

RFP

Of

**Section of Agency for
Development of web application of
Vendor Registration System
Of
Gujarat Medical Services Corporation Ltd**

(May 2016)

Tender No. SW04052016103

**Bid Processing Fee: 500
Earnest Money Deposit: 24,000**



GUJARAT INFORMATICS LIMITED
Block 1, 8th floor, Udhyog Bhavan Sector-11,
Gandhinagar- 382 010 Phone: 079-23256022
Website: www.gil.gujarat.gov.in

Last date of receipt of pre-bid queries: 10th May, 2016 up to 1500 hrs
Date of Pre-Bid Meeting: 16th May, 2016 at 1500 hrs
Last date of Submission of Bid: 04th June, 2016 up to 1500 hrs
Opening of Technical Bid: 04th June, 2016 at 1600 hrs

Abbreviations

- **GoG:** Government of Gujarat
- **GIL:** Gujarat Informatics Limited
- **SP:** Service Provider
- **SI:** System Integrator
- **VRS:** Vendor Registration System
- **SLA:** Service Level Agreement
- **OEM:** Original Equipment Manufacturer
- **IPR:** Intellectual Property Rights
- **SDC:** State Data Center
- **GMSCL:** Gujarat Medical Services Corporation Limited

INDEX

| | |
|--|----|
| SECTION I: INVITATION FOR BIDS (IFB) | 5 |
| SECTION II: INSTRUCTIONS TO BIDDERS (ITB) | 7 |
| 1 Definitions..... | 7 |
| 2 Pre-qualification Criteria | 7 |
| 3 Cost of Bidding..... | 8 |
| 1 Contents of Bidding Documents..... | 8 |
| 2 Pre-Bid Conference/Clarification of Bidding Documents | 8 |
| 3 Amendment of Bidding Documents | 8 |
| 1 Language of Bid | 9 |
| 2 Documents Comprising the Bid..... | 9 |
| 3 Bid Form | 9 |
| 4 Bid Prices | 9 |
| 5 Bid Currency | 10 |
| 6 Bid Security/Earnest Money Deposit..... | 10 |
| 7 Period of Validity Bids | 10 |
| 8 Format and Signing of Bid | 10 |
| C. SUBMISSION OF BIDS | 11 |
| 1 Sealing and Marking of Bids | 11 |
| 2 Deadline for Submission of Bids | 11 |
| 3 Late Bids | 11 |
| 4 Modification and Withdrawal of Bids..... | 11 |
| D. BID OPENING AND EVALUATION OF BIDS | 11 |
| 1 Opening of Bids by GIL | 11 |
| 2 Clarification of Bids | 12 |
| 3 Preliminary Examination | 12 |
| 4 Methodology & Criteria for Technical, Commercial and final evaluation..... | 12 |
| 5 Technical Bid Evaluation: | 13 |
| 6 Financial Bid evaluation: | 13 |
| 7 Final Evaluation of Bid..... | 13 |
| 8 Contacting GIL/GMSCL..... | 14 |
| E. AWARD OF CONTRACT | 14 |
| 1 Post-qualification | 14 |
| 2 Award Criteria..... | 14 |
| 3 GMSCL/GIL's Right to Accept Any Bid and to reject any or All Bids..... | 14 |
| 4 Notification of Awards | 14 |
| 5 Signing of Contract..... | 14 |

| | | |
|---|--|----|
| 6 | Performance Security | 15 |
| 7 | Corrupt or Fraudulent Practices..... | 15 |
| 8 | Interpretation of the clauses in the Tender Document / Contract Document | 16 |
| | SECTION III: GENERAL CONDITIONS OF CONTRACT | 17 |
| | SECTION IV: SERVICE LEVEL AGREEMENT (SLA) & PENALTY CLAUSE | 26 |
| | SECTION V: SCOPE OF WORK..... | 28 |
| | SECTION VI: FORMS..... | 30 |

SECTION I: INVITATION FOR BIDS (IFB)

COMPETITIVE BIDDING FOR SELECTION OF SERVICE PROVIDER FOR DEVELOPMENT AND MAINTENANCE OF WEB APPLICATION OF VENDOR REGISTRATION SYSTEM (VRS) FOR GUJARAT MEDICAL SERVICES CORPORATION LIMITED (GMSCL).

