informatics Limited, Block no. 1, 8th Floor, Udyog Bhavan, Sector 11, and Gandhinagar not later than the time and date specified in the Invitation for Bids.

17.2 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.

18 Late Bids

18.1 Any bid received by GIL after the deadline for submission of bids prescribed for the GERC, will be rejected and/or returned unopened to the Bidder.

19 Modification and Withdrawal of Bids

19.1 The Bidder may modify or withdraw his bid before the last date of submission of bids.

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

19.3 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.

E. BID OPENING AND EVALUATION OF BIDS

20 Opening of Bids by GIL/GERC

20.1 GERC/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.

20.2 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.

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

- 20.4 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.

21 Clarification of Bids

- 21.1 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.

22 Preliminary Examination

- 22.1 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.
- 22.2 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.
- 22.3 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.
- 22.4 Conditional bids are liable to be rejected.

23 Methodology & Criteria for Technical, Commercial and final evaluation

- 23.1 GIL/GERC 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, GIL/GERC, may, at its discretion, ask the bidders for clarification of their Technical Proposals.
- 23.2 The developed application should be modular, flexible, and interoperable and its design should support migration of legacy data & linkages provision to State & Central govt. departments.

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).

- 23.3 The bidder(s) would be asked to present the entire solution, implementation plan including training and application / technical support for the successful completion of the project.

- Bidders understanding of the current GERC processes highlight the following in their work plan:-
 - ⇒ Bidders understanding of GERC
 - ⇒ Key Requirements
 - ⇒ Tasks and efforts
 - ⇒ Project milestones and deliverables
 - ⇒ Resource Deployment
 - ⇒ Three years operational support
- Proposed Technical Approach and Solution structure addressing but not limited to the following items: -
 - ⇒ Methodology
 - ⇒ Deployment architecture,
 - ⇒ Availability and scalability of proposed solution
 - ⇒ Development and Deployment Platforms
 - ⇒ Security
 - ⇒ Conformance to industry standards
 - ⇒ Strategy for data management
 - ⇒ Data Migration Strategy
- Team proposed by Bidder supported by resumes (The bidder has to submit proposed development team structure and on-going maintenance team structure with the role and responsibility description, as part of the bidder technical bid document)

23.4 Technical Bid Evaluation:

Technical Bid will be assigned a technical score (Tb) out of a maximum of 60 and above will qualify for the evaluation in the commercial process.

Note: Minimum absolute technical score to qualify for commercial evaluation is 60.

23.5 Financial Bid evaluation:

The Financial bid of those bidders who find eligible will only be opened. All other Commercial bids will not be opened. The Financial bid (as per the formats provided in Form III) of the technically qualified bidders will be evaluated. The financial score of a bidder 'Fb' will be assigned to the bidder. 'Fb' will be the total financial quote made by the bidder (excluding the Optional Services quotes sought in the financial bid)

F_n = normalized financial score for the bidder under consideration

F_b = commercial quote for the bidder under consideration

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

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

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

Final Evaluation of Bid

Proposals will be ranked according to their combined technical (Tb) and financial (Fn) scores using the weights (T = 0.60 the weight given to the Technical Proposal; P = 0.40 the weight given to the Financial Proposal; T + P = 1). The final evaluation will be based on Final Score which shall be calculated as shown below:

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

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

24 Contacting GIL/GERC

- 24.1 Subject to ITB Clause 21, no Bidder shall contact GIL/GERC 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/GERC, he should do so in writing. GIL/GERC reserves its right as to whether such additional information should be considered or otherwise
- 24.2 GERC reserves the right to increase or decrease of Scope of Work by 10% without any change in the rate fixed or other terms & conditions, at the time of award of contract. Bidders are also required to consider the variation up to the 10% while quote the price bid.
- 24.3 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.

F. AWARD OF CONTRACT

25 Post-qualification

- 25.1 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.

26 Award Criteria

- 26.1 Subject to ITB Clause 28, GERC will award the contract to the successful bidder decided as per the evaluation procedure mentioned in ITB clause no. 23 mentioned above.

26.2 GERC 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.

27 GERC/GIL's Right to Accept Any Bid and to reject any or All Bids

27.1 GERC/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.

28 Notification of Awards

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

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

29 Signing of Contract

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

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

30 Performance Security

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

30.2 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. (as per prescribed format given at Form 8)

30.3 The Performance Security shall be in the form of Bank Guarantee valid for 5 years from the date of actual start of operation.

30.4 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.

30.5 The proceeds of the performance security shall be payable to GERC as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.

30.6 The Performance Security shall be denominated in Indian Rupees

30.7 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.

