

RFP DOCUMENT

RFP for Selection of Agency for Development of Mobile Application for Onsite Inspection & MIS on behalf of Labour and Employment Department, Gandhinagar

RFP.NO. SW02112018173

DATE: 02.11.2018

Client: Labour and Employment Department, Government of Gujarat, Gandhinagar

Name of Work: Selection of Agency for Development of Mobile Application for Onsite Inspection & MIS on behalf of Labour and Employment Department, Government of Gujarat, Gandhinagar

Last date of submission of the queries : 12.11.2018 upto 1500 hrs

Date of Pre-bid meeting : 15.11.2018 at 1500 hrs

Last Date & Time of Bid Submission on <https://gil.nrocure.com> : 29.11.2018 up to 1500 hrs.

(Note: the bidder shall submit the EMD & Bid processing fees in physical at GIL along with Original Affidavit at attached in section 6)

Un-priced Bid Opening:

Date & Time: 29.11.2018 at 1600 hrs.

**Venue: Gujarat Informatics Limited
Block No. 2, 2nd Floor, C & D Wing,
Karmayogy Bhavan, Sector - 10 A,
Gandhinagar – 382010, Gujarat.**

Communication Address:

**Gujarat Informatics Limited
Block No. 2, 2nd Floor, C & D Wing,
Karmayogy Bhavan, Sector - 10 A,
Gandhinagar – 382010, Gujarat.
Phone No.: 079 - 232 56022,
Fax No.: 079 - 232 38925
Website: www.gil.gujarat.gov.in
Email id: vipulp@gujarat.gov.in**

Gujarat Informatics Limited (hereinafter referred to as “GIL”) invites offer through E-tendering for Selection of Agency for Development of Mobile Application for Inspection & MIS on behalf of Labour and Employment Department (L&ED), Gandhinagar.

The work is to be completed on turnkey basis. Bidder will have to Develop, Install, Commission and maintain the same during warranty period, as per terms and conditions of the contract as per uploaded specifications electronically.

Unit cost is required to be offered for all the items and all the accessories as requested. L&ED does not guarantee any fixed quantity at the time of signing the contract agreement.

Proposals are hereby called from the Bidders having capability for Development of Mobile Application on behalf of L&ED, Gandhinagar.

Bidders who wish to participate in this bid will have to register on <https://gil.nprocure.com>. Further bidders who wish to participate in online bids will have to procure Digital Certificate as per Information Technology Act 2000 using which they can sign their electronic bids. Bidders can procure the same from (n) code solutions – a division of GNFC Ltd., or any other agency licensed by Controller of Certifying Authority, Govt. of India. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.

Proposal in the form of BID are requested for the item(s) in complete accordance with the documents to be uploaded as per following guidelines.

1. Bidder shall submit their bids on <https://www.gil.nprocure.com>.
2. Submit Bid Security and non-refundable bid processing fees in a separate sealed envelope super scribed with the bid document number to GIL office on or before due date.
3. Bids complete in all respects should be uploaded on or before the BID DUE DATE.
4. Services offered should be strictly as per requirements mentioned in this Bid document. Please spell out any unavoidable deviations, Clause/Article-wise in your bid under the heading Deviations.
5. After due date, the bidder will not be able to make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. However, GOG reserves the right to seek revised financial offer.
6. Bidder shall quote the prices of services as mentioned valid for 180 days.
7. In addition to this RFP, the following sections uploaded are part of Bid Documents.

Section: 1	Eligibility Criteria
Section: 2	Scope of Work
Section: 3	Instructions to Bidders
Section: 4	Format of Forms
Section: 5	Financial Bid Format
Section: 6	Performa of Performance Bank Guarantee

Important Dates & Details:

1	RFP Reference Number	GIL\Comm-Labour\Mobile Application\2016-17
2	Last Date & Time for Submission of Bids electronically on https://gil.nprocure.com	29.11.2018 up to 1500 Hrs.
3	Date of Pre-bid meeting	15.11.2018 at 1500 Hrs.
4	Date & Time of Opening of Bids (Un-priced Bids)	29.11.2018 at 1600 Hrs.
5	Date & Time of Opening of Commercial Stage	Will be intimated to the qualified bidders at a later date.
6	Venue of Opening of Bids	Gujarat Informatics Limited Block No. 1, 8th Floor, Udyog Bhavan, Gandhinagar - 382 010
7	Bid Processing Fees (Non-refundable)	Rs. 1,000/- (Rupees Three Thousand Only)
8	Earnest Money Deposit (E.M.D.) (Refundable)	Rs.50,000/- (Rupees Fifty thousand Only)
9	GIL Contact Person	DGM(App), GIL

Note: Please specify RFP Number in all your correspondence.

Section - 1

Eligibility Criteria

The bidder must possess the requisite experience, strength and capabilities in providing services necessary to meet the requirements as described in the RFP document. Keeping in view the complexity and volume of the work involved, following criteria are prescribed as the eligibility criteria for the bidder interested in undertaking the project. The bidder must also possess technical know-how and financial wherewithal that would be required for successfully development of Mobile Application and maintenance of the same for the entire period of the contract. The Bids must be complete in all respect and should cover entire scope of work as stipulated in the bid document. This invitation to bid is open to all bidders who qualify the eligibility criteria as given below:

Sr. No.	Eligibility Criteria	Document to be submitted with proposal*
1.	The company should be registered firm for at least 3 years as on last date of submission of bids.	Copy of Certificate of Incorporation
2.	The bidder should have an office Ahmedabad/Gandhinagar, Gujarat. If not present, the bidder should establish the same within 45 days from the date of issuance of LOI	Property tax bill/Electricity Bill/Telephone Bill/VAT/CST Registration/Lease agreement. Or A self-certification to this regard should be submitted along with the bid.
3.	The bidder should have an average annual turnover of at least Rs. 15 lacs per annum or cumulative of Rs. 45 lacs in last three years in mobile application and website development business during last three financial years as on 31st March 2018.	Audited Financial Balance sheet and Profit & Loss statement of last three years as on 31-03-2018 CA Certificate from the statutory auditor
4.	The bidder should have executed at least three projects of mobile application and related development.	Copy of Work Order and Contract.
5.	The Bidder must be CMMI Level 3/ISO 9001:2008 certification in quality management/Software Development/Service Solution.	Copy of Certificate
6.	The bidder should be registered with the Service Tax department and have valid PAN/ TAN Number, GST number.	Copy of the certificate

Note: All the details and the supportive documents for the above mentioned terms should be uploaded in eligibility section in the bid.

Section - 2

SCOPE OF WORK FOR MOBILE APPLICATION

Labour and Employment Department wants to develop a mobile application in iOS, Android and windows platform specifically for Inspection related activities to be carried out in various HoDs. It is also required to provide centralized dashboard and MIS reports as per the requirements.

The Scope for the mobile application is mention as below in detail.

1. Mobile Application Platform

- 1.1. Mobile Application will be developed for all three platforms (iOS, Android and Windows).
- 1.2. The development will be done completely on Native Environment.

2. Mobile Application Language

- 2.1. Mobile Application will be available in two languages (English and Gujarati)
- 2.2. Only labels and content will be in Gujarati, Input will be on English only.

3. Mobile Application Hosting

- 3.1. Application hosting platform will be provided by GoG.

4. Mobile Application Design Specifications

- 4.1. Mobile Application design will be as per the current standard and trend of the mobile applications.
- 4.2. Design will be developed such a way that users can get more information in lesser taps.
- 4.3. User friendly navigation
- 4.4. Design must be able to comply with the standards defined by the respective stores.
- 4.5. Wide Tapping area will be provided by bidder.

5. Third Party Integration with Mobile Application

- 5.1. The Mobile Application will be integrated with the Payment Gateway, SMS Gateway.
- 5.2. Required API for the third party integration is provided by department.

6. OS Compatibility:

- 6.1. iPhone will run on iPhone device having 8.0 OS or higher version
- 6.2. iPad application will run on iPad device having OS 8.0 or higher version.
- 6.3. Android application will run on Android OS 4.4 or higher version.
- 6.4. Windows Phone application will run on Windows phone OS 8.0 and higher versions.

7. Mobile Application Functionality

There will be two separate part in the mobile applications 1) For internal users 2) For Citizen.

7.1 Functionality for the internal users

7.1.1 Login Module

7.1.1.1 For internal users there is no need to register externally, all users will registered by the administrator.

7.1.1.2 User will enter their login credentials and based on the roles and permission allocates to them, mobile application will show the menu.

7.1.2 Inspection Module

7.1.2.1 Any new external user registered inside from the application; based on the district selected by them the same will automatically notify the inspector of the district selected by the user via email and SMS.

7.1.2.2 Inspector will login inside the mobile application and based on the district allocate to them by administrator, they can see all the list of inspection site of that district on mobile application.

7.1.2.3 Inspector will visit the site physically for the verification and submit the inspection report from the mobile application, while submitting the report mobile application will also capture the Geo-Location of the inspector. The mobile application shall provide the category wise details required to fill or capture from the site. All the picture taken shall be geo tagged.

