Request for Proposal
For
Selection of Service Provider
For
Development, Customization, Deployment, Implementation, Training,
Hand Holding and Operation & Maintenance Support
For
State wide, Online Development PERMISSION SYSTEM (ODPS)
For

Urban Development and Urban Housing Department
Government of Gujarat

(Tender no: SW16082017143)
Bid Processing fees: Rs. 15,000/-

Gujarat Informatics Ltd
Block no. 1, 8th floor, Udhyog Bhavan
Sector-11, Gandhinagar-382017, Gujarat
Ph No. 23259237, 23259239
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www.gil.gujarat.gov.in

Last date of submission of queries: 24.08.2017 upto 1500 hrs
Date of Pre-Bid Meeting: 28.08.2017 at 1500 hrs
Last date for submission of Online Bids: 05.09.2017 upto 1500 hrs.
Date of opening of Technical bids: 05.09.2017 at 1600 hrs.

Abbreviations

RFP	Request for Proposal
GoG	Government of Gujarat
UD &UHD	Urban Development & Urban Housing Department, Govt of Gujarat
CTP	Chief Town Planning Office, Govt. of Gujarat
GIL	Gujarat Informatics Ltd.
ULBs	Urban Local Bodies
DA	Constituted Development Authorities
DDA	Designated Development Authorities
COTS	Commercial Off The Shelf
ICT	Information & Communication Technology
ODPS	Online Development Permission System
PBG	Performance Bank Guarantee
IFMS	Integrated Finance Management System
IWDMS	Integrated Workflow and Document Management System
HRMS	Human Resource Management System
SP	Service Provider
QCBS	Quality & Cost Based Selection
HoDs	Head of Departments
RTI	Right to Information
SDC	State Data Centre
GSWAN	Gujarat State Wide Area Network
O & M	Operation & Maintenance
OEM	Original Equipment Manufacturer

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1. SECTION – I: INVITATION TO RFP

1.1. RFP Notice

This document is for a Request for Proposal for **"Selection of Service Provider for Development, Customization, Deployment, Implementation, Training, Hand Holding and Operation & Maintenance Support for State wide, Online Development PERMISSION SYSTEM (ODPS) for Urban Development and Urban Housing Department, Government of Gujarat"**.

On behalf of "The Chief Town Planner, Town Planning and Valuation Department", Government of Gujarat, GIL invites Request for Proposal for Automatic CAD base drawing Scrutiny for 190 Urban Local bodies, DA and DDA in Gujarat State under the Business Reform Action Plan-2016 and BRAP-2017 of Ease of Doing Business as suggested by Department of Industrial Policy and Promotion, (DIPP) of Ministry of Commerce and Industry, Govt. of India.

The objective of the assignment is to design and implement different set of systems as suggested by nodal officer/ The Chief Town Planner, UD&UHD at all ULBs, DA and DDA and IDC that allows building permit issuing agencies to assess building plans for compliance with General Development Control Regulations using Automatic CAD base (or similar) software for 190 Urban Local bodies, DA and DDA as General Development Control Regulations framed by Urban Development and Urban Housing Department

The bidder, who intends to participate in this bid, is required to follow the below mentioned stages:
- Uploading the RFP along with Scope of Work
- Pre-Bid Conference
- Technical & Financial Bid Submission
- Opening of Technical Bid
- Evaluation of Technical bid
- Presentation on Approach & Methodology
- Opening of Financial bids of all qualified bidders

Eligible bidders may download the RFP document from the website https://www.gil.nprocure.com.

The bids must be submitted online through https://www.gil.nprocure.com. The bid processing fee and EMD is required to submit physically at GIL in the given time limit.

GIL/UDD reserves the right to reject any or all the proposals in whole or part without assigning any reasons. This RFP document is not transferable.

Minimum absolute technical score to qualify for commercial evaluation is 60%. Financial bids of only those bidders who qualify on the basis of evaluation of technical bids will be opened.

1.2.   Important Information

Sr. No.	Information	Details
1.	Last date for submission of written queries for clarifications by email on vipulp@gujarat.gov.in & viveku@gujarat.gov.in	**24.08.2017 upto 1500 hrs**
2.	Date and time for Pre-bid conference	**28.08.2017 at 1500 hrs**
3.	Last date and time for submission of EMD & Bid Processing fees in GIL (physically) along with affidavit in original as format given at Annexure 6	**05.09.2017 upto 1500 hrs.**
4.	Last date and time for submission of eligibility &technical bids (online) and Financial bid online	**05.09.2017 upto 1500 hrs.**
5.	Date and time for opening of Bids	**05.09.2017 at 1600 hrs.**
6.	Place for submission of EMD & bid processing fee, EMD, pre-bid meeting and opening of Bids	Conference Room, Gujarat Informatics Ltd. Block No. 1, 8th Floor, Udyog Bhavan, Gandhinagar
7.	Place, date and time for technical Presentation	The place, date and time for technical presentation will be given to the eligible bidders later on.
8.	Address for communication	DGM(Tech), Gujarat Informatics Ltd. Block No. 1, 8th Floor, Udyog Bhavan, Gandhinagar E-mail: viveku@gujarat.gov.in ; vipulp@gujarat.gov.in Phone: 91-79-23256022, 59239, 59237 Fax: 91-79-23238925
9.	Place, date and time for opening of financial/commercial bids	The place, date and time for opening of financial/commercial proposal will be

		given to the technically qualified bidders later on.
10.	Bid validity	180 days

The bidder shall submit the **DD of Rs. 15,000/- towards bid processing charges** and **DD/Bank Guarantee of Rs. 45,00,000/-(Rupees Forty Five Lacs) towards EMD/Bid Security in sealed cover**. The sealed cover should super scribe as "Bid processing fees and EMD for Selection of Service Provider for Design, Development, Implementation, Training, Hand Holding and Operation & Maintenance Support for State wide, Online Development PERMISSION SYSTEM (ODPS) for Urban Development and Urban Housing Department, Government of Gujarat".

The bid processing fees must be in the form of Demand Draft in in the name of **"Gujarat Informatics Ltd",** payable at Ahmedabad /Gandhinagar. EMD/Bid Security must be in the form of Demand Draft/Bank Guarantee in the name of **"Gujarat Informatics Ltd",** payable at Ahmedabad /Gandhinagar. In case of EMD in the form of BG, it should be valid for 6 months from the date of bid submission.

The BG for EMD shall be from any 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, dated 14.06.2016 and dated 01/05/2017 issued by Finance Department or further instruction issued by Finance department time to time

1.3. Definitions
1.3.1. "Applicable Law" means the laws and any other instruments having force of law in India from time to time.
1.3.2. "Proposal/bid" means proposal submitted by bidders in response to the RFP issued by Urban Development and Urban Housing Department for selection of Service Provider.
1.3.3. "Competent Authority" means the Urban Development and Urban Housing Department.
1.3.4. "Committee" means committee formed by the Urban Development and Urban Housing Department for the purpose of processing and evaluation of this bid
1.3.5. "Contract Value" means the price payable to the selected firm/company under the Contract for the complete and proper performance of its contractual obligations.
1.3.6. "Service Provider" means any private or public entity, which will provide the services to Urban Development and Urban Housing Department under the contract.
1.3.7. "Contract" means the Contract signed by the parties along with the entire documentation as specified in the RFP
1.3.8. "Day" means Working day. A period of 24 hours running from midnight to midnight and the calendar day applicable to India
1.3.9. "Effective date" means the date from which the contract comes into force and effect.
1.3.10. "Government" means State Government of Gujarat.
1.3.11. "UDD" means Urban Development and Urban Housing Department.

1.3.12. "GIL" means Gujarat Informatics Ltd.

1.3.13. "Online Development PERMISSION SYSTEM (ODPS)" means the System which needs to be developed by selected Service Provider

1.3.14. "Product" means a final solution after Development/Customization as per requirement of the UDD.

1.3.15. "Rules" means the applicable rules under different statutes, Acts, Rules, Government Resolutions, and Circulars in relation to personal management of employees in Gujarat Government.

1.3.16. "Personnel" means professional and support staff provided by the SP and assigned to perform services to execute an assignment and any part thereof.

1.3.17. "Intellectual Property Rights" means any and all copyright, moral rights, trademark, patent and other intellectual and proprietary rights, title and interest, world-wide, whether vested, contingent or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create, derivative works form, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory or otherwise use any portion or copy in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.

1.3.18. "Services" means the work to be performed by the SP pursuant to the selection by UDD and to the contract to be signed by the parties in pursuance of any specific assignment awarded to them by UDD.

1.3.19. "Go live" means completion of development/deployment and implementation of the system at proposed sites as per the scope defined in the RFP

1.4. Introduction:

1.4.1. Background

The State of the Gujarat has 190 authorities at present.

List of ULBs and Authorities						
Type of Authority	Municipal Corporation	Class of Nagarpalika				GP
		A	B	C	D	
UDA	6	6	6	9	4	2
ADA	2	0	2	2	1	5
Designated DA	0	12	26	26	23	13
Non ADA	0	0	0	10	35	0
Total	8	18	34	47	63	20
Total	8	162				20
Grand Total	190					

Note: Please refer Annexure-1 for detail list of ULBs and Authorities.

The Government of Gujarat as part of its vision to provide Good Governance to its citizens has initiated various steps to harness the potential of ICT to provide integrated services to the citizens by deploying appropriate tools of Information and Communication Technology (ICT) for Urban Governance.

Urban Development and Urban Housing Department, Govt. of Gujarat (UD& UHD) makes policy making decision in the matters related to Urban Development and Urban Housing Department of Gujarat State and also monitoring its implementation, procedures guidance and issues orders related to it.

As per the relevant provisions of the Act, any person desirous of undertaking a construction and development activity (New as well as modifications), is required to obtain prior sanctions from the respective Authority. The bidder may study the existing development permission process of various category of Authorities for understanding scope of work for their understanding for preparation of proposal.

UD&UHD is planning to introduce a common eight to ten set of GDCR (General Development Control Regulation) across all ULBs/DA/DDA/ Nagarpalikas/Gram Panchayats of Gujarat State for uniformity in building bye laws, which is expected to be implemented on or before December 2017. The proposed GDCR will have eleven different flavors based on type of authorities (Municipal Corporation, DA, DDA, Nagarpalika and Gram Panchayats). The classification of GDCR for Gujarat State is mentioned below:

Classification of GDCR for Gujarat State is enclosed herewith as annexure 5.

D1	D2	D3	D4	D5	D6	D7	D8	D9	D10	D11
AUDA	BADA	Bhuj	BAUDA	Alang ADA, Ambaji ADA, Shamlaji ADA	Gandhidham DA.	Authorities Designated US 6 of GTP UDA.	All Municipalities not included in D1 to D7, Municipalities declared under GMA Act - 1963	GIDC & Notified Areas (Industrial)	Remaining State & G.P. & other Non Notified Industrial area and Notified area	Dream City, GIFT, SIR
VUDA	JADA	Bhachau	AWKUDA							
GUDA	JuUDA	Rapar	MWUDA							
SUDA		Anjar	SWUDA							
RUDA			Navasari							
			Bardoli							
			Himatnagar							
		Mandvi (K)	Khambhalia							

Ministry of Urban Development (MOUD) made Model Building Bye-Laws – 2016 (MBBL) to improve 'Ease of Doing Business'. In this direction, The local bodies have been directed to get the entire development permission process made online so that the building plan applications are submitted online along with building fees and other changes with facility to make online payment

having automatic calculation system, and after due scrutiny, the approvals are also to be conveyed online.

Further, external bodies / external authorities whose NOC are required to obtain the building / Development permission for building use permission, spatial data of such authorities must be integrated. External bodies/External authorities grant No Objection Certificate approvals on the proposed buildings plan to the local bodies, all such external bodies spatial/GIS data are mandated to prepare online NOC systems compatible to and integrated with that of the local bodies and the desired information is to be sent to the concerned external bodies and their comments/ NOC/ approval are to be received online so that there is no need for building proponents to pursue matter with local bodies or external agencies. The specific requirements of the external bodies are to be added in the Common Application Form (CAF) of the local body so that building proponent has to file all information at a single customized online application. The objective is to make the whole process simplified and streamlined to ensure ease in getting the approvals for building permit within stipulated time. Internal clearance of Urban Local Body like Zoning Map, Town Planning Scheme, Local Area Plan or any other specific planning norms must be included as customized online applications.

UD&UHD intends to implement automated and integrated framework by leveraging ICT with an aim to streamline functioning of development permission process of total 190 Authorities and make it citizen centric to expedite service delivery to citizens. This project is intended to strengthen the Governance and broaden the transparency level by leveraging the ICT for sustained improvement in service delivery.

In this context, UD&UHD intends to select a Commercially off the Shelf Available Product with proven track record in automating process of Approval of Development permissions using CAD based solution. The bidder is expected to integrate such COTS Product and design & deliver a portal which will be hosted centrally for entire state and will be implemented as per Project Schedule given in RFP.

