

**Office of the Director General & Inspector General of
Police, Gandhinagar
(Government of Gujarat)**

**Tender Document
For
Selection of Service Provider
For
Development and Maintenance of
Web and Mobile Application**

December, 2018

Tender No.: - SW04122018177

Bid Processing Fees: Rs. 1,770/- (Non Refundable)

Bid Security/EMD: Rs. 50,000/- (Refundable)



**Gujarat Informatics Ltd
Block No. 2, 2nd Floor,
C & D Wing, Karmayogi Bhavan
Sector - 10 A, Gandhinagar – 382010,
Gujarat. Ph. No. 23256022, Fax: 23238925.
www.gil.gujarat.gov.in**

Last date of receipt of pre-bid queries: 10th December, 2018 upto 1500 hrs

Date of Pre-Bid Meeting: 14th December, 2018 at 1500 hrs

Last date of Submission of Bid: 2nd January, 2019 upto 1500 hrs

Opening of Technical Bid: 2nd January, 2019 at 1600 hrs

Abbreviations

- **GoG:** Government of Gujarat
- **GIL:** Gujarat Informatics Limited
- **SP:** Service Provider
- **SI:** System Integrator
- **CMMi:** Capability Maturity Model Integration
- **SLA:** Service Level Agreement
- **MIS:** Management Information System
- **OEM:** Original Equipment Manufacturer
- **IPR:** Intellectual Property Rights
- **SDC:** State Data Center

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SECTION I: INVITATION FOR BIDS (IFB)

COMPETITIVE BIDDING FOR SELECTION OF SERVICE PROVIDER FOR DEVELOPMENT AND MAINTENANCE OF WEB AND MOBILE APPLICATION

1. Request for Proposal for Selection of Service Provider for System Analysis, design, development, testing, implementation and maintenance of web and mobile application for Office of the Director General & Inspector General of Police of Home Department for the period of 5 years of maintenance.
2. The bidder shall be responsible for providing all types of applications/services, as mentioned in Tender document & Scope of Work, as a part of this project.
3. Please note that this bid document is not for actual award of contract / work order but to call the rates as per the financial bid for Development and Maintenance of Web Application.
4. Actual award of contract will follow the conditions as per this document. This document is given for enabling the bidders to know the tender conditions so as to guide them in filling up the technical bid and the quoting rates for Development and Maintenance of Web and Mobile Application.

| Sr. No. | Information | Details |
|----------------|---|---|
| 1. | Last date for submission of written queries for clarifications only by e-mail as predefined format 2.1 | 10th December, 2018 up to 1500 hrs. e-mail ID: nitintatu@gujarat.gov.in amitp@gujarat.gov.in |
| 2. | Place, date and time for Pre bid conference | 14th December, 2018 at 1500 hrs. Conference Room, Gujarat Informatics Ltd. Block No. 2, 2 nd Floor, Karmayogi Bhavan Sector - 10 A, Gandhinagar – 382010, Gujarat. |
| 3. | Last date and time for submission of Bid security/EMD, Bid Processing fees, Affidavit (as per prescribed format given at Form 11) in GIL physically | 2nd January, 2019 upto 1500 hrs |
| 4. | Last date and time for submission of proposals (Technical and commercial) (Online) | 2nd January, 2019 upto 1500 hrs |
| 5. | Place, date and time for opening of technical proposals | 2nd January, 2019 at 1600 hrs. Conference Room, Gujarat Informatics Ltd. Block No. 2, 2 nd Floor, Karmayogi Bhavan Sector - 10 A, Gandhinagar – 382010, Gujarat. |
| 6. | Contact person for queries | DGM (Application), Gujarat Informatics Limited |
| 7. | Address for communication | DGM (Application), Gujarat Informatics Ltd. Block No. 2, 2 nd Floor, Karmayogi Bhavan Sector - 10 A, Gandhinagar – 382010, Gujarat. |

| | | |
|----|---|---|
| 8. | Place, date and time for opening of financial/commercial proposal | The place, date and time for opening of financial/commercial proposal will give to the technically qualified bidder later on. |
| 9. | Bid validity | 180 days |

5. **All bids must be submitted online on <https://gil.nprocure.com> website**
6. Bidders shall submit **Bid processing fees** of Rs. 1,770 in the form of **Demand Draft** in the name of "Gujarat Informatics Ltd." payable at Gandhinagar along with the covering letter.
7. Bidders shall submit **Bid security/EMD** of Rs. 50,000 in the form of **Demand Draft OR** in the form of an **unconditional Bank Guarantee (which should be valid for 9 months from the last date of bid submission)** of any Nationalized Bank (operating in India having branch at Ahmedabad/ Gandhinagar) in the name of "Gujarat Informatics Ltd." payable at Gandhinagar **as per prescribed format attached in this document (Form 9)** and must be submitted along with the covering letter.
8. Bidders shall submit the affidavit physically at GIL IN ORIGINAL on Non-Judicial Stamp Paper of Rs 100/- duly attested by First Class Magistrate/ Notary public as per GR No. SPO-10-2008-794-CH dated 7th December, 2016 of IMD. (as per prescribed format given at Form 11)
9. The **sealed cover** should super scribe (heading) as "**Bid Processing fees, Bid Security/EMD and Affidavit** (as per attached format Form 11) for the tender for "**Selection of Service Provider for Development and Maintenance of Web and Mobile Application for Office of the Director General & Inspector General of Police of Home Department.**"
10. Technical Bids will be opened in the presence of Bidders or their representatives who choose to attend on the specified date and time.
11. In the event of the date specified for receipt and opening of bid being declared as a holiday for GIL office the due date for submission of bids and opening of bids will be the following working day at the appointed times.
12. Financial bids of only those bidders who qualify on the basis of evaluation of technical bids will be opened.
13. Bid validity period is 180 days.

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

1 Definitions

1. "Applicable Law" means the laws and any other instruments having force of law in India as they may be issued force and in force from time to time.
2. "Proposals" means proposals submitted by bidders in response to the RFP issued by DGP/GIL for selection of service provider.
3. "Committee" means I.T. committee of the Home Department.
4. "Contract Price" means the price payable to the service provider on the panel of DGP/GIL under the Contract for the complete and proper performance of its contractual obligations.
5. "SP" means Service Provider, any private or public entity, which will provide the services to DGP/GIL under the contract.
6. "Contract" means the Contract signed by the parties along with the entire documentation specified in the RFP
7. "Day" means working day
8. "Effective date" means the date on which the contract comes into force and effect.
9. "Government" means State Government of Gujarat.
10. "DGP" means Office of the Director General & Inspector General of Police of Home Department, Police Bhavan, Sector-18, Gandhinagar.
11. "GIL" means Gujarat Informatics Limited, Gujarat Informatics Ltd, Block No. 2, 2nd Floor, Karmayogi Bhavan, Sector - 10 A, Gandhinagar – 382010,
12. Gujarat. "Services" means the work to be performed by the SP pursuant to the selection by DGP/GIL and to the contract to be signed by the parties in pursuance of any specific assignment awarded to them by DGP/GIL.
13. The "Bid Document" and "Tender Document" are the same

2 Pre-qualification Criteria

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

| No | Pre-Qualification Criteria | Documents Required |
|----|---|---|
| 1. | The company should be registered under Companies Registration act 1956 or 2013. | Copy of Certificate of Incorporation |
| 2. | Bidder should have at least 3 years of experience in similar IT Projects/Solutions as on March 2018. Here similar means any web/mobile application or portal development and maintenance project. | Copy of Certificate + Work Order |
| 3. | The bidder must have turnover of at least Rs. 1 crore for each of the last three financial years or cumulative of Rs. 3 crores in last three years (2015-16, 2016-17, 2017-18) as on 31 st March, 2018 from Software/IT product Development and Software Support service activities. It should not include Hardware procurement & Third party software license procurements. | Audited Financial Balance sheet and Profit & Loss statement of last three years as on 31-03-2018, CA Certificate from the statutory auditor. |
| 4. | Bidder should have completed/ongoing at least 3 projects of Web/mobile/portal Applications (Excluding Hardware and Manpower) each of value more than 10 lacs in the last three years (2015-16, 2016-17, 2017-18) | Completion Certificates from the client + Work Order |
| 5. | The Bidder Should have CMMi (level 3 or above) or ISO 9001:2000 or above in IT Related Services. | Copy of Certificate |
| 6. | Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Gujarat and / or black-listed by Gujarat Government departments. | Self-Declaration as attached format Form 10 |
| 7. | Bidder should not have violated / infringement of any Indian or foreign trademark, patent, registered design or other intellectual property rights. | Certificate / affidavit regarding non-violation / infringement of any Indian or foreign trademark, patent, registered design or other intellectual property rights. |
| 8. | The bidder must have one office in Gujarat. In case, bidders do not have office in Gujarat, bidder should give undertaking to open office in Gujarat within 45 days from the date of work order. | Please attach the copy of any of the following: Property tax bill/Electricity Bill/Telephone Bill/GST Registration /Lease agreement. Or Self declaration. |
| 9. | No Consortium will be allowed. | - |

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

3 Cost of Bidding

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

A. THE BIDDING DOCUMENTS

1 Contents of Bidding Documents

1.1 The bid must be submitted online on <https://gil.nprocure.com>

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

2 Pre-Bid Conference/Clarification of Bidding Documents

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

The queries should necessarily be submitted in the following format:

| S. No. | RFP Document Reference(s) (Clause & Page Number(s)) | Content of RFP requiring Clarification(s) | Points of clarification |
|--------|---|---|-------------------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |

2.2 The Responses of the pre bid queries will be upload on <https://gil.nprocure.com> and <http://gil.gujarat.gov.in/>

3 Amendment of Bidding Documents

3.1 At any time prior to the deadline for submission of bids, GIL may, for any reason, whether on its own initiative or in response to the clarification may change their bid online through <https://gil.nprocure.com>.

