

**State Election Commission (SEC)
(Government of Gujarat)**

**TENDER DOCUMENT
FOR
SELECTION OF SERVICE PROVIDER
FOR
DEVELOPMENT AND MAINTENANCE OF
MOBILE AND WEB BASED APPLICATION BASED
ON EXISTING POLL MONITORING SYSTEM**

**Bid Processing Fee: Rs. 1,770/- (Non Refundable)
Earnest Money Deposit: Rs. 30,000/- (Refundable)**

(February 2018)

Tender No: SW07022018155



**Gujarat Informatics Ltd
Block No. 1, 8th floor, Udyog Bhavan,
Sector-11, Gandhianagar-382017, Gujarat
Ph No. 23259240, Fax: 23238925.
www.gil.gujarat.gov.in**

**Last date of receipt of pre-bid queries: 12th February, 2018 up to 1200 hrs.
Date of Pre-Bid Meeting: 15th February, 2018 at 1500 hrs.
Last date of Submission of Bid: 28th February, 2018 up to 1500 hrs.
Opening of Technical Bid: 28th February, 2018 at 1600 hrs.**

Abbreviations

- **GoG:** Government of Gujarat
- **SEC:** State Election Commission
- **GIL:** Gujarat Informatics Limited
- **NIC:** National Informatics Centre (NIC)
- **SP:** Service Provider
- **SLA:** Service Level Agreement
- **MIS:** Management Information System
- **OEM:** Original Equipment Manufacturer
- **SDC:** State Data Center

INDEX

SECTION I: INVITATION FOR BIDS (IFB).....	5
SECTION II: INSTRUCTIONS TO BIDDERS (ITB)	7
1 Definitions	7
2 Pre-qualification Criteria.....	8
3 Cost of Bidding.....	8
A. THE BIDDING DOCUMENTS	9
1 Contents of Bidding Documents	9
2 Pre-Bid Conference/Clarification of Bidding Documents.....	9
3 Amendment of Bidding Documents	9
B. PREPARATION OF BIDS	9
4 Language of Bid	9
5 Documents Comprising the Bid	10
6 Bid Form	10
7 Bid Prices	10
8 Bid Currency	10
9 Bid Security/Earnest Money Deposit	10
10 Period of Validity Bids.....	11
11 Format and Signing of Bid.....	11
C. SUBMISSION OF BIDS.....	11
12 Sealing and Marking of Bids.....	11
13 Deadline for Submission of Bids	11
14 Late Bids	11
15 Modification and Withdrawal of Bids	11
D. BID OPENING AND EVALUATION OF BIDS.....	11
16 Opening of Bids by GIL.....	12
17 Clarification of Bids	12
18 Preliminary Examination.....	12
19 Technical and Commercial evaluation	12
20 Contacting GIL/SEC	13
E. AWARD OF CONTRACT	14
21 Post-qualification.....	14
22 Award Criteria.....	14
23 SEC/GIL's Right to Accept Any Bid and to reject any or All Bids.....	14
24 Notification of Awards.....	14
25 Signing of Contract	14
26 Performance Security	14

27	Corrupt or Fraudulent Practices	15
28	Interpretation of the clauses in the Tender Document / Contract Document	15
	SECTION III: GENERAL CONDITIONS OF CONTRACT	17
	SECTION IV: SERVICE LEVEL AGREEMENT (SLA) & PENALTY CLAUSE	23
	SECTION V: SCOPE OF WORK	24
1.	Form 1: Bid Proposal Form	32
2.	Form 2: Particulars of the Bidder's organization	33
3.	Form 3: Bid Processing Fees & Earnest Money Deposit Details	33
4.	Form 4: Financial strength of the bidder	34
5.	Form 5: Details of completed/ongoing Web Applications with Mobile Applications or separate mobile application projects (Excluding Hardware procurement and Third party software license procurements) each of value more than 6 lacs in the last three years (2014-15, 2015-16, 2016-17)	34
6.	Financial Bid.....	35
7.	Form 7: Performance Bank Guarantee	36
8.	Form 8: Format of Earnest Money Deposit in the form of Bank Guarantee	38
9.	Form 9: Self Declaration	40
10.	FORMAT OF AFFIDAVIT.....	42

SECTION I: INVITATION FOR BIDS (IFB)