1. Request for Proposal for Selection of Service Provider for Analysis, Design, Development, Testing, Implementation and Maintenance of Web Application for Vendor Registration System of GMSCL, Government of Gujarat for the period of two years of Operation and maintenance.
2. The bidder shall be responsible for providing all types of applications/services, as mentioned in Tender document & Scope of Work, as a part of this project.
3. Please note that this bid document is not for actual award of contract / work order but to call the rates as per the financial bid for Development and Maintenance of Application of Vendor Registration System (VRS) for GMSCL.
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 Web Application for Vendor Registration System (VRS) of GMSCL.

| Sr. No. | Information | Details |
|---------|--|--|
| 1. | Last date for submission of written queries for clarifications Only by e-mail. | 10th May, 2016 up to 1500 hrs e-mail ID: sanketp@gujarat.gov.in krunals@gujarat.gov.in ; |
| 2. | Place, date and time for Pre bid conference | 16th May, 2016 at 1500 hrs Conference Room, Gujarat Medical Services Corporation Limited, Block No 14, Ground and 1 st Floor, Dr. Jivraj Mehta Bhavan, Gandhinagar |
| 3. | Last date and time for submission of Bid security/EMD & Bid Processing fees in GIL physically. | 04th June, 2016 up to 1500 hrs (No relaxation to anyone including SSI units) |
| 4. | Last date and time for submission of proposals (Technical and Commercial) (Online) | 04th June, 2016 up to 1500 hrs |
| 5. | Place, date and time for opening of technical proposals | 04th June, 2016 at 1600 hrs Conference Room, Gujarat Informatics Ltd. Block No. 1, 8th Floor, Udyog Bhavan, Gandhinagar |
| 6. | Place, date and time for technical Presentation | The place, date and time for technical Presentation will give to the qualified bidder later on. |
| 7. | Contact person for queries | Director (e-Governance), Gujarat Informatics Limited |

| | | |
|-----|---|---|
| 8. | Address for communication | Director (e-Governance), Gujarat Informatics Ltd. Block No. 1, 8 th Floor, Udyog Bhavan, Gandhinagar |
| 9. | Place, date and time for opening of financial/commercial proposal | The place, date and time for opening of Financial / commercial proposal will give to the technically qualified bidder later on. |
| 10. | Bid validity | 180 days |

5. All bids must be submitted online on <https://gil.nprocure.com> website.
6. Bidders shall submit Bid processing fees of Rs. **500/-** (Five Hundred Rupees only) in the form of Demand Draft in the name of "Gujarat Informatics Ltd." payable at Gandhinagar along with the covering letter.
7. Bidders shall submit Bid security/EMD of Rs. **24,000/-** (i.e Twenty Four thousand rupees only) (No relaxation to anyone including SSI units) in the form of Demand Draft OR in the form of an unconditional Bank Guarantee (which should be valid for 9 months from the last date of bid submission) of any Nationalized Bank (operating in India having branch at Ahmedabad/ Gandhinagar) in the name of "Gujarat Informatics Ltd." payable at Gandhinagar as per prescribed format attached in this document (Form-8) and must be submitted along with the covering letter.
8. The sealed cover should super scribe as "Bid Processing fees & Bid Security/EMD for the tender for Selection of Service Provider for Design, Development, Testing, Implementation and Maintenance of Web Application for Vendor Registration System (VRS) of GMSCL Government of Gujarat."
9. Technical Bids will be opened in the presence of Bidders' or their representatives who choose to attend on the specified date and time.
10. In the event of the date specified for receipt and opening of bid being declared as a holiday for GIL office the due date for submission of bids and opening of bids will be the following working day at the appointed times.
11. Financial bids of only those bidders who qualify on the basis of evaluation of technical bids will be opened.
12. Bid validity period is 180 days.

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

1 Definitions

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

2 Pre-qualification Criteria

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

| S. No. | Pre-Qualification Criteria | Documents Required |
|--------|---|---|
| 1. | The 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. 40 Lacs for each of the last three financial years or cumulative of Rs. 1.2 crore in last three years (2012-13, 2013-14, 2014-15 as on 31 st March, 2015 from Software/IT product Development and Software Support service activities. It should not include Hardware & Third party software license procurement projects. | Audited Financial Balance sheet and Profit & Loss statement of last three years as on 31-03-2015 CA Certificate from the statutory auditor. The provisional balance sheet for year 2014-15 will be accepted in case of not audited. |

| | | |
|----|---|---|
| 3. | Bidder should have an experience of implementing at least 3 projects of dynamic Web Applications (excluding Hardware and Manpower) of value more than 5 lacs in the last three years. | Completion Certificates from the client Work Order |
| 4. | Bidders should not be under a declaration of In eligibility for corrupt and fraudulent practices issued by Government of Gujarat and / or black-listed by Gujarat Government departments. | Self-Declaration as attached |
| 5. | The bidder must have one office in Gujarat. In Case, bidders do not have office in Gujarat, bidder should give undertaking to open office in Gujarat within 45 days from the date of empanelment. | Please attach the copy of any Two of the following: Property tax bill /Electricity Bill/Telephone Bill/VAT/CST Registration/ Lease agreement. |

Note: No Consortium will be allowed.

