

# **Request for Proposal**

**for**

## **Selection of Total Solution Provider**

**To Design, Development, and Implementation of the web based  
Biometric Attendance System  
for the Social Justice and Empowerment Department  
(Government of Gujarat)**

**Tender No.: - SW03082018167**

**BID PROCESSING FEE: Rs. 2,500/- (Non Refundable)**

**EMD: Rs. 1,50,000/- (Refundable)**



### **Gujarat Informatics Ltd**

Block No. 2, 2<sup>nd</sup> Floor,  
C & D Wing, Karmayogi Bhavan,  
Sector - 10 A, Gandhinagar - 382010  
Gujarat.

**[www.gil.gujarat.gov.in](http://www.gil.gujarat.gov.in)**

**Last date of Submission of Query: 18.02.2019 up to 1500hrs**

**Date of pre-bid meeting: 22.02.2019 at 1600hrs**

**Last date of Submission of Bid: 11.03.2019 up to 1500hrs**

**Opening of Technical Bid: 11.03.2019 at 1600hrs**

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## Abbreviations

SJED	Social Justice and Empowerment Department
GIL	Gujarat Informatics Limited
SDC	State Data Centre
DST	Department of Science & Technology
ITB	Instruction to Bidder
TSP	Total Solution Provider
GOI	Government of India
EMD	Earnest Money Deposit
SD	Security Deposit
HoD	Head of the Department
GoG	Government of Gujarat
GoI	Government of India
BAS	Biometric Attendance System

## 1 SECTION I: INVITATION FOR BIDS (IFB)

On behalf of Social Justice and Empowerment Department, Government of Gujarat, Gujarat Informatics Limited invites online bids "To Design, Development, and Implementation of the web based Biometric Attendance System for the Social Justice and Empowerment Department, GoG"

For Social Justice and Empowerment Department actual award of contract will follow the conditions as per this document. This document is given for enabling the bidders to know the tender conditions so as to guide them in filling up the technical bid and financial bid for the said work.

1. The bidders may download the tender document from website of Gujarat Informatics Limited, <http://gil.gujarat.gov.in> as well as from <https://gil.nprocure.com>.
2. Interested and eligible bidders are required to upload the single Technical and Commercial Bid in two separate sections. The Technical and Commercial Bids should be accompanied by a bid security & bid processing fees (non-refundable) as specified in this Bid Document. The Technical and Commercial Bid must be uploaded to <https://gil.nprocure.com> & the bid security and bid processing fees must be delivered to the office of Gujarat informatics Ltd on or before the last date and time of submission of the bid.
3. This RFP document is not transferable.
4. Minimum absolute technical score to qualify for commercial evaluation is 60.
5. Bidders shall submit Bid processing fees of Rs. 2,500/- in the form of Demand Draft in the name of "Gujarat Informatics Ltd." payable at Gandhinagar along with the covering letter.
6. Bidders shall submit Bid security/EMD of Rs. 1,50,000/- in the form of Demand Draft OR in the form of an unconditional Bank Guarantee (which should be valid for 9 months from the last date of bid submission) of any Nationalized Bank 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/10/2018/18/DMO dated 16.04.2018 issued/ by Finance Department or further instruction issued by Finance department time to time; in the name of "Gujarat Informatics Ltd." payable at Gandhinagar (as per prescribed format given in this document) and must be submitted along with the covering letter.
7. The sealed cover should super scribe as "Bid Processing fees & Bid Security/EMD for the Request for Proposal for "To Design, Development, and Implementation of the web based Online RTI Application Processing for the Social Justice and Empowerment Department "

### 8. Important Information

Sl. No.	Information	Details
1.	Last date and time for submission of written queries for clarifications to:	18.02.2019 up to 1500hrs <a href="mailto:smitag@gujarat.gov.in">smitag@gujarat.gov.in</a> <a href="mailto:nikunjp@gujarat.gov.in">nikunjp@gujarat.gov.in</a>

2.	Pre-Bid meeting	22.02.2019 at 1600hrs Conference Room, Block No 2, 2 <sup>nd</sup> Floor, Karmayogi Bhavan, Sector 10-A Gandhinagar
3.	Last date and time for submission of Bid security/EMD & Bid Processing fees at GIL physically	11.03.2019 up to 1500hrs
4.	Last date and time for submission of proposals (Technical and Commercial) (Online)	11.03.2019 up to 1500hrs
5.	Place, date and time for opening of Technical proposals	22.03.2019 at 1600hrs Conference Room, Gujarat Informatics Ltd. Block No. 2, 2 <sup>nd</sup> Floor, C & D Wing, Karmayogi Bhavan, Sector - 10 A, Gandhinagar - 382010- Gujarat.
6.	Place, date and time for technical Presentation	To be intimated later
7.	Contact person for queries	DGM (Application Development), Gujarat Informatics Limited
8.	Address for communication	Deputy General Manager (Application Development) Gujarat Informatics Ltd. Block No. 2, 2 <sup>nd</sup> Floor, C & D Wing, Karmayogi Bhavan, Sector - 10 A, Gandhinagar - 382010- Gujarat.
9.	Place, date and time for opening of financial/commercial proposal	The place, date and time for opening of financial/commercial proposal will give to the technically qualified bidder later on.
10.	Bid validity	180 days

9. Technical bids will be opened in the presence of bidders' or their representatives who choose to attend on the specified date and time.
10. Financial bids of only those bidders who got 60% score in technical bids/presentation will be opened.
11. In the event of the date specified for receipt and opening of bid being declared as a holiday for SJED, the due date for submission of bids and opening of bids will be the following working day at the appointed time.
12. Gujarat Informatics Ltd/SJED reserve the right to accept or reject any tender offer without assigning any reason.

13. The document/papers prepared in this connection shall be the property of the SJED/GIL and will have to be deposited with the SJED after the work is over.
14. Consortium will be not allowed.



## 2 SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

### 2.1 Source of fund

- 2.1.1 Social Justice and Empowerment Department is calling Selection of Total Solution Provider “To Design, Development, and Implementation of the web based Biometric Attendance System” for the Social Justice and Empowerment Department”
- 2.1.2 The Work Order will be placed to the selected service provider by Social Justice and Empowerment Department directly and the payment for the services mentioned in the said work order will be made directly by SJED from their own sources of funds as per the financial terms and conditions mentioned in this document.

### 2.2 Pre-qualification Criteria

Sr. No.	Pre-Qualification Criteria	Attachments
1	Bidder Should be Company registered under Companies Act 1956 and Registered under the Service Tax Act.	Certificate of Registration
2	The bidder should be CMMi Level 3 or above and ISO 9001:2008 certified.	Copy of Certification
3	Annual Sales Turnover generated from IT related services during each of the last three financial years should be at least Rs. 10 Crores or cumulative of Rs. 30 Crores in last three financial years.	Copy of the last three years audited financial statements Audited Balance Sheet and CA Certified .
4	The bidder must have experience of minimum 3 projects having a cost of Rs. 30 lacs or 2 projects having cost of Rs. 45 lacs or single project of Rs. 1 cr for Design, Development, Implementation, Training and O & M of web based application (excluding hardware and website development) in last five years as on bid submission date.	A copy of the work order/Contract Agreement / Client Completion Certificate for each of the projects undertaken to be submitted.
5	The bidder should have demonstrable expertise and experience of at least 1 web based multi-location/multiple offices project of Rs. 50 lac and catering more than 25,000 no. of users.	Details of such projects undertaken along with work order/contract agreement/clients’ completion certification.
6	The Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Gujarat and / or black-listed by Gujarat Government departments from last 5 years as on last date of submission of bids.	Self-Declaration as attached/affidavit
7	The bidder must have one office in Gujarat. In case, bidders do not have office in Gujarat, bidder should give undertaking to open office in Gujarat within 45 days from the date of empanelment.	Please attach the copy of any two of the following: Property tax bill/Electricity Bill/Telephone Bill/VAT/CST Registration/Lease agreement.

## **2.3 Documents Comprising Bid Proposal**

The response submitted by the bidder shall comprise the following documents:

### **2.3.1 Qualification & Technical Proposal**

- 2.3.1.1 Sealed cover of Bid Processing Fee and Earnest Money Deposit/Bid Security
- 2.3.1.2 Bid Proposal form
- 2.3.1.3 General Information
- 2.3.1.4 Financial Capability with supporting documents
- 2.3.1.5 Relevant Experience with supporting documents
- 2.3.1.6 Self-Declaration
- 2.3.1.7 All relevant Certification
- 2.3.1.8 All undertakings submitted by the Authorized Signatory shall be on a Stamp Paper of value not less than Rs.100
- 2.3.1.9 Proposal document containing a brief about the organization, its expertise and documentary evidences.

### **2.3.2 Financial Proposal**

## **2.4 Eligible Goods and Services**

- 2.4.1 Software application development and deployment with or without configuration to suit the customer's specific process requirements. Software shall be implementable or deployable and maintainable by any other competent agency. Software solution shall also be available with complete transparency including operation manuals, help documents and source code.
- 2.4.2 For purpose of this clause, "origin" means the place where the goods are from or from which the ancillary services are supplied. Goods are produced when, through manufacturing, processing, code writing and compiling, or substantial or major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or in purpose or utility from its components.

## **2.5 Cost of Bidding**

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

## **A. THE BIDDING DOCUMENTS**

### **2.6 Contents of Bidding Documents**

- 2.6.1 The goods required, bidding procedure and contract terms are prescribed in the bidding documents.
- 2.6.2 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.

## 2.7 Pre-Bid Conference/Clarification of Bidding Documents

- 2.7.1 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 for submission of pre-bid queries. GIL/SJED will discuss the queries received from the interested bidders in the pre-bid meeting and respond the clarifications by uploading on the website. The interested bidder should send the queries as per the following format:

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

## 2.8 Amendment of Bidding Documents

- 2.8.1 At any time prior to the deadline for submission of bids, SJED/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.
- 2.8.2 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.
- 2.8.3 In order to allow prospective bidders reasonable time to consider the amendments while preparing their bids, SJED/GIL at its discretion, may extend the deadline for the submission of bids.