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

B. PREPARATION OF BIDS

4 Language of Bid

4.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and GIL shall be in English language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an appropriate translation of the relevant document in the English language and in such a case, for purpose of interpretation of the Bid, the translation shall govern.

5 Documents Comprising the Bid

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

6 Bid Form

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

7 Bid Prices

- 7.1 The Bidder shall indicate the prices in the format mentioned in Financial Bid.
- 7.2 Following points need to be considered while indicating prices:
 - 7.2.1 The prices quoted should also include, inland transportation, insurance and other local costs incidental to delivery of the goods and services to their final destination within the state of Gujarat
 - 7.2.2 The rates of any Indian duties, GST and other taxes which will be payable by the Client on the goods(if any) if this contract is awarded, should be quoted separately;
 - 7.2.3 Invoicing shall be from Gujarat only.
- 7.3 The Bidder's separation of the price components in accordance with the ITB Clause 7.2 above will be solely for the purpose of facilitating the comparison of bids by GIL and will not in any way limit the Client's right to contract on any of the terms offered.
- 7.4 Sharing of responsibility (between DGP and the bidder) of procurement of various types of software shall be as under:
 - 7.4.1 The prices quoted shall be inclusive of the cost of server operating system and the licensed software required for actual running of applications deployed (i.e. Server Operating system, Database software etc).
 - 7.4.2 In case, the bidders choose to quote zero, nil or amount or blank, it will be his risk and the same shall in no way restrict the scope of the work.
 - 7.4.3 The full IPR for the entire software will rest with the DGP. The same would be applicable to copyrights. The SP shall sign any/all the documents in this regard and hand over the source code, Meta data details etc. to the DGP before release of final payment on completion of training and implementation of solution.

8 Bid Currency

- 8.1 Prices shall be quoted in Indian Rupees only.

9 Bid Security/Earnest Money Deposit

- 9.1 Bid security/ Earnest Money Deposit Rs. 50,000/- (Rupees only) in the form of **Demand Draft OR** in the form of an **unconditional Bank Guarantee (which should be valid for 9 months from the last date of bid submission)** of any Nationalized Bank (operating in India having branch at Ahmedabad/ Gandhinagar) in the name of "Gujarat Informatics Ltd." payable at Gandhinagar (as per prescribed format given at as per prescribed format given at Form 9) and must be submitted along with the covering letter.
- 9.2 Proposals not accompanied by EMD shall be rejected as non-responsive.

- 9.3 The successful bidder's bid security will be discharged from GIL only after the signing of the contract and submission of performance security.
- 9.4 Unsuccessful bidder's EMD will be discharged / refunded as promptly as possible, but not later than 30 days of the validity period of the bid.
- 9.5 The EARNEST MONEY DEPOSIT shall be forfeited:
 - 9.5.1 If a Bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Bid Form;
 - 9.5.2 Or in case of a successful Bidder, if the Bidder fails to sign the Contract; or to furnish the performance security.
- 9.6 No exemption for submitting the EMD will be given to any agency.

10 Period of Validity Bids

- 10.1 Bids shall be valid for 180 days after the date of bid opening prescribed by GIL. A Bid valid for a shorter period shall be rejected by GIL as non-responsive.
- 10.2 In exceptional circumstances, GIL may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security period provided under ITB Clause 10 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be permitted to modify its bid.
- 10.3 Bid evaluation will be based on the bid prices and technical bid without taking into consideration the above corrections.

11 Format and Signing of Bid

- 11.1 The Bidders have to submit the bid on the e-Tendering website <https://gil.nprocure.com>. All supporting documents in the form of scanned copies submitted online should have sign and seal of the bidder.
- 11.2 Before filling in any of the details asked for. Bidders should go through the entire bid document and get the required clarifications from GIL during the pre-Bid conference.

C. SUBMISSION OF BIDS

12 Sealing and Marking of Bids

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

13 Deadline for Submission of Bids

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

14 Late Bids

- 14.1 Late bids will not be accepted.

15 Modification and Withdrawal of Bids

- 15.1** The Bidder may modify or withdraw his bid before the last date of submission of bids through the e-Tendering website <https://gil.nprocure.com>.
- 15.2** No bid may be modified subsequent to the deadline for submission of bids.
- 15.3** No bid may be withdrawal in the interval between the deadline for submission of bids and the expiration of the period of the bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB Clause 10.

D. BID OPENING AND EVALUATION OF BIDS

16 Opening of Bids by GIL

- 16.1** GIL will open all bids (only Technical Bids at the first instance), in the presence of Bidder or his representative who choose to attend, and at the following address :

Gujarat Informatics Ltd, Block No. 2, 2nd Floor, Karmayogi Bhavan, Sector - 10 A, Gandhinagar – 382010, Gujarat.

The Bidder's representative who is present shall sign an attendance register evidencing their attendance. In the event of the specified date of Bid opening being declared holiday for GIL office, the Bid shall be opened at the appointed time and location on the next working day.

- 16.2** The Bidder's names, bid modifications or withdrawal, bid prices, discounts, and the presence or the absence of requisite bid security and such other details, as GIL, at its discretion, may consider appropriate, will be announced at the time of opening.
- 16.3** Bids that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances.
- 16.4** Financial Bids of only those bidders who qualify on the basis of evaluation of technical bid will be opened in the presence of the qualified bidders of their representatives at pre-specified time and date which will be communicated to the qualified bidders well in advance.

17 Clarification of Bids

- 17.1** During evaluation of bids, GIL may, at its discretion, ask the Bidder for a clarification of its bid. GIL may also ask for rate analysis of any or all items and if rates are found to be unreasonably low or high, the bid shall be treated as non-responsive and hence liable to be rejected. The request for a clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

18 Preliminary Examination

- 18.1** GIL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 18.2** Prior to the detailed evaluation, pursuant to ITB Clause 19, GIL will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which confirms to all the terms and conditions of the bidding documents without material deviation. Deviations from or objections or reservations to critical provisions such as those concerning

Performance Security, Applicable law and Taxes and duties will be deemed to be material deviations. GIL determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

- 18.3 If a Bid is not substantially responsive, it will be rejected by GIL and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 18.4 Conditional bids are liable to be rejected.

19 Technical and Commercial evaluation

- 19.1 DGP/GIL will form an evaluation Committee or it may be done by IT Committee which will evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, DGP/GIL, may, at its discretion, ask the bidders for clarification of their Technical Proposals.
- 19.2 The bidders are expected to provide all the required supporting documents & compliances as mentioned in this RFP. Any deviation from the same will lead to the disqualification.
- 19.3 During the technical evaluation, DGP/GIL may seek the clarification in writing from the bidder, if required. If bidder fails to submit the required clarifications in due time, the technical evaluation will be done based on the information submitted in the technical bid. The price bid will be opened of the bidders whose technical bids are fully complied and who have scored 60% in technical evaluation. At any point of time, if DGP/GIL feels that the bidder is hiding any information which will affect the project cost in short or long run, DGP/GIL may reject his bid without assigning any reason or explanation.
- 19.4 Financial bids of only those bidders who qualify on the basis of evaluation of technical bids will be opened. Only without tax values will be considered for financial evaluation.
- 19.5 **Technical Evaluation Criteria:**

| Sr. No | Particulars | Points System | Max Marks | Documents |
|--------|---|--|-----------|---|
| 1 | No. of years since the bidder is engaged in similar IT projects/solutions business, (as on 31.03.2018) | 3 to <5 years = 02 Marks 5 to <7 years = 03 Marks >=7 years = 05 Marks | 05 | Copy of client Certificate + Work Order |
| 2 | Quality Certifications | ISO 9001:2008 for software development = 2 Marks ISO 27001 = 2 Marks ISO 20000 = 2 Marks CMMI 3 = 2 Marks or CMMI 5 = 4 Marks | 10 | Quality Certificates |
| 3 | Average Turnover of company for last 3 years as on 31 st March 2018 (i.e. FY 2015-16, 2016-17 and 2017-18) | 1 to < 3 cr = 04 Marks 3 to < 5 cr = 07 Marks >=5 cr = 10 Marks | 10 | Audited Financial Balance sheet and Profit & Loss statement of last three years as on 31- |

| | | | | |
|----------------------|--|--|------------------|--|
| | | | | 03-2018, CA Certificate from the statutory auditor. |
| 4 | Net worth in the last three financial years (i.e. FY 2015-16, 2016-17 and 2017-18). | Positive net worth for 1 year : 5 Marks, for 2 years : 10 Marks for all three years : 15 Marks | 15 | Net worth certificate in the last three financial years (FY 2015-16, 2016-17 and 2017-18). |
| 5 | No. of “similar” Development projects completed/ongoing in last 3 years each of value more than 10 lakh (i.e. FY 2015-16, 2016-17 and 2017-18) | 3 -4 projects = 05 Marks 5 -6 projects = 10 Marks >6 projects = 15 Marks | 15 | Completion Certificates from the client + Work Order |
| 6 | No. of full time software developers or software professionals engaged in software development life cycle on company’s payroll. | 31-50 = 07 Marks 51-70 = 10 Marks >=71 = 15 Marks | 15 | Valid CA certificate and Bank Statements with salary deduction/ EPF Payment statement |
| 7 | Technical Presentation | | 30 | |
| Total | | | 100 Marks | |
| Cut Off Marks | | | 60 Marks | |

19.6 Technical Presentation Evaluation Criteria:

The bidder will have to give Technical Presentation on the following points as a part of the Technical evaluation.

| Sr. No | Criteria | Marks |
|--------|---|-----------------|
| 1 | Approach & Methodology | 05 |
| 2 | Solution Proposed (Demonstration of understanding of the Department’s requirements) | 07 |
| 3 | Proposed Features of Web and Mobile Application | 07 |
| 4 | Proposed timelines and Deliverables | 05 |
| 5 | Security | 03 |
| 6 | Development and Deployment Platforms | 03 |
| | Total Marks | 30 Marks |

Note: Minimum 60 marks out of 100 (70 Technical + 30 presentation) required to qualify for the financial bid opening.