UD&UHD intend to invite offers through e-Tendering route for selection of Bidder for Development of portal based Online Development Permission System (ODPS). The project objective are defined as below

- Provide Permissions online by deploying appropriate technology and integrating entire organizational workflow along with external and internal NOCs with effective use of ICT for better service delivery to the Citizens.
- Refine and define the processes to make the service delivery simple and convenient to the citizen and to all stakeholders in the system
- Build capacity within the organization for the smooth adoption of ICT enabled service delivery to the Citizens including change management
- Work on the organizational processes and enable smooth transition of the current system to the proposed system by efficient implementation process.

1.4.2. Pre-Qualification Criteria:

Sr. No.	Eligibility Criteria	Attachments
1.	The Bidder (All members in case of consortium) should be an Indian Company, registered under the Indian Companies Act 1956 and The Bidder (Any one member in case of consortium) should be in existence for the last 5 years and in the business of providing software solution for automation of building plan scrutiny.	Certificate of Incorporation (All members in case of consortium) and work orders for relevant experience should be attached. In case of consortium MoU with roles and responsibility of each member should be attached.
2.	The Lead bidder/ bidder/ consortium partner should be either manufacturer or Authorized partner (for this specific Tender) of the proposed COTS (Commercially Off The Shelf) solution.	The bidder should submit MAF (Manufacturers Authorization Form) from OEM as per format given in Annexure 2 Form C in the RFP. In case of OEM participation, self-certification of MAF as per format given in From C shall be submitted
3.	The Lead bidder/ bidder/ consortium partner should have experience in implementing similar solution in at least one Urban development organisation in India or Abroad.	Work orders or agreements should be attached.
4.	The bidder/ lead bidder / Consortium Partner should have a combined turnover of Rs. 50 crores in the past three financial years. (Combined 3 year total turnover is Rs. 50 crores as on March 31st 2017)	Copy of the last three years (i.e. 2014-15, 2015 – 16 and 2016 - 17) audited financial Statements / Audited Balance Sheet should be attached. CA certificate or published balanced sheet for 2016-17. Turnover shall be considered without Tax
5.	The bidder (All members in case of consortium) should have Minimum ISO 9001:2008 or ISO 9001:2015 or CMM-3 level Certification.	Valid certification should be attached

6.	The bidder (All members in case of consortium) should not have been blacklisted by any State/Central Govt./ ULB /Semi Government Organization/ PSU in India	An undertaking by an authorized signatory needs to be submitted in this regard.
7.	The bidder must get and furnish an undertaking duly signed by authorized signatory of the OEM to convey OEM's acceptance "The COTS OEM provider agrees to provide the unlimited licenses to Govt. of Gujarat for use of its employees during the life of the project."	An undertaking by an authorized signatory needs to be submitted in this regard.

Note:

- In case of consortium, consortium agreement shall be submitted with roles and responsibilities of each member.
- In case of consortium, the EMD in the form of Bank Guarantee/ Demand Draft should be submitted in the name of Gujarat Informatics Ltd by lead bidders only. The work orders/ agreements will be issued to lead bidder.
- The consortium Up to 3 members are allowed in Consortium
- The bidder/lead bidder and consortium partner must attach valid documents in support to their technical and financial capabilities/strength, as mentioned above. Without proper supporting documents, the bid proposals are liable to be reject.
- All the proposed equipment/solutions should not be declared End-of Support by OEM for next 8 years and should not be end of production for next one year from the date of bid submission

Prequalification Criteria for Proposed COTS product

Sr. No.	Prequalification Criteria for Proposed COTS (Commercially Of The Shelf) Product	Proof /Document Required
8	COTS Product should have been deployed at least one state-wide implementation with single work order of more than 15 ULBs or similar bodies in India with centralized architecture.	Declaration Letter from OEM with names of clients and work order shall be attached.
9	The OEM should not have been blacklisted by any State/Central Govt./ ULB/Semi-Government Organization/ PSU in India	An undertaking by an authorized signatory needs to be submitted in this regard.

Notes:
1. **COTS means commercially Off-The-Shelf**: The software application should be readily deployable with or without configuration to suit the customer's specific process requirements and does

not involve developing the application from scratch. COTS software shall be implementable or deployable and maintainable by any other competent agency other than the manufacturer or agency which has developed the COTS software. Proposed COTS software solution shall also be available with complete transparency including operation manuals, help documents and source code for customization.

2. GIL/UD &UHD may independently verify the authenticity of credentials submitted by the bidder through phone/in writing. And if it is found that the bidder has submitted wrong/falsified information the bidder will be disqualified and/or blacklisted. In event of submission of any false document/s/information/s, GIL/UD&UHD reserves the right to reject/disqualify the bid, without assigning any reason.

3. A firm that has been determined to be ineligible by the Bank in relation to the Bank Guidelines On Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants shall be not be eligible to be awarded a contract.

1.5.   Eligible Goods and Services
1.5.1. Software application development and deployment with or without configuration to suit the customer's specific process requirements. Software shall be implementable or deployable and maintainable by any other competent agency. Software solution shall also be available with complete transparency including operation manuals, help documents and source code.

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

1.7.   Content of Bidding Document
The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents in format or submission of a bid not substantially responsive to the biding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

1.8.   Pre-Bid Conference
A prospective Bidder requiring any clarification of the revised bidding documents may seek clarifications of his/her queries submitted on or before given time limit. GIL/UDD 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:

Name of Organization submitting request		Name & position of person submitting request:	Address of organization including phone, fax, email points of contact
S.No.	Bidding Document Reference (Clause /page)	Content of RFP requiring clarification	Points of Clarification required
1			
2			
3			
4			

1.8.1. Pre-bid Conference

The purpose of this meeting is to give understanding to the Bidder of the existing system and envisaged scope of work and receive the suggestions on the RFP within stipulated time limit. After receiving the suggestions, GIL/UDD may accept the suitable suggestions and upload the revised documents.

1.9. Amendment to RFP

1.9.1. At any time prior to the deadline for submission of bids, GIL/UDD may, for any reason, whether on its own initiative or in response to a clarification request by a prospective bidder, modify the bidding documents.

1.9.2. All prospective bidders who have received the bidding documents will be notified of the amendment through website and such amendments will be binding on them.

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

1.10. 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/UDD shall be in English language.

1.11. Documents Comprising the Bid

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

1.11.1.1. EMD & Bid Processing Fees

1.11.2. Qualification documents, Technical Bids and Financial Bids must be submitted online through the e-tendering website of http://www.gil.nprocure.com using digital signature.

1.11.2.1. 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 UDD.

1.11.2.2. The bid processing fee of **Rs. 15,000/- (Rupees Fifteen Thousands Only)** inform of DD and EMD of **Rs. 45,00,000/-(Rupees Forty Five Lacs)** in form of DD/Bank Guarantee are to be submitted physical in the form favoring of **"Gujarat Informatics Ltd."** in sealed cover clearly mentioning that "bid Processing Fee and EMD of RFP for "Selection of Service Provider for Development,

Customization, Deployment, Implementation, Training, Hand Holding and Operation & Maintenance Support for State wide, Online Development PERMISSION SYSTEM (ODPS) for Urban Development and Urban Housing Department, Government of Gujarat" at the address mentioned in Section-1.

1.12. Bid Security – Earnest Money Deposit (EMD)

1.12.1. Earnest Money Deposit **Rs. 45,00,000/-(Rupees Forty Five Lacs)** in the form of DD/Bank Guarantee in favour of **"Gujarat Informatics Ltd."** payable at Gandhinagar/Ahmedabad with a validity of 180 days from the submission of the bid.

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

1.12.3. The EMD & DD should be **from any 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, dated 14.06.2016 and dated 01/05/2017 issued by Finance Department or further instruction issued by Finance department time to time**

1.12.4. No interest shall be payable on the EMD.

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

1.12.6. 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.

1.12.7. The EARNEST MONEY DEPOSIT shall be forfeited:
   a) if a Bidder withdraws its bid during the period of bid validity
   b) in case of a successful Bidder, if the Bidder fails:
      i. to sign the Contract as mentioned above or
      ii. to furnish performance bank guarantee as mentioned above or
      iii. The bidder should be renew the EMD time by time.

1.13. Bid Form

1.13.1. The Bidder shall complete the Technical Bid and Financial Bid furnished with this document giving details as per the format mentioned in the e-Tendering website https://www.gil.nprocure.com. The bidder shall also complete the bid form as per section V and submit it with the financial Bid on https://www.gil.nprocure.com.

1.14. Bid Prices

1.14.1. The Bidder shall indicate the prices in the format mentioned in the e-Tendering website https://www.gil.nprocure.com.

1.14.2. Following points need to be considered while indicating prices:

   1.14.2.1. 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 in case of primary site and within India in case of DR site as indicated by GIL/UDD

2. The rates of any Indian duties, sales tax, service tax and other taxes which will be payable by the Client on the goods/ services (if any) if this contract is awarded, should be quoted

separately. However, Taxes as applicable at the time of actual invoice shall be considered.

2.1.1. The Bidder's separation of the price components will be solely for the purpose of facilitating the comparison of bids by GIL/UDD and will not in any way limit the Client's right to contract on any of the terms offered.

2.1.2. Sharing of responsibility (between UDD and the bidder) of procurement of various types of software shall be as under:

    2.1.2.1. **The prices quoted shall be inclusive of license software required for actual running of applications developed (i.e. User level Operating System and database other software required).**

    2.1.2.2. **Bidder has to procure and provide the required software platform at central level including Operating System, RDBMS and any other software etc. required for running the central system on SDC cloud and bidder has to procure and provide the required system software etc. at user level.**

    2.1.2.3. The price quoted shall be inclusive of "Development, Customization, Deployment, Implementation, Training, Hand Holding and Operation & Maintenance Support for 8 years including warranty support for proposed System". This shall also include the cost of integration with applicable modules of Govt. of Gujarat.

    2.1.2.4. 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.

    2.1.2.5. The GIL/UDD shall have the unrestricted right to deploy or use application software and the documentation related thereto, in any Gujarat state government department, at no cost to client. State Government may choose to carry out the customization of the software, after the expiry of the post implementation support, by any way they want.

2.2. **Bid Currency**

Prices shall be quoted in Indian rupees only.

2.3. **Validity of proposal**

2.3.1. Proposals shall remain valid for a period of 180 days (one hundred eighty days) after the date of financial bid opening prescribed in the RFP. A proposal valid for shorter period may be rejected as non-responsive. GIL/UDD may solicit the bidders' consent to an extension of proposal validity (but without the modification in proposals).

2.3.2. In exceptional circumstances, GIL/UDD 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 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.

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

2.4. **Preparation of Proposal**

2.4.1. The proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings shall not be valid.

2.4.2. The proposal shall be typed or written in indelible ink (if required) and shall be initialed 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

2.4.3. In addition to the identification, the covering letter (Form A) 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.

2.4.4. The information submitted must be definitive and specific. Vague terms, incomplete information, counter offers, and 'uncalled for' correspondence shall not be entertained.

2.4.5. 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 bidder.

2.4.6. Bidder is required to submit the complete proposal along with required forms etc on https://www.gil.nprocure.com. The proposal shall be exactly according to the presented formats given on the https://www.gil.nprocure.com. 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.

2.4.7. Committee would ask Bidder(s) for detailed presentations. All such presentations shall be at the cost of bidder.

2.4.8. 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 bidder's risk and shall result in rejection of the proposal.

2.5. **Submission of proposal**

2.5.1. Submission of Bids:
   a) The Bidder shall submit the Technical Bid and a Financial Bid as per the format mentioned in the e-Tendering website https://www.gil.nprocure.com. The bidder shall also complete the bid form as per Form A and submit it with the financial bid on https://www.gil.nprocure.com.
   b) Telex, cable, e-mailed or facsimile bids will be rejected.

2.5.2. Prices shall be quoted in Indian Rupees Only.

2.6. **Opening of Bids by GIL/UDD**

2.6.1. GIL/UDD will open all bids (only Technical stage at the first instance), in the presence of all Bidders or their representatives who choose to attend, and at the following address:
   Gujarat Informatics Ltd,

Block no .1/8, Sector-11,
Udyog Bhavan,
Gandhinagar- 382010

2.6.2. 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/UDD office, the Bid shall be opened at the appointed time and location on the next working day.

2.6.3. 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/UDD, at its discretion, may consider appropriate, will be announced at the time of opening. No Bid shall be rejected at the opening, except for late bids, which shall be returned unopened to the bidders.

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

2.6.5. The 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.

2.7. **Clarification of Bids**

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

2.8. **Preliminary Examination**

2.8.1. GIL/UDD 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.

2.8.2. Prior to the detailed evaluation, GIL/UDD 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/UDD determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

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

2.8.4. Conditional bids are liable to be rejected.

2.9. **Methodology & Criteria for Technical, Commercial and final evaluation**

2.9.1. UDD will form a Committee which will evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, GIL/UDD, may, at its discretion, ask the bidders for clarification of their Technical Proposals.