## B. PREPARATION OF BIDS

### 2.9 Language of Bid

- 2.9.1 The proposal prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and GIL shall be in English language.

### 2.10 Documents Comprising the Bid

- 2.10.1 The bid prepared by the bidder shall comprise of the following documents:
- 2.10.2 Technical Bid and a Financial Bid completed in accordance with ITB Clauses 2.9, 2.10 and 2.11
- 2.10.3 Bid security furnished in accordance with ITB Clause 2.14.
- 2.10.4 The bid security as mentioned in Section 1, document processing fee & bid security (earnest money deposit) are to be submitted in physical form in the form of Demand Draft favoring "Gujarat Informatics Ltd" payable Gandhinagar.

2.10.5 The Qualification Criteria, Technical Bid and Financial Bid must be submitted online through the e-Tendering website of <https://gil.nprocure.com> using digital signatures.

## **2.11 Bid Form**

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

## **2.12 Bid Prices**

2.12.1 The bidder shall indicate the prices in the format mentioned in the Financial Bid.

2.12.2 The following points need to be considered while indicating prices:

2.12.2.1 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

2.12.2.2 The rates of any Indian duties, 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.

2.12.2.3 Invoicing shall be from Gujarat only.

2.12.3 The Bidder's separation of the price components in accordance with the ITB Clause 7.2 above will be solely for the purpose of facilitating the comparison of bids by GIL and will not in any way limit the Client's right to contract on any of the terms offered.

2.12.4 Sharing of responsibility (between SJED and the bidder) of procurement of various types of software shall be as under:

2.12.4.1 The prices quoted shall be inclusive of license software required for actual running of applications developed at Central Level.

2.12.4.2 SJED shall procure or provide the required software platform at user level for running of products like user level operating system, and system software etc.

2.12.4.3 The TSP will provide and develop software to run environment mentioned in scope of work at the central side and for database management.

2.12.4.4 The price quoted shall be inclusive of development of 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 applicable modules of integrated solutions.

2.12.4.5 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.

2.12.4.6 The full IPR for the entire software will rest with the SJED. The same would be applicable to copyrights. The TSP shall sign any/all the documents in this regard and hand over the source code, Meta data details etc. to the SJED before release of final payment on completion of training and implementation of solution.

### **2.13 Bid Currency**

2.13.1 Prices shall be quoted in Indian Rupees only.

### **2.14 Bid Security (Ernest Money Deposit)**

2.14.1 Bidders shall submit Bid security/EMD of Rs. 1,50,000/- in the form of Demand Draft OR in the form of an unconditional Bank Guarantee (which should be valid for 9 months from the last date of bid submission) of any Nationalized Bank 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/10/2018/18/DMO dated 16.04.2018 issued/ by Finance Department or further instruction issued by Finance department time to time; in the name of "Gujarat Informatics Ltd." payable at Gandhinagar (as per prescribed format given in this document) and must be submitted along with the covering letter.

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

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

2.14.4 Unsuccessful bidder's EMD will be discharged / refunded as promptly as possible, but not later than 30 days of the validity period of the bid.

2.14.5 The EARNEST MONEY DEPOSIT shall be forfeited:

- a) If a bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form;
- b) Or in case of a successful Bidder, if the Bidder fails to sign the Contract; or to furnish the performance security.

2.14.6 No exemption for submitting the EMD will be given to any agency.

### **2.15 Period of Validity Bids**

2.15.1 Bids shall be valid for 180 days after the date of bid opening of Financial Bid. The GIL/SJED shall reject a bid valid for a shorter period as non-responsive.

2.15.2 In exceptional circumstances, the tendering authority 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.

2.15.3 Bid evaluation will be based on the bid prices without taking into consideration the above changes.

### **2.16 Format and Signing of Bid**

2.16.1 The bidders have to submit the bid on the e-Tendering website <https://gil.nprocure.com>. All supporting documents in the form of scanned copies submitted online should have sign and seal of the bidder.

- 2.16.2 Before filling in any of the details asked, bidders should go through the entire bid document and get the required clarifications from GIL/SJED during the pre-bid conference.

### **C. SUBMISSION OF BIDS**

#### **2.17 Contents of Envelope**

- 2.17.1 Envelope for the EMD and Bid Processing Fee.
- 2.17.2 Envelope shall be marked as Envelope for “EMD & Bid Processing Fee for the tender for “To Design, Development, and Implementation of the web based Biometric Attendance System for the Social Justice and Empowerment Department”

#### **2.18 Sealing and Marking of Bids**

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

#### **2.19 Deadline for Submission of Bids**

- 2.19.1 Bids must be submitted online not later than the time and date specified in the Invitation for Bids (Section I). In the event of the specified date for the submission of bids being declared as a holiday for GIL, the bids will be received up to the appointed time on the next working day.
- 2.19.2 GIL may, at its discretion, extend this deadline for submission of bids by amending the bid documents with ITB Clause 2.6, in which case all rights and obligations of GIL and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### **2.20 Late Bids**

- 2.20.1 Late bids will be rejected and returned unopened to the bidder.

#### **2.21 Modification and Withdrawal of Bids**

- 2.21.1 The bidder may modify or withdraw his bid before the last date of submission of bids through the e-Tendering website <https://gil.nprocure.com>.
- 2.21.2 No bid may be modified subsequent to the deadline for submission of bids.
- 2.21.3 No bid may be withdrawal in the interval between the deadline for submission of bids and the expiration of the period of the bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder’s forfeiture of its bid security, pursuant to ITB Clause 2.15.

### **D. BID OPENING AND EVALUATION OF BIDS**

## **2.22 Opening of Bids by GIL**

- 2.22.1 GIL will open all bids (only eligibility stage at the first instance), in the presence of bidder or his representative who choose to attend, and at the following address:

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

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

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

## **2.23 Clarification of Bids**

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

## **2.24 Preliminary Examination**

- 2.24.1 GIL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 2.24.2 Prior to the detailed evaluation, pursuant to ITB Clause 2.25, 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
- 2.24.3 If a Bid is not substantially responsive, it will be rejected by GIL/SJED and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 2.24.4 Conditional bids are liable to be rejected.

**2.25 Methodology & Criteria for Technical, Commercial and final evaluation**

- 2.25.1 For technical evaluation and comparison of the bids, which have been determined to be substantially responsive pursuant to ITB clause 2.24, GIL will evaluate the technical bid as per the assessment procedure given in GR No. TSP-2004-808-DST dated 30/07/2004. The committee will scrutinize techno-commercial offers and evaluate capability of bidders through presentations, demonstration, documents. etc.
- 2.25.2 The bidders are expected to provide all the required supporting documents & compliances as mentioned in this RFP. The bidder shall quote having full compliance with all the guiding principles and minimum specifications as mentioned in this RFP. Any deviation from the same will lead to the disqualification.
- 2.25.3 The technical evaluation of bids will be done based on following three components only for those bidders who satisfy all the Eligibility Criteria (ITB Clause No. 2)
- Technical Bid Document
  - Approach & Methodology Document
  - Presentation on Approach & Methodology
- 2.25.4 During the technical evaluation, GIL/SJED may seek the clarification in writing from the bidder, if required. If bidder fails to submit the required clarifications in due time, the technical evaluation will be done based on the information submitted in the technical bid. The price bid will be opened of the bidders whose technical bids are fully complied and who have scored 60 in technical evaluation. At any point of time, if GIL/SJED feels that the bidder is hiding any information which will affect the project cost in short or long run, GIL/SJED may reject his bid without assigning any reason or explanation.
- 2.25.5 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.
- 2.25.6 For evaluation of Financial Bids, the without tax values will only be considered for comparison.
- 2.25.7 The following criteria shall be used to evaluate the technical bids.

<b>Sr. No.</b>	<b>Criteria</b>	<b>Max Points</b>	<b>Point system</b>
1.	Profile of firm / company	20	
	No. of years of operation in India in application		3 to 5 years – 2 points



	development (Copy of work order should be attached)	5	5 to 8 years – 3 points
			> 8 years – 5 points
	Full-time professional resources / staff engaged in application development	5	100-200 staff – 2points
			200-300 staff – 3 points
			> 300 staff – 5 points
	Average Turnover of firm/ company in last three financial years (in Rs.) as on 31st March, 2018 from Software/ IT product development and support Service activities.	10	10 to 15 crores – 3 points
15 to 20 crores – 5 points			
> 20 crores – 10 points			
2.	Completed / ongoing Projects of web based software development in government / PSU authorities quasi-government organizations of worth more than Rs. 30 Lacs in last five years.	10	1 projects – 3 points 2 projects – 5 points >= 3 projects- 10 points
3	Technical Presentation	70	As per 2.25.8
<b>Total</b>		<b>100</b>	
<b>Minimum Qualifying Scores</b>		<b>60</b>	

#### 2.25.8 Technical Presentation

On the prescribed date and time, the bidder shall make a technical presentation covering following areas:

S No.	Parameter	Marks
1.	Understanding of Scope of Work	10
2.	Development and deployment architecture Tools/Technologies used for design, development and customized etc., security, conformance to industries standard	20
3.	Implementation Strategy (Approach & Methodology), Data management and migration strategy), Scalability of Software, Risk and mitigation Plan, Plan to handle multiple stakeholders	10
4.	Proposed Team for project (Development, Deployment, Handholding and O & M)	10
5.	Ease of Usage, Ease of Customization, Modular approach. Methods of report generation including method of exporting the same	20
<b>TOTAL</b>		<b>70</b>

#### 2.25.9 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. SJED/GIL's decision in this regard shall be final & binding and no further discussion will be held with the bidders whose bids are technically disqualified / rejected. Bidders with technical score of 60 and above will qualify for the

evaluation in the commercial bids. The total technical scores achieved by the bidders shall be shared with the bidders & under any circumstances the breakup of the technical score shall not be shared with the bidders.