- 30.8 The Performance Security will be discharged by GIL and returned to the Bidder on completion of the bidder's performance obligations under the contract.
- 30.9 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.
- 30.10 No interest shall be payable on the PBG amount. GERC 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.

31 Corrupt or Fraudulent Practices.

- 31.1 GERC 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, GERC defines for the purposes of this provision, the terms set forth as follows:
- a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and
- b) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of GERC, 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 GERC of the benefits of the free and open competition;
- 31.2 GERC 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.
- 31.3 GERC 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.

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

- 32.1 In case of any ambiguity in the interpretation of any of the clauses in Bid Document or the Contract Document, GIL's interpretation of the clauses shall be final and binding on all parties.
- 32.2 However, in case of doubt as to the interpretation of the bid, the bidder may make a Written request prior to the pre-bid conference to GERC / GIL

GERC/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 GERC and the Supplier / service provider, as recorded in the Contract Form Signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- b) "The Contract Price" means the price payable to the Service provider under the Contract for the full and proper performance of its contractual obligations;
- c) "Services" means to Design, Develop, Implement, testing and maintenance of web based and mobile compatible application for DRMS and other obligations of the Supplier / service provider covered under the Contract;
- d) "GCC means the General Conditions of Contract contained in this section.
- e) "GERC(s) or Client(s) of "GERC" means Gujarat Electricity Regulatory Commission availing the service from the SP.
- f) "The Client's Country" is the country named in GCC.
- g) "The SP means service provider" means the individual or firm supplying the and / or Services under this Contract.
- h) "Day" means a working day.
- i) "Critical deliverables" means the deliverables supplies by SP
- j) "Time required for approval" means the time lapsed between the date of submission of a critical deliverables (complete in all respect for all the business functions /services) and the date of approval excluding the intermediate time taken by the Service Provider for providing clarifications/modifications and communication.
- k) "Software application/web application" means the design, develop and testing of application as per requirement of GERC.
- l) 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 Goods and Services is distinct from the nationality of the Supplier / service provider.

4 Standards

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

5 Use of Contract Documents and Information

- 5.1 The service provider shall not, without GERC'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 GERC'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 GERC and shall be returned (in all copies) to GERC on completion of the service provider's performance under the Contract if so required by GERC.
- 5.4 The service provider shall permit GERC 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 GERC, if so required by GERC.

6 Patent Rights, Copy Right

- 6.1 The total service provider shall indemnify GERC/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 TSP will develop any solution for GERC as part of project, then the copyright/IPR of that solution will be with the Gujarat Informatics Ltd/GERC. The bidder cannot sell or use (fully / partly) that software for his other customers without written consent from Government of Gujarat.
- 6.3 While passing on the rights (license) of using any customized solution, the TSP shall ensure that such rights are inclusive of the use of that Solution to customization as per requirement of GERC.

7 Inspection/Testing**7.1 Application :**

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

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

7.2 Application Security Audit:

7.2.1 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.

7.2.1.1 The TSP must submit the test results to GERC.

7.2.1.2 Should any inspected or tested software fail to conform to the specifications, the GERC 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 GERC.

7.2.1.3 GERC'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 GERC for its representative prior to the software deployment.

7.2.1.4 No clause in the RFP document releases the TSP from any warranty or other obligations under this Contract.

7.2.1.5 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 GERC, 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 GERC is satisfied with the working of the software on the, the acceptance certificate of GERC will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the software.

7.2.1.6 Before the Application modules are taken over by GERC, the TSP shall supply operation manuals. These shall be in such details as will enable GERC 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 GERC.

8 Delivery of Documents

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

9 Deployment of Software

- 9.1 Service provider must deploy the solution at the places specified by GERC 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.

10 Prices

- 10.1 Prices payable to the service provider as stated in the Contract shall remain firm and fixed during the performance of the Contract.
- 10.2 The prices quoted should not be conditional/optional and it should be in line with the technology and approach presented during the Approach & Methodology Presentation 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.

11 Contract Amendments

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

12 Assignment

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

13 Delays in the supplier / service provider's Performance

- 13.1 Delivery of the software and performance of the Services shall be made by the service provider in accordance with the time schedule specified by GERC in the contract document.
- 13.2 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 GERC 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, GERC 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 GERC, shall be at no extra cost to GERC.
- 13.3 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.

14 Termination for Default

14.1 GERC 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:

14.1.1 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 GERC; or

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

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

For the purpose of this Clause:

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

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

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

15 Force Majeure

15.1 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.

15.2 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.

15.3 If a force Majeure situation arises, the service provider shall promptly notify GERC in writing within 10 days of such conditions and the cause thereof. Unless otherwise directed by GERC 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.

16 Limitation of Liability

16.1 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.