2.9.2. The bidders are expected to provide all the required supporting documents & compliances as mentioned in this RFP.

2.9.3. During the technical evaluation, GIL/UDD may seek the clarification in writing from the bidder, if required. If bidder fails to submit the required clarifications in due time, the technical evaluation will be done based on the information submitted in the technical bid. The price bid will be opened of the bidders whose technical bids are fully complied and who have scored **60%** in technical evaluation. At any point of time, if GIL/UDD feels that the bidder is hiding any information which will affect the project cost in short or long run, GIL/UDD may reject his bid without assigning any reason or explanation.

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

2.9.5. Technical Evaluation:

Detailed Evaluation Criteria:

Sr.no	Criteria	Evaluation	Remarks
1.	Past Experiences and Organizational (25 Marks) Strength of the Bidder		
1.A	Experience of working in Application Development / successful Product implementation Projects for Government /ULBs or any similar bodies in India	1 to 2 Government projects in India– 4 Marks 3 to 4 Government projects in India - 6 Marks 5 to 6 Government projects in India – 8 Marks > 6 Government projects in India – 10 Marks	Work orders and Client Certificates from the Customers
1.B	Overall Technical Capability - No. of technical resources on Companies roll as on Bid submission Date	<=75 resources: 3 Marks 75 to <150 resources: 4 Marks More than 150 resources: 5 Marks	Letter from HR Manager certifying the number of resources
1.C	Bidder Total Turnover in last three financial years as on 31stMarch, 2016 from Software/IT product Development and Support service activities. Year 2014-2015 Year 2015-2016 Year 2016-2017	>= Rs. 50 crores to Rs. 75 Crores – 5 Marks >Rs. 75 crores to Rs. 100 Crores - 8 Marks >Rs. 100 crores 10Marks	
2.	Product Capability (50 Marks)		
2.A	COTS solution deployed and successfully in use at ULBs or any similar bodies (Experience of OEM for the	If number of ULBs 15 to 20 – 5 Marks If number of ULBs 21 to 25 – 8 Marks If number of ULBs 26 to 30 – 10Marks If number of ULBs > 31 then – 15 Marks	Enclose list of Customer and Customer certificate with Customer Official contact number

Sr.no	Criteria	Evaluation	Remarks
	proposed product will be considered)		
2.B	Functional Compliance of Proposed COTS solution	If compliance is 80% to 84% then5 Marks If compliance is 85% to 89% then 8Marks If compliance is 90% to 95% then 10Marks If compliance is More than 95 - 15 Marks	Compliance matrix as per Compliance Statement for Functional performance requirement of System mentioned in RFP and live product demo to verify the compliance matrix to evaluation committee
2.C	Area scrutinized through proposed COTS solution (Experience of OEM for the proposed product will be considered)	If area scrutinized is between 2.5 Lacs to 5 Lacs sq. mtr. Then- 2 Marks If area scrutinized is between 5 Lacs to 20 Lacs sq. mtr. then - 3 Marks If area scrutinized is between 20 Lacs to 50 Lacs sq. mtr. then - 4 Marks If area scrutinized is more than 50 Lacs Sq. mtr. then - 5 Marks	Enclose list of client and Client Certificates / MIS reports with URL details along with Customer Official contact number
2.D	No of proposals processed through proposed COTS solution. (Experience of OEM for the proposed product will be considered)	If No. of proposals are in between 5001 to 10000 then - 5 Marks If No. of proposals are in between 10001 to 20000 then - 8 Marks If No. of proposals are more than 20000 then - 10 Marks	Enclose list of client and Client Certificates / MIS reports with URL details along with Customer Official contact number
2. E	State-wide deployment with centralized architecture (minimum 50 ULBs in one work order)	If work order =1 then 5 Marks	Enclose work order/ agreement copy with Customer Official contact numbers
3.	COTS Product Demonstration (25 Marks)		

Sr.no	Criteria	Evaluation		Remarks
3.A	COTS Product Demonstration	Overall understanding and functional demonstration of COTS application a. The results produced by automatic scrutiny through system shall be evaluated		Live Demo of Product along with state-wide delivery methodologies.

Sr. No.	Presentation Evaluation Criteria	Marks
1.	Demonstration of Product (Residential b. Commercial c. Multi-storeyed building d. Group Housing e. Industrial)	10
2.	Type and quality of User Interface including ease of operation	5
3.	Implementation Strategy (Pilot and State wide roll out)	5
4.	Proposed value additions	5
	Total Marks	**25**

Note: GIL/UD&UHD may independently verify the authenticity of credentials submitted by the bidder through phone/in writing. And if it is found that the bidder has submitted wrong/falsified information the bidder will be disqualified and/or blacklisted. In event of submission of any false document/s/information/s, GIL/UD&UHD reserves the right to reject/disqualify the bid, without assigning any reason.

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. UDD'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.

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.

Final Evaluation of Bid:
The Financial Bids of only the technically qualified Bidders will be opened for evaluation.

Total Commercial Bid: The total commercial bid of the bidder would be calculated as follows: Commercial Bid Score **Financial score of a bidder 'Fb' = Table 1 + Table 2**

ii)   Determination of the Total value Bid

The Technical bid shall have a weightage at 50% in the overall evaluation of the bid and the Commercial (Financial) bid score shall have a weightage at 50% in the overall evaluation.

Formula for Normalization of Technical bid for each Bidder $Tn = (Tb / Tmax) \times 100$ Where Tb is the Bidder's technical score and Tmax is the Highest technical score.

Formula for Normalization of Financial bid for each Bidder $Fn = (Fmin / Fb) \times 100$ Where Fb is the Bidder's commercial bid score mentioned above and Fmin is the Lowest bid value. Individual Bidder's Tn and Fn will be added to reach the final value.

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

2.10.   Award of Contract
On acceptance of Proposal for awarding the contract, GIL/UDD 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 variations in or modifications of the terms of the Contract shall be made except by written amendment signed by all the parties.

2.11.   UDD's Right to Accept Any Bid and to reject any or All Bids
GIL/UDD reserves 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/UDD action.

2.12.   Notification of Awards
2.12.1. Prior to the expiration of the period of the bid validity, UDD will notify the successful bidders in writing, to be confirmed in writing by registered letter, that his bid has been accepted.
2.12.2. The notification of award will constitute the formation of the Contact.
2.12.3. Upon the successful Bidder's furnishing of performance security GIL/UDD will promptly notify each unsuccessful Bidder.

2.13. Signing of Contract

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

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

2.14. Performance Bank Guarantee

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

2.14.2. Within ten (10) working days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the UDD. The Performance Bank Guarantee (PBG) has to be submitted within fifteen (15) working days from date of award of work. The PBG shall comprise two parts; 5% of the value of Project Implementation phase of Price Bid valid for one year which would be discharged and returned after Go-Live, and second part as 5% of the value of O&M phase valid up to 180 days beyond the expiry of contract.

2.14.3. The Successful bidder has to submit Performance Bank Guarantee to be provided issued by any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural 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. (The draft of Performance Bank Guarantee is attached herewith).

2.14.4. The proceeds of the Performance Bank Guarantee shall be payable to the Department as compensation for any loss arising from the bidder(s)'s failure to complete its obligations under the contract.

2.14.5. The Performance Bank Guarantee shall be denominated in Indian Rupees.

2.14.6. The Performance Bank Guarantee will be discharged by the Department and returned to the bidder(s) on completion of the bidder's performance obligations under the contract.

2.14.7. In the event of any contract amendment, the bidder shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Bank Guarantee, rendering the same valid for the duration of the contract, as amended for further period.

2.14.8. No interest shall be payable on the PBG amount. UDD may invoke the above bank guarantee for any kind of recoveries, in case; the recoveries from the bidder exceed the amount payable to the bidder.

2.15. Provision of Electronics & IT/ITeS Startup Policy

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

arrangements, the responsibility of meeting SLAs (Service Level Agreements) will continue to belong to the solution provider or the Service Provider.

2.16. Confidentiality

Information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any bidder 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 UDD, no party, shall, at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

2.17. Disqualification

GIL/UDD may at its sole discretion and at any time during the evaluation process, disqualify any bidder, if the bidder has:

2.17.1. Submitted the Proposal documents after the response deadline.

2.17.2. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.

2.17.3. Submitted a proposal that is not accompanied by required documentation or is non-responsive.

2.17.4. Failed to provide clarifications related thereto, when sought.

2.17.5. Declared ineligible by the Government of Gujarat, or any of the departments in the Gujarat State Government, for corrupt and fraudulent practices or has been blacklisted at the time of submitting the bid.

2.17.6. Submitted a proposal with price adjustment / variation provision.

2.18. Binding Clause

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

2.19. Intellectual Property Rights

2.19.1. For a bespoke development, the Department shall retain exclusive intellectual property rights to the software (including source code of customizations/ enhancements/ amendments done). The service provider is advised not to bring any software as base layer for future development as a solution. Final solution IPR will be sole and exclusive property of department, expect BI tools, OS and DB. Service Provider will have no claim to any base layer or any other component.

In bespoke development, the UDD shall have full rights of sharing source code with other Government organizations in India in original form and to modify it with any service provider either by itself or by other Govt. agency.

In case of bidder not offering the COTS (ERP Solution), than the bidder has also to transfer source code so developed for the ODPS project to Government of Gujarat. The source code, fully documented for its architecture will be exclusive property of the Government of Gujarat and the bidder will have no right to use it anywhere else without prior approval of the Government of Gujarat through the UDD. If Government of Gujarat allows to the

bidder the use of this source code then it will take 20% of the cost of application development for the subsequent projects as Royalty fee. Considering the rights of government of Gujarat over the source code, the bidder is specifically directed not to use any proprietary layer either of its own ownership or of ownership of others with the source code to deliver the solution for the ODPS project.

2.19.2. For COTS Product the full IPR of the customized/developed solution for this project shall rest with the UDD except the COTS, BI, OS and DB. Incremental IPR will be created during the Development process which will be since paid for by Govt. of Gujarat; hence such IPR will rest in Government of Gujarat.

In case of COTS Product the state Government has right to retain customization layer and should the agreement with service provider and to further develop. Therefore, Government of Gujarat will hold IPR of the customized COTS solution. The same would be applicable to copyrights. The TSP shall sign any/all the documents in this regard and will get necessary undertaking to this effect from the COTS OEM.The Gujarat Government further intends use customized COTS back to the COTS OEM to enable it to use in Government organizations in other States or in organizations in Government of India. The COTS OEM will have to agree to this arrangement and wherever, the COTS OEM uses Govt. of Gujarat customized COTS solution or gets additional projects of Department of Electronics & IT, Govt. of India or any other state government, it will have to pay to Government of Gujarat a license fee / access fee / sharing fee /royalty of 20% of project fees collected towards the COTS solution (License fees collected towards database licenses or Operating System licenses will not be included for sharing) from the tendering authority or the TSP (Total Solution Provider) is included) of such projects. At the time of awarding contract, authorized representative of COTS OEM will have to sign a separate contract agreement to such an extent with Govt. of Gujarat. The TSP has to get such an undertaking from the OEM at the time of filing this bid and hand over the source code, Meta data details etc. to the UDD at different stages of customization and before release of final payment on completion of training and roll out of software.

2.19.3. The UDD shall have the unrestricted right to deploy or use New ODPS application software and the documentation related thereto, in any Gujarat state government department, at no cost to client.

2.19.4. The SP shall indemnify UDD 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.

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

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

2.19.7. In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in India, the SP shall act expeditiously to extinguish such claim. If the SP fails to comply and

UDD is required to pay compensation to a third party resulting from such infringement, the SP shall be responsible for the compensation including all expenses, court costs and lawyer fees. UDD will give notice to the SP of such claim, if it is made, without delay where upon SP shall reimburse.

2.20. Limitation of Liability

The entire liability of the bidder shall be limited to **Maximum (Limitation of liability) = Payment made to the bidder** and explicitly exclude all direct, indirect and consequential losses impact, etc. to the Department except as may be determined by courts of law under the applicable law and awarded after following the due process of law.

2.21. Force Majeure

2.21.1. Notwithstanding anything contained in the RFP, the SP 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.

2.21.2. For purposes of this clause "Force Majeure" means an event beyond the control of the SP and not involving the SI'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 UDD regarding Force Majeure shall be final and binding on the SI.

2.21.3. If a Force Majeure situation arises, the SP shall promptly notify to the UDD in writing, of such conditions and the cause thereof. Unless otherwise directed by the UDD in writing, the SP 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.

2.22. Payments in case of Force Majeure

During the period of their inability of services as a result of an event of Force Majeure, the SP 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.