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

3 Cost of Bidding

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

A. THE BIDDING DOCUMENTS

1 Contents of Bidding Documents

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

2 Pre-Bid Conference/Clarification of Bidding Documents

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

3 Amendment of Bidding Documents

- 3.1. At any time prior to the deadline for submission of bids, GIL may, for any reason, whether on its own initiative or in response to the clarification may change their bid online through <https://gil.nprocure.com>.
- 3.2. In order to allow prospective bidders reasonable time to consider the amendments while preparing their bids, GIL at its discretion, may extend the deadline for the submission of bids.

B. PREPARATION OF BIDS

1 Language of Bid

- 1.1. 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.

2 Documents Comprising the Bid

- 2.1. The Technical Bid and Financial Bid must be submitted online through the e-Tendering website of <https://gil.nprocure.com> using digital signatures.
- 2.2. The bid documents and addendums (if any) together shall be considered as final and self-contained bid documents not withstanding any previous correspondence or document issued by GIL.

3 Bid Form

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

4 Bid Prices

- 4.1. The Bidder shall indicate the prices in the format mentioned in Financial Bid.
- 4.2. Following points need to be considered while indicating prices:
 - 4.2.1. 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
 - 4.2.2. 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;
 - 4.2.3. Invoicing shall be from Gujarat only.
- 4.3. The Bidder's separation of the price components in accordance with the ITB Clause 7.2 above will be solely for the purpose of facilitating the comparison of bids by GIL will not in any way limit the Client's right to contract on any of the terms offered.
- 4.4. Sharing of responsibility (between GMSCL and the bidder) of procurement of various types of software shall be as under:
 - 4.4.1. 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).
 - 4.4.2. GMSCL shall provide/procure the necessary licensed software as mentioned above, at the time of implementation.
 - 4.4.3. GMSCL shall have all the rights to select any of the above options without
 - 4.4.4. Justifying reasons thereof.
 - 4.4.5. 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.
 - 4.4.6. The full IPR for the entire software will rest with the GMSCL. The same would be applicable to copyrights. The SP shall sign any/all the

documents in this regard and hand over the source code, Meta data details etc. to the GMSCL before release of final payment on completion of training and implementation of solution.

5 Bid Currency

5.1. Prices shall be quoted in Indian Rupees only.

6 Bid Security/Earnest Money Deposit

6.1. Bid security / Earnest Money Deposit Rs. 24,000/- (Twenty four thousand Rupees only) in the form of Demand Draft OR in the form of an unconditional Bank Guarantee (which should be valid for 9 months from the last date of bid submission) of any Nationalized Bank (operating in India having branch at Ahmedabad/ Gandhinagar) in the name of "Gujarat Informatics Ltd." payable at Gandhinagar (as per prescribed format given at as per prescribed format given at Form 8) and must be submitted along with the covering letter. The sealed cover should super scribe as "Bid Processing fees & Bid Security/EMD for the tender for "SELECTION OF SERVICE PROVIDER FOR DEVELOPMENT AND MAINTENANCE OF WEB APPLICATION FOR VENDOR REGISTRATION SYSTEM OF GMSCL".

6.2. Proposals not accompanied by EMD shall be rejected as non-responsive.

6.3. The successful bidder's bid security will be discharged from GIL only after the signing of the contract and submission of performance security.

6.4. Unsuccessful bidder's EMD will be discharged / refunded as promptly as possible, but not later than 30 days of the validity period of the bid.

6.5. The EARNEST MONEY DEPOSIT shall be forfeited:

9.2.1 If a Bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Bid Form;

9.2.2 Or in case of a successful Bidder, if the Bidder fails to sign the Contract; or to furnish the performance security.

6.6. No exemption for submitting the EMD will be given to any agency.

7 Period of Validity Bids

7.1. 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.

7.2. 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 10 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

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

8 Format and Signing of Bid

8.1. The Bidders have to submit the bid on the e-Tendering website <https://gil.nprocure.com>. All supporting documents in the form of scanned copies submitted online should have sign and seal of the bidder.

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

C. SUBMISSION OF BIDS

1 Sealing and Marking of Bids

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

2 Deadline for Submission of Bids

- 2.1. Bids must be submitted online not later than the time and date specified in the Invitation for Bids (Section I). In the event of the specified date for the submission of Bids being declared as a holiday for GIL, the bids will be received up to the appointed time on the next working day.
- 2.2. GIL may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with ITB Clause 3, 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.

