

**Request for Proposal
for
Selection of Service Provider
For
Design, Develop, Implementation, Training and Operation &
Maintenance Support
for
Document Archival & Records Management System
(DARMS)
for
Department of Science & Technology
(DST)
(Government of Gujarat)**

**(Tender no: SWT02122019189)
Bid Processing fees: Rs. 17,700/-**



**Gujarat Informatics Ltd
Block No. 2, 2nd Floor, C and D Wing, Karmyogi Bhavan, Sector-10A,
Gandhianagar-382010, Gujarat.
Ph No. 23256022 Fax: 23238925
Fax: 23238925. Website: <http://gil.gujarat.gov.in>**

**Last date of receipt of pre-bid queries: 17.12.2019 up to 1500 hrs
Date of Pre-Bid Meeting: 17.12.2019 at 1500 hrs at GIL
Last date of Submission of Bid: 30.12.2019 up to 1500 hrs
Opening of Technical Bid: 30.12.2019 1600 hrs**

Abbreviations

- **DST:** Department of Science and Technology
- **DPR:** Detailed Project Report
- **GIL:** Gujarat Informatics Limited
- **GoG:** Government of Gujarat
- **GPR:** Government Process Re-engineering
- **GoI:** Government of India
- **G2B:**Government to Business
- **G2C:**Government to Citizens
- **G2G:**Government to Government
- **GSWAN:** Gujarat State Wide Area Network
- **HRMS:** Human Resource Management System
- **ICT:** Information & Communication Technology
- **IFMS:** Integrated Financial Management System
- **IT:** Information Technology
- **ITB:** Instruction to Bidders
- **DARMS:** Document Archival & Records Management System
- **MMP:** Mission Mode Project
- **RFP:** Request for Proposal
- **RTI:** Right to Information
- **SDC:** State Data Centre
- **SP:** Service Provider

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1. SECTION I: INVITATION TO RFP

1.1. RFP Notice

This document is for a Request for Proposal for “**Selection of Service Provider for Supply/Design/Develop/Customize, Implementation, Training and Operation & Maintenance Support of 8 years for Document Archival & Records Management System (DARMS)**” for Department of Science and Technology (DST), Government of Gujarat.

The bidder shall be responsible for providing all types of services and updates as mentioned in this documents & Scope of Work, as a part of this project.

The bidder, who intends to participate in this bid, is required to follow the below mentioned stages:

- Pre-Bid Conference
- Technical & Financial Bid Submission
- Opening of Technical Bid
- Evaluation of Technical bid
- Presentation & Proof of Concept (PoC)/Solution Demo on proposed Solution, Approach & Methodology
- Opening of Financial bids of all qualified bidders

Incomplete/conditional bids will be treated as non-responsive and will be rejected.

Eligible bidders may download the RFP document from the website <http://gil.gujarat.gov.in> & <https://gil.nprocure.com>. The bids must be submitted online through <https://gil.nprocure.com>. The bid processing fee and EMD and affidavit is required to submit physically at GIL office.

This RFP document is not transferable.

1.2. Important Information

Sr. No.	Information	Details
1.	Last date for submission of queries for clarifications	17.12.2019 up to 1500 hrs Email id: nitintatu@gujarat.gov.in ; dilipk@gujarat.gov.in
2.	Date & time for Pre-bid Conference	17.12.2019 at 1500 hrs at GIL
3.	Date and time for submission of the bid processing fee & EMD (physically) and submission of proposals (Technical & Commercial) (Online)	30.12.2019 up to 1500 hrs
4.	Date and time for opening of Technical proposals	30.12.2019 1600 hrs
5.	Contact Person for queries	DGM (Application Development)
6.	Address for communication	Gujarat Informatics Ltd. Block No. 2, 2nd Floor,

Sr. No.	Information	Details
		C & D Wing, Karmayogi Bhavan Sector - 10 A, Gandhinagar - 382010
7.	Place, Date and Time for Technical Presentation and Opening of Financial / Commercial Bids	Place, Date and Time for Technical Presentation and Opening of Financial / Commercial Bids will be communicated to the qualified bidders later on.
8.	Bid validity	180 days

The bidder shall submit the **DD of Rs. 17,700/- towards bid processing charges** and **DD/Bank Guarantee of Rs. 7,50,000/- towards EMD/Bid Security in sealed cover**. The sealed cover should super scribe as "Bid processing fees and EMD for RFP for Selection of Service Provider for Design, Development, Implementation, Training, Hand Holding and Operation & Maintenance Support for 8 years for Document Archival & Records Management System for Department of Science and Technology (DST)".

The bid processing fees must be in the form of Demand Draft in in the name of "**Gujarat Informatics Ltd.**" payable at Ahmedabad /Gandhinagar. EMD/Bid Security must be in the form of Demand Draft/Bank Guarantee in the name of "Gujarat Informatics Ltd." payable at Ahmedabad /Gandhinagar. In case of EMD in the form of BG, it should be **valid for 9 months from the date of bid submission**.

2. SECTION II: INSTRUCTIONS TO BIDDERS

2.1. Definitions

- 2.1.1. "Applicable Law" means the laws and any other instruments having force of law in India from time to time.
- 2.1.2. "Competent Authority" means the Department of Science and Technology.
- 2.1.3. "Committee" means committee formed by the Department of Science and Technology (DST) for the purposes of processing and evaluation of this bid
- 2.1.4. "Contract Value" means the price payable to the selected firm/company under the Contract for the complete and proper performance of its contractual obligations.
- 2.1.5. "Service Provider" means any private or public entity, which will provide the services to Department of Science and Technology under the contract.
- 2.1.6. "Contract" means the Contract signed by the parties along with the entire documentation as specified in the RFP
- 2.1.7. "Day" means Working day.
- 2.1.8. "Effective date" means the date from which the contract comes into force and effect.
- 2.1.9. "Government" means State Government of Gujarat.
- 2.1.10. "DST" means Department of Science and Technology, Gujarat.
- 2.1.11. "DARMS" means Document Archival & Records Management System
- 2.1.12. "Product" means a final solution after Development & deployment of DARMS as per requirement of the DST.
- 2.1.13. "Rules" means the applicable rules under different statutes, Acts, Rules, Government Resolutions, Circulars in relation to personal management of employees in Gujarat Government.
- 2.1.14. "Personnel" means professional and support staff provided by the SP and assigned to perform services to execute an assignment and any part thereof.
- 2.1.15. "IPR" means Intellectual Property Rights
- 2.1.16. "Services" means the work to be performed by the SP pursuant to the selection by DST and to the contract to be signed by the parties in pursuance of any specific assignment awarded to them by DST.

2.2. Qualification Criteria

The bidders meeting the following qualification criteria will be short listed and considered for technical evaluation.

Sr. No.	Eligibility Criteria	Attachments
Bidder's Eligibility Criteria:		
1.	The Bidder should be registered under the Companies Act, 1956/2013 or Limited Liability Partnership Act 2008. It should have registered offices in India and should be in existence for at least last 5 years, as on last date of submission of bids.	Valid copy of the Certificate
2.	The bidder must have average annual turnover of at least Rs. 5 Crores in last three financial years as on 31 st March, 2019	Audited and Certified Balance Sheet & Profit/Loss Account of last 3 Financial Years/CA certificate mentioning turnover
3.	Bidder should have completed/ongoing minimum 3 projects of similar nature in India in last 5 years as on bid submission date.	copy of Work orders or Client certifications of minimum 3 projects

Sr. No.	Eligibility Criteria	Attachments
4.	The Bidder should not be under the effect of blacklisting/debarment by any Ministry/Department of Government of India or by any State Government department/agency in India in last 3 years as on bid submission date.	Self-Declaration Form must be submitted
5.	Bidder should not have violated / infringed on any Indian or foreign trademark, patent, registered design or other intellectual property rights any time anywhere.	Affidavit regarding non-violation / infringement of any Indian or foreign trademark, patent, registered design or other intellectual property rights must be submitted by the bidder as per Attached format.
6.	The Bidder should have at least one office in Gujarat and preferably support centers/logistics for the entire state. If the Bidder is not having any office in Gujarat, then bidder should submit a letter of undertaking to open the office in Gujarat within 45 days from the date of issue of work order if he is awarded the work.	Copy of any two of the followings: Property Tax Bill/ Electricity Bill/ Telephone Bill/ VAT/CST/GST/Registration/Lease agreement.

Notes:

1. No consortium will be allowed.
2. AMC/Services should be available in Gujarat for the quoted items.
3. The solution should be available with all major OS and other required Software with licenses and necessary updates/upgrades for the same.
4. **Similar Project/Product means**, "To supply, install & implement of solution include Document scanning at multi-location and data storage at Central location.

2.3. Cost of Bidding

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

2.4. Content of Bidding Document

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

2.5. Pre-Bid Conference

A prospective Bidder requiring any clarification of the bidding documents may seek clarifications of his/her queries submitted on or before date mentioned in section 1. DST/GIL will discuss the queries received from the interested bidders in the pre-bid meeting and respond the clarifications by uploading on the website. No further clarification what so ever will be entertained after the pre- bid meeting date.

The interested bidder should send the queries as per the following format:

Bidder's Request For Clarification			
Sr.No.	Bidding Document Reference (Clause /page)	Content of RFP requiring clarification	Points of Clarification required
1			
2			
3			
4			

2.6. Amendment to RFP

- 2.6.1. At any time prior to the deadline for submission of bids, DST/GIL may, for any reason, whether on its own initiative or in response to a clarification request by a prospective bidder, modify the bidding documents.
- 2.6.2. All prospective bidders who have received the bidding documents will be notified of the amendment through website and such amendments will be binding on them.
- 2.6.3. In order to allow prospective bidders reasonable time to consider the amendments while preparing their bids, DST/GIL at its discretion, may extend the deadline for the submission of bids.