17 Termination for Insolvency

17.1 GERC 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 GERC.

18 Termination for Convenience

18.1 GERC 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 GERC'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.

18.2 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 GERC at the Contract terms and prices. For the remaining services, GERC may elect:

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

18.2.2 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.

19 Right to use defective software/equipment

19.1 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 GERC's operation.

20 Supplier / service provider Integrity

20.1 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.

21 Supplier / service provider's Obligations

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

- 21.2 The service provider will abide by the job safety measures prevalent in India and will free GERC 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 GERC responsible or obligated.
- 21.3 The service provider is responsible for managing the activities of its personnel or sub-contracted personnel and will hold himself responsible for any misdemeanors.
- 21.4 The service provider will treat as confidential all data and information about GERC, 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 GERC.

22 Patent Rights

- 22.1 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 GERC, the service provider shall act expeditiously to extinguish such claim. If the service provider fails to comply and GERC 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. GERC will give notice to the service provider of such claim, if it is made, without delay.

23 Site Preparation and Installation

- 23.1 GERC is solely responsible for the preparation of the sites in compliance with the technical and environmental specification defined by the service provider. GERC 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 GERC 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 15 days after signing of the Contract with GERC.

24 Time limit project

- 24.1 The total time limit for the successful customization & implementation of the solution as per requirement of GERC shall be 3 months form the date of signing the contract which will be excluding the time required for approvals for the critical intermediate submissions. Time required for approval in normal circumstances may not exceed 20 working days for each such critical deliverables.

Activity	Timelines in Weeks	Deliverables
Project Initiation	T = issuance of Lol	Detailing of Project Plan
Business Requirements Analysis	T1 = (T + 2)	Conceptualization report (Identification of the services in consultation with GERC)
	T2 = (T1+2)	<ul style="list-style-type: none"> • User Requirement Specifications Report • As-Is report. Business Process

		<ul style="list-style-type: none"> • Re-engineering Report To-Be report
Completion of Design, Development & Coding	T3 = (T2+4)	Software Requirement Specifications Report <ul style="list-style-type: none"> • Architecture & DB design Report • Deployment Plan
Testing & UAT	T 4 = (T3+4)	Test Cases Test Reports UAT Sign-off Certificate
Application Training & Handholding Support of the modules	T5= (T4+2)	Training & Change Management report, Training Schedule / Plan, Satisfactory Training Completion Feedback Report
Commissioning & Go-Live	T6= (T5+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 issuance of Lol

25 Payment Terms

Sl. No.	Activity	Payment (%)
1	Business Requirements Analysis	20% of payment will be released, if completed within the time frame mentioned in RFP
2	Completion of Design, Development & Coding	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	Application Training & Handholding Support	20% of payment will be released, if completed within the time frame mentioned in RFP
5	Commissioning & Go-Live	10% of payment after successful commissioning.
6	3 years Warranty period for Operation and Maintenance support after Go-Live	equally in each quarter

26 Unconditional Bid

26.1 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.

27 No Variable Cost in Financial Bid

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

28 Resolution of Disputes

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

29 Governing Language

29.1 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.

30 Applicable Law

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

31 Taxes and Duties

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

32 Binding Clause

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

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 TSP to GERC for the duration of the contract for providing Applications, Training, Operation and Maintenance support against the stated scope of work. GERC/GIL shall regularly review the performance of the services being provided by the TSP and the effectiveness of this SLA.

Definitions

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

- "Uptime" shall mean the time period for which the specified services / components with specified technical and service standards are available to GERC 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 GERC and users and excludes the scheduled outages planned in advance for the GERC central IT infrastructure.
- "Incident" refers to any event / abnormalities in the functioning of GERC specified services that may lead to disruption in normal operations of GERC 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.

1.1 Categories of SLAs

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

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

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

1.1.1 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 GERC for certifying the performance of the applications against the target performance metrics as outlined in the table below:

Service Category	Target	Severity	Penalty
Business Requirements Analysis	As per delivery Schedule	Critical	A Penalty of 0.5% of contract value of Software per week delay.
Design, Development & Coding of Software application	As per delivery Schedule	Critical	A Penalty of 0.5% of contract value of Software per week delay.
Testing & UAT	As per delivery Schedule	Medium	A Penalty of 0.5% of contract value of Software per week delay.
Commissioning & Go-Live and Training of GERC officials	As per delivery Schedule	Medium	A Penalty of 0.5% of contract value of Software per week delay.
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 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 GERC. If delay exceeds maximum delay weeks at the particular milestone, GERC 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.

