

**Revised
Tender
Selection of Service Provider
for
Design, Develop and Implementation of Website, Web
Portal & Mobile App
for
Gujarat Skill Development Mission (GSDM)**

Tender No: SW06032019169

Bid Processing Fees:5,000/-

Earnest Money Deposit:10,00,000/-



Gujarat Informatics Ltd

**Block no. 2, 2nd floor, Karmayogi Bhavan,
Sector-10A, Gandhinagar-382017, Gujarat
Ph No. 23259237 Fax: 23238925.**

www.gil.gujarat.gov.in

**Last date of submission of queries: 02.04.2019 upto 1500 hrs.
Last date of Submission of Bids: 11.04.2019 upto 1500 hrs.
Opening of Technical Bid: 11.04.2019 at 1600 hrs.
Tentative Date of presentation by qualified bidders based on pre-qualification:
15.04.2019 at 1200 hrs**

Abbreviation

GSDM	Gujarat Skill Development Mission
DST	Department of Science & Technology, GoG
GoG	Government of Gujarat
SDC	State Data Center
GIL	Gujarat Informatics Limited
ITB	Instruction to Bidder
EMD	Earnest Money Deposit
GCC	General Condition of Contract
SCC	Special Condition of Contract
PBG	Performance Bank Guarantee
TSP	Total Solution Provider
OCR	Optical character reorganization
SP	Service Provider
SSC	Sector Skill Council
CAAF	Centre Accreditation & Affiliation Form
PMKVY	Pradhan Mantri Kaushal Vikas Yojana
NSQF	National Skill Qualification Framework
NSDC	National Skill Development Corporation
TP	Training Provider
TC	Training Centre

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1. SECTION 1: INVITATION FOR BIDS

Gujarat Informatics Limited on behalf of Gujarat Skill Development Mission (GSDM)online bids for “Selection of Service Provider for Design, Develop and Implementation of Website, Web portal & Mobile app for Gujarat Skill Development Mission (GSDM)”

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 (www.gil.gujarat.gov.in) as well as from <https://gil.nprocure.com>.
2. This RFP document is not transferable.
3. No Consortium will be allowed.
4. Bidders shall submit bid processing fees in the form of Demand Draft in the name of “Gujarat Informatics Ltd.” payable at Gandhinagar along with the covering letter.
5. Bidders shall submit Bid security/EMD of Rs.10,00,000/- 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/10/2015/508/DMO dated 27.04.2016 issued by Finance Department or further instruction issued by Finance department time to time; in the name of “Gujarat Informatics Ltd.” payable at Gandhinagar (as per prescribed format given at Section 10) and must be submitted along with the covering letter.
6. The sealed cover should besuper scribe as “Bid Processing fees & Bid Security/EMD for the Request for Proposal for “Design, Develop and Implementation of Website, Web portal & Mobile app for Gujarat Skill Development Mission (GSDM)”.

7. Important Information

Sl. No.	Information	Details
1.	Last Date, Time for submission of written queries for clarification only by e-mail as per predefine format.	02.04.2019 upto 1500 hrs vipulp@gujarat.gov.in
2.	Last date and time for submission of EMD/ Bid Security& Bid Processing fees in GIL physically along with original Affidavit of Self Declaration.	11.04.2019 upto 1500 hrs
3.	Last Date and Time for the Submission of Proposal (Technical and Commercial) (Online)	11.04.2019 upto 1500 hrs
4.	Place, Date and Time for opening of Technical Proposals	11.04.2019 upto 1500 hrs Block no. 2, 2nd floor, KarmayogiBhavan, Sector-10A, Gandhinagar-382017, Gujarat
5.	Tentative Date of presentation by qualified bidders based on pre-qualification	15.04.2019 at 1200 hrs Block no. 2, 2nd floor, KarmayogiBhavan, Sector-10A, Gandhinagar-382017, Gujarat
6.	Contact person for queries	DGM(App), Gujarat Informatics Limited
7.	Address for communication	Block no. 2, 2nd floor, KarmayogiBhavan, Sector-10A, Gandhinagar-382017, Gujarat
8.	Place, date and time for opening of financial/commercial proposal	The place, date and time for opening of financial/commercial proposal will give to the technically qualified bidder later on.
9.	Bid validity	180 days

8. Technical and Financial bids will be opened in the presence of bidders' or their representatives who choose to attend on the specified date and time.
9. Financial bids of only eligible bidder matching the pre-qualification criteria of the bids and qualify in presentation will be opened.
10. In the event of the date specified for receipt and opening of bid being declared as a holiday by Govt. of Gujarat, the due date for opening of bids will be the next working day at the appointed time.
11. Gujarat Informatics Ltd/ GSDM reserve the right to accept or reject any tender offer without assigning any reason.

12. Use & Release of Bidder Submissions:

GIL/GSDM is not liable for any cost incurred by a bidder in the preparation and production of any proposal, the preparation or execution of any benchmark demonstrations, simulation or laboratory service or for any work performed prior to the execution of a formal contract. All materials submitted become the property of the GIL/GSDM and may be returned at its sole discretion. The content of each bidder's proposal will be held in strict confidence during the evaluation process, and details of any Proposals will not be discussed outside the evaluation process.

13. The document/papers prepared in this connection shall be the property of the GSDM/GIL and will have to be deposited with the GSDM after the work is over.

14. Bid validity period is 180 days.

2. SECTION 2: INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

2.1 Source of Funds.

2.1.1 GSDM is calling the SP for availing the service for Design, Develop and Implementation of Website, Web portal & Mobile app for Gujarat Skill Development Mission (GSDM) as mentioned in the Scope of work.

2.1.2 The Work order for the required service will be placed on the selected service provider by GSDM directly and the payment for the service mentioned in the said work order will be made directly by the GSDM from their own source of fund as per financial terms and condition of RFP.

2.2 Pre-Qualification Criteria

The firm/company meeting the following eligibility criteria will be considered for further evaluation.

Sr. No.	Eligibility Criteria	Attachments
I.	The bidder should be a company registered/ incorporated under Indian company Act and must have 5 years of existence in India as on date of submission of bids.	Valid copy of the Certificate
II.	The Bidder should be Software Development firm and should be in operations in successful Software Development, Software Customization & Implementation anywhere in India for at least 5 Years as on date of submission of bid.	Work Orders / Client Certificates confirming year and area of activity and copy of Certificate of Incorporation.
III.	The Bidder should have an annual turnover from IT Software related	Audited and Certified Balance Sheet & Profit/Loss Account of last

Sr. No.	Eligibility Criteria	Attachments
	services (Software Development/ Software Customization & Implementation only) of at least Rs. 15 Crores during each of the last three financial years (2015-16, 2016-17 and 2017-18) or cumulative turnover of Rs. 45 Cr for the last three financial years (2015-16, 2016-17 and 2017-18)	3 Financial Years. CA certificate mentioning turnover of Software development/IT products development and Support service activities.
IV.	The Bidder should have a Positive net worth during each of the last three financial years i.e. 2015-16, 2016-17 and 2017-18.	Certificate from CA or audited financial statements
V.	<p>The bidder should have successfully completed, at least ONE IT Project during last 5 years as on date of submission of bids in India where the value of the project should be at least Rs. 3 Crore. OR</p> <p>The Bidder should have successfully completed, at least 3 Software Development projects during last 5 years as on date of submission of bids, for any Government organization/ PSU's in India where the value of the assignment should be at least Rs. 1 Crore each.</p>	Work Order / Project Contract Document / Agreement / Satisfactory Completion Certificate by the client with details of project value, sites and no. of users / Letter Signed by Authorized Signatory with clear scope of project.
VI.	The Bidder should be a Total Solution Provider (TSP) having ISO 9001:2008 or latest having scope of Software Development & Customization	Valid copy of the Certificates
VII.	The bidder should have at least 50 technically trained employees on its payroll as on date of submission of bids.	Authorization certificate from HR manager
VIII.	Bidder should not have violated / infringed on any Indian or foreign trademark, patent, registered design or other intellectual property rights any time anywhere in India.	Affidavit regarding non-violation / infringement of any Indian or foreign trademark, patent, registered design or other intellectual property rights must be submitted by the bidder as per Attached format.
IX.	The Bidder should have at least one office in Gujarat and preferably support centers/logistics for the entire state. If the Bidder is not having any office in	The copy of Property tax bill/Electricity Bill/Telephone Bill/G.S.T.-C.S.T. Registration/Lease agreement

Sr. No.	Eligibility Criteria	Attachments
	Gujarat, then bidder should submit a letter of undertaking to open an office in Gujarat within 45 days from the date of issue of work order if he is awarded the work.	should be submitted as proof Or Undertaking Letter
X.	No Consortium will be allowed.	Self-declaration

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

2.3 Cost of Bidding

2.3.1 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.

B. BIDDING DOCUMENTS

2.4 Contents of Bidding Documents

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

2.4.2 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.

