

Commissionerate of Women and Child Development
(Government of Gujarat)

Tender Document
For
Selection of Service Provider
For
Design, Development/Customization, Testing,
Implementation and Operation &
Maintenance of
Integrated Enterprise System

Tender No.: - SW06082019182

Bid Processing Fees: Rs. 17,700/- (Including G.S.T.) (Non Refundable)
Bid Security/EMD: Rs. 10,000,000/- (Refundable)



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

Last date of receipt of pre-bid queries: 19.08.2019 upto 1500 hrs
Date of Pre-Bid Meeting: 19.08.2019 at 1500 hrs
Last date of Submission of Bid: 28.08.2019 upto 1500 hrs
Opening of Technical Bid: 28.08.2019 1600 hrs

Abbreviations

- **GoG:** Government of Gujarat
- **WCD:** Women and Child Development Department
- **CWCD:** Commissionerate of Women and Child Development (CWCD)
- **GIL:** Gujarat Informatics Limited
- **SP:** Service Provider
- **ICDS:** Integrated Child Development Services
- **AWC:** Anganwadi Center
- **AWW:** Anganwadi Worker
- **AWH:** Anganwadi Helper
- **MS:** Supervisor/Mukhyasevikas
- **CDPO –** Child Development Project Officer
- **DPO –** District Program Officer
- **SNP -** Supplementary Nutrition Programme
- **PSE -** Pre-School Education
- **THR –** Take Home Ration
- **P&LW –** Pregnant and Lactating Women
- **CMMi:** Capability Maturity Model Integration
- **RDD:** Regional Deputy Director
- **SLA:** Service Level Agreement
- **MIS:** Management Information System
- **OEM:** Original Equipment Manufacturer
- **IPR:** Intellectual Property Rights
- **SDC:** State Data Center

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1. SECTION I: INVITATION FOR BIDS (IFB)

- 1.1. Request for Proposal for Selection of Service Provider for Design, Development/Customization, Integration, Testing, Implementation and Operation & Maintenance of Integrated Enterprise System of Commissionerate of Women and Child Development (CWCD), Govt. of Gujarat for the period of 7 years of maintenance.
- 1.2. The scope of service shall include Design, Development/Customization, Integration, Testing, Implementation and Operation & Maintenance of an integrated system for monitoring of the development schemes of the ICDS across the state.
- 1.3. Actual award of contract will follow the conditions as per this document. This document is given for enabling the bidders to know the tender conditions so as to guide them in filling up the technical bid and the quoting rates for Design, Development/Customization, Integration, Testing, Implementation and Operation & Maintenance of integrated Enterprise System and Mobile Application.

Sr. No.	Information	Details
1	Last date for submission of queries for clarifications	19.08.2019 up to 1500 hrs. e-mail ID: nitintatu@gujarat.gov.in dilipk@gujarat.gov.in
2	Date and time for Pre bid conference	19.08.2019 at 1500 hrs.
3	Last date and time for submission of Bid security/EMD, Bid Processing fees and submission of proposals (Technical and commercial) (Online)	28.08.2019 up to 1500 hrs
4	Date and time for opening of technical proposals	28.08.2019 at 1600 hrs.
5	Contact person for queries	DGM (Application)
6	Place for pre-bid Conference & submission of bid proposal	Gujarat Informatics Ltd. Block No. 2, 2 nd Floor, Karmayogi Bhavan, Sector - 10 A, Gandhinagar – 382010
7	Place, date and time for Technical Proposal and opening of financial/commercial proposal	The place, date and time for Technical Proposal and opening of financial/commercial proposal will give to the qualified bidder later on.
8	Bid validity	180 days

- 1.4. All bids must be submitted online on <https://gil.nprocure.com> website
- 1.5. Bidders shall submit Bid processing fees of **Rs. 17,700/- (Including G.S.T.)** in the form of Demand Draft in the name of "Gujarat Informatics Ltd." payable at Gandhinagar along with the covering letter.
- 1.6. Bidders shall submit Bid security/EMD of **Rs. 10,000,000/-** in the form of Demand Draft OR in the form of an unconditional Bank Guarantee (which should be valid for 9 months from the last date of bid submission) of any Nationalized Bank (operating in India having branch at Ahmedabad/

Gandhinagar) in the name of “Gujarat Informatics Ltd.” payable at Gandhinagar as per prescribed format attached in this document (Form 9) and must be submitted along with the covering letter.

- 1.7. **Bidders shall submit the affidavit physically at GIL IN ORIGINAL on Non-Judicial Stamp Paper of Rs 100/- duly attested by First Class Magistrate/ Notary public as per GR No. SPO-10-2008-794-CH dated 7th December, 2016 of IMD. (as per prescribed format given at Form 12)**
- 1.8. The sealed cover should super scribe (heading) as “Bid Processing fees, Bid Security/EMD and Affidavit for the tender for “Selection of Service Provider for Design, Development/Customization, implementation and operation & Maintenance of Integrated Enterprise System of Commissionerate of Women and Child Development (CWCD), Govt. of Gujarat”
- 1.9. Technical Bids will be opened in the presence of Bidders or their representatives who choose to attend on the specified date and time.
- 1.10. In the event of the date specified for receipt and opening of bid being declared as a holiday for GIL office the due date for submission of bids and opening of bids will be the following working day at the appointed times.

2. SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

2.1. Definitions

- 2.1.1. “Applicable Law” means the laws and any other instruments having force of law in India as they may be issued force and in force from time to time.
- 2.1.2. “Proposals” means proposals submitted by bidders in response to the RFP issued by CWCD for Selection of Service Provider (SP).
- 2.1.3. “Tenderer” means GIL/CWCD
- 2.1.4. “Contract Price” means the price payable to the service provider on the panel of CWCD under the Contract for Design, Development/Customization, Integration, testing, implementation and Operation & Maintenance of Integrated Enterprise System and Mobile Application for Commissionerate of Women and Child Development (CWCD), Govt. of Gujarat for the period of 7 years of maintenance.
- 2.1.5. “SP” means Service Provider, any private or public entity, which will provide the services to CWCD under the contract.
- 2.1.6. “Contract” means the Contract signed by the parties along with the entire documentation specified in the RFP.
- 2.1.7. “Day” means working day
- 2.1.8. “Open-Source ERP” means software for which the source code is made freely available and may be redistributed and modified. Bespoke or owned developed solution will not be considered as open source ERP.
- 2.1.9. “Government” means State Government of Gujarat.
- 2.1.10. “Commissionerate of WCD” means Commissionerate of Women and Child Development (CWCD), Govt. of Gujarat, Block No. 20, Dr. Jeevraj Mehta Bhavan, Gandhinagar.
- 2.1.11. “GIL” means Gujarat Informatics Limited, Gujarat Informatics Ltd, Block No. 2, 2nd Floor, Karmayogi Bhavan, Sector - 10 A, Gandhinagar – 382010, Gujarat.
- 2.1.12. “Services” means the work to be performed by the SP pursuant to the selection by CWCD/GIL and to the contract to be signed by the parties in pursuance of any specific assignment awarded to them by CWCD.
- 2.1.13. The “Bid Document” and “Tender Document” are the same
- 2.1.14. “The Contract” means the agