

**Request for Proposal (RFP)  
for  
Selection of Firm/Company  
for  
Design, Development, Integration & Implementation  
of Unified Mobile Application in  
Government of Gujarat**

**Bid Processing Fee: Rs. 5,000/-**

**EMD: Rs. 5,00,000/-**

**Tender no: SW18052016106**

**(May, 2016)**



**GUJARAT INFORMATICS LIMITED**

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Sector-11, Gandhinagar- 382 017

Phone: 079-3256022 Fax: 079-23238925

Website: [www.gujaratinformatics.com](http://www.gujaratinformatics.com)

**Last date of Submission of Pre-bid Queries: 21<sup>st</sup> May, 2016 up to 1100hrs**

**Date of pre-bid meeting: 27<sup>th</sup> May, 2016 at 1100hrs**

**Last date of Submission of online bids: 15<sup>th</sup> June, 2016 up to 1500 hrs**

**Date of Opening of Technical Bids: 15<sup>th</sup> June, 2016 at 1600 hrs**

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## **1 Section 1: Invitation for RFP**

### **1.1 RFP Notice**

Gujarat Informatics Ltd. (GIL), Gandhinagar on behalf of Department of Science and Technology (DST), Govt. of Gujarat is inviting proposals from qualified bidders for the Design, Development, implementation and integration of Mobile Application for the delivery of services of various Government Departments under the Common Service Portal i.e. Digital Gujarat. The bidder will be required to develop and implement 100 services within the 1<sup>st</sup> year of the contract and then gradually increase N. no. of services in the next 4 years.

The project will mainly include the Design, Development, implementation and integration of mobile applications for Windows, iOS & Android platforms and its backend integration with the Common Service Portal i.e. Digital Gujarat Portal. The mobile applications will have to be developed in parallel and to be securely and efficiently integrated with the existing backend systems

The purpose of this Request for Proposal (RFP) is to develop and implement mobile applications for governmental entities in order to provide Citizens enhanced user experience by providing the services through their Mobile devices.

The RFP includes the following documents:

- Section 1 - Invitation for Proposals (IFP)
- Section 2 - Instruction to Bidders (ITB)
- Section 3 - General Conditions of Contract (GCC)
- Section 4: Terms of Reference
- Section 5 – Technical Proposal Forms (TP)
- Section 6 – Commercial Proposal Forms

a. Interested companies may download the RFP document from the website [www.gil.gujarat.gov.in](http://www.gil.gujarat.gov.in) & <https://gil.nprocure.com>

b. The bid must be submitted online through <https://gil.nprocure.com>

- c. Bid Processing Fee **Rs. 5000/-** in the form of DD in favour of “Gujarat Informatics Limited” payable at Gandhinagar.

Earnest Money Deposit **Rs. 5,00,000/-** in the form of DD in favour of “Gujarat Informatics Limited” payable at Gandhinagar.

- d. GIL/DST reserves the right to reject any or all the Proposals in whole or part without assigning any reasons.
- e. This RFP document is not transferable.
- f. Pre-qualification details & Technical Bids will be opened in the presence of Bidders’ or their representatives who choose to attend on the specified date and time.
- g. 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.
- h. The bidder, who intends to participate in this bid, is required to follow the below mentioned stages:
- a. Pre-Bid Conference
  - b. Technical & Financial Bid Submission
  - c. Opening of Eligibility Documents
  - d. Opening of Technical Bid
  - e. Presentation on Approach & Methodology
  - f. Opening of Financial bids of all qualified bidders
- i. Minimum absolute technical score to qualify for commercial evaluation is 60.
- j. The bidder achieving the highest combined technical and financial score will be invited for negotiations and awarded contract.

**1.2 Important Information (Fact Sheet)**

| S. No | Information   | Details  |
|-------|---|--|
| 1.    | RFP No.   | SW18052016106  |
| 2.    | Bid Processing Fee  | Rs. 5,000/-  |
| 3.    | Earnest Money Deposit (EMD) in the form of a DD   | Rs. 5,00,000/-   |
| 4.    | Last date and time for submission of written queries for pre-bid to <a href="mailto:smitag@gujarat.gov.in">smitag@gujarat.gov.in</a>    | <b>21<sup>st</sup> May, 2016 up to 1100hrs</b>   |
| 5.    | Last date and time for submission of DDs of EMD & Bid processing Fee at GIL   | <b>27<sup>th</sup> May, 2016 at 1100hrs</b>  |
| 6.    | Last date and time for submission of proposals (Technical and commercial/Financial) (Online)  | <b>15<sup>th</sup> June, 2016 up to 1500 hrs</b>   |
| 7.    | Opening of Technical Bids   | <b>15<sup>th</sup> June, 2016 at 1600 hrs</b>  |
| 8.    | Place, Time and Date of pre-bid meeting, submission of bid processing fee, EMD and opening of Eligibility, Technical and financial bid. | <b>Gujarat Informatics Ltd.</b><br>Block No. 1, 8 <sup>th</sup> Floor,<br>Udyog Bhavan, Sector-11, Gandhinagar.  |
| 9.    | Financial Bid opening   | Date of opening of Financial Bid will be intimated later   |
| 10.   | Contact Person for queries  | Director (e-Governance)<br>Gujarat Informatics Ltd.<br>Block no. 1, 8th floor,<br>Sector 11, Udyog Bhavan, Gandhinagar.<br>Tel. No: (079) 23259239, (079) 23259240<br>Fax. No. (079)23238925<br>Email : <a href="mailto:viveku@gujarat.gov.in">viveku@gujarat.gov.in</a><br><a href="mailto:smitag@gujarat.gov.in">smitag@gujarat.gov.in</a> |
| 11.   | Bid validity  | 180 days, From date of financial bid opening   |

NOTE: Please note that this bid document is not for actual award of contract / work order but for availing of the services according to the scope given in this bid document.

## 2 Section 2: Instruction to Bidders

### 2.1 Introduction

Gujarat Informatics Limited (hereinafter referred to as “GIL”), on behalf of Department of Science and Technology, Govt. of Gujarat (hereinafter referred to as “DST.”) invites Proposals from firm/companies for “Selection of Firm/Company for Design, Development, Integration & Implementation of Unified Mobile Application in Government of Gujarat in Government of Gujarat”.

#### 2.1.1 Sources of Funds

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

#### 2.1.2 Cost of Bidding

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

### 2.2 Qualification Criteria

The Firm/company meeting the following qualification criteria will be short listed and considered for technical evaluation.

| Sr. No. | Eligibility Criteria  | Document to be submitted with proposal*        |
|---------|---|--|
| 1.      | <b>Legal Entity:</b><br>The bidder should be a Company registered under the Indian companies act, 1956 (or) under the Limited Liability Partnership Act, 2008 (or) a Partnership Act, 1932 and should have been in existence for a period of at least 3 years as on 31 <sup>st</sup> March, 2016. | Certificate of Incorporation/ Partnership firm |
| 2.      | <b>Sales Turnover:</b>  | Completed Form 3                               |

|    |  |   |
|----|--|---|
|    | The firm/company should have an annual turnover of at least <b>Rs. 10 Crore</b> and out of which <b>2 Crore from the Mobile Application Development business</b> in the last 3 financial years (2013-14, 2014-15, 2015-16) as revealed by audited accounts.                                | along with copy of audited Turn Over certificate of CA.                     |
| 3. | <b>Consortium/ Sub-contracting:</b><br>No Consortium/ Sub-contracting allowed  | Na  |
| 4. | <b>Blacklisting:</b><br>Bidders or any other Firm/Company, who is service provider in this project, should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Gujarat and / or black-listed by Gujarat state Government departments. | Self-declaration  |
| 5. | The bidder should have a support office in the State of Gujarat. If not present, the bidder should establish the same within 45 days from the date of issuance of LOI.   | A self-certification to this regard should be submitted along with the bid. |

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

### 2.3 Methodology and Criteria for evaluation of Proposals

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

Only those proposals meeting the above qualification criteria will be evaluated as per the criteria mentioned below.