7.1.2.4 Once inspection report is uploaded by the inspector, specific factory user can login inside the mobile application and check the inspection report filled by the inspector.

7.1.3 Application Approval Module

7.1.3.1 There will be district wise separate users for all three main categories mention as above (COL, DOB, DISH).

7.1.3.2 Any user who login from the mobile application can see the list of application for the category AND district assigned to them by administrator.

7.1.3.3 Application approval authority will check the details and documents uploaded by them and have a right to approve / reject the application based on the details provided by the user.

7.1.3.4 If application is approved by the approval authority, application will generate the certificate in the prescribed format and

department will take the printout and sign it and again upload the document against the application so that front-end user can download the certificate with their login.

7.1.4 Manage Applications

7.1.4.1 After login inside the mobile application, users can view the list of services they have applied for and also check the status of the application.

7.1.4.2 If any of the application is approved by the department, users will receive a notification via email and SMS and download the certificate from the mobile application.

7.2 Functionality of the Dashboard:

7.2.1.1 There shall be a centralized dashboard through which various MIS can be generated.

7.2.1.2 Dashboard can give the details of all the inspection category wise, location wise. User can further drill down as per the requirements.

7.3 Functionality for the Citizen

7.3.1 Registration Module:

7.3.1.1 Before applying for any of the services offered by the department, the factories / companies need to register inside the mobile **application by entering their basic details so that in future while** applying for any of the services the basic details will be appear from the registration and factory users only need to enter the application specific details.

7.3.2 Login Module

7.3.2.1 Any factory user can login inside the mobile application by entering their registered and approved / authenticate credentials.

7.3.3 Selection of Parent Category for the services

7.3.3.1 For applying for the services offered by the LED department below mention are the main categories

7.3.3.1.1 Commissionerate of Labor (COL)

7.3.3.1.2 Director of Boiler (DOB)

7.3.3.1.3 Director Industry Safety & Health (DISH)

7.3.3.2 By tapping on the any of the above category, mobile application will show the list of services for the respective category selected by the user.

7.3.4 Service Selection

- 7.3.4.1 After selecting the main category, the mobile application will show the list of services for the selected category.
- 7.3.4.2 User must login before applying for the services.
- 7.3.4.3 After selection of the services & District from the dropdown, the basic details of the factory will be fetched from the profile and factory users only need to enter the application specific details from the mobile application.
- 7.3.4.4 Each application will have specific fees and before submitting the application user has to make the online payment for proceed the application.
- 7.3.4.5 On submitting the application, user will receive an email and SMS with the tracking number.
- 7.3.4.6 All forms for the services will be developed natively and will be user friendly too.

8. Testing:

- 9.1 Mobile Application will be tested by the successful bidder before deployment on live server.
- 9.2 Vendor is responsible for Security audit through CERT-In and EQDC testing of the application and cost for the both will be borne by the vendor.

9. Scope for Warranty and Maintenance

- 10.1 Bidder will provide Onsite maintenance and support for the application for Three year after deployment of the application on live server.
- 10.2 Analyzing and fixing problems in the Mobile Application and APIs.
- 10.3 Analyzing & fixing any performance related issues.
- 10.4 Resolve Bug/Request submitted by client on priority basis (the client has to provide priority level High, Medium or Low to each bug/request)
- 10.5 Any updation in application due to third party service updation or mobile OS updation.
- 10.6 High Priority bug/request will be attended first, medium next and Low as least level.
- 10.7 Providing telephonic & email support on ongoing basis.
- 10.8 Any issues arising in design due to change & modification of the Mobile Application.

10. Training

- 11.1 Training will be provided by bidder to LED officials on the application at COL, DOB, DISH Headquarters only. The training for 1 day would be provided to maximum 20 to 25 persons of the department in batches.
- 11.2 Training includes practical exposure to verification of outputs and methods to locate and fix errors on the same.
- 11.3 Training on screening of complete workflow of the system to admin and other required users.
- 11.4 Training shall be provided to users designated by COL, DISH, DOB department.
- 11.5 Infrastructure and necessary equipment for Training will be provided by COL, DISH, DOB department.
- 11.6 Required training material and infrastructure will be provided to trainees.

11. Time limit:

- a. The development of the mobile application shall be completed within one months.

Section - 3

Instructions to Bidders

ARTICLE – 1: COST OF BIDDING

- The Bidder shall bear all costs associated with the preparation and submission of the Bid and L&ED/ GIL will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.
- The Bidder will have to remit Non refundable Bid Processing Fees in the separate cover within the main sealed cover containing EMD, on or before the date & hours of submission of the bids, at GIL office. Bid processing fees must be in the form of Demand Draft in the name of “Gujarat Informatics Ltd.” payable at Gandhinagar along with the covering letter. Please affix the stamp of your company on the overleaf of demand draft.

ARTICLE – 2: BIDDING DOCUMENTS

Bidder can download the bid document and further amendment if any available free on <http://gil.gujarat.gov.in> and <https://gil.nprocure.com> and upload the same on <https://gil.nprocure.com> on or before due date of the Bid. 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 or bid not substantially responsive to the bidding documents in all respect may result in the rejection of the Bid.

ARTICLE – 3: CLARIFICATION ON BIDDING DOCUMENTS

The Clarifications must be submitted in writing at GIL at least 5 days before the bid due date. Clarifications received from the bidders after that will not be entertained under any circumstances.

ARTICLE – 4: AMENDMENT OF BIDDING DOCUMENTS

- At any time prior to the deadline for submission of bids, L&ED/GIL, for any reason, whether at its own initiative or in response to the clarifications requested by prospective bidders may modify the bidding documents by amendment & put on website.
- All prospective bidders are requested to browse our website & any amendments / corrigendum / modification will be notified on our website only and such modification will be binding on them. Bidders are also requested to browse the website of GIL i.e. <http://gil.gujarat.gov.in> and <https://gil.nprocure.com> for further amendments if any.
- In order to allow prospective bidders reasonable time to take the amendment in to account in preparing their bids, L&ED/GIL, at its discretion, may extend the deadline for the submission of bids.

ARTICLE – 5: 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 L&ED/ GIL shall be in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in English. For purposes of interpretation of the bid, the translation shall govern.

ARTICLE – 6: SECTIONS COMPRISING THE BIDS

- Bid Security Section:

Bid Processing Fees & EMD Details: The bid processing fee (non-refundable) & EMD (refundable) (in the form of DD/BG) to be furnished to GIL office in a separate envelop on or before date & hours of submission of bid.

- Eligibility & Technical Section:

In this section, Bid letter form and Clause-by-Clause Compliance Statement as per forms/format & compliance to Scope of Work need to be uploaded.

Regarding eligibility criteria, all the forms/format & documentary proof need to be uploaded.

- Price bid Section: As per bid form only.

Note:

- All the forms should be in the Prescribed Format Only.
- All forms / Tables, duly filled-in with necessary proofs, as required and stated in the bid document & supporting documents for eligibility criteria should be uploaded.

ARTICLE – 7: BID FORMS

- Wherever a specific form is prescribed in the Bid document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information. Failing to submit the information in the prescribed format, the bid is liable for rejection.
- For all other cases, the Bidder shall design a form to hold the required information.
- L&ED/GIL shall not be bound by any printed conditions or provisions in the Bidder's Bid Forms.

ARTICLE – 8: FRAUDULENT & CORRUPT PRACTICE

- Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial noncompetitive levels and to deprive the L&ED/GIL of the benefits of free and open competition.
- "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of Contract execution.
- L&ED/GIL will reject a proposal for award and may forfeit the E.M.D. and/or Performance Guarantee if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, contract(s).

ARTICLE – 9: LACK OF INFORMATION TO BIDDER

- The Bidder shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Bidder of his responsibility to fulfill his obligation under the Contract.

ARTICLE – 10: CONTRACT OBLIGATIONS

- If after the award of the contract the bidder does not sign the Agreement or fails to furnish the Performance Bank guarantee along with the inception report and working schedule as per the bid requirements & if the operation are not started within 15 working days after submission of P.B.G. as mentioned in the bid, L&ED/ GIL reserves the right to cancel the contract and apply all remedies available under the terms and conditions of this contract.

ARTICLE – 11: BID PRICE

- The priced bid should indicate the prices in the format/price schedule only.
- Price shall be inclusive of all freight, forwarding, transit insurance and installation charges. Prices shall be inclusive of Excise Duties. The prices shall strictly be submitted in the given format. The applicable GST shall be extra at the time of invoicing. Successful Bidder will have to supply/provide goods with an Invoice from a place located within State of Gujarat.

- Any effort by a bidder or bidder's agent / consultant or representative howsoever described to influence the L&ED/GIL in any way concerning scrutiny / consideration / evaluation / comparison of the bid or decision concerning award of contract shall entail rejection of the bid.

ARTICLE – 12: BID CURRENCY

- The prices should be quoted in Indian Rupees. Payment for the supply of equipments as specified in the agreement shall be made in Indian Rupees only.