19.7 Technical Bid Evaluation:

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

19.8 Financial Bid evaluation:

The Commercial bid of those bidders who qualify in the technical evaluation (obtained minimum 60 marks out of 100) will only be opened. All other Commercial bids will not be opened. The Financial bid of the technically qualified bidders will be evaluated. The financial score of a bidder 'Fb' will be assigned to the bidder. 'Fb' will be the total financial quote made by the bidder

Fn = normalized financial score for the bidder under consideration

Fb = commercial quote for the bidder under consideration

Fmin = commercial quote of the lowest evaluated financial proposal

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

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

19.9 Final Evaluation of Bid

Proposals will be ranked according to their combined technical (Tn) and financial (Fn) scores using the weights (T = 0.50 the weight given to the Technical Proposal; P = 0.50 the weight given to the Financial Proposal; T + P = 1). The final evaluation will be based on Final Score which shall be calculated as shown below:

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

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.

20 Contacting GIL/DGP

20.1 Subject to ITB Clause 17, no Bidder shall contact GIL/DGP on any matter relating to its bid, from the time of the bid opening to the time of contract is awarded. If he wishes to bring additional information to the notice of GIL/DGP, he should do so in writing. GIL/DGP reserves its right as to whether such additional information should be considered or otherwise

20.2 Any effort by a Bidder to influence GIL in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the Bidder's bid and also forfeiture of his bid security amount.

E. AWARD OF CONTRACT

21 Post-qualification

21.1 An affirmative determination will be a prerequisite for the award of the contract to the Bidder. A negative determination will result in rejection of Bidder's bid, in which event the department will proceed to the next lowest evaluated bid to make a similar determination of the Bidder's capabilities to perform the contract satisfactorily.

22 Award Criteria

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

22.2 DGP reserves the right to award the contract to the Bidder whose bid may not have been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

23 DGP/GIL's Right to Accept Any Bid and to reject any or All Bids

23.1 DGP/GIL reserve the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for GIL' action.

24 Notification of Awards

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

24.2 The notification of award will constitute the formation of the Contact.

25 Signing of Contract

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

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

26 Performance Security

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

26.2 The Successful bidder has to submit Performance Bank Guarantee @ 10% of total order value within 15 days from the receipt of notification of award from "GIL" from all Nationalized Bank including the public sector bank or Private Sector Banks authorized by RBI or Commercial Bank or Regional Rural Banks of Gujarat or Co-Operative Bank of Gujarat (operating in India having branch at Ahmedabad/Gandhinagar) as per the G.R. No. EMD/10/2018/18/DMO dated 16.04.2018 issued by Finance Department or further instruction issued by Finance department time to time (as per attached Form 8).

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

26.4 If the O & M support required to be extended for further two years after the expiry of warranty of five years then the period of PBG should also be extended.

- 26.5 The proceeds of the performance security shall be payable to DGP as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
- 26.6 The Performance Security shall be denominated in Indian Rupees
- 26.7 Within 15 days of the receipt of notification of award from "GIL", the successful bidder shall furnish the performance security in accordance with the Conditions of the Contract, in the performance security Form provided in the bidding documents in the Performa prescribed in the Tender.
- 26.8 The Performance Security will be discharged by GIL and returned to the Bidder on completion of the bidder's performance obligations under the contract.
- 26.9 In the event of any contract amendment, the bidder shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period.
- 26.10 No interest shall be payable on the PBG amount. DGP may invoke the above bank guarantee for any kind of recoveries, in case; the recoveries from the bidder exceed the amount payable to the bidder.

27 Corrupt or Fraudulent Practices.

- 27.1 DGP requires that the bidders under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, DGP defines for the purposes of this provision, the terms set forth as follows:
 - a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and
 - b) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of DGP, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive DGP of the benefits of the free and open competition;
- 27.2 DGP shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices and same shall be conveyed to Dept of Science & Technology/GIL or black listed by any of the Department of Government of Gujarat in competing for the contract in question.
- 27.3 DGP shall declare a firm ineligible, and black listed either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract. The same shall be conveyed to Dept of Science & Technology/GIL.

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

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

DGP/GIL may issue clarifications to all the bidders as an addendum. Such an addendum shall form a part of the bid document /Contract document.

SECTION III: GENERAL CONDITIONS OF CONTRACT

1 Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- a) "The Contract" means the agreement entered into between DGP and the service provider, as recorded in the Contract Form Signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- b) "The Contract Price" means the price payable to the service provider under the Contract for the full and proper performance of its contractual obligations;
- c) "Services" means to Design, Develop, Implement, testing and maintenance of web application and other obligations of the service provider covered under the Contract;
- d) "GCC means the General Conditions of Contract contained in this section.
- e) "DGP" means Gujarat Schedule Caste Development Corporation availing the service from the SP.
- f) "The Client's Country" is the country named in GCC.
- g) "The SP means service provider" means the individual or firm supplying the and / or Services under this Contract.
- h) "Day" means a working day.
- i) "Critical deliverables" means the deliverables supplies by SP
- j) "Time required for approval" means the time lapsed between the date of submission of a critical deliverables (complete in all respect for all the business functions /services) and the date of approval excluding the intermediate time taken by the Service Provider for providing clarifications/modifications and communication.
- k) "Software" means the design, develop and testing of application as per requirement of DGP.
- l) The "Go-Live" means the Web application is ready in all respect (designing, development, testing & implementation of all modules listed in Scope of work and first used by the citizen/department users.
- m) The "Bid Document" and "Tender Document" are the same.

2 Application

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

3 Country of Origin

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

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

4 Standards

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

5 Use of Contract Documents and Information

5.1 The service provider shall not, without DGP's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the in connection therewith, to any person

other than a person employed by the service provider in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2 The service provider shall not, without DGP's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of DGP and shall be returned (in all copies) to DGP on completion of the service provider's performance under the Contract if so required by DGP.
- 5.4 The service provider shall permit DGP to inspect the service provider's accounts and records relating to the performance of the service provider and to have them audited by auditors appointed by DGP, if so required by DGP.

6 Patent Rights, Copyright

- 6.1 The Service Provider shall indemnify DGP/Gujarat Informatics Ltd against all third-party claims of infringement of copyright, patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.
- 6.2 When the SP will develop any customized solution for DGP as part of project, then the copyright/IPR of that customized solution will be with the DGP/Gujarat Informatics Ltd. The bidder cannot sell or use (fully / partly) that software for his other customers without written consent from Government of Gujarat.
- 6.3 The DGP shall have the right to use the source and customized code for any other Govt. Department/Boards/Corps or entity if required.

7 Delivery of Documents

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

8 Deployment of Software

- 8.1 Service provider must deploy the solution at the places specified by DGP at the time of the contract and ensure smooth running of that solution.

9 Prices

- 9.1 Prices payable to the service provider as stated in the Contract shall remain firm and fixed during the performance of the Contract.
- 9.2 The prices quoted should not be conditional/optional and it should be in line with the technology. The bidder should not submit conditional/optional bids. Conditional/optional bids are liable to be rejected outright.

10 Contract Amendments

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

11 Assignment

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

12 **Delays in the supplier / service provider's Performance**

- 12.1 Delivery of the software and performance of the Services shall be made by the service provider in accordance with the time schedule specified by DGP in the contract document.
- 12.2 If any time during performance of the Contract, the service provider should encounter conditions impeding timely delivery of the Goods and performance of Services, the service provider shall promptly notify DGP in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the service provider's notice, DGP shall evaluate the situation and may, at its discretion, extend the service provider's time for performance with or without a penalty, in which case the extension shall be ratified by the parties by amendment of the Contract. Any such extension of time limit, even if it is due to unforeseen circumstances beyond control of both the SP and DGP, shall be at no extra cost to DGP.
- 12.3 Except as provided under GCC Clause 14, a delay by the service provider in the performance of its delivery obligations shall render the service provider liable to the imposition of a penalty, unless an extension of time is agreed upon pursuant to GCC Clause 12.2 without the application of the penalty.

13 **Termination for Default**

- 13.1 DGP may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the service provider, terminate the Contract in whole or part:
 - 13.1.1 if the service provider fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by DGP; or
 - 13.1.2 If the service provider fails to perform any other obligation(s) under the Contract.
 - 13.1.3 If the service provider, in the judgment of DGP has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

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

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

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

14 **Force Majeure**

- 14.1 Notwithstanding anything contained in the tender, the SI shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.
- 14.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the service provider and not involving the service provider's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchase either

in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 14.3 If a force Majeure situation arises, the service provider shall promptly notify DGP in writing within 10 days of such conditions and the cause thereof. Unless otherwise directed by DGP in writing, the service provider shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

15 Limitation of Liability

- 15.1 In no event shall either party be liable for any indirect, incidental, consequential, special or punitive loss or damage including but not limited to loss of profits or revenue, loss of data, even if the party shall have been advised of the possibility thereof. In any case, the aggregate liability of the bidder, whatsoever and howsoever arising, whether under the contract, tort or other legal theory, shall not exceed the total charges received as per the Contract, as of the date such liability arose, from the Purchaser, with respect to the goods or services supplied under this Agreement, which gives rise to the liability.