| Sr. No.   | Criteria   | Max Points | Point system   | Form   |
|-----------|--|------------|--|--------|
| <b>1.</b> | <b>Profile of firm / company</b>   | <b>10</b>  |  |        |
|           | No. of years of operation in India   | 3          | 3 to <5 years – 1 points<br>5 to <7 years – 2 points<br>>=7 years – 3 points | Form 2 |
|           | Full-time professional resources / staff engaged in Mobile Application Development | 2          | 50 –staff – 1 points<br>51 – 75 staff – 2 points                             | Form 2 |
|           | Total Turnover of firm/company for   | 3          | 10 to <15 crores - 1 points  | Form 3 |



| Sr. No.   | Criteria  | Max Points | Point system  | Form   |
|-----------|---|------------|---|--|
|           | last 3 years (in Rs.)   |            | 15 to <20 crores – 2 points<br>≥20 crores – 3 points                                |  |
|           | Turnover of the firm/ company from Mobile Application Development (in Rs.)                        | 2          | 2 to <4 crores - 1 points<br>≥ 4 crores – 2 points                                  | Form 3   |
| <b>2.</b> | <b>Experience of firm</b>   | <b>20</b>  |   |  |
|           | Experience in Development of Mobile Application and Integration of Web Portal in Private Sector.  | 5          | 3 projects – 2 points<br>4 projects – 3 points<br>≥5 projects-5 points              | Form 4 along with completion / work in progress certificate issued by the client |
|           | Experience in Development of Mobile Application and Integration of Web Portal in Government/ PSU. | 5          | 3 projects – 2 points<br>4 projects – 3 points<br>≥5 projects-5 points              |  |
|           | Experience in Developing & Implementation of mobile application with required IT infrastructure   | 10         | 2 projects – 4 points<br>3 projects – 8 points<br>≥4 projects-10 points             |  |
| <b>3.</b> | Approach and Methodology Features/facility of the proposed solution (As per table given below)    | <b>70</b>  | Committee will evaluate the Presentation on understanding, approach and methodology |  |
|           | <b>Total</b>  | <b>100</b> |   |  |
|           | <b>Minimum Qualifying Scores</b>  | <b>60</b>  |   |  |

#### Understanding and approach of firm for the assignment (Technical Presentation)

| S No. | Parameter  | Marks |
|-------|--|-------|
| 1.    | Demonstration of Mobile App                                    | 10    |
| 2.    | Type and quality of User Interface including ease of operation | 07    |
| 3.    | Implementation Strategy  | 05    |
| 4.    | Project Plan / Timelines                                       | 05    |
| 5.    | Proposed value additions                                       | 05    |
| 6.    | Ease of Usage  | 05    |
| 7.    | Ease of Customization  | 10    |
| 8.    | Tools/Technologies used for design and development             | 02    |
| 9.    | Methodology of addition of new services                        | 05    |

|     |  |           |
|-----|--|-----------|
| 10. | Data Exchange Facility   | 05        |
| 11. | Modular approach making it convenient to add modules later         | 04        |
| 12. | Search Facility  | 02        |
| 13. | Technology – Interoperable Platform & compatible to open standards | 03        |
| 14. | Integration approach with CSP                                      | 02        |
|     | <b>TOTAL</b>   | <b>70</b> |

**Technical Bid Evaluation:**

The technical score of a bidder 'Tb' will be assigned to the bidder & it will be awarded based on the Technical Evaluation Criteria as specified above. DST/GIL's decision in this regard shall be final & binding and no further discussion will be held with the bidders whose bids are technically disqualified / rejected. Bidders with technical score of 60 and above will qualify for the evaluation in the commercial bids. The total technical scores achieved by the bidders shall be shared with the bidders & under any circumstances the breakup of the technical score shall not be shared with the bidders.

Tb: Absolute Technical Score

Tmax: Maximum Technical Score

Tn: Normalized technical score of the bidder under Consideration

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

**Financial Bid evaluation:**

The financial bids of only those bidders, who have scored at least 60 marks in the technical evaluation process, will be opened. The Financial Bids will be opened, in the presence of Bidders' representatives who choose to attend the Financial Bid opening on date and time to be communicated to all the technically qualified Bidders. The Bidder's representatives who are present shall sign a register evidencing their attendance. The name of bidder & bid prices will be announced at the meeting. The financial score of a bidder 'Fb' will be assigned to the bidder. 'Fb' will be the total financial quote made by the bidder (excluding the Optional Services quotes sought in the financial bid)

Fn = normalized financial score for the bidder under consideration

Fb = commercial quote for the bidder under consideration

Fmin = commercial quote of the lowest evaluated financial proposal

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

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

#### **Final Evaluation of Bid**

Proposals will be ranked according to their combined technical (Tb) and financial (Fn) scores using the weights (T = 0.40 the weight given to the Technical Proposal; P = 0.60 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.

#### **2.4 Bid Security (Earnest Money Deposit)**

**(Its compliance would be verified at the time of actual opening of the Technical Bid)**

- 2.4.1 The bidder shall furnish the bid processing fee of Rs. 5,000/- and Bid security (Earnest Money Deposit) of Rs. 5,00,000/- in the form of DD favoring "Gujarat Informatics Ltd." and submit to GIL office address as mentioned in Section 1.2.
- 2.4.2 The bid security and bid processing fee must be sent in the sealed cover clearly mentioned that "EMD & BID processing fee for the RFP of Selection of Firm/Company for Design, Development, Integration & Implementation of Unified Mobile Application in Government of Gujarat".
- 2.4.3 Proposals not accompanied by bid processing fee and EMD shall be treated as non-responsive and summarily rejected by GIL/DST.

- 2.4.4 Earnest Money Deposit (EMD) shall be refunded to all the unsuccessful bidders within one month after award of the work to the successful/suitable bidder on a written request.
- 2.4.5 The successful bidder's EMD will be discharged from GIL after the signing of the contract and submission of performance security to DST.
- 2.4.6 The bid security shall be forfeited:
- a. If a Bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Bid Form ;
  - b. Or in case of a successful Bidder, if the Bidder fails:
    - To sign the Contract or
    - To furnish the performance security

## 2.5 Clarification of Bidding Documents

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

| <b>Name of Company/Firm:</b>                                  |                    |                   |                           |                             |
|---|--------------------|-------------------|---------------------------|-----------------------------|
| <b>Responsible person Name, Designation &amp; Contact No.</b> |                    |                   |                           |                             |
| <b>Sr. No</b>   | <b>Section No.</b> | <b>Clause No.</b> | <b>Reference/ Subject</b> | <b>Clarification Sought</b> |
|   |                    |                   |                           |                             |

- 2.5.2 The queries not adhering to the above mentioned format shall not be responded.
- 2.5.3 During evaluation of bids, GIL/DST may, at its discretion, ask the Bidder for a clarification of its bid. GIL/DST may also ask for rate analysis of any or all items and if rates are found to be unreasonably low or high, the bid shall be treated as non-responsive and hence liable to be rejected. The request for a clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.
- 2.5.4 In case of any confusion, non-synchronization or anomaly between RFP/Tender clauses and attached forms/documents, clauses of RFP/Tender and its subsequent amendment shall prevail.

## **2.6 Amendment of Bidding Documents**

- 2.6.1 At any time prior to the deadline for submission of bids, GIL/DST may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bidding documents.
- 2.6.2 In order to allow prospective bidders reasonable time to consider the amendments while preparing their bids, GIL/DST at its discretion, may extend the deadline for the submission of bids.

## **2.7 Language of Bid**

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

## **2.8 Validity of Proposals**

Bids shall be valid for 180 days after the date of financial bid opening prescribed in RFP. A Bid valid for a shorter period may be rejected by GIL/DST as non-responsive. GIL/DST may solicit the bidders' consent to an extension of Proposal validity (but without the modification in Proposals).

## **2.9 Right to Accept Proposal**

GIL/DST reserves the right to accept or reject any proposal, and to annul the proposal process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

## **2.10 Disqualification**

GIL/DST may at its sole discretion and at any time during the evaluation of Proposal, disqualify any bidder, if the bidder has:

- 2.10.1 Submitted the Proposal documents after the response deadline.