2.23. Exit Management Procedure

2.23.1. This Schedule sets out the provisions, which will apply on expiry or termination of the Contract Period and/ or earlier termination of the SP and/ or the SLA for any reasons whatsoever.

2.23.2. In the case of termination of the Project implementation and/or SLA due to illegality, the parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.

2.23.3. The parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

2.23.4. The Exit Management Period starts, in case of expiry of Contract, 6 months before the Contract comes to an end or in case of earlier termination of Contract, on the date of service of termination orders to the Service Provider. The Exit Management Period ends on the date agreed upon by the Department or six months after the beginning of the Exit Management Period, whichever is earlier.

2.23.5. During the Exit Management Period, the Service Provider shall use its best efforts to deliver the Services. Payments during the Exit Management Period shall be made in accordance with the Terms of Payment Schedule.

2.23.6. The selected Service Provider will be required to provide necessary handholding and transition support to the Department's staff or its nominated agency or replacement Service Provider. The handholding support will include but not be limited to, conducting detailed walkthrough and demonstrations for handing over all relevant documentation, addressing the queries/clarifications of the new agency with respect to the working / performance levels of the infrastructure, conducting training sessions etc.

2.23.7. The Service Provider shall permit the Department and/or any replacement Service Provider to have reasonable access to its employees and facilities as reasonably required by the Department to understand the methods of delivery of the Services employed by the Service Provider and to assist appropriate knowledge transfer.

2.24. Agreement Amendments

No variation in or modification of the terms of the agreement shall be made except by written amendment signed by both the parties. However, Department shall, as the situation warrants, in consultation and agreement with bidder shall make major additions to the scope and agree for suitable payments.

2.25. Arbitration

2.25.1. Arbitration proceedings will be held in India at Gandhinagar and the language of the arbitration proceeding and that of all documents and communications between the parties shall be in English.

2.25.2. The decision of the majority of arbitrators shall be final and binding upon both the parties.

2.25.3. All arbitration awards shall be in writing and shall state the reasons for the award.

2.25.4. The expenses of the arbitration as determined by the arbitrators shall be shared equally between the two parties. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

2.26. Inspection/Testing

2.26.1. Application :
   a)   UDD 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 UDD.
   b)   As per Govt. Of Gujarat circular dated 10th March 2006, the UDD applications must be tested at EQDC, GIDC, Gandhinagar or at the location specified by UDD at the cost of SI. 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:

Stress/Load testing

Performance testing

Security testing

2.26.2. Application Security Audit:

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.

a) The SP must submit the test results to UDD.

b) Should any inspected or tested software fail to conform to the specifications, the UDD 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 UDD.

c) UDD'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 UDD for its representative prior to the software deployment.

d) No clause in the RFP document releases the SP 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 SP shall maintain necessary logs in respect of the result of the test to establish to the entire satisfaction of UDD, 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 UDD is satisfied with the working of the software on the, the acceptance certificate of UDD 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 UDD, the SP shall supply operation manuals. These shall be in such details as will enable UDD 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 UDD.

2.27. Change Request Orders

2.27.1. During the development and O & M phase, any change in scope of work, or in design and development of Decision Support systems (DSS) or of 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.

2.27.2. UDD 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 UDD;

    b)   The place of delivery; and/or the Services to be provided by the SI.

    c)   The bidder should be responsible for changes in the New ODPS system user Interface and due to change of legal/statutory/GR/Any ACT etc. changes issued by govt. time to time during the contract period.

2.27.3. Once the change request is developed and implemented, it will become the part of the Software application.

2.27.4. Training of personnel of the UDD in terms of hours/subjects will be without any additional cost.

2.27.5. Any change during the operation and maintenance period should not be considered as a change request. However, the bidder has to deploy Team mentioned in this RFP for any changes in the application.

2.28. Suspension

UDD may, by written notice to SI, suspend all payments to the SP hereunder if the SP fails to perform any of its obligations under this contract including the carrying out of the services, provided that such notice of suspension.

2.28.1. Shall specify the nature of failure.

2.28.2. Shall request the SP for remedy of such failure within a period not exceeding thirty (30) days after receipt by the SP of such notice of failure.

3. **SECTION – II SCOPE OF WORK**

Customization of application as per DCR of each category of Authority (Category D1 to D11) as specified below and deployment of application on centralized server for 190 Authorities.

The classification of GDCR for Gujarat State is mentioned below: Classification of GDCR for Gujarat State is enclosed herewith as annexure 5.										
D1	D2	D3	D4	D5	D6	D7	D8	D9	D10	D11
AUDA	BADA	Bhuj	BAUDA	Alang ADA, Ambaji ADA, Shamlaji ADA	Gandhidham DA.	Authorities Designated US 6 of GTP UDA.	All Municipalities not included in D1 to D7, Municipalities declared under GMA Act - 1963	GIDC & Notified Areas (Industrial)	Remaining State & G.P. & other Non Notified Industrial area and Notified area	Dream City, GIFT, SIR
VUDA	JADA	Bhachau	AWKUDA							
GUDA	JuUDA	Rapar	MWUDA							
SUDA		Anjar	SWUDA							
RUDA			Navasari							
			Bardoli							
			Himatnagar							
		Mandvi (K)	Khambhalia							

- Refine and define the processes to make the service delivery simple and convenient to the citizen and to all stakeholders in the system
- Build the required ICT solution and deploy based on the Acceptance certification by UD&UHD/CTP office.
- Deployment of manpower for drawing scrutiny services at various levels as per work order as per rate given in Price bid.

The List of processes identified for ICT enablement is:

Residential buildings, Commercial buildings and other buildings as per GDCR Norms

Stages of Development Permission life cycle for a Proposal

1. DPC (Development Permission Certificate)

2. BUC (Building Use Certificate)

The scope of services to be offered by bidder is detailed below:

- The bidder shall be responsible for **Development/Customization, Integration, Deployment, Implementation, Training, Hand Holding and Operation & Maintenance Support for State wide, Online Development PERMISSION SYSTEM (ODPS) for 8 years including one year of warranty period.** The bidder shall be responsible for providing all types of services as mentioned in this documents & Scope of Work, as a part of this project.
- Provide warranty/on-site maintenance product, software that shall be supplied and installed under this procurement throughout the period of contract as per SLA and also provide warranty execution/onsite maintenance of the Database S/W.
- Undertake Performance Tuning and ensuring optimum performance of the equipment supplied.
- The support coverage shall be as per the service window mentioned in the Section – "Service Level".
- Provide manpower for operations, maintenance and onsite warranty support of all the existing and supplied items.
- Bidder is required to propose the required compute power, storage and other requirement to host the application at Primary Site. The necessary compute infrastructure will be provided by Govt. of Gujarat as a part of SDC.
- Application Testing through EQDC and Security audit of the application through CERT-In empanelled agency.

The bidder is required to quote, supply, install and maintain the required OS, Database and other s/w licenses provided by bidder.

- The application developer/software provider should ensure that the proposed application architecture & offered solution including software or any other tool should be latest and should not be end of support/end of sales during the 8 years of O & M period.
- The proposed solution should be on open standard and compatible with other technology. So that, there should not be any proprietary/OEM lock in situation during the 8 years of O & M period.

- During the O&M period of 8 years the SP has to provide support for resolution of errors/bugs (if any), software updates, patches, changes in the software that may be necessary due to legal/statutory/GR/Any ACT etc. changes.
- Bidder has to deliver the final product with unlimited users' licenses to Govt. of Gujarat for the duration of the project if it is a COTS product.

Roles and Responsibilities of Stakeholders

The purpose of stakeholder involvement analysis is to assess the overall project environment and to help identify key persons, groups or institutions with an interest in the project or program and assess how their interests may affect its success. Following are roles and responsibilities of each stakeholder for this project.

A. Urban Development Department, Govt. of Gujarat (UD&UHD)/ CTP Office

(Evaluation and Monitoring Committee headed by CTP and One Representative from Each Category of ULB, DA, DDA and one nominee from UD&UHD- Odd No. Decision of CTP is final in case of a tie)

1. UD&UHD shall form a core evaluation and monitoring team for evaluation of this tender and monitoring project. The core group will have the mandate to approve processes and stages and take all decision with regard to tender evaluation and project Implementation.

2. UD&UHD/CTP Office/ULB will provide all IT infrastructures, Civil and Electrical Infrastructure and fully furnished Work Place for Scrutiny and Operations Teams provided by Contactor as per work order.

3. Municipal Corporations will provide all Server and IT Infrastructure at their locations required to run the main application.

4. Respective Municipal Corporation/UDA/ADA/ Nagarpalika/ GP shall provide all IT Infrastructure and supporting software required at their sites/locations.

5. Bidder shall provide CAD Solution/ open source CAD solution to run the system at each ULBs.

6. Approval of SRS and ensure proper Training arrangements for Internal as well as external stake holders including ULB's core users, Applicants and Citizens etc. Ensure registration of Applicants and collect necessary fees if applicable.

7. Timely payment to the contactor and assessment of the progress of the implementation on release of funds to the bidder.

8. UD&UHD/CTP Office/ Authorities will get registered and take membership with open source platform providers if required for running CAD independent COTS product.

9. All the bills and the transaction statements submitted by the bidder to UD&UHD/ CTP Office should be verified by core team.

10. Provision of Payment gateway, digital signer component and SMS gateways at central level.

11. UD&UHD/ CTP Office shall provide Android / iOS and Windows based mobile and digital keys for each Authority

12. Conduct periodic review meetings at regular intervals to monitor the overall progress of the project

13. Acceptance testing and acceptance

14. The committee shall act as a central coordinator for all Authorities

15. Ensure that all necessary sign offs are completed in time and queries of the bidder resolved within reasonable time

16. UD&UHD/ CTP Office shall make all training arrangement and ensure attendance of officials at central location for training.

17. Identify and provide Coordinator from each Authority

18. Provide the bidder all the details of each Authority required for system study

B. Bidder

1. Customize, Test and Install a scalable and secure application so as to make application compliant with solution requirements

2. Integration of eNagar with the proposed Scrutiny system wit htwo way communication.

3. Prepare System Requirements Specifications (SRS) and get it approved from UD&UHD.

4. Data and application Security

5. Prepare communication plan for communication with all stakeholders.

6. Prepare and submit reports at periodic intervals on the progress of the project

7. Training to all identified stakeholders

8. Deployment of Operational Team as per work order.

9. The bidder will be responsible for the costs towards travel, stay, daily allowance or any other allowances with respect to their staff deployed for the execution of this project before or after the award of the contract.

10. Yearly security Audit

11. Preventive Maintenance of Central Software

12. Year user feedback from each implemented location and revision thereof.

13. Yearly training of 2 days at 4 regional offices of Town Planning and Valuation Department.

Proposed System

UD&UHD has already initiated the e-Nagar project having separate application modules for Architect license registration, building permission application, issuance of BU certificate and recording of progress entry of development etc. Now, Chief Town Planning office has conceptualized a centralized scrutiny application for automation of development plan approval process of Authorities which will be accessible by all the users (UD&UHD, CTP, Authorities & applicants) through centralized SSL secured system.

The bidder shall have to use the existing e-Nagar application for registration, basic work flow, reporting, Mobile Application and user authentication system as a front end for all the ULBs and investor Facilitation Portal (IFP) developed by Government of Gujarat shall be used for the External users through Investor Facilitation Portal. The necessary integration shall be the responsibility of the bidder & UDD will facilitate the same with the help of existing application developer of IFP & eNagar.

The bidder is expected to configure and customize existing and well proven application. The automatic scrutiny of development plans will be a critical component of the complete system. This component must be able to scrutinize the drawings submitted for development plan permission and mapping with proposed GDCR to ensure that they conform to all regulatory and statutory norms, rules and regulations of proposed GDCR. The scrutiny system shall be integrated with the existing e-Nagar application as a front end.