16 Termination for Insolvency

- 16.1 DGP may at any time terminate the Contract by giving written notice to the Supplier / service provider, if the Supplier / service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier / service provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to DGP.

17 Termination for Convenience

- 17.1 DGP by written notice sent to the service provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for DGP's convenience, the extent to which performance of the service provider under the Contract is terminated, and the date upon which such termination becomes effective.
- 17.2 The services / software that is complete and ready for rendering / deployment within 30 days after the service provider's receipt of notice of termination shall be accepted by DGP at the Contract terms and prices. For the remaining services, DGP may elect:
- 17.2.1 To have any portion completed and delivered at the Contract terms and prices; and/or
- 17.2.2 To cancel the remainder and pay to the service provider an agreed amount for partially completed services / software and for services / software previously procured by the service provider.

18 Right to use defective software/equipment

- 18.1 If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the software/equipment proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such software/equipment until rectification of defects, errors or omissions by debugging / repair or by partial or complete replacement is made without interfering with DGP's operation.

19 Supplier / service provider Integrity

- 19.1 The service provider is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

20 Supplier / service provider’s Obligations

- 20.1 The service provider is obliged to work closely with DGP’s staff, act within its own authority and abide by directives issued by DGP.
- 20.2 The service provider will abide by the job safety measures prevalent in India and will free DGP from all demands or responsibilities arising from accidents or loss of life the cause of which is the service provider’s negligence. The service provider will pay all indemnities arising from such incidents and will not hold DGP responsible or obligated.
- 20.3 The service provider is responsible for managing the activities of its personnel or sub-contracted personnel and will hold himself responsible for any misdemeanors.
- 20.4 The service provider will treat as confidential all data and information about DGP, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of DGP.

21 Patent Rights

- 21.1 In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in DGP, the service provider shall act expeditiously to extinguish such claim. If the service provider fails to comply and DGP is required to pay compensation to a third party resulting from such infringement, the service provider shall be responsible for the compensation including all expenses, court costs and lawyer fees. DGP will give notice to the service provider of such claim, if it is made, without delay.

22 Proposed timelines for Implementation from the date of issuance of work order (4 months)

| Activity | Timelines in Weeks | Deliverables |
|--|---------------------|---|
| T=Date of Signing of Contract | | |
| Project Initiation & Team Mobilization | T1= (T +1) | <ul style="list-style-type: none"> ♦ Detailing of Project Plan ♦ Detailing of Resource Profile |
| Conceptualization, As-Is, BPR and To-be | T2= (T1 + 2) | <ul style="list-style-type: none"> ♦ Conceptualization report (Identification of the services in consultation with DGP) |
| | T3= (T2+2) | <ul style="list-style-type: none"> ♦ User Requirement Specifications Report ♦ As-Is Report, Business Process Re-engineering Report, To-Be Report |
| Procurement of System Software like Server OS, Database etc. | T3= (T2 +2) | <ul style="list-style-type: none"> ♦ Paper license certificate in the name of dept. |
| Completion of Design, Development & Coding of Web and Mobile Application | T4= (T3+8) | <ul style="list-style-type: none"> ♦ Software Requirement Specifications Report ♦ Architecture & DB design Report ♦ Source Code ♦ Deployment Plan |
| Testing & UAT | T5= (T4+2) | <ul style="list-style-type: none"> ♦ Test Cases ♦ Test Reports |

| | | |
|---|--------------------------|--|
| | | <ul style="list-style-type: none"> ♦ UAT Sign-off Certificate ♦ Production environment source code |
| Application Training & Handholding Support of all the modules | T6= (T5+1) | Training & Change Management report, Training Schedule / Plan, Satisfactory Training Completion Feedback Report |
| Commissioning & Go-Live | T7= (T6+2) | Certificate of successful commissioning |
| 5 years Warranty period for Operation and Maintenance support after Go-Live | T8 = (T7+5 years) | Operation and Maintenance support for five years after Go-Live |

23 Payment Schedule

| Sr.No | Activity | Payment (%) |
|-------|---|---|
| 1 | Conceptualization, URS, As-Is, BPR and To-be | 20% of payment will be released as per Annexure A, if completed within the time frame mentioned in RFP |
| 2 | Procurement of System Software like Server OS, Database etc. | 100% payment for supply system software like Server OS, Database etc. (open source) and submission of the licenses details and verified by DGP office as per Annexure B |
| 3 | Completion of Design, Development & Coding of Web and Mobile Application | 30% of payment will be released as per Annexure A, if completed within the time frame mentioned in RFP as per |
| 4 | Testing & UAT | 20% of payment will be released as per Annexure A, if completed within the time frame mentioned in RFP as per |
| 5 | Training of officials and Handholding Support | 15% of payment will be released as per Annexure A, if completed within the time frame mentioned in RFP |
| 6 | Commissioning & Go-Live | 15% of payment will be released as per Annexure A, if completed within the time frame mentioned in RFP |
| 7 | ATS/AMC of Database & Server OS Licensing (Open Source software) | Paid yearly after end of each year. As per Annexure C |
| 8 | 5 years Warranty period for Operation and Maintenance support after Go-Live | equally in each quarter, Payment will be divided into 20 quarterly installments as Successful bidder quoted in Annexure D |

- 24 Unconditional Bid**
24.1 Bidders shall not put any condition of any kind in the Technical and Financial Bid, failing which the bid shall be rejected as non-responsive.
- 25 No Variable Cost in Financial Bid**
25.1 Bids with the variable costs / rates shall not be considered and shall be rejected as non-responsive at the discretion of DGP.
- 26 Resolution of Disputes**
26.1 In this regard DGP doesn't go for any arbitration on dispute and DGP's decision will be final and binding on the service provider.
- 27 Governing Language**
27.1 The contract shall be written in English language. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.
- 28 Applicable Law**
28.1 The Contract shall be interpreted in accordance with the laws of the Union of India and that of State of Gujarat.
- 29 Taxes and Duties**
29.1 Service providers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc. incurred until delivery of the contracted software/services to DGP office. However, GST in respect of the transaction between DGP office and the service provider shall be payable extra as on actual at the time of invoicing.
- 30 Binding Clause**
30.1 All decisions taken by GIL regarding the processing of this tender and award of contract shall be final and binding on all parties concerned.
- 31 Subcontract/Outsource**
31.1 As per the provision in Electronics & IT/ITeS Start-up Policy Resolution No. ITS/10/2015/5284/IT dated 6th June, 2016 issued by Department of Science & Technology; in e-Governance project undertaken by Government Departments or its Boards, Corporations or parastatal bodies getting grants from the Government, the chosen solution provider or system integrator will pass on job work or will outsource part of the work of a value ranging between 5% to 10% of the contract value to the eligible startups and to students of shortlisted Technical Colleges in Gujarat. In such arrangements, the responsibility of meeting SLAs (Service Level Agreements) will continue to belong to the solution provider or the system integrator.

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

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the SP to DGP for the duration of the contract for providing Applications, Training, Operation and Maintenance support against the stated scope of work. DGP shall regularly review the performance of the services being provided by the SP and the effectiveness of this SLA.

Definitions

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

- "Uptime" shall mean the time period for which the specified services / components with specified technical and service standards are available to DGP and users. Uptime, in percentage, of any Central IT component can be calculated as:
$$\text{Uptime \%} = (\text{uptime}) / (\text{Total Time} - \text{Maintenance Time}) * 100$$
- "Downtime" shall mean the time period for which the specified services / components with specified technical and service standards as per SLAs are not available to DGP and users and excludes the scheduled outages planned in advance for the DGP central IT infrastructure.
- "Incident" refers to any event / abnormalities in the functioning of DGP specified services that may lead to disruption in normal operations of DGP services.
- "Response Time" shall mean the time taken (after the incident has been reported at the concerned reporting center), in resolving (diagnosing, troubleshooting and fixing) or escalating to (the second level, getting the confirmatory details about the same and conveying the same to the end user), the services related troubles during the first level escalation.
- The resolution time: the resolution time is the time taken for resolution of the problem and this includes provisioning of the work around to immediately recover the situation. The resolution time shall vary based on the severity of the incident reported.

1.1 Categories of SLAs

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

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

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

1.1.1 Implementation related penalty of service levels

Development of Solution

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

| Service Category | Target | Severity | Penalty |
|---|--------------------------|----------|--|
| Successful completion of Development of solution. | As per delivery Schedule | Critical | A Penalty of 0.5% of contract value of Software per week delay, upto maximum of 10%. |
| Testing & UAT of all the modules | As per delivery Schedule | Critical | A Penalty of 0.5% of contract value of Software per week delay, upto maximum of 10%. |
| Product Training & Handholding Support of solution. | As per delivery Schedule | Medium | A Penalty of 0.5% of contract value of Software per week delay, upto maximum of 10%. |
| Commissioning & Go-Live | As per delivery Schedule | Medium | A Penalty of 0.5% of contract value of Software per week delay, upto maximum of 10%. |

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

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

1.1.2 Operational Related Penalty

For Software Uptime

| No | Measurement | Target | Penalty |
|----|--|--------|--|
| 1 | Application Availability Downtime required for maintenance, new initiatives undertaken by SP or for Performance enhancement measures shall not be considered while calculating product availability. All major maintenance shall be carried out in a planned manner after announcing it across the platform. Any planned shutdown will be done only between 9 pm and 8 am. | >= 99% | INR 1,00,000 for every 12 hours of downtime at a stretch or in parts on a quarterly basis. And INR 10,000 for every subsequent hour of downtime at a stretch or in parts for total down time more than 12 hours on a quarterly basis. |

SECTION V: SCOPE OF WORK

The Scope includes System Analysis, design, development, testing, implementation and maintenance of web and mobile application for Office of the Director General & Inspector General of Police of Home Department.