- 2.10.2 Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- 2.10.3 Exhibited a record of poor performance such as doing as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
- 2.10.4 Submitted a proposal that is not accompanied by required documentation or is non-responsive.
- 2.10.5 Failed to provide clarifications related thereto, when sought.
- 2.10.6 Declared ineligible by the Government of India for corrupt and fraudulent practices or blacklisted
- 2.10.7 Submitted a proposal with price adjustment / variation provision.

## **2.11 Preparation of Proposal**

- 2.11.1 The Proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings shall be valid only if they are initialled by the authorized person signing the proposal.
- 2.11.2 The Proposal shall be typed or written in indelible ink (if required) and shall be initialled on all pages by authorized representative of the bidder to bind the bidder to the contract. The authorization shall be indicated by Board Resolution/ Power of Attorney and shall accompany the proposal
- 2.11.3 In addition to the identification, the covering letter (Form 1) shall indicate the name and address of the bidder to enable the proposal to be returned in the case it is declared late pursuant, and for matching purposes
- 2.11.4 The information submitted must be definitive and specific. Vague terms, incomplete information, counter offers, and 'uncalled for' correspondence shall not be entertained.
- 2.11.5 Alteration / Rewording / Deletion / Correction of any part in the Tender Document are not permitted. If found in any bid proposal bid may be liable to be rejected without prior intimation to the bidders.
- 2.11.6 The Bidder is required to submit the complete proposal along with required forms etc. The proposal shall be exactly according to the presented formats given in the Tender documents. All columns of the prescribed formats should be filled, and all questions in the tender document must be answered. Any additional information should be enclosed separately and referred to in the relevant column in the proposal formats. Modifications / rewording of formats shall not be acceptable. Bidder is expected to fill the rates/amount for all items

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

- 2.11.7 The technical response should be concise. Any response not as per the specified format may be liable to be rejected. No marketing literature pertaining to the bidder should be enclosed along with the proposal. If enclosed, it may be treated as disqualification
- 2.11.8 Committee may ask bidder(s) for detailed presentations. All such shall be at the cost of bidder.
- 2.11.9 The bidder is expected to examine carefully all instructions, forms, terms and specifications in the Tender document. Failure to furnish all information required in the Tender Document or submission of a proposal not substantially responsive to the Tender Document in every respect will be at the bidders risk and shall result in rejection of the proposal.

## **2.12 Modification and Withdrawal of Bids**

- 2.12.1 The Bidder may modify or withdraw his bid before the last date of submission of bids through the e-Tendering website <https://gil.nprocure.com>.
- 2.12.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by fax but followed by the signed confirmation copy, post marked not later than the deadline for submission of bids.
- 2.12.3 No bid may be modified subsequent to the deadline for submission of bids.
- 2.12.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of the bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.

## **2.13 Submission, Receipt and Opening of Proposals**

- 2.13.1 Sealing and Marking of Bids
- All bids must be submitted online through <https://gil.nprocure.com> as per the formats mentioned in the same using digital signature.
  - Telex, cable, e-mailed or facsimile bids will be rejected.
- 2.13.2 GIL/DST will open all bids in the presence of Bidder or his representative who choose to attend.
- 2.13.3 The Bidder's representative who is present shall sign an attendance register evidencing their attendance. In the event of the specified date of Bid opening being declared holiday

for the GIL/DST, the Bid shall be opened at the appointed time and location on the next working day.

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

2.13.5 Bids that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawal bids will be returned unopened to the Bidders.

2.13.6 Financial Bids of only those bidders who are technically qualified will be opened in the presence of the qualified bidders / their representatives at pre-specified time and date which will be communicated to the qualified bidders well in advance.

#### **2.14 Preliminary Examination**

2.14.1 GIL/DST will examine the bids to determine whether they are complete, whether any computational errors have been made, whether sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

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

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

2.14.4 Conditional bids are liable to be rejected.

#### **2.15 Contacting GIL/DST**

2.15.1 No Bidder shall contact GIL/DST 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/DST, he should do so in writing. GIL/DST reserves its right as to whether such additional information should be considered or otherwise



2.15.2 Any effort by a Bidder to influence GIL/DST 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.

### **2.16 Award of Contract**

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

### **2.17 DST's Right to Vary Quantities at Times of Awards**

DST reserves the right at the time of award of Contract to increase or decrease quantity of work by 30% without any change in rate fixed or other terms and conditions. However for bought out items/components or third party items, the prevailing market rates at the time of award shall be considered.

### **2.18 Bank Guarantee**

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

2.18.2 The Firm/company whose tender is accepted shall deposit 10% of the amount of Contract value as Performance Security valid for the period of contract plus 3 months. If additional work is allotted, the Firm/Company has to deposit the additional Performance Security accordingly. The Performance Security shall be in the form of Bank Guarantee valid for 3 months from the date of actual start of operation.

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

2.18.4 The Performance Security shall be denominated in Indian Rupees and shall be in the form of a bank guarantee issued by a nationalized / scheduled bank and following private banks located in India, in the form provided in the bidding documents.

- IDBI Bank
- AXIS Bank
- HDFC Bank and
- ICICI Bank

- Kalupur Co-operative Bank

- 2.18.5 Within 15 days of the receipt of notification of award from GIL/DST, 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.
- 2.18.6 The Performance Security will be discharged by GIL and returned to the Bidder on completion of the bidder's performance obligations under the contract.
- 2.18.7 In the event of any contract amendment, the service provider shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period.
- 2.18.8 Failure of the successful Bidder to comply with the requirement of the contract and PBG can constitute sufficient grounds for the annulment of the award and forfeiture of the bid security in which event GIL/DST may make the award to the next lowest evaluated bidder or call for new bids.

## **2.19 Fraud and Corruption**

GIL/DST requires that Firm/company selected through this RFP must observe the highest standards of ethics during the performance and execution of such contract. In pursuance of this policy, GIL/DST:

2.19.1 Defines, for the purposes of this provision, the terms set forth as follows:

- "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of GIL/DST or any personnel of Firm/company(s) in contract executions.
- "Fraudulent practice" means a mis-presentation of facts, in order to influence a procurement process or the execution of a contract, to GIL/DST, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive GIL/DST of the benefits of free and open competition.
- "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was given by the GIL/DST in Section IV.
- "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

2.19.2 Will reject a proposal for award if it determines that the Bidder recommended for award has been 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.

2.19.3 will declare a Firm/company ineligible, and black listed either indefinitely or for a stated period of time, for awarding the contract, if it any time determines that the Firm/company has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing the contract. The same shall be conveyed to Dept of Science & Technology/GIL.

## **2.20 Confidentiality**

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

## **2.21 NDA sign with respective customers**

Bidder has to submit the certificate of the customer with whom NDA is signed along with declaration by bidder for the same. Bidder has to submit the necessary documents to establish that they have signed NDA with respective customer.

### **3 Section 3: General Conditions of Contract**

#### **3.1 Definitions**

- 3.1.1 “Applicable Law” means the laws and any other instruments having force of law in India as they may be issued and in force from time to time.
- 3.1.2 “Proposals” means proposals submitted by bidders in response to the RFP issued by GIL/DST for selection of Firm/company.
- 3.1.3 “Competent Authority” means the Secretary, Department of Science & Technology and Managing Director, Gujarat Informatics Limited, Gandhinagar
- 3.1.4 “Committee” means I.T. committee of the DST
- 3.1.5 “Contract Price” means the price payable to the Firm/company on the panel of GIL/DST under the Contract for the complete and proper performance of its contractual obligations.
- 3.1.6 “Firm/company” means any private or public entity, which will provide the services to GIL/DST under the contract.
- 3.1.7 “Contract” means the Contract signed by the parties along with the entire documentation specified in the RFP and a Service Line Agreement (SLA) for the assignment
- 3.1.8 “Day” means Calendar day
- 3.1.9 “Effective date” means the date on which the contract comes into force and effect.
- 3.1.10 “GCC” means General Conditions of Contract, specified in Section 3 of RFP
- 3.1.11 “Government” means State Government.
- 3.1.12 “DST” means Department of Science and Technology, Block No.7, 5<sup>th</sup> Floor, New Sachivalaya, Gandhinagar – 382 017, Gujarat.
- 3.1.13 “GIL” means Gujarat Informatics Limited, Block No.1, 8th Floor, Udyog Bhavan, Gandhinagar – 382 017, Gujarat.
- 3.1.14 “Personnel” means professional and support staff provided by the Firm/company or by any sub-Firm/company and assigned to perform services to execute an assignment and any part thereof
- 3.1.15 “Services” means the work to be performed by the Firm/company pursuant to the selection by GIL/DST and to the contract to be signed by the parties in pursuance of any specific assignment awarded to them by GIL/DST.
- 3.1.16 “Third Party” means any person or entity other than the Central/States/ Central/UT Government, GIL/DST, Firm/company or a Sub Firm/company.