2.7. Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and DST/GIL shall be in English language only.

2.8. Documents Comprising the Bid

- 2.8.1. The bid prepared by the Bidder shall comprise of the following documents:
- 2.8.1.1. EMD & Bid Processing Fees
 - 2.8.1.2. Bid Proposal form
 - 2.8.1.3. General Information
 - 2.8.1.4. Financial Capability with supporting documents
 - 2.8.1.5. Relevant Experience with supporting documents
 - 2.8.1.6. Self-Declaration
 - 2.8.1.7. All relevant Certification
 - 2.8.1.8. All undertakings submitted by the Authorized Signatory shall be on a Stamp Paper of value not less than Rs.100
 - 2.8.1.9. Proposal document containing a brief about the organization, its expertise and documentary evidences.
- 2.8.2. Qualification documents, Technical Bids and Financial Bids must be submitted online through the e-tendering website of <http://gil.nprocure.com> using digital signature.
- 2.8.2.1. The bid documents and addendums (if any) together shall be considered as final and self-contained bid documents notwithstanding any previous correspondence or document issued by GIL/DST.
 - 2.8.2.2. The bid processing fee of **Rs. 17,700/- (Rupees Seventeen Thousand Seven Hundred Only)** in form of DD and EMD of **Rs. 7,50,000/- (Rupees Seven Lacs Fifty thousand Only)** in form of DD/Bank Guarantee are to be submitted physical in the form favoring of **Gujarat Informatics Ltd, Gandhinagar** in sealed cover clearly mentioning that "Bid Processing Fee and EMD of RFP for "Selection of Service Provider for Designing, Development, Implementation, Training and Operation & Maintenance Support for 8 years for Document Management System" at GIL on the address mentioned in Section-1.

2.9. Bid Security / Earnest Money Deposit (EMD)

- 2.9.1. The Bidder shall furnish, as part of the Bid, a Bid security for the amount of Rs. 7,50,000/- (**Rupees Seven Lacs Fifty thousand only**) which shall be submitted in the form of Demand Draft OR in the form of an unconditional Bank Guarantee (which should be **valid for 9 months** from the last date of bid submission) of any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) G.R. no. EMD/10/2019/50/DMO dated 01.11.2019 issued by Finance Department or further instruction issued by Finance department time to time, in the name of "Gujarat Informatics Ltd" payable at Gandhinagar (as per prescribed format) and must be submitted along with the covering letter. The un-priced bid will be opened subject to the confirmation of valid Bid security.
- 2.9.2. Unsuccessful Bidder's Bid security will be refunded within thirty (30) days from the award of work to the successful bidder.
- 2.9.3. The successful Bidder's Bid security will be discharged upon the Bidder signing the contract/Agreement, and furnishing the Performance Bank Guarantee.
- 2.9.4. The Bid security may be forfeited at the discretion of TENDERER/GIL, on account of one or more of the following reasons if:
- The Bidder withdraws their Bid during the period of Bid validity.
 - Bidder does not respond to requests for clarification of their Bid.
 - Bidder fails to co-operate in the Bid evaluation process,
 - Bidder is found to be involved in fraudulent and corrupt practices and
 - In case of a successful Bidder, the said Bidder fails:
 - To sign the Agreement in time
 - To furnish Performance Bank Guarantee
 - is found to be involved in fraudulent and corrupt practices

2.10. Bid Form

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

2.11. Bid Prices

- 2.11.1. The Bidder shall indicate the prices in the format mentioned in the e-Tendering website <https://gil.nprocure.com>.
- 2.11.2. Following points need to be considered while indicating prices:
- 2.11.2.1. 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.
 - 2.11.2.2. The rates of any applicable Indian duties & taxes like GST and other taxes which will be payable by the Client on the goods/ services (if any) if this contract is awarded, should be quoted separately,
- 2.11.3. Sharing of responsibility (between DST and the bidder) of procurement of various types of software shall be as under:
- 2.11.3.1. The prices quoted shall be inclusive of license software required for actual running of product. (i.e. Server Operating System and database other software required).
 - 2.11.3.2. DST shall procure or provide the required software platform at user level for running of products like User level Operating System, and system software etc.

- 2.11.3.3. The SP will provide and develop DARMS to run any environment at the central side for Database management.
- 2.11.3.4. The price quoted shall be inclusive of DARMS Software, all licenses software and operation & maintenance support for the period of contract with required number of copies of the licensed version used/proposed for the purpose. This shall also include the cost of integration with other departmental applications Govt. of Gujarat through API.
- 2.11.3.5. Bidder is expected to fill the rates/amount for all items in Financial Bid format. However, in case, the bidder chooses to quote zero, nil amount or blank, it will be his risk and the same shall in no way restrict the scope of the work. Any rate quote field kept blank would imply that bidder is quoting zero prices for that item.
- 2.11.3.6. The full IPR for the solution shall rest with the DST.

2.12. Bid Currency

Prices shall be quoted in Indian rupees only.

2.13. Validity of proposal

- 2.13.1. Proposals shall remain **valid for a period of 180 days (one hundred eighty days)** after the date of financial bid opening prescribed in the RFP. A proposal valid for shorter period may be rejected as non-responsive. DST/GIL may solicit the bidders' consent to an extension of proposal validity (but without the modification in proposals).
- 2.13.2. 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 should also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be permitted to modify its bid.
- 2.13.3. Bid evaluation will be based on the bid prices and technical bid without taking into consideration the above corrections

2.14. Preparation of Proposal

- 2.14.1. The proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings shall not be valid.
- 2.14.2. The proposal shall be typed or written in indelible ink (if required) and shall be initial on all pages by authorized representative of the bidder to bind the bidder to the contract. The authorization shall be indicated by Board Resolution/ Power of Attorney and shall accompany the proposal
- 2.14.3. In addition to the identification, the covering letter (Form 1) shall indicate the name and address of the bidder to enable the proposal to be returned in the case it is declared late pursuant, and for matching purposes.
- 2.14.4. The information submitted must be definitive and specific. Vague terms, incomplete information, counter offers, and 'uncalled for' correspondence shall not be entertained.
- 2.14.5. Alteration / Rewording / Deletion / Correction of any part in the Tender Document are not permitted. If found in any bid proposal, bid may be liable to be rejected without prior intimation to the bidder.
- 2.14.6. Bidder is required to submit the complete proposal along with required forms etc., on <https://gil.nprocure.com>. The proposal shall be exactly according to the presented formats given on the <https://gil.nprocure.com>. The technical response should be concise. Any response not as per the specified format may be liable to be rejected. No

marketing literature pertaining to the bidder should be enclosed along with the proposal. If enclosed, it may be treated as disqualification.

- 2.14.7. Committee would ask the Bidder(s) for detailed presentations/PoC (Demo of the solution). All such presentations and PoC/Demo shall be at the cost of bidder.
- 2.14.8. The bidder is expected to examine carefully all instructions, forms, terms and specifications in the Tender document. Failure to furnish all information required in the Tender Document or submission of a proposal not substantially responsive to the Tender Document in every respect will be at the bidder's risk and shall result in rejection of the proposal.

2.15. Submission of proposal

2.15.1. Submission of Bids:

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

2.15.2. Prices shall be quoted in Indian Rupees Only.

2.16. Opening of Bids by DST/GIL

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

**Gujarat Informatics Ltd.
Block No. 2, 2nd Floor, C & D Wing, Karmayogi Bhavan
Sector - 10 A, Gandhinagar - 382010 Gujarat.**

- 2.16.2. The bidder's representative who is present shall sign an attendance register evidencing their attendance. In the event of the specified date of Bid opening being declared holiday for DST/GIL office, the Bid shall be opened at the appointed time and location on the next working day.
- 2.16.3. The bidder's names, bid modifications or withdrawal, bid prices, discounts, and the presence or the absence of requisite bid security and such other details, as GIL, at its discretion, may consider appropriate, will be announced at the time of opening.
- 2.16.4. Bids and modification sent that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances.
- 2.16.5. The Financial Bids of only those bidders who qualify on the basis of evaluation of technical bid will be opened in the presence of the qualified bidders of their representatives at pre-specified time and date which will be communicated to the qualified bidders in advance.

2.17. Clarification of Bids

2.17.1. During evaluation of bids, GIL may, at its discretion, ask the Bidder for a clarification of its bid. The request for a clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

2.18. Preliminary Examination

- 2.18.1. DST/GIL will examine the bids to determine whether they are complete, whether sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 2.18.2. Prior to the detailed evaluation, 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, Warranty, Applicable law and Taxes and duties will have deemed to be material deviations. DST/GIL determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

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

2.19. Methodology & Criteria for Technical, Commercial and final evaluation

- 2.19.1. DST will form a Committee which will evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, DST/GIL, may, at its discretion, ask the bidders for clarification of their Technical Proposals.
- 2.19.2. The bidders are expected to provide all the required supporting documents & compliances as mentioned in this RFP.
- 2.19.3. During the technical evaluation, DST/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% of technical evaluation out of 100. At any point of time, if DST/GIL feels that the bidder is hiding any information which will affect the project cost in short or long run, DST/GIL may reject his bid without assigning any reason or explanation.
- 2.19.4. Price shall be loaded appropriately for the missing component/quantity/tax etc. Price quoted in the financial bid will be final. Bidder is required to fulfill all obligations as required in the bid as per the prices quoted in the financial bid, for the proposed scope of work and bill of material, applicable taxes or missing component(s), if any for which the description is there in technical response but price is not provided in the financial sheet. Price will be appropriately loaded for the missing tax components/missing components that in the understanding of the evaluators is found to be missing from the proposed bill of material except in case where there is a written justification provided in the technical bid response. Basis of loading shall be the highest cost quoted by the bidders.