Office of the Director General & Inspector General of Police intends to develop web/mobile based Decision Support System (DSS) for Deployment of SRPF unit

Background

The State Reserve Police Force (SRPF) is an armed Force of Gujarat. The SRPF's primary role to maintain law and order and deal with any disturbance or other emergency in the State. The State Reserve Police Force, trained more or less on Military lines and equipped with modern weapons, has been organized under the Bombay State Reserve Police Force Act, 1951 and is constituted into Groups and posted at different centers in the State. All the Groups of the State Reserve Police Force are under the administrative control of the Director General of Police, Armed Units. The constitution and working of these Groups are given in the State Reserve Police Act, and the rules framed there under, as also circular orders issued from time to time.

A state armed police Groups are divided into companies. A company is further sub-divided into platoons and platoons into sections. Ordinarily, three sections constitute a platoon and three platoons a company.

Each Group being under the control of a Commanding Officer or the Commandant of the rank of Superintendent of Police assisted by necessary staff of officers of different ranks.

Objective of the System

- Effective monitoring of SRPF unit
- Decision support system
- Ensured fully calculated and analyzed groups deployment decisions
- Increase the efficiency of the Department
- Ensured faster clearance of tasks
- Reduced chances of error

Project Background

Office of the Director General & Inspector General of Police of Home Department intends to development of web/mobile based application for Computer Based Decision Support System (DSS) for Deployment SRPF unit. It is required to develop a web/mobile based application to manage and monitor day to day SRPF unit request from District Police offices of Gujarat and others, processing/ transfer requests to concerned officers for approval/processing and dashboard to provide real time decision for available of SRPF company/platoon/section.

The primary scope of the project is to develop a fresh and customized web/mobile based application covering workflow of SRPF unit. To digitize the functional operations of the SRPF

The key stakeholders and users of the proposed application are:

| Application Owner | Application Users |
|--|--|
| Office of the Director General & Inspector General of Police of Home Department | <p>Internal Users: Approx. 80 users (Police Districts (SP offices(36) + Police Commissioner offices (4) (Ahmedabad, Baroda, Rajkot, Surat) = 40 users), No. of SRPF Groups : 21 Groups (21 users) + Police Range Offices (9) + DGP offices (10-15 users)</p> <p>External Users: others Govt. bodies, Citizens, Company, etc.</p> <p>Each SRPF Group has several companies (seven to eight companies) consisting of 120 to 150 police officers and headed by Commandant. Each company has 3 platoons and each platoon has 3 sections. Total Company: 120</p> |

The workflow of the proposed system is expected to cater following functional operations:

The workflow works closely with identity and access management module and shall provide configurable workflows and processes. The module should cater to both web based channel and as mobile apps.

1. Availability Group wise SRPF unit Company/Platoon/Section
2. Demand SRPF unit Company/Platoon/Section
3. Deployment status of Company/Platoon/Section with district/city/unit
4. Group wise Deployment status
5. Reason for Deployment
6. Summary report available company/platoon/section with district/city/unit
7. Attendance report of company/platoon/section with district/city/unit
8. Group wise access to modify information of company/platoon/section

Key Components of Scope of Work

| S. No. | Component | Scope of Work |
|--------|---|--|
| 1. | Development of Mobile and Web based Application | Requirement Analysis, Design, Development, Customization, Integration, Testing and Go-live. |
| 2. | Development of Services | Services for Demand request for SRPF, Real time Dashboard for status of SRPF company/platoon/ section, Generate Online Order for deployment of SRPF, etc. SP has to design/develop online eforms for Demand request for SRPF unit and online order for deployment of SRPF in consultation with the DGP office. |

| | | |
|----|--|---|
| 3. | Hosting Application | <p>The Application/Database will be hosted in State Data Center as per provisions provided by Department of Science & Technology. State Data Center will provide computing infrastructure on x86 platform. The bidder has to develop the application compatible with x86 platform. However, the SP is required to provide the software (server operating system and database software) for actual running the application on x86 platform with 5 years of AMC/ATS and also perform the software and other related installation / configuration at SDC. SDC will provide required SSL Security Certificate.</p> <p>The hosting of the mobile application on major app stores will be done by the DGP/GIL</p> |
| 4. | 3 rd Party Audit of Application | <p>The SP shall be responsible to get application security audited by CERT-In Empanelled application security Auditors before hosting the application at SDC (State Data Center) and submit the Security Audit Clearance Certificate issued by CERT-In Empanelled Security Auditors. The expenditure of security audit will be barred by DGP office.</p> |
| 5. | Training | Training to approx. 100 Master Trainers |
| 6. | Support for 5 years | Provide maintenance support for web and mobile application for a period of 5 years from the date of go-live |

Indicative statistics

Each SRPF Group has several companies (seven to eight companies) consisting of 120 to 150 police officers and headed by Commandant. Each company has 3 platoons and each platoon has 3 sections. Total Company: 120

List of Indicative modules

- Registration Process
- Login
- Dashboard
- Admin form (assigned activities based on roles and responsibility)
- Demand Request
- Processing application
- Deployment order
- Establishment system
- Send notification through SMS/Email

User Authentication, Registration module

- The users will first time registration with basic details. In registration process, users can register online with submitting basic details like First Name, Middle Name, Last Name, Birth Date, Mobile Number, Email etc. The authentication will made online through OTP password. After submitting the details, users will get system generated userid and password on their email and/or registered mobile. Allow users to change default password with their own password.
- The system shall able to generate a captcha code which needs to be filled by the users for login System should have also provision for biometric Aadhaar based authentication in future if required.
- Periodic Password change policy

Application Processing and Workflow Management

- Both internal and external users will make online request (demand) for SRPF unit company/section/platoon through the application/mobile.
- The filled eForms/online form will be routed dynamically to the concerned authority for processing the forms depending upon the assigned role.
- Enable the employees of DGP office to view application details, download the documents and verify the documents uploaded by the users. Based on the information and documents received online, Department officers will approve/reject applications. If officers require more information/clarification or required further informations/documents they will generate query within the system. The users will also get query within the system and allow users to send back required clarifications or informations/documents to correct the application through the system.
- Enable the users to view the approval status using their login in e.g. submitted, in process, query and approved/ reject.
- In case of rejection of application, the remarks stating the reason for rejection shall be mandatory to be filled-in by the concerned officers.
- The system shall also allow officers to upload pdf/jpg documents to the system.
- All the eForms along with the attachments will be stored in the electronic repository and facility to archive the applications depending upon the access rights
- DGP office will approve or reject request the basis of verification of data and attached documents.
- The system shall allow the officers to prepare an online order for deployment of SRPF unit company/platoon/section and intimate to concerned officers (: SRPF Groups, Police Districts/CP offices) of department.
- The system shall intimate the users through SMS/Email

Features for proposed application

- To provide interface for data entry for filling up and submission of Application Form online with data validation.
- The system shall provide the necessary help for the critical form fields to users as guidance while filling the form
- Provide facility to upload the supporting checklist documents (PDF/JPG files)
- The system shall provide the functionality to check whether mandatory fields in an e-Form are dully filled-in. In case of any discrepancy the system shall provide necessary error message for correction

- The system shall allow users to save & modify an e-Form till it is submitted for further action
- After successful submission, a unique service request number for the application should be generated and users will get an acknowledgement for successfully submission of application with unique application number through SMS/Email.
- The system shall notify the user through SMS /email during every stage of application processing
- Users will use this unique application number to view the status of their application or any future communication with DGP office.
- The system shall have the date & time stamping facility for each and every transactions done through the system

Services

- Online availability and maintenance of employees
- Online demand request for SRPF unit (companies)
- Approval and verification of requests
- Online order for transfer and posting of personnel

Ability to generate Office Orders through print / emails of transfers with intimation to employee and office(s) concerned.

- Transfer details of individual (Classification (Rank wise))
- Decision Support information
- Reporting information
- SRPF personnel present days
- MIS

Indicative MIS Registers (Reports) but not limited to:

Any item of data needs to be entered once and is then should be made available as often as necessary to all the MIS Registers that need to use it. Following mentioned registers, some of the information's will available from already entered information or available databases and may be some of the information will enter manually as information available in physical documents.

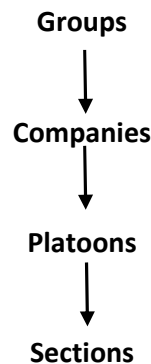
Management Information System to generate reports for monitoring of the activities. System should generate the Daily/Weekly/Monthly/Yearly and district wise reports of the services For example:

The officers transfer and posting are required to be calculated dynamically through proposed new system based on the requirements.