ARTICLE – 13: BID SECURITY / EARNEST MONEY DEPOSIT (EMD)

The bidder will have to submit **Non refundable Bid Processing Fees of Rs. 1,000/- & Earnest Money Deposit (E.M.D.) of Rs. 50,000/- (Rupees Fifty thousand Only) (Refundable)** on or before date & hours of submission of bid in a sealed cover at GIL office with the heading **“Bid processing Fees & EMD for RFP no. GIL\L&ED\Mobile Application\2018-19 for Development of Mobile Application for L&ED.”**

- Bid processing fees must be in the form of Demand Draft in the name of “Gujarat Informatics Ltd.” payable at Gandhinagar along with the covering letter.
- Bid Security / EMD as mentioned above, shall be submitted in the form of Demand Draft **OR** in the form of an unconditional Bank Guarantee (**which should be valid for 9 months from the last date of bid submission**) of 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; in the name of “Gujarat Informatics Ltd.” payable at Gandhinagar (as per prescribed format given at Annexure A) and must be submitted along with the covering letter.

Please affix the stamp of your company on the overleaf of demand draft.

Note: Failing to submit physical covers of EMD and bid processing fees at GIL on or before given time may lead to the rejection of the bid.

- In case of non-receipt of Bid processing fees & EMD as mentioned above, your bid will be rejected by GIL as non-responsive.
- Unsuccessful bidder's E.M.D. will be returned as promptly as possible after the expiration of the period of bid validity OR upon the successful Bidder signing the Contract, and furnishing the Performance Bank Guarantee @ 10% of the total order value as prescribed by GIL, whichever is earlier.
- The successful Bidder's E.M.D. will be returned upon the Bidder signing the Contract, and furnishing the **Performance Bank Guarantee @ 10% of the total order value** and offer of inspection of the ordered material.
- The EMD may be forfeited at the discretion of L&ED/GIL, on account of one or more of the following reasons:
 - a) If a Bidder withdraws their Bid during the period of Bid validity.
 - b) If Bidder does not respond to requests for clarification of their Bid
 - c) If Bidder fails to co-operate in the Bid evaluation process, and
 - d) In case of a successful Bidder, the said Bidder fails:
 - i. To sign the Agreement / Contract in time
 - ii. To furnish Performance Bank Guarantee
 - iii. If the bidder is found to be involved in fraudulent practices.

ARTICLE – 14: PERIOD OF VALIDITY OF BIDS

- **Bids shall remain valid for 180 days after the date of Financial Bid opening** prescribed by L&ED/GIL. A Bid valid for a shorter period shall be rejected as non-responsive. However considering the future

requirements for additional quantity of licenses (if required), Bidder has to supply the same at the finalized discounted rates (as per the financial bid format) during the contract period of 3 years.

- In exceptional circumstances, L&ED/GIL may solicit 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 shall also be suitably extended.

ARTICLE – 15: BID DUE DATE

- Bid must be uploaded by bidder not later than the date specified in the RFP.
- The L&ED/GIL may, as its discretion, extend the bid due date, in which case all rights and obligations of the L&ED/GIL and the bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

ARTICLE – 16: LATE BID

- No bidder may be able to upload or submit the bid after the bid due date/time.

ARTICLE – 17: MODIFICATION AND WITHDRAWAL OF BID

- The Bidder may modify or withdraw its bid before the due date of bid submission.
- No Bid may be modified subsequent to the deadline for submission of bids.
- No Bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid validity specified by the Bidder on the bid letter form. Withdrawal of a Bid during this interval may result in the bidder's forfeiture of its Bid security.

ARTICLE – 18: OPENING OF BIDS BY L&ED/GIL

- Bids will be opened in the presence of Bidder's representatives, who choose to attend. The Bidder's representative who is present shall sign a register evidencing their attendance.
- The Bidder's names, Bid modifications or withdrawals, discounts and the presence or absence of relevant Bid security and such other details as the L&ED/GIL officer at his/her discretion, may consider appropriate, will be announced at the opening.
- Immediately after the closing time, the L&ED/GIL contact person shall open the Un-priced Bids and list them for further evaluation.

ARTICLE – 19: CONTACTING L&ED/GIL

- Bidder shall not approach L&ED/GIL officers outside of office hours and/ or outside L&ED/GIL office premises, from the time of the Bid opening to the time the Contract is awarded.
- Any effort by a bidder to influence L&ED/GIL officers in the decisions on Bid evaluation, bid comparison or contract award may result in rejection of the Bidder's offer. If the Bidder wishes to bring additional information to the notice of the GOG, it should do so in writing.
- In case bidder wants to furnish information regarding blacklist of other bidders, they have to provide documentary evidence for the same, without documentary evidence such representation will not be entertained.

ARTICLE – 20: REJECTION OF BIDS

- L&ED/GIL's right to reject any or all bids: L&ED/GIL reserves the right to reject any Bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

ARTICLE – 21: PRELIMINARY EXAMINATION OF BID

- Un-priced Bid documentation shall be evaluated in two steps.
- Firstly, the documentation furnished by the Bidder will be examined based on the following criteria:
 - a) Compliance to submission of EMD & Bid processing fees
 - b) Evaluation of Eligibility Criteria
 - c) Presentation evaluation as part of Technical evaluation based on the following criteria

Sr. no.	Parameter	Marks
1	Approach & Methodology for development of Mobile Application	10
2	Past Experience in Mobile Application Development in Govt. Sector	10
3	Mobile Application Development with Location based Services in any Govt./private sector	10
4	Ease of usage	10
5	Color scheme flexibility, balance, image proportion	5
	Language Selection Facility	5

Note: The presentation shall be of 50 marks out of which at least 70% marks is required to qualify for the opening of the financial bids.

- **Final 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. LED'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 70% and above will qualify for the evaluation of commercial bids. The total technical scores achieved by the bidders shall be shared with the bidders & under no circumstances will the breakup of the technical score be shared with the bidders.
 - **Tb: Absolute Technical Score**
 - **Tmax: Maximum Technical Score**
 - **Tn: Normalized technical score of the bidder under Consideration**
 - **Normalized technical score (Tn) = Tb/Tmax * 100**
 - **Financial Evaluation:**

The financial bids of only those bidders, who have scored at least 70% marks in the technical evaluation process, will be opened. The Financial Bids will be opened, in the presence of Bidders' representatives who choose to attend the Financial Bid opening on date and time to be communicated to all the technically qualified Bidders. The Bidder's representatives who are present shall sign a register evidencing their attendance. The name of bidder & bid prices will be announced at the meeting. The financial score of a bidder 'Fb' will be assigned to the bidder. 'Fb' will be the total financial quote made by the bidder.

 - **Fn = normalized financial score for the bidder under consideration**

- **Fb = commercial quote for the bidder under consideration**
- **Fmin = commercial quote of the lowest evaluated financial proposal**
- The lowest evaluated Financial Proposal (Fmin) will be given the maximum financial score (Fn) of 100 points. The financial scores (Fn) of the other Financial Proposals will be calculated as per the formula given below:
 - **Normalized Financial Score (Fn) = 100 x Fmin / Fb**

Final Evaluation of Bid:

- Proposals will be ranked according to their combined technical (Tb) and financial (Fn) scores using the weights T = 0.70 (the weight given to the Technical score); P = 0.30 (the weight given to the Financial score; T + P = 1). The final evaluation will be based on Final Score which shall be calculated as shown below:
 - **Final Score (S) = Tn x T + Fn x P**
- The bidder achieving the highest combined technical and financial score will be invited for negotiations for awarding the contract. In case of a tie where two or more bidders achieve the same highest combined technical and financial score, the bidder with the higher normalized technical score will be invited first for negotiations for awarding the contract.

ARTICLE – 22: AWARD OF CONTRACT

- Award Criteria: The Criteria for selection will be based on the evaluation methodology mentioned above.
- The quantities may decrease or increase at the time of finalization, depending upon the change in the requirements/grants available with the purchaser(s), which shall be binding to the bidder.
- In case, if lowest bidder does not accept the award of contract or is found to be involved in corrupt and/or fraudulent practices the next lowest bidder will be awarded the contract. In such scenario, the lowest bidder has to born the difference between lowest prices and next lowest prices.
- The contract will be for three (3) years. During the contract period, the bidder shall have to provide the support for updation and maintenance including required changes. No extra charge will be paid during the contract period.

ARTICLE – 23: NOTIFICATION OF AWARD & SIGNING OF CONTRACT

- Prior to expiration of the period of Bid validity, L&ED/GIL will notify the successful Bidder and issue Lol/Purchase Order.
- Successful bidders will have to sign the contract upon receiving the Purchase order with the purchaser(s) within 5 working days from the date of Purchase order. (The draft of the Contract form is attached herewith). The Bank Guarantee shall be valid for duration of 180 days beyond the expiry of contract.