2.5 Clarification of Bidding Documents

2.5.1 A prospective bidder requiring any clarification of the bidding documents may seek clarification of his/her query on the date indicated on RFP clause of this document. GIL/ GSDM will respond to any request for the clarification of any bidding documents, which it receives during the meeting on the date mentioned on the RFP clause of this document GIL shall hold a pre-bid meeting with the prospective bidders on date & time given in Section 1.

2.5.2 The Bidders will have to ensure that their queries for pre-bid meeting should reach to Name, Address, Fax and email id of the officer mentioned by post, facsimile or email on or before on date & time given in Section 1.

Bidder's Request For Clarification			
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			
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Gujarat Informatics Limited shall not be responsible for ensuring that the bidder's queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the GIL/GSDM.

2.6 Amendment of Bidding Documents

- 2.6.1 At any time prior to the deadline for submission of bids, GIL/GSDM may, for any reason, whether on its own initiative or in response to the clarification may change their bidding document by amendment; the amendment will be uploaded online through www.gil.gujarat.gov.in & <https://gil.nprocure.com>.
- 2.6.2 In order to allow prospective bidders reasonable time to consider the amendments while preparing their bids, GIL/ GSDM at its discretion, may extend the deadline for submission of bids.
- 2.6.3 At any time prior to the last date for receipt of bids, GIL may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a corrigendum.
- 2.6.4 Any such corrigendum shall be deemed to be incorporated into this RFP.

C. PREPARATION OF BIDS

2.7 Language of Bid

- 2.7.1 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. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an appropriate translation of the relevant document in the English language and in such a case, for purpose of interpretation of the Bid, the translation shall govern.

2.8 Documents Comprising the Bid

- 2.8.1 The bid prepared by the Bidder shall comprise of the following documents:
 - a. Cover of EMD and Bid Processing Fee (Physically at GIL)
 - b. Technical Bid and a Financial Bid completed in accordance with ITB Clauses 2.9, 2.10 and 2.11 (Online)
- 2.8.2 The bid documents and addendums (if any) together shall be considered as final and self-contained bid document not withstanding any previous correspondence or document issued by GIL/GSDM.

2.9 Bid Form

- 2.9.1 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>.

2.10 Bid Prices

- 2.10.1 The bidder shall indicate the prices in the format mentioned in the financial bid.
- 2.10.2 The following points need to be considered while indicating prices:

- a) 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
 - b) The rates of any Indian duties, GST and other taxes which will be payable by the Client on the goods (if any) if this contract is awarded, should be quoted separately. The taxes will be extra and payable on invoice amount as on actual basis.
 - c) Invoicing shall be from Gujarat only.
- 2.10.3 The Bidder's separation of the price components in accordance with the ITB Clause 2.10.2 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.

2.11 Bid Currency

- 2.11.1 Prices shall be quoted in Indian Rupees only.

2.12 Period of Validity Bids

- 2.12.1 Bids shall be valid for 180 days after the date of bid opening. The GIL/GSDM shall reject a bid valid for a shorter period as non-responsive.
- 2.12.2 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.
- 2.12.3 Bid evaluation will be based on the bid prices without taking into consideration the above changes.

2.13 Format and Signing of Bid

- 2.13.1 Bidders have to submit the bids 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.
- 2.13.2 Before filling in any of the details asked, bidders should go through the entire bid document and get the required clarifications from GIL/ GSDM during the pre-bid conference.

D. SUBMISSION OF BIDS

2.14 Sealing and Marking of Bids

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

2.15 Deadline for Submission of Bids

- 2.15.1 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.

2.15.2 GIL may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance 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.

2.16 Late Bids

2.16.1 Any bid received by GIL after deadline for submission of bids prescribed by GIL pursuant to ITB Clause 2.15, will be rejected and /or return unopened to bidder.

2.17 Modification and Withdrawal of Bids

2.17.1 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>

2.17.2 No bid may be modified subsequent to the deadline for submission of the bids.

2.17.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry period of the bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval shall result in the bidder's forfeiture of its bid security, pursuant to ITB clause 2.12.

E. OPENING AND EVALUATION OF BID

2.18 Opening of Bids by GIL

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

**Gujarat Informatics Limited
Block no. 2, 2nd floor, KarmayogiBhavan,
Sector-10A, Gandhinagar-382017, Gujarat**

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

2.18.2 The Bidder's names, bid modifications or withdrawals, bid prices and the presence or the absence of requisite bid security and such other details, as GSDM, at his discretion, may consider appropriate, will be announced at the time of opening. No Bid shall be rejected at the opening, except for late bids, which shall be returned unopened to the bidders pursuant to ITB Clause 2.18.

2.18.3 Bids that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

2.18.4 Financial bids of only those bidders who qualify on the basis of pre-qualification, technical bid (presentation/demonstration) will be opened in the presence of the qualified bidders or their representatives at pre-specified time and date which will be communicated to the qualified bidders well in advance.

2.18.5 The bids will be evaluated on a Quality and Cost Based Selection [QCBS] basis. The proposals will be ranked according to their combined technical and financial scores using weights

2.19 Clarification of Bids

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

2.20 Preliminary Examination

2.20.1 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.

2.20.2 If a bid is not substantially responsive, it will be rejected by GIL and may not subsequently be made responsive by the bidder by correction of the non-conformity.

2.20.3 Conditional bids are liable to be rejected.

2.21 Contacting GIL/GSDM

2.21.1 Subject to ITB Clause 2.19, no Bidder shall contact GIL/GSDM on any matter relating to its bid, from the time of the bid opening to the time of contract award. If he wishes to bring additional information to the notice of GIL/GSDM, he should do so in writing. GIL/GSDM reserves its right as to whether such additional information should be considered or otherwise.

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

F. AWARD OF CONTRACT

2.22 Post-qualification

2.22.1 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.

2.23 Award Criteria

2.23.1 Subject to ITB Clause 2.25, GSDM will award the contract to the successful bidder decided as per the evaluation procedure mentioned in ITB clause no. 2.18 mentioned above.

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

2.23.3 GSDM reserves the right to award the contract in part to more than one bidder, provided further that the bidder(s) are determined to be qualified to perform the contract satisfactorily.

2.24 GSDM/GIL's Right to Accept Any Bid and to reject any or All Bids

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

2.25 Notification of Awards

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

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

2.26 Signing of Contract

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

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

2.27 Corrupt or Fraudulent Practices

2.27.1 GSDM 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, GSDM defines for the purposes of this provision, the terms set forth as follows:

d) "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of the public official in the procurement process or in contract execution: and

e) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to detriment of the GSDM/GIL and includes collusive practice among the bidders (Prior to or after the bid submission) designed to establish bid prices at artificial non-competitive level and to deprive the GSDM/GIL of the benefit of the free and open competition.

2.27.2 GSDM shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices and same shall be conveyed to Dept of Science & Technology/GIL or black listed by any of the Department of Government of Gujarat in competing for the contract in question.

2.27.3 GSDM shall declare a firm ineligible, and black listed either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in

executing, a contract. The same shall be conveyed to Dept of Science & Technology/GIL.

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

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

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

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

2.28.2 However, in case of doubt as to the interpretation of the bid, the bidder may make a written request prior to the pre-bid conference to;

Gujarat Informatics Limited

Block no. 2, 2nd floor, Karmayogi Bhavan,

Sector-10A, Gandhinagar-382017, Gujarat

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

3. SECTION 3: GENERAL CONDITION CONTRACT.

3.1 Definitions

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

- a) "The Contract" means the agreement entered into between GSDM and the service provider, as recorded in the Contract Form Signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- b) "The Contract Price" means the price payable to the service provider under the Contract for the full and proper performance of its contractual obligations;
- c) "Services" means "all the services mentioned in scope of work of this document"
- d) "GCC" means the General Conditions of Contract contained in this section.
- e) "GSDM" means client availing the service from the SP.
- f) "The Client's Country" is the country named in GCC.
- g) "The SP means service provider" means the individual or firm supplying the and / or Services under this Contract.
- h) "Day" means a working day.
- i) "Critical deliverables" means the deliverables supplied by SP
- j) "Time required for approval" means the time lapsed between the date of submission of a critical deliverables (complete in all respect for all the business functions /services) and the date of approval excluding the intermediate time taken by the Service Provider for providing clarifications/modifications and communication.
- k) The "Bid Document" and "Tender Document" are the same.
 - l) "The Project Site", wherever applicable, means the place or places where the work is to be executed.
- m) "Completion of work" means it should be certified by the authority considering the scanning and data entry work including design & development of software solution as proposed in the RFP/work order.
- n) "Office Completeness" means the site should be complete in all respects i.e.
 - Hardware is supplied, installed and commissioned
 - Requisite Software is installed
 - Requisite Application Software is installed.
 - Connectivity setup is established.
 - Requisite Manpower is deployed
 - The entire setup as defined in the scope of work has become functional & the transactions can be done on computers.
- o) "Maintenance" means
 - Taking care of the machine
 - Changing the Spares when they become faulty
 - Locate, remove, and repair technical faults.
 - Identify Software related problems such as run time error, viruses etc. & reload the machines with Software
 - Housekeeping of all Hardware
 - Ensuring continuous power supply to all machines during working hours.