SP has to create an interface (online Register) for following type of information;

- Group Master Register (SRPF Group Name, No. of Active Companies, Address, District, Range, Group Main officer Name)

- Place Master (Place Name, Country, State, Police-station, Range, SRPF Range, Outside headquarter)
- Company Master (SRPF Group Name, SRPF Company Name, Remarks, SRPF Main officer Name)
- Deployment Register (Group, Deployment Company, place, address, from date, time, no. of days, type of duty, reason, remarks)



Reports

Creation of various reports as desired by the SRPF should be prepared by the SP.

- SRPF range/group wise report
- City/district/range/unit wise report
- Bandobast wise report (i.e, Law Order Deployment, AMC duty, Exam duty, etc.)
- Main unit and Reserve wise report
- Summary report
- Deployment day report
- Day to day report
- Establishment report
- Every Group : company details
- SRP/Border Wing Home Guards company available on Group
- Transfer details of individual
- Details of unit/ office movement
- Details of office type and area of its locations.
- Deployment of Companies
- Deployment city/district/unit
- Company/Platoon/Section deploy with reasons
- Status City/District/Unit wise company/platoon/section available
- Summary report of company/platoon/section – city/district/unit
- Present days report company/platoon/section – city/district/unit
- Para military force deployment city/district/unit report

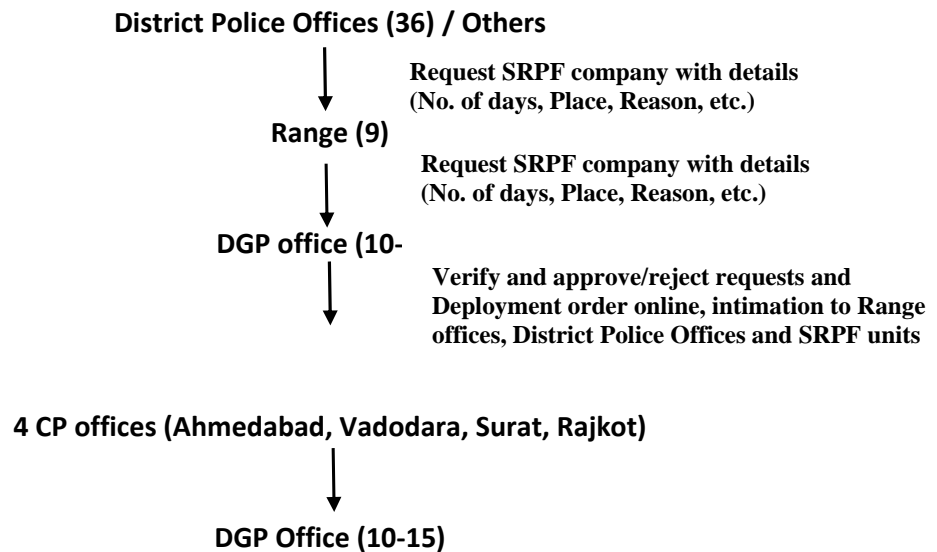
Note: Indicative report formats attached at Section 12. These are indicative forms and actual formats of forms will be provided at the time of system study. Format of forms/reports may be change at the time of SRS and during O & M period.

Establishment Report (filled Post, Vacant Post)

ADGP, IGP, DIGP, SP, SPS, ASP, DySP, PI, PSI, ASI, Head Constable, Constable, LR
Approx.: 50,000 to 60,000 employees

City District wise reports

Workflow



Demand SRPF (Input)

- SRPF Ranges/Groups
- Para- Military Forces
- District/Range/City/Unit
- Bandobast List

Processing

**Deployment/Movement to District/Range/City
(L&O Duty, Exam bandobast, on-payment demand, etc.)**

Objective of Mobile Application

- To provide Real time dashboard
- Fast approval of requests
- Functionalities and features of both proposed Mobile and web application are same only way of accessing is different. However, the SP has to follow the design, development, technical standards, framework, security features specified in the guidelines of GoG/Gol/DST.

Language Support

The Mobile application should be in English and Gujarati languages. Caption (Labels) will be in Gujarati/English but posting figures are in English language.

Application Platforms

The mobile app will be developed on the following platforms for mobiles

- iOS (Apple)
- Android (Google)

Department officers can simply download the native mobile application on their smartphone from respective stores. The web application and mobile application will have authentication process for new user by creating an account or for existing users to login using existing account.

The backend system will be managed by two backend users – Super Admin & Admin. Super Admin will manage all the information required to display at web application and mobile end.

Backend system admin will be able to update and manage following modules:

- Management of department users
- Assigned Roles and responsibilities
- Change workflow of systems
- MIS Reports
- The admin will be able to generate customized MIS reports from backend system.

Dashboard

After successful login into the system, officers will be able to view dashboard contains the Real time information with statistics Reports (. Information will be available in English and Gujarati as per context.

User Management (With Roles & Responsibilities):

There will be different types of users who will be using this system.

Super Admin will be able to manage all the users, their profile details & assign roles to access the modules of the system.

Services to be provided by the SP

- Design, Development and Maintenance of the Mobile and Web application
- Ensure developed application services meets guidelines and standards in terms of security features, application architecture etc.
- Study input data and report requirements
- Collect existing forms and report formats
- Prepare cases scenario
- Assess existing applications from the perspective of integration with other application.
- Design application screens, forms, modules and develop the application as per the requirements
- System should have capability to integrate with existing website of Home Department

Basic Features of the System

1. Browser and Mobile based access
2. Ability to access on a 24 x 7 basis
3. Time out feature in case of inactivity on an open window
4. Language support – English & Gujarati

The expected functions are

1. The SP has to develop a fresh and customized Web and Mobile application
2. Mobile app should be developed as native applications for IOS and Android
3. Functionalities and features of both Mobile and web application are same.
1. The Application need to be developed in both English & Gujarati language.
2. Gujarati typing should be in Standard Unicode Indic Gujarati font. Unicode format should be used for data storage and Gujarati language display and support. The solution proposed should be Unicode compliant.
3. The System should be user friendly and scalable.
4. Compatible with the major web browser like Chrome, Mozilla Firefox, Internet Explorer, Safari, Opera etc.
5. Personalized home pages with Dash Boards and all workflow items.
6. Provision for user based access, roles and privileges
7. System should have the configurable front end.

8. Carry out all necessary changes in application, functionality of software, technology, tools, accordingly if Department or State Government issue any kind of new Guidelines, Rules, Amendments, Notifications , Government Orders.
9. The solution should be built on Open Standards and Open source and compliance with industry standards.
10. Information Security i.e. Integrity, Confidentiality & Availability of data to be maintained
11. SP can propose solution with best functionality and features based on the high level requirements given in RFP.
12. The solution must provide for the ability to securely store critical data so that database administrators or any unauthorized users do not have access to items such as transaction information, passwords, user profiles and other critical items.
13. The SP shall deploy mutually agreed number of resources at DGP office, Gandhinagar to deliver the services as mentioned in this RFP and meet the SLA during the O&M period.
14. Source code/customized code needs to be shared and handed over successfully to the DGP office at the time of completion of AMC contract.
15. System should have offline capability in Mobile application and system has to allow data capture locally and sync it with the central database when the system is online.
16. Govt. Gujarat has account on Google and Apple store. The SP has to provide required code/apk/information for hosting on app stores.
17. An audit trail of changes to data in the system shall be maintained to identify the users responsible for the modification. There should be a facility to create reports on audit logs.
18. The system should have features to send alerts/notification and message on SMS and email for work flow events of the system
19. SMS Gateway will be provided by the DGP office. However, bidder has to develop the necessary interface.
20. O&M Support, the SP has to propose the appropriate team to achieve the requirement of DGP office and maintain quality standard also.
21. The Application and Database Server will be hosted in State Data Center, as per provisions provided by Department of Science & Technology

Training to all the internal users

SP shall provide hand holding training support to DGP office personnel at zone wise. In this the target users are trained on the system. Classroom training, hands on training are provided along with the required documentation and help features for the system. Training will be done for two types of users separately (Users of the application and IT team for Administration of the application).

Number of Master Trainers: 100 approx.

- DGP office will provide the necessary space and infrastructure for training.
- Training will happen at 4-5 zonal location which will be decided in consultation with DGP office.

- The logistic for the trainer will be arranged by the SP. However the logistic for the master trainers will be arranged by the DGP office.

Operation and Maintenance support (for 5 years)

SP shall maintain the developed Mobile and Web application and ensure that it is bug-free, running efficiently and simultaneously incorporate necessary changes in the application functionality as required and approved by DGP office during the maintenance period of 5 years.

The SP is expected to carry out all changes that are required due to change in functionalities, forms, reports, etc. during the Operation and Maintenance period of 5 years. No additional cost to the DGP office for the entire O & M period.