COMPETITIVE BIDDING FOR SELECTION OF SERVICE PROVIDER FOR DEVELOPMENT AND MAINTENANCE OF MOBILE AND WEB BASED APPLICATION BASED ON EXISTING POLL MONITORING SYSTEM DEVELOPED BY NIC

1. Request for Proposal for Selection of Service Provider for System Analysis, design, development, testing, implementation and maintenance of Mobile Application and Web based Application for State Election Commission (SEC) for the period of 1 year of maintenance.
2. The bidder shall be responsible for providing all types of 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 Mobile Application and Web based 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 Mobile Application and Web based Application

Sr. No.	Information	Details
1.	Last date for submission of written queries for clarifications only by e-mail as predefined format 2.1	12th February, 2018 up to 1200 hrs. e-mail ID: viveku@gujarat.gov.in amitp@gujarat.gov.in
2.	Place, date and time for Pre bid conference	15th February, 2018 at 1500 hrs. Conference Room, Gujarat Informatics Ltd. Block No. 1, 8 th Floor, Udyog Bhavan, Gandhinagar
3.	Last date and time for submission of Bid security/EMD, Bid Processing fees, Affidavit (as per prescribed format given at Form 10) in GIL physically	28th February, 2018 up to 1500 hrs.
4.	Last date and time for submission of proposals (Technical and commercial) (Online)	28th February, 2018 up to 1500 hrs.
5.	Place, date and time for opening of technical proposals	28th February, 2018 at 1600 hrs. Conference Room, Gujarat Informatics Ltd. Block No. 1, 8 th Floor, Udyog Bhavan, Gandhinagar
6.	Place, date and time for technical Presentation	The place, date and time for technical presentation will give to the qualified bidder later on.
7.	Contact person for queries	Director (e-Governance), Gujarat Informatics Limited
8.	Address for communication	Director (e-Governance), Gujarat Informatics Ltd. Block No. 1, 8 th Floor,

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

5. **All bids must be submitted online on <https://gil.nprocure.com> website**
6. Bidders shall submit **Bid processing fees** of Rs. 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. 30,000 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 8)** and must be submitted along with the covering letter.
8. Bidders has to 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 10)
9. The sealed cover should super scribe as "Bid Processing fees, Bid Security/EMD and Affidavit (as per attached format Form 10) for the tender for Selection of **"Selection of Service Provider for System Analysis, design, development, testing, implementation and maintenance of Mobile Application and Web based Application based on existing Poll Monitoring System for State Election Commission (SEC)"**
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 SEC/GIL for selection of consulting firm/company.
3. "Committee" means I.T. committee of the State Election Commission
4. "Contract Price" means the price payable to the consulting firm/company on the panel of SEC/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 SEC/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. "SEC" means State Election Commission, Block-9, 6th Floor, New Sachivalaya, Gandhinagar.
11. "GIL" means Gujarat Informatics Limited, Block No.1, 8th Floor, Udyog Bhavan, Gandhinagar – 382 017, Gujarat.
12. "Services" means the work to be performed by the SP pursuant to the selection by SEC/GIL and to the contract to be signed by the parties in pursuance of any specific assignment awarded to them by SEC/GIL.
13. The "Bid Document" and "Tender Document" are the same

2 Pre-qualification Criteria

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

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 experience in similar IT Projects/Solutions.	Copy of Certificate + Work Order
3.	The bidder must have turnover of at least Rs. 30 lakh for each of the last three financial years or cumulative of Rs. 90 lakh in last three years (2014-15, 2015-16, 2016-17) as on 31 st March, 2017 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 31-03-2017, CA Certificate from the statutory auditor.
4.	Bidder should have completed/ongoing at least 3 projects of Web Applications with Mobile Applications or separate mobile application projects each of value more than 6 lakh in the last three years (2014-15, 2015-16, 2016-17). It should not include Hardware procurement & Third party software license procurements.	Completion Certificates from the client + Work Order
5.	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 9
6.	Bidder should not have violated / infringement of any Indian or foreign trademark, patent, registered design or other intellectual property rights.	Self Declaration
7.	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/CST Registration /Lease agreement. Or Self declaration.
8.	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/SEC 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;
 - 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.

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. 30,000/- (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 8) 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. 1, 8th Floor, Udyog Bhavan, Gandhinagar.