2.19.5. The following criteria shall be used to evaluate the technical bids.

Sr. No.	Particulars	Points System	Max. Marks
Bidder Strength			
1.	No. of years of in experience for developing similar type of system i.e. To Design, Develop implement of similar solution	0 to 5 years = 5 marks From 5 to 8 years = 8 marks Above 8 years = 10 marks	10
2.	No. of Projects having similar type of project functions in last 10 Years by bidder. i.e. To Design, Develop, implementation of similar solution	Minimum 3 Projects = 5 Marks 4 to 6 Projects = 8 Marks Above 6 Project = 10 marks	10
Total			20

Technical Capabilities - POC/Demo of DARMS Solution		
3.	Capability of creating independent organizations in the same instance and allow to work in parallel (Multi-Tenancy).	10
4.	Proposed Technical Architecture, Tools and Technologies <ul style="list-style-type: none"> • Integrated Scanning Module and directly upload to DARMS with proper Indexing. • Features like configuration of scanning parameters like DPI, image compression and compatibility with standard scanners, scanning mode etc, file types • Configuration of indexing parameters • Configuration of scanned document quality analysis etc. • Integration capability to other applications 	20
5.	Scalable without any limitation to accommodate hierarchical organogram/ new branches /offices /software's /operations/ users/ functions. Compatibility of scanners	10
6.	Demonstration of DARMS. <ul style="list-style-type: none"> • Features like Right based document access • viewing of document using inbuilt viewer • annotations in documents • searching of documents by different ways like wild card search, index-based search, content-based search etc., file plan configuration, retention plan configuration etc. 	20
7.	Implementation Strategy, project Plan <ul style="list-style-type: none"> • Approach & Methodology • Record Management • Scalability of Software, Risk and mitigation Plan • Training & Plan to manage multiple stakeholders • Development team manpower 	10
8.	Database security for any document change and security architecture	10
Technical Marks (TM)		100
Minimum Qualifying Scores		60

2.23.7 Technical Bid Evaluation:

The technical score of a bidder 'Tb' will be assigned to the bidder & it will be awarded based on the Technical Evaluation Criteria as specified above. DST's decision in this regard shall be final & binding and no further discussion will be held with the bidders whose bids are technically disqualified / rejected. Bidders with technical score of 60% of technical evaluation out of 100 will qualify for the evaluation of the commercial bids.

2.23.8 Financial Bid Evaluation

Those who qualify for the technical bid, only their financial bids will be opened. **The bidder achieving the Lowest One (L1) financial score will be invited for negotiations for awarding the contract.**

2.20. Contacting GIL/DST

2.20.1. No Bidder shall contact tenderer 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 tenderer, he should do so in writing. Tenderer reserves its right as to whether such additional information should be considered or otherwise

2.20.2. Any effort by a Bidder to influence GIL/DST 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.

2.21. Award of Contract

On acceptance of Proposal for awarding the contract, DST/GIL will notify the successful bidders in writing that their proposal has been accepted and Contract Agreement will be signed. After signing of the Contract Agreement, no variations in or modifications of the terms of the Contract shall be made except by written amendment signed by all the parties.

2.22. DST/GIL's Right to Accept Any Bid and to reject any or All Bids

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

2.23. Notification of Awards

2.23.1. Prior to the expiration of the period of the bid validity, DST/GIL will notify the successful bidders in writing, to be confirmed in writing, that his bid has been accepted.

2.23.2. The notification of award will constitute the formation of the Contract.

2.24. Signing of Contract

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

2.24.2. Within 21 days of receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to DST/GIL.

2.25. Performance Bank Guarantee

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

2.25.2. The Performance Bank Guarantee (PBG) @10% of total contract value has to be submitted within twenty one (21) working days of receipt of award valid up to 180 days beyond the expiry of contract.

2.25.3. The PBG shall be denominated in Indian Rupees and shall be in the form of a Bank Guarantee issued by any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2019/50/DMO dated 01.11.2019 issued by Finance Department or further instruction issued by Finance Department time to time. (The draft of Performance Bank Guarantee is attached herewith).

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

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

- 2.25.6. In the event of any contract amendment, the bidder shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Bank Guarantee, rendering the same valid for the duration of the contract, as amended for further period.
- 2.25.7. No interest shall be payable on the PBG amount. DST may invoke the above bank guarantee for any kind of recoveries, in case; the recoveries from the bidder exceed the amount payable to the bidder.
- 2.25.8. The Performance Security shall be in the form of Bank Guarantee valid for 8 years from the date of actual start of operation.
- 2.25.9. After completion of 8 years O & M period, contract may be extended for 2 more years on mutual agreed price depending upon successful completion of the job and performance review. Then the period of PBG should also be extended.

2.26. Confidentiality

Information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any bidder or any other persons not officially concerned with such process until the selection process is over. The undue use by any bidder of confidential information related to the process may result in rejection of its proposal. Except with the prior written consent of DST, no party, shall, at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

2.27. Disqualification

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

- 2.27.1. Submitted the Proposal documents after the response deadline.
- 2.27.2. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- 2.27.3. Submitted a proposal that is not accompanied by required documentation or is non-responsive.
- 2.27.4. Failed to provide clarifications related thereto, when sought.
- 2.27.5. Declared ineligible by the Government of Gujarat, or any of the departments in the Gujarat State Government, for corrupt and fraudulent practices or has been blacklisted at the time of submitting the bid.
- 2.27.6. Submitted a proposal with price adjustment / variation provision.

2.28. Binding Clause

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

3. SECTION – III SCOPE OF WORK

3.1. Introduction

Department of Science and Technology is one of the key departments of State Government to promote and implement IT and e-Governance in the state.

The proposed Document Archival & Records Management System should be an open source based Document Archival & Records Management System for creation of a centralized Document Management repository which will allow easy archival and retrieval of the documents archived into the system.

The system will have a Centralized Document Repository of the Government Legacy Records (which needs to be scanned/already scanned). Departmental users or its authorized agency would be able scan/capture/upload the documents through mobile and/or tablet capture/scanning solution with required indexing.

Also the generated documents will stored in the respective folder for future reference and usage. It will also allow the long term archival of documents and the capability to apply retention and disposition policies on electronic records.

With this system, department has envisaged below mentioned benefits:

- Anytime, anywhere access of documents
- Departmental officials can use the approved documents from centralized repository.
- Reduction in document validation time
- DARMS and scanned document data, through API will connect with departmental applications such as eDhara, eNagar, IFMS, IWDMS etc.

The selected bidder shall supply, customize, configure and implement a complete integrated DARMS and support the same for a period of 8 years for unlimited users. The bidder shall be responsible for providing all types of applications/services, as mentioned in Tender document and Scope of Work, as a part of this project.

3.2. Functional Scope

3.2.1. Indicative functional requirement of the System

- Successful bidder will develop a scanning solution for Government of Gujarat in which user will scan the document and store it in common storage.
- Application will be hosted on SAN storage whereas documents and archival content hosted on NAS/Unified Storage.
- Proposed system should store the document department wise, branch wise, year wise, month wise etc.
- Stored document should be open in any viewer; there should not be any locking for viewing the document.
- Government of Gujarat will use this solution as Software as a Service for all GoG Department/board/corporation etc.
- There should be maker & checker concept while scanning & uploading the document.
- The application will allow purging of records after the review process as per manual of office procedure. Bidder has to develop necessary workflow for this.
- Scanning of documents is not in bidder's scope. Bidder need to develop scanning and document management solution.

3.2.2. Scanning and Imaging

- The application should be able to communicate directly with any scanning devices.
- Support quick scanning and indexing of bulk documents. The stages of scanning, quality check and indexing shall be preferably mapped as stages in scanning solution.
- To store scanners settings for different types of documents within same record at scanning software level.
- Easy to use GUI for setting the scanning properties like indexing parameters, DIP, scanning mode, compression etc.
- Facility to upload scanned batches with Auto folder/ Subfolder creation document filing & indexing on user defined fields.
- Support Scheduled uploading from directories i.e. Folder mapping as so that files can be scheduled for upload.
- Support scanning the single page and multi-page document. Should be able to make a multipage document into a single document with multiple pages.
- The proposed solution should provide for automatic correction of scanned images for parameters like format/ compression not proper, skew, wrong orientation, error in automatic cropping, punch hole marks etc. during scanning. The scanning solution should provide support for automatic document quality analysis and various level check for quality checking like scanning operator and approver so that only quality checked documents get uploaded to the repository. There should be an independent software quality check service available as part of software.
- Proposed system should support batch scanning of documents with different scanning resolutions. The resolution may vary from different department need.
- Image compression /decompression should support CCITT Group 4, JPEG, JPEG 2000, JBIG or other output format standards with no proprietary alterations of the algorithms. The selected compression technology shall not include extraneous information not supported by relevant industry standards.
- Should have various reports such as:
 - Day wise report of Data entry performed/characters entered as part of data entry activity on user basis at different locations/site
 - Quarterly report of no of document scanned
 - Report on the basis of various parameter. E.g. date range for data captured for scanned documents, file name, type etc.
 - The system should have various reports such as No of pages rejected by departmental official per batch, no of pages send for rescanning Vs no of pages rescanned etc.