### **3.2 Application**

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

### **3.3 Standards of Performance**

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

### **3.4 Delivery and Documents**

- 3.4.1 As per the time schedule agreed between parties for the assignment under this RFP, the Firm/company shall submit all the deliverables on due date as per the delivery schedule. No party shall, without the other party's prior written consent, disclose contract, drawings, specifications, plan, pattern, samples or other documents to any person other than an entity employed by the affected party for the performance of the contract. In case of the termination of the contact, all the documents prepared by the Firm/company under this contract shall become joint property of GIL/DST & the Firm/company. The Firm/company may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from GIL/DST and GIL/DST reserves right to grant or deny any such request.
- 3.4.2 In the event GIL/DST issues to Firm/company a Deliverable Review Statement requesting corrections, Service Provider shall have a commercially reasonable period of time, as per mutual agreed terms, to make the required corrections to the Deliverables, after which time Service Provider will resubmit the Deliverables and the review cycle will recommence.

### **3.5 Inspection/Testing**

#### **3.5.1 Application Testing**

3.5.1.1 DST 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 DST.

3.5.1.2 As per Govt. of Gujarat circular dated 10th March 2006, the DST applications must be tested at EQDC, GIDC, Gandhinagar or at the location specified by DST at the cost of Service Provider for Functional, Performance and Load Testing. The Service Provider must include testing cost in their financial bid.

#### **3.5.2 Application Security Audit:**

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

- a) The TSP must submit the test results to DST.
- b) Should any inspected or tested software fail to conform to the specifications, the DST 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 DST.
- c) DST'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 DST for its representative prior to the software deployment.
- d) No clause in the RFP document releases the TSP from any warranty or other obligations under this Contract.
- e) The inspection of the working of the developed software shall be carried out to check whether the software is in conformity with the requirements described in the contract. The tests will be performed after completion of installation and commissioning of all the software at the site of installation. During the test run of software, no malfunction, partial or complete failure of any module of software or bugs in the software is expected to occur. All the software should be complete and no missing modules/sections will be allowed. The TSP shall maintain necessary logs in respect of the result of the test to establish to the entire satisfaction of DST, 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 DST is satisfied with the working of the software on the, the acceptance certificate of DST will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the software.

- f) Before the Application modules are taken over by DST, the TSP shall supply operation manuals. These shall be in such details as will enable DST 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 DST.

**3.5.3 IT infrastructure Related:**

- a) Centralized IT Infrastructure at Data Centre, DR Site: The bidder will have to offer the post installation inspection after delivering & installing the equipments at the Data center & at BCP site or the place specified in the RFP.
- b) Any deviation found in the specification of the produced goods or delivered goods after inspection from the tender specifications will lead to the cancellation of the order, forfeiture of EMD/PBG and prohibition in the participation in the future purchase of Government of Gujarat.
- c) The DST/GIL's right to inspect, test and, where necessary, reject the Goods after the Goods arrival at Customer Sites shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

**3.6 Change Request Orders**

- 3.6.1 During the development phase, any change in scope of work, or in design and development of application shall not be construed as change Request order and instead will become part of scope of work accompanying this bid document.
- 3.6.2 DST may, at any time, by written order given to the SP make changes within the general scope of the Contract in any one or more of the following:
  - a) Designs, specifications, requirements of which software or service to be provided under the Contract are to be specifically developed / rendered for DST;
  - b) The place of delivery; and/or the Services to be provided by the SP.

- 3.6.3 Training of personnel of the DST in terms of hours/subjects will be without any additional cost.
- 3.6.4 If any such change causes an increase or decrease in the cost of, or the time required for, the TSP's performance of any provisions under the Contract, equitable adjustments shall be made in the Contract value or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the SP for adjustment under this clause must be asserted within thirty (30) days from the date of the SP's receipt of the DST's change order.

### 3.7 Minimum Service Level Agreement (SLA)

#### 3.7.1 Introduction:

This section details the various service levels to be adhered to by the bidder. The performance of the Bidder and the payment is linked to the Key Performance Indicators listed in the document. The SLAs are intended to:-

Clearly articulate the performance criteria to be used to monitor Service Levels as well as the criteria used to calculate the penalty if any due to violation of Service Levels.

Help successful Bidder to monitor and attain the required service levels.

Bring to attention of DST/GIL and integrating department/s any drop in performance levels.

#### 3.7.2 Implementation related penalty for Application software

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

| Service Category   | Target                   | Severity | Penalty   |
|--|--------------------------|----------|---|
| Successful completion of Design, Development and Coding of all the services. | As per delivery Schedule | Critical | A Penalty of 0.5% of contract value of Software Application per week delay subject to maximum 5%. |
| Testing and UAT of all the modules.  | As per delivery Schedule | Critical |   |
| Application Training and Handholding Support of all the services.            | As per delivery Schedule | Medium   |   |
| Commissioning and Go-Live  | As per delivery Schedule | Medium   |   |



**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 DST. If delay exceeds maximum delay weeks at the particular milestone, DST 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.**

| SLA Measure            | Severity 1                       | Penalty Rs. | Severity 2     | Flat Penalty Rs. |
|------------------------|----------------------------------|-------------|----------------|------------------|
| <b>Resolution Time</b> | < 1 Hrs                          | Nil         | < 3 Days       | Nil              |
|                        | > 1 & < 2 Hrs                    | 15,000      | > 3 & < 6 Days | 5000             |
|                        | Above 2 to 3 Hrs or part thereof | 30,000      | Above 6 Days   | 10000            |

**Severity 1:** Service is unavailable or a fatal error that makes the system unusable resulting in a direct business impact. The problem has resulted in the failure of business critical activities. Immediate action required.

Example: Mobile Application related problems affecting all or most of the users e.g. all users are unable to log-in / submit any service request

**Severity 2: Service is adversely affected resulting in limited business impact or an error that makes a minor function unusable.**

**Example:** Individual user unable to use some of the advanced features / applications of IWDMS e.g. unable to pull a file or correspondence, incorrect data in the reports, etc. Process to measure the SLA and Penalty:

**Step 1:** All problems/issues faced by users need to be communicated to the selected Bidder.

**Step 2:** Upon confirmation of the problem, Bidder's team resolved the Problem and inform DST/GIL.

**Step 3:** Upon resolution of the problem, DST/GIL shall verify and confirm the Bidder on the resolution.

### 3.7.3 IT Infrastructure Service Level - Severity Level Definitions

| Severity Levels   | Response Time from time of logging complaint | Restoration Time -if under control/scope of SI |
|---|--|--|
| L1 : Non availability of system at data center/primary site | 30 min                                       | 6 hours  |
| L2: System Impaired but available.                          | 120 minutes                                  | 3 working days                                 |
| L3: Problem- System Operation Normal but need improvements. | 240 minutes                                  | 6 working days or as mutually agreed           |

Detailed explanation of the Severity levels and possible responses are described below:

**Severity 1 problem: Complete System Down/not available at data centre and work is halted. (Excluding reasons attributable to power shut down, network congestion/non availability)**

- System hangs (unable to save work in progress);
- System functionality failure causes data losses or renders system unusable;
- Functionality failure renders system ineffective;
- System malfunction causes mission-critical applications to restart, hang, or suspend; and
- Security breach vulnerability is identified.