The conceptual process flow is depicted as below.
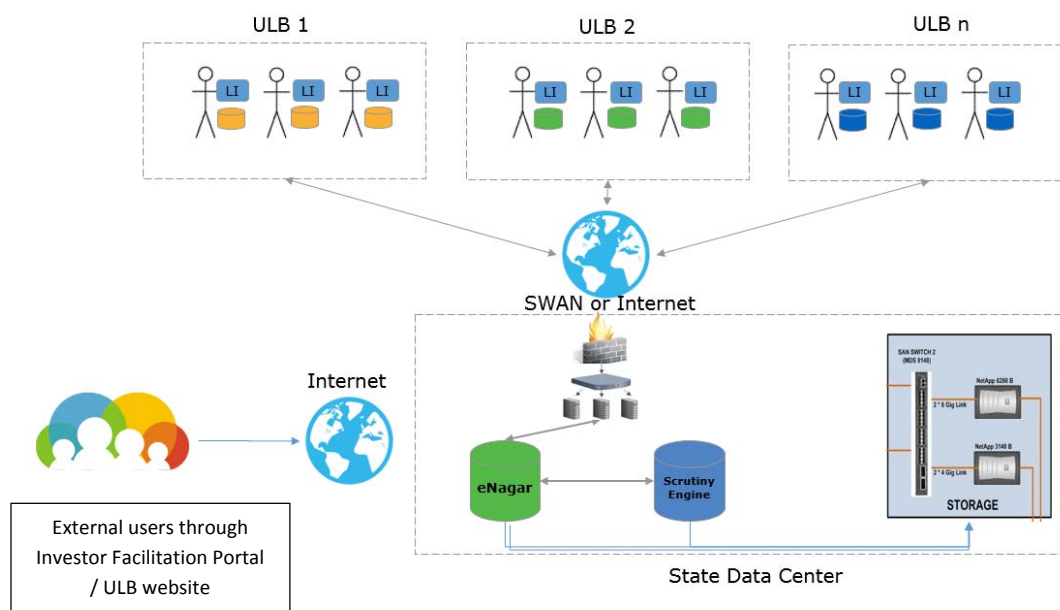
Conceptual View of Proposed System

The web based centralized scrutiny system application shall customize, seamless integration with eNagar for automated development plan approval system. The same system shall be hosted in State Data Center. The proposed process flow is depicted as below

1. Applicant/ Architect/ Engineer of each Authority will be required to register online on eNagar portal. Architect/ Engineer shall select district and then respective Authority on portal. Licensed Architect/ Engineer can register himself by clicking on '*Architect/Engineer Registration*'.

2. Once registered, Architect/ Engineer enters his Username and Password to Login to centralized web Portal.

3. After Login, Architect/ Engineer can submit application online along with proposed Plan

4. If built up area is less than or equal to 125 sq. mtr then the proposed Plan shall be automatically scrutinized on FIFO (First in First Out) basis against Building By-Laws and Area Statement shall be generated. The detailed scrutiny reports shall be generated after automatic scrutiny of plan. The Applicant/ Architect/ Engineer can download the digitally signed Building Use/ Development permission Certificate from his console.

5. If built-up area is greater than 125 sqmt then scrutiny team deputed at various level as per work order shall scrutinize drawing and generate detailed scrutiny reports after scrutiny of plan.

6. The document verification and site inspection shall be done at each Authority level. The system will have the ability and flexibility to design suitable workflow for the approval process as per the requirements of the Authorities. With customized approval flow for each Authority, the officials will be in a position to approve/disapprove the development plans based on preconfigured automated approval flow for their respective Authority. The officials will review system generated reports, check documents and site conditions. Based on the findings the officials will decide to approve / reject a plan. If the application is approved, SMS/email will be sent requesting payment of DC charges and conditions to be complied with before release of approved drawings/plans. For rejected application, the same is conveyed to the applicant with reasons.

7. Scrutiny Fee, Building Fee and Labourcess etc. shall be generated automatically in the 'Payments'. Fee can be paid through payment gateway of eNagar.

8. Once all fees are paid, Development permission Order is automatically generated and displayed in Letter. Also, it is viewable in the Dashboard as well as Public Search.

   Integration with e-Nagar & IFP portal:

   - Citizen interface (Portal and Mobile App) shall be provided through eNagar application.
   - The bidder will have to consume input from the forms including supporting document (from e-Nagar) for further processing in scrutiny system and will generate the requisite output and provide the same to the e-Nagar for the citizen.

- To summarize the above, e-Nagar will provide the Citizen interface and the proposed system will provide the back-end workflow related to scrutiny of the application. The user level workflow for issuing building permission and BU certificate shall be through eNagar back office application.
- The both the agency, who is handling eNagar and this scrutiny system shall be equally responsible for the system availability.

9. The system shall be integrated with following internal / external agencies wherever the backend system is ready with respective authority;

Indicative list of department for NoC		Backend system available or no?
Sr. No.	Name of Department	
	Central, State Government and Internal department	
1	National Highway Authority of India (NHAI)	
2	Railway	
3	Airport Authority of India	
4	Archeological Survey of India	
5	National Monument Authority	
6	O.N.G.C	
7	National Park	
8	Defense,	
9	Jail	
10	I.O.C.,	
11	Naval base	
12	Coast Guard	
13	All Petrolium Compnies (GAS), Pipeline, Well	
14	Military	
15	ISRO	
16	State Highway	
17	Express Way	
18	Road & Building	
19	Mining	
20	CRZ,	
21	Metrorail	
22	U.G.V.C.L	
23	Forest• Wild Life Secentury/	
24	Irrigation,	
25	Water body	
26	G.W.S.S.B	
27	Discoms (GEB Etc.)	
28	Police	
29	Town Planning and Valuation Department	
30	Urban Development and Urban Housing Department	

Note: Department will facilitate successful bidder for seeking information required for technical integration (web service).

Expected Benefits of the Proposed System

- Reforms related to Ease of Doing Business.

- Online submission of application and payment without the need for physical touch point for building plan submission and verification.

- Minimum visits of applicant to Authority for their development proposals.

- Immediate response to the Citizen and Citizen search through portal to get information related to permissions granted by department.

- Automatic validation of compliances and fast adoption of the changing governmental regulations and policy

- Online Tracking of files and Status Reports

- Streamlined and Uniform Workflow

- Status Tracking through Mobile

- Monitoring of activities as per Citizen Charter and SLAs

Proposed Solution Framework
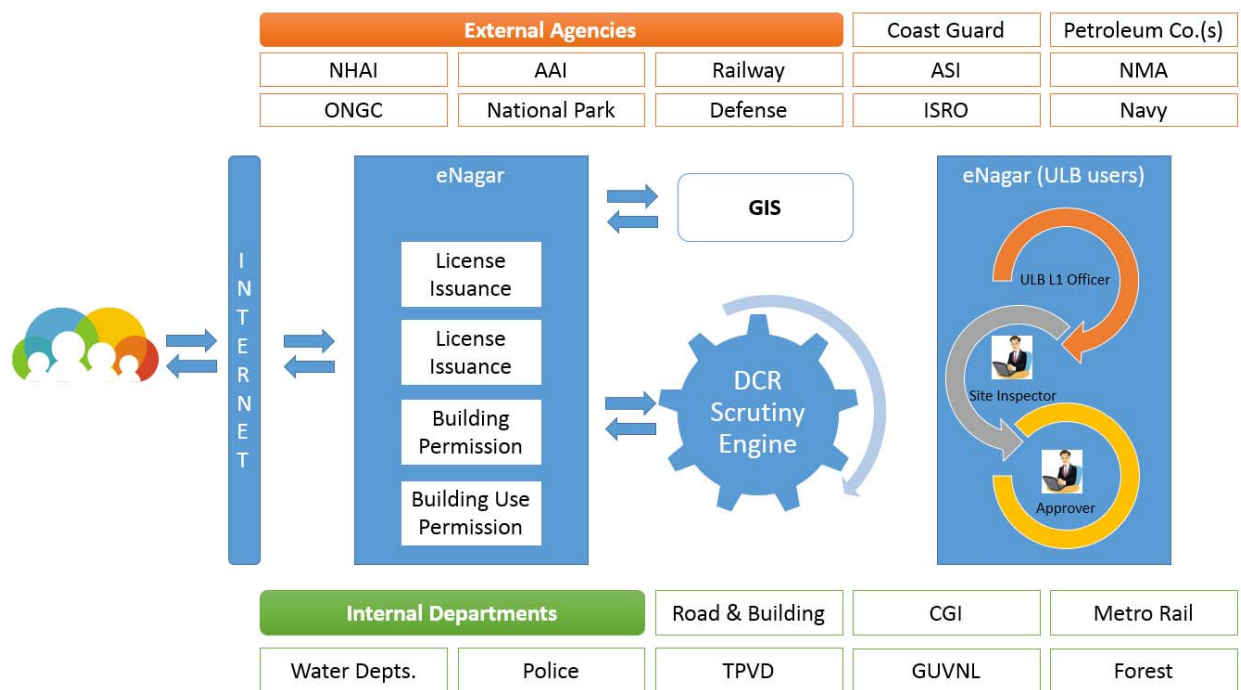
Project Scope

Activity	Description
Detailed Functional and system study and incorporation of recommendations of BPR and Infrastructure Requirements study	Detailed Study of existing systems and procedures, Departmental functional requirements, business processes and user requirements as provided by the stakeholders. Finalization of the baseline requirement based on above inputs. The systems study needs to be carried out for a comprehensive understanding of the system. Adoption of the Business process re-engineering recommendations is required in all aspects of the solution / application. The BPR is to be verified and validated for the Development/ Development Permission system. Analyze and recommend the requirements of the infrastructure with specifications needed for successful implementation of System. The recommendations to include a detailed Bill of Materials. It is the responsibility of the Bidder to suggest standard hardware, system software that is compliant to open standards and non-proprietary products which limit the choice of selection UD Department, Government of Gujarat would not accept any recommendations that make it mandatory to buy a specific brand of a hardware product or a specific solution, however the system software requirement suggestions can be brand specific to the solution offered by ODPS requirements.
Customization and Deployment of Application for 8 Municipal Corporations and their Authorities.	The bidder shall customize COTS product based on the system specifications frozen during system study and shall deploy for 8 Municipal Corporations
Customization and Deployment of Application for 52 Nagarpalika (Class A & Class B) and their Authorities.	The bidder shall customize COTS product based on the system specifications frozen during system study and shall deploy for 52 Nagarpalika (Class A & Class B)

Activity	Description
Customization and Deployment of Application for 47 Class C Nagarpalika and their Authorities.	The bidder shall customize COTS product based on the system specifications frozen during system study and shall deploy for 47 Class C Nagarpalika
Customization and Deployment of Application for 63 Class D Nagarpalikas and 20 GP and their Authorities.	The bidder shall customize COTS product based on the system specifications frozen during system study and shall deploy for 63 Class D Nagarpalikas and 20 GP
Manpower during one year warranty period from go-live for hand-holding Support	The bidder shall provide 50 persons 1 Person per Municipal Corporation and their Authorities, 1 person per District for nagarpalikas as per the (3.2) Project Schedule and 1 Project Manager form Initial stage of Project. For implementation support before operational acceptance of solution. The total bifurcation of persons is described as below

No.	Description	Quantity of Persons Required
1.	1 Project Manager	1
2.	8 Municipal Corporation and their Authorities	16
3.	33 District's for Nagarpalika	33
4.	**Total**	**50**

Activity	Description		
Manpower after one year warranty period for hand-holding Support	No.	Description	Quantity of Persons Required
	1.	1 Project Manager	1
	2.	8 Municipal Corporation and their Authorities	16
	3.	33 District's for Nagarpalika	33
	4.	**Total**	**50**

- Project Manager should BE/MCA + MBA with minimum of 5 years of experience in project management.
- Handholding & Support Engineer: CAD certified professional (Minimum diploma) having 2 year experience in CAD at 33 Districts, 8 Municipal corporations and 8 UDA &ADA (Total-49) from go-live.

Note: The requirement of manpower is min. estimated and for the evaluation purposes only. Dept. reserves the rights to increase /decrease the manpower depending upon the workload and requirement initially at the time of award of contract or at any time during the contract after giving one month notice.

Operational Acceptance	Bidder will have to manage and roll out a beta stage where the system will be made available through an appropriate mechanism on the web and conduct user acceptance testing of the System based on running 10 live cases through system for each category of Authorities and generate scrutiny reports. Based on the results, required changes will be carried out and tested. Post this, software for automated development permission process will be officially launched and operational acceptance will be complete.

Activity	Description
Operation & Maintenance Support	The bidder shall provide Operation & maintenance service for overall system stabilization, application maintenance, system administration, database administration and end-user problem resolution for period of 7 years from the completion of warranty period of 1 year for respective category of Authorities at centralized Data center. To carry out this application maintenance & other activity after warranty period, bidder is expected to deploy technical manpower such as DBA, system admin, programmer etc as per the requirements.

Comprehensive Solution
 	
Training of the Core users of Authorities
	The bidder is required to train the core team comprises from each category of Authorities to enable them to effectively operate the total system. The training session will be conducted at central location provided by UD&UHD. The bidder shall provide only manpower for training. All other facilities like venue etc. will be provided by UD&UHD.
	
	Total training session.
	
	   a. 15 days training sessions of one day each at centralized location for 8 Municipal Corporations and their respective authorities.
	
	   b. 20 days training sessions of one day each at centralized location for 18 Class A Nagarpalika and 34 Class B Nagarpalika.
	
	   c. 15 days training sessions of one day each at centralized location for 47 Class C Nagarpalika.
	
	   d. 20 days training sessions of one day each at centralized location for 63 Class D Nagarpalika and GPs.
	
	   e. 10 days training sessions of one day each at centralized location for Special Authority like GIDC, GIFT, Dream City, SIR.
	