ARTICLE – 24: LIMITATION OF VENDOR'S LIABILITY:

- Vendor's cumulative liability for all its obligations under the contract shall not exceed the contract value and the Vendor shall not be liable for incidental, consequential, or indirect damages including loss of profit or saving.

ARTICLE – 25: FORCE MAJEURE

- Force Majeure shall mean any event or circumstances or combination of events or circumstances that materially and adversely affects, prevents or delays any Party in performance of its obligation in accordance with the terms of the Agreement, but only if and to the extent that such events

and circumstances are not within the affected party's reasonable control, directly or indirectly, and effects of which could have prevented through Good Industry Practice or, in the case if construction activities through reasonable skill and care, including through the expenditure of reasonable sums of money. Any events or circumstances meeting the description of the Force Majeure which have same effect upon the performance of any contractor shall constitute Force Majeure with respect to the Bidder. The Parties shall ensure compliance of the terms of the Agreement unless affected by the Force Majeure Events. The Bidder shall not be liable for forfeiture of its implementation / Performance guarantee, levy of Penalties, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Agreement is the result of Force Majeure.

- Force Majeure Events

The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the definition as stated above.

Without limitation to the generality of the foregoing, Force Majeure Event shall include following events and circumstances and their effects to the extent that they, or their effects, satisfy the above requirements:

- Natural events ("Natural Events") to the extent they satisfy the foregoing requirements including:
 - a) Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
 - b) Explosion or chemical contamination (other than resulting from an act of war);
 - c) Epidemic such as plague;
 - d) Any event or circumstance of a nature analogous to any of the foregoing.
- Other Events ("Political Events") to the extent that they satisfy the foregoing requirements including:
- Political Events which occur inside or Outside the State of Gujarat or involve directly the State Government and the Central Government ("Direct Political Event"), including:
 - i. Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;
 - ii. Strikes, work to rules, go-slows which are either widespread, nation-wide, or state-wide and are of political nature;
 - iii. Any event or circumstance of a nature analogous to any of the foregoing.

- FORCE MAJEURE EXCLUSIONS

Force Majeure shall not include the following event(s) and/or circumstances, except to the extent that they are consequences of an event of Force Majeure:

- a) Unavailability, late delivery
- b) Delay in the performance of any contractor, sub-contractors or their agents;

- PROCEDURE FOR CALLING FORCE MAJEURE

The Affected Party shall notify to the other Party in writing of the occurrence of the Force Majeure as soon as reasonably practicable, and in any event within 5 (five) days after the Affected Party came to know or ought reasonably to have known, of its occurrence and that the Force Majeure would be likely to have a material impact on the performance of its obligations under the Agreement.

ARTICLE – 26: CONTRACT OBLIGATIONS

Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Bidder's bid and all previous correspondence.

ARTICLE – 27: AMENDMENT TO THE AGREEMENT

Amendments to the Agreement may be made by mutual agreement by both the Parties. No variation in or modification in the terms of the Agreement shall be made except by written amendment signed by both the parties. All alterations and changes in the Agreement will take into account prevailing rules, regulations and laws.

ARTICLE – 28: USE OF AGREEMENT DOCUMENTS AND INFORMATION

- The Bidder shall not without prior written consent from L&ED disclose the Agreement or any provision thereof or any specification, plans, drawings, pattern, samples or information furnished by or on behalf of L&ED in connection therewith to any person other than the person employed by the Bidder in the performance of the Agreement. Disclosure to any such employee shall be made in confidence and shall extend only as far as may be necessary for such performance.
- The Bidder shall not without prior written consent of L&ED make use of any document or information made available for the project except for purposes of performing the Agreement.
- All project related documents issued by L&ED other than the Agreement itself shall remain the property of GoG and Originals and all copies shall be returned to GoG on completion of the Bidder's performance under the Agreement, if so required by the L&ED.

ARTICLE – 29: ASSIGNMENT & SUB CONTRACTS

- Assignment by Bidder
The Bidder shall not assign, in whole or in part, its rights and obligations to perform under the Agreement to a third party, except with the prior written consent from L&ED.
- Sub contracts: Sub contract shall not be allowed.

ARTICLE – 30: RESOLUTION OF DISPUTES

- If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Agreement or regarding a question, including the questions as to whether the termination of the Contract Agreement by one Party hereto has been legitimate, both Parties hereto shall endeavor to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days], give 15 days notice thereof to the other Party in writing.
- In the case of such failure the dispute shall be referred to a sole arbitrator or in case of disagreement as to the appointment of the sole arbitrator to three arbitrators, two of whom will be appointed by each Party and the third appointed by the two arbitrators.
- The place of the arbitration shall be Gandhinagar, Gujarat.
- The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended.
- The proceedings of arbitration shall be in English language.
- The arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration procedure. The Parties hereto shall submit to the arbitrator's award and the award shall be enforceable in any competent court of law.

ARTICLE – 33: TAXES & DUTIES

Bidder is liable for all taxes and duties etc.

ARTICLE – 34: BOOKS & RECORDS

Bidder shall maintain adequate books and records in connection with Contract and shall make them available for inspection and audit by GoG during the terms of Contract until expiry of the performance guarantee.

ARTICLE – 35: WARRANTY TERMS

All goods /services shall be supplied strictly in accordance with the specifications, drawings, datasheets, other attachments and conditions stated in the Bid / Order / LOI. All materials supplied by the Bidder shall be guaranteed to be of the best quality of their respective kinds and shall be free from faulty design, workmanship and materials. In event of default originating with the design, material arising at any time during the Warranty period of 3 years, the Bidder shall replace as may be necessary to ensure the material should function in accordance with the specification and to fulfill the foregoing Warranty without any delay. The Bidder shall warrant that every work executed under the contract shall be free from all defects and faults in material, workmanship etc. for a period of warranty period from the date of Acceptance test.

In the event that the materials/services supplied do not meet the specifications and/or scope of work, GOG shall notify the Bidder giving full details of difference. The Bidder shall attend the issue within 15 days of receipt of such notice to meet and agree with representatives of L&ED, the action required to correct the deficiency. Should the Bidder fail to address the issues within the time specified above, L&ED shall be at liberty to rectify the work/materials and Bidder shall reimburse L&ED/GIL all costs and expenses incurred in connection with such trouble or defect.

ARTICLE – 36: PERFORMANCE GUARANTEE

- The Bidder shall furnish Performance Guarantee as provided in the bid document to L&ED for an amount equal to 10% of the total value of Order.
- The performance guarantee will be in the form of bank guarantee for the amount equal of 10% of the value of the Order towards faithful performance of the contract obligation, and performance of the solution for period of 40 months. In case of poor and unsatisfactory services, L&ED shall invoke the PBG.
- The Successful bidder has to submit Performance Bank Guarantee @ 10% of total order value within 15 days from the date of issue of Purchase order for duration of 40 months of 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 24.07.2016 issued by Finance Department or further instruction issued by Finance department time to time. (The draft of Performance Bank Guarantee is attached herewith).
- The Performance Guarantee shall be discharged by L&ED and returned to the Bidder within 30 days from the date of expiry of the Performance Bank Guarantee.

ARTICLE – 37: PAYMENTS TERMS

Sl. No.	Activity	Payment (%)
1	Mobile Application Development	
	Submission of Design and Layout of UI (Multiple Options (5-6))	20% payment will be released
	Mobile application development, Integration with existing website, Security audit clearance certificate & UAT.	40% payment will be released
	Go-Live	20% payment will be released
	Technical Documentation & Knowledge Transfer	20% payment will be released
2	Operational and Maintenance support for period of three years for application development	Quarterly Payment in equal installment

ARTICLE – 38: SERVICE TERMS

- The entire scope of the work depends on the technical skill and experience in management of the same level or kind of infrastructure.
- It is mandatory for Bidder to deploy qualified professional to develop, install, commission & maintain the mobile application, as defined under scope of work.
- The Bidder need to manage & maintain various records related to the services extended to the Government.
- The Bidder need to maintain the required security of network, database, e-mails etc. related to the government operations.
- The Bidder is responsible to maintain proper necessary documentation and have to update the same on regular basis.
- The understanding of the comprehensive maintenance is as follows.
 - a) In case of failure, the Bidder needs to replace or repair the faulty module/entire solution to restore the services at the earliest.
 - b) The cost of the repairing or replacement of faulty module/entire solution has to be entirely born by the Bidder.

ARTICLE – 39: PENALTY CLAUSE

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

Service Category	Target	Severity	Penalty
Successful completion of Design, Development and Coding of Mobile Application.	As per delivery Schedule	Critical	A Penalty of 2% of contract value of Mobile Application per week delay subject to maximum 5%.
Testing and UAT of all the modules.	As per delivery Schedule	Critical	
Application Training and Handholding Support of all the services.	As per delivery Schedule	Medium	
Commissioning and Go-Live	As per delivery Schedule	Medium	

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

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

SLA Measure	Severity 1	Penalty Rs.	Severity 2	Flat Penalty Rs.
Resolution Time	< 1 Hrs	Nil	< 3 Days	Nil
	> 1 & < 2 Hrs	5,000	> 3 & < 6 Days	1000

	Above 2 to 3 Hrs or part thereof	7,000	Above 6 Days	5000
--	-------------------------------------	-------	--------------	------

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

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

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

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

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

Step 2: Upon confirmation of the problem, Bidder's team resolved the Problem and inform L&ED.