Tb: Absolute Technical Score  
Tmax: Maximum Technical Score  
Tn: Normalized technical score of the bidder under Consideration  
Normalized technical score (Tn) =  $Tb/Tmax * 100$

#### 2.25.10 Financial Bid evaluation:

The financial bids of only those bidders, who have scored at least 60 marks in the technical evaluation process, will be opened. The Financial Bids will be opened, in the presence of Bidders' representatives who choose to attend the Financial Bid opening on date and time to be communicated to all the technically qualified Bidders. The Bidder's representatives who are present shall sign a register evidencing their attendance. The name of bidder & bid prices will be announced at the meeting. The financial score of a bidder 'Fb' will be assigned to the bidder. 'Fb' will be the total financial quote made by the bidder (excluding the Optional Services quotes sought in the financial bid)

F<sub>n</sub> = normalized financial score for the bidder under consideration  
F<sub>b</sub> = commercial quote for the bidder under consideration  
F<sub>min</sub> = commercial quote of the lowest evaluated financial proposal

The lowest evaluated Financial Proposal (F<sub>min</sub>) will be given the maximum financial score (F<sub>n</sub>) of 100 points. The financial scores (F<sub>n</sub>) of the other Financial Proposals will be calculated as per the formula for determining the financial scores given below:

Normalized Financial Score (F<sub>n</sub>) =  $100 \times F_{min} / F_b$

#### 2.25.11 Final Evaluation of Bid

Proposals will be ranked according to their combined technical (T<sub>b</sub>) and financial (F<sub>n</sub>) scores using the weights (T = 0.60 the weight given to the Technical Proposal; P = 0.40 the weight given to the Financial Proposal; T + P = 1). The final evaluation will be based on Final Score which shall be calculated as shown below:

Final Score (S) =  $T_n \times T + F_n \times P$

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

### 2.26 Contacting GIL/SJED

2.26.1 Subject to ITB Clause 2.23, no Bidder shall contact SJED 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 SJED, he should do so in

writing. SJED reserves its right as to whether such additional information should be considered or otherwise Any effort by a Bidder to influence GIL/SJED in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the Bidder's bid and also forfeiture of his bid security amount.

## **E. AWARD OF CONTRACT**

### **2.27 Post-qualification**

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

### **2.28 Award Criteria**

2.28.1 Subject to ITB Clause 2.33, SJED will award the contract to the successful bidder decided as per the evaluation procedure mentioned in ITB clause no. 2.25 mentioned above.

2.28.2 The award of contract will be given to the L1 bidder. SJED will be the sole deciding authority in this regard.

### **2.29 SJED/GIL's Right to Accept Any Bid and to reject any or All Bids**

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

### **2.30 Notification of Awards**

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

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

2.30.3 Upon the successful Bidder's furnishing of performance security pursuant to clause 33, SJED/GIL will promptly notify each unsuccessful bidder.

### **2.31 Signing of Contract**

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

2.31.2 Within 15 days of receipt of the contract form, the successful bidder shall sign and date the contract and return it to GIL/SJED.

### **2.32 Performance Security**

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

- 2.32.2 The Performance Bank Guarantee (PBG) has to be submitted within fifteen (15) working days of receipt of award. The PBG shall be 10% of the contract value of projects and valid up to 180 days beyond the expiry of contract.
- 2.32.3 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/10/2018/18/DMO dated 16.04.2018 issued by Finance Department or further instruction issued by Finance department time to time. (The draft of Performance Bank Guarantee is attached herewith).
- 2.32.4 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.
- 2.32.5 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.
- 2.32.6 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.
- 2.32.7 No interest shall be payable on the PBG amount. FD 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.

### **2.33 Key Personnel**

- 2.33.1 Appointed TSP has to provide details of Key personnel to be deployed to carry out project as per Team composition and CV given as part of Technical bid.
- 2.33.2 Initial Composition; Full Time Obligation; Continuity of Personnel
- 2.33.3 TSP shall ensure that each member of the Key Personnel devotes substantial working time to perform the services to which that person has been assigned as per the proposal.
- 2.33.4 TSP shall use commercially reasonable efforts to ensure it retains the services of its Key Personnel, including provisioning of competitive compensation, benefits and other conditions to its Key Personnel so as to incentivize them to remain in TSP's employment.
- 2.33.5 TSP shall not make any changes to the composition of the Key Personnel and not require or request any member of the Key Personnel to cease or reduce his or her involvement in the provision of the Services during the Term (or agree to any request other than from department that would have the same effect):
- a) unless that person resigns, is terminated for cause, dies, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires; or
  - b) Without department prior written consent.

## **2.34 Evaluations**

- 2.34.1 TSP shall carry out an evaluation of the performance of each member of the Key Personnel in connection with the Services at least once in each Contract Year. TSP shall provide reasonable written notice to GIL/SJED of the date of each evaluation of each member of the GIL/SJED shall be entitled to provide TSP with input for each such evaluation.
- 2.34.2 TSP shall promptly provide the results of each evaluation to GIL/SJED subject to Applicable Law.

## **2.35 Replacement**

- 2.35.1 In case of absent of the manpower, bidder has to provide the alternate arrangement to carry out the activities.
- 2.35.2 In case the resource has resigned then the bidder has to inform within one week of such resignation.
- 2.35.3 TSP 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 TSP Vendor
- 2.35.4 Before assigning any replacement member of the Key Personnel to the provision of the Services, TSP shall provide:
- a) a resume, curriculum vitae and any other information about the candidate that is reasonably requested ; and
  - b) an opportunity to interview the candidate.
- 2.35.5 The bidder has to ensure at least 4 weeks of overlap period in such replacements

## **2.36 Corrupt or Fraudulent Practices.**

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

**2.37 Interpretation of the clauses in the Tender Document / Contract Document**

2.37.1 In case of any ambiguity in the interpretation of any of the clauses in Bid Document or the Contract Document, the GIL/SJED interpretation of the clauses shall be final and binding on all parties.

2.37.2 However, in case of doubt as to the interpretation of the bid, the bidder may make a written request prior to the date of clarifications and doubts conference to:

- a) DGM (Application Development)  
Gujarat Informatics Ltd,  
Block No. 2, 2nd Floor,  
C & D Wing, Karmayogi Bhavan,  
Sector - 10 A, Gandhinagar - 382010  
Gujarat

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

### **3 SECTION III: GENERAL CONDITIONS OF CONTRACT**

#### **3.1 Definitions**

(In this Contract, the following terms shall be interpreted as indicated)

- 3.1.1 "Applicable Law" means the laws and any other instruments having force of law in India from time to time.
- 3.1.2 "Proposal/bid" means proposal submitted by bidders in response to the RFP issued by GIL for selection of Service Provider "To Design, Development, and Implementation of the web based Biometric Attendance System for the Social Justice and Empowerment Department"
- 3.1.3 "Competent Authority" means the Social Justice and Empowerment Department.
- 3.1.4 "Committee" means committee formed by the SJED for the purposes of processing and evaluation of this bid
- 3.1.5 "Contract Value" means the price payable to the selected firm/company under the Contract for the complete and proper performance of its contractual obligations.
- 3.1.6 "Service Provider" means any private or public entity, which will provide the services to SJED under the contract.
- 3.1.7 "Contract" means the Contract signed by the parties along with the entire documentation as specified in the RFP
- 3.1.8 "Day" means Working day.
- 3.1.9 The "Bid Document" and "Tender Document" are same
- 3.1.10 "Effective date" means the date from which the contract comes into force and effect.
- 3.1.11 "Government" means State Government of Gujarat.
- 3.1.12 "SJED" means Social Justice and Empowerment Department , Government of Gujarat.
- 3.1.13 "Product" means a final solution after Development/Customization of application as per requirement of the SJED.
- 3.1.14 "Rules" means the applicable rules under different statutes, Acts, Rules, Government Resolutions, Circulars in relation to personal management of employees in Gujarat Government.
- 3.1.15 "GIL" means Gujarat Informatics Limited, C & D Wing, Block No:2, 2<sup>nd</sup> Floor Karmayogi Bhavan, Sector-10(A), Gandhinagar, Gujarat.
- 3.1.16 "Personnel" means professional and support staff provided by the TSP and assigned to perform services to execute an assignment and any part thereof.
- 3.1.17 "Intellectual Property Rights" means any and all copyright, moral rights, trademark, patent and other intellectual and proprietary rights, title and interest, world-wide, whether vested, contingent or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create, derivative works form, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease,

transmit or provide access electronically, broadcast, display, enter into computer memory or otherwise use any portion or copy in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.

- 3.1.18 "Services" means the work to be performed by the SP pursuant to the selection by SJED and to the contract to be signed by the parties in pursuance of any specific assignment awarded to them by SJED.
- 3.1.19 "Go Live" means successful implementation of each functionalities and Module after UAT.
- 3.1.20 The Bid is non transferable

### **3.2 Application**

- 3.2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

### **3.3 Use of Contract Documents and Information**

- 3.3.1 The service provider shall not, without SJED prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the in connection therewith, to any person other than a person employed by the service provider in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 3.3.2 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of SJED and shall be returned (in all copies) to SJED on completion of the service provider's performance under the Contract if so required by SJED.
- 3.3.3 The service provider shall permit SJED to inspect the service provider's accounts and records relating to the performance of the service provider and to have them audited.

### **3.4 Intellectual Property Rights (IPR)**

- 3.4.1 The application developed by Service Provider under the contract will be the exclusive property of GIL/SJED.
- 3.4.2 The IPR/Source code of all the software code, data, algorithms, documentations, manuals, any other documents etc. generated as part of development of this project shall solely rest with SJED, Govt. of Gujarat. There would be a property of SJED.
- 3.4.3 All the deliverable and Application Software developed by service provider for SJED, then the copyright/IPR of that software/deliverable will be with the SJED. The bidder shall not sell or use (fully/partly) that software for service of other customers without written consent from SJED, Government of Gujarat.
- 3.4.4 While passing on the rights (license) of using any software/software tool, the service provider shall ensure that such rights are inclusive of the use of that software for development in addition to deployment and the cost of the same should be included in the financial bid.