- Any other task to be performed to keep the system functional.
- p) Performance Standards
This factor incorporates the maintenance standards as defined below:

Service Level Standards: -

The agency has to meet the service level norms failing which the contract is liable to get cancelled.

- a) Install high quality hardware and peripherals at all sites to ensure minimum downtime.
- b) Provide skilled and efficient manpower to attain maximum production.
- c) Provide quality consumables like branded CDs, Paper, Toners, Tapes, etc.
- d) Absolutely avoid usage of low quality consumables, refilled toners, etc.

3.2 Application

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

3.3 Country of Origin

- 3.3.1 All Services rendered under the Contract shall have their origin in the member countries and territories eligible i.e. India
- 3.3.2 The origin of Services is distinct from the nationality of the service provider.

3.4 Standards

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

3.5 Use of Contract Documents and Information

- 3.5.1 The service provider shall not, without GSDM's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the in connection therewith, to any person other than a person employed by the service provider in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 3.5.2 The service provider shall not, without GSDM's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 3.5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of GSDM and shall be returned (in all copies) to GSDM on completion of the service provider's performance under the Contract if so required by GSDM.
- 3.5.4 The Service Provider shall permit GSDM/GIL to inspect the service providers accounts and records relating to performance of the service provider with regards

to this contract and to have them audited by auditors appointed by GSDM/GIL, if so required by GSDM/GIL.

- 3.5.5 The bid and all materials submitted to the GSDM/GIL must be considered confidential and must be submitted in sealed envelope clearly marked as "Confidential".

3.6 Patent Rights, Copy Right

- 3.6.1 The Service Provider shall indemnify GSDM/GIL 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.

3.7 Intellectual Property Rights

- 3.7.1 The Department shall retain exclusive intellectual property rights to the software (including source code of customizations/ enhancements/ amendments done). Final solution IPR will be sole and exclusive property of department. Service Provider will have no claim to any base layer or any other component.
- 3.7.2 The Department shall have full rights of sharing source code with Gujarat State/ Govt. of India/Other states/Government Departments/Boards/Corporations or any other govt. body..

3.8 Inspection/Testing

Application:

- a) As per Govt. Of Gujarat circular dated 10th March 2006, the GSDM applications must be tested at EQDC, GIDC, Gandhinagar or at the location specified by GSDM at the cost of SI. The SP must include testing cost in their financial bid. The different types of tests that has to be performed through EQDC/other competent agency are as mentioned below:
- Stress/Load testing
 - Performance testing
 - Security testing

Application Security Audit:

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

- a) The SP must submit the test results to GSDM.
- b) Should any inspected or tested software fail to conform to the specifications, the GSDM may reject the software and the SP shall either replace/redevelop the rejected software or make alterations necessary to meet specification requirements free of cost to GSDM.
- c) No clause in the RFP document releases the SP from any warranty or other obligations under this Contract.
- d) The inspection of the working of the developed software shall be carried out to check whether the software is in conformity with the requirements

described in the contract. The tests will be performed after completion of installation and commissioning of all the software at the site of installation. During the test run of software, no malfunction, partial or complete failure of any module of software or bugs in the software is expected to occur. All the software should be complete and no missing modules/sections will be allowed. The SP shall maintain necessary logs in respect of the result of the test to establish to the entire satisfaction of GSDM, the successful completion of the test specified. An average uptime efficiency of 99.7% for the duration of test period shall be considered as satisfactory. On successful completion of acceptability test and after GSDM is satisfied with the working of the software on the, the acceptance certificate of GSDM will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the software.

- e) Before the Application modules are taken over by GSDM, the SP shall supply operation manuals. These shall be in such details as will enable GSDM to use the software as stated in the specifications. The documentation shall be in the English/Gujarati language and in such form and numbers as stated in the contract document. Unless and otherwise agreed, the software shall not be considered to be complete for the purpose of taking over until such documentation has supplied to GSDM.

3.9 Change Request

- 3.9.1 During the contract period, any change in scope of work, or in design and development of Decision Support systems (DSS) or of Management Information system (MIS) shall not be construed as change Request order and instead will become part of scope of work accompanying this bid document.
- 3.9.2 GSDM may, at any time, by written order given to the SP make changes within the general scope of the Contract in any one or more of the following:
 - o Designs, specifications, requirements of which software or service to be provided under the Contract are to be specifically developed / rendered for GSDM;
 - o The place of delivery; and/or the Services to be provided by the SI.
 - o The bidder should be responsible for changes in the software system user Interface and due to change of legal/statutory/GR/Any ACT etc. changes issued by govt. time to time during the contract period.
- 3.9.3 Once the change request is developed and implemented, it will become the part of the Software application without any additional cost to GoG
- 3.9.4 Training of personnel of the GSDM in terms of hours/subjects will be without any additional cost.
- 3.9.5 Any change during the operation and maintenance period should not be considered as a change request. However, the bidder has to deploy Team mentioned in this RFP for any changes in the application.

3.10 Earnest Money Deposited (EMD)/Bid Security

- 3.10.1 The bidder shall furnish, as part of its bid, an Earnest Money Deposit in the form of Demand Draft OR in the form of an unconditional Bank Guarantee (which

should be valid for 9 months from the last date of bid submission) of any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2015/508/DMO dated 27.04.2016 issued by Finance Department or further instruction issued by Finance department time to time; in the name of "Gujarat Informatics Ltd." payable at Gandhinagar (as per prescribed format given at Section 10) and must be submitted along with the covering letter.

- 3.10.2 Proposals not accompanied by EMD shall be rejected as non-responsive.
- 3.10.3 The successful bidder's bid security will be discharged from GIL only after the signing of the contract and submission of performance security.
- 3.10.4 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.
- 3.10.5 The EARNEST MONEY DEPOSIT shall be forfeited:
 - 3.10.5.1 If a bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form;
 - 3.10.5.2 Or in case of a successful Bidder, if the Bidder fails to sign the Contract; or to furnish the performance security.
 - 3.10.5.3 No exemption for submitting the EMD will be given to any agency.

3.11 Performance Security/Performance Bank Guarantee (PBG)

- 3.11.1 The successful Bidder has to furnish a security deposit so as to guarantee his/her (Bidder) performance of the contract.
- 3.11.2 The Successful bidder has to submit Performance Bank Guarantee @ 10% of total order value within 15 days from the receipt of notification of award for the duration of warranty of all Nationalized Bank including the public sector bank or Private Sector Banks authorized by RBI or Commercial Bank or Regional Rural Banks of Gujarat or Co-Operative Bank of Gujarat (operating in India having branch at Ahmedabad/Gandhinagar) as per the G.R. no. EMD/10/2015/508/DMO dated 27.04.2016 issued by Finance Department or further instruction issued by Finance department time to time. (The draft of Performance Bank Guarantee is as per Section 11).
- 3.11.3 The Performance Security shall be in the form of Bank Guarantee valid for 9months from the date of issue of work order.
- 3.11.4 The proceeds of the performance security shall be payable to the GSDM as compensation for any loss resulting from the Service provider's failure to complete its obligations under the Contract.
- 3.11.5 The Performance Security will be discharged by GSDM and returned to the Bidder on completion of the bidder's performance obligations under the contract.
- 3.11.6 In the event of any contract amendment, the bidder shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period.
- 3.11.7 No interest shall be payable on the Performance Bank Guarantee amount. GSDM 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.

3.12 Delivery and Documents

3.12.1 Delivery of the Goods shall be made by the Service Provider in accordance with the terms specified by GSDM in the Notification of Award.

3.13 Incidental Services

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

3.13.1 performance or supervision of the on-site assembly and/or start-up of the supplied Goods;

3.13.2 furnishing of tools required for assembly and/or maintenance of the supplied Goods;

3.13.3 furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;

3.13.4 Performance or supervision or maintenance and/or repair of the supplied Goods, for the period of time mentioned in the tender notification.

3.14 Prices

3.14.1 Prices payable to the service provider as state in the contract shall be fixed during the performance of the contract.

3.15 Assignment

3.15.1 The service provider shall not assign, in whole or in part, its obligations to perform under the Contract, except with prior written consent of GSDM.

3.16 Delays in the Service Provider's Performance

1) Delivery of the Goods and performance of the Services shall be made by the Service Provider in accordance with the time schedule specified by GIL/GSDM.

2) If at any time during performance of the Contract, the Service Provider or his sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Service Provider shall promptly notify GIL/GSDM in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, GIL/GSDM shall evaluate the situation and may, at its discretion, extend the Service Provider's time for performance with or without a penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.

3) The bidders shall read & understand the requirements thoroughly & shall adhere to the schedule strictly. The supply, installation & commissioning of Hardware & software at all locations shall be completed within 15 days from the date of signing the Contract Agreement.