Step 3: Upon resolution of the problem, L&ED shall verify and confirm the Bidder on the resolution.

ARTICLE – 40: PROJECT IMPLEMENTATION

- The bidder has to complete development & implementation of Mobile Application, which includes design, development, deployment, training, support for the period of 3 years during the contract.
- After the successful deployment of Mobile Application, the bidder shall test same for functional testing, performance testing, load testing by EQDC.
- The Bidder shall provide the necessary technical support, Standard Operating Procedure (SOP), and other information to GoG and its user organizations in implementing the proposed solution. The Bidder shall provide training to GoG Personnel at no cost to GoG. The training schedule, content and modalities will be defined jointly by both the parties.
- Any damage caused to the property of L&ED while executing the job shall be solely Bidder's responsibility. In case any damage to the property is caused, the same will be recovered from the Bidders. No any extra cost shall be paid to the Bidder for such reasons.
- The bidder shall be responsible and take required insurance for all of their representatives working on the project at their own cost. L&ED will not be responsible for any loss or damage to any of the representatives of the bidder during the said contract.

ARTICLE – 41: ACCEPTANCE TEST

Acceptance Test will be conducted in as follows:

- Final Acceptance Test (FAT) / User Acceptance Test (UAT): After successful installation of the solution in accordance with the requirements as mentioned in Schedule of Requirement, Final Acceptance Test will be conducted. After successful testing by L&ED, Acceptance Test Certificate will be issued to the Bidder.
- The bidder is required to compete the functional testing, performance testing, load testing of the application by EQDC.

ARTICLE – 42: SOFTWARE LICENSES (IF APPLICABLE)

The Bidder shall be responsible for providing Software license, if required, to meet any additional requirements during the contract period of the Agreement without any additional cost to L&ED.

Section - 4

Format of Forms

Form 1 Covering Letter

(To be submitted on the Bidder letterhead)

<<Insert Date and location>>

Proposal Reference No:

To
The Managing Director,
Gujarat Informatics Limited
Block No.1, 8th Floor,
Udyog Bhavan,
Gandhinagar – 382 010

Dear Madam/Sir,

Sub: Submission of proposal in response to RFP for “Development of Mobile Application for L&ED, Government of Gujarat, Gandhinagar”.

1. Having examined the RFP, we, the undersigned, hereby submit our proposal in response to your RFP notification for ‘Development of Mobile Application for L&ED, Government of Gujarat, Gandhinagar’; in full conformity with the said RFP document
2. We agree to abide by this Proposal, consisting of this letter, the Qualification Criteria forms and the Technical Proposal form, the duly notarized Board Resolution/ Power of Attorney, and all attachments, for a period of 180 days from the date fixed for submission of Proposals as stipulated in the RFP modification resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
3. If we are entrusted a consultancy assignment, we undertake to provide a Bank Guarantee in the form and amount prescribed.
4. We hereby declare that all the information and statements in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
5. If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the RFP, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.
6. We understand you are not bound to accept any proposal you receive

Dated this (date / month / year)

Authorized Signature [in full and initials]:

Name of Authorized Signatory:

Designation of Authorized Signatory:

Name of Bidder:



Address:

Form 2 General Information

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

Performa of Compliance letter/Authenticity of Information Provided

(Shall be submitted as scanned copy on Bidder's letterhead duly signed by Authorized signatory)

Date:

To,
DGM(App)
Gujarat Informatics Ltd.
Block-1, 8th Floor, Udyog Bhavan,
Gandhinagar

Sub: Compliance with the tender terms and conditions, specifications and Eligibility Criteria

Ref: RFP for Development of Mobile Application for L&ED, Government of Gujarat, Gandhinagar.

Dear Sir,

With reference to above referred tender, I, undersigned <<Name of Signatory>>, in the capacity of <<Designation of Signatory>>, is authorized to give the undertaking on behalf of <<Name of the bidder>>.

We wish to inform you that we have read and understood the technical specification and total requirement of the above mentioned bid submitted by us on **DD.MM.YYYY**.

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

We also explicitly understand that all quoted items meet technical specification of the bid & that such technical specification overrides the brochures/standard literature if the same contradicts or is absent in brochures.

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 Committee for disqualification will be accepted by us.

The Information provided in our submitted bid is correct. 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, GIL reserves the right to take legal action on us.

Thanking you,

Dated this _____ day of _____ YYYY

Signature: _____

(In the Capacity of) : _____

Duly authorized to sign bid for and on behalf of

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

Section - 5

Price Bid Schedule

Sl. No.	Description	Total Amount (Rs.)
1	Design, Development & Deployment of Mobile App & MIS as defined in the scope of work in this tender	
2	Operational and Maintenance support for period of three years	
	Grand Total (Rs.)	

Note:

- The charges mentioned above shall be inclusive of all the expenses.
- No extra charge will be paid to the Firm/Company apart from the prices quoted above.
- Taxes are extra as applicable at the time of invoicing.
- Non-accepted of the Tender condition or Conditional bid shall be rejected.

Annexure A

Format of Earnest Money Deposit in the form of Bank Guarantee

Ref:

Bank Guarantee No.

Date:

To,
DGM (App)
Gujarat Informatics Limited
8th Floor, Block -1, Udyog Bhavan,
Sector - 11, Gandhinagar - 382010
Gujarat, India

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the RFP Ref. no: _____ **dated DD.MM.YYYY for development of Mobile Application for L&ED, Government of Gujarat, KNOW ALL MEN** by these presents that WE ----- having our registered office at ----- (hereinafter called "the Bank") are bound unto the _____, Gujarat Informatics Limited in the sum of ----- - for which payment well and truly to be made to Gujarat Informatics Limited , the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day of ----- 2016.

THE CONDITIONS of this obligation are:

1. The E.M.D. may be forfeited:

- a. if a Bidder withdraws its bid during the period of bid validity
- b. Does not accept the correction of errors made in the tender document;
- c. In case of a successful Bidder, if the Bidder fails:
 - (i) To sign the Contract as mentioned above within the time limit stipulated by purchaser or
 - (ii) To furnish performance bank guarantee as mentioned above or
 - (iii) If the bidder is found to be involved in fraudulent practices.
 - (iv) If the successful bidder fails to submit the Performance Bank Guarantee & sign the Contract Form within prescribed time limit, the EMD of the successful bidder will be forfeited. GIL also reserves the right to blacklist such bidder from participating in future tenders if sufficient cause exists.

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

This guarantee will remain valid up to 15 months from the last date of bid submission. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee.

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHAER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

The Bank also agree that the OWNER/PURCHASER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the SELLER and not withstanding any security or other guarantee that the OWNER/PURCHASER may have in relation to the Seller's liabilities.

Dated at _____ on this _____ day of _____ 2018.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &
Its official Address

Approved Bank: All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative & 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.

Section - 6

**Performa of Contract-cum-Equipment
Performance Bank Guarantee**
(To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.

Date:

To

Name & Address of the Purchaser/Indenter

Dear Sir,

In consideration of Name & Address of the Purchaser/Indenter, Government of Gujarat, Gandhinagar (hereinafter referred to as the OWNER/PURCHASER which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having awarded to M/s having Principal Office at (Hereinafter referred to as the "SELLER" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the supply of _____ by issue of Purchase Order No..... Dated issued by <<GoG Department>> 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 _____ YYYY.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &
Its official Address

List of approved Banks

Approved Bank: All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative & 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.

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____, YYYY ____ Between _____ (*Name of purchaser*) of _____ (*Country of Purchaser*) hereinafter "the Purchaser" of the one part and _____ (*Name of Supplier*) of _____ (*City and Country of Supplier*) hereinafter called "the Supplier" of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz., _____ (*Brief Description of Goods and Services*) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of _____ (*Contract Price in Words and Figures*) hereinafter called "the Contract Price in Words and Figures" hereinafter called "the Contract Price."