3 Late Bids

- 3.1. Late bids will not be accepted.

4 Modification and Withdrawal of Bids

- 4.1. 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>.
- 4.2. No bid may be modified subsequent to the deadline for submission of bids.
- 4.3. No bid may be withdrawal in the interval between the deadline for submission of bids and the expiration of the period of the bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB Clause 10.

D. BID OPENING AND EVALUATION OF BIDS

1 Opening of Bids by GIL

- 1.1. GIL will open all bids (only Technical Bids at the first instance), in the presence of Bidder or his representative who choose to attend, and at the following address :
Gujarat Informatics Ltd, Block No. 1, 8th Floor, Udyog Bhavan, Gandhinagar.
- 1.2. The Bidder's representative who is present shall sign an attendance register evidencing their attendance. In the event of the specified date of Bid opening being declared holiday for GIL office, the Bid shall be opened at the appointed time and location on the next working day.
- 1.3. The Bidder's names, bid modifications or withdrawal, bid prices, discounts, and the presence or the absence of requisite bid security and such other details, as GIL, at its discretion, may consider appropriate, will be announced at the time of opening.
- 1.4. Bids that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances.
- 1.5. Financial Bids of only those bidders who qualify on the basis of

evaluation of technical bid will be opened in the presence of the qualified bidders of their representatives at pre-specified time and date which will be communicated to the qualified bidders well in advance.

2 Clarification of Bids

- 2.1. 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.

3 Preliminary Examination

- 3.1. 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.
- 3.2. Prior to the detailed evaluation, pursuant to ITB Clause 19, 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 (AOC Clause 26), Applicable law (GCC Clause 31) and Taxes and duties (GCC Clause 32) will 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.
- 3.3. 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.
- 3.4. Conditional bids are liable to be rejected.

4 Methodology & Criteria for Technical, Commercial and final evaluation

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

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

- 4.2. Compliance of eligibility criteria along with support documents.
- 4.3. The bidder will have to give presentation on the following points as a part of the Technical evaluation.

| Sr. No | Criteria | Marks |
|--------|-------------------------|-------|
| 1 | Approach & Methodology | 20 |
| 2 | Deployment architecture | 10 |

| | | |
|--------------------|---|------------------|
| 3 | Availability and scalability of proposed solution | 10 |
| 4 | Proposed Team Structure | 10 |
| 5 | Project Milestones and Deliverables | 10 |
| 6 | Development and Deployment Platforms | 10 |
| 7 | Security | 10 |
| 8 | Operation & Maintenance Support | 10 |
| 9 | Conformance to industry standards | 05 |
| 10 | Strategy for data management | 05 |
| Total Marks | | 100 Marks |

- 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)
- Handholding Support and reinforcement
- 60% weighting will be assigned to the Presentation out of 100 Marks.

5 Technical Bid Evaluation:

5.1. Technical Bid will be assigned a technical score (Tn) out of 100 Marks by the Committee at the evaluation in the commercial process.

6 Financial Bid evaluation:

6.1. 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 6) 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

6.2. The lowest evaluated Financial Proposal (F_{min}) will be given the maximum financial score (F_n) of 100 points. The financial scores (F_n) of the other Financial Proposals will be calculated as per the formula for determining the financial scores given below:

$$\text{Normalized Financial Score } (F_n) = 100 \times F_{min} / F_b$$

7 Final Evaluation of Bid

7.1. Proposals will be ranked according to their combined technical (T_n) and financial (F_n) 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:

$$\text{Final Score } (S) = T_n \times T + F_n \times P$$

- 7.2. 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.

8 Contacting GIL/GMSCL

- 8.1. Subject to ITB Clause 17, no Bidder shall contact GIL/GMSCL 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/GMSCL, he should do so in writing. GIL/GMSCL reserves its right as to whether such additional information should be considered or otherwise
- 8.2. Any effort by a Bidder to influence GIL in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the Bidder's bid and also forfeiture of his bid security amount.

E. AWARD OF CONTRACT

1 Post-qualification

- 1.1. 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.

2 Award Criteria

- 1.2. Subject to ITB Clause 24, GMSCL will award the contract to the successful bidder decided as per the evaluation procedure mentioned in ITB clause no. 19 mentioned above.
- 1.3. GMSCL 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.

3 GMSCL/GIL's Right to Accept Any Bid and to reject any or All Bids

- 3.1. GMSCL/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.

4 Notification of Awards

- 4.1. Prior to the expiration of the period of the bid validity, concerned GMSCL will notify the successful bidders in writing, to be confirmed in writing by registered letter, that his bid has been accepted.
- 4.2. The notification of award will constitute the formation of the Contract.