3.17 Termination for Default or otherwise

3.17.1 GSDM 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:

- a) if the service provider fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by GSDM; or
- b) If the service provider fails to perform any other obligation(s) under the Contract.
- c) If the service provider, in the judgment of GSDM has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

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

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

- d) If the Service Provider fails to conform to the quality requirement laid down/third party inspection/consultants opinion.
- 3.17.2 If Bidder has violated / infringement of any Indian or foreign trademark, patent, registered design or other intellectual property rights. Certificate/affidavit regarding non-violation / infringement of any Indian or foreign trademark, patent, registered design or other intellectual property rights.

3.18 Force Majeure

- 3.18.1 Notwithstanding anything contained in the tender, the SP shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.
- 3.18.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the service provider and not involving the service provider's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchase either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 3.18.3 If a force Majeure situation arises, the service provider shall promptly notify GSDM in writing within 10 days of such conditions and the cause thereof. Unless otherwise directed by GSDM in writing, the service provider shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

3.19 Termination for Insolvency

- 3.19.1 GSDM may at any time terminate the Contract by giving written notice to the Supplier / service provider, if the Supplier / service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to

the Supplier / service provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to GSDM.

3.20 Termination for Convenience

3.20.1 GSDM by written notice sent to the service provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for GSDM's convenience, the extent to which performance of the service provider under the Contract is terminated, and the date upon which such termination becomes effective.

3.20.2 The services / software that is complete and ready for rendering / deployment within 30 days after the service provider's receipt of notice of termination shall be accepted by GSDM at the Contract terms and prices. For the remaining services, GSDM may elect:

- a) To have any portion completed and delivered at the Contract terms and prices; and/or
- b) To cancel the remainder and pay to the service provider an agreed amount for partially completed services / software and for services / software previously procured by the service provider.

3.21 Resolution of Disputes

3.21.1 In this regard GSDM's decision will be final and binding on the service provider. In case of dispute, GSDM will refer the matter to Secretary, L&ED and he/she internally can decide the matter himself/herself or refer it to an arbitrator as he/she deems it fit.

3.22 Governing Language

3.22.1 The contract shall be written in English language. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

3.23 Applicable Law

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

3.24 Taxes and Duties

3.24.1 Service providers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted software/ services to GSDM. However, GST in respect of the transaction between GSDM and the service provider shall be payable extra as on actual at the time of invoicing.

3.25 Binding Clause

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

3.26 Manpower Support:

- 3.26.1 The service provider will be bound to supply Support Manpower with good skills relevant qualification and past experience as specified in the Manpower deployment Plan.
- 3.26.2 All salaries and statutory benefits will have to be borne by the service provider & no payments will be made by these offices.
- 3.26.3 In case of absence of any of his employee, the service provider should provide alternative person the next day.
- 3.26.4 The service provider should ensure that the behavior of manpower is decent. The service provider will be held responsible for indecent behavior of manpower, & such employees should be immediately replaced when such matter is reported.
- 3.26.5 All statutory obligations of the service provider towards his employees shall be fulfilled by him and GSDM shall not be responsible for any such obligations.

3.27 GIL/ GSDM, Gandhinagar, reserves the right:-

- 3.27.1 To vary, modify, revise, amend or change any of the terms and conditions mentioned above; or
- 3.27.2 To reject any or all the tender/s without assigning any reason whatsoever thereof or may terminate the tender process midway without assigning any reason.
- 3.27.3 The decision regarding acceptance of tender by GIL/GSDM will be full and final.
- 3.27.4 Conditional tenders shall be summarily rejected.
- 3.27.5 GSDM is free to phase out the work if it feels it necessary.

4. SECTION 4: SPECIAL CONDITIONS OF CONTRACT

G. Timeline for GSDM Project

4.1 Time Limit for GSDM Project

Sr. NO.	Activity/Milestone	Completion Timelines
1	Signing Contract & completion of other formalities (within 15 days from the issuance of Work order)	T (Date of Contract signing by both the parties)
2	Project Initiation	T1 = T + 1 week
3	Submission of SRS, URS and SDD as per the scope of work defined in this RFP for website ,web portal & Mobile app	T2=T+2 Month
4	Design, Development,UAT Completionfor website,web portal & Mobile app	T3=T+6 Month
5	EQDC Testing and Security Audit Completion	T4=T+7 Month
6	Go-Live (Design, Develop, Test , Implement and Train for GSDM portal& Mobile app to Staff)	T4=T+7 Month
7	Annual Application support and Maintenance for 5 years (website, web portal & Mobile app)	5 Years from the date of Go-live
8	Continuous Development - a team of upto 3 developers with minimum 5 years of experience in development of similar application	5 Years from the date of Go-live

Note: In case of urgency and some modules are ready to go-live, then partially go-live can be done as decided by MD, GSDM.

H. Payment terms

4.2 Payment:

4.2.1 Payment for the service shall be made in Indian Rupees as follows:

Sr. NO.	Activity/Milestone	Payment terms
1	Submission of SRS, URS and SDD as per the scope of work defined in this RFP for website ,web portal & Mobile app	10% Financial Bid Line Item 1
2	UAT Completionfor website ,web portal & Mobile app	20% Financial Bid Line Item 1
3	EQDC Testing and Security Audit Completion	20% Financial Bid Line Item 1
4	Go-Live (Design, Develop, Test , Implement and Train for GSDM portal& Mobile app to	50% Financial Bid Line Item 1

Sr. NO.	Activity/Milestone	Payment terms
	Staff)	
5	<p>License cost of the Software products like OS, Database or any other third-party software required to run the application for 5 years.</p> <p>Licenses should be deployed based on need phase wise. Need has to be cross checked by NIC/GSDM. In case of partial go-live, no. of licenses required initially will be less. The no. of licenses to be increase phase wise as per need.</p>	<p>Financial Bid Line Item 2 30% on delivery of the licenses (to be delivered before 15 days on actual go-live or as may be decided mutually)</p> <p>70% on go-live of the application.</p>
6	<p>ATS/AMC of Software products like OS, Database or any other third party software required to run the application for 5 years</p>	<p>Financial Bid Line Item 3</p> <p>Payment will be released yearly after 6 months of the start of the year.</p> <p>(After the submission of confirmation regarding the renewal of support/subscription.) It will be payable after date of Go live of the project yearly from the date of go-live.</p>
7	<p>Annual Application support and Maintenance for 5 years (website,web portal & Mobile app) including Continuous Development - a team of up to 3 developers as per dept.'s requirement with minimum 5 years of experience in development of similar application</p>	<p>Financial Bid Line Item 4 & 5</p> <p>20% Payment will be released on quarterly basis for each year.</p>

Note:

- I. In case of partial go-live, pro-rata cost of the module as decided by GSDM can be paid for milestone 2, 3 and 4 above.
- II. SI needs to integrate software with SMS, email and payment gateway facility provided by GSDM. Charges incurred on sending SMS or payments made by payment gateway shall be borne by GSDM.

I. Service Level agreement (SLA) & Penalty clause

4.3 Service Level Agreement&Penalty Clause

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the SP to GSDM for

the duration of the contract for providing applications, Training, Maintenance and Warranty support against the stated scope of work. GSDM shall regularly review the performance of the services being provided by the SP and the effectiveness of this SLA.

4.3.1 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 GSDM specified services that may lead to disruption in normal operations of GSDM services.
- “Response Time” shall mean the time taken after the incident has been reported at the concerned reporting center in resolving (diagnosing, troubleshooting and fixing) or escalating to (the second level, getting the confirmatory details about the same and conveying the same to the end user), the services related troubles during the first level escalation.
- The resolution time: the resolution time is the time taken for resolution of the problem and this includes provisioning of the work around to immediately recover the situation. The resolution time shall vary based on the severity of the incident reported.

4.3.2 Categories of SLAs

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

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

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

4.3.3 Implementation related penalty of service levels

4.3.3.1 Implementation related penalty for Application software

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

Milestone	Target	Severity	Penalty
Submission of	As per	Critical	A Penalty of 1% of

SRS, URS and SDD	delivery Schedule		contract value of respective milestone of Software Application per week delay subject to maximum 10%. Beyond delay of 10 weeks, GSDM may terminate the contract.
Completion of Development	As per delivery Schedule	Critical	
UAT	As per delivery Schedule	Critical	
Training and Go-Live	As per delivery Schedule	Critical	

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 GSDM. If delay exceeds maximum delay weeks at the particular milestone, GSDM 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.

4.3.4 Operational Related Penalty

4.3.4.1 For Software Uptime

Sl. No	Measurement	Target	Penalty
1	Application Availability 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.	>= 99.7%	INR 1,00,000 for every 10 hours of downtime at a stretch or in parts cumulatively adding to 10 hrs. on a quarterly basis. And INR 80,000 for every subsequent hour of downtime at a stretch or in parts adding upto an hour for total down time less or more than 10 hours on a quarterly basis.