3.2.3. Document Types

- This Feature provides flexibility to store any kind of document in DARMS.
- The repository should be format agnostic. However, administrator can restrict uploading of any specific formats, if need be.
- Should supports document categorization
- Should facilitate retention policy and archival based on document type and life.

3.2.4. Documentation

- Capturing metadata (key data about the document) is the key to successful search and document organization. The software should be easy to use controlled document tagging ensuring documents are classified. Automated metadata capture functions are needed.

- The System shall support categorization of documents in folders-subfolders just like windows interface. There should not be any limit on the number of folder and levels of folder
- Should support various metadata formats such as numerical, data, Boolean etc.
- The documents generated such as certificates through the existing application should get archived in the respective **citizen folders** in the document repository
- Should enable users to customize the metadata information of document for specific needs such as review, approve and search
- Should support automatic updating of metadata during import of document bulk
- Should support metadata validation such as format, range of values etc.
- Should allow administrator to define at configuration time whether each metadata element is mandatory or optional and able to be searchable
- Should support unlimited number of metadata elements allowed for each document Supports a robust metadata model and provides a method to better organize and add additional structure to managed content.
- Ability to define additional attributes for handling different type of records in the File Plan
- Should support automatic metadata extraction for the captured record which exists in various formats
- Should be easy to customize the metadata information for specific needs.
- Should allow classification of scanned record as per government's manual of office procedure norms. Upon completion of life of the document, the application will allow purging of records after the review process as per manual of office procedure.

3.2.5. Document Linking

- Document to document linking builds parent or child relationships between documents and allows users to link and organize documents in logical groups. Linking provides the ability to create document shortcuts to documents frequently needed.
- Should have the capability to link the existing documents with the output documents i.e. certificates etc. generated through the existing applications
- It shall be possible to link a document to an already existing document.
- The System shall provide facility to link cross-related documents like Application form and Field report, Grievance and reply sent etc.

3.2.6. Optical Indexing

- Facility to have number of fields of various types like Alphanumeric, date, float, numeric etc.
- Provide facility to index folders and documents on user- defined data type.
- Provide extensive search facility to retrieve documents from Folders.
- Should support automatic extraction of metadata from the record when they are either created or captured

3.2.7. Architecture & Integration

- System should have all Administration services such as archiving and removal, configuration, audit trails and system reports, and back-up and recovery capabilities are available for all content management applications, using one Web-based user interface.
- The system should be platform independent and should support both Linux and Windows platform with or without virtualization.

- Support open, scalable, Multi-tier architecture with each tier fully independent with support for clustering disaster recovery site
- Inter-operability - The systems must seamlessly integrate with any or all of the existing legacy and Core applications and shall support interface with other open-standard systems.
- The proposed Document Archival & Records Management System should be interoperable and built using open standards such as Content Management Interoperability Services (CMIS), Open Document Management API (ODMA), Web Distributed Authoring and Versioning (WebDav) etc. It should have support for comprehensive APIs, web services, XML based API which can be used for integrating the Document Archival & Records Management System with other departmental application, Digital Locker repositories etc.

3.2.8. **Electronic Signatures**

- Should have the ability to add eSign/Digital Signature Certificate (DSC) to documents such as legal agreement makes the Document management software even more powerful. E-sign/DSC will be provided by the tenderer.

3.2.9. **Web Access**

- The document management software should be browser based and can be accessed from anywhere via the web interface through API.
- Multiple browsers should be supported and all functionality should be available including system administration and library administration.
- Should support tablet/Mobile browsers with web responsive/progressive User Interface

3.2.10. **Web Services**

- Web Services through APIs should be provided so as to allow direct integration with different government of Gujarat applications. Such applications could be 3rd party applications and flexible integration with existing back office systems. These web services should be available to third parties to provide easy integration with other enterprise solutions and productivity applications
- Should be based on open standards and have API for data import & export.
- The System shall provide fully functional web/xml based APIs for Integration.
- No data should be transferred at the time of API call, but data to be delivered on the fly through the departmental application.
- Stored data and documents in DARMS will be accessed by several departments or citizens through application interfaces of Gujarat government departmental applications which cater to G2C or G2B or G2G services.

3.2.11. **View and Search**

- The System shall provide its own in built viewer for viewing of documents without the need of native application. The viewer should support at the minimum viewing of Image files, PDF & PDF/A files, MS Office files, HTML files.
- Proposed system should have facility to download the stored document and it should be opened in any viewer.
- The viewer should support multiple imaging features like Zoom In, Zoom Out, Rotation, navigation across the pages etc.
- The system should support viewing and rendering of PDF/A documents in inbuilt viewer.

- Store annotations as separate file and at no time, the original image shall be changed. The system shall provide facility of taking print outs with or without annotations.
- Should have feature to show thumbnail view of images in a record
- The user should also have an option to retrieve the whole file based on the file subject / meta tags of file number.
- Should support the search capability with combinations of metadata
- Should allow users to save and re-uses search queries
- The system shall provide facility for securing annotations for selective users.
- Should support the search capability with combinations of metadata
- It should be easy to customize the search capability and should allow users to save and re-uses search queries
- Should support formatting of search results such as search order, maximum number of records and display format by the users.

3.2.12. **Multiple Repository**

- Should have scalability to Increase document storage capacity by adding multiple repositories (hard drive space) to improve the scalability of the document management software to accommodate even greater number of documents being stored.
- DARMS should be designed for storing high volumes.

3.2.13. **Communication Protocols**

Should support LDAP, HTTP, HTTPS, SOAP protocols.

3.2.14. **Document naming Standards**

- The software should automatically create document names to enforce adherence to document or record naming conventions and automatically created document names should be editable.
- Shall allow creation of document class/type and assign the metadata attributes to them
- Support for tagging and taxonomy. Content should have metadata associated when checked-in.

3.2.15. **Quality Control**

- The solution should have the capability to define the scanning workflow having various stages such as maker & checker by departmental users.
- This module allows the scanner operator to Review all scanned images in the same sequence as well as re-position, re-scan and even enhance the quality of images.

3.2.16. **User Roles and rights**

- Should have a choice of different user security roles ranging from “read only” to “System Administration” to provide an appropriate level of user access permissions for workers at all levels. Users see only documents that administrators want them to see. Create department, HOD/field / District level users for management roles.
- Should support highest level of document and information security
- Provides comprehensive security including role-based, account based, rule-based and content-level security models, ensuring only the right people can access the document
- Should allow only authorized users to create and register records.

- Should allow authorized users to change or amend any retention period allocated to any file at any point in the life of the file
- Should support destruction of record by authorized individuals or by batch process as per GAD office procedure manual. There should be workflow for destruction of record.
- The system shall support multiple levels of access rights (Delete/ Edit/ View/ Print/ Copy or Download).
- System shall support for application-based rights
- The system shall support system privileges like Create/Delete Users, Define indexes etc.
- The system shall support secure login id and passwords for each user and passwords shall be stored in encrypted format in database.
- The system shall have a facility to define password
- Policy with extensive password validations like passwords must be of minimum 8 characters, shall be alphanumeric, locking of user-id after three un-successful attempts, password expiry, password history so that passwords are not same as previous passwords etc.
- The System shall support integration with database-based authentication.
- Should record the deletion of records comprehensively in the audit trail
- Should support prohibit access to the system without an accepted authentication mechanism attributed to the user profile
- Should restrict user access to specific files or records. Should restrict user access to specific parts of the records classification scheme.
- Should support restrict user access to particular features (e.g., create, read, up-date and/or delete specific metadata fields; change records profile metadata, open/close files/volumes, register records, perform scheduling activities)
- Should support role based access control system (for examples roles might include Records Officer, Records Clerk, Database Administrator)
- Should support access control to users and users groups and associating them to records and volumes with privileges

3.2.17. **Records Management**

- Manage both short and long-term working and archived documents. Advanced Record retention and disposition policies for both electronic and paper-based records should be provided as a standard in the document management software
- Document, data and usage history to be fully captured to stay in compliance
- Provides ability for administrators to archive and backup content.
- Solution should include Records Management component to comply with regulatory and legal policies for long-term archival of content.
- Solution should manage lifecycle of documents through record retention, storage, retrieval and destruction policies.
- Solution should support managing and tracking of physical location of documents
- Solution should have a provision to define physical location of record management facility
- Solution should have a facility to define disposition schedule / policies for record
- Solution should provide the capability for only authorized individuals to view, create, edit, and delete disposition schedule components of record categories. The complete schedules would be as per the organizational policies.
- Solution should have a provision to move & track a record among users within office/across locations

- Ability to create file plans with any number of record categories or folders and assign disposition schedules
- Supports generation of reports for Record Managers as well as audit trails
- The solution shall provide consistent records and retention management for electronic content across multiple systems with centralized policy management
- Should support tracking unique identifier for record or file

3.2.18. **Reporting and document Compliance**

- The document management software should have built in reports to give administrators information about the documents and users. Trace Log, Audit Log, System Audit Log, Library Audit Log, Full Text Search Report
- Ability to Search, view and print audit trail information and file plan details right from the Web browser
- Provides audit trails of the operations performed by the users.
- Ability to apply retention policies to content based on criteria such as expiration date, content usage, and specific events
- Should support administrative reports such as users, groups, authentication failure etc.
- Should provide flexible reporting facilities on audit trails for the administrator.

3.2.19. **Active Directory Integration/Equivalent**

- Should support Active Directory Integration and synchronization.