Operation and Maintenance support includes:

- Debugging & fixing of problems arising in the running applications
- Tuning and code changes for optimal performance
- Enhancement/modification as change in business rules
- Data Validation/correction
- Changes in functionality, workflow, reports, forms, etc.
- Fix the operational problems
- Perform error handling while running the application.
- Backup/Restore data
- Training
- MIS Reports

Non-Functional Requirements

| Non-Functional Parameters | Description |
|----------------------------------|--|
| Scalability | The architecture is capable to take care of high volume traffic |
| Extensibility | The design of the software should allow for easy addition of new functionality. This extension of functionality or features should be with minimal changes to the existing software. |

| | |
|---|---|
| Performance | The performance of the application is expected to be monitored on an ongoing basis. This will help to forecast the traffic/data load for the future. This will serve as input to scale up the existing infrastructure. |
| User Friendly GUI | The GUI of the application should be user friendly, intuitive and rich with features. |
| Language | Language should be in English and Gujarati |
| Security | Security has to be an important design consideration. The system must address following: <ul style="list-style-type: none"> ▪ Authentication ▪ Authorization ▪ DoS attack ▪ SQL Injection ▪ Data Tampering and other ways to security threat |
| Role Based Access Management and Data Access Restrictions | System functionality access will be provided at the role and location level In order to restrict the information access, system will ensure user will have access to the information he/she is entitled to. |
| Open Standards | The solution should be built using Service oriented, Open Source, Open Standard Architecture and compliance with industry standards. |

Project Deliverables

The suggested (but not limited to) list of deliverables from the successful bidder includes:

- Document containing detailed user requirement specifications, As-Is, Business Process Re-engineering, and To-Be report.
- Software Requirement Specifications Report, Architecture & DB design Report
- Test Cases, Test Reports, UAT Sign-off Certificate
- Complete Source Code, library files, DLL's, Setup programs with documentation.
- Software Testing Documentation (including details of defects/bugs/errors and their resolution)
- The SP has to give complete demonstration of final running application.
- Training Plan, Training Manuals and literature

Exit Management Plan

- After completion of 4th year of Maintenance, DGP office shall identify and propose its Information Technology operations team to take over the software maintenance activities from the SP
- The SP shall create a detailed plan for Capacity Building required at DGP office to manage the application and a Transition Plan (implemented over a minimum period of 1 year) to affect the handover to DGP office; and implement the same in collaboration with the DGP office before the completion of their engagement.

- The SP shall handover all the documents, source codes to DGP office's IT Team during the 5th year of operations. This will include training and transfer of Intellectual Property, Knowledge Transfer related to maintenance as per DGP office's requirement

1. Form 1: Bid Proposal Form

Date:

Tender No:

To

Dear Sir,

Having examined the Bidding Documents including Addenda Nos. _____ (insert numbers, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to render **“Selection of Service Provider for Analysis, design, development, testing, implementation and maintenance of web and mobile application for Office of the Director General & Inspector General of Police of Home Department.** in conformity with the said bidding documents for the same as per the technical and financial bid and such other sums as may be ascertained in accordance with the Financial Bid attached herewith and made part of this bid. We have not placed any condition for the bid on our part and agree to bind ourselves to the terms and conditions of this tender unconditionally. Any conditions placed by us elsewhere in the present bid are hereby withdrawn unconditionally.

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

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

We agree to abide by this bid for a period of 180 (One hundred and eighty only) days after the date fixed for bid opening of the Instruction to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Name:

Address: _____

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

Dated this _____ day of _____ 2018

Signature

(in the capacity of)

Duly authorized to sign Bid for and on behalf of _____

2. Form 2: Particulars of the Bidder's organization

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

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

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

4. Form 4: Financial strength of the bidder

| Financial Year | Turnover (Rs. In Cr) | Audited Accounts uploaded (Yes/No) |
|-----------------------|-----------------------------|---|
| 2015-16 | | |
| 2016-17 | | |
| 2017-18 | | |

5. Form 5: Details of completed/ongoing web/mobile/portal Applications projects (Excluding Hardware and Manpower projects) each of value more than 10 lacs in the last three years (2015-16, 2016-17, 2017-18)

| Name of department (with address contact persons and numbers) | Brief Description of projects | Responsibility or role of the Bidder in the Project | Order value (Rs) | Completion Date |
|--|--------------------------------------|--|-------------------------|------------------------|
| | | | | |
| | | | | |

(Please attach relevant client certificates + Work Order)

6. Technical Proposal, Description of the Approach, Methodology and Work Plan for Performing the Assignment

7. Financial Bid

Financial Bid Format

| Sr. No. | Description | Total Amount (Rs.) |
|--------------------------|--|--------------------|
| 1 | Cost of Designing, Development and Deployment and Go-Live of the Web and Mobile Application Annexure A | |
| 2 | Cost of the License software required i.e. Database, Server OS etc. Annexure B | |
| 3 | Cost of AMC/ATS of the License software required for application i.e. Database, Server OS etc for five years Annexure C | |
| 4 | Cost of Operations and Maintenance support for five years after Go-Live Annexure D | |
| Grand Total (Rs.) | | |

Note:

- All taxes are extra as applicable at the time of invoicing.
- For financial evaluation, Total price of Sr. No. 1 to 4 will be considered.
- The cost of the above parts should be matched with the breakup of each component mentioned in Annexures.

Annexure A: (Line Item 1)

| Sr. no. | No Item Description Original | Total Man-month Effort | Rate per man-month | Total amount (Rs.) |
|---------------------------|--|------------------------|--------------------|--------------------|
| | | A | B | C= A*B |
| 1. | Conceptualization, As-Is, BPR and To-be, URS | | | |
| 2. | Design, Development & Coding of Web and Mobile Application, SRS, DB Design | | | |
| 3. | Testing & UAT | | | |
| 4. | Training & Handholding Support | | | |
| 5. | Commissioning & Go-Live | | | |
| Total Amount (Rs.) | | | | |

Annexure B: (Line Item 2)

One time Cost of Software Licenses required for running the application

| Sr. No. | Item (License Software) | Qty | Unit Price | Total Amount |
|--------------------------|-------------------------|-----|------------|--------------|
| | | A | B | C=A*B |
| 1 | | | | |
| 2 | | | | |
| | | | | |
| Grand Total (Rs.) | | | | |

Annexure C: (Line Item 3)

ATS/AMC of the Licenses required for running the application

| Sr. No. | Item (License Software) | Qty | Unit Price | AMC/ATS price for 1 year (Rs.) | Total amount for five years |
|--------------------------|-------------------------|-----|------------|--------------------------------|-----------------------------|
| | | A | B | C=A*B | D= C*5 |
| 1 | | | | | |
| 2 | | | | | |
| Grand Total (Rs.) | | | | | |

Annexure D: (Line item 4)

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

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

8. Form 8: Performance Bank Guarantee

(To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.

Date:

To

Name & Address of the DGP/Purchaser/Indenter

Dear Sir,

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

..... having Principal Office at (hereinafter referred to as the "SELLER"

which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the supply of

_____ by issue of Purchase Order No..... Dated issued by

Gujarat Informatics Ltd. ,Gandhinagar for and on behalf of the OWNER/PURCHASER and the same having been accepted by the SELLER resulting into CONTRACT for supplies of

materials/equipments as mentioned in the said purchase order and the SELLER having agreed to provide a Contract Performance and Warranty Guarantee for faithful performance of the

above-mentioned 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 above-mentioned 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 above-mentioned 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 _____ 2018

Signed and delivered by

For & on Behalf of
Name of the Bank & Branch &
Its official Address

List of approved Banks:

All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. No. EMD/10/2018/18/DMO dated 16.04.2018 issued by Finance Department or further instruction issued by Finance department time to time.

9. Form 9: Format of Earnest Money Deposit in the form of Bank Guarantee

Ref:

Bank Guarantee No.

Date:

To,
Director (e-governance)
Gujarat Informatics Limited
Block No. 2, 2nd Floor,
C & D Wing, Karmayogi Bhavan
Sector - 10 A, Gandhinagar – 382010, Gujarat, India

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the Tender no: XXXX for "**Selection of Service Provider for Analysis, design, development, testing, implementation and maintenance of web and mobile application for Office of the Director General & Inspector General of Police of Home Department**". 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 -----2018.

THE CONDITIONS of this obligation are:

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

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

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

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHASER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things. The Bank also agree that the OWNER/PURCHASER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding

against the SELLER and 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

List of approved Banks:

All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. No. EMD/10/2018/18/DMO dated 16.04.2018 issued by Finance Department or further instruction issued by Finance department time to time.

10. Form 10: Self Declaration

The

-----,

Sir/Madam,

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

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

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

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

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

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

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

We have not been under a declaration of ineligibility for corrupt and fraudulent practices, and / or black-listed or debarred at least for three years (excluding the current financial year) by any Government Department / State Government / Government of India / Board / Corporation / Government Financial Institution in context to purchase procedure through tender. We have not imposed any condition in conflict with the tender condition if it is found it should be treated as withdrawn.

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

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

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

Dated this _____ day of _____ 2018

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

**11. Form 11: FORMAT OF AFFIDAVIT
(TO BE SUBMITTED PHYSICALLY)**

(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

- 1) 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.
- 2) I / We have submitted following Certificates / 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 | |

- 3) All the Certificates / Permissions / Documents / Permits / Affidavits are valid and current as on date and have not been withdrawn / cancelled by the issuing authority.
- 4) 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 / Permissions / Documents / Permits / Affidavits is / are found to be invalid / wrong / incorrect / misleading / fabricated / expired or having any defect.
- 5) I / We further undertake to produce on demand the original Certificate / Permission / Documents / Permits for verification at any stage during the processing of the tender as well as at any time asked to produce.
- 6) 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.
- 7) My / Our firm has not been banned / debarred / black listed at least for three years (excluding the current financial year) by any Government Department / State Government / Government of India / Board / Corporation / Government Financial Institution in context to purchase procedure through tender.
- 8) I / We confirm that I / We have meticulously filled in, checked and verified the enclosed documents / certificates / permissions / permits / affidavits / 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.