The system administration activities such as patch upgradation; technical update/upgrade may not be included in downtime. Bidders has to take prior approval from department for planned downtime.

4.3.4.2 User Interface

SLA Measure	Severity 1	Severity 2	Severity 3	Severity 4	Flat Penalty Rs.
Month of March					
Response Time	15 Min	30 Min	45 Min	1 hr	
Resolution Time	< 30 Min	< 1 Hrs	<1 Hrs	<2 Hrs	NIL
	>0.5 hrs & < 1Hrs	>1Hrs & < 2 Hrs	>1 & <2 Hrs	>2 Hrs & < 3Hrs	10000 Per Hrs
	Above 1 Hrs or part thereof	Above 2 Hrs	Above 2 Hrs	Above 3 Hrs	20000 Per Hrs
(In Other Month)					
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	5000 Per Hrs
	Above 2 Hrs or part thereof	Above 3 Hrs	Above 4 Hrs	Above 8 Hrs	10000 Per Hrs

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. users are unable to log-in, Vendors are unable to register, Citizen are unable to access the Receipt Management portal, etc.

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: authority are not able to issue the certificate or action as may need to take;

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

- I. Penalty calculations shall be calculated on accumulated non-compliance for all of the above SLAs.
- II. Total Time shall be measured on 24*7 basis.
- III. Any planned downtime for maintenance shall be with prior written permission from GSDM and must be intimated to all users.
- IV. Delay which is not attributable to SP, will not be considered.

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:

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

The Overall penalty cap during the contract period shall be capped at 10% of quarterly invoice value. However if such value of 10% is reached for any three consecutive months during the contract period, then the Gujarat Skill Development Mission will have the right to terminate the contract.

4.3.5 Development/Change during O & M Period

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

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

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

4.3.7 Operational Related Penalty for Continuous development Support

SLA Measure	Target	Flat Penalty Rs.
Absence of Manpower and not made alternate arrangement	> 1 Day	Per day penalty will be Monthly rate of manpower quoted divided by no. of

		working days in the calendar of Govt. of Gujarat for that month (X).
Not recruited/deployed manpower	> 7 days to < 15 days	2 * (X)
	> 15 days	2.5 * (X)

4.3.7.1 User Interface (*Response Time will be measure from DC to DC Client PC.)

Event	Maximum Acceptable Response Time	Penalty
1. Indicators, completing ordinary user commands (e.g. closing a window), completing background tasks (e.g. reformatting a table) i.e. Application fine-tune	500 ms second	Gujarat Skill Development Mission may randomly check the response time of the application for about 10 days/month. If in more than 10% cases response time is measured more than response time mentioned in query no 3, than penalty of 0.1% of quarterly payment made to bidder will be deducted and subsequent every 5% cases of such increase, penalty will increase by 0.1%. Maximum penalty cap will be as define in revised RFP.
2. Displaying a graph or anything else a typical user would expect to take time (e.g. displaying a new list of all a company's personnel, transactions for an specified period)	1 second	
3. Accepting, processing and rendering output of a multiple variable MIS & DSS system – 4 variable task	3 seconds	

5. SECTION 5: SCOPE OF WORK

J. Background

GUJARAT SKILL DEVELOPMENT MISSION (GSDM) is a body headed by the Hon'ble Chief Minister engaged in value addition and streamlining skill development activities in the state. The objective of mission is to create an overarching integrated framework for actions pertaining to skill development and to act as an apex body for monitoring, co-ordination and convergence related to skill development activities in Gujarat. Currently, GSDM is working as State PIA for PMKVY 2.0 scheme launched by Central Ministry and is going to add another new projects in near future. Currently, GSDM is having 50 employees, which may increase in future.

GSDM IT Road Map

The IT Vision of GSDM is to build web portal with robust and secure IT Infrastructure, which is flexible in meeting objectives of GSDM. The GSDM is looking for a full-fledged web based comprehensive system, which will cater the needs of all the stakeholders. The system will manage overall integrated, robust and secure for all schemes implementing by GSDM and cater administrative processes of Mission. The system shall be well equipped and/or should have provision for integration, Online Payment Gateway, Automated SMS/Email broadcast, Bio-metric, user friendly, mobile compatible and should be easy to access real time and secure information for all users at all levels for better decision making. System should also improve efficiency, consistency and enhance transparency of various processes.

National Skill Development Corporation (NSDC):

NSDC set up by Ministry of Finance as Public Private Partnership (PPP) Model to acts as a catalyst in skill development & upgrade skills to international standards. Link: www.nsdcindia.org

Skill Management and Accreditation of Training Centres (SMART)

National Skill Development Corporation (NSDC) has already developed a portal called SMART (<http://smart.nsdcindia.org>) for all the National Skill Qualification Framework (NSQF) complaint schemes. SMART provides a single window IT application that focuses on the Accreditation, Affiliation and Continuous Monitoring of the TC in the Skill Ecosystem and intends to address the important issues like evaluating skill providers in an objective manner, fostering excellence in TCs, enabling trainees to make informed choices with regard to TCs etc. SMART aims at convergence of efforts of all the stakeholders in the skill ecosystem in providing the standardized infrastructure. Accreditation and Affiliation through SMART covers various Central and State Government Schemes, Private initiatives, CSR etc. thus making it a scheme agnostic platform. GSDM has planned to design and develop the similar nature IT platform for all the Gujarat based NSQF / Non-NSQF aligned schemes. This GSDM

Web portal (Responsive design for all Desktop/Mobile/Tablet) will be used for various schemes under **GUJARAT SKILL DEVELOPMENT MISSION**.

National Skills Qualifications Framework (NSQF):

The National Skills Qualification Framework (NSQF) organizes qualifications according to a series of levels of knowledge, skills and aptitude. These levels are defined in terms of learning outcomes which the learner must possess regardless of whether they were acquired through formal, non-formal or informal learning. In that sense, the NSQF is a quality assurance framework.

K. Scope of Work

1. Design and Develop GSDM's responsive website and portal (for Desktop/ Mobile/ tablet browsers)
2. Android & iOS based mobile app for Dashboard, Center photograph upload, inspection & monitoring of different schemes
3. Bespoke development is preferable on open source technology.
4. GSDM Website, Web Portal and Mobile App operation & Maintenance support for 5 years after go live
5. Continuous development to new features and modules for the website, Web Portal and Mobile app as directed by GSDM.

5.1 Design and Develop responsive website and portal for monitoring of all schemes (Desktop/ Mobile/ tablet browsers)

5.1.1 Website

The **Website** should contain basic information and dynamic interactive pages, which should broadly include following points but not limited to:

- I. Home
- II. About us
- III. Vision
- IV. Mission
- V. Schemes
- VI. Candidate Corner
 - a. Candidate registration for training with edit/ update facility
 - b. Scheme-wise TC & course list
- VII. Latest News / Flash News
- VIII. Information about News and events
- IX. Photo Gallery / Video Gallery
- X. Search
- XI. Sitemap
- XII. GSDM circulars, notifications, Events, Calendar, useful links etc
- XIII. Social Media pages like Facebook, Twitter and Instagram etc.
- XIV. Contact us
- XV. Skill Competition
 - a. Candidate registration
 - b. Jury registration

5.1.2 **Web portal**

✓ **Stakeholders of portal**

- GSDM Admin & employees
- Candidate
- Inspection Agency & Inspectors (GSDM/ Third Party)
- Training Provider (TP)
- Training Centre (TC)
- Assessment Agency (GCVT/ SSC) & Assessors

✓ **Features and services offered by portal would be-**

- Single portal interface across GSDM and extendable to skilling department schemes.
- Transparent, Time bound delivery and IT enabled paperless web based system for accreditation, affiliation of TCs, Candidate's registration, Candidate training batches, assessment, certification & placement etc.
- GCVT/ SSC guided standardized Infrastructure specifications (classroom, lab, equipment, trainer, trainee qualification & experience(GCVT/ SSC guided standardized Infrastructure specifications include no of classrooms with area, no of lab with area, no of equipment's, trainee & trainer's qualification & experience required in accordance with job role for training. These are used for grading of training center & to determine no. of trainees to be trained in one batch of training center.)
- Mobile App based TC CAAF submission, Inspection & Continuous Monitoring
- Dashboards & MIS for various stakeholders such as Inspection Agency, Assessment agency (SSC/ GCVT), GSDM
- Online fee submission like Accreditation & Affiliation, Candidate registration, assessment, payment to TP/ TC, Stipend to candidate whenever applicable.
- Physical Inspection of each TC based on CAAF
- Automated SMS/Email broadcast.
- Aadhaar Authentication.

Below listed configurable requirements are essential for National Skill Qualification Framework (NSQF) aligned/ non-aligned different skilling schemes. The system shall be well equipped and/or should have provision to integrate with modern technologies such as Cloud computing, Online Payment Gateway, Automated SMS/Email broadcast and Aadhaar Bio-metric integration. The system should be robust, secure, scalable, expandable, user friendly, mobile enabled, cloud base and should be easy to access information for all users at all levels for better information and decision making.