3.2.20. **Admin Module**

- The system shall support web-based administration module for the complete management of system.
- The Admin module shall support Users/Groups/Role definition and granting Access Rights to them and set password expiries
- Should have a web based administration component for managing all administrative tasks like assigning access controls, records management, document management, scanning and storage
- The Admin module shall provide easy to use interface for Index structure definition that can be used by different users.
- The Admin module shall provide interface for purging old audit trail and do selective logging i.e. select the system or application features for, which the audit trails have to be generated.
- Hierarchical user management
- Bidder has to configure and provide the tightly controlled user creation for scanning jobs.

3.2.21. **Response time**

- The Bidder must ensure that all DARMS searches must return results within a maximum time of 5 (five) seconds and ALL pages of the DARMS must open on intranet within a maximum time of 3 (three) seconds for images of 50-100kb in size. Audit logs for the same should be made available by the DARMS Software.

3.2.22. **Technical Details:**

- Application type: Three tier web based application
- Technology Platform:- Open Standard (Open source/Commercial Product)
- Back end Technology: Open Standard

- Database Technology: Enterprise edition with Enterprise Support
- Server OS Support: Windows & Linux Environment
- The preferred platform for database is open source. However, bidder can use & bid for any proprietary database at server side and no specific user license required at client side. The details of such database software should be provided in Bill of Material and financial bid should be inclusive of the rate of such database licenses.
- Bidder should supply genuine, perpetual and very cost-effective licenses to fulfill proposed solution requirements.
- If proposed solution is COTS, post termination of this contract, tenderer can buy COTS licenses from OEM or any other vendor and can have the customized solution built as part of this contract run for further period after engaging OEM of COTS or any of its authorized partner.
- The application will be hosted on x86 platform at Government Cloud. The required compute power and storage will be provided at SDC by Department. SDC will provide the entire required infrastructure such as servers and internet connectivity etc. Bidder has to make arrangement of active-active clustered on cloud.
- The application should be compatible with any open standard technology. The bidder has to quote and supply any OS and database for 500 concurrent users with 10% YoY growth on open standard technology with 8 years of AMC/ATS support. The bidder has to envisage incremental licenses and AMC/ATS cost and the quote for the same in financial bid.
- DST shall provide the necessary administrative support for hosting at SDC. However, the necessary support, installation, update, upgrade and security will be the responsibility of SP.
- Bidder has to provide proposed bill of material in the following format along with the technical bid.

○ Bill of Material for **Hardware**

Sr. No.	*Description	vCPU	RAM	HDD Space	Quantity	Remarks, if any

*Description: required DB servers, app servers, reporting servers or any other server (for production, testing development etc.), equipment required for running the application at DC; 1 physical core = 2 vCPU

○ Bill of Material for **Software**

Sr. No.	*Product Description	Unit of Measurement	Licenses quantity for DC	Remarks, if any

*Description: Required all the readymade software including OS and Database, App, Web, BI etc. for DC. We don't support Solaris.

- The system should work on online and offline mode.

- The application should run on all major browsers like Internet Explorer, Microsoft Edge, Google Chrome, Mozilla Firefox, Safari, Opera etc. and it should be compatible with latest and 2 earlier version of browser and all future versions.
- Should have following features:
 - Support for web enabled applications
 - Portability of data through import/export procedures
- The application developer/software provider should ensure that the proposed application architecture & offered solution including software or any other tool should be latest and should not be end of support/end of sales during the 8 years of O & M period. Bidder has to provide the latest version of application, latest major upgrade/alternate product with all relevant customization without any additional cost to GoG.
- The proposed solution should be on open standard and compatible/inter-operable with other technology so that, there should not be any proprietary lock in situation during the 8 years of O & M period.
- After completion of 8 years and at the time of handover-takeover, SP has to provide the application with latest technology version, update and upgrades.
- Bidder has to modify system documentation for all the changes made to the source code, structure and architecture during O & M period. The modified code should be checked-in to version control system as per agreed change management process by GIL/DST/PM-SDC.
- The base framework of the Document Archival & Records Management System shall be flexible to create “3” number of instances for the various department as per their requirements of scanning and related Meta data entry and retrieval with unlimited user licenses. It means different department can use same DARMS solution by creating the instance as per their requirement.

3.3. Integration Scope

Integration through API with any other existing/upcoming/futuristic departmental portal/applications of Govt. of Gujarat during the tenure of the contract i.e. During development/customization of solution and continue during O & M phase will need to be done by the bidder.

3.4. Operation & Maintenance Support

- The SP has to provide the operation & maintenance for the period of 8 years from the date of Go-live which covers Resolution of errors/bugs (if any), software updates, patches, changes in the software that may be necessary due to legal/statutory/GR/Any Act etc. changes.
- Ongoing technical support for application
- Fine Tuning updates/patches reporting
- Fixing logical/run-time errors in the applications
- Development, Testing and Implementation for Bug-Fixes
- Generate reports on changes made in applications
- Generate reports on change given to support team
- System administration and database management support
- Development of new application release
- Deployment of new application on production servers
- Synchronize the application release in all application servers of DST
- Maintaining checklist for the status of deployment on all servers
- Monitoring & Reporting Server/ System performance
- Continuous development

- User Creation
- Giving/providing MIS reports to the concerned authorities weekly/monthly/daily basis.

SP shall provide Customer support interface with online, telephone and on-site support, and other deliverables as described below. The space for helpdesk facility would be provided by Govt. of Gujarat.

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

- Department of Science and Technology will procure the DARMS under this RFP and provide the other Govt. Departments/Boards/HoDs and government offices of Gujarat this software as a service.
- Provide warranty/on-site maintenance product, software that shall be supplied and installed under this procurement throughout the period of contract as per SLA and provide warranty execution/onsite maintenance of the Database S/W.
- The support coverage shall be as per the service window mentioned in the Section – “Service Level”.
- Provide manpower for operations, maintenance and onsite warranty support of all the existing and supplied items.

3.5. Project Management Structure

The bidder needs to provide detailed Project Management Structure along with the required manpower for successful execution of project. The following are the details of the Project Management Services to be offered for the delivered and deployment services, proposed software etc. as defined in their respective Scope of Works:

- The objective of the Project Management Service is to provide a systematic approach to managing the project from inception through implementation for 8 years after Final Acceptance Test and finally delivery of the system / services.
- The project management involvement is throughout the entire project life cycle from pre-planning, project kick-off, project inception, project design, Infrastructure implementation, deployment, FAT to project hand-over for operations and maintenance.
- The bidder will put all his project development and execution resources at Gandhinagar at space to be provided by the DST. No remote location development support will be permissible. Whatever project related resources are indicated at the stage of evaluation of technical bid shall be considered to be the project resource persons that bidder will put on the project. Tenderer will provide sitting space, table, chair, internet connectivity only for the onsite team.
- In order to ensure the smooth functioning of Supply/Design/Customize and configurable Document Archival & Records Management System bidder should have to deploy minimum following no. of resources with desirable skill set during operation and maintenance (O&M)
 - 1 – Product expert for integration through development of API (with NAS/SAN/any storage and other departmental application, resource should be IT Graduate and having at least 3 years of experience)
 - 1 – Resource for Configuration and User Management and training as per requirement. (resource should be IT Graduate and having at least 2 years of experience in the offered product)

Storage & Backup Architecture and Deployment Services

This service includes:

- The development of a detailed Backup Build Specification and Test Procedures Plan;

- The Installation of licenses for the required software modules according to the Build Specification Report;
- Installation testing of the final implementation, according to the accepted Storage & Backup Test Procedure Plan;
- A system hand-over, explaining the configuration of the storage as documented in the relevant Build Specification, to the appropriate staff before project completion.
- Provide periodical statement for project control and evaluation (so that transition can be smooth)

3.6. Language of the Product

- The product delivered by the SP should be Unicode complaint and should support Gujarati and English languages.
- The application user interface will have to program in two different language formats – 1. English Language 2. Gujarati language.

3.7. Documentation

The SP shall prepare all necessary documentation for the project, and provide them to the DST for review/approval/record/reference etc. as mentioned in this RFP. ***The following is the list of deliverables (but not limited to) in the form of documents to be submitted by the SP in the course of project implementation.***

- System Requirement Specification (SRS) document
- High Level Software Design document including Software Architecture design, Logical and Physical Database Design etc.
- Software Testing Documentation (including details of defects/bugs/errors and their resolution)
- Integration Test cases & results for applications developed
- Complete Source Code with documentation in every six months
- Security Level Design Document & implementation of Security policy
- Training Manuals and literature for departmental users and citizen
- User manuals, Installation Manuals, Maintenance Manuals

3.8. Training

Training shall be conducted at Secretariat or any appropriate government location as suggested by the tenderer. However, it would be 'Train the Trainer' concept, where representatives (Number of Master Trainers: Approx. 250 officers in the batch size of 30) from different departments, divisions and agencies would be trained who in turn would train individual users in the respective divisions and departments/agencies. However, in 'Train the Trainer' concept, there shall be one technical subject matter expert from OEM to resolve any on-the-fly queries of the training group.

1. The logistic for the trainer will be arranged by the SP.
2. The selected bidder shall have to provide all requisite resources for imparting training to a selected group of end users as described above.
3. The Govt. of Gujarat shall arrange requisite training infrastructure projectors with screen and internet connectivity during the various trainings being conducted at various levels.

4. SECTION IV: SERVICE LEVEL AGREEMENT & 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 DST for the duration of the contract for providing DARMS Applications, Training, Operation & Maintenance support against the stated scope of work. DST shall regularly review the performance of the services being provided by the SP and the effectiveness of this SLA.