1.1.2 Operational Related Penalty

For Software Uptime

Sl. No	Measurement	Target	Penalty
1	Product Availability Downtime required for maintenance, new initiatives undertaken by TSP or for Performance enhancement measures shall not be considered while calculating product availability. All major maintenance shall be carried out in a planned manner after announcing it across the platform. Any planned shutdown will be done only between 9 pm and 8 am.	>= 99%	INR 5,000 for every 12 hours of downtime at a stretch or in parts on a quarterly basis. And INR 500 for every subsequent hour of downtime at a stretch or in parts for total down time more than 10 hours on a quarterly basis.

SECTION V: SCOPE OF WORK

Introduction

Gujarat Electricity Regulatory Commission (GERC) is a statutory body established under the electricity Act 2003 on 12th November, 1998 to regulate the operations of the electricity supply in the state of Gujarat. It, inter alia, deals with determination of tariff for electricity and regulates electricity purchase and procurement process of distribution licenses.

The Gujarat Electricity Regulatory Commission, hereafter referred as GERC requires to have all its records in the digital forms. For this, the scanning process has already been initiated by GERC and now it requires to have digitized records management system hereafter referred as DRMS.

Brief Description of the project

These Terms of Reference are for the turnkey project for Digitization of records (Indexing and Metadata Entry) at GERC and implementation of a Web enabled Document Archival and Retrieval Information Management System. i.e. Document Management System (DMS) which will work as digital Library accessible to internal users. The GERC is looking for a turnkey service provider who will create the basic metadata of digitized records / artifacts, and port the entire digitized collection into a DMS solution through which the scanned documents can be managed, indexed, catalogued and searched and which provide the requisite source code to GERC and necessary training to the staff of GERC besides preparing necessary user manual and extending support after the digitization.

- Rapid review of the type of artifacts / Documents to be digitized along with the indexing entries in Excel Sheet prepared by GERC personal while scanning of the documents so that if any modification required, it can be done at early stage.
- Indexing and metadata entry of the scanned records and archival of the digitized records including metadata entry.
- Populating the digitized records in the document management system and keeping the digitized data in safe and secure storage media such as SAN/NAS which shall be provided by GERC.
- Through testing of the solution and application.
- Complete implementation of DRMS on Intranet.
- Development of Technical and User manuals.
- Preparing detailed specifications of all the necessary hardware, Software, Connectivity and supporting infrastructure required to run and maintain the DRMS.
- Extensive training of the GERC staff to operate the solution, scan the records, make entry in the system etc.
- Post Implementation Support for a period of three years for corrections and maintenance of the implemented proposed solution for the period of three years after

commissioning of the proposed solution and providing the source code of the used software/solution and also for ensuring the updation of the software, if there is change in the technology at that time or in near future.

The detailed description of the tasks to be performed by the selected Service Provider/vendor is mentioned at Annexure-A:

General Features and Requirements:

The generalized features and technical requirements for the proposed solution to be implemented, but not limited to, can be summarized as follows:

- DRMS application should be compatible to all major browsers (i.e. Firefox, Internet explorer, opera, chrome, Safari, netscape7 etc.)
- Bidder must ensure not to violate any copyright law related to images, templates, code etc.
- Any user input system must have captcha system (Captcha must be neat and clean).
- DRMS application must be optimized for Search Engines (Meta-tags, Dynamic Link Creations, and Dynamic Titles, etc.)
- There should be clear distinction in content for authorized user as per their rights.
- DRMS application should be in specific manner so that authorized officials can easily maintain the respective content themselves.
- No installation of third party scripts to track user activity ad-scripts, hidden back links to other irrelevant Software application.
- Sufficient security measures should be applied against vulnerabilities e.g. hacking / sql-injection-attack etc.
- Mechanism to ensure that there are no 'broken links' (internal as well as external) or 'Page not found' errors.
- The proposed system should be integrated with existing IWDMS/upcoming DMS applications in GERC.
- Considering that the existing records are in English and Gujarati, therefore, the proposed application system MUST cater to English and Gujarati languages. However, it is clarified that the quantum of documents in other than English shall be in minuscule quantity and the same shall be searchable on the basis of Metadata entry and would be part of main record.

- Proposed system must provide optional full integration into network scanning appliances.
- Proposed system must facilitate electronic document storage and indexing.
- Proposed system must store the images in their open file format, and not in a proprietary or encrypted format.
- Proposed system must provide indexing assisting capabilities. The bidder shall have to provide to GERC the source code of the solution and software to be used in the digitization, archival and retrieval of the data.
- The bidder shall ensure all kinds of security provisions including CAPTCHA facility and password protection at server and client side. If there is a provision of user registration then user ID and Pass Word shall be kept in encrypted form.
- The bidder shall complete the assigned work in the time limit specified in the work order.
- The bidder shall regularly update and maintain the Software application as per the request received from Nodal Officer during the warranty period after the Software application Go-live.
- The bidder shall keep track of the record of updation & maintenance request received from Nodal Officer and action taken report. The report shall be sent to the Organization every month.
- It is the responsibility of the Developer to ensure that Standard Programming Practices are adopted while designing the Software application. The use of Active X Controls, Flash, Applets, Animations and other heavy Graphics elements etc. should be avoided on the Home Page to minimize page loading times.
- Data migration required for approximately 7,50,000 (7.5 Lakh) pages. The pages have already been scanned by GERC which are in a searchable PDF format.