The following modules are envisaged to be developed in the system.

- I. Training Provider/ Training Centre (TP/ TC)

- II. Candidate
- III. Admin
- IV. Inspection Agency & Inspector
- V. Assessment Agency & Assessor
- VI. Payment
- VII. Account & Finance
- VIII. HR and Payroll
- IX. Dashboard
- X. Data Integration
- XI. Mobile Application

The system should be designed in such a way that any new scheme can be created based on the rules (Centre Accreditation and Affiliation) defined in the system. At the time of project go-live, KVK, iKVK and PMKVY schemes should be successfully implemented as per scope of work mentioned below.

I. Training Provider/ Training Centre (TP/ TC):

- a. Organizations/ Industry/ Company/ Trust/ NGOs/ Others can register themselves as TP/ TC).
- b. TP can affiliate &accrediate their TC(s) in accordance with job role/ course and can view the registrationstatus after which apply for physical inspection.
- c. The submission of centre registration fee in the GSDM's bank account(s) through an online Payment Gateway using either a Credit card / Debit card / Net Banking facility at different stages and wherever applicable.
- d. Candidate registration fees in the GSDM's bank account(s)/ treasury of GoG through an online Payment Gateway using either a Credit card / Debit card / Net Banking facility.
- e. TC(s) should view their Centre's Grade which shall be automatically calculated as per the Grading metrics algorithm fed into the IT Application which is configurable.
- f. TP/TC can download their centre's physical inspection report done by Inspection agency or inspector.
- g. TP can request for allocation of trainee (target) based on physical inspection report.
- h. TP/ TC can generate login credentials only for those candidates who are shortlisted as per scheme-wise eligibility criteria and ready to start training at selected centre.
- i. Candidate enrolment & dropout, trainer registration (with Aadhaar authentication) & batch creation by considering batch size/duration/ timing as per scheme specification.
- j. Candidate fee will be through an online Payment Gateway using either a Credit card / Debit card / Net Banking facility at different stages and wherever applicable.
- k. Raise batch-wise invoice in accordance with pay-out milestone of different schemes.

- I. Notifications & alerts
- m. Password recovery
- n. Candidate placement entry

Note: Please refer: http://smart.nsdcindia.org/knowledge_bank.aspx for Guideline for Accreditation – Affiliation, continuous monitoring of TC and Grading Metrics, Centre Accreditation Application Form (CAAF)

II. Candidate:

Log in credentials should generate only for those candidates who are shortlisted as per scheme-wise eligibility criteria and ready to start training at centre selected by candidate. Candidate login should contain candidate profile & online fees payment through payment gateway.

III. Admin:

- a. Manage TP/ TC marking status as Deemed ready/ not ready
- b. Manage Accreditation – Affiliation for CAAF by marking Deemed ready/ not ready.
 - a. Approval/ rejection of Job Role recommendation
 - b. Generate & view reports for TP/ TC application status.
- c. Manage approval/ rejection of allocated trainee (target) & batch (allocated to TP based on their training centre's inspection report).
- d. Placement Verification
- e. Scheme & batch-wise invoice approval for payment
- f. Notification Module: alerts and notifications related to the module
- g. Excel upload facility for different skilling schemes run by skilling departments
- h. Disbursement of stipend to candidate(s).

IV. Inspection Agency & Inspector (GSDM/ Third Party)

- a. Registration of inspectors
- b. Alignment of Centres for inspection
- c. Inspection scheduling for marking star grading of centre and surprised as a part of continuous monitoring
- d. Verify & generate inspection reports

V. Assessment Agency (GCVT/ SSC) & Assessor:

- a. Assessment Agency profile
- b. Registration module for assessor
- c. Align assessment batch to assessor
- d. Result upload facility in assessor's login
- e. Approval/ rejection facility to assessment agency for the result uploaded by assessor
- f. Generation of certificate

VI. Payment:

- a. Module should be capable for two-way transaction (One to many and many to one; payout to TPs & fees collection from candidates) in accordance with scheme guideline.
- b. TP/ TC and Candidate registration fee & training pay-outs will be through an online Payment Gateway using either a Credit card / Debit card / Net Banking facility at different stages and wherever applicable.
- c. Batch-wise automatic calculation of pay-out according to scheme pay-out milestone.
- d. Reconciliation of all transaction(s) with bank(s).

VII. Account & Finance:

- a. Invoice entry of administrative expenses & approval/ rejection at different stages
- b. Maintain electronic ledger for administrative expenses and schemes

VIII. HR and Payroll:

- a. Generate login credentials, manage employee profile
- b. Leave application & approval
- c. Travel claim & reimbursement
- d. Calculation of salary, tax and generation of salary slip
- e. Capture Aadhaar enable bio-metric attendance
- f. Submit work report

There are 50 employees as of now at GSDM but system should have provision to scale up in case of staff increases in future.

IX. Dashboard for different level monitoring authorities for all modules

- a. It should have analytical dashboard of various skilling schemes considering different parameters like scheme-wise TP / TC, district, taluka, batch, candidate, category, gender, no of enrolled, trained, certified, placed with graphical view.
- b. The entire portal needs to be developed with facility to give access and revoke roles to the different users.
- c. It should also have complete decision support system for the management with multiple report generation capability.
- d. Prepare a Monitoring dashboard and MIS to perform Continuous Monitoring of the accredited Centres. This system shall have capability to generate scorecards for each Centre.
- e. To provide list of Training Centres to be taken up for Scheduled and Surprise Visits based on their Grading and performance, List of Training Centres approaching renewal of Affiliation / Accreditation

- f. Dashboard for different stakeholder with respect to their concerned activities
- g. Any other customized report as required by the Mission

X. Data Integration with existing systems

- I. SMS & e-mail services
- II. Aadhaar vault for Aadhaar authentication
- III. NSDC portal for NSQF aligned scheme through API – all the scheme data needs to be integrate in our portal to view the consolidated data on dashboard and payouts.
- IV. NIC portal for Aadhaar enable bio-metric attendance system
- V. Scheme-wise integration with payment gateway as well with bank for reconciliation
- VI. GCVT portal for sharing assessment & certification data for their record purpose.

XI. Data Migration: The Existing data of KVK and iKVK scheme needs to be migrated in the new developed system. Dataset will be made available in Excel or CSV format to be migrated into new system.

5.2 Android & iOS based mobile app for Dashboard, Center photograph upload, inspection & monitoring of different schemes

5.2.1 Mobile Application for Android and iOS (Native)

I. For Training Centre:

- a. Photograph upload facility with Geo-Tagging of Center Locations and Time-stamping during Centre Accreditation and Affiliation process.
- b. Submission of Self Audit Report as a part of continuous monitoring; with Geo-Tagging of Center Locations and Time-stamping.
- c. Notification Module: alerts and notifications related to the module.

II. Inspection for Centre Star Grading Marking:

- a. Profile page of the Inspectors.
- b. Mobile Application for verifying Centre Accreditation & Affiliation as per Grading Metrics through physical inspection app with Geo-Tagging and Time-stamping photograph upload facility.
- c. Inspector can manage aligned training centre's inspections (allotted, pending & completed, cancel request by inspector etc.)
- d. Centre location linking with Google map.
- e. The information visible in the app for the respective TC will be as per the information filled in the CAAF by TC itself.
- f. Facility to add remarks.
- g. Marking/ flagging indicator for step by step inspection completion
- h. Inspection report generation facility (standard format for e.g. PDF) after verification of information and uploaded photographs.
- i. Notification Module: alerts and notifications related to the module.

III. Inspection for monitoring:

- a. Application will be replica of **Point II** of Mobile Application except **“b”** - marking star grading.

- b. Inspector can add remarks & upload photograph with Geo-Tagging and Time-stamping facility once the training starts at center.

IV. Dashboard facility for different level monitoring authorities

It will have same Dashboard/MIS developed for web portal so that monitoring can be done from mobile devices as well.

5.3 Deliverables:

The following is the list of deliverables in the form of documents to be submitted by the SP in the course of project implementation.

- c. As-Is process Report for all the processes of services.
- d. Business Process Re-engineering report.
- e. To-Be process map based on the BPR report.
- f. Business Requirement Documentation (BRD) stating all key business processes and their relevant integration.
- g. User Requirement Specification documents.
- h. 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.
- i. High Level Software Design document including Software Architecture design, Logical and Physical Database Design etc.
- j. Software Design Document
- k. Test Plans and Test cases (including Unit Test Plan, System/Integration Test Plan)
- l. User Acceptance Test Plan, Security Test Plan, Load & Performance Test Plan.
- m. Integration Plan with other applications
- n. Integration Test cases & results for applications developed
- o. EQDC testing report and Security audit report
- p. Details study report for the requirement of IT Infrastructure based on the application developed.
- q. User manuals in English & Gujarati languages
- r. Installation Manuals
- s. Periodic Status and Review Reports (MIS)
- t. Escalation Mechanism
- u. Exit Management Plan
- v. FAQ for concerned stakeholders
- w. Documentation including code structure and architecture on every six months.
- x. Complete phase wise project plan, giving out micro-level activities with milestones & deadlines.