4.1. Definitions

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

- "Uptime" shall mean the time period for which the specified services / components with specified technical and service standards are available to 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 users and excludes the scheduled outages planned in advance for the DST central IT infrastructure.
- "Incident" refers to any event / abnormalities in the functioning of DST specified services that may lead to disruption in normal operations of DST services.
- "Response Time" shall mean the time taken (after the incident has been reported at the concerned reporting center), in resolving (diagnosing, troubleshooting and fixing) or escalating to (the second level, getting the confirmatory details about the same and conveying the same to the end user), the services related troubles during the first level escalation.
- The resolution time: the resolution time is the time taken for resolution of the problem and this includes provisioning of the work around to immediately recover the situation. The resolution time shall vary based on the severity of the incident reported.

4.2. Categories of SLAs

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

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

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

4.2.1. Implementation related penalty for Application software

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

Milestone	Target	Severity	Penalty
As mentioned in Timeline	As per delivery Schedule	Critical	A Penalty of 1% of value of milestone per week or part thereof for delay subject to maximum cap 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 i.e. for the period of delay solely attributable to SP, as per the terms and conditions of this RFP. If delay exceeds maximum delay weeks at the particular milestone, DST may have rights to terminate the contract, Performance Bank Guarantee of the bidder will be forfeited.

4.2.2. Operational related Penalty

4.2.2.1. For Software Application Uptime

Sl. No	Measurement	Target (monthly)	Penalty
1	Product 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.	>= 99.7%	No Penalty
		Between 99.7% to 98%	A penalty of 1% of Quarterly invoice
		Between 98% to 96%	A penalty of 2% of Quarterly invoice
		Between 96% to 92%	A penalty of 4% of Quarterly invoice
		Below 92%	For Each 1% down an additional penalty of 2% of Quarterly invoice over and above will be levied. For e.g. if actual uptime is 90% then total penalty will be calculated as- 92% - 90% = 2% For 2% ---> additional 2% quarterly invoice = 4% quarterly

			This 4% penalty + invoice 4% penalty for being below 92% which amounts to total 8%.
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For shutdown permission from DST/GIL shall be taken.

4.2.2.2. DARMS Service Level - Severity Level Definitions

During O&M period, bidder will have to respond to service/support call for Software Solution , OS, and Database as per below severity levels.

Severity Levels	Response Time	Resolution Time	Penalty
Critical severity - L1	30 min	4 hours	Rs.15,000/-
Medium severity - L2:	60 minutes	1 day	Rs.10,000/-
Low severity - L3: Problem	120 minutes	5 days	Rs.5,000/-

Detailed explanation of the Severity levels and possible responses are described below:

Severity 1 problem: Complete System Down/not available at data centre and work is halted.

Severity 2 problem: System Impaired but available. System is not operating with full capability but is still operational. Some examples of severity 2 calls may include but are not limited to:

- Impaired or broken functionality with significant impact to applications;
- Frequent system failure, but no data loss;
- Significant system performance degradation.

Severity 3: Problem: System Operation Normal but need improvements. System is up and running with limited or no significant impacts. Some examples of Severity 3 calls may include:

- Bugs which cause limited or no direct impact to performance and functionality;
- Limited impact –performance not as per the specified standard; and
- System performance support questions
- Changes in systems/access controls/tuning requirements.

Penalty Calculations

- Penalty calculations shall be calculated on accumulated non-compliance for all of the above SLAs.
- Total Time shall be measured on normal office hours of Government of Gujarat (10:30 AM to 6:10 PM on working days). If complain is made before 4 pm of the working day, resolution time shall be counted from the same day and for complain made after 4 pm, resolution time shall be counted from next working day.
- Any planned downtime for maintenance shall be with prior written permission from DST and must be intimated to all users.

- The quarterly operational penalty is capped at 10% of quarterly invoice value. However, if such value of 10% is reached for any Two Quarters consequently during the contract period, then the DST/GIL will have the right to terminate the contract.

4.2.2.3. Development/Change during O&M period

SLA Measure	Target	Flat Penalty Rs.
Response Time	1 Day	-
Resolution Time	Upon Mutually agreed time	NIL
	> 1 Day < 7 Days	1000 Per day
	> 7 days	2000 per day

4.2.2.4. Operational Related Penalty for Development/Change during O & M Period

Once the change is developed and implemented, it will become the part of the Software application and the operation related penalty of the application software will be applicable on that, if any.

4.2.2.5. Penalty of Manpower

- In case of absent of the manpower, bidder has to provide the alternate arrangement to carry out the activities. In the one-man month 24 man-days will be counted as per working days in GoG of that month.
- In case the resource has resigned then the bidder has to inform before 1 month such resignation. Due approval for alternative arrangement should be taken from DST/GIL.
- SP shall promptly deploy a replacement to ensure that the role of any member of the Key Personnel is not vacant for any longer than 7 days, subject to reasonable extensions requested by SP
- Prior Intimated Leave of absence will be allowed: 24 days per designated post in a Year. If a resource proceeding on leave or becoming absent is replaced with a resource approved by authority, then such substitution will not be treated as absence.
- Before assigning any replacement member of the Key Personnel to the provision of the Services, SP shall provide:
 - a resume/curriculum vitae and any other information about the candidate that is reasonably requested; and
 - An opportunity to interview the candidate.

SLA Measure	Target	Flat Penalty Rs.
Absence of Manpower and not made alternate arrangement	> 1 Day	Rs. 200 per day Per person
	> 7 days to < 15 days	Rs. 500 per day Per person
	> 15 days	Rs. 1000 per day Per person

5. SECTION V: GENERAL TERMS & CONDITIONS

5.1. Governing Language

The Contract shall be written in English Language. English version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English Language. All submissions/ documentations/ manuals/ codes shall be in English only except the user manual.

5.2. Subcontracts

SP is not permitted to out-source or share contractual obligation with any other party of the work assigned to the SP. However, in case of any explicit requirement, Department of Science and Technology may permit SP to out-source services or part of services for execution of their contractual obligation. The payment, however, shall be made to the SP, which has a valid contract with the concerned Department of Science and Technology.

5.3. Standards of Performance

The SP shall give the services and carry out their obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The SP shall always act in respect of any matter relating to this contract as faithful advisor to DST. The SP shall abide by all the provisions/Acts/Rules etc of Information Technology prevalent in the country. The SP shall conform to the standards laid down in RFP in totality.

5.4. Delivery and Documents

As per the time schedule agreed between parties for this project given to the SP from time to time, the SP shall submit all the deliverables on due date as per the delivery schedule. No party shall, without the other party's prior written consent, disclose contract, drawings, specifications, plan, pattern, samples or other documents to any person other than an entity employed by the affected party for the performance of the contract. In case of the termination of the contact, all the documents prepared by the SP under this contract shall become the exclusive property of DST. The SP may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from DST. DST reserves right to grant or deny any such request.

5.5. SP Personnel

The SP shall employ and provide such qualified and experienced personnel as may be required to perform the services under the this project. It is desirable from the SP to deploy the personnel, who have adequate knowledge and experience in the domain related with this project. It is desirable that the SP shall hire the services of domain Specialists, if required, to work on the Project effectively.

5.6. Applicable Law

Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time. The contracts shall be interpreted in accordance with the laws of the Union of India and that of the State of Gujarat

5.7. Use of Contract Documents and Information

- 5.7.1. The SP shall not, without DST'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 SP in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend to only as far as may be necessary for purposes of such performance.
- 5.7.2. The SP shall not, without DST's prior written consent, make use of any document or information except for purposes of performing the Contract.
- 5.7.3. Any document, other than the Contract itself, shall remain the property of DST and shall be returned (in all copies) to DST on completion of the SI's performance under the Contract if so required by the DST.

5.8. Intellectual Property Rights, Patent Rights & Copyrights

- 5.8.1. Deliverables created by Bidder specifically for Govt. of Gujarat and identified as such in the relevant Scope of Work, in case of open source, the IPR of the same shall be the Exclusive property of DST, the ownership of the entire solution and the source code will solely lie with Government of Gujarat.
- 5.8.2. The SP shall indemnify DST against all third-party claims of infringement of copyright, patent, trademark or industrial design rights arising from use of the Bidder-Branded Products or Service provided Govt. of Gujarat promptly notifies SP of such claim, cooperation with our defense and grants SP the sole control of the defense. If the SP fails to comply and DST is required to pay compensation to a third party resulting from such infringement, the SP shall be responsible for the compensation including all expenses, court costs and lawyer fees. DST will give notice to the SP of such claim, if it is made, without delay where upon SP shall reimburse.
- 5.8.3. While passing on the rights (license) of using any software/software tool, the SP shall ensure that such rights are inclusive of the use of that software for development in addition to deployment.
- 5.8.4. The software licenses supplied by SP shall be genuine, perpetual, full use and should provide patches, fixes, security updates directly from the OEM at no additional cost to DST for the entire period of contract. All the licenses and support should be in the name of DST from the date of procurement.

5.9. Inspection/Testing**5.9.1. Application :**

- a) DST or its representative shall have the right to inspect and/or to test the software or work of the SP to confirm their conformity to the Contract specifications at no extra cost to the DST.
- b) As per Govt. Of Gujarat circular dated 10th March 2006, the applications must be tested at EQDC, GIDC, Gandhinagar or at the location specified by DST/GIL at the cost of SP. The SP must include testing cost in their financial bid. The different types of tests that has to be performed through EQDC/other competent agency are as mentioned below:
 - Functional Testing
 - Stress/Load Testing
 - Performance Testing

5.9.2. Application Security Audit:

In addition to inspection & testing, the SP shall also be responsible to get application security audited by CERT-In Empaneled application security Auditors at the cost of the SP and submit the Security Audit Clearance Certificate issued by CERT-In Empaneled Security Auditors.