5 Signing of Contract

- 5.1. At the same time as GMSCL notifies the successful Bidder that its bid has been

accepted, GMSCL will send the bidder the Contract Form, incorporating all the agreements between two parties.

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

6 Performance Security

- 6.1. The successful Bidder has to furnish a security deposit so as guarantee his/her (Bidder) performance of the contract
- 6.2. 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.
- 6.3. The Performance Security shall be in the form of Bank Guarantee valid for two years from the date of actual start of operation.
- 6.4. If the O & M support required to be extended for further one or two year after the expiry of warranty of two years then the period of PBG should also be extended.
- 6.5. The proceeds of the performance security shall be payable to GMSCL as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
- 6.6. The Performance Security shall be denominated in Indian Rupees
- 6.7. 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.
- 6.8. The Performance Security will be discharged by GIL and returned to the Bidder on completion of the bidder's performance obligations under the contract.
- 6.9. 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.
- 6.10. No interest shall be payable on the PBG amount. GMSCL 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.

7 Corrupt or Fraudulent Practices.

- 7.1. GMSCL 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, GMSCL 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
- "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the

detriment of GMSCL, 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 GMSCL of the benefits of the free and open competition;

- 7.2. GMSCL 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.
- 7.3. GMSCL 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.

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

- 7.4. 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.
- 7.5. 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 GMSCL / GIL.
- 7.6. GMSCL/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 GMSCL and the service provider, as recorded in the Contract Form Signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- b) "The Contract Price" means the price payable to the service provider under the Contract for the full and proper performance of its contractual obligations;
- c) "Services" means to Design, Develop, Implement, testing and maintenance of web based application for Vender Registration System and other obligations of the service provider covered under the Contract;
- d) "GCC means the General Conditions of Contract contained in this section.
- e) "GMSCL" means Office of the Gujarat Medical Services Corporation Ltd 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" means the design, develop and testing of application as per requirement of GMSCL.
- l) The "Go-Live" means the Web application is ready in all respect (designing, development, testing & implementation of all modules listed in Scope of work and first used by the citizen/department users.
- m) The "Bid Document" and "Tender Document" are the same.

2 Application

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

3 Country of Origin

3.1 All Services rendered under the Contract shall have their origin in the member countries and territories eligible i.e. India

3.2 The origin of Services is distinct from the nationality of the service provider.

4 Standards

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

5 Use of Contract Documents and Information

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

6 Patent Rights, Copy Right

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

7 Inspection/Testing

7.1 Application :

- 7.1.1 GMSCL or its representative shall have the right to inspect and/or to test the software or work of the SP to confirm their conformity to the Contract specifications at no extra cost to the GMSCL.
- 7.1.2 As per Govt. Of Gujarat circular dated 10th March 2006, the applications must be tested at EQDC, GIDC, Gandhinagar or at the location specified by GMSCL at the cost of SP. The SP 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 SP shall also be responsible to get application security audited by CERT-In Empanelled application security Auditors at the cost of the SP and submit the Security Audit Clearance Certificate issued by CERT-In Empanelled Security Auditors.
- 7.2.1.1 The SP must submit the test results to GMSCL.
- 7.2.1.2 Should any inspected or tested software fail to conform to the

specifications, the GMSCL may reject the software and the SP shall either replace/redevelop the rejected software or make alterations necessary to meet specification requirements free of cost to GMSCL.

- 7.2.1.3 GMSCL'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 GMSCL for its representative prior to the software deployment.
- 7.2.1.4 No clause in the RFP document releases the SP 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 SP shall maintain necessary logs in respect of the result of the test to establish to the entire satisfaction of GMSCL, 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 GMSCL is satisfied with the working of the software on the, the acceptance certificate of GMSCL 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 GMSCL, the SP shall supply operation manuals. These shall be in such details as will enable GMSCL 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 GMSCL.

8 Change Request Orders

- 8.1 During the development phase, any change in scope of work, or in design and development of modules or Management Information system (MIS) shall not be construed as change Request order and instead will become part of scope of work accompanying this bid document.
- 8.2 GMSCL 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:
 - 8.2.1 Designs, specifications, requirements of which software or service to be provided under the Contract are to be specifically developed / rendered for GMSCL;
 - 8.2.2 The place of delivery; and/or the Services to be provided by the SP.
- 8.3 Training of personnel of the GMSCL in terms of hours/subjects will be without any additional cost.
- 8.4 If any such change causes an increase or decrease in the cost of, or the time required for, the SP's performance of any provisions under the Contract, equitable adjustments shall be made in the Contract value or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims

by the SP for adjustment under this clause must be asserted within thirty (30) days from the date of the SP's receipt of the GMSCL's change order.