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 SEC/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, SEC/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 deemed to be material deviations. SEC/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 SEC/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 SEC/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, SEC/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, SEC/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 in technical evaluation. At any point of time, if SEC/GIL feels that the bidder is hiding any information which will affect the project cost in short or long run, SEC 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 Presentation Evaluation Criteria:**

The eligible bidders 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 architecture	05
3	Proposed Features of Mobile Application	05
4	Project timelines and Deliverables	05
5	Security	05
6	Development and Deployment Platforms	05
	Total Marks	30 Marks

Note: Minimum 21 marks out of 30 marks required to qualify for the financial bid opening.

19.6 Financial Bid evaluation:

The Commercial bid of only those bidders who qualify on the basis of evaluation of Technical Presentation as per presentation criteria mentioned in the RFP. All other Commercial bids will not be opened. The Commercial bids of the technically qualified bidders will be evaluated and ranked in increasing order of financial quotations, i.e. the L1 bidder will be given the highest rank followed by all other bidders in increasing order.

Note: Agency with lowest financial score (L1 Bidder) will be invited for negotiations.

20 Contacting GIL/SEC

- 20.1** Subject to ITB Clause 17, no Bidder shall contact GIL/SEC 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/SEC, he should do so in writing. GIL/SEC 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, SEC will award the contract to the successful bidder decided as per the evaluation procedure mentioned in ITB clause no. 19 mentioned above.
- 22.2** SEC 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 SEC/GIL's Right to Accept Any Bid and to reject any or All Bids

- 23.1** SEC/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 SEC 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 Contract.

25 Signing of Contract

- 25.1** At the same time as SEC notifies the successful Bidder that its bid has been accepted, SEC 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 SEC.

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 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/10/2016/328/DMO dated 01.05.2017 issued by Finance Department or further instruction issued by Finance department time to time (as per attached Form 7).

- 26.3** The Performance Security shall be in the form of Bank Guarantee valid for 1 year from the date of actual start of operation.
- 26.4** If the O & M support required to be extended for further one year after the expiry of one year then the period of PBG should also be extended.
- 26.5** The proceeds of the performance security shall be payable to SEC 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, 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. SEC 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** SEC 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, SEC 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 SEC, 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 SEC of the benefits of the free and open competition;
- 27.2** SEC 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** SEC 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 SEC / GIL

SEC/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 SEC 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) "SEC" means State Election Commission 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 SEC.
 - 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 SEC'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 SEC'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 SEC and shall be returned (in all copies) to SEC on completion of the service provider's performance under the Contract if so required by SEC.
- 5.4 The service provider shall permit SEC 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 SEC, if so required by SEC.

6 Patent Rights, Copyright

- 6.1 The Service Provider shall indemnify SEC/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 SEC as part of project, then the copyright/IPR of that customized solution will be with the SEC/Gujarat Informatics Ltd. The bidder cannot sell or use (fully / partly) that software for his other customers without written consent from Government of Gujarat. The SP shall handover all the documents, source code/customized code to the SEC office at the time of completion of AMC contract.
- 6.3 The SEC 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/Source code/Customize code/database of the software shall be made by the service provider in accordance with the terms specified by SEC in the Notification of Award.
- 7.2 Upon deployment of the solution / completion of the assigned work under the service, service provider shall notify SEC accordingly.

8 Prices

- 8.1 Prices payable to the service provider as stated in the Contract shall remain firm and fixed during the performance of the Contract.
- 8.2 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.

9 Contract Amendments

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

10 Assignment

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

11 Delays in the supplier / service provider's Performance

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

12 Termination for Default

- 12.1 SEC 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:
- 12.1.1 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 SEC; or
- 12.1.2 If the service provider fails to perform any other obligation(s) under the Contract.
- 12.1.3 If the service provider, in the judgment of SEC 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.

13 Force Majeure

- 13.1 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.
- 13.2 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.
- 13.3 If a force Majeure situation arises, the service provider shall promptly notify SEC in writing within 10 days of such conditions and the cause thereof. Unless otherwise directed by SEC 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.

14 Limitation of Liability

- 14.1 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.

15 Termination for Insolvency

- 15.1 SEC 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 SEC.

16 Termination for Convenience

- 16.1 SEC 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 SEC'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.
- 16.2 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 SEC at the Contract terms and prices. For the remaining services, SEC may elect:

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

16.2.2 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.

17 Right to use defective software/equipment

17.1 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 SEC's operation.

18 Supplier / service provider Integrity

18.1 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.

19 Supplier / service provider's Obligations

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

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

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

19.4 The service provider will treat as confidential all data and information about SEC, 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 SEC.