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2 The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - 2.1 the Bid Form and the Price Schedule submitted by the Bidder;
 - 2.2 terms and conditions of the bid
 - 2.3 the Purchaser's Notification of Award
- 3 In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4 The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- 5 Particulars of the goods and services which shall be supplied / provided by the Supplier are as enlisted in the enclosed annexure:

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said _____ (For the Purchaser)

In the presence of _____

Signed, Sealed and Delivered by the

Said _____ (For the Supplier)

In the presence of _____

AFFIDAVIT

(TO BE SUBMITTED PHYSICALLY ALONG WITH EMD & BID PROCESSING FEES)

(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 firm;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 dues/taxes/cess/charges/fees 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)

DETAILED FUNCTIONAL SCOPE OF WORK

Commissioner of Labour, Government of Gujarat, Gandhinagar

Scope of work for mobile application for the office of Commissioner of Labour and Director of Boilers

Name of Establishment:	
Address:	
District:	
Taluka:	
Pin Code:	
Email	
Registration Details	Date of Registration: (Registered under The Factories Act,1947 / The Gujarat shops & Establishment Act,1948 / The Contract Labour Act 1970) Registration No. :
License details	License no. and details of renewal
Type of Industry	
Details of Employer: Proprietor / Partnership / Ltd /	
Sr.No.	Designation Name & Address Age
No. of Contractor:	
Sr.No.	Name & Address Type of Job License No. Commencement & Completion date of Contract
Year of Starting	
No. of Workmen employed: Direct: Male Female..... Total	
Through Contract: Male Female..... Total	

1. Credentials:

User id and password of inspecting and monitoring authority

2. GPS-Location:

City, Taluka, District

3. Inspections details under following Labour Laws:

- i. Factory Act, 1948
- ii. Minimum wage Act- 1948
- iii. Payment of Bonus Act -1965
- iv. Contract Labour Act-1970
- v. Payment Gratuity Act- 1972

- vi. Equal Remuneration Act-1976
- vii. Inter State Migrant Workers Act- 1979
- viii. Child Labour (Prohibition and Regulation) Act: 1986
- ix. The Boiler Act-1923

Facility to upload following inspection details under above said labour laws (in brief – Reports)

- i. Attendance sheet of workers
- ii. Details of register/s under labour law maintained and shown at the time of inspection
- iii. Register/s not maintained or not shown at the time of the inspection
- iv. Breaches of section under labour law
- v. Sms and email alert

4. Statistics:

- i. No. inspection weekly/monthly/yearly
- ii. Breaches – inspection wise, Factory/Shops /Commercial establishment/Hotel etc.
- iii. Breach Labour Law and section wise

5. Other features of the mobile APP:

Back, forward, upload of photographs of establishment or employment , dropdown menu if necessary etc.

During inspection following contraventions has been observed under The Minimum Wages Act, 1948

<input type="checkbox"/>	On demand the Employer has not produced Muster roll, register of wages; register of overtime register. Breach of Section 26(d)
<input type="checkbox"/>	Wage slips are not issued to the workmen. Breach of Rule 26(2)
<input type="checkbox"/>	Attendance card are not provided to worker. Breach of Rule 26(b)(1)
<input type="checkbox"/>	The abstract of the Act and Rules made there under and notice containing minimum rates of Wages & Name and address of Inspector in English and in local language. Breach of Rule 22
<input type="checkbox"/>	Register of fine in Form I is not maintained and Annual return in Form III for the year -----has not been submitted to the Assistant Labour Commissioner / Dy. Labour Commissioner. Breach of Rule 21(4).
<input type="checkbox"/>	Following workers are being paid / not paid wages after the expiry of the statutory time limit. Breach of Rules 21(1)(a) 1. 2.
<input type="checkbox"/>	The exact wages for overtime work at the double of normal rate of wages are not being paid to the workers. Breach of Sec. 25(1)
<input type="checkbox"/>	Following workers (mentioned in the attached annexure) were paid their wages at a rate less than the minimum rate of wages fixed for their respective categories. Breach of Sec 12(1)
<input type="checkbox"/>	Entries in the wage register / wage slip have not been authenticated by the employer or any person authorized by him. Breach of Rule 26 (4)

Note: Whoever, violates/not to comply with any Rule/Section of this act, Shall be punishable with fine which may extend upto five hundred rupees under Section 22 / 22(a) for every offence.

*Annexure for the inspection remarks for Sr.no.8.

Sr. No	Name of Worker	Designation	Length of service	Daily working hours	Wages paid Per Day/Per Month	Wages entitled from date.....	Difference	Remarks

During inspection following contraventions has been observed under the payment of

Bonus Act, 1965

<input type="checkbox"/>	On demand the employer has not produced the form “A”, ”B”, “C” & “D”, account books, balance sheet for the accounting year ending as on.....Breach of Section-27(4).
<input type="checkbox"/>	Following workers are not paid Bonus for the accounting year..... Breach of Section 19(b) 1. 2.

Note: Any person/establishment, for Violation / non-compliance of the any Section / Rule of the Act, shall be punishable with fine up to Rs. One thousand or imprisonment up to six months or both, under Section-

28/ Section-29 of the payment of Bonus Act, 1965.

During inspection following contraventions has been observed under the payment of Gratuity Act, 1972.

<input type="checkbox"/>	Notice for opening of the establishment in form 'A' is not submitted within 30 days to the controlling authority. Breach of Rule 3(1)
<input type="checkbox"/>	The notice of specifying the name and designation of the officer authorized by the employer to receive on his behalf notices under the act and rules is not displayed on the notice board. Breach of Rule 4(1).
<input type="checkbox"/>	Record containing the Nomination details of the employees in form "F", have not maintained by the employer. Breach of Rule-6(2) read with Section-6(7).
<input type="checkbox"/>	The Abstract of the Act and the rules made there under in Form “U” in language understood by majority of the employed persons was not displayed. Breach of Rule-19

Note: Any person/establishment, for Violation / non-compliance of the any Section / Rule of the Act, shall be punishable with fine of Rs. Ten thousand which may extend up to Rs. Twenty thousand or imprisonment

of three months which may extend up to one year or both, under Section 9(2) of The payment of Gratuity Act,1972

During inspection following contraventions has been observed under the Equal remuneration Act, 1976.

<input type="checkbox"/>	Register in form 'D' is not maintained by the employer. Breach of Rule-6 read with section-8.
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Note: Any person / employer, Shall be punishable with imprisonment for one month or fine upto Rs. ten thousand rupees or both for the above mentioned contraventions under the Section 10(1) of The Equal Remuneration Act, 1976.

During inspection following contraventions has been observed under The Contract Labour (R&A) Act,1970 & Gujarat Rules, 1972.

(For Principle Employer)

<input type="checkbox"/>	The principal employer has not applied for Registration Certificate. Breach of Rule- 17(1)
<input type="checkbox"/>	Register of Contractor has not been maintained in Form no. XII. Breach of Rule-74.
<input type="checkbox"/>	The Principle Employer failed to provide all the prescribed welfare amenities, which the Contractor failed to provide under Section 16 (Canteen), Section 17 (Rest rooms), Section 18 (Drinking water) & Section 19 (First aid). Breach of Section-20(1)
<input type="checkbox"/>	The Principle Employer also failed to make the payment of wages to the contract labour, which was not paid / less paid by the contractor. Breach of Section-21(4).

(For Contractor)

<input type="checkbox"/>	Contract labours were found employed without obtaining valid license by the Contractor. Breach of Rule-21(1) read with Section-13(1)
<input type="checkbox"/>	Contract labours were found employed without applied for renewal of valid license by the Contractor. Breach of Rule-21(1) read with Section-13(3)
<input type="checkbox"/>	The contractor failed to provide canteen facility though 100 or more contract labours are employed in the establishment in which the work is likely to continue for six months or more within 60 days of the commencement of the employment. Breach of Rule -42(1).
<input type="checkbox"/>	The contractor failed to provide rest-rooms under section-17 to contract labours. Breach of Rule- 41
<input type="checkbox"/>	The contractor failed to provide welfare facilities under section -18 regarding whole some drinking water & other facilities (Latrine and Urinals & washing facilities) and First Aid facilities under Section-19. Breach of Rules 40(1)
<input type="checkbox"/>	The Contractor has not ensured the payment of wages to the following contract labour with in prescribed time limit for the month of..... Breach of Rule 65 read with Section-21(1) 1. 2.
<input type="checkbox"/>	The Contractor has not ensured the presence of the representative authorized by the Principal Employer at the time of the disbursement of wages. Breach of Rule-72 read with Section 21(3).
<input type="checkbox"/>	Register of persons employed in Form XIII has not been maintained at all/ correctly by the contractor. Breach of Rule,75 read with Section 29(1)
<input type="checkbox"/>	The Contractor has not issued Employment Card in Form XIV to each worker of his employment. Breach of Rule, 76 read with Section 29(1).
<input type="checkbox"/>	During inspection the contractor has not produced copy of license, copy of work order given by the principle employer, i-card register etc. Breach of Rule-80(4).
<input type="checkbox"/>	Contractor has violated / non-complied condition no.Of license issued to him. Breach of Rule-25 read with Section-12(2).

Note: Any person / employer, Shall be punishable with imprisonment for one month or fine upto Rs. ten thousand rupees or both for the above mentioned contraventions under the Section 10(1) of The Contract Labour (R&A) Act, 1970.

During inspection following contraventions has been observed under The Inter-State Migrant Workmen (RE & CS) Act, 1979 & Gujarat rules, 1981

(For Principle Employer)

<input type="checkbox"/>	The principle employer has not registered the establishment under the Act. Breach of Rule 3(1) read with Rule-4(1)
<input type="checkbox"/>	Register of contractors in Form XII has not been maintained at all/ correctly by the principle employer. Breach of Rule-48 read with Section-23.