- 3.4.5 The software licenses supplied by service provider shall be genuine, perpetual, full use and should provide patches, fixes, security updates directly from the OEM at no additional cost to the SJED for the entire period of contract. All the licenses and support should be in the name of Social Justice and Empowerment Department . from the date of procurement
- 3.4.6 The service provider shall indemnify SJED against all third-party claims of infringement of copyright, patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.
- 3.4.7 In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in India the service provider shall act expeditiously to extinguish such claim. If the service provider fails to comply and SJED is required to pay compensation to a third party resulting from such infringement, the service provider shall be responsible for the compensation including all expenses, court costs and lawyer fees. SJED will give notice to the service provider of such claim, if it is made, without delay
- 3.4.8 The SJED shall have the unrestricted right to deploy or application software and the documentation related thereto, in any Gujarat state government department, at no cost to client.

### **3.5 Inspections and Tests**

- 3.5.1 SJED/GIL or its representative shall have the right to inspect and/or to test the software or work of the service provider to confirm their conformity to the Contract specifications at no extra cost to SJED
- 3.5.2 As per Govt. Of Gujarat circular dated 10<sup>th</sup> March 2006, the SJED applications must be tested at EQDC, GIDC, Gandhinagar or at the location specified by SJED at the cost of TSP. The different types of below mentioned tests that has to be performed through EQDC.
- Stress/Load testing,
  - Performance testing,
  - Security testing,

### **3.6 Application Security Audit:**

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

- a) The TSP must submit the test results to SJED.
- b) Should any inspected or tested software fail to conform to the specifications, the SJED may reject the software and the TSP shall either replace/redevelop the rejected software or make alterations necessary to meet specification requirements free of cost to SJED.
- c) SJED'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 SJED for its representative prior to the software deployment.

- d) No clause in the RFP document releases the TSP 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 TSP shall maintain necessary logs in respect of the result of the test to establish to the entire satisfaction of SJED, 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 SJED is satisfied with the working of the software on the, the acceptance certificate of SJED will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the software.
- f) Before the Application modules are taken over by SJED, the SP shall supply operation manuals and technical design and development documents. These shall be in such details as will enable SJED to use the software as stated in the specifications. The documentation shall be in 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 SJED.

### **3.7 Delivery and Documents**

- The TSP shall prepare all necessary documentation for the project, and provide them to the SJED 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 TSP in the course of project implementation.
- System Requirement Specification (SRS) document containing detailed requirement capture and analysis including functional requirement, data flow, workflow based on the BPR report, interface specifications, application security requirements.
- Software Design document including Software Architecture design, Logical and Physical Database Design, Programming Logic, Workflows etc.
- Software Testing Documentation (including details of defects/bugs/errors and their resolution)
- Test Plans and Test cases (including Unit Test Plan, System/Integration Test Plan)
- User Acceptance Test Plan, Security Test Plan, Load Test Plan
- Integration Plan with other applications
- Integration Test cases & results for applications developed
- Complete Source Code with documentation.
- Complete Source Code with documentation at every 6 months during O & M Phase

- Inspection and testing procedures manual including QA Policy as per EQDC Test Plans and Test cases (Functional testing, Volume testing, Stress/Load testing, Performance testing) and report of Security testing
- Details study report for the requirement of central side IT Infrastructure based on the application developed.
- Security Level Design Document & implementation of Security policy
- Training Manuals and literature
- Systems Administration Manuals
- User manuals (English and Gujarati)
- Video Guide
- Installation Manuals
- Operational Manuals
- Maintenance Manuals
- Periodic Status and Review Reports
- Escalation Mechanism
- Exit Management Plan

#### 4 Timeline and Payment Terms:

##### 4.1 Proposed timelines for implementation

S. No.	Project Activity	Timelines (T = Date of issuance of Work order)
1.	Project Initiation and Team Mobilization	T + 7 days
2.	Submission of SRS, URS and SDD	T1 = T+ 10 days
3.	Procurement of readymade software to run the solution at Central Site like OS, DB etc	T1.1 = T + 15 days
4.	To Design, Development, and Implementation of the web based Biometric Attendance System for the Social Justice and Empowerment Department	T2 = T1 + 1 Month
5.	EQDC Testing, Security Audit and Go-Live & Data Migration	T3 = T2 + 15 day
6.	Warranty and Operation and Maintenance support of application software, Licenses software after Go-Live	T4 = T3 + 8 Years
7.	Change request	Mutually Agreed Time

**T=Date of Issuance of Work order**

##### 4.2 Payment Schedule

Sl. No.	Activity	Payment (%)
1.	"To Design, Development, and Implementation of the web based Biometric Attendance System for the Social Justice and Empowerment Department"	
	Submission and approval of URS, SRS, SDD and Layout of UI (Multiple Options (4-5))	20% payment of Development of software will be released
	Development of software as per scope of work, UAT, Training, Go-live	40% payment of Development of

		software will be released
	EQDC Testing and Security Audit	20% payment of Development of software will be released
	3 Months after Go-Live & Data Migration	10% payment of Development of software will be released
	Technical Documentation & Knowledge Transfer and completion of Training of all users.	10% payment of Development of software will be released
2.	Cost of Database and OS Licenses	60% payment after procurement and successful installation 40% payment after Go-live
3.	Cost of ATS/AMC of Database and OS Licenses	Will be paid Yearly at starting of each year. The ATS/AMC will be start from the date of Go-Live of the Software
4.	Operational and Maintenance support for period of 8 years for Web portal including continuous development	Will be paid Quarterly after the end of each quarter.

#### **4.3 Payment Procedure**

- 4.3.1 The SJED shall certify actual implementation. The TSP has to ensure proper hand-holding & support of the system.
- 4.3.2 TSP shall raise the component wise invoice as per the milestones achieved as mentioned above in the payment schedule & submit the invoice to SJED.
- 4.3.3 SJED shall verify the invoice raised against the milestone achieved & shall make the payment after deduction of penalty, if any.
- 4.3.4 The SI's request(s) for payment shall be made to SJED along with the 2 original copies of invoice and necessary documents. The invoice should be in English language and Gujarat based.
- 4.3.5 Payment shall be made in Indian Rupees. While making payment, necessary income tax and service tax deductions will be made.

#### **4.4 Delays in the Supplier's Performance**

- 4.4.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by SJED.
- 4.4.2 If at any time during performance of the contract, the supplier or his sub-contractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify SJED in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, SJED shall evaluate the situation and may, at its discretion, extend the supplier's time for performance with or without a penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 4.4.3 As this is a service based program the delivery of hardware will be required at the time of deployment.

## **5 Service level Agreement and 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 TSP to SJED for the duration of the contract for providing SJED Applications, Training, Maintenance and Warranty support against the stated scope of work. SJED shall regularly review the performance of the services being provided by the TSP and the effectiveness of this SLA.

### **5.1 Definitions**

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

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

### **5.2 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 TSP 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 TSP shall be reviewed by SJED against this SLA. The TSP 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.

#### **5.2.1 Implementation related penalty of service levels**

- a) 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 SJED 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 0.5% of contract value of Software Application per week delay subject to maximum 5%.

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

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

## 5.2.2 Operational Related Penalty

### 5.2.2.1 For Software uptime

Sl. No	Measurement	Target	Penalty
1.	<b>Product Availability</b> Downtime required for maintenance, new initiatives undertaken by TSP 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.	<b>&gt;= 99.7%</b>	INR 10,000 for every 5 hours of downtime at a stretch or in parts on a quarterly basis. And INR 8,000 for every subsequent hour of downtime at a stretch or in parts for total down time more than 10 hours on a quarterly basis.

### 5.2.2.2 Application Performance

SLA Measure	Severity 1	Severity 2	Severity 3	Severity 4	Flat Penalty Rs.
Response Time	30 Min	1 Hrs	1 Hrs	2 Hrs	
Resolution Time	< 1Hrs	< 1.5 Hrs	<2 Hrs	<4 Hrs	NIL
	>1Hrs & < 2 Hrs	>1.5 Hrs & < 3 Hrs	>2 & < 4 Hrs	>4 Hrs & < 8Hrs	Rs. 500/- Per Hrs

	Above 2 Hrs or part thereof	Above 3 Hrs	Above 4 Hrs	Above 8 Hrs	Rs. 1000/- Per Hrs
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Severity 1: Service is unavailable or a fatal error that makes the system unusable resulting in a direct business impact. The problem has resulted in the failure of business critical activities. Immediate action required.

Example: Application Software related problems affecting all or most of the users e.g. SJED users are unable to log-in, MIS reports cannot be seen.

Severity 2: Service is adversely affected or an error that results in incorrect outputs leading to a major function being unusable resulting in indirect business impact but whose impact is localized and not system – wide. Immediate action is needed.

Example: SJED are not able to do the entry etc.; General Manage/Managers are not able to check and verify details etc.

Severity 3: Service is adversely affected resulting in limited business impact or an error that makes a minor function unusable but which can be tolerated and is to be resolved as soon as possible.

Example: Some of the advance services such as detailed and complex reports are not available.

Severity 4: Service is not affected.

Example: Slow response of the system to user requests, minor suggestions and modifications in system functionality.