20 Patent Rights

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

21 Time limit for complete the work from the date of issuance of work order:

1 month

The Selected bidder has to complete the work within 1 month from the date of issuance of work order

22 Payment Schedule

Sr. No	Activity	Payment (%)
1	System Analysis, design, development, hosting, Training and Testing of Mobile Application and Web based Application after UAT	80% of payment of Total Contract Value will be released, if completed within the time frame mentioned in the RFP
3	1 year of Operation and Maintenance support after successfully installation and UAT	20% of payment of Total Contact Value After successfully completion of 1 year of O &M support

23 Unconditional Bid

23.1 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.

24 No Variable Cost in Financial Bid

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

25 Resolution of Disputes

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

26 Governing Language

26.1 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.

27 Applicable Law

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

28 Binding Clause

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

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

1. In case of delay in deliverables, a penalty of 2% of order value per week would be levied up to maximum of 10% of order value. If delay exceeds maximum delay days, SEC may have rights to terminate the contract. In that case the Performance Bank Guarantee of the bidder will be forfeited.
2. In case of delay in rectifying the problem/updation of application during the AMC contract period, penalty of Rs. 500 per day would be levied upto maximum 10% of order value. The SEC may decide to cancel the contract including forfeiture of performance security in case of inordinate delay.

SECTION V: SCOPE OF WORK

The SP will have to develop customized mobile and web based application based on existing Poll Monitoring System developed by National Informatics Centre (NIC).

Poll Monitoring System is an election management system that contains nomination details, Voting details and final counting information of all local body elections (Municipal Corporation, Municipality, District Panchayat, Taluka Panchayat, Village Panchayat, etc.)

The SP has to study existing Poll Monitoring System developed by NIC and develop native mobile application based on existing system. The Mobile/Web application will provide information on all aspects of election management, e-dashboard, provide interface for online feeding of voting and counting details, automatic calculate voting percentage in each duration, Counting Round wise results and other details for all local body elections.

The solution is envisioned to have services like online feeding of voting details, percentage of votes in each duration, Counting Round wise results and other details and also use Open Application Programming Interface (API) for Systems Integration of existing Web based application Poll Monitoring System developed by National Informatics Centre (NIC) for smooth exchanging data like - No of registered wards, registered voters male/female, total registered voters, Nomination details, Candidate information ward wise, type of seat and other information.

Background

State Election Commission, Gujarat was constituted in September 1993 under Article 243K of the Constitution of India. State Election Commission has been entrusted with the function of conducting free, fair and impartial elections to the local bodies in the state.

As per the election rules of such local self-government organizations, District Election Officer for Panchayat elections, District Municipal Election Officer for elections of municipality and City Election Officer for the elections of municipal corporation have been appointed. State election commission has empowered the collectors for all activities related to elections of Gram Panchayat whereas the delimitation and allocation of seats for various reserved categories, voter's list, election programs and other related activities are carrying out by State Election Commission.

Activities

State election commission carries out activities related to preparation of wards / election division as per local bodies rules, decision of boundaries and distribution of seats along with preparation of voters list for the local bodies organizations like Gram Panchayat, Taluka and District Panchayat / Municipality and Municipal Corporation of the state and conducting general / mid-term / bye-elections and supervising them.

Objective of Mobile Application

- To provide Real time dashboard
- To get live figures of real time voting from Ward wise in specific duration
- To get Round wise vote share among the contesting candidate and winner details

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 Voting Details and Counting Details for all local body elections (Municipal Corporation, Municipality, District Panchayat, Taluka Panchayat, Village Panchayat, etc.)
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 1 year of AMC/ATS and also perform the software and other related installation / configuration at SDC.</p> <p>The hosting of the mobile application on major app stores will be done by the SEC/GIL</p>
4.	System Integration	<p>Required web services for integration and synchronization will be provided by NIC. However, integration of the relevant interface would be required to be developed by the SP.</p> <p>System integration with existing web based application Poll Monitoring System developed by NIC for Smooth exchanging data like -No of registered wards, registered voters male/female, total registered voters, Nomination details, Candidate information ward wise, type of seat and other information.</p> <p>Two way integration is required where the information exchange can be either push or pull based on depending the needs.</p>
5.	Data Sync	Real time data synchronization with existing Poll Monitoring System of NIC
6.	3 rd Party Audit of Application	The SP shall be responsible to get application security audited by CERT-In Empanelled application security Auditors before hosting the application at SDC and submit the Security Audit Clearance Certificate issued by CERT-In Empanelled Security Auditors. The expenditure of security audit will be borne by SEC office.
7.	Training	Training to approx. 100 Master Trainers

8.	Support for 1 Year	Provide maintenance support for application for a period of 1 year from the date of go-live
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Scope

Local Body Elections

The Elections held for All Local Bodies (Municipal Corporation, Municipality, District Panchayat, Taluka Panchayat, Village Panchayat, etc.)