(For Contractor)

<input type="checkbox"/>	The Contractor have not obtained / renewed a valid license / license obtained for less workmen under the Act. Breach of Rule-7(2) read with Section 8(1)(b)
<input type="checkbox"/>	Details of employed Migrant Workmen in Form-X has not been sent by the Contractor. Breach of Rule 21(1) read with section 12(1) (a).
<input type="checkbox"/>	The Contractor has not produced Displacement-cum-Outward Journey Allowances Sheet in Form-XV. Breach of Rule 51(1) read with section <u>12(1)(a)</u>

Note: Any person / employer, Shall be punishable with imprisonment upto two years or fine upto Rs. two thousand rupees or both for the above mentioned contraventions under the Section 24, 25 & 26 of The Inter-State Migrant Workmen (RE & CS) Act, 1979.

During inspection following contraventions has been observed under The Child Labour Act, 1986 & rules

Part-1 : Prohibition

<input type="checkbox"/>	Children below the age of 14 years have been employed by the employer in the occupations and processes, which are prohibited under section 3 of the Act. Breach of Section-3.								
<input type="checkbox"/>	<table border="1"> <thead> <tr> <th>Sr.No.</th> <th>Name of Child Labour</th> <th>Address</th> <th>Age</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Sr.No.	Name of Child Labour	Address	Age				
Sr.No.	Name of Child Labour	Address	Age						

Note: Any person / employer, Shall be punishable with imprisonment for minimum three months which may extend up to one year or fine with minimum of Rs.10000 which may extend upto Rs. twenty thousand rupees or both for breach of Section-3 of the Child Labour Act.

Part-2 : Regulation

<input type="checkbox"/>	Attendances register / wage register not produced. Breach of Rule-16 read with Section 11.
--------------------------	--

Note: Any person / employer shall be punishable with imprisonment for one month or fine upto Rs. ten thousand rupees or both for the above mentioned contraventions under the Section 10(1) of the Child Labour Act.

Inspection remarks under the Industrial Employment Standing Order Act,1946 & Gujarat Rules, 1959.

<input type="checkbox"/>	Identity Card not issued to the workmen. Breach of order no.-5-(a)(1) of Appendix-1(d).												
<input type="checkbox"/>	Certified Standing Order under the Act is not displayed on the notice board of the establishment. Breach of Section-9.												
<input type="checkbox"/>	Employer has not paid the Suspension allowance to following Suspended workmen @ 50% for the first 90 days after suspension and 75% after 90 days. Breach of Section-10.												
	<table border="1"> <thead> <tr> <th>No.</th> <th>Name</th> <th>Designation</th> <th>Date of Suspension</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>2.</td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	No.	Name	Designation	Date of Suspension	1.				2.			
No.	Name	Designation	Date of Suspension										
1.													
2.													

Note: Any person / employer shall be punishable with fine upto Rs. five thousand rupees for the above mentioned contraventions under the section 13 of the Industrial Employment Standing Order Act, 1946

During inspection following contraventions has been observed under The Motor Transport Workers Act, 1961 & Gujarat rules, 1965.

<input type="checkbox"/>	Employer has not registered the establishment under the act. Breach of Rule-4 read with Section - 3(2).
<input type="checkbox"/>	Weekly off not given to the workers. Breach of Rule-26(1).
<input type="checkbox"/>	Details of employed motor transport workmen not maintained in Form-9 Breach of Rule-31.
<input type="checkbox"/>	Control Card in Form-12 not given to the workers. Breach of Rule-34(1).
<input type="checkbox"/>	Employer has not paid the wages to the workers under Section-13 of the Act for extra work done. Breach of Rule-.....

Note: Any person / employer shall be punishable with imprisonment upto three months or fine upto Rs. five hundred rupees or both for the above mentioned contraventions under the Section – 29, 31 & 32 of the Motor Transport Workers Act.

Inspection remarks under the Working Journalists And Other Newspaper Employees' (Condition of Services) And Miscellaneous Provisions Act, 1955 & Rules – 1957.

<input type="checkbox"/>	Employer has not implemented recommendations of wage board. Breach of Section-13 & 13(a).
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Note: Any person / employer shall be punishable with fine upto Rs. Two hundred for the above mentioned contravention under the Section-18 of the Working Journalists and Other Newspaper Employees' (Condition of Services) And Miscellaneous Provisions Act.

Inspection remarks under the Sales Promotion Employees (Conditions of Service) Act, 1976

<input type="checkbox"/>	Employer has not provided appointment letter to following Sales Promotion employee under the Act. Breach of Section-5.								
	<table border="0"> <thead> <tr> <th>No.</th> <th>Name</th> <th>Designation</th> <th>Date of appointment</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	No.	Name	Designation	Date of appointment	1.			
No.	Name	Designation	Date of appointment						
1.									
<input type="checkbox"/>	Employer has not maintained register containing the details of employees employed in Form-B, Service Book in Form-C and Leave register in Form-E. Breach of Section-7.								

Inspection remarks under the Factory Act, 1948

<input type="checkbox"/>	Remarks awaited
<input type="checkbox"/>	Remarks awaited
<input type="checkbox"/>	Remarks awaited
<input type="checkbox"/>	Remarks awaited

Note: Any person / employer shall be punishable with fine upto Rs. One thousand for the above mentioned contravention under the Section-9 of the Sales Promotion Employees (Conditions of Service) Act

All the inspection remarks as mentioned above and marked as “√” shall be clarified along with justification and valid proof within 15 days, failing which necessary legal actions will be initiated against the employer /officer authorized by the establishment.

Director of Boiler

BOILER/ECONOMISER INSPECTION/REGISTRATION REPORT

Date:	Time:	Boiler Location:	
Firm Name:			
Boiler Reg. No:	Type:	Rating:	W.P.:
1. Is Boiler Dry inspection satisfactory?	Yes <input checked="" type="radio"/>	No <input type="radio"/>	Not Required <input type="radio"/>
2. Is Boiler Hydraulic test satisfactory?	Yes <input checked="" type="radio"/>	No <input type="radio"/>	Not Required <input type="radio"/>
3. Is Boiler cleaning satisfactory?	Yes <input checked="" type="radio"/>	No <input type="radio"/>	
4. Is Condition of boiler mountings satisfactory?	Yes <input checked="" type="radio"/>	No <input type="radio"/>	
5. Is Certificate for renewal recommended?	Yes <input checked="" type="radio"/>	No <input type="radio"/>	Not Required <input type="radio"/>
6. Remarks	<input type="text" value="200 character space"/>		
7. Upload Image	<input checked="" type="radio"/>		
Competent Person name Auto fetch.			

Other Feature in Mobile App

- Search Facility with GT Number, Company name, Date, Month, year.
- Back, forward upload photograph of Establishment.
- Sms and email alert.
- GT Number Should be inserted "GTS-01234"(First three are character and dash after 5 digit are numerical).
- In Boiler Location Field: Add. Line 1, Add. Line 2, Village/Area, taluka, district, Pin code. Based on GPS Location.

**Director Industrial safety and health, Gujarat state, Ahmedabad
Integrated inspection checklist under The Factories Act-1948 & Rules made
there under**

Name of Factory:

Factory Address :

Name of Officers :

Inspection Date :

Designation:

1) General information

1	Factory Status If closed / seasonal closed checklist will not be active	Working / Closed Or seasonal working / seasonal close		
2	Factory License Number			
3	Worker as per factory license			
4	HP as per factory license			
5	Factory License Renew Year			
6	Factory License Renew Application Year			
7	Plan Approval date and Number	Date	Number	
8	Latest Plan Approval date and Number	Date	Number	
9	Latest Stability certificate date			
10	Occupier Name			
11	Occupier Address			
12	Occupier Mobile number			
13	Occupier E-mail ID			
14	Factory Manager / Responsible person / Contact person Name			
15	Factory Manager / Responsible person / Contact person Address			
16	Factory Manager / Responsible person / Contact person Mobile number			
17	Factory Manager / Responsible person / Contact person E-mail ID			
18	Total Worker Strength	Male	Female	Total
19	Number of Shift			
20	Contacted workers name and type of work (Maximum Five Record)	Worker Name	Type of Work	

2) Inspection remarks under The Factories Act-1948 and The Rules made there under