#### **Penalty Calculations**

- Penalty calculations shall be calculated on accumulated non-compliance for all of the above SLAs.
- Total Time shall be measured on 24\*7 basis.
- Any planned downtime for maintenance shall be with prior written permission from SJED and must be intimated to all users

Any availability/uptime requirements under SLA shall be subject to standard downtime, the time lost due to any of the following reasons are taken into account while calculating the availability/ uptime requirement:

- Time lost due to power or environmental failures;
- Time taken to recover the system because of power or environmental failures;
- Time taken for scheduled maintenance/ troubleshooting either for preventive purposes or improvement in function or other purposes;
- Time taken for reconfiguration or other planned downtime situations;
- Scheduled shutdowns as required by Department

The overall penalty cap during the contract period shall be capped at 5% of quarterly invoice value. However if such value of 5% is reached for any three consecutive

months during the contract period, then the SJED will have the right to terminate the contract.

### 5.2.3 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	Rs.500/- per day
	> 7 days	Rs.1000/- per day

### 5.2.4 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.

### 5.2.5 Operational Related Penalty for O & M Support

SLA Measure	Target	Flat Penalty Rs.
Absence of Manpower and not made alternate arrangement	> 1 day	500 per day per person
Not recruited/deployed manpower	> 7 days to <15 days	500 per day per person
	>15 days	1000 per day per person

## 5.3 Termination for Default or Otherwise

5.3.1 GIL/SJED may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider, terminate the Contract in whole or part:

- If the Service Provider fails to deliver any or all of the Goods/Services within the period(s)/schedule specified in the Contract,
- If the Service Provider fails to perform as per the performance standards.
- If the Service Provider, in the judgment of GIL/SJED has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

5.3.2 In Circumstances mentioned in 3.13.1 above SJED may exercise the following option: -

- Direct the agency to leave the Hardware/Software and furniture in the offices of the SJED officer and terminate the Contract.

5.3.3 In case of premature termination of Contract for no fault of Supplier SJED may exercise the following options:-

- Direct the agency to leave the Hardware and software without any additional compensation.
- Direct the agency to leave behind the Hardware & pay him the cost of Hardware less the depreciation as per the Income Tax Act / Rules.



The SJED may consult GIL as to the genuine cost of Hardware. SJED may also take suitable decision as to the system/platform software in consultation with GIL.

#### **5.4 Force Majeure**

- 5.4.1 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchase either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 5.4.2 If a force Majeure situation arises, the supplier shall promptly notify SJED in writing of such conditions and the cause thereof. Unless otherwise directed by SJED in writing, the supplier shall continue to perform its obligations under the Contract as far as it reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

#### **5.5 Transportation**

- 5.5.1 Where the supplier is required under the contract to transport the goods to a specified place of destination within India or Gujarat defined as project site, transport to such place of destination in India or Gujarat including insurance, as shall be specified in the contract, shall be arranged by the supplier, and the related cost shall be included in the contract price.

#### **5.6 Incidental Services**

The supplier is required to provide the following services, including additional services, if any.

- Performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
- Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;

#### **5.7 Termination for Insolvency**

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

#### **5.8 Resolution of Disputes**

- 5.8.1 The matter regarding any dispute shall first be sorted out at the level of Social Justice and Empowerment Department. If the dispute persists to remain unresolved then it will be entertained, heard & finalized as per the provisions of the Arbitration and Conciliation Act, 1996.

## **5.9 Taxes and Duties**

- 5.9.1 The rates quoted shall be in Indian Rupees and shall be exclusive of all taxes as applicable up to the completion of job. Any increase in the Rates except taxes will not be allowed after signing the contract document.

## **5.10 Binding Clause**

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

## **5.11 Limitation of Liability**

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

## **5.12 The SJED, GoG the right**

- 5.12.1 To vary, modify, revise, amend or change any of the terms and conditions mentioned above; or
- 5.12.2 To reject any or all the tenders without assigning any reason whatsoever thereof or may terminate the tender process midway without assigning any reason.
- 5.12.3 Decision regarding acceptance of tender by SJED will be full and final.
- 5.12.4 Conditional tenders shall be summarily rejected.
- 5.12.5 SJED is free to phase out the work if it feels it necessary.

## A. Specifications

The primary goal of Testing and Acceptance would be to ensure that the project meets requirements, standards, specifications and performance prescribed in the RFP document, by ensuring that the following are associated with clear, quantifiable metrics for:

- Accountability:
- Performance
- Availability
- Security
- Manageability
- Standards and Protocols

The project would be designed to meet all functional, non-functional and management requirements as mentioned in the RFP document.

For each of the project requirements, there are operational requirements, deliverables and a set of standards, wherever applicable as per the following:

<b>Sr. No.</b>	<b>Component</b>	<b>Standard</b>
1.	Process Flow design	WFMC & BPMN 2.0 or higher Standards
2.	Information Access/ Transfer protocols	SOAP, HTTP/HTTPS
3.	Interoperability	Web Services, Open Standards
4.	Portal Development	W3C Specifications
5.	Photograph	JPEG(minimum resolution 640 X 480 Pixels)
6.	Digital Signature	RSA Standards and as decided by govt. time to time
7.	Document encryption	PKCS specification
8.	Information Security	ISO 27001 certified System
9.	Operational Integrity & Security Management	ISO 17799 certified System
10.	Operation	ISO 9001 Certified
11.	Service Management	ISO 20000 specifications or latest
12.	Project Documentation	IEEE/ISO Specifications for documentation
13.	Data Standards	All important data entities should be in line with standards published by DIT. These can be accessed at <a href="http://egovstandards.gov.in">http://egovstandards.gov.in</a> .
14.	Localization Standards	Localization standards, like Font standards are notified, and available at the DIT website. All Applications should comply with these standards to ensure common look and feel.
15.	Application	Open Standard

### 5.1 Performance Criteria

- 5.1.1 Performance would be that aspect of service, which would be measured in terms of throughput and latency. Higher throughput and lower latency values would represent good performance of a service. Throughput would represent the number of service requests served per unit time. Latency would be the round-trip time between sending a request and receiving the response.

## **5.2 Availability Criteria**

5.2.1 High Availability would be a key requirement. The applications must provide department officials with timely, continuous access to information 24X7. The log files of the applications must also be able to rebound or recover from any planned or unplanned system downtime, ensuring a minimal impact on the operations. Availability would be the quality aspect of whether the service is present or ready for immediate use. Availability represents the probability that a service is available. Larger values represent that the service would always be ready to use while smaller values indicate unpredictability of whether the service will be available at a particular time. Also associated with availability is time-to-repair (TTR). TTR would represent the time it takes to repair a service that has failed.

## **5.3 Security Criteria**

5.3.1 Security would be the aspect of the service of providing confidentiality and non-repudiation by authenticating the parties involved, encrypting messages, and providing access control. The applications can have different approaches and levels of providing security, depending on the service requester. Security requirements such as single sign on, encryption of passwords, logs and digital signature/e-sign etc. is a must.

5.3.2 SJED's application security will be of utmost priority. The forms should be protected from improper data input, both in the user's browser and at the remote server. Databases should be secured via username/password protection and potentially sensitive information should be secured using industry-standard encryption algorithms.

## **5.4 Manageability**

5.4.1 Manageability needs to be a crucial aspect of SJED's application. The Implementation Partner - SP has to ensure that the solution deployed has adequate monitoring and tracking features for measuring the utilization and availability of resources. This includes:

5.4.1.1 Remote Monitoring of Status and Statistics of all high-level components

5.4.1.2 Management capability to start/ stop/ restart services and systems

5.4.1.3 Auto discovery of all components manageable

5.4.1.4 Auto discovery of all other system components

5.4.1.5 Ability to track changes in configuration of the system components to help track service

5.4.1.6 System disruptions

## **5.5 Standards & Protocols**

5.5.1 The project should be completed as per the standards and protocols applied for development, hosting and maintenance of an automated system.

5.5.2 The software developed under this Contract shall conform to the standards and when no applicable standard is mentioned; to the authoritative standard

appropriate to the country of origin and such standards shall be the latest issued by the concerned institution.

## **5.6 Development Criteria**

The deliverable components of this RFP include:

- A web-based system by which Government official can find comprehensive information about indent request, Procurement process, distributions of material etc. Development of comprehensive SJED application through Development of Web Based application which accomplishes all the tasks as mentioned in the scope of work including the DSS and MIS reports
- The design, looks, and feels of the User Interface as approved by the SJED.
- A relational database(s) to be used for application management, site maintenance, calendaring and activities, and related documents.
- A system to control user access privileges. Granted privileges are based on roles and responsibilities including site administration and content management, calendar, activities, and document maintenance.
- Monthly or on demand reports/queries showing statistics.
- Monthly/Quarterly report on product up-time hosted at the Data Centre

## **5.7 Development of Application**

5.7.1 The Development of Application must be done as per global industry standard environment. The bidder must justify the choice of development environment. The software must be developed and hosted utilizing industry standard. The bidder must list all tools to be used to develop and maintain the software, as well as the hosting platform hardware and software.

## **5.8 Development Control**

5.8.1 The bidder must use all reasonable care to protect the integrity of the product during development. Use of a version and library control tool is desired. The bidder must describe the development environment to be used.

## **5.9 Project Management & Project Plan**

5.9.1 The bidder must provide an experienced Project Manager to oversee the development of the SJED applications and should serve as primary point of contact for the SJED. The bidder must follow an established Project Management methodology conforming to the best practices of the Project Management. The bidder must describe the methodology to be used.

5.9.2 During the Technical Presentation, the bidder must provide the SJED with a detailed Project Plan for the development of the SJED application. This Project Plan must include at minimum the Project Charter, a work breakdown structure showing all proposed milestones and deliverables, and a listing of all project issues and risks.

## **5.10 Status Reports**

5.10.1 The bidder must provide weekly status reports to the SJED during the development effort. These reports must be submitted by close of business on each Monday and must reflect status against the Project Plan as of close of business on the previous Friday. Any falsification of these status reports or failure to inform the SJED of issues impacting the deliverables or timeframe of the project may result in cancellation of the contract.

## **5.11 System Defects Correction**

5.11.1 The bidder must respond to all reports of system defects for the duration of the contract. The bidder must correct all "Critical severity" problems (system not

functioning, no workaround) within 6hours; all “Medium severity” problems (system not functioning, workaround available) within two business days; all “Low severity” problems (not impacting basic functionality) within five business days.