- a) The SP must submit the test results to DST.
- b) Should any inspected or tested software fail to conform to the specifications, the DST may reject the software and the SP shall either replace/redevelop the rejected software or make alterations necessary to meet specification requirements free of cost to DST.
- c) DST's right to inspect, test and, where necessary, reject the software / deliverable after the software deployment at Project Site shall in no way be limited or waived by reason of the software previously been inspected, tested and passed by DST for its representative prior to the software deployment.
- d) No clause in the RFP document releases the SP from any warranty or other obligations under this Contract.
- e) The inspection of the working of the developed software shall be carried out to check whether the software is in conformity with the requirements described in the contract. The tests will be performed after completion of installation and commissioning of all the software at the site of installation. During the test run of software, no malfunction, partial or complete failure of any module of software or bugs in the software is expected to occur. All the software should be complete and no missing modules/sections will be allowed. The SP shall maintain necessary logs in respect of the result of the test to establish to the entire satisfaction of DST, the successful completion of the test specified. An average uptime efficiency of 99% for the duration of test period shall be considered as satisfactory. On successful completion of acceptability test and after DST is satisfied with the working of the software on the, the acceptance certificate of DST will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the software.
- f) Before the Application is taken over by DST, the SP shall supply operation manuals. These shall be in such details as will enable DST to use the software as stated in the specifications. The documentation shall be in the English/Gujarati language and in such form and numbers as stated in the contract document. Unless and otherwise agreed, the software shall not be considered to be complete for the purpose of taking over until such documentation has supplied to DST.
- g) Bidder is responsible for adhering the GSDC policy as it's an ISO certified data center from time to time like-
 - After installation, GSDC will carry out security audit 2 times in a year as a part of GSDC policy at the cost of GoG. However, bidder is responsible for closing all the vulnerability and observations raised by the GSDC without any additional cost.
 - Patch Management will be done by Selected Bidder with the help of current DCO of GSDC
 - Selected Bidder is responsible to compliance all VA/PT/ISO/ any other audit done by GSDC

5.10. Change Request Orders

- 5.10.1. During the development and O&M phase, any change in scope of work, shall not be construed as change Request order and instead will become part of scope of work accompanying this bid document. However, the bidder has to deploy team mentioned in this RFP for any changes in the application during the tenure of contract.
- 5.10.2. DST may, at any time, by written order given to the SP make changes within the general scope of the Contract in any one or more of the following:
- a) Designs, specifications, requirements of which software or service to be provided under the Contract are to be specifically developed / rendered for DST;
 - b) The place of delivery; and/or the Services to be provided by the SP.
- 5.10.3. Training of personnel of the DST in terms of hours/subjects will be without any additional cost.
- 5.10.4. Once the change request is developed and implemented, it will become the part of the Software application without any additional cost to GoG.

5.11. Suspension

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

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

5.12. Termination

Under the Contract, DST may sent an advance written notice of 30 days to terminate the SP in the following ways:

- 5.12.1. Termination by Default: DST may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the Contract in whole or part within 30 days:
- a) if the bidder fails to deliver any or all of the product as per the delivery schedule including installation, Final acceptance test & commissioning mentioned in the bid, or within any extension thereof granted by the tenderer; or
 - b) if the Bidder fails to perform any other obligation(s) under the Contract/Purchase order; or
 - c) If the Bidder, in the judgment of the tenderer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 5.12.2. Termination for Convenience: DST by written advance notice of 30 days sent to the SP may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for DST's convenience, the extent to which performance of the SP under the Contract is terminated, and the date upon which such termination becomes effective.
- 5.12.3. Termination for Insolvency: DST /GIL may at any time terminate the Contract by giving advance written notice of 30 days to the SP, if the SP becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the SP, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to DST/GIL.

5.12.4. In all the three cases termination shall be executed by giving written notice of 30 days to the SP. Upon termination of the contract, payment shall be made to the SP for:

- a) Services satisfactorily performed and reimbursable expenditures prior to the effective date of termination
- b) Any expenditure actually and reasonably incurred prior to the effective date of termination
- c) To cancel the remainder and pay to the SP an agreed amount for partially completed software.

5.12.5. No consequential damages shall be payable to the SP in the event of such termination.

5.12.6. Department of Science and Technology will pay the Service Provider for the Services / Deliverables / Goods provided by service provider and accepted by Department of Science and Technology till effective date of termination.

5.13. Fraud & Corruption

5.13.1. DST requires that SP selected through this RFP must observe the highest standards of ethics during the performance and execution of such contract. In pursuance of this policy, DST 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 DST or any personnel of Department in contract executions.
- b) "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to DST, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive DST of the benefits of free and open competition.
- c) "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was given by the DST
- d) "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

5.13.2. Will reject a proposal for award, if it determines that the bidder recommended for award by DST to having been engaged in corrupt, fraudulent or, unfair trade practices and coercive practices or black listed by any of the organization of Government of India/ State Government in competing for the contract in question. DST will recommended to Government of Gujarat to declare bidder ineligible, and black listed either indefinitely or for a stated period.

5.13.3. If any of the qualifying documents submitted by the Bidder are found to be fraudulent or bogus at any time after award of contract, the contract shall liable to be terminated at immediate effect.

5.13.4. If it is found that bidder have violated/ infringement of any Indian or foreign trademark, patent, registered design or other intellectual property rights, tenderer shall terminate the contract of the bidder and/or declare a firm ineligible and black listed either indefinitely or for a stated period.

5.14. Force Majeure

5.14.1. Notwithstanding anything contained in the RFP, the SP shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delay

in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

5.14.2. For purposes of this clause “Force Majeure” means an event beyond the control of the SP and not involving the SP’s fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. The decision of the DST regarding Force Majeure shall be final and binding on the SP.

5.14.3. If a Force Majeure situation arises, the SP shall promptly notify to the DST in writing, of such conditions and the cause thereof. Unless otherwise directed by the DST in writing, the SP shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

5.15. Payments in case of Force Majeure

During the period of their inability of services as a result of an event of Force Majeure, the SP shall be entitled to continue to be paid under the terms of this contract effective from resumption of services post Force Majeure, as well as to be reimbursed for costs additional costs reasonably and necessarily incurred by them during such period purposes for the purpose of the services and in reactivating the service after the end of such period.

5.16. Resolution of Disputes

If any dispute arises between parties, then there would be two ways for resolution of the dispute under the Contract.

5.16.1. Amicable Settlement

Performance of the contract is governed by the terms the conditions of the contract, however at times dispute may arise about any interpretation of any term or condition of contract including the Schedule of Requirement, the clauses of payments etc. In such a situation disputes arising between parties are out of contract, either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then clause 8.18 shall become applicable. Amicable settlement clause shall be only applicable in case of dispute is arising out of contract. The said clause shall not be applicable in the case of cyber-crimes and any other type of security breach relating to PHI carried out by either bidder organization itself or its employees.

5.16.2. Arbitration

In the case dispute arising between the parties in the contract, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to Arbitral Tribunal as prescribed by Ministry of Law, Government of India. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or reenactment thereof, shall apply to these arbitration proceedings.

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

- ii. The decision of the majority of arbitrators shall be final and binding upon both the parties.
- iii. All arbitration awards shall be in writing and shall state the reasons for the award.
- iv. The expenses of the arbitration as determined by the arbitrators shall be shared equally between the both parties. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.
- v. Arbitration clause shall be only applicable in case of dispute is arising out of contract. The said clause shall not be applicable in the case of cyber-crimes and any other type of confidentiality/security breach relating to PHI carried out by either bidder organization itself or its employees.
- vi. Both the parties agree the jurisdiction of Adjudicating Authority, Gujarat state and Cyber Appellate Tribunal, New Delhi under Information Technology Act, 2000 (including any amendments therein) in case of any contraventions, security and confidentiality breaches.

5.17. Contract Period

The contract period will be Go-Live duration+ 8 years O & M after the Go-Live of Application. However the Department will take the review on all the activities carried out, performance reports submitted by bidder after the completion of 3 Years , 5 years and 8 years. The SP agrees that in any case SP shall not terminate the contract. However, the department reserves a right to terminate the contract by sending a notice to the bidder in the events of non-performance, security violations and non-compliance. Contract may be extended for 2 more years on mutual agreed price depending upon successful completion of the job and performance review.

5.18. Proposed timelines & Payment

Activity	Completion Timelines	Payment
T= Date of issuance of work order + 21 calendar days		
Submission of System Design Document & System Implementation Document	T+15 days	20% payment will be released of financial bid line item 1
Supply, Install, Configure/Customize, Security Audit, Training, UAT and Go-Live of DARMS	T1=T+3 months	50% payment will be released financial bid line item 1
3 Months after Go-Live	T2= T1 + 3 months	30% payment will be released financial bid line item 1
Operation & Maintenance Support after Go-Live	T3=T2+ 8 years post go-Live	Will be paid Quarterly after the end of each quarter Financial bid line item 2
ATS/AMC of Software products like OS, Database or any other third party software required to run the application for 8 years	8 years post go-Live	Will be paid annually on successful renewal Financial bid line item 3

5.19. Payment Procedure

- 5.19.1. The DST/GIL shall certify actual implementation. The SP has to ensure proper support of the system.
- 5.19.2. SP shall raise the component wise invoice as per the milestones achieved as mentioned above in the payment schedule & submit the invoice to DST/GIL.
- 5.19.3. DST/GIL shall verify the Invoice raised against the milestone achieved & shall make the payment.
- 5.19.4. The SP's request(s) for payment shall be made to DST/GIL along with the two original copies of invoice and necessary documents. The invoice should be in English language and Gujarat based.
- 5.19.5. Payment shall be made in Indian Rupees. While making payment, necessary income tax and service tax deductions will be made.