5.4 GSDM Website, web Portal and Mobile app Operation and Maintenance scope of work

The SP has to provide the operation & maintenance for the period of 5 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 logical/run-time errors in the applications
- Development, Testing and Implementation for Bug-Fixes
- Generate reports on changes made in applications
- Generate reports on change given to support team
- System administration and database management support
- Development of new application release
- Deployment of new application on production servers
- Synchronize the application release in all application servers of GSDM
- Maintaining checklist for the status of deployment on all servers
- Monitoring & Reporting Server/ System performance (Department will provide the server. However, the monitoring has to done by selected bidder. Bidder shall be responsible for server OS installation, management and administration. Back and restoration software for DC will be provided by department.)
- 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 supplied items.
- SP will provide 2 trainers for conducting 25 training sessions regarding the use of web portal and mobile app needs to be provided as and when required by GSDM. GSDM will provide necessary facilities to conduct training.
- The SP shall be responsible to maintain version control and change request by utilizing the necessary tools and giving access to GSDM for monitoring and tracking purpose as and when required.

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 5 years of Operation and Maintenance period. 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.

5.5 Continuous development to for the website, Web Portal and Mobile app scope of work

For Continues development of the GSDM website, web portal and mobile apps for new features and module development as required by GSDM, a team of up to 3 developers with minimum 5 years of experience in development of similar **types of** application needs to be provided as per the requirement of GSDM. Team will be stationed at GSDM office.

5.6 Hosting of the website, web portal and mobile app

Bidder is required to propose the required compute power, storage and other requirement to host the new application considering the 500 concurrent users. The necessary compute infrastructure will be provided by Govt. of Gujarat.

The Govt. of Gujarat will provide the virtualization/cloud environment. Bidder has to provide proposed bill of material as following format in the technical bid.

a. 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), equipment required for running the application at DC. 1 physical core = 2 vCPU

For Development, testing, UAT, Bidder will use their own development & testing environment to run the applications. GSDC will provide only Production hosting environment at the time of go-Live once UAT and security audit completes.

6. SECTION 6: TECHNICAL EVALUATION METHODOLOGY

A Three stages procedure will be adopted in evaluating the bids:

(i) An Eligibility/Pre-qualification evaluation:

The eligibility evaluation will be carried out based on the criteria mentioned in the tender document. All those bidders who matches all the eligibility criteria will be called for the presentation Evaluation.

(ii) Technical Evaluation:

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

Technical Evaluation		
Sr. No	Evaluation Criteria	Maximum Marks
Bidders Existence		
1	The bidder should have a registered office in India and should have been in existence for last Five (5) years	5
	1. 5 – 7 Years = 3 Points	
	2. More than 7 Years = 5 Points	
Turnover		
2	Average Annual Turnover(Software Development/ Software Customization & Implementation only) for last 3 years:	10
	More than INR 15 Cr. And Less than INR 25 Cr. – 5 points	
	More than INR 25 Cr.– 10 points	
	(Bidders are required to submit audited Turnover Statements for last3 years.)	
Past Experience		
3	Experience of doing such projects with other SDMs, NSDC, Skill Development Portal of Gol Departments	15
	- 1 project = 5 points	
	- 2 Projects = 10 Points	
	- 3 or more Projects = 15 Points	
4	Experience of doing such projects for government departments (Other than mentioned in Sr. No. 3)	15
	- 1 project = 5 points	
	- 2 Projects = 10 Points	
	- 3 or more Projects = 15 Points	
7	Presentation/demonstration evaluation	25
Total Marks		70

The bidder shall be required to get at least 60% marks out of 70 marks to qualify for next stage i.e. opening of the financial bids.

Presentation/demonstration evaluation criteria:

Sr. No.	Parameters	Marks
1	Proposed solution for Web portal and Mobile app as per requirement <ul style="list-style-type: none">• Understanding of the requirements• Clarity on solution offered• Integration Architecture	8
2	Design, Develop and implementation Approach and methodology	8
3	Proposed Team for in all phases Development, O& M and Continuous Development	5
4	Value additions	4
	Total	25

(iii) Financial evaluation

The financial bids of all the bidder who get 60% marks in the Technical evaluation stage will be opened.

(IV) Final Evaluation:

The bids will be evaluated on a **Quality and Cost Based Selection [QCBS]** basis. The proposals will be ranked according to their combined technical and financial scores using weights

Proposals will be ranked according to their combined technical and financial scores using the weights (**T=0.60** the weight given to the Technical bid and **P=0.40**, the weight given to the Financial Proposal. The final evaluation will be based on Final Score which shall be calculated as shown below:

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

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.

7. SECTION 7: FINANCIAL BID

#	Particular	Total Cost (Rs.)
1	Design, Develop, Test , Implement and Train for Website, Web portal, Android& iOS app for GSDM – Part 1	
2	License cost of the Software products like OS, Database or any other third-party software required to run the application for 5 years – Part 2	
3	ATS/AMC of Software products like OS, Database or any other third party software required to run the application for 5 years – Part 3	
4	Application Operation and Maintenance support for 5 years (website, web portal & Mobile app) – Part 4	
5	Total cost of Continuous Development Team for five years (3 resources for five years) – Part 5	
Grand Total (Item no. 1+2+3+4+5) (Rs.)		

Note:

- All taxes are extra as applicable at the time of invoicing.
- The grand total of item no. 1 to 5 will be considered for final evaluation.
- The cost of the above parts should be matched with the breakup of component mentioned in Part.

Part 1- Design, Develop, Test, Implement and Train for Website, Web portal, Android & iOS app for GSDM

Sr. no.	Item Description Original	Total Man month effort	Rate per Man-month	Total amount (Rs.)
	A	B	C	D
1	Design, Develop, Test, Implement and Train for Website, Web portal, Android& iOS app			
Total Amount(Rs.)				

Team will be stationed at GSDM office. Office Space, Sitting Space, required Furniture, Electricity will be provided by the department to the deployed resources.

Rest anything required during the project shall be provided by the bidder.

Part 2- License cost of the Software products like OS, Database or any other third-party software required to run the application for 5 years

Sr. no.	Particular	Cost (Rs.)
	A	B
1.		
2.		
3.		
..		
..		
Total Amount(Rs.)		

Part 3- ATS/AMC of Software products like OS, Database or any other third party software required to run the application for 5 years

Sr. no.	Particular	Unit Rate	No. of Unit	Yearly Cost (Rs.)				
				Y1	Y2	Y3	Y4	Y5
	A	B	C	D	E	F	G	H
i								
ii								
iii								
iv								
v								
..								
Total Amount(Rs.)								

Part 4- Application Operation and Maintenance support for 5 years (web portal & Mobile app)

Sr. no.	Particular	Yearly cost (Rs.)				
		Y1	Y2	Y3	Y4	Y5
	B	C	D	E	F	G
I.						
II.						
III.						
IV.						
V.						
..						
Total Amount(Rs.)						

Bidder will submit manpower cost like project manager, developers for the O&M period. Team will be stationed at GSDM office. Office Space, Sitting Space, required Furniture, Electricity will be provided by the department to the deployed resources.

Rest anything required during the project shall be provided by the bidder.

Part 5 - Total cost of Continuous Development Team for five years (3 resources for 5 years)

#	Particular	Total Months	Per month Rate (Rs.)	Total Cost (Rs.)
	Continuous Development Team	(A)	(B)	(C= A*B)
	3 Software Developers with minimum 5 years of experience in development of similar web & Mobile application development (3X12X5)	180		
Total Amount(Rs.)				

Team will be stationed at GSDM office. Office Space, Sitting Space, required Furniture, Electricity will be provided by the department to the deployed resources.

Rest anything required during the project shall be provided by the bidder.

8. SECTION 8: BID FORM

Date:

Tender No:

To,
DGM (App)

Dear Sir,

Having examined the Bidding Documents including Addenda Nos. _____ (insert numbers, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to render "Selection of Service Provider for Design, Develop and Implementation of Website, Web portal & Mobile app for Gujarat Skill Development Mission (GSDM)" in conformity with the said bidding documents for the same as per the technical and financial bid and such other sums as may be ascertained in accordance with the Financial Bid attached herewith and made part of this bid. We have not placed any condition for the bid on our part and agree to bind ourselves to the terms and conditions of this tender unconditionally. Any conditions placed by us elsewhere in the present bid are hereby withdrawn unconditionally.

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

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

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 _____ 2019

Signature

(in the capacity of)

Duly authorized to sign Bid for and on behalf of _____.