9 Delivery of Documents

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

10 Deployment of Software

- 10.1 Service provider must deploy the solution at the places specified by GMSCL 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.

11 Prices

- 11.1 Prices payable to the service provider as stated in the Contract shall remain firm and fixed during the performance of the Contract.
- 11.2 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.

12 Contract Amendments

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

13 Assignment

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

14 Delays in the supplier / service provider's Performance

- 14.1 Delivery of the software and performance of the Services shall be made by the service provider in accordance with the time schedule specified by GMSCL in the contract document.
- 14.2 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 GMSCL 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, GMSCL 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 GMSCL, shall be at no extra cost to GMSCL.
- 14.3 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.

15 Termination for Default

- 15.1 GMSCL 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:
- 15.1.1 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 GMSCL; or
- 15.1.2 If the service provider fails to perform any other obligation(s) under the Contract.
- 15.1.3 If the service provider, in the judgment of GMSCL has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 15.1.4 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.

16 Force Majeure

- 16.1 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.
- 16.2 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.
- 16.3 If a force Majeure situation arises, the service provider shall promptly notify GMSCL in writing within 10 days of such conditions and the cause thereof. Unless otherwise directed by GMSCL 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.

17 Limitation of Liability

- 17.1 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.

18 Termination for Insolvency

18.1 GMSCL 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 GMSCL.

19 Termination for Convenience

19.1 GMSCL 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 GMSCL'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.

19.2 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 GMSCL at the Contract terms and prices. For the remaining services, GMSCL may elect:

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

19.2.2 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.

20 Right to use defective software/equipment

20.1 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 GMSCL's operation.

21 Supplier / service provider Integrity

21.1 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.

22 Supplier / service provider's Obligations

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

22.2 The service provider will abide by the job safety measures prevalent in India and will free GMSCL 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 GMSCL responsible or obligated.

22.3 The service provider is responsible for managing the activities of its personnel or sub-contracted personnel and will hold himself responsible for any misdemeanours.

22.4 The service provider will treat as confidential all data and information about

GMSCL, 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 HMSCL.

23 Patent Rights

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

24 Site Preparation and Installation

- 24.1 HMSCL is solely responsible for the preparation of the sites in compliance with the technical and environmental specification defined by the service provider. HMSCL 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 HMSCL so that there is no delay in implementation of software due to site problems. The Hardware/software requirement report should be submitted within the first 30 days after signing of the Contract with HMSCL.

25 Operation and Maintenance support includes (2 years)

- 25.1 O & M Support, the Selected Bidder would be required to deploy the appropriate Key Team members consisting of Project Manager, Solution Architect, software developer and Business Analyst etc. as per the needs of the project.
- 25.2 The Service Provider shall Bug Fixing, Enhancement, Modification, Capacity Building, debug and fix the operational problems, perform error handling while running the Application during O & M. The Service Provider shall generate additional reports and modify existing reports as per requirement
- Debugging & fixing of problems arising in the running applications.
 - Tuning and code changes for optimal performance.
 - Enhancement/modification in modules as change in business rules.
 - Data Validation/correction
 - Fix the operational problems
 - Perform error handling while running the application.
 - Backup data
 - Reports
 - Training
- 25.3 If required HMSCL may extend the O & M support for further 2 years on the same rate after completion of 2 years of warranty support based on the performance.

26 Proposed timelines for Implementation from the date of issuance of work order (3 months)

26.1 The total time limit for the successful customization & implementation of the solution as per requirement of GMSCL shall be 3 months from 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 GMSCL) |
| | T2 = (T1+2) | <ul style="list-style-type: none"> • User Requirement Specifications Report • As-Is report. Business Process • Re-engineering Report To-Be report |
| Completion of Design, Development & Coding | 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= (T6+2) | Certificate of successful commissioning |
| 2 years Warranty period for Operation and Maintenance support after Go-Live | T7 = (T6+2 years) | On call support and free of cost support for the application developed |

T = Date of Signing of Contract

27 Payment Schedule

| Sr. No | Activity | Payment (%) |
|--------|---|---|
| 1 | Conceptualization, As-Is, BPR and To-be | 20% of payment will be released as per Annexure A, if completed within the time frame mentioned in RFP |
| 2 | Design, Development & Coding including Web based Application | 30% of payment will be released as per Annexure A, if completed within the time frame mentioned in RFP as |
| 3 | Testing & UAT | 20% of payment will be released as per Annexure A, if completed within the time frame mentioned in RFP as |
| 4 | Training of Department/HoD officials and Handholding Support | 15% of payment will be released as per Annexure A, if completed within the time frame mentioned in RFP |
| 5 | Commissioning & Go-Live | 15% of payment will be released as per Annexure A, if completed within the time frame mentioned in RFP |
| 6 | 2 years Warranty period for Operation and Maintenance support after Go-Live | equally in each quarter |

Note: The payment will be made to the selected bidder from next financial year 2016-17.