5.20. Exit Management Procedure

- 5.20.1. This Schedule sets out the provisions, which will apply on expiry or termination of the Contract Period and/ or earlier termination of the SP and/ or the SLA for any reasons whatsoever.
- 5.20.2. In the case of termination of the Project implementation and/or SLA due to illegality, the parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- 5.20.3. The parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.
- 5.20.4. The Exit Management Period starts, in case of expiry of Contract, 6 months before the Contract comes to an end or in case of earlier termination of Contract, on the date of service of termination orders to the Service Provider. The Exit Management Period ends on the date agreed upon by the Department or six months after the beginning of the Exit Management Period, whichever is earlier.
- 5.20.5. During the Exit Management Period, the Service Provider shall use its best efforts to deliver the Services. Payments during the Exit Management Period shall be made in accordance with the Terms of Payment Schedule.
- 5.20.6. The selected Service Provider will be required to provide necessary handholding and transition support to the Department's staff or its nominated agency or replacement Service Provider. The handholding support will include but not be limited to, conducting detailed walkthrough and demonstrations for handing over all relevant documentation, addressing the queries/clarifications of the new agency with respect to the working / performance levels of the infrastructure, conducting training sessions etc.
- 5.20.7. The Service Provider shall permit the Department and/or any replacement Service Provider to have reasonable access to its employees and facilities as reasonably required by the Department to understand the methods of delivery of the Services employed by the Service Provider and to assist appropriate knowledge transfer.

5.21. Agreement Amendments

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

5.22. Limitation of Liability

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 and explicitly exclude all direct, indirect and consequential losses impact, etc. to the Department except as may be determined by courts of law under the applicable law and awarded after following the due process of law.

5.23. Taxes and Duties

Price shall be inclusive of all freight, forwarding, transit insurance and installation charges. Prices shall be inclusive of Excise Duties, if any. The prices shall strictly be submitted in the given format. Quoted prices shall be without GST. The tax components as applicable shall be mentioned separately in the respective columns. Successful Bidder will have to supply/provide services with an Invoice from a place located within State of Gujarat.

5.24. Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the courts situated in Gandhinagar/Ahmedabad of Gujarat only.

5.25. Notice

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address mentioned in the project specific Contract Agreement.

6. SECTION VI: Forms of Qualification and Technical Bid

6.1. FORM I: Particulars of the Bidder's Organization

S. No.	Particulars	Details
Basic information of Organization		
1.	Name of firm	
2.	Address of the corporate headquarters with Name, Address, telephone no., contact person, mobile no., email ID	
3.	Date of incorporation	
4.	PAN/TAN/Service Tax Details	
5.	List of current directors	
6.	Other key management persons	
7.	Key contact person/s for this project along with designation and contact details (Mobile no., email ID etc)	

Note: Above details are mandatory, Bidder may use additional sheets for above submissions.

6.2. Form: II – Financial strength of the bidder

Financial Year	Turnover (Rs. In Cr)	Audited Accounts uploaded (Yes/No)
2016-17		
2017-18		
2018-19		

6.3. Form: III - Bid processing fee & EMD 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.)			

6.4. Form IV: Bill of Material

6.5. Form V: Technical Proposal: Approach, Methodology and Work Plan

6.6. FORM VI: Self Declaration

The

-----,

Sir/Madam,

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

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

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

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

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

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

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

We have not been under a declaration of ineligibility for corrupt and fraudulent practices, and / or black-listed or debarred by any of the Govt. Department or its PSU in the past 3 years, as on bid submission date. 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 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.

We hereby confirm that usage of this software will not create any dependencies or obligation to buy particular brands item like storage, scanners etc.

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 _____ 20__

Signature: _____

(in the Capacity of) : _____

Duly authorized to sign bid for and on behalf of _____

6.7. FORM VII: DARMS Undertaking (on the letterhead of OEM)

(To be filled offline, signed, stamped and uploaded)

Designation**Date: DD-MM-YYYY**

Ref:

Dear Sir/Madam

I/We agree to bind by this bid that the solution would be provided by us is platform independent and support Linux/Windows on server side.

I/We agree to provide ready to deploy with unlimited user licenses with 3 instances for DARMS.

Our product _____ is in Market for more than 5 years.

Our product will not declare end of life for next 10 years from the date of go-live.

We hereby confirm that the offered Product in the referenced RFP will be provided unconditionally with a back to back 24x7x365 warranty and support including subscription covering upgrades, updates, patch updates, bug fixes, Fault Reporting, Trouble Ticketing, call resolution etc. available for the period of Eight years (Five years + Three years extended support) for the entire scope of the project through M/s_____ (SI/Bidder) from the date of Go-Live and also till Go-live.

I/ We are not under the effect of blacklisting by any Ministry/Department of any State Government of Gujarat or any of the State Government PSUs at the time of bidding.

I/we have violated / infringed on any Indian or foreign trademark, patent, registered design or other intellectual property rights any time anywhere in India.

I/we agree to provide a support either directly or through authorized service provider to complete the implementation at the same cost.

We hereby confirm that usage of this software will not create any dependencies or obligation to buy particular brands of items like storage, scanner etc. In case any of the above statements made by us are found to be false or incorrect in future, you have the right to reject this bid at any stage including forfeiture of our EMD and / or PBG and / or cancel the award of contract

Dated this Day of 2019

(Signature)

(In the capacity of)

Duly authorized to sign the RFP Response for and on behalf of:

(Name and Address of Company) (Seal/Stamp of bidder)

6.8. Form VIII- Earnest Money Deposit/Bid Security in the form of Bank Guarantee Format

Ref: Bank Guarantee No.
Date:

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

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the Tender no: XXXX **for Tender No: - _____ RFP for "Design, Customization/Development, Implementation, Training and Operation & Maintenance Support for 8 years for Document Archival & Records Management System",** 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 -----
-----2019.

THE CONDITIONS of this obligation are:

The E.M.D. may be forfeited:

- i. If a Bidder withdraws its bid during the period of bid validity
- ii. Does not accept the correction of errors made in the tender document;
- iii. In case of a successful Bidder, if the Bidder fails:
 - a) To sign the Contract as mentioned above within the time limit stipulated by purchaser or
 - b) To furnish performance bank guarantee as mentioned above or
 - c) If the bidder is found to be involved in fraudulent practices.
 - d) 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/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.

Dated at _____ on this _____ day of _____ 20__.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &
Its official Address

Approved Bank: Any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2019/50/DMO dated 01.11.2019 issued by Finance Department or further instruction issued by Finance Department time to time.

6.9. FORM IX - Performance Bank Guarantee

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.

Date:

To

Name & Address of the Purchaser/Indenter

Dear Sir,

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

thereof include their respective successors, administrators, executors and assigns) the supply of _____ by issue of Purchase Order No..... Dated issued by Gujarat Informatics Ltd. ,Gandhinagar for and on behalf of the OWNER/PURCHASER and the same having been accepted by the SELLER resulting into CONTRACT for supplies of materials/equipments as mentioned in the said purchase order and the SELLER having agreed to provide a Contract Performance and Warranty Guarantee for faithful performance of the aforementioned contract and warranty quality to the OWNER/PURCHASER, _____ having Head Office at (hereinafter referred to as the 'Bank' which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the sum of Rs. _____ (Rupees _____) to the OWNER/PURCHASER on demand at any time up to _____ without a reference to the SELLER. Any such demand made by the OWNER/PURCHASER on the Bank shall be conclusive and binding notwithstanding any difference between Tribunals, Arbitrator or any other authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee. OWNER/PURCHASER shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance by the SELLER of the aforementioned CONTRACT. The OWNER/PURCHASER shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the SELLER, and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned CONTRACT between the OWNER/PURCHASER and the SELLER or any other course of or remedy or security available to the OWNER/PURCHASER.

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

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

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

Dated at _____ on this _____ day of _____ 20__

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &
Its official Address

6.10. Form X – Format of Affidavit

(To be submitted IN ORIGINAL on Non-Judicial Stamp Paper of Rs 100/- duly attested by First Class Magistrate/ Notary public)

I/We, _____, age _____ years residing at _____ in capacity of _____ M/s. _____ hereby solemnly affirm that

- 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 Performa" (wherever applicable) as well as failure to give requisite information in the prescribed Performa 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 name of the tendering firm].
- 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 Bidder

Place: (Signature and seal of the Notary)

7. Section VII: Financial Bid

Sr. No.	Description	Total Amount (Rs.)	GST (%)
1.	Cost of Design, Development, Training and implementation of DARMS (as per the technical & functional scope of work, inclusive of all the cost such as one-time cost of software/application, OS, Database licenses)		
2.	Application Operation and Maintenance support for 8 years from the date of Go-Live @		
3.	ATS/AMC of Software products like OS, Database or any other third party software required to run the application for 8 years		
Grand Total (Rs.)			

Note:

1. Exclusive of GST, will be paid on actual as applicable at the time of invoicing.
2. @ Operations and maintenance cost for 8 years to be quoted by the bidder should not be less than 25% of item No. 1
3. The grand total of item no. 1 to 3 will be considered for L1.