Election areas are divided into number of wards, Number of registered male/female voters, total voters each such ward being an electoral constituency, candidates, contesting elections.

The key Stakeholders are:

- The State Election commission and its officials at the district and sub district level

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.
- The software should have capability to work for all local body elections (Municipal Corporation, Municipality, District Panchayat, Taluka Panchayat, Village Panchayat, 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 application (Poll Monitoring System) of SEC
- System should have capability to integrate e-dashboard and useful data/reports to existing website of SEC.
- Functionalities and features of both proposed Mobile and web application are same only way of accessing is different. Web application is more similar to the Mobile website. However, the SP has to follow the design, development, technical standards, framework, security features specified in the guidelines of GoG/GoI/DST.

Voting Process (Counting Percentage) (Election Day) polling Details

- Live feed of Data entry from RO offices
- Data entry zone wise/RO level
- Ward wise entry, Male female, total
- Select Ward (i.e Ward1, Ward2 ...)
- No of Male Voted, No of Female Voted, total

- Duration wise entry (i.e 8 to 10 , 10 to 12, 12 to 2, 2 to 4, final posting)

Counting (Round wise Counting Result) (Counting Day)

After the polling has finished, the votes are counted under the supervision of Returning Officers and Observers appointed by the Election Commission. After the counting of votes is over, the Returning Officer declares the result. The Commission compiles the complete list of Members elected and issues an appropriate Notification. With this, the process of elections is complete.

System should allow administrator to cross verify total votes registered against each ward, candidate wise as was at the closing time and generate Election Results.

Real-time results of the local body elections as the counting will be in progress. Result will be displayed live from the time counting begins. Votes will entered by Returning Officer of the Constituency. When the counting is completed, the Returning officer declares the result

The counting of votes will be done at Counting Centres

The postal ballots shall be taken up for counting first then EVM counting.

Round-wise details will be entered by the Returning Officer in Mobile application

This data entry will be done Round wise at Counting Centers

The application opens main page to display the following options under Data Entry Form

- Enter Round Schedule
Enter the total number of rounds scheduled for this Constituency.
- Counting Data entry form
Cumulative Round wise votes should be entered at each counting center.
- Result Declaration
- Live feed of Data entry from Counting Centers
- Posting counting data round wise in respect of appropriate candidate
- E-dashboard
- Configuration
- Admin Panel

Department User Registration

- Department Users can register online with submitting basic details like user id (proposed unique ID), password, name and mobile number and capcha.
- System will check available userid, capcha authentication and other fields for validation
- After successfully submitting details, system have provision to send OTP password on user's mobile for their identity verification.
- After matching of OTP password, system will create userid as mentioned in the registration form and also send SMS acknowledgement to the user's mobile for successfully registration.

Desired Reports

- Real-time dashboard of voting details (Ward wise Male voted, Female voted, % of Male voted, % of Female voted, Total % of voted)
- Round wise, candidate wise counting details
- Round wise vote share details

- After counting winner details and seat share
- Ward wise round wise breakup of the votes
- Ward wise result with complete vote details of all candidates
- Summary of lead or win
- Final Result

Audit Trail

- System should be able to track and retain audit trail
- Audit Log contains the logged in user name and their IME or IP Address, Login date and Time, Login Status and Logout date and time.
- Audit trail for any change made in data, prepares a log of all the activities (events) and makes it available to the department.

System Integration

System integration with existing web based application Poll Monitoring System developed by NIC for Smooth exchanging data like - No of registered wards, registered voters male/female, total registered voters, Nomination details, Candidate information ward wise, type of seat and other information.

- No of registered wards, registered voters male/female, total registered voters
- Nomination details, Candidate information ward wise, type of seat and other details

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

- Configure all local body elections, wards, registered voters, etc.
- Voting process Management
- Counting process Management
- MIS Reports
- The admin will be able to generate customized MIS reports from backend system.

Admin Dashboard

After successful login into the system, Admin will be able to view dashboard with all the key modules for easy navigation with dynamic Statistics Reports.