	The bidder shall also provide a brief video on the portal as a self- training tool to familiarize Applicants/ Architects/ Engineer on how to use the portal/application

Operation & Maintenance Support

- Ongoing technical support for application.
- Fine Tuning updates/patches reporting.
- Fixing logical/run-time errors in the applications.
- Development, Testing and Implementation for Bug-Fixes.
- Generate reports on changes made in applications.

- Generate reports on change requests given to support team.
- System administration and database management support.
- Development of new application release.
- Deployment of new application on production servers.
- Synchronize the application release in all application servers of UDD, and Far DR.
- Maintaining checklist for the status of deployment on all servers.
- Monitoring & Reporting Server/ System performance.

During Operation and Maintenance Period bidders are expected to carry out any no. of Change Request that is required due to change in functionalities, Act, Rule, GR etc. during the 7 years of Operation and Maintenance period. No additional payment will be made during O & M period.

UD&UHD has distributed all Authorities/ Corporation in classes as below for deployment of operational manpower from the date of operational acceptance.

8 Municipal Corporations, and their Authorities and 18 Class A Nagarpalika.
34 Class B Nagarpalika
47 Class C Nagarpalika
63 Class D Nagarpalika and 20 GP

The classification of all these 4 categories is done in class A, B, C & D as per annexure I.

The bidder will have freedom to shuffle/ deploy same person at multiple sites based on his assignment and availability for optimum utilization of resources in consultation with UDD. However bidder needs to ensure that the assigned resource on duty at allotted site/sites available 100% of working days, operational manpower likely to be transferred at different locations as and when required by UDD.

Functional & Technical Requirements of the System

Compliance Statement for Functional performance requirement of System

S. No	Technology	Requirements/Features	Compliance (Yes/No/ Partial)
1.	General	ODPS should be 128 bit SSL secured system accessible by all the Authorities through eNagar system and shall have a mechanism by which each location shall have its uniqueness maintained but operate on standardized procedures across the state. The cloud base solution should be having a localization layer that presents the data with the identity of the location and the core engine shall be common to all.	
2.		The proposal submitted on eNagar by the Architects / Building community gets automated scrutinise in the back end system developed by bidder selected by this RFP. The system shall generate report indicating the required/permissible parameters and the proposed parameters including status of each rule whether passed or failed.	
3.		The ODPS application should have the feature of configuring the application for accepting application centrally for across the state and carry out scrutiny for the given application in a central Cell (DCR Cell) and push the application to relevant Authority/NoC for further processing.	
4.		The application should track the application of Development Permission for a given property and should be traceable from eNagar application. The necessary integration shall be done.	
5.		The applicant for Development Permission should be able to upload documents, Self-approvals and Affidavit along with application for deemed approval benchmarks on eNagar application. The necessary integration shall be done.	
6.		The Average size of the CAD based drawing file shall be 25 MB.[*] [*] File size shall vary as per requirement of building plan. The estimation of no. of applications and users is given in Annexure 4.	
7.	Automatic Scrutiny process	Automatically identifies and reads the development plan and objects from the drawing, Map objects in drawing to DCR and should generate variance report	
8.		System should Auto-Detect structures in the drawing based on usage (e.g. Residential, Commercial or Residential-Commercial Mixed etc.) and also auto detect high-rise or low-rise buildings	

S. No	Technology	Requirements/Features	Compliance (Yes/No/ Partial)
9.		System should Auto generate FSI, Area statement and Schedule of opening by reading preformatted CAD drawings.	
10.		System should Auto-generate plot area & plot area calculation for cross verification with system entered value by triangulation	
11.		System should Auto hatch particular objects as per GDCR rules.	
12.		System should Auto detect site margins and verification of coverage area/built up area.	
13.		System should Auto-generate Failed entity report and marking the same on the drawing	
14.		System should have facility for assessment of building risk based on parameters of proposals and should have inbuilt inspection module to plan and execute inspection schedules based on associated risk of building. There should be facility to schedule 3rd party inspection as a part of monitoring construction and development progress based on permits granted.	
15.		A computerized /automated scrutiny report indicating the required/permissible parameters and the proposed parameters is to be tabled including status of each rule whether passed or failed.	
16.		The bidder shall be responsible to develop Mobile application of ODPS and shall be integrated with eNagar Mobile application.	
17.		Integration with other agencies for various NOCs. The indicative list of NOC is given.	
18.		Digital Signature integration while application processing and approval. Building permission and BU Certificate shall be digitally signed. The integration for the same shall be done.	
19.	Integration	With GIS System for extracting plot information before permission and posting permission data on GIS database after permission. The formats are as per guideline of AMRUT.	
		External Departments which deal with spatial information namely maps in any form which are required to be interpreted with respect to location in latitude and longitude format with elevation from MSL for the purpose of granting permission which applies restriction or required No Objection Certificate for development has to be integrated. Whichever External Agency deal with spatial information namely maps, in any form which are required to be incorporated with respect to its location and elevation for the purpose of granting permission, which apply restriction n development has to be integrated.	

S. No	Technology	Requirements/Features	Compliance (Yes/No/ Partial)
20.		Grievance Redressal system - Customer complaints integration with eNagar system	
21.	Ease of Doing Feature	The system shall have the facility of inclusion of accreditation program and clear responsibility and liabilities for Architects/ Engineers engaged in Construction and development process	
22.		The system can assess building plans for compliance with building codes using industry accepted CAD software	
23.		The system shall allow the approval based on 3rd party certification of structural design and architectural drawings by authorized structural engineers and contractors.	
24.		The system has the feature which can allow registered architects to issue completion certificate at all Authorities instead of requiring separate completion certificate to be issued	
25.	User Authorizatio n	QR code system Digital Signature. System shall be compatible with digital signature and QR code for approvals through system by competent authority/authorities.	

Note: In case of Partial Compliance the bidder shall provide the details of compliance & non-compliance parameter of the Functionality

Technology Requirement

This section gives details pertaining to the aspects associated with the Solution architecture that has to be adopted by the Bidder while designing the solution. The Bidder has to take into consideration all components required for the solution development and deployment. The proposed architecture has to be designed in such a way that it is capable of accommodating future enhancements in terms of functional and non-functional requirements.

The Bidder has to ensure that the application meets all the functionalities as per the Functional Requirement Specifications defined in this RFP. Various components would be required to form this solution and the Bidder has to ensure proper integration of all these solution components. The proposed architecture has to be based on the latest web technologies and has to ensure the following general requirements;

    a. Should be on centralized Service Oriented Architecture

    b. Should be based on Open Standards

    c. Should be based on Modular design

    d. Should provide seamless access to Intranet & Internet users

e. Should support seamless inter-operability

f. Should be highly scalable & manageable

g. Ensure complete application security

h. Support seamless integration with other applications

i. All the existing system developed by ULBs, to bring the transparency, must be integrated with the ODPs, which is capable to retrieve the data and information from the existing system.

j. Should be integrated with External Agencies' Portal/Website to generate NOC for ODPS. which may be in spatial data form.

The proposed solution by the Bidder has to be designed using the industry's best practices as well as using the experiences from similar initiatives executed successfully within the country.

Following are the major technology requirements for implementation of proposed solution

COTS Application

The proposed Application software should be commercially available Off-the-shelf product (COTS) or that has been developed and deployed in other states with a centralized architecture and multi-locational environment having similar nature of work, which shall be configured and customize as per UD&UHD requirements. The complete customization and configuration and deployment shall be carried out as per the requirement of UD&UHD.

Architecture

- Centralized Server Architecture (3-tier architecture with web enabled user interface)

- The presentation logic shall be decoupled from the business components logic

- Data access layer shall be on RDBMS platform. Backend RDBMS shall be of latest proven version of leading RDBMS on open standard technology.

User Interface

- The solution proposed shall be Unicode compliant. The application shall enable both English and Gujarati for Data Entry, Display, Input and Output.

- Single Sign-on (for all the users) for accessing all the modules.

- The implementation strategy ensures that any data entry needs to be carried out only once and further it shall be made available as often as necessary to all the systems by providing pre-fill feature.

- All modules shall be homogeneous with respect to Keyboard use, screen layout and menu operations with Graphic User Interface (GUI) support.

User Access

Role based authentication for accessing various functionalities of different modules. The application shall ensure Access Rights can be given to Individual Users or Groups

- The Application ensures flexibility to define separate Role and Designation to the users. Upon transfers of officers / employees, applications /letters/complaints pending with the employee shall remain to the role and new employee will be able to take action on these Transactions by getting new user name and password.

- User rights to various forms shall Create New Record, View existing Record or Edit existing record.

- An audit trail of changes to data in the system shall be maintained to identify the users responsible for the modification. There shall be a facility to create reports on audit logs.

Scalability

- System should be built using Service oriented, Open Architecture

- The application should have feature and capability to modify existing forms to suit the requirements without requiring additional development tools

- The Application Software shall have the capability to scale up to requirements for remaining Authorities.

Citizen Interface features

- The proposed system should establish an efficient citizen interface wherever applicable – e.g. Development Plan proposal acceptance from Architect community. The focus has to be on maximizing the citizen convenience in availing various services of UD&UHD and obtaining them at ease and with certainty.

- Certain design features with reference to Citizen Interface are described below:

➢ Simplification of the Application Forms: Application forms for all the citizen services should be simple to use and have a common design. These application forms shall be available on UD&UHD Web Portal for citizens to fill them up and submit electronically.

➢ Multiple Channels for Service Delivery: Citizens shall be able to avail various UD&UHD services through multiple channels e.g. Online Portal, Citizen Civic Centers.

Integrated Application Software

- UD&UHD intends to implement Development Plan approval System for UD&UHD. Therefore software should be seamlessly integrated to avoid data duplication. This would help UD&UHD to build a strong base for effective and efficient decision support system.

- The solution should have following functionalities: SMS Gateway Integration, Mobile device compatibility, Dashboards for Senior Management and Regular MIS Reports.

- The system should have seamless integration with Payment gateways for secured payment provided by UD&UHD for accepting the payments online across the application.

Mobile Application (Android / iOS and Windows based)

- With rapidly increasing levels of mobile penetration and continuous improvement in bandwidth, and requirements of accessibility and citizen convenience, it has been envisaged to offer more and more services over mobile devices. The application should have feature to build strong interfaces, technologies, applications etc. for mobile devices. In order to maximize citizen convenience and bring about business process improvements, the application should have a road map to continuously innovate, upgrade and incorporate such new technologies that emerge.

- The mobile application should be based on latest WAP technology. A mobile application should be structured as a multi-layered application consisting of user experience, business, and data layers.

- The proposed mobile application should be integrated with main core solution proposed.

- There should be facility to PUSH through and PULL through mechanism to get and receive information using SMS service.

3.1. **Contract Period**

The contract period will be 8 years after go-live including 1 year of warranty period. However the Department will take the review on all the activities carried out, performance reports submitted by bidder after the completion of 3 Years and 5 years. The SP agrees that in any case SP shall not terminate the contract. However, the department reserves a right to terminate the contract by sending a notice to the bidder in the events of non-performance, security violations and non-compliance.

3.2. Project Schedule

The Bidder is expected to carry out all ground work for implementation including documentation, coordination with UD&UHD/CTP and other stakeholders of the project, site survey etc. These reports or deliverables are to be submitted timely by Bidder to the UD&UHD/CTP to ensure the timely and smooth execution of the project.

The milestones and deliverables for the implementation of the project would be as follows:

Activity	Time of Completion (in Weeks)
Signing of Agreement	T0
Business Process Reengineering (BPR)Recommendation, System Requirement Study(SRS)Preparation and sign-off	T0+6
Customization and configuration of ODPS Application in line with BPR and SRS sign off document	T0+16
Development of Whole Application, UAT and Training , Security Audit and EQDC Testing and Go-live	T0 + 22
Deployment of application for Ahmedabad Municipal Corporation and Ahmedabad Urban Development Authority	T0+ 24
Deployment of application for Baroda, Rajkot and Surat Municipal Corporation and their Authorities	T0+ 28
Deployment of application for remaining 4 Municipal Corporations and their Authorities	T0+ 30
Deployment of application for 52 Nagarpalika (18 Class A & 34 Class B)	T0+ 40
Deployment of application for 47 Class C Nagarpalikas	T0+ 44
Deployment of application for 63 Class D Nagarpalikas.	T0+ 48
Deployment of application for 20 Gram Panchayat.	T0+ 52
Application Maintenance & Operational Support	8 years including one year of warranty period

3.3. Payment Schedule

Milestone	Payment %
Cost of COTS Solution with all other applicable system software licenses required as per scope of work which includes COTS licenses, OS, DB and other system software licenses to run the proposed solution – item no. 1 of financial bid & **Cost of Customization & Deployment of COTS Application, technical & functional requirement, Training of RFP including one year warranty period as per requirement– item no. 2 of financial bid**	
Business Process Reengineering (BPR)Recommendation, System Requirement Study(SRS)Preparation and sign-off & Cost of COTS as per item no. 1	10%
Customization and configuration of ODPS Application in line with BPR and SRS sign off document & Cost of COTS as per item no. 1	10%
Development of Whole Application, UAT and Training , Security Audit and EQDC Testing and Go-live & Cost of COTS as per item no. 1	20%
Deployment of application for Ahmedabad Municipal Corporation and Ahemdabad Urban Development Authority & Cost of COTS as per item no. 1	5%
Deployment of application for Baroda, Rajkot and Surat Municipal Corporation and their Authorities & Cost of COTS as per item no. 1	10%
Deployment of application for remaining 4 Municipal Corporations and their Authorities & Cost of COTS as per item no. 1	10%
Deployment of application for 52 Nagarpalika (18 Class A & 34 Class B) & Cost of COTS as per item no. 1	10%
Deployment of application for 47 Class C Nagarpalikas & Cost of COTS as per item no. 1	5%
Deployment of application for 63 Class D Nagarpalikas & Cost of COTS as per item no. 1	5%
Deployment of application for 20 Gram Panchayat & Cost of COTS as per item no. 1	5%
Remaining 10% payment	10% to be divided and paid as equated quarterly instalments along with O&M Payment

#	Activity	Payment (%)
3	Cost of Operation and Maintenance support for 7 years after completion of warranty period of one year	
	Will be paid equated Quarterly after the end of each quarter.	
4	Cost of AMC/ATS of COTS, OS, DB and other system software required for running the application for the period of contract	
	Will be paid equated Quarterly after the end of each quarter.	
5	Cost of Manpower for Handholding support at various locations for three years after one year warranty period (49 manpower)	
	Will be paid Quarterly after the end of each quarter.	