2.1 Records

1	Attendance Register is maintained ? (Prescribed under rule 110)	Yes	No	NA
2	Register of Leave with wages (form-18) is maintained ? (Prescribed under rule 94)	Yes	No	NA
3	Leave Book (form-19) is maintained ? (Prescribed under rule 95)	Yes	No	NA
4	Register of Compensatory Holidays (form-12) is maintained ? (Prescribed under rule 84)	Yes	No	NA
5	Overtime Register for Exempted workers (form-13) is maintained ? (Prescribed under rule 85)	Yes	No	NA
6	Register of Adult workers (form-15) is maintained ? (Prescribed under rule 88)	Yes	No	NA
7	Register of Accidents, Major Accidents and Dangerous accidents (form-29) is maintained? (Prescribed under rule 111)	Yes	No	NA
8	Yearly return (form-24) / CAR form is submitted ? (Prescribed under rule 107(1))	Yes	No	NA
9	Record of Lime washing, Painting etc. (form-7) is maintained ? (Prescribed under rule 17)			
10	Notice of period of work for adult workers (Form -14) displayed on notice board? (Prescribed under rule 87)	Yes	No	NA
11	Abstract of The Factories Act-1948 & the Gujarat Factories Rules-1963 (form-23) is Displayed ? (Prescribed under rule 106)	Yes	No	NA
12	Abstract of The Payment of Wages Act-1936 (form-5) is Displayed ? (Prescribed under rule 23)	Yes	No	NA
13	Notice of Weekly Holiday is displayed? (as per section 52)	Yes	No	NA
14	Emergency contact numbers are displayed?	Yes	No	NA

2.2 Safety

1	Is the Report of examination of hoist and lifts (form-9) produced? (Prescribed under rule 58)	Yes	No	NA
2	Is the Report of examination of lifting tackles (form-10) produced? (Prescribed under rule 60)	Yes	No	NA
3	Is the Report of examination of pressure vessel (form-11) produced? (Prescribed under rule 61)	Yes	No	NA

4	Is the Report of examination of water sealed gasholder (form-11A) produced? (Prescribed under rule 61-A)	Yes	No	NA
5	Is the Report of examination of Dust/Fume Extraction system (form-26A) produced? (Prescribed under rule 102)	Yes	No	NA
6	Is the naked light certificate produced? (Prescribed under rule 68-H)	Yes	No	NA
7	Whether the PPE's according to manufacturing process are provided to worker ?	Yes	No	NA
8	Is the provision of Safety officer applicable ? (As per section 40(B)) If yes, How many Required? <input type="checkbox"/> How many Employed ? <input type="checkbox"/>	Yes	No	NA

2.3 Health

1	Is the Health register(form-32) maintained ? (Prescribed under rule 68-T & 102)	Yes	No	NA
2	Whether the certificate of fitness (form-33) for workers obtained? (Prescribed under rule 68-T & 102)	Yes	No	NA
4	Proper drinking water facility provided ? (As per section 18)	Yes	No	NA
5	Proper Sanitary facility provided ? (As per section 19)	Yes	No	NA
4	Proper Washing places provided ? (As per section 42)	Yes	No	NA
5	Proper First-aid appliances provided ? (As per section 45)	Yes	No	NA
6	Proper Crèches facility provided ?	Yes	No	NA

Note: Whoever, violates/not to comply with any Rule/Section of this act, The occupier and manager of the factory Shall each be guilty of an offence and punishable with imprisonment for a term which may extend to **two years** or with fine which may extend to **one lakh** rupees or with both under Section 92 for every offence.

3) Inspection remarks under The payment of wages Act, 1936

1	Is salary register maintained ?	Yes	No	NA
2	Is the salary paid in time ?	Yes	No	NA

Note: Whoever being responsible for the payment of wages to an employed person contravenes the above provisions of act shall be punishable with fine which shall not be less than one thousand five

hundred rupees but which may extend to seven thousand five hundred rupees under the Section-20 of the payment of wages Act, 1936

4) Inspection remarks under The Maternity benefits Act, 1961

1	Is the woman worker gets maternity leave, as per the maternity benefit act ?	Yes	No	NA
---	--	-----	----	----

Note: factory occupier shall be punishable for contravention of above provision with imprisonment which shall not be less than three months but which may extend to one year and fine which shall not be less than two thousand rupees but which may extend to five thousand rupees under the Section-21 of the Maternity benefits Act, 1961

5) Inspection remarks under The Gujarat Physically handicapped persons (Employment in Factories) Act, 1982

1	Is the physical handicapped person employed ? If yes, How many Required? <input type="checkbox"/> How many Employed ? <input type="checkbox"/>	Yes	No	NA
---	---	-----	----	----

Note: factory occupier or manager shall be punishable for contravention of above provision with imprisonment which may extend to six months or with fine which may extend to one thousand rupees or with both under the Section-9 of the Gujarat Physically handicapped persons (Employment in Factories) Act, 1982

**Inspection Checklist under BOCW (RE & CS) Act, 1996 and
Gujarat BOCW Rules, 2003**

Name of Inspector & office Address		Date of Inspection:
Name & Address of Construction site		
Contact No.		E-Mail ID: <input type="text"/>
Name & Address of Developer/Contractor		
Contact No.		E-Mail ID: <input type="text"/>
Details of Responsible Person present at the site during Inspection :		
Name		
Designation		
Contact No.		E-Mail ID: <input type="text"/>
BOCW Registration No. & Date		
No. of construction workers employed on site at the time of inspection.	Male: Female: Total:	
Nature of Building & Other construction work		
Stage of Construction activity carried out during inspection		
Date of Commencement of Construction work		
Probable Date of Completion of Construction work		

PART-A GENERAL PROVISIONS		Yes	No	N.A.
1	Whether Registration certificate is displayed on site ?			

2	Whether Register of Building workers employed by the employer in Form no.19 or Form-A vide Notification No. KHR-2017-127-LBL19-2016-26789-M.3 Dated. 11-08-17 is maintained ?			
3	Whether Muster roll of Building workers in Form no.20 or Form-D vide Notification No. KHR-2017-127-LBL19-2016-26789-M.3 Dated. 11-08-17 is maintained ?			
4	Whether Register of wages in Form no.21 or Form-B vide Notification No. KHR-2017-127-LBL19-2016-26789-M.3 Dated. 11-08-17 is maintained ?			
5	Whether Register of deduction for damage and loss in Form no.23 or Form-C vide Notification No. KHR-2017-127-LBL19-2016-26789-M.3 Dated. 11-08-17 is maintained ?			
6	Whether Register of fines in Form no.24 or Form-C vide Notification No. KHR-2017-127-LBL19-2016-26789-M.3 Dated. 11-08-17 is maintained ?			
7	Whether Register of advances in Form no.25 or Form-C vide Notification No. KHR-2017-127-LBL19-2016-26789-M.3 Dated. 11-08-17 is maintained ?			
8	Whether Register of overtime in Form no.26 or Form-C vide Notification No. KHR-2017-127-LBL19-2016-26789-M.3 Dated. 11-08-17 is maintained ?			
9	Whether Wage Book to building workers (whose wage period is one week or more) in Form no.27 is given ?			
10	Whether Service certificate to building worker at the time of reliving in Form no.28 is given ?			
11	Whether Annual return in Form No. 29 for the year ending _____ sent to the registering officer ?			
12	Whether Notice of wages and wage period as per Rule no.54 & 268 is displayed ?			
13	Whether Register of Beneficiaries of Gujarat building and other construction welfare board in Form no. 7 is maintained ?			
14	Whether sufficient supply of wholesome drinking water is provided and maintained at suitable place ?			
15	Whether Separate sanitary facility for male and female workers is arranged ?			
16	Whether Creche room is provided on construction site? (Applicable if more than 50 female workers are employed)			
PART-B SAFETY		Yes	No	N.A.
17	Whether Safety Officer is appointed as per Schedule-8 ? (Applicable if more than 500 workers are employed) If Yes, No. of safety officers _____			

18	Whether Overhead protection such as safety net of National standard is provided to protect the workers from the risk of falling materials, articles and objects and to protect the workers from the hazards of falling form height ? (Applicable if building height more than 15 meter)			
19	Whether Working platform, passage way is free from accumulation of Dust/Debris/other similar materials to protect workers from Tripping Hazard ?			
20	Whether Sharp projections/protruding nails are removed from nearby working area to protect workers from Cutting Hazard ?			
21	Whether Working platform, passage way, scaffold is free from accumulation of Water, Grease, Oil or Other Similar materials to protect workers from Slipping Hazard ?			
22	Whether every open side/opening through which worker, vehicle, lifting appliance or other equipment may fall are suitable covered/guarded ?			
23	Whether safety equipment of National Standard to protect the workers from the hazards of falling form height are provided ?			
24	Whether General personal protective equipment of Indian standard likes safety shoes, gloves, helmet and safety belt are provided to the workers ?			
25	Whether all temporary electrical installations are provided with earth leakage circuit breaker (ELCB) to protect workers from Electrical Hazard ?			
26	Whether warning signs of Electrical hazard are displayed at proper places ?			
27	Whether Debris is handled and disposed with safe method ?			
28	Whether Detail layout plans, method of construction and schedule of excavation/tunneling work are sent to the chief inspector ?			
29	Whether suitable safety measures like sheet piling/bracing or similar means to improve the stability of Excavated soil is arranged ?			
PART-C HEALTH		Yes	No	N.A.
30	Whether Health Register is maintained in Form no. 16 ?			
31	Whether hazardous processes are carried on site as specified in schedule-9 ? If Yes, Type of hazardous process _____			
32	Whether First Aid Box with articles specified in schedule-3 is provided on site ?			

Place:

**Name & Signature of Responsible
Person**

Date:

Name & Signature of Inspector