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.

Basic Features of the System

1. Browser 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. Development of the system in Mobile and Web based environment.
2. The Application need to be developed in both English & Gujarati language.
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 provision of online/offline data entry in Mobile application and it will be synchronized with the server as and when connectivity will be available.
8. System should have the configurable front end.
9. 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.

10. Security has to be an important design consideration. The system must address following:
 - Authentication
 - Authorization
 - DoS attack
 - SQL Injection
 - Data Tampering and other ways to security threat
11. The solution should be built on Open Standards and Open source and compliance with industry standards.
12. Source code/customized code needs to be shared and handed over successfully to the SEC office at the time of completion of AMC contract.
13. Scalability: The architecture is capable to take care of high volume traffic

Training to all the system users

SP shall provide hand holding training support to SEC 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

- SEC will provide the necessary space and infrastructure for training.
- SP has to provide training at zone wise

The logistic for the trainer will be arranged by the SP. However the logistic for the master trainers will be arranged by the SEC.

Operation and Maintenance support (for 1 year)

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 SEC during the maintenance period of 1 year.

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 1 year. No additional cost to the SEC 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

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 System Analysis, design, development, testing, implementation and maintenance of Mobile Application and Web based Application for State Election Commission (SEC)”** 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 SEC.

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)
2014-15		
2015-16		
2016-17		

5. Form 5: Details of completed/ongoing Web Applications with Mobile Applications or separate mobile application projects (Excluding Hardware procurement and Third party software license procurements) each of value more than 6 lacs in the last three years (2014-15, 2015-16, 2016-17)

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)

5.1 Technical Proposal, Description of the Approach, Methodology and Work Plan for performing the Assignment

6. Financial Bid

Financial Bid Format

Sr. No.	Description	Total Amount (Rs.)
1	Cost of Designing, Development and Deployment and Go-Live of the Web Application and Mobile Application as per the scope of work	
2	Cost of Operations and Maintenance support for one year after Go-Live	
Grand Total (Rs.)		

Note:

- All taxes/GST are extra as applicable at the time of invoicing.
- For financial evaluation, Total price of Sr. No. 1 to 2 will be considered.

7. Form 7: Performance Bank Guarantee

(To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.

Date:

To

Name & Address of the SEC/Purchaser/Indenter

Dear Sir,

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

..... having Principal

Office at (hereinafter referred to as the

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

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

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

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

of the aforementioned contract and warranty quality to the OWNER/PURCHASER,

_____ having Head Office at (hereinafter referred to as

the ‘Bank’ which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay

the sum of Rs. _____(Rupees _____) to the

OWNER/PURCHASER on demand at any time up to _____ without a reference

to the SELLER. Any such demand made by the OWNER/PURCHASER on the Bank shall be conclusive and binding notwithstanding any difference between Tribunals, Arbitrator or any other authority.

The Bank undertakes not to revoke this guarantee during its currency without previous

consent of the OWNER/PURCHASER and further agrees that the guarantee herein contained

shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee.

OWNER/PURCHASER shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance by the

SELLER of the aforementioned CONTRACT. The OWNER/ PURCHASER shall have the fullest

liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the SELLER, and to

exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned CONTRACT between the

OWNER/PURCHASER and the SELLER or any other course of or remedy or security available to the OWNER/PURCHASER.

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHAER of its liability with reference to the matters aforesaid or any of them or

by reason or any other acts of omission or commission on the part of the OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

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

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs. _____ (Rupees _____) and it shall remain in force up to and including _____ and shall be extended from time to time for such period as may be desired by the SELLER on whose behalf this guarantee has been given.

Dated at _____ on this _____ day of _____ 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/10/2016/328/DMO dated 01.05.2017 issued by Finance Department or further instruction issued by Finance department time to time.

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

Ref:

Bank Guarantee No.

Date:

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

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the Tender no: XXXX for **"Selection of Service Provider for System Analysis, design, development, testing, implementation and maintenance of Mobile Application and Web based Application for State Election Commission (SEC)"** 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/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.

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/10/2016/328/DMO dated 01.05.2017 issued by Finance Department or further instruction issued by Finance department time to time.

9. Form 9: Self Declaration

The _____,

Sir/Madam,

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

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

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

We agree to abide by this bid for a period of 180 days after the date fixed for 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 firm/company.

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

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

Dated this _____ day of _____ 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

10. 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)