Features related:

1. Feedback forms and suggestion box to be provide in the DRMS application.
2. The bidder should be responsible for macro level and micro level design of the Software application ensuring that the site is contemporary in all respects to the extension possible.
3. Searching facility in the Software application for internal Software application search as well as advance search option.
4. The selected bidder has to study the requirement in details in consultation with GERC and develop the DRMS application accordingly after due approval of GERC.

Software Application Development:

There is a need of developing one Web Based Application along with the Software application. The proposed architecture of the system shall be centralized and all data will be stored at central server only. The users of the GERC shall have access to it on the basis of user name and password.

Brief of Login Functionality

Login

Users will be able to login to the system using assigned username and password. User roles will be assigned according to the type of users and accordingly will have restricted privileges. Secure login will be provided by using captcha or equivalent mechanism with option of refreshing given image and also audio option of text.

The user in the application system is logged off automatically if the user is idle for more than a specified and variable period, to prevent access to the system, applications etc. by unauthorized third parties when a terminal is left unattended.

Forgot Password

The forgot password module will allow users to reset their passwords using their registered usernames and e-mail address.

The detailed description of the tasks to be performed by the selected Service Provider/vendor is mentioned below:

Metadata and Indexing of the materials digitized

- The Service Provider must ensure proper indexing of the images/documents. The parameters for indexing and creating metadata have to be provided and finalized by the successful bidder in consultation with GERC.
- Metadata at the GERC would be populated from three sources:
 - i. Catalogues and metadata/indexing information provided by GERC along with the Data.
 - ii. Metadata which can be picked up through intelligent automated OCR procedure inbuilt in the digitization workflow.
 - iii. Keywords, abstracts, synonyms etc. as defined by “domain experts”.

The first two categories mentioned above shall be the responsibility of the selected bidder while the last one will be the joint responsibility of GERC and the Bidder.

- The selected bidder would start with the available catalogue information and additional metadata would be added later in the existing tables, as required.
- The solution should have the capability to refine and add to the metadata over the years, based on user feedback captured in the system.

- The DRMS must provide and the Service Provider must implement a thesaurus of keywords / phrases of metadata so as to support the searching features. All search features must automatically use the thesaurus for locating the records for not only the word /phrase typed by the user but also all its synonyms.

Compliance Standard for Metadata Creation

- a) The Service Provider must follow the following standards for metadata:
- Dublin Core Metadata Elements
 - e-Governance standard for Preservation Information Documentation (e-Gov-PID) of Electronic Records, Department of Electronics & Information Technology (DeitY), Govt. of India, December, 2013.
- b) The indexing and database structure for a particular type of artefact/document would be finalized in discussion with the Section concerned at GERC. However the basic structure must include:
- | | |
|---|---|
| <ul style="list-style-type: none"> • File Type, number, year (e.g. Tariff, Review, Appeal etc.) • Name(s) of Chairman or Member • Name(s) (e.g. Petitioner's Name, Licensee Name, Complainant's Name etc) • Objector's Name(s) • Respondent's Name (s) • Advocate's Name (s) • Employee's Name(s) • Latest File Status • Category • General Remarks • Type of Document • Date of Document • Keywords | <ul style="list-style-type: none"> • Section • Acts • Rules • Regulation • Date of Storage • User, who entered it • Free Text Search e.g. Reply of respondent, Additional submission etc. • Section Details • File Name (Physical, IWDMS, System Generated etc.) • File No. • Physical Location • Classification Category |
|---|---|
- c) Software application should be developed with following included:
- Add new file document with file name, subject, file number (static and auto generated), start date, end date, etc. according to department / Branch.
 - Add note and corresponds with subject, date, keyword into new created file.
 - Edit / Delete note / corresponds.
 - Report generation (i.e. year wise, department/branch wise etc)
 - It shall be the Service Provider's responsibility to migrate the entire DRMS solution (along with all the supporting software) and full data (RDBMS, image files etc.) onto the new Servers procured by GERC and make sure that entire solution is Live and working satisfactorily.