- 9) The above certificates / documents are enclosed separately and not on the Proforma printed from tender document.
- 10) 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].
- 11) 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.
- 12) I / We have physically signed & stamped all the above documents along with copy of tender documents (page no. --- to --).
- 13) 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.
- 14) My / 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 .
- 15) I / We hereby commit that we have paid all outstanding amounts of dues / taxes / cess / charges / fees with interest and penalty.
- 16) 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)

12. Form: 12 Indicative Annexures but not limited to:

| Group Wise SRPF Deployment | | | | | | | | | | | Date: | | | | |
|----------------------------|------------------|-------------|-----|-----------------|----------|----------|-------------------------|----------|---------------|----------|---------|---------------------|--------------------|---------|-----------------|
| Sr. | Company Location | Total Coys. | Coy | Available At HQ | | | Date of Available At HQ | Coy | Deployed SRPF | | | Place Of Deployment | Date Of Deployment | HQ Days | Deployment Days |
| | | | | Company | Platoon | Section | | | Company | Platoon | Section | | | | |
| 1 | Godhara | 7-0-0 | A | 1 | 0 | 0 | 20/07/2018 | A | | | | | | | |
| | | | B | 1 | 0 | 0 | 11/07/2018 | B | | | | | | | |
| | | | C | 1 | 0 | 0 | 11/07/2018 | C | | | | | | | |
| | | | D | 1 | 0 | 0 | 20/07/2018 | D | | | | | | | |
| | | | E | 1 | 0 | 0 | 25/06/2018 | E | | | | | | | |
| | | | F | 1 | 0 | 0 | 20/07/2018 | F | | | | | | | |
| | | | G | 1 | 0 | 0 | 10/06/2018 | G | | | | | | | |
| Total | | | | 7 | 0 | 0 | Total | 0 | 0 | 0 | | | | | |
| 2 | Gondal | 7-0-0 | A | 1 | 0 | 0 | 20/07/2018 | F | 0 | 0 | 1 | Ahmedabad City | 11/07/2018 | | |
| | | | B | 1 | 0 | 0 | 11/07/2018 | F | 0 | 2 | 0 | Jail Amreli | 22/06/2018 | | |
| | | | C | 1 | 0 | 0 | 15/07/2018 | F | 0 | 0 | 2 | Gandhinagar | 11/05/2018 | | |
| | | | D | 1 | 0 | 0 | 15/06/2018 | | | | | | | | |
| | | | E | 1 | 0 | 0 | 25/06/2018 | | | | | | | | |
| | | | F | 0 | 0 | 0 | | | | | | | | | |
| | | | G | 1 | 0 | 0 | 10/06/2018 | | | | | | | | |
| Total | | | | 6 | 0 | 0 | Total | 1 | 0 | 0 | | | | | |

| Available SRPF Force at HQ | | | | | | |
|----------------------------|------------|-----------|------------|---------|---------|---------|
| Sr | Group Name | Loaction | Coys at HQ | Company | Platoon | Section |
| 1 | SRPF GR 1 | Vadodara | A | 1 | 0 | 0 |
| | | | C | 0 | 1 | 0 |
| | | | D | 1 | 0 | 0 |
| | | | F | 1 | 0 | 0 |
| | | | G | 0 | 0 | 2 |
| Total | | | | 3 | 1 | 2 |
| 2 | SRPF GR 2 | Ahmedabad | C | 0 | 1 | 1 |
| | | | D | 0 | 0 | 2 |
| | | | F | 0 | 0 | 1 |
| | | | G | 0 | 0 | 2 |
| Total | | | | 1 | 0 | 0 |
| 3 | - | - | - | - | - | - |
| | | | - | - | - | - |
| | | | - | - | - | - |
| | | | - | - | - | - |
| Total | | | | - | - | - |
| 4 | - | - | - | - | - | - |
| | | | - | - | - | - |
| | | | - | - | - | - |
| | | | - | - | - | - |
| Total | | | | - | - | - |

Available SRPF Force at HQ

| Sr | HQ Name | SRPF | | | Remarks |
|--------------|--------------------|---------|---------|---------|---------|
| | | Company | Platoon | Section | |
| 1 | SRPF GR 1 Vadodara | 5 | 0 | 0 | |
| 2 | SRPF GR 2 Godhra | 1 | 2 | 0 | |
| 3 | SRPF GR 3 Valiya | 1 | 0 | 2 | |
| 4 | - | - | - | - | |
| 5 | - | - | - | - | |
| Total | | 7 | 2 | 2 | |

| Summary Reports | | | | |
|--------------------|------------------------|---------|---------|---------|
| Sr | Details | SRPF | | |
| | | Company | Platoon | Section |
| 1 | Total SRPF | 102 | 0 | 0 |
| 2 | Total BWHG | 10 | 2 | 0 |
| Total | | 112 | 2 | 0 |
| 1 | City/District Deployed | 40 | 0 | 0 |
| 2 | Other Depoloyed | 8 | 2 | - |
| 3 | OnPayment Deployed | 19 | 2 | 2 |
| Total | | 68 | 1 | 2 |
| 1 | Reserve Force | | | |
| 2 | | | | |
| 3 | | | | |
| Total | | 68 | 1 | 2 |
| Grand Total | | 68 | 1 | 2 |

| City/District/Range Wise SRPF Deployment | | | | | | | | | | |
|--|----------------|-------|-----|-----------------|----------|----------|-----------------------|------------------------|-----------------|--|
| Date: | | | | | | | | | | |
| Sr. | Unit | Group | Coy | Available At HQ | | | Reason for Deployment | Date Of Deployment | Deployment Days | |
| | | | | Company | Platoon | Section | | | | |
| Ahmedabad City | | | | | | | | | | |
| 1 | Ahmedabad City | SRPF | 9 | B | 1 | 0 | 0 | Law & Order Deployment | 10/05/2018 | |
| | | SRPF | 10 | D | 1 | 0 | 0 | AMC Duty | 01/04/2018 | |
| | | SRPF | 1 | F | 1 | 0 | 0 | Exam Duty | 25/06/2018 | |
| | | SRPF | 6 | G | 1 | 0 | 0 | Law & Order Deployment | 15/07/2018 | |
| | | SRPF | 8 | B | 1 | 0 | 0 | CM Security Duty | 01/04/2018 | |
| | | SRPF | 10 | B | 1 | 0 | 0 | Law & Order Deployment | 01/04/2018 | |
| | | SRPF | 2 | F | 1 | 0 | 0 | Law & Order Deployment | 12/07/2018 | |
| Total | | | | | 7 | 0 | 0 | | | |
| Ahmedabad Range | | | | | | | | | | |
| 1 | Anand | SRPF | 9 | B | 1 | 0 | 0 | Law & Order Deployment | 10/05/2018 | |
| | | SRPF | 10 | D | 1 | 0 | 0 | AMC Duty | 01/04/2018 | |
| | | SRPF | 1 | F | 1 | 0 | 0 | Exam Duty | 25/06/2018 | |
| Total | | | | | 3 | 0 | 0 | | | |

| | | | | | | | | | | |
|--------------------------|-----------------|------|----|---|----------|----------|----------|------------------------|------------|--|
| 2 | Ahmedabad Rural | SRPF | 9 | B | 1 | 0 | 0 | Law & Order Deployment | 10/05/2018 | |
| | | SRPF | 10 | D | 1 | 0 | 0 | AMC Duty | 01/04/2018 | |
| Total | | | | | 2 | 0 | 0 | | | |
| 3 | Kheda | SRPF | 9 | B | 1 | 0 | 0 | Law & Order Deployment | 10/05/2018 | |
| | | SRPF | 10 | D | 1 | 0 | 0 | AMC Duty | 01/04/2018 | |
| | | SRPF | 1 | F | 1 | 0 | 0 | Exam Duty | 25/06/2018 | |
| | | SRPF | 6 | G | 1 | 0 | 0 | Law & Order Deployment | 15/07/2018 | |
| Total | | | | | 4 | 0 | 0 | | | |
| Ahmedabad Range | | | | | 9 | 0 | 0 | | | |
| Gandhinagar Range | | | | | | | | | | |
| 1 | Gandhinagar | | | | | | | | | |
| | | | | | | | | | | |
| Total | | | | | | | | | | |
| 2 | Mehsana | | | | | | | | | |
| | | | | | | | | | | |
| Total | | | | | | | | | | |
| 3 | Aravalli | | | | | | | | | |
| | | | | | | | | | | |

| | | | | | | | | |
|--------------------------|--|--|--|--|--|--|--|--|
| | | | | | | | | |
| Total | | | | | | | | |
| Gandhinagar Range | | | | | | | | |

Summary of City/District/Range Wise SRPF Deployment

Date:

| Sr. | Unit | SRPF | | |
|--------------------------------|-----------------|-----------|----------|----------|
| | | Company | Platoon | Section |
| 1 | Ahmedabad City | 10 | 0 | 0 |
| 2 | Vadodara City | 0 | 2 | |
| 3 | Surat City | 0 | 1 | 1 |
| 4 | Rajkot City | 0 | | 2 |
| Total_City | | 11 | 1 | 0 |
| 1 | Anand | 0 | 0 | 0 |
| 2 | Ahmedabad Rural | 5 | 0 | 0 |
| 3 | Kheda | 1 | 0 | 0 |
| Total_Ahmedabad Range | | 6 | 0 | 0 |
| 1 | Gandhinagar | 12 | 0 | 0 |
| 2 | Mehsana | 5 | 2 | 2 |
| 3 | Aravalli | 0 | 0 | 2 |
| 4 | Sabarkantha | 6 | 2 | 2 |
| Total_Gandhinagar Range | | 25 | 0 | 0 |
| 1 | - | - | - | - |
| 2 | - | - | - | - |

| | | | | |
|---|---|---|---|---|
| 3 | - | - | - | - |
| 4 | - | - | - | - |
| | - | - | - | - |