28 Unconditional Bid

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

29 No Variable Cost in Financial Bid

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

30 Resolution of Disputes

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

31 Governing Language

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

32 Applicable Law

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

33 Taxes and Duties

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

34 Binding Clause

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

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

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the SP to GMSCL for the duration of the contract for providing GISS Applications, Training, Operation and Maintenance support against the stated scope of work. GMSCL/GIL shall regularly review the performance of the services being provided by the SP 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 GMSCL 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 GMSCL and users and excludes the scheduled outages planned in advance for the GMSCL central IT infrastructure.
- "Incident" refers to any event / abnormalities in the functioning of GMSCL specified services that may lead to disruption in normal operations of GMSCL 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 SP shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels. The services provided by the SP shall be reviewed by GMSCL against this SLA. The SP shall:

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

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

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

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

Note: If the bidder is not adhering to the individual milestones as defined in the delivery schedule, the cumulative penalty will be levied for the delayed weeks, at the sole discretion of GMSCL. If delay exceeds maximum delay weeks at the particular milestone, GMSCL 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 | Application Availability Downtime required for maintenance, new initiatives undertaken by SP 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

Features of the Vendor Registration System is as given,

User Side

- ✓ User will register from New Registration Link. User will set username and password into registration form. User must have to activate after verification of OTP by SMS and Email.
- ✓ After successfully activated, user can fill the Vendor Registration form. User will get the reference id for future conversation.
- ✓ Users can the PAY the registration Fees Online Only.
- ✓ After payment, user can upload all the necessary documents into pdf formats only.
- ✓ If the user cannot pay the registration fees into given timeline then their application will be automatically deleted.
- ✓ User will receive the acknowledgment receipt of registration.
- ✓ User can check the status of his application.
- ✓ This unique approval id is valid for one year. After one year users has to register again with documents and details. User is not required to upload all the documents and details in registration process. Users can edit last year registration details with the help of their username and password.
- ✓ Rejected user can apply again with correct details and online payment.

Admin Side

- ✓ Admin can view all the details of Registered Users.
- ✓ Admin can verify the entire uploaded document (With 3 layer Checking – Verify, Approval and Finalize). If all the documents uploaded by user are valid then admin can approved the user. After approval user can be intimated by email and SMS with Unique Approval id.
- ✓ In the case of rejection, admin can sent reason of rejection of application by email. Admin can download all the documents of Approved user in single click
- Online payment (GIL suggested to use CTB Portal – Gateway Provider, Finance Department, Govt. of Gujarat - Freeware) should be acceptable through net banking, Debit Card, RTGS, Credit card (Visa, Master) and deposit directly in GMSCL account.
- If the vendors have not submitted online fee within 7 days for their registration, than system should automatically cancel and email to respective vendors with valid reason.

- Different type of reports generation should available in the system, the format will be provided by respective branch. (GMSCL – Branches)
- The charges for first time vendor registration process is Rs. 5,000.
- The Fees of Rs. 1, 00,000/- for the period of one year is applicable for new registration in case of waiving the EMD which will be non-refundable, however additional Rs. 4,00,000 would be require to be paid for waiving of EMD for all tenders submitted by the Vendors this amount would be refundable.
- System should also allow adding the EMD waiver clause in the said Tender subject but this clause will be added after board approves.
- There should be provision if the user wants to extend the said registration for further one year then they will get discount of 50% on registration fees.
- There should be provision for verification process for different tasks like Drug side, Equipment Side or Joint side etc.
- System should allow for the different registration process for manufacturer / distributor / authorize distributor.
- If the user wishes to get his submission verified before his final submission, he will have to pay as non-refundable amount of Rs. 5,000/-. GMSCL will verify and give feedback to user regarding the Correctness / deficiency in his documents so that user may make necessary changes and is saved from losses of getting rejected.
- There are several tenders uploaded in nprocure portal, Provision to send tender's information via email to all the registered vendors using of Vendor registration System may be provided in software. (Email Send by GMSCL – Branches)
- Training will be provided for approx 10 officers of GMSCL at user end.