Quality checks and validation of digitized material and checking of catalogue data /index in coordination with GERC:

- a) GERC would constitute a team of internal staff to do a quality check of the output produced by the selected bidder.
- b) The Quality Control Mechanism as defined by Service Provider and agreed by GERC must be followed in all cases and the Service Provider must implement it through Quality Assurance Plan to ensure this.

Digitalised Record Management System (DRMS)

- a) The Service Provider shall as directed by GERC (either during the contract period or just before completion) install DRMS with all supporting software and utilities along with the FULL DATA onto the GERC, Server(s) so that GERC can run the solution smoothly and independently on its own Server(s) and supporting infrastructure, when they decide to do so.
- b) The Service Provider must ensure that all DRMS searches return results within a maximum time of 3-4 (Three- Four) seconds and ALL pages of the DRMS must open (on the GERC intranet) within a maximum time of 2-3 (Two-Three) seconds. The number of concurrent users can be considered as 20-25 for designing the system to achieve this response which may increase further by the same number or more.

Solution Testing

Before going live, the Service Provider should carry out detailed QA/QC test (Quality Assurance / Quality Control) plans so that all the defined functionality features of DRMS are thoroughly tested and found to be working satisfactorily and the service benchmarks (all searches must return results within a maximum time of 3-4 seconds and ALL pages of the application software must open within a maximum time of 2-3 seconds.) are met fully.

Technical and User manuals

- a) The Service Provider should submit a comprehensive, step by step user/technical manual (with screenshots) for digitization of new artefacts and maintenance of the DRMS solution in future.
- b) At a minimum the following four manuals are expected to be delivered by the Service Provider:
 - Digitization Process User Manual
 - DRMS Technical Manual

*All manuals must be available as online help as part of DRMS system.

- c) At a minimum, the user manual should provide detailed step by step procedure for the following modules:
 - Adding New Content
 - Editing Existing/New Content

- Deleting Content
 - Adding keywords to Thesaurus
 - Adding/editing metadata
 - Updating of database
 - Back Up of data
 - Viewing/Creating Reports
 - Creation and Maintenance of User Accounts
 - A Trouble Shooting Guide
 - Uploading of data on the Live Server
- d) The Service Provider should submit 05 hard copies and one soft copy (in a CD/DVD) of the user/technical manual GERC.
- e) All manuals are subject to approval by GERC/GIL.

Training of the Staff / Officials

- a) The selected bidder would train the staff of GERC (approximately 20-25) to use and maintain the DRMS software solution on their own, on scanning the record, creating metadata etc. The training would be measured by requisite skills Upgradation, not duration.
- b) The Service Provider should provide a detailed training roster / plan for the identified representatives of GERC and should basically cover the following modules:
- Operation & routine maintenance of all aspects of the DRMS software
 - Trouble shooting
 - Back Up / Restore of archival database
 - Scanning of the records
 - Creation of metadata
 - Indexing
 - Sorting

Post Implementation Support

- a) Implementation is expected to be carried out within 3 months of time. The Service Provider shall provide a post implementation technical support for at least three years.
- b) The Service Provider should provide details of what is covered as part of this technical support.
- c) Post implementation support beyond the post implementation technical support period of three years may be considered at the discretion of GERC

Software Licensing / Development

- a) The Service Provider must provide details of all licenses required to operate the DRMS solution. This includes any and all third party software licenses required for operating systems, databases and any other software components that form part of the

solution. The softwares should be on Windows platform. All supporting softwares shall be the property of GERC.

- b) The Service Provider shall also supply to GERC the source code of the softwares/solutions/DRMS used in the project of digitisation, scanning, retrieval, archival etc. of the record of GERC. However, it is made clear that the 'Source Code' of operating system of the computer system shall not be required.

DRMS Technical Support

The Service provider will provide technical support services for the DRMS which will include the following:

- a) Technical support for the staff of GERC: The Service Provider shall provide all the required technical and managerial support to run and maintain the DRMS software and all its components. It shall deploy in the GERC itself suitably qualified and experienced technical support person(s) to assist the staff of the GERC with DRMS problems whenever necessary. The space for such technical support person(s) shall be provided by the GERC.
- b) Technical support which needs to be provided to DRMS users shall include (but not limited to):
- Phone number where technical queries can be directed at trained support staff.
 - Frequently Asked Questions (FAQs): The Service Provider shall compile details of common problems/mistakes and solutions to these so that the same can be made available as a standard help within DRMS and also through email.
 - Proper escalation matrix for support and proper response to the problems faced.