Payment Procedure:

1. The successful bidder shall raise the component wise invoice against the milestones achieved (as mentioned above in the payment schedule) and submit the invoice to UDD.
2. The successful bidder shall submit 2 original copies of invoices along with the necessary supporting documents confirming milestone achieved and other documents as required by UDD for processing of invoices. Invoice should be raised in English language only.
3. UDD shall verify the Invoices raised against the milestone achieved and shall make the payment.
4. The invoice would be processed for release of payment within 45 days after due verification of the invoice and other supporting documents by UDD or its designated agency.

4. SECTION III: ANNEXURES

Annexure 1:- List of Authorities.

Type of Authority	Municipal Corporation	Class of Nagarpalikas				GP
		A	B	C	D	
UDA	6	6	6	9	4	2
ADA	2	0	2	2	1	5
Designated DA	0	12	26	26	23	13
Non ADA	0	0	0	10	35	0
Total	**8**	**18**	**34**	**47**	**63**	**20**
Total	**8**	**162**				**20**
Grand Total	**190**					

A. **MUNICIPAL CORPORATION (TOTAL - 8)**
   1. Ahmedabad
   2. Gandhinagar
   3. Junagadh
   4. Rajkot
   5. Surat
   6. Vadodara
   7. Bhavnagar
   8. Jamnagar

B. **URBAN DEVELOPMENT AUTHORITIES UNDER GTP&UD ACT**

   - **Nagarpalikas: Class A - 6, Class B - 6, Class C- 9,Class D -4and GP - 2**

   9. Ahmedabad UDA : (Class A -Kalol, Class B - Bopal-Ghuma, Class C -Sanand, Dehgam,Mehmdabad, Class D -Bareja)
   10. Gandhinagar UDA: Class D -Pethapur
   11. Surat UDA Class C -Sachin, Kadodara, Class D-Kanakpur - Kansad
   12. Vadodara UDAClass C -Padra
   13. Rajkot UDA
   14. Junagadh UDA
   15. AnandKarmsadVallabhVidhyanagarUDA :Class A -Anand, Class C -Vallabhvidhyanagar, Karamsad.
   16. Bharuch- Ankleshwar UDA: Class A - Bharuch, Class B -Ankleshvar
   17. Morbi-Wankaner UDA: Class A -Morbi, Class C -Wankaner
   18. Surendranagar-Wadhvan UDA: Class A -Surendranagar - Dudhrej, Class B -Wadhvan
   19. Navasari UDA (Class - ANavsari (Jalalpur), Class B - Vijalpor)
   20. Himatnagar UDA (Class - B)
   21. Bardoli UDA (Class - B)
   22. GIFT UDA

23. Dream City UDA

C. URBAN/AREA DEVELOPMENT AUTHORITIES UNDER GTP&UD ACT AND GDA ACT.

- **Nagarpalikas: Class B -2, Class C-2,Class D - 1 and GP -5**

24. Bhavnagar ADA
25. Jamnagar ADA
26. Anjar ADA (Classs - B)
27. Bhuj ADA (Classs - B)
28. Bhachau ADA (Classs - C)
29. Khambhaliya ADA (Classs - C)
30. Rapar ADA (Classs - D)
31. Shamalaji ADA (GP)
32. Udvada ADA (GP)
33. Ambaji ADA (GP)
34. Vadinar ADA (GP)
35. Alang ADA (GP)

- **CLASS A NAGARPALIKAS AND Designated ADA. (TOTAL - 12)**

36. Mahesana ADA
37. Patan ADA
38. Palanpur ADA
39. Nadiad ADA
40. Godhra ADA
41. Jetpur - Navagadh ADA
42. Botad ADA
43. Veraval-Patan ADA
44. Porbandar ADA
45. Valsad ADA
46. Vapi ADA
47. GandhidhamDevelopment Authority
    (under GDA ACT)

- **CLASS B NAGARPALIKAS AND ADA (TOTAL - 26)**

48. Dholka ADA
49. Viramgam ADA
50. Kadi ADA
51. Unjha ADA
52. Visnagar ADA
53. Siddhapur ADA
54. Modasa ADA
55. Khambhat ADA
56. Dahod ADA
57. Bilimora ADA
58. Dabhoi ADA
59. Dhoraji ADA
60. Gondal ADA
61. Upleta ADA
62. Dhangadhra ADA
63. Okha ADA
64. Mahuva ADA
65. Palitana ADA
66. Keshod ADA
67. Mangrol ADA
68. Una ADA
69. Amreli ADA
70. Borsad ADA
71. Petlad ADA
72. Savarkundala ADA
73. Deesa ADA

- **CLASS C NAGARPALIKAS AND ADA (TOTAL - 26)**

74. Bavla ADA
75. Dhandhuka ADA
76. Mansa ADA
77. Vadnagar ADA
78. Radhanpur ADA
79. Idar ADA
80. Khedbrahma ADA
81. Kapadvanj ADA
82. Umreth ADA
83. Halol ADA
84. Balasinor ADA
85. Lunawada ADA
86. Pardi ADA

87. Vyara ADA
88. Karjan ADA
89. Jambusar ADA
90. Rajpipla ADA
91. Limbdi ADA
92. Thangadh ADA
93. Dwarka ADA
94. Shihor ADA
95. Manavadar ADA
96. Kodinar ADA
97. Chhaya ADA
98. Bagasara ADA
99. Mandvi (Kautch) ADA

- **CLASS D NAGARPALIKAS AND ADA (TOTAL - 23)**

100. Vijapur ADA
101. Chansma ADA
102. Prantij ADA
103. Talod ADA
104. Dakor ADA
105. Kheda ADA
106. Anklav ADA
107. Sojitra ADA
108. Devgadhbaria ADA
109. Dharampur ADA
110. Umargam ADA
111. Gandevi ADA

112. Tarsadi ADA
113. Savali ADA
114. Chhotaudepur ADA
115. Bhayavadar ADA
116. Halwad ADA
117. Jamjodhpur ADA
118. Kalawad ADA
119. Barwara ADA
120. Chorwad ADA
121. Kalol ADA
122. Santrampur ADA

- **GRAM PANCHAYATS AND ADA (TOTAL - 13)**

123. Mandal ADA
124. Becharaji ADA
125. Matar ADA
126. Vaso ADA
127. Dharmaj ADA
128. Ahawa (Dang) ADA
129. Waghai (Dang) ADA

130. Kayavarohan ADA
131. Vaghodia ADA
132. Sankheda ADA
133. Jagadiya- Sultanpura ADA
134. Ranpur ADA
135. Kosamba ADA

D. NAGARPALIKA CLASS C (Not Designated Under GTP&UD Act) (TOTAL – 10)

136. Rajula
137. Jafrabad
138. Gariyadhar
139. Talaja
140. Gadhada
141. Zalod
142. Salaya
143. Chaklasi
144. Ranvav
145. Jasdan

E. NAGARPALIKA CLASS D (Not Designated Under GTP&UD Act) (TOTAL -35)

146. Lathi
147. Babara
148. Chalala
149. Damnagar
150. Oad
151. Bayad
152. Tharad
153. Dhanera
154. Bhabhar
155. Thara
156. Amod
157. Vallbhipur
158. Bhanvad
159. Raval(Jam)
160. Talala
161. Sutrapada
162. Dhrol
163. Visavadar
164. Vanthli
165. Bantva
166. Kathalal
167. Mahudha
168. Kanjari
169. Thasra
170. Kheralu
171. Maliya-Miyana
172. Shahera
173. Harij
174. Kutiyana
175. Vadali
176. Songadh
177. Chotila
178. Patadi
179. Sikka
180. Boriyavi

Annexure 2:- FORMS

1. **Form A: BID FORM**

To

AUTHORITY NAME,

<Address>

Dear Sir,

Having examined the Bidding Documents, we, the undersigned, offer to implementation of development permission and business support system for UD&UHD.

We undertake, if our bid is accepted, to commence work as per the schedule and to achieve the effectiveness of the contract within the respective times stated in the Bidding Documents.

Construction of the Contract

- We have read the provisions of bid and confirm that these are acceptable to us.

- We further declare that bid is unconditional.

- We undertake, if our bid is accepted, to commence the work as per the schedule immediately upon your Notification of Award to us, and to achieve Completion within the time stated in the Bidding Documents.

- We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal, that this proposal is in all respects in good faith, without collusion or fraud

Date: Signature of the Bidder with Seal

2. Form B: DETAILS OF BIDDER

Description	Details to be filled by Bidder
Name of the Organization	
Nature of the Organization Government / Public / Private / Partnership /Proprietorship	
Year of Establishment (Enclose any of the following for proof of establishment) • Certificate of Incorporation • Audited balance sheets • Registered Partnership deed if any	
Regd. Office Postal Address with Phone & Fax Number	

Date: Signature of the Bidder with Seal

3. Form C: Manufacturer Authorization Form (MAF) Format

Date:

To,

<Authority Name, Address>

Subject: Manufacturer Authorization Letter.

Reference: Tender No

Dear Sir,

We _____, (name and address of the manufacturer) who are established and reputed manufacturers / developers of _____ having factories / development centers at _____ (addresses of manufacturing / development locations) do hereby authorize <Bidder's name> to bid, negotiate and conclude the contract with you against the above mentioned tender for the above equipment manufactured / developed by us.

We undertake to provide support to <Bidder's name> for entire duration of the project as per scope of work, terms and conditions of RFP

     Thanking You.

Yours faithfully,

For, _____

Authorized Signatory

4. **FORM D: RELEVANT PROJECT EXPERIENCE**

Relevant Project Experience	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Description of the project	
Total cost of the project	
Duration of the project	
Mandatory Supporting Documents:	

Name and signature (of the authorized person) with company seal.

Date :

5. **FORM E: FINANCIAL STRENGTH DETAILS**

Financial Information			
	FY 2014-15	FY 2015-16	FY 2016-17
Revenue (in INR Crores)			
Profit Before Tax (in INR Crores)			
Mandatory Supporting Documents: (a) Audited Balance Sheets for the Last 3 financial years)			

Name and signature (of the authorized person) with company seal.

Date:

6. FORM F: PRICE SCHEDULE

Sr. No.	Description	Total Amount (Rs.) (Without Taxes)
1.	Cost of COTS Solution with all other applicable system software licenses required as per scope of work which includes COTS software licenses, Operating system software, Database software and other system software licenses to run the proposed solution **(Part -1)**	
2.	Cost of Customization **& Deployment of COTS Application, technical & functional requirement, Training of RFP including one year warranty period** as per requirement	
3.	Cost of Operation and Maintenance support for 7 years after completion of warranty period of one year	
4.	Cost of AMC/ATS of COTS software licenses, Operating system software, Database software and other system software required for running the application for the period of contract– **Part 2**	
5.	Cost of Manpower for Handholding support at various locations for three years after one year warranty period (49 manpower) **– Part 3**	
	Grand Total (Rs.) – F(b)	

Note:

1. The cost of the above parts should be matched with the breakup of each component mentioned in Part
2. Taxes are extra as applicable at the time of invoicing.
3. For financial evaluation, Total price of Sr. No. 1 to 5 will be considered.
4. The no. of users to be trained are indicative. It may increase or decrease 10 percentage.
5. The grand total (Fb) will be evaluated for QCBS evaluation purpose.