SECTION VI – Forms

Form:- 1 Bid Proposal Form

Date:

Tender No:

To

Dear Sir,

Having examined the Bidding Documents including Addenda Nos. _____ (insert numbers, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to render **“SELECTION OF SERVICE PROVIDER FOR DEVELOPMENT AND MAINTENANCE OF WEB APPLICATION OF VENDOR REGISTRATION SYSTEM (VRS) FOR GUJARAT MEDICAL SERVICES CORPORATION LIMITED (GMSCL).”** in conformity with the said bidding documents for the same as per the technical and financial bid and such other sums as may be ascertained in accordance with the Financial Bid attached herewith and made part of this bid. We have not placed any condition for the bid on our part and agree to bind ourselves to the terms and conditions of this tender unconditionally. Any conditions placed by us elsewhere in the present bid are hereby withdrawn unconditionally.

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

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

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:- 2 Particulars of the Bidder's organization

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

Form:- 3 Bid Processing Fees & Earnest Money Deposit Details

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

Form:- 4 Financial strength of the bidder

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

**Form:- 5 Details of implementing at least 3 projects of dynamic Web Applications
(Excluding Hardware and Manpower) of value more than 5 lacs in the last
three years.**

| Name of Department (with address contract persons and numbers) | Brief Description of projects | Responsibilities or role of the bidder in the projects | Order value (Rs.) | Completion Date |
|--|-------------------------------------|---|-------------------------|--------------------|
| | | | | |
| | | | | |
| | | | | |

(Please attach relevant client certificates + Work Order).

Form:- 6 Financial Bid Format

| Sr. No. | Description | Total Amount (Rs.) |
|--------------------------|---|--------------------|
| 1 | Cost of Designing, Development and Deployment of the Web Application of Visitor Registration System (VRS) for GMSCL with two years of Operations and Maintenance support. Annexure A | |
| Grand Total (Rs.) | | |

Note:

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

Annexure A: (Line Item 1)

| Sr. no. | No Item Description Original | Total Man-month Effort | Rate per man-month | Total amount (Rs.) |
|---------------------------|--|------------------------|--------------------|--------------------|
| | | A | B | C= A*B |
| 1. | Conceptualization, As-Is, BPR and To-be, URS | | | |
| 2. | Design, Development & Coding of application | | | |
| 3. | Testing & UAT | | | |
| 4. | Training & Handholding Support | | | |
| 5. | Commissioning & Go-Live | | | |
| 6. | First year of Operations and Maintenance support. | | | |
| 7. | Second Year of Operations and Maintenance support. | | | |
| Total Amount (Rs.) | | | | |

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

Form:- 7 Performance Bank Guarantee

(To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.

Date:

To

Name & Address of the Purchaser/Indenter

Dear Sir,

In consideration of Name & Address of the Purchaser/Indenter, Government of Gujarat, Gandhinagar (hereinafter referred to as the OWNER/PURCHASER which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having awarded to M/s.

_____ having Principal Office at _____ (hereinafter referred to as the "SELLER" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the supply of

_____ by issue of Purchase Order No. Dated issued by Gujarat Informatics Ltd. ,Gandhinagar for and on behalf of the OWNER/PURCHASER and the same having been accepted by the SELLER resulting into CONTRACT for supplies of materials/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 or Commercial Banks or Co-Operative Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2015/508/DMO dated 27.04.2016 issued by Finance Department or further instruction issued by Finance department time to time.

Form:- 8 Format of Earnest Money Deposit in the form of Bank Guarantee

Ref:

Bank Guarantee No.

Date:

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

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the Tender no: SW02052016103 for **"SELECTION OF SERVICE PROVIDER FOR DEVELOPMENT AND MAINTENANCE OF WEB APPLICATION OF VENDOR REGISTRATION SYSTEM (VRS) FOR GUJARAT MEDICAL SERVICES CORPORATION LIMITED (GMSCL)"** 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/PURCHASER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

The Bank also agree that the OWNER/PURCHASER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the SELLER and notwithstanding any security or other guarantee that the OWNER/PURCHASER may have in relation to the SELLER's liabilities.

Dated at _____ on this _____ day of _____ 2016.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &
Its official Address

List of approved Banks:

All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2015/508/DMO dated 27.04.2016 issued by Finance Department or further instruction issued by Finance department time to time.

Form:- 9 Self Declaration

The

-----,

Sir/Madam,

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

-----.

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

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

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

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

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

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

We have not been under a declaration of ineligibility for corrupt and fraudulent practices, and / or black-listed or debarred by any of the Govt. Department or its PSU in the past 5 years, ending on 31st December 2015 in Gujarat. We have not imposed any condition in conflict with the tender condition if it is found it should be treated as withdrawn.

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

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

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

Dated this _____ day of _____ 2016

Signature: _____

(in the Capacity of) : _____

Duly authorized to sign bid for and on behalf of

Note: This form should be signed by authorized signatory of bidder.