DRMS Technical Specification

The proposed DRMS software would be web based technology and it should be on Windows platform. The DRMS shall be an integrated web technology based solution that allows the GERC to integrate all types of records, Judgments / orders and enable the end user to search quickly and comprehensively. The DRMS shall provide extensive features for searching of the database, such as text based searching, context based searching, keywords based searching, index based searching, etc. The details of the functionality required from the DRMS solution is given in this bid. All Service providers / bidders must provide their responses to each of the functionality defined in the Functionality Matrix as part of their Technical Proposal. This Matrix shall form a part of the scope of work for implementation of DRMS and the Service Provider's implementation of the functionality defined herein, shall be the key indicators of Service Provider's performance evaluation. Supply, Install, Develop/Customize and implement Document Management System (DRMS) Software and associated software with the functionalities as mentioned below:

Sr. No.	Functionality
A	General Requirements
1	Ability to support all web browsers like IE 6.0 and onwards, Firebox, Google Chrome etc. The system shall support multiple databases such as Oracle, SQL, My SQL (LAMP), Posgres SQL, etc.
2	Inter-operability - The systems must seamlessly integrate with developed Application and shall support interface with other systems.
3	The proposed Document Management Systems should have its own image viewer for different image file formats that is required to ensure smooth operation of the integrated systems.
4	Ability to support Bulk Import of image and electronic documents through an integrated functionality.
B	Document Acquisition Requirements
1	Ability to support categorization of documents in folders-subfolders etc.
2	Ability to link cross-related documents
3	Ability to provide search facility in the same interface, so that users are able to search the documents to be linked.
4	Ability to support versioning of documents with facility to write version comments
5	Ability to allow Locking of documents for editing and importing it back into the system through check-in/Check-out features
C	Indexing
1	Ability to support automated creation of document database indexes
2	Ability to allow users to customize database and indexing parameters (e.g. users can create index fields based on Petition No, Petitioner, Respondent etc.)
3	Ability to allow documents to be moved from one folder to another and re-indexed without re-scanning.
4	Ability to provide for index processing to be performed while other stations are actively searching, viewing, scanning and editing.
5	Ability to support Automatic full text indexing for Text search.
6	Ability to provide for multiple indexes for different types of documents
7	Ability to provide for user-defined indexes for easy search and retrieval of files and folders.
8	Ability to provide facility to add keywords with documents to act as quick reference for the
9	Ability to Support Auto indexing using Excel, CSV (Comma separated values) import from other applications
D	Search and Retrieval Requirements
1	Ability to support searching of text documents based on user-input character strings, keywords, etc.
2	Ability to support search queries using Boolean operators (e.g. AND, OR and NOT, wildcard) and fuzzy text search.

3	Ability to allow a search of OCR's Documents by text string
4	Ability Upon completion of search, immediately to display all selected images and support quick navigation through documents.
5	Ability to provide for view search values for custom fields before searching.
6	Ability to provide for rapid search and retrieval on multiple very large document repositories (Approximately 15 Lacs pages or more)
7	Search Criteria should be configurable.
E	Documents handling Requirements
1	Context menus provide quick access to common actions
2	Single document upload
3	Web-based multi-file upload
4	Multiple file download
5	Document export utility
6	Unlimited custom fields (document metadata)
7	Custom field types (text, date, numeric, and drop down etc)
8	Role-based security with inheritance
9	Send documents as links or attachments
10	Ability to modify document identifiers if needed
F	Security Requirements
1	The DRMS shall support definition of Users, Groups and Roles relation in the system
2	The system shall support access permissions on Folders, documents and object level
3	The system shall support multiple levels of access rights (Delete/ Edit/ View/Print/ Copy or Download)
4	The system shall support system privileges like Create/Delete Users, Define indexes etc.
5	The system shall support secure login id and passwords for each user and passwords shall be stored in encrypted format in database
6	The system shall support extensive password validations like passwords must be of minimum 8 characters, shall be alphanumeric, locking of user-id after three unsuccessful attempts, password expiry etc.
7	The system shall support Disaster recovery by replicating the data at other server
8	The system shall provide support for HTTP/SSL for secured data transfer
9	The system shall provide LDAP support for integrating with directory services and shall support single sign on
G	Easy Web Administration Requirements
1	The system shall support web-based administration module for the complete management of system.
2	The Admin module shall support Users/Groups/Role definition and granting Access Rights to them and set password expiries
3	The Admin module shall provide easy to use interface for Index structure definition, that can be used by different users
4	The Admin module shall provide facility to take complete and incremental backups