#### **5.12 Version Control & Bug Fixing**

5.12.1 The bidder must make any modifications necessary for the duration of the contract to ensure that the system is compatible with current and supported versions and releases of the relevant operating system and other system software.

#### **5.13 Hosting Criteria**

5.13.1 The bidder must work with the SJED to provide a detailed implementation plan, including but not limited to, orderly process of inventory, version control, and load all application materials, assignment of user rights and security, and verification of correct functionality. The bidder must present an implementation plan to the SJED for their approval by the beginning of the test period.

It is proposed that the product would be hosted in State Data Center, as per provisions provided by Department of Science & Technology, Gujarat; however the final decision regarding the primary site for hosting would rest entirely with the SJED.

#### **5.14 Availability**

5.14.1 The product must be available as per the Service levels defined. The bidder must state how that availability is to be provided, including all measures. The bidder must show the ability to report availability to SJED on a quarterly basis, and must indicate how availability is to be verified.

#### **5.15 Accessibility**

5.15.1 The SJED applications must meet the standards for software application. The bidder must test the applications with a commercially available accessibility monitor, and with a leading accessibility tool, if necessary.

#### **5.16 Security**

5.16.1 The bidder must take rigorous provisions to prevent unauthorized alteration or damage to the software and all related modules and databases. The bidder must describe in detail all measures to be taken, including the use of firewalls, monitoring for intrusion detection, etc. The bidder must also specify the dependencies, if any, in achieving the desired level of security.  
(NOTE: This information will be kept confidential.)

#### **5.17 Backup & Recovery**

5.17.1 The bidder must provide and successfully test backup and recovery capabilities for the applications and related databases. The bidder must describe this functionality, and the frequency of backup.

#### **5.18 Uptime & Performance**

5.18.1 The bidder must provide sufficient provisions to ensure that product’s all functionality, including data access, file downloads, and online transactions is performed within commercially acceptable response times. The bidder must state the capacity that will be available for the applications, and what tools and techniques will be used to continuously monitor application performance.

**5.19 Access Control and User Authentication:**

5.19.1 The bidder must prepare the access control & User Authentication policy and get it approved by SJED. The bidder shall be responsible to provide access control & User Authentication management during the period of contract.

## **SECTION IV: SPECIAL CONDITIONS OF CONTRACT**

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

### **5.20 Service Provider's Integrity**

- 5.20.1 The Service Provider is responsible for and obliged to conduct all contracted activities as defined in the scope of work in accordance with the Contract.

### **5.21 Service Provider's Obligations**

- 5.21.1 The Service Provider is obliged to work closely with SJED's staff, act within its own authority and abide by directives issued by SJED
- 5.21.2 The Service Provider will abide by the job safety measures prevalent in India and will free SJED from all demands or responsibilities arising from accidents or loss of life the cause of which is the Service Provider's negligence. The Service Provider will pay all indemnities arising from such incidents and will not hold SJED responsible or obligated.
- 5.21.3 The Service Provider is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanor.
- 5.21.4 The Service Provider will treat as confidential all data and information about SJED, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of SJED

### **5.22 Acceptance Testing and Certification**

- 5.22.1 As part of Acceptance testing, performed through a third party agency, SJED shall review all aspects of project development and implementation covering software, hardware and networking including the processes relating to the design of solution architecture, design of systems and sub-systems, coding, testing, business process description, documentation, version control, change management, security, service oriented architecture, performance in relation to defined requirements, interoperability, scalability, availability and compliance with all the technical and functional requirements of the RFP and the agreement.
- 5.22.2 As per the Science & Technology Department, Government of Gujarat Circular No. MIS/205/2670/IT dated 10th March, 2006; every application should be tested by EQDC at Bidder cost before its deployment.
- 5.22.3 SJED will establish appropriate processes for notifying the selected vendor of any shortcomings from defined requirements at the earliest instance after noticing the same to enable the selected vendor to take corrective action. All gaps identified shall be addressed by the vendor immediately prior to Go-live of the solution. It is the responsibility of the selected Bidder to take any corrective action required to remove all shortcomings, before the roll out of the project.
- 5.22.4 It is to be noted that the involvement of the third party for acceptance testing and certification, does not absolve the vendor of his responsibilities to meet all SLAs as laid out in this RFP document.



5.22.5 It is to be noted that: SJED may get the solution audited through a Third Party before Go-Live and periodically after Go-Live in order to ensure the success of the project. Such third-party agency for carrying out the acceptance testing and certification of the entire solution will be nominated by the SJED.

5.22.6 Any issues/gaps identified by the Agency, in any of the above areas, shall be addressed to the complete satisfaction of the Department.

## 6 SECTION VI: Scope of Work

### 6.1 Background:

Social Justice & Empowerment Department is looking for development and implementation of web based biometric attendance system for monitoring the presence of its employees and hostel students which are granted by Social Justice & Empowerment Department, across Gujarat.

The objectives for implementation of such a system are:

- To facilitate the marking of attendance through biometric devices at all Hostels including SJED and its offices.
- To monitor the presence of employees & students at the SJED offices and hostels which will give an overview of the timing discipline of the entire organization.
- To provide the facility for monitoring the attendance of all employees from a central location i.e. SJED to be able to generate various attendance reports on a click.
- To provide requisite information to the authenticated users of the system.

In first phase, SJED intends to implement the web based BAS at Ahmedabad and Gandhinagar based hostels/offices. In next phase, SJED intends to implement the same system in its offices at the different location across Gujarat after successfully installation and implementation of first phase.

SJED intends to award work to competent and professional firms involved in Web Based Application Software Development to develop and implement an "Web-based Biometric Attendance System for SJED and its offices. design and development of web-based attendance system, testing, training, post-implementation support and maintenance. Application Software to be developed shall meet the requirements and hosted at State Data Centre, Gandhinagar.

Detailed Process the Process for BAS will be as follows:

1. **Biometric Device:** Biometric devices for marking attendance will be installed at each Hostel/ offices of SJED Office. Biometric Devices will be provided by Department.
2. **Biometric Attendance:** The application will be used by SJED and hostels in its first phase and in subsequent phases; it will be used by other offices and hostel across the Gujarat.
3. **Registration:** Every officer/ Students will register his/her thumb/finger print impression with system for the use of attendance marking through biometric machine. The registration will be done for minimum of 4 fingers/thumb in the system.
4. **Marking of Attendance:** Registered officer/ official can mark his/ her attendance using biometric machine installed in offices on daily basis. In case of problem during marking of attendance, there should be facility of USER ID based attendance and supplier/bidder shall take necessary action to ensure that the system recognizes the biometric details of every employee.

5. **Attendance Management:** To control and monitor the daily attendance and updations of the system, SJED will nominate a Nodal Officer responsible for all the activities of attendance monitoring.

## 6.2 Functional Requirement:

Bidder would be responsible for the following scope of services:

1. System Study, Design and Development of web Based Real Time Biometric Attendance System (BAS).
2. Application will be implemented in Ahmedabad and Gandhinagar offices/ hostels in first phase. In subsequent phases, biometric machines may be installed and integrated at each SJED offices/ hostels.
3. Integration of devices with the developed BAS. Application should support all major industry standard interface.
4. Building Master Data by registering all the employees and student biometrically in the system.
5. Post Implementation Support /Warranty of 5year without any additional charges.
6. Help desk support during warranty and AMC period.
7. Covers all offices existing as well as extends to SJED Centers that may be setup subsequent to award of contract

### **Design, Development and Implementation of a web based application**

SJED has envisaged following activities pertaining to Application Software that are required to be taken up by the Bidder to achieve the objectives:

1. To conduct the System Study and to finalize the requirements in consultation with SJED. The system should be highly secure and customizable with minimum following features:
  - a. Import/Export of Employee data through Excel file
  - b. Employee Self Service Login
  - c. Employee Search & Query module
  - d. Organization calendar
  - e. Outside office/Late permission etc.
  - f. Real Time Attendance management across multiple offices
  - g. Integrates with other modules like Leave management
  - h. Flexible Timing Provisions
  - i. Scope for modifications on change of the rules.
  - j. Storage of attendance information at the central server located at State Data Centre, Gandhinagar. In case of internet disconnection, the data should be saved on local system and the data should be ported to central server as the connectivity restores.
  - k. Application should be accessible through Internet and Intranet.

Reports The system should support integrated powerful MIS with minimum following reports:

1. Daily Attendance Report
2. Attendance Register
3. Machine wise Attendance Report
4. Time wise Attendance Report
5. Leave status report of employee
6. Daily Checkout report
7. Employee Check-in and Check-out Log Report
8. Summary of Late coming employees
9. Summary report of punctual Employees for a specified period

## 10. Attendance Summary Report etc

2. User-based access to various attendance reports.
3. Generation of periodic attendance reports for SJED as well as for Local Offices/ Hostel offices
4. Tracking of late-coming, special duty, overtime etc of employees across the SJED Offices.
5. Monitoring of Check in and Check Out of the officials of the organization at all SJED Offices/HODs Level.
6. Provision of mass late attendance, Informed/On tour/Prior Intimation.
7. Search of employee in any SJED Office based on multiple parameters like employee name, department, section etc.
8. Provision of leave deduction by authorized user.
9. There should be an alternate method of marking attendance in case the device is not able to mark the attendance of employees through biometric.

The bidder shall be responsible for creation of Master Data regarding SJED employee data, their leaves etc. required for implementation of BAS under the supervision of Admin Section at SJED offices/hostels.