9. SECTION 10: FORMAT OF EARNEST MONEY DEPOSIT IN FORM OF BANK GUARANTEE

Ref:

Bank Guarantee No.

Date:

To,
DGM (Tech)
Gujarat Informatics Limited
8th Floor, Block -1, UdyogBhavan,
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 RFP for "Selection of Service Provider for Design, Develop and Implementation of Website, Web portal & Mobile app for Gujarat Skill Development Mission (GSDM)" KNOW ALL MEN by these presents that WE ----- having our registered office at ----- (hereinafter called "the Bank") are bound unto the _____, Gujarat Informatics Limited in the sum of ----- for which payment well and truly to be made to Gujarat Informatics Limited , the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this ---- day of -----2016.

THE CONDITIONS of this obligation are:

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

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

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

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

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

Dated at _____ on this _____ day of _____ 2017.

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/10/2015/508/DMO dated 27.04.2016 issued by Finance Department or further instruction issued by Finance department time to time.

10. SECTION 11: PERFORMANCE BANK GUARANTEE

To: _____

WHEREAS _____
(Name of Service provider) hereinafter called "service provider" has undertaken, in pursuance of Contract No. _____ dated _____ to render services for _____ hereinafter called "The Contract". AND WHEREAS it has been stipulated by you in the said Contract that the SP shall furnish you with a Bank Guarantee by any Nationalized Bank including the public sector bank or Private Sector Banks authorized by RBI or Commercial Bank or Regional Rural Banks of Gujarat or Co-Operative Bank of Gujarat (operating in India having branch at Ahmedabad/ Gandhinagar) for the sum specified therein as security for compliance with the Supplier / SP's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier / SP a Guarantee:

WE, THEREFORE, hereby affirm that we are Guarantors and responsible to you, on behalf of the SP, up to a total of _____ (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the SP to be in default under the Contract and without cavil or arguments, any sum or sums within the limit of _____ (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand of the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____

Signature and Seal of Guarantors

Date _____
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/10/2015/508/DMO dated 27.04.2016 issued by Finance Department or further instruction issued by Finance department time to time.

11. SECTION 12: SELF DECLARATION

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

AFFIDAVIT

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

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

All General Instructions, General Terms and Conditions, as well as Special Terms & Conditions laid down on all the pages of the Tender Form, have been read carefully and understood properly by me which are completely acceptable to me and I agree to abide by the same.

I | We have submitted following Certificates | Documents for T.E. as required as per General Terms & Conditions as well as Special Terms & Conditions of the tender

Sr. No.	Name of the Document
1	
2	

All the Certificates | Permissions | Documents | Permits | Affidavits are valid and current as on date and have not been withdrawn | cancelled by the issuing authority.

It is clearly and distinctly understood by me that the tender is liable to be rejected if on scrutiny at any time, any of the required Certificates | Permissions | Documents | Permits | Affidavits is | are found to be invalid | wrong | incorrect | misleading | fabricated | expired or having any defect.

I | We further undertake to produce on demand the original Certificate | Permission | Documents | Permits for verification at any stage during the processing of the tender as well as at any time asked to produce.

I | We also understand that failure to produce the documents in "Prescribed Proforma" (wherever applicable) as well as failure to give requisite information in the prescribed Proforma may result in to rejection of the tender.

My I Our firm has not been banned I debarred I black listed at least for three years (excluding the current financial year) by any Government Department I State Government I Government of India I Board I Corporation I Government Financial Institution in context to purchase procedure through tender.

I I We confirm that I I We have meticulously filled in, checked and verified the enclosed documents I certificates I permissions I permits I affidavits I information etc. from every aspect and the same are enclosed in order (i.e. in chronology) in which they are supposed to be enclosed. Page numbers are given on each submitted document. Important information in each document is "highlighted" with the help of "marker pen" as required.

The above certificates/ documents are enclosed separately and not on the Proforma printed from tender document.

I I We say and submit that the Permanent Account Number (PAN) given by the Income Tax Department is _____, which is issued on the name of _____ [Kindly mention here either name of the Proprietor (in case of Proprietor Firm) or name of the tendering firm;1, whichever is applicable].

I I We understand that giving wrong information on oath amounts to forgery and perjury, and I/We am/are aware of the consequences thereof, In case any information provided by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD/PBG/cancel the award of contract. In this event, this office reserves the right to take legal action on me/us.

I / We have physically signed &stamped all the above documents along with copy of tender documents (page no. ---- to --).

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

My I Our Company has not filed any Writ Petition, Court matter and there is no court matter filed by State Government and its Board Corporation, is pending against our company .

I / We hereby commit that we have paid all outstanding amounts of duesltaxeslcesslchargeslfees with interest and penalty.

In case of breach of any tender terms and conditions or deviation from bid specification other than already specified as mentioned above, the decision of Tender Committee for disqualification will be accepted by us.

Whatever stated above is true and correct to the best of my knowledge and belief.

Date: Stamp & Sign of the Tenderer

Place:
the Notary)

(Signature and seal of

12. SECTION 13: Particulars of the Bidder's Organization

S.No.	Particulars	Details
Basic information of Organization		
I.	Name of firm	
II.	Address of the corporate headquarters with Name, Address, telephone no., contact person, mobile no., email ID	
III.	Date of incorporation	
IV.	PAN/TAN/Service Tax Details	
V.	List of current directors	
VI.	Other key management persons	
VII.	Key contact person/s for this project along with designation and contact details (Mobile no., email ID etc)	

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

(Authorized Signatory)

Name: _____

Designation & Authority: _____

Place: _____

Date: _____

Stamp: _____

Company Name: _____

Business Address: _____

Note: - Kindly attach necessary supporting documents

13. SECTION 14: Format for Financial Capability

Financial Information			
	FY 1	FY 2	FY 3
Total Turnover (in INR Crores)			
Turnover from IT related services (in INR Crores)			
Turnover from Software Consultancy, development and implementation (in INR Crores)			
Profit after tax (in INR Crores)			
Net worth (in INR Crores)			
Other relevant information			

Note: Please attach relevant sections of the documentary proofs

14. SECTION 15: Format for Relevant Experience

Assignmentname:	Approx.valueofthecontract:
Country: LocationwithinCountry:	Durationofassignment(months):
NameofClient:	TotalNoofstaff- monthsoftheassignment:
Address:	Approx. value of the services provided underthecontract(inCurrentINR):
StartDate(Month/Year):Com pletionDate(Month/Year):	Numberof Man- MonthsofProfessionalStaffProvidedby AssociatedConsultants:
ProjectCompletionCertificates:	Licensing/UserBase/GeographicalSpre ad:
AcceptancefromConcernedOfficers:	Nameofseniorprofessionalstaff of yourfirmProjectManager:
NarrativeDescriptionofProject:	
Description of Actual Services Provided by SI/Vendor:	

Note:Pleaseattachrelevantdocumentaryproofs

15. SECTION 16: Proposed Project Team

The entire team of the project proposed by bidder will be at onsite/Client location/GSDM office.

Using the format below, please provide the summary information on the profiles you propose to include for evaluation and the roles they are expected to play in the project:

Sl. No.	Proposed Role	Number of Resources	Area of Expertise	Key Responsibilities

CV for Professional Staff Proposed

Please provide detailed professional profiles of the staff proposed for evaluation. The profile for a single staff member must not exceed two pages.

Sr. No.	Description	Details
1	Name	
2	Designation	
3	Role proposed for	
4	Current responsibilities in the responding firm	
5	Total years of relevant experience	
6	Years of experience with the responding firm	
7	Educational qualifications:	
	Degree	
	Academic institution graduated from	
	Year of graduation	
	Specialization (if any)	
8	Professional certifications (if any)	
9	Professional Experience details (project-wise):	
	Project name	
	Client	
	Key project features in brief	
	Location of the project	
	Designation	
	Role	
	Responsibilities and activities	
	Duration of the project	

16. SECTION 17: Original Equipment Manufacturer Form for OS and Database and other readymade software support required to run the new application

No. _____ dated _____

To

Ref: Tender No. _____

Dear Sir,

We _____ who are established and reputed developers / manufacturers of _____ having development center / factories at _____ (*address of development center / factory*) do hereby authorize M/s. _____ (*Name and address of Agent*) to submit a bid, and sign the contract with you against the above IFB.

We hereby extend our full guarantee, warranty, support and maintenances Clause of the General Conditions of Contract for the product and services offered by the us against this tender.

We hereby extend our full guarantee and warranty for the complete project duration, with respect to the Goods/services offered by the above firm in reply to this Invitation for Bids. We also confirm that the Goods/Services supplied as a part of the RFP shall not be End of Sale / Life / Support for the entire contract period. Also the Goods / Services supplied as a part of RFP shall be supported for the entire contract period. The products offered by us are of equivalent or higher specifications as mentioned in the RFP.

Yours faithfully,

(Name)

(Name of manufacturers)

Note: This letter of authority should be on letter head signed by a person competent and having the power of attorney to bind the OEM.