**Severity 1 Response:** Customer's request for support will be transferred to the first available engineer on site and checked at the primary server site for availability. Engineer will take all decisions as may be necessary to make the system available either through replacement of the damaged part or redirecting the users to DR site.

**Severity 2 problem: System Impaired but available.** System is not operating with full capability but is still operational. Some examples of severity 2 calls may include but are not limited to:

- Impaired or broken functionality with significant impact to applications;
- Frequent system failure, but no data loss;
- Serious but predictable management system failure; and
- Significant system performance degradation.

**Severity 2 Response:** An engineer will respond to Customer's request for support after due preliminary analysis of root cause within 2 hours of receiving the request and prepare a plan for restoration in consultation with the govt. appointed project manager and execute the same to make the system available in 3 working days.

**Severity 3 Problem - System Operation Normal but need improvements.** System is up and running with limited or no significant impacts. Some examples of Severity 3 calls may include:

- Bugs which cause limited or no direct impact to performance and functionality;
- Request to replace a bug /provide workaround;
- Limited impact –performance not as per the specified std,; and
- System performance support questions
- Changes in systems/access controls/tuning requirements.

**Severity 3 Response:** An engineer can be expected to respond to Customer's request for support within four (4) hours of receiving the request. The engineer will solely determine on-site support as appropriate. The Resident engineer will propose the plan for restoration in consultation with govt. appointed coordinator and resolve the issue not later than 6 working days or as may be mutually agreed between Govt and SI bidder.

**Service Level measurement, definitions, targets and measurements in table below**

| No | Measurement   | Definition  | Target  | How to Measure            |
|----|---|---|---|---------------------------|
| 1  | System availability at the primary server room (not at client/user machine end) | Availability={1- [(system downtime) / (Total Time-Maintenance Time)]} | Minimum 98.5% uptime measured on a quarterly basis. | Log reports of the system |

System log files shall be conclusive and should provide sufficient proof of the availability of the system.

**Penalties for not meeting SLAs**

Non meeting of SLAs would attract a penalty calculated on cumulative basis in a quarter, of Rs 1000/- per hour for every hour of downtime beyond the period allowed under uptime and calculated as detailed below. SI bidder will have sole responsibility to make the system available as quickly as possible including use of DR resources as may be determined by the SI to meet the SLA requirements.

**Penalty Calculations**

- Penalty calculations shall be calculated on accumulated non-compliance for all of the above SLAs.
- Total Time shall be measured on 24\*7 basis.

- Penalty charges will be Rs.1000/- for every non-compliance hour to be charged on quarterly basis beyond the restoration times specified above for various severity levels and respective resolution times.
- Any planned downtime for maintenance shall be with prior written permission from DST and must be intimated to all users.

### 3.8 Payment Terms

3.8.1 The payment for all the services, activities and deliverables for the work shall be made based on the deliverables submitted in two copies at DST and GIL. The firm/company shall have to submit softcopy of deliverables in the editable form. i.e. in MS Word format

3.8.2 The payment to the successful bidder will be made by DST after approving and accepting the deliverables.

3.8.3 Payment shall be made in Indian Rupees.

3.8.4 The payment schedule is as follows:

| Sl. No. | Activity   | Payment (%)                                       |
|---------|--|---|
| 1       | <b>Application Development</b>   |   |
|         | Submission of Design and Layout of UI (Multiple Options (5-6) )  | 5% payment will be released                       |
|         | Mobile application development, Integration with CSP and SBI ePay, Security audit clearance certificate & UAT. | 15% payment will be released                      |
|         | Go-Live of 30 Services   | 25% payment will be released                      |
|         | Go-Live of 20 Services   | 20% payment will be released                      |
|         | Go-Live of remaining 50 Services   | 30% payment will be released                      |
|         | Technical Documentation & Knowledge Transfer   | 5 % payment will be released                      |
| 2       | <b>Operational and Maintenance support for period of 5 years for application development</b>                   | 5% Quarterly Payment for 5 Year (20 Installments) |
| 3       | Inspection of the supplied Goods & its delivery at the site suggested by DST                                   | 70% payment will be released                      |
|         | Successful completion of installation at site  | 15% payment will be released                      |
|         | After project go-live  | 15% payment will be released                      |

### **3.9 Prices**

Prices payable to the service provider as stated in the Contract shall remain firm and fixed during the performance of the Contract.

### **3.10 Applicable Law**

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

### **3.11 Governing Language**

The Contract shall be written in English Language. English version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English Language.

### **3.12 Sub Contracts**

No Sub Contracting shall be allowed for this project.

### **3.13 Assignments**

The Firm/company shall not assign the project to any other agency, in whole or in part, to perform its obligation under the Contract, without the GIL/DST's prior written consent.

### **3.14 Payments**

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

### **3.15 Suspension**

GIL/DST may, by written notice to firm/company, suspend all payments to the Firm/company hereunder if the Firm/company fails to perform any of its obligations under this contract including the carrying out of the services, provided that such notice of suspension.

3.15.1 Shall specify the nature of failure

3.15.2 Shall request the firm/company to remedy such failure within a period not exceeding thirty (30) days after receipt by the firm/company of such notice of failure

### **3.16 Termination**

Under this Contract, GIL/DST may, by written notice terminate the firm/company in the following ways:

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

3.16.2 Termination for Convenience in whole or in part thereof, at any time.

3.16.3 Termination for Insolvency if the Firm/company becomes bankrupt or otherwise insolvent.

3.16.4 In all the three cases termination shall be executed by giving written notice to the Firm/company as prescribed in Clause 3.17 under GCC(Resolution of Disputes). Upon termination of the contract, payment shall be made to the Firm/company for:

- Services satisfactorily performed and reimbursable expenditures prior to the effective date of termination
- Any expenditure actually and reasonably incurred prior to the effective date of termination

No consequential damages shall be payable to the Firm/company in the event of such termination.

### **3.17 Intellectual Property Rights:**

3.17.1 Deliverables created by Bidder specifically for Govt. of Gujarat and identified as such in the relevant Scope of Work, the IPR of the same shall be the Exclusive property of DST/GIL, the ownership of the Mobile App and the source code will solely lie with Government of Gujarat.

3.17.2 While passing on the rights (license) of using any software/software tool, the Bidder shall ensure that such rights are inclusive of the use of that software for development in addition to deployment.

3.17.3 The software licenses supplied by Bidder shall be genuine, perpetual, full use and should provide patches, fixes, security updates directly from the OEM at no additional cost to DST for the entire period of contract. All the licenses and support should be in the name of DST from the date of procurement.

3.17.4 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 Bidder shall act expeditiously to extinguish such claim. If the Bidder fails to comply and DST is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. DST will give notice to the Bidder of such claim, if it is made, without delay where upon Bidder shall reimburse.

### **3.18 Force Majeure**

3.18.1 Notwithstanding anything contained in the RFP, the Firm/company shall not be liable for liquidated damages or termination for default, if and to the extent that, its delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

3.18.2 For purposes of this clause "Force Majeure" means an event beyond the control of the Firm/company and not involving the Firm/company's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. The decision of the GIL/DST regarding Force Majeure shall be final and binding on the Firm/company.

3.18.3 If a Force Majeure situation arises, the Firm/company shall promptly notify to the GIL/DST in writing, of such conditions and the cause thereof. Unless otherwise directed by the GIL/DST in writing, the Firm/company shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

3.18.4 If a Force Majeure situation arises, the ownership of the Mobile App and the source code will lie with Government of Gujarat.

### **3.19 Resolution of Disputes**

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

#### **3.19.1 Amicable Settlement**

In the case dispute arising between the GIL/DST and the Firm/company, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to Arbitral Tribunal as prescribed by Ministry of Law, Government of India. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

### **3.19.2 Arbitration**

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

### **3.20 Taxes and Duties**

The Firm/company shall fully familiarize themselves about the applicable Domestic taxes (such as VAT, Sales Tax, Service Tax, Income Tax, duties, fees, levies, etc.) on amount payable by GIL/DST under the contract. The Firm/company, sub Firm/company and personnel shall pay such domestic tax, duties, fees and other impositions (wherever applicable) levied under the applicable law.