	and shall be able to integrate with third party backup solutions
5	Batch mode supports for administrative operations e.g. change ownership, User deletion.
H	Image Editing Requirements
1	The DRMS shall support Image Editing operations such as page insertion, deletion, merge/split page(s) etc.
I	Document Delivery and Distribution Requirements
1	The DRMS shall support multiple document delivery methodologies
2	The system shall allow users to download documents through HTTP depending upon the access rights
3	The system shall support for Print/Mail of documents
4	Easy to print by page or by document object and support remote print also
5	Supports common SMTP-based mail systems
J	User Management Requirements
1	Users management (on Server for centralized application) should be available to Administrator(s).
2	There should be comprehensive User management system. The Organization should be able to create different levels of users with different powers. There should be templates for a group of users. System should facilitate the creation of different levels of users and assigning different levels rights. There should be provision for disabling a user temporarily or on permanent basis.
3	Solution should support deployment of clustered database solution.
4	Multi-server deployment for scalability, load balancing and fault-tolerance.
5	Supports page-wise data fetching of multipage images
6	The access to the software should be based on user-id and password. The software should capable to support two-factor authentication, if the Organization decides to adopt the same.
7	The passwords for software should adopt strict and complex password policy and should prompt to change the passwords at defined intervals. The user should be able to change the password at any time

SECTION VI – PRE-QUALIFICATION TEMPLATES

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification.

Pre-Qualification Bid shall comprise of following Forms:

Forms to be used in Pre-Qualification Proposal

FORM 1: COMPLIANCE SHEET FOR PRE-QUALIFICATION PROPOSAL

Sr. No	Particulars	Required	Provided (Yes/No)	Reference & Page Number
1	Tender Fee (Bid Processing Fee)	Demand Draft (Form 4)		
2	Earnest Money Deposit (EMD)	Demand Draft / Bank Guarantee (Form 4, Form 10)		
3	Bid Proposal Form	As per Form 2		
4	Particulars of the Bidder's organization	As per Form 3		
5	Financial strength of the bidder	As per Form 5		
6	Details of successfully completed/ongoing software development, implementation and maintenance of projects with value of more than Rs. 2 lacs in the last 3 years as on 31/03/2015. It excludes the cost of procurement, deployment and maintenance of infrastructure.	As per Form 6	-	
7	Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Gujarat and / or black-listed by Gujarat Government departments.	Self-certificate letter		

FORM 2: 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 **“SERVICES PROVIDER FOR DEVELOPMENT & MAINTENANCE OF Software application OF DIGITIZED RECORDS MANAGEMENT SYSTEM”** 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 VI Form 7) 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 GERC.

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 _____

FORM 3: 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)		

FORM 4: 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.)			

FORM 5: FINANCIAL STRENGTH OF THE BIDDER (EXCLUDING HARDWARE & THIRD PARTY SOFTWARE LICENSE PROCUREMENT PROJECTS)

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

FORM 6: Details of successfully completed/ongoing software development, implementation and maintenance of projects with value of more than Rs. 2 lacs in the last 3 years as on 31/03/2015. it excludes the cost of procurement, deployment and maintenance of infrastructure.

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)

FORM 7: FINANCIAL BID FORMAT

Sr. No	Particular	Total Amount without taxes (Rs.)
1	Cost of Web based development for GERC including Design, Development, Implementation, integration, Data Migration, Training & Testing & Go-Live -Annexure A.	
2	Cost of Operations & Maintenance support for the period of three year after Go-Live Annexure B.	
Grand Total		

Note : L1 will be selected based on the Grand Total (Annexure A + Annexure B)

Annexure A: (Line Item 1)

Sr. No.	Item Description	Total Man-month Efforts	Rate per Man-month	Total Amount (Rs.)
		A	B	C=A*B
1	Data Migration			
2	Conceptualization, As-Is, BPR and To-be			
3	URS,SRS, Design, Development			
4	Design, Development, Coding, Integration			
5	Testing & UAT			
6	Commissioning & Go-Live and Training			
7	3 Years Warranty Support after Go-Live			
Grand Total (Rs.)				

Note:

- Taxes are extra as applicable at the time of invoicing. Suppose for Item no.7, 5 person require for 1 Month then for one year 12*5=60 person require similarly for three year 60*3=180 person require.

Annexure B: (Line item 2)

Sr. No.	Item	Man-month rate in Rs.			Total Cost for one years (AMC) in Rs.
		1 st year	2 nd year	3 rd year	
		A	B	C	
1					12* (A+B+C)
2					12 * (A+B+C)
3					12 * (A+B+C)
Grand Total (Rs.)					

Note: Manpower Resources would be changed in the future as per the requirement of the Project.

FORM 8: PERFORMANCE BANK GURANTEE

(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 _____ 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 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.

FORM 9: 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/GERC/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 GERC, Govt. of Gujarat. This should exclude the right of GERC, 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/ GERC /GoG under this project will be with the GIL/ GERC /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 GERC /GIL for the entire period of contract.
6. We will indemnify GERC /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 GERC /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. GERC /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.

FORM 10: 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 Total Solution Provider for _____**, 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:

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

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

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

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

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.