Sr No	Department/ HoDs	Offices	No. of offices	No of Student	Remark
1	Director of Developing Cast Welfare	Director of Developing Cast Welfare	60	7139	As per Annexure A
2	Director, Social Defense	Children Homes	29	140	As per Annexure B
		Mahila Bhikshuk Gruh	24	1445	As per Annexure C
3	Director Schedule Cast Welfare	Adarsh Nivasi Shala	12	1960	As per Annexure D
		Govt. Hostel	23	1795	As per Annexure E

### 6.3 General Requirements:

- The application should be Browser independent and dynamic in nature.
- The solution architecture should be platform independent.
- The solution should facilitate centralized deployment of the application.
- The solution should be interoperable in nature and design and development should be based on Service Oriented Architecture (SOA).
- The solution is required to provide modularity (business function and process) that should support addition / removal of one more modules as and when required.
- The solution architecture should allow infrastructure simplicity and Standardization.
- The solution should ensure data safety and integrity in the event of communication channels operation failures, software operability failures.
- Workflow Management tool should have inbuilt graphical workflow designer for modeling complex Business Processes using drag and drop facilities.

- The solution should be designed to remove all single points of failure. The solution should provide the ability to recover from failures and should also provide clustering features, thus protecting against many multiple component failures.
- The workflow system should allow process designers to design properties for each work stage like default document view, within an inbuilt form builder form view, Exception view, Trigger, Reminder/Alerts, etc.
- The solution should have the ability to scale up as and when the new business applications and services are added without compromising the performance of the overall solution. The architecture should be proven to be highly scalable and capable of delivering high performance as and when the transaction volumes increase. DMS shall support separate Document/Image server for better management of documents and store only metadata information in database
- The solution should employ a common user access and authentication service to ensure Single-Sign on for the end-user.
- The solution should support multi-tier authentication wherever and whenever required.
- The solution should have a capability to assign activities to roles, and map roles to users.
- The solution should restrict users from unauthorized access by allowing only the authorized users with valid profile/password to access only the allowed transaction

#### **6.4 Training:**

- The Service Provider has to conduct 2 days training workshop at Gandhinagar for SJED Users. (for 25 users)
- The Change Management Plan suggests the key strategies needed to address the aforementioned change implications having highest impact.
- The developer team shall have to prepare a draft change plan which it will present to the project team in SJED for approval. After incorporating changes proposed by the SJED, the developer team shall operationalize the change management plan.
- The developer team shall have to prepare a draft change plan which it will present to the project team in SJED for approval. After incorporating changes proposed by the SJED, the developer team shall operationalize the change management plan. The basic contours of the plan have:
  - One-day training at Gandhinagar (approx. 50 Users)
- **System Administrator Training** – System Administrator training should be conducted for the identified staff of SJED. This training shall cover the system administration activities, system deployment, system troubleshooting.
- **Refresher Training** – Refresher training shall be provided on application on quarterly basis or as and when required. Training shall be conducted at SJED and no extra payment will be paid.

- Department will provide the infrastructure for training viz. Conference room, Computers, Seating, Furniture, Network Bandwidth, Consumables like pens, white boards, projectors, chalk, duster, paper pins etc. for Training. The reference/training material will be provided by the bidder. The logistic for the trainer will be arranged by the bidder. However, the logistic for the trainee will be arranged by the SJED.

**Deliverables:**

1. Training Plan – One Electronic Copy
2. Training Material – One Electronic Copy to the Nodal Officer
3. Training Report containing Exist Test Result and Training Feedback – One Electronic Copy to SJED

**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 of Proposed Developed Application 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 5 years after Final Acceptance Test and finally delivery of the system / services.
- The project management involvement is throughout the entire project life cycle from Datacenter 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 the location specified by SJED. Whatever project related resources are indicated at the stage of evaluation of technical bid shall be assumed to be the project resource persons that bidder will put on the project.
- Overall responsibility - To manage the Proposed Developed Application through to project delivery, implementation, customer acceptance and project closure.
- To setup and manage Project Management team consisting of all constituents who are involved in the roll out of the Successful implementation
- To enforce work process structure and methodologies to enable the project team to perform their tasks effectively
- Central tracking of all project status from inception to production
- To manage project plan schedules for timely delivery for all activities as mentioned in bid
- To manage Customer's expectations and communications
- To manage quality, issues and change and escalations of implementation
- To identify project variances and steps to be taken to recover to the project plan
- Reporting – To provide timely and accurate updates, reports and escalations to Social Justice and Empowerment Department and its designated Agency's senior management on the health of project delivery operations.

- To manage different Partners for the delivery of the project
- To highlight technology risks and red alerts, if any.
- To plan for live operation of the proposed systems
- To manage the deployment of the new systems
- To organize project reviews and evaluation
- To gather and manage project documentation
- To obtain sign-offs for project deliverables

#### **Exit Management Plan**

- After completion of 4th year of Maintenance, SJED office shall identify and propose its Information Technology operations team to take over the software maintenance activities from the SP
- The SP shall create a detailed plan for Capacity Building required at SJED office to manage the application and a Transition Plan (implemented over a minimum period of 1 year) to affect the handover to SJED office; and implement the same in collaboration with the SJED office before the completion of their engagement.
- The SP shall handover all the documents, source codes to SJED office's IT Team during the 5th year of operations. This will include training and transfer of Intellectual Property, Knowledge Transfer related to maintenance as per SJED office's requirement

#### **Change Management**

- Introducing any change needs to consider the impact that change will have on all stakeholders – both within and outside the SJED. It is therefore necessary, for the TSP, to formulate a change management strategy that encompasses the requirements of the end user and the employees. The TSP should ensure that change management starts from the project planning stage and continues throughout the life of the project. It is essential to understand that change management is not a onetime activity. It is a continuous activity propagating to complete life of the project and touching all the stakeholders involved in the project
- The Change Management Plan suggests the key strategies needed to address the aforementioned change implications having highest impact.
- The developer team shall have to prepare a draft change plan which it will present to the project team in SJED for approval. After incorporating changes proposed by the SJED, the developer team shall operationalize the change management plan.

### **6.5 Envisaged Project Phases:**

#### **Stage I: Design Phase**

- Documentation of the existing processes of SJED
- Document existing processes Levels of SJED.

- Propose process Levels, based upon benchmarking / opportunities for improvement of processes.
- Identification of Business Process Reengineering requirement to achieve the proposed service levels, including legal changes required in processes.
- Documentation of To-Be Process maps in line with the BPR proposed of processes.
- Design the User Requirements Specification.
- Capacity Building / Training Plan
- Prepare System Requirement Specification (SRS) for application development
- Design the Change Management Plan
- Design and seek approval of the implementation Strategy from SJED prior to the commencement of the implementation plan
- Design & documentation of Hardware, network architecture & other infrastructural requirements, based on applications to be developed and submit Bill of Material to the SJED which will be procured by SJED separately.

#### **Stage II: Implementation Phase**

- Procurement of specified hardware components
- Software development, integration, testing & deployment
- Project monitoring and progress reporting to the SJED on regular basis.
- Complete entire solution wide roll out will be started within timeline of contract and then completed in a years' timeframe once it is started. The TSP will work with SJED to develop project implementation schedule immediately after the award of work order and will complete the schedule within a month's time.
- Development of UAT procedures and test cases
- Provide database software or any other software needs to run the Application.
- Bug fixing and incorporate feedback from Users.
- End User Training
- Rollout/Implementation of Application at least one locations mentioned in the geographical scope.
- Interface with front end delivery centers for application Go-Live
- Application Testing through EQDC and Security audit of the application through CERT-In empaneled agency.

#### **Stage III: Post Implementation – Warranty and Support**

- TSP will be responsible for providing support, in terms of product support, during contract period from the date of Go-Live of the application software.

### **6.6 Operation and Maintenance Support**



- The TSP has to provide the operation & maintenance for the period of 8 years 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 vulnerabilities /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 SJED.
- Maintaining checklist for the status of deployment on all servers
- Monitoring & Reporting Server/ System performance
- Backup/Restore data

## **6.7 Development and O & M Team**

### **6.7.1 Bidder shall propose the development Team for project as follow (the cost of the same has to mention in financial bid)**

Bidder shall propose development team with efficient resource to develop application in prescribed timeline. The developer team resources will be based onsite at a location/premises to be provided by Government of Gujarat.

### **6.7.2 Bidder shall propose the Operation and Maintenance team for project as follow (cost of the same has to mention in financial bid)**

After the rollout, the service provider shall keep three types of resource team at SJED during the entire duration of O & M.

#### **a) Continuous Development Team as part of O & M (Team Deployment 100% Onsite)**

For continues development process of web application a team of two developers with required skill set in respective area and Project Manager with minimum 5 years of experience. Project manager with (IT Graduate + MBA/PG with minimum 5 years of experience and domain knowledge).

To support the technical support for hardware/software, web application including applying patching, OS updation, antivirus updation, DB Management, O & M team of following resources shall be provided.

1. Central Site O & M Team: System Administrator, System/Business Analyst, DBA, Security Expert, Network Administrator, Portal Expert, and Mobility Expert etc. with BE/MCA/PG in IT having minimum 3 to 5 years of experience in their respective field. (Need Basis)
2. 10 resources for helpdesk support at central level during the O&M period.

Operation and Maintenance Period bidders are expected to carry out change that is required due to change in functionalities, Act, Rule, GR etc. during the 8 years of Operation and Maintenance period with the help of above mentioned team. No additional payment will be made during O & M period. During the course of O & M, bidder may suitably- deploy more resources, if required to perform any changes in the developed application without any cost.

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

- Provide warranty/on-site maintenance product, software that shall be supplied and installed under this procurement throughout the period of contract as per SLA and also provide warranty execution/onsite maintenance of the Database S/W.
- Undertake Performance Tuning and ensuring optimum performance of the equipment supplied. The support coverage shall be as per the service window mentioned in the Section – “Service Level”.
- Provide manpower for operations, maintenance and onsite warranty support of all the existing and supplied items.
- Bidder is required to propose the required compute power, storage and other requirement to host the SJED application at Central site. The necessary compute infrastructure will be provided by Govt. of Gujarat, as per the Department of Science Technology Guideline.
- SJED application will be hosted on this cloud infrastructure. For storage, EMC VMA 200K storage will be provided.
- As a part of technical bid, the detail BoM required is to be proposed as below:

▪ **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 and DR  
 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 and DR.