### **3.21 Legal Jurisdiction**

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

### **3.22 Notice**

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



## **4 Section 4: Terms of Reference**

### **4.1 Background**

#### **4.1.1 Basic Information:**

Department of Science & Technology (DST) has been constituted vide General Administration Department G.R. No. DST/2002/398/ITD dated 21st June, 2002 and it has been operational since 01.04.2003. This department mainly looks after the growth and development of new & emerging technology areas and is responsible for formulation and implementation of key policies in this sector in the State of Gujarat. As of now DST has been looking after the following areas of technology in the State.

- Information & Communication Technology including e-Governance
- Biotechnology
- Science and Technology
- Remote Sensing and Space Applications
- Seismology

Gujarat Informatics Ltd. (GIL), Gandhinagar on behalf of Department of Science and Technology, Govt. of Gujarat invites proposals from Firm/Companies for selection of firm/company for Development and Implementation of Mobile App as described in Section 4.2 “Scope of Work” of this RFP. GIL is the Nodal Agency for this public procurement.

#### **4.1.2 Project Background:**

Mobile technology and devices have become an integral part of human life. The development of mobile communication technologies has created a new platform for Governments to reach out to a much greater number of people and has equally facilitated citizens to access Government information and services “anytime, anywhere” eliminating the barriers of time and space.

The aim of DST is to further augment m-Governance as an extended arm of e-Governance. Government services will be delivered to the citizens through mobile devices or wireless equipment’s through various channels using mobile technologies. This will also reduce the need of physical network for communication and act as an enabler for a more connected society.

#### 4.1.3 Objectives:

The required solution for the mobile applications should enable the users or beneficiaries for the services included in the project scope to start and end services online using their mobile devices without visiting the government entities including submission of application, tracking the status, receiving alerts and notification, paying required fees online as well as the delivery of the final formal or official document (if needed).

#### 4.2 Scope of Work

Project involves following key activities:

- i. Design, Development, Integration & Implementation of Unified Mobile Application
- ii. Operation and Maintenance Support
- iii. Procurement and Supply, Installation and Commissioning of IT Infrastructure with necessary software product/tool licenses, if required.

#### The bidder will be required to develop and implement Mobile App with:

1. First 30 services in \*T+10 Weeks
2. Next 70 services within the 1<sup>st</sup> year (i.e. \*T+ 12 Months) in of the contract.
3. N. nos. of the services in next 5 years @ Rs. 10,000 per services

\*T= Issuance of Work order

#### 4.2.1 Design, Development , Integration & Implementation of Unified Mobile Application

In order to develop and launch/publish the unified Mobile Apps, the selected bidder is required to perform the activities mentioned below, noting that any additional related activities needed for the proper functioning of the system shall be provided by the winning bidder and its cost shall be included in the fixed lump sum price submitted by the bidder:

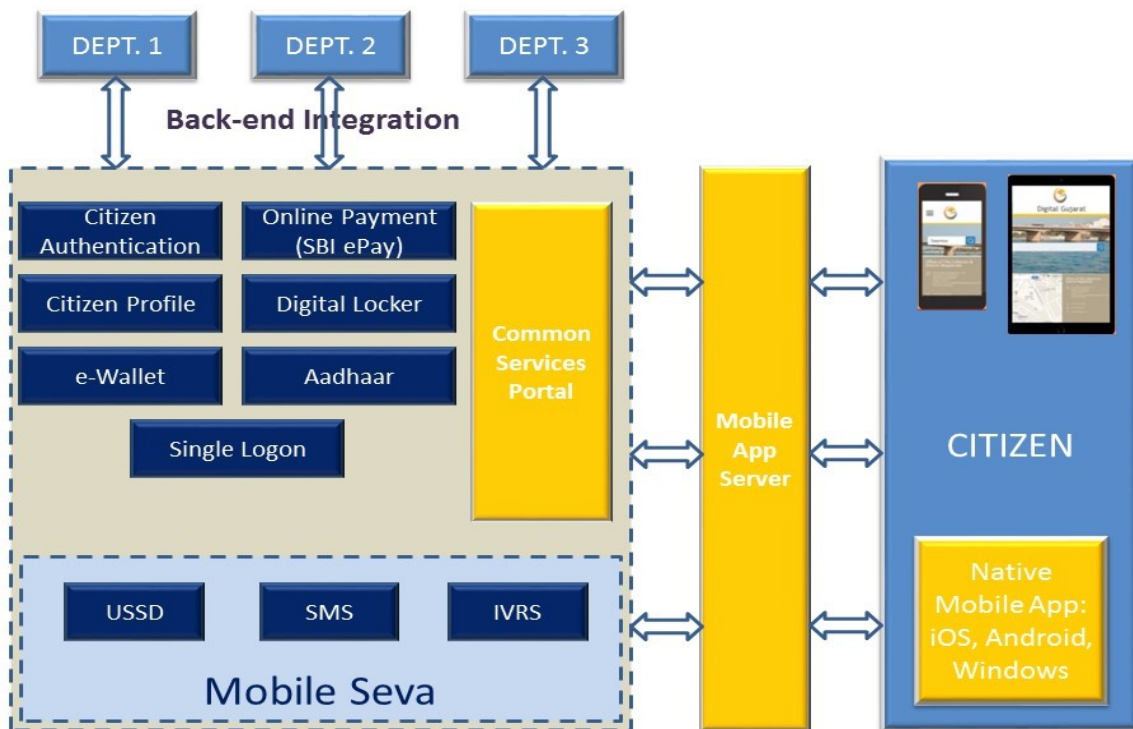
- Integrate with the Common Services Portal (user profile and registration, authentication, application processing, push notifications, etc.).

For Service enablement, there will be an integration of API with the services of Common Services Portal and enabling corresponding service flow on the each enabled channel. The APIs/Web Services shall be hosted on the mobile server which needs to be procured under this RFP. This mobile server will act as a middleware between mobile app and Common Service Portal Web Application. This integration will have to make services available on an end-to-end basis. Basic Technical Specifications of CSP are given below:

- Web technology: ASP.NET 4.5
- Web server: 2012, IIS 8.0
- Database Server: MS SQL 2012 enterprise edition
- Incorporate analytics into mobile app, to track and identify users experience and actions
- Integrate with **SBI ePay** to process online payments for Service/ Application fees.
- Design, develop, implement, install, test, and publish (install, test, launch) and rollout of the developed mobile application.
- Provide App Design Documentation, App Installation guide, App Administration guide and App user operation document together with detailed functional, non-functional and technical specifications of the proposed solution, use cases and use case diagrams considering the integration with backend systems
- Identify the App Limitations
- Identify Risk if any post App Implementation along with Mitigation Plan
- Mobile Storage Disk space and memory required for the proposed App
- List out the assumptions related to load & infrastructure (such as mobile specifications, internet bandwidth etc.)
- Delivery should be in the form of a published App and will be property of the DST, Gujarat
- Performance Testing, Security Testing & Usability Testing certification from recognized authority.
- Capacity Building, Overall Integration, User acceptance testing & Go-Live
- It should be ensured that the Mobile Apps works flawlessly across different platforms.
- Deliver and provide handover for the source code and any additional software components that are developed to fulfill the project requirements.
- Provide technical documentation: requirements, design, architecture, installation, configuration, user manual etc.
- Conduct knowledge transfer sessions to operation team (NIC) to cover all topics related to developed solution, these shall include but not limited to the following:
  - System Installation, Administration and Configuration
  - Source code
  - System Operation and Troubleshooting
- Design and Development should be coded using open source Technologies/ Tools/framework. It should not use any proprietary Technologies/ Tools/framework.
- Bidders shall provide adequate onsite resources to manage and monitor the implementation and to coordinate with DST/GIL, SeMT, NIC and other key Stakeholders.