The prices quoted above are exclusive of Taxes. Taxes as applicable will be paid extra as per the rate stated by Tax authority

Place: Bidder's signature and seal

Date:

Part 1: Cost of COTS Solution with all other applicable system software licenses required as per scope of work which includes COTS licenses, OS, DB and other system software licenses to run the proposed solution

Sr. no.	Particular	Cost	Tax (Rs.)
	A	B	C
1.	COTS software licenses		
2.	Operating system software		
3.	Database software		
4.	Other software required to run the application		
Total			

Note: Kindly provide breakup of users and paper licenses quoted.

Part 2- Cost of AMC/ATS of COTS software licenses, Operating system software, Database software and other system software required for running the application for the period of contract

Sr. no.	Item Description	Total Cost (Rs.)								Total Amount (Without Taxes)	Taxes (Rs.)
		Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8		
		A	B	C	D	E	F	G	H	I=(A+B+C+D+E+F+G+H)	
1.	COTS software licenses										
2.	Operating system software										
3.	Database software										
4.	Other software required to run the application										
	Grand total (Rs.)										

Part 3: Cost of Manpower for Handholding support at various locations for three years after one year warranty period

Sr. no.	Manpower requirement	Total Man Power	Cost per man month			Total Cost			Total amount (Without Taxes) (Rs.)	Taxes (Rs)
			Y 1	Y 2	Y 3	Y 1	Y 2	Y 3		
		A	B	C	D	E= A * B*12	F = A * C*12	G = A * D*12	H= (E+F+G)	
1.	Project Manager	1								
2.	Hand holding & Support Engineer for 8 Municipal Corporation and their Authorities	16								
3.	Hand holding & Support Engineer for 33 District's for Nagarpalika	33								
								Total Cost (Rs.)		

FORM G: PERFORMANCE BANK GUARANTEE FORMAT
PERFORMANCE SECURITY FORM
(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

Annexure 3:- Service Level Agreement

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 UDD for the duration of the contract for providing ODPS Applications, Training, Maintenance and Warranty support against the stated scope of work. UDD shall regularly review the performance of the services being provided by the SP and the effectiveness of this SLA.

4.1. Definitions

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

- "Incident" refers to any event / abnormalities in the functioning of UDD specified services that may lead to disruption in normal operations of UDD 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.

4.2. Categories of SLAs

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

4.2.1. **Implementation related penalty of service levels**

    4.2.1.1.   **Implementation related penalty for Application software**

The purpose of this Service Level Agreement (SLA) is to clearly specify performance criteria that shall be adhered to by the bidder for the duration of the project.

#	Major Area	Parameter	Requirements	Penalty/Breach
1	Implementation of end to end Application System	Timelines for completion of stages as per approved project plan during entire implementation period	Delay of no more than 3 weeks for any given stage AND no more than 6 weeks' time cumulatively for the entire project.	After 4 weeks will attract a 0.25% penalty per week of delay (on that milestone payment); (Max 10%).
2	Availability of application	Software solution covering all business functionalities	99.7% availability	Will attract a 0.1% penalty per day till it is rectified with a fix. Up to 2%.
3	Resolution Time (Only for Bug fixing)	Time taken by the Bidder to fix the problem & release the same into the production system	Severity Level 1: within 24 hours Severity Level 2: within a maximum of one week. Problems with Severity Level 3: within a maximum of three week.	Delay to resolve as per Severity level problem (1/2/3) on more than two occasions in a quarter shall attract a penalty of 0.25% per week (in that quarter payment).

Software Defect Categorization

Severity level 1: critical business functionality is impacted.

Severity level 2: Problems, which affects the normal execution of the work, but work around, is available for the work to be completed in the existing functionality.

Severity level 3: Problems, which have minimal impact on the operation or system and are trivial in nature.

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 UDD. If delay exceeds maximum delay weeks at the particular milestone, UDD may have rights to terminate the contract. In that case the Performance Bank Guarantee of the bidder will be forfeited.

The above clause for penalty for delay shall be applicable for the delay attributed solely to the successful bidder as per his roles and responsibilities, delay due to other reasons shall not be considered.

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

4.2.2. Operational Related Penalty

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.
- Any planned downtime for maintenance shall be with prior written permission from UDD and must be intimated to all users.

Any availability/uptime requirements under SLA shall be subject to standard downtime, the time lost due to any of the following reasons are taken into account while calculating the availability/ uptime requirement:
➤ Time lost due to power or environmental failures;
➤ Time taken to recover the system because of power or environmental failures;
➤ Time taken for scheduled maintenance/ troubleshooting either for preventive purposes or improvement in function or other purposes;
➤ Time taken for reconfiguration or other planned downtime situations;
➤ Scheduled shutdowns as required by Department

4.2.3. Operational Related Penalty for Handholding Support

SLA Measure	Target	Flat Penalty Rs.
Absence of Manpower and not made alternate arrangement	> 1 Day	1000 per day
Not recruited/deployed manpower	> 7 days to < 15 days	1000 per day
	> 15 days	2000 per day

Annexure 4:- Estimated Requirement of Storage and No of Users									
Name of ULB	ULB (No.)	Approximate							
		Application/ year (No.)	User/ ULB (No.)	Requirement of Space for Drawing (Drg.) and Document File Size (MB/Application)				Space Requirement	
				D/L Drg.	Sanction Drg.	Other than Drg. Doc.	Total	Per Year (GB)	Upto O&M Period (GB)
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.
M.C. and UDA Constituted u/s 22 of GTPUDA - 1976	38	20,000	6	25	10	25	60	1200	2500
NP declared under municipality act 1963 and ADA designated u/s 6 of GTPUDA - 1976	132	10000	3	25	10	25	60	600	1200
Grampanchayat designated as ADA u/s 6 of GTPUDA - 1976.	20	2000	3	25	10	25	60	120	250
Total	190	32,000	-	-	-	-	-	1920	3950
Total Space Required in TB								2.00	4.00

Annexure 5: Classification of Development Authorities and ULB's

Class	Development Authority / ULB
	Classification of Development Authorities and ULB's
D1	Urban Development Authority (Constituted under Section 22 of The GTP&UD Act) Ahmedabad Urban Development Authority(AUDA), Gandhinagar Urban Development Authority(GUDA), Surat Urban Development Authority(SUDA), Vadodara Urban Development Authority (VUDA)& Rajkot Urban Development Authority(RUDA).
D2	Urban/ Area Development Authority (Constituted under Section 22/ 5 of The GTP&UD Act) Junagadh Urban Development Authority(JUDA), Jamnagar Area Development Authority(JADA), Bhavnagar Area Development Authority(BADA),
D3	Area Development Authority (Constituted under Section 5 of The GTP&UD Act)and Municipality(Seismic Zone – V,) Bhuj Area Development Authority, Bhachau Area Development Authority, Rapar Area Development Authority, Anjar Area Development Authority, and Mandvi (Kautch) Municipality
D4	Urban Development Authority (Constitued under Section 22 of The GTP&UD Act) (other than Seismic Zone - V ,) Himmatnagar Urban Development Authority(HUDA), Surendranagar-Wadhwan Urban Development Authority(SWUDA), Morbi-Wankaner Urban Development Authority(MWUDA), Bardoli Urban Development, authority(BUDA), Navsari Urban Development Authority(NUDA), Khambhaliya Urban Development Authority(KUDA),Bharuch-Ankleshwar Urban Development Authority(BAUDA), Anand-Vidhyanagar-Karmasad Urban Development Authority(AVKUDA).
D5	Area Development Authority (Constituted under Section 5 of The GTP&UDAct) (Special Project related areas.) Alang Area Development Authority, Ambaji Area Development Authority, Shamlaji Area Development Authority
D6	The Gandhidham (Development and Control On Erection Of Buildings) Act – 1957. (Bombay Act No. Xix Of 1958) : Gandhidham Development Authority
D7	Area Development Authority (Designated under Section 6 of The GTP&UD Act) Ahawa (Dang), Amreli, Anklav, Bagasara, Balasinor, Barwara, Bavla, Becharaji, Bhayavdar, Bilimora, Borsad, Botad, Chansma, Chhaya, Chhota udepur, Chorwad, Dabhoi, Dahod, Dakor, Deesa, Devgadhbaria, Dhandhuka, Dhangadhra, Dharampur, Dharmaj, Dholka, Dhoraji, Dwarka, Gandevi, Godhra, Gondal, Halol, Halwad, Idar, Jagadiya- Sultanpura, Jambusar, Jamjodhpur, Jetpur - Navagadh, Kadi, Kalawad, Kalol(Godhara), Kapadvanj, Karjan, Kathor, Kayavarohan, Keshod, Khambhat, Kheda, Khedbrahma, Kodinar, Kosamba, Limbdi, Lunawda, Mahesana, Mahuva, Manavadar, Mandal, Mandvi(Surat), Mangrol, Mansa, Matar, Modasa, Nadiad, Okha,

	Palanpur, Palitana, Pardi, Patan, Petlad, Porbandar, Prantij, Radhanpur, Rajpipla, Ranpur, Sankheda, Santarampura, Savali, Savarkundala, Shihor, Siddhapur, Sojitra, Talod, Tarsadi, Thangadh, Udwada, Umargam, Umreth, Una, Unjha, Upleta, Vadinar, Vadnagar, Vaghodia, Valsad, Vapi, Vaso, Veraval-Patan, Vijapur, Viramgam, Visnagar, Vyara, Waghai (Dang), Kayavorahan.
D8	Nagarpalika declared under the Gujarat Municipalities Act, 1963 All Nagarpalika not included in D1 to D7
D9	Gujarat Industrial Development Act, 1962. All Industrial estates or industrial areas under the jurisdiction of Gujarat Industrial Development Corporations included in D1 to D8 or otherwise

Annexure 6
(TO BE SUBMITTED PHYSICALLY)

AFFIDAVIT

(To be submitted IN ORIGINAL on Non-Judicial Stamp Paper of Rs 100/- duly attested by First Class Magistrate/ Notary public)I/We, _____, age_____ years residing at _____ in capacity of _____M/s. _____ hereby solemnly affirm that

All General Instructions, General Terms and Conditions, as well as Special Terms & Conditions laid down on all the pages of the Tender Form, have been read carefully and understood properly by me which are completely acceptable to me and I agree to abide by the same.

I I We have submitted following Certificates I Documents for T.E. as required as per General Terms & Conditions as well as Special Terms & Conditions of the tender

Sr. No.	Name of the Document
1	
2	

All the Certificates I Permissions I Documents I Permits I Affidavits are valid and current as on date and have not been withdrawn I cancelled by the issuing authority.

It is clearly and distinctly understood by me that the tender is liable to be rejected if on scrutiny at any time, any of the required Certificates I Permissions I Documents I Permits I Affidavits is I are found to be invalid I wrong I incorrect I misleading I fabricated I expired or having any defect.

I I We further undertake to produce on demand the original Certificate I Permission I Documents I Permits for verification at any stage during the processing of the tender as well as at any time asked to produce.

I I We also understand that failure to produce the documents in "Prescribed Proforma" (wherever applicable) as well as failure to give requisite information in the prescribed Proforma may result in to rejection of the tender.

My I Our firm has not been banned I debarred I black listed at least for three years (excluding the current financial year) by any Government Department I State Government I Government of India I Board I Corporation I Government Financial Institution in context to purchase procedure through tender.

I I We confirm that I I We have meticulously filled in, checked and verified the enclosed documents I certificates I permissions I permits I affidavits I information etc. from every aspect and the same are enclosed in order (i.e. in chronology) in which they are supposed to be enclosed. Page numbers are given on each submitted document. Important information in each document is "highlighted" with the help of "marker pen" as required.

The above certificates/ documents are enclosed separately and not on the Proforma printed from tender document.

I I We say and submit that the Permanent Account Number (PAN) given by the Income Tax Department is _____, which is issued on the name of

_____ [Kindly mention here either name of the Proprietor (in case of Proprietor Firm) or name of the tendering firn;1, whichever is applicable].

I I We understand that giving wrong information on oath amounts to forgery and perjury, and I/We am/are aware of the consequences thereof, In case any information provided by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD/PBG/cancel the award of contract. In this event, this office reserves the right to take legal action on me/us.

I / We have physically signed &stamped all the above documents along with copy of tender documents (page no. ---- to --).

I I We hereby confirm that all our quoted items meet or exceed the requirement and are absolutely compliment with specification mentioned in the bid document.

My I Our Company has not filed any Writ Petition, Court matter and there is no court matter filed by State Government and its Board Corporation, is pending against our company .

I / We hereby commit that we have paid all outstanding amounts of duesItaxesIcessIchargesIfees with interest and penalty.

In case of breach of any tender terms and conditions or deviation from bid specification other than already specified as mentioned above, the decision of Tender Committee for disqualification will be accepted by us.

Whatever stated above is true and correct to the best of my knowledge and belief.

Date: Stamp & Sign of the Tenderer

Place: (Signature and seal of the Notary)