In State Data Center the required compute infrastructure and storage will be provided. However, bidder has required to quote, supply, install and maintain the required OS, Database and other s/w licenses provided by bidder. Considering the 5 years of growth if more compute infrastructure and storage will be required than it will be provided by Department. However, the incremental licenses of the OS and Database is required to be supplied and maintained with required ATS/AMC by bidder during 5 years of O & M period as part of this bid. The bidder has to envisage incremental licenses and AMC/ATS cost and the quote for the same in financial bid.

**Technical Details:**

- Application type: Three tier web based application
- Technology Platform: - Any
- Back end Technology: Any
- Server OS Support: Non Unix Environment
- The application developer/software provider should ensure that the proposed application architecture & offered solution including hardware, software or any other tool should be latest and should not be end of support/end of sales during the 5 years of O & M period.
- The proposed solution should be on open standard and compatible with other technology. So that, there should not be any proprietary/OEM lock in situation during the 8 years of O & M period.
- 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.
- Every 6 months, Bidder has to submit the documentation including code structure and architecture.

**SECTION V: Forms of Qualification and Technical Bid**

**6.8 Form I: Bid Proposals Form**

Date:  
Tender No.: GIL/\_\_\_\_\_

To  
Dear Sir,

Having examined the Bidding Documents including Addenda Nos. \_\_\_\_\_ (insert numbers, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to render the services as mentioned in the scope of work to “To Design, Development, and Implementation of the web based Biometric Attendance System for the Social Justice and Empowerment Department” in conformity with the said bidding documents for the same as per the technical and financial bid and such other sums as may be ascertained in accordance with the Financial Bid attached herewith (Annexure B) and made part of this bid. We have not placed any condition for the bid on our part and agree to bind ourselves to the terms and conditions of this tender unconditionally. Any conditions placed by us elsewhere in the present bid are hereby withdrawn unconditionally.

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

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

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

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

Name:  
Address:  
We understand that you are not bound to accept the lowest or any bid you may receive.  
Dated this     day of 2018  
Signature     (in the capacity of)

Duly authorized to sign Bid for and on behalf of

**6.9 Form II: BIDDER'S CHECK LIST**

<b>Sr. No</b>	<b>Criterion</b>	<b>Compliance Yes/No</b>	<b>Page No./Name of Attachment</b>
1	EMD & Bid Processing Fee	Yes/No	
2	Certifications	Yes/No	
3	Past Experience	Yes/No	
4	Annual Turnover and CA Certificate	Yes/No	

**6.10 Form III: Particular of Bidders Organization.**

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

**6.11 Form IV: Bid Processing Fees & EMD Details**

Sr No	Item	Amount (Rs.)	Name of Bank & Branch	Demand Draft /BG No.
1	Bid Processing Fees			
2	EMD			

**6.12 Form V: Format for Financial Capability**

Financial Year	Turnover (Rs. In Cr.)	Audited Certificate attached (Y/N)

**6.13 Form VI: Detail of similar type of Project (Successfully Completed or Ongoing)**

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

(Please attach relevant client certificates/Work Order/PO/Contract Document highlighting the No. of Documents)

**6.14 Form VII: Work Plan**

In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the scope of services and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule.

Work Plan

S No	Activity	Months							
		1	2	3	4				n
1									
2									
3									
4									
n									

**1** Duration of activities shall be indicated in the form of a bar chart.

- 2 The work schedule should reflect how and by when the bidder is expected to complete the assignment for each of the component and how this work plan maps to the resource schedule given earlier.
- 3 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Purchaser approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 4 Table can be customized as per need.

**6.15 Form VIII: Team Composition and Task Assignments and CVs of the proposed professional staff**

In this section, you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

Information of Staff			
Name of Staff	Area of Expertise	Position Assigned	Task Assigned

This information should be provided for all key staff, such as team leaders, project managers, technical support staff, etc. The relevant CV's of the professional staffs mentioned above are also required to be given in the format provided under this section.

Profile of proposed Staff to be deployed on the project

[For each position of key professional, separate form should be prepared]

- 1 Proposed Position:
- 2 Name of firm:
- 3 Date of birth:
- 4 Nationality:
- 5 Education: [Indicate college/university and other specialized education of staff member in the following format]

Sr. No.	Degree	Name of Institute	Percentage/ Grade obtained	Year
1.				
2.				
3.				
4.				
5.				



6 Other Training/ Certification:

7 Employment Record:

8 [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]

Sr. No.	Name of employer	Positions held	From	To
1.				
2.				
3.				
4.				

9 Understanding of work involved for this position:

[Provide details of your understanding of work entailed in the position based on your experience]

10 Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Signature

Name

Date

Place

**Seal**

Note: Please add separate pages as Annexure, if required.

#### **6.16 Form IX: Description of the Approach, Methodology and Work Plan for Performing the Assignment**

Technical approach, methodology and work plan are key components of the Technical Proposal. Bidders are suggested to present their Technical Proposal (inclusive of charts and diagrams) including Technical Approach and Methodology, Technical Approach and Methodology -In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

**6.17 Form X: 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 5 years in Gujarat 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 in Gujarat regarding any supply and contracts with our firm/company.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Signature: \_\_\_\_\_

(in the Capacity of): \_\_\_\_\_

Duly authorized to sign bid for and on behalf of

**7 FINANCIAL BID**

**Financial Bid Format**

Sr. No.	Description	Total Price (Rs.)
1.	“To Design, Development, and Implementation of the web based Biometric Attendance System for the Social Justice and Empowerment Department” as per the Scope of Work mention in the RFP- Part 1	
2.	Cost of OS, Database and other software required to running application – Part 2 (*except DR licenses)	
3.	Cost of ATS and AMC of OS, Database and other software required to running application for 8 year- Part 3	
4.	Cost of Operation & Maintenance support team at SJED for 8 year- Part 4 (*except DR licenses)	
<b>Grand Total</b>		

Note:

- Taxes are extra as applicable
- Grand total will be considered for final evaluation.
- The cost of the above parts should be matched with the breakup of each component mentioned in Part.
- \* The licenses for DR will be counted 25% of the quantity and price quoted for DC. As and when DR made operational by Government of Gujarat, the DR licenses maximum up to 25% may be separately ordered and successful bidder is required to deliver and install the same. The payment for the DR shall be made based on the actual licenses ordered and installed. Other than licenses payment no additional payment shall be made to bidder for O & M of DR Site. The responsibility of implementation of DR site as and when required shall be of TSP.

**Part 1: Cost of Design, Development, and implementation of the web based Biometric Attendance System for the Social Justice and Empowerment Department” as per the Scope of Work mention in the RFP- Part 1**

Sr No	Item Description Original	Total Man-month Efforts	Rate per man-month	Total amount (Rs.)	Taxes
		A	B	C= A* B	D
1	Conceptualization, As-Is Scenario, BPR and To-be			-	
2	Finalizing URS, SRS for application				
3	Development/ Customization & Coding				
4	Design, Development and Coding				
5	Training				
<b>Total Amount (Rs.)</b>					

**Part 2: Cost of OS, Database and other software required to running application**

Sr No.	Particular	Unit	No. of License	Total (Rs.)	Tax(Rs.)
1					
2					
3					
4					
5					
Grand Total (Rs.)					

**Part 3: Cost of ATS and AMC of OS, Database and other software required to running application**

Sr No.	Particular	Y1 Cost (Rs.)	Y2 Cost (Rs.)	Y3 Cost (Rs.)	Y4 Cost (Rs.)	Y5 Cost (Rs.)	Y6 Cost (Rs.)	Y7 Cost (Rs.)	Y8 Cost (Rs.)	Total (Rs.)
		A	B	C	D	E	F	G	H	I= (A+B+C+D+E+F+G+H)
1										
2										
3										
4										
5										

**Part 4: Cost of Operations and Maintenance software including continuous development team, handholding and training and central site O&M team for Technical support for Software Upgrades, Updates, patches, security updates, bug fixes etc.**

S/n	Particular	No. of Resource	Year 1		Year 2		Year 3		Year 4		Year 5		Year 6		Year 7		Year 8		Total(E+G+I+K+M+O+Q+S)
			Per month Rate (Rs.)	Y1 (C*D*12)	Per month Rate (Rs.)	Y2(C*F*12)	Per month Rate (Rs.)	Y3(C*H*12)	Per month Rate (Rs.)	Y4(C*J*12)	Per month Rate (Rs.)	Y5(C*L*12)	Per month Rate (Rs.)	Y6(C*N*12)	Per month Rate (Rs.)	Y7(C*P*12)	Per month Rate (Rs.)	Y8(C*R*12)	
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	
1.																			
2.																			
3.																			
4.																			
5.																			
6.																			

7.																			
8.																			
<b>Total</b>																			

**Annexure A: 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/equipment's 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 \_\_\_\_\_ 201\_\_

\_\_\_\_\_  
Signed and delivered by

\_\_\_\_\_

For & on Behalf of

Name of the Bank & Branch &  
Its official Address

## 8 Annexure B: Format of Earnest Money Deposit in the form of Bank Guarantee

Ref:

Bank Guarantee No.

Date:

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

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the Tender no: XXXX for "To Design, Development, and Implementation of the web based Biometric Attendance System for the Social Justice and Empowerment Department " KNOW ALL MEN by these presents that WE - -----  
-----  
having our registered office at -----  
(hereinafter called "the Bank") are bound unto the \_\_\_\_\_, Gujarat Informatics Limited in the sum of ----- for which payment well and truly to be made to Gujarat Informatics Limited , the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day of ----- 2016.

THE CONDITIONS of this obligation are:

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

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

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

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

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

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_.

\_\_\_\_\_

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/10/2018/18/DMO dated 16.04.2018 issued by Finance Department or further instruction issued by Finance department time to time.