- It will leverage following facilities of the Mobile Seva of CDAC under National Rollout of the Mobile Services Delivery Gateway
  - SMS Gateway Service
  - USSD based services
  - IVRS based services

**Proposed Architecture:**



**Technical Specification for the Mobile Applications:**

- The mobile applications must be compatible with and accessible on Mobile platforms (iOS, Android & Windows) and devices.
- Design the User Interface and User Experience to ensure that the service is user-friendly.
- Structure overall content to make it screen reader friendly.
- Mobile Application should be scalable.
- Design of consistent visual elements and Mobile Apps architecture that is scalable and expandable.

- Resolution independent Mobile Apps that will automatically expand/compress itself as per the screen resolution.
- Having some way for users to provide feedback on the mobile apps, a quick way to report bugs or errors.
- One time download. No running cost for user.
- Should have features like Document upload, image capture & upload, etc.
- Should integrate with SBI e-Pay for Online Payments.
- Should have Modular build with dynamic forms.
- Should provide multilingual support and User interface should be available in English & Gujarati.
- Should have functionalities like:
  - Social Media: Facebook, Twitter, etc.
  - Able to access Phone Camera, Phonebook, GPS, etc.
  - Auto read OTP
- The developed Mobile App should consider the performance measures in terms of memory, CPU consumption.
- The design of Mobile Application should be hybrid, it should be Native for front-end (Framework, CSS, App structure, etc.) and it should use back-end work flow of Common Services Portal for transactions purposes.
- The solution architecture should be able to address the future scalability requirements, in terms of both application (to add new services) and infrastructure and backend (adding more users).
- The solution architecture should be highly available and in harmony with the existing backend systems.
- The solution should enforce network level security, traffic to be encrypted using secured connectivity.
- For Mobile App, the solution should use authentication mechanism that is integrated with the existing systems' authentication services (Common Services Portal). Mobile users must use the same user name and password they currently use for the same Web version (Common Services Portal) of the services. Also, the solution must be integrated with existing systems user profiles and registration module.
- The Apps should provide an update feature in case of newly published version.
- Existing Helpdesk facility of Common Services Portal shall be used for providing support to the Citizens.

#### 4.2.2 Procurement and Supply, Installation and Commissioning of IT Infrastructure:

- The Infrastructure has to be hosted at State Data Center, Gandhinagar. The Bidder is required to provide a detailed bill of material (BoM) (*as per Form-6*) to Design, Develop, integrate and deploy the Mobile App in technical bid. The Bidder is required to submit the year on year infrastructure size as well. Bidder will be responsible to procure all the necessary System S/W and Components under the BoM. The same should be quoted in the financial bid. DST/GIL will require a proper, satisfactory explanation for the BoM proposed by the Bidder.
- The items quoted and to be deployed by the bidder should be procured from the reputed OEM.
- Quoted item should be latest and should not have been declared end of sale and end of support.
- AMC/Services and Spares should be available in Gujarat for the quoted items.
- The quoted product should be available with all OS and other required Software with licenses and necessary updates/upgrades for the same.

#### 4.2.3 Operation and Maintenance Support

- a. Bidder has to quote the rate of O & M Support considering the development and maintenance of N. nos. of the services up to 5 years.
- b. Service segmentation strategies based on user profiling & categorization
- c. Strategies for targeting and personalization
- d. Application development and maintenance
  - i. Administrative support requests: changes which has to be made in the software due to change in the administrative policy/rules
  - ii. Technical support requests:
    1. System faults
    2. Record errors
    3. Bug-fixing etc
- e. Alliance management with all the stakeholders.
- f. Infrastructure management including Upgrades, QoS/SLA management, technology re-invention etc.
- g. Impact analysis of services/applications and improvement (to be done every quarter)
- h. System Monitoring

- i. Hands-on Training on need basis

**4.2.4 Bidders are required to keep following in consideration while preparing the financial proposal:**

- a. Design, Development, deployment of Mobile Application and integration with Common Services Portal for 100 services in 1 Year
- b. Design, Development, deployment and integration of N nos. of services for each additional service Rs.10,000/- per service shall be payable.
- c. Procurement and Supply, Installation and Commissioning of IT Infrastructure with necessary software product/tool licenses.
- d. O & M for 5 Years after initial 1 year of project for application as well as IT Infrastructure

**Note: No procurement for Mobile Service Delivery Platform and Gateway shall be done as a part of this RFP.**

**4.3 Deliverables & Timelines**

The Firm/Company is expected to provide following deliverables to DST/GIL and other deliverables like status report, presentation etc., if any asked by the DST/GIL from time-to-time.

| Sr. No. | Activities   | Timelines (in weeks) : *T | Deliverables   |
|---------|--|---------------------------|--|
| 1       | Submission of Technical Documents  | T + 2 Weeks               | Submission of Design and Layout of UI (Multiple Options (5-6) )                    |
| 2       | Mobile application design, Development, Integration (with CSP, SBI ePay) & UAT | T + 8 Weeks               | UAT Report (go-Live with 30 services)  |
| 3       | Go-Live of 30 Services   | T + 10 Weeks              | Go-Live Report   |
| 4       | Go-Live remaining (70) services  | Within 1 Year             | Go-Live Report   |
| 5       | Operation & Maintenance  | 5 Years                   | Capacity Building, Knowledge Transfer and Submission of Technical Design Documents |

**Note: \*T = Date of Issue of Work Order**

#### **4.4 Validity of Contract**

The Contract would be for period of **1 Year Design & Development and subsequent 5 Years O&M**, beyond which it can be extended on mutually agreeable terms and under the same pro-rata prices as quoted by the Firm/Company under this tender.



## **5 Section 5: Proposal Forms (TP)**

### **5.1 Form 1 – Covering Letter**

*(To be submitted on the Firm/company letterhead)*

Date:

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

**Ref: RFP Notification no. \_\_\_\_\_ dated \_\_\_\_\_**

**Subject: Submission of proposal in response to the RFP for “Selection of Firm/Company for Design, Development, Integration & Implementation of Unified Mobile Application in Government of Gujarat”.**

Dear Sir/Madam,

1. Having examined the RFP document, we, the undersigned, herewith submit our proposal in response to your RFP Notification no. \_\_\_\_\_ dated \_\_\_\_\_ for **“Selection of Firm/Company for Design, Development, Integration & Implementation of Unified Mobile Application in Government of Gujarat”**, in full conformity with the said RFP document.
2. We have read the provisions of the RFP document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
3. We agree to abide by this Proposal, consisting of this letter, the Qualification Criteria forms and the Technical Proposal form, the duly notarized Board Resolution/ Power of Attorney, and all attachments, for a period of 180 days from the date fixed for submission of Proposals

as stipulated in the RFP modification resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

4. If we are entrusted an assignment, we undertake to provide a Bank Guarantee in the form and amount prescribed.
5. We hereby declare that all the information and statements in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
6. We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RFP.
7. We would like to declare that we are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
8. We understand you are not bound to accept any proposal you receive.
9. We hereby declare that our proposal submitted in response to this RFP is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Sincerely,

Dated this (date / month / year)

Authorized Signature [in full and initials]:

Name of Authorized Signatory:

Designation of Authorized Signatory:

Name of Firm/company:

Address:

**5.2 Form 2 – General Information**

| <b>Sr. No</b> | <b>Particulars</b>  | <b>Details to be furnished</b> |            |
|---------------|---|--------------------------------|------------|
| <b>1.</b>     | <b>Details of responding Firm/company</b>                           |                                |            |
| a)            | <b>Name</b>   |                                |            |
| b)            | <b>Address</b>  |                                |            |
| c)            | <b>Telephone</b>  |                                | <b>Fax</b> |
| d)            | <b>Website</b>  |                                |            |
| <b>2.</b>     | <b>Details of Contact Person</b>                                    |                                |            |
| a)            | <b>Name</b>   |                                |            |
| b)            | <b>Designation</b>  |                                |            |
| c)            | <b>Address</b>  |                                |            |
| d)            | <b>Telephone no.</b>  |                                |            |
| e)            | <b>Mobile no.</b>   |                                |            |
| f)            | <b>Fax no.</b>  |                                |            |
| g)            | <b>E-mail</b>   |                                |            |
| <b>3.</b>     | <b>Details of Authorized Signatory (<i>please attach proof</i>)</b> |                                |            |
| a)            | <b>Name</b>   |                                |            |
| b)            | <b>Designation</b>  |                                |            |
| c)            | <b>Address</b>  |                                |            |
| d)            | <b>Telephone no.</b>  |                                |            |
| e)            | <b>Mobile no.</b>   |                                |            |
| f)            | <b>Fax no.</b>  |                                |            |
| g)            | <b>E-mail</b>   |                                |            |
| <b>4.</b>     | <b>Information about responding Firm/company</b>                    |                                |            |
| a)            | <b>Status of Firm/company (<i>Public Ltd. / Pvt. Ltd etc</i>)</b>   |                                |            |
| b)            | <b>No. of years of operation in India</b>                           |                                |            |
| c)            | <b>Details of Registration (<i>Ref e.g. ROC Ref #</i>)</b>          | <b>Date</b>                    |            |
|               |   | <b>Ref #</b>                   |            |

|    |   |  |
|----|---|--|
| d) | Income Tax Registration number.(PAN)                              |  |
| e) | Service Tax Registration No.                                      |  |
| f) | Years of operations in India.                                     |  |
| g) | <b>No. of resources/ staff in India</b>                           |  |
| h) | <b>Locations and addresses of offices</b> (in India and overseas) |  |

### 5.3 Form 3 – Financial Details

| Sr. No | Particulars                                    | Details to be furnished |
|--------|--|-------------------------|
| 1.     | <b>Turnover of Firm/company (in Rs crores)</b> |                         |
| a)     | FY 13-14                                       |                         |
| b)     | FY 14-15                                       |                         |
| c)     | FY 15-16                                       |                         |

*\* Please attach relevant documents as proof in support of above declarations*

**5.4 Form 4 – Summary of experience in Mobile Application Development projects**

| Sr. No. | Project Title | Client name | Project Duration | Project Details in Brief | Value of Engagement |
|---------|---------------|-------------|------------------|--------------------------|---------------------|
|         |               |             |                  |                          |                     |
|         |               |             |                  |                          |                     |
|         |               |             |                  |                          |                     |
|         |               |             |                  |                          |                     |
|         |               |             |                  |                          |                     |
|         |               |             |                  |                          |                     |

- *Please provide Work Order/ Client Letter/ Job Completion Certificate for each of the projects mentioned above. In absence of any of the above documents, please provide a self-attestation by Authorized Signatory that the mentioned projects were undertaken by the Consulting firm/company. In absence of any of the above documents, the project shall not be considered for evaluation*

**5.5 Form 5 – Experience of firm/company for Mobile Application Development Projects.**

**Profile of firm/company**

[Provide here a brief (two pages) description of the background and profile of your Mobile Application Development business]

**Experience of the firm/company**

[Use separate sheet for each assignment]

|     |  |  |
|-----|--|--|
| 1.  | Name of Assignment   |  |
| 2.  | Name of client   |  |
| 3.  | Address  |  |
| 4.  | Approx. value of the contract (in Rupees Lakhs)                                  |  |
| 5.  | Location of project  |  |
| 6.  | Duration of Assignment/job (months)  |  |
| 7.  | Start date (month/year)  |  |
| 8.  | Completion date (month/year)   |  |
| 9.  | Name of professional staff of your firm/company involved and functions performed |  |
| 10. | Name of associated consulting firm/company, if any                               |  |
| 11. | No. of professional staff-months provided by associated consulting firm/company: |  |
| 12. | Description of the project   |  |
| 13. | Services provided for the project  |  |

*\* Please provide Work Order/ Client Letter/ Job Completion Certificate for each of the projects mentioned above. In absence of any of the above documents, please provide a self-attestation by Authorized Signatory that the mentioned projects were undertaken by the Consulting firm/company. In absence of any of the above documents, the project shall not be considered for evaluation*

**5.6 Form 6 - Proposed Bill of Material quoted**

| Sr. No. | Item | Make and Model | Technical Specifications | Quantity | Remarks (If any) |
|---------|------|----------------|--------------------------|----------|------------------|
|         |      |                |                          |          |                  |
|         |      |                |                          |          |                  |

Bidder may quote and add the hardware equipment as per the scope of work

**5.7 Form 7 - Original Equipment Manufacturer (OEM) 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*) do hereby authorize M/s. \_\_\_\_\_ (*Name and address of Agent*) to submit a bid, and sign the contract with you against the above IFB.

We hereby extend our full guarantee and warranty Clause of the General Conditions of Contract for the product and services offered by the above firm against this tender.

Yours faithfully,  
(Name)  
(Name of manufacturers)

**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 OEM as well as Bidder. The Bidder in its bid should include it.

## 6 Section 6: Financial/ommercial Proposal Forms

### 6.1 Financial/Commercials Format

| Sl. No. | Description   | Total Amount (Rs.) |
|---------|---|--------------------|
| 1       | Design, Development & Deployment of Mobile App and Integration with Common Services Portal – Part 1 |                    |
| 2       | IT Infrastructure – Part 2  |                    |
| 3       | Operational and Maintenance support for period of 5 years – Part 3                                  |                    |
|         | <b>Grand Total (1 + 2 + 3)</b>  |                    |

*Note:*

- The charges mentioned above shall be inclusive of all the expenses.
- No extra charge will be paid to the Firm/Company apart from the prices quoted above.
- Taxes are extra as applicable at the time of invoicing,

#### Part 1:

| Sl. no.                  | Item Description Original  | Total Man-month Efforts | Rate per man-month | Total amount (Rs.) | Tax      |
|--------------------------|--|-------------------------|--------------------|--------------------|----------|
|                          |  | <b>A</b>                | <b>B</b>           | <b>C= A* B</b>     | <b>D</b> |
| 1.                       | Design, Development and Coding including integration requirements        |                         |                    |                    |          |
| 2.                       | Testing, UAT and Training of overall system up to 100 services in 1 year |                         |                    |                    |          |
| <b>Total Amount(Rs.)</b> |  |                         |                    |                    |          |



**Part 2:**

| Sr. No.                  | Item of IT infrastructure, system software etc. | Per unit Onetime cost without tax (Rs.) | Req. (in Nos.) | Warranty cost (Rs.) |       |       |       |       | Total Cost with out tax (Rs.) | Taxes |
|--------------------------|---|---|----------------|---------------------|-------|-------|-------|-------|-------------------------------|-------|
|                          |   |   |                | Yr. 1               | Yr. 2 | Yr. 3 | Yr. 4 | Yr. 5 |                               |       |
|                          |   |   |                | A                   | B     | C     | D     | E     | F                             |       |
| 1.                       |   |   |                |                     |       |       |       |       |                               |       |
| 2.                       |   |   |                |                     |       |       |       |       |                               |       |
| 3.                       |   |   |                |                     |       |       |       |       |                               |       |
| 4.                       |   |   |                |                     |       |       |       |       |                               |       |
| 5.                       |   |   |                |                     |       |       |       |       |                               |       |
| <b>Total Amount(Rs.)</b> |   |   |                |                     |       |       |       |       |                               |       |

**Part 3:**

| Item            | Total Man month Effort | Rate per man-month | Total |
|-----------------|------------------------|--------------------|-------|
| A               | B                      | C                  | D=B*C |
| <b>1st Year</b> |                        |                    |       |
| <b>2nd Year</b> |                        |                    |       |
| <b>3rd Year</b> |                        |                    |       |
| <b>4th Year</b> |                        |                    |       |
| <b>5th Year</b> |                        |                    |       |
| <b>Total</b>    |                        |                    |       |

- Note: example, If 5 person require for 1 Month then for one year 12\*5=60 persons require for one year.
- Note: The cost of Part 3 should cover the O & M of Mobile app framework and N. nos. of services developed and deployed by bidder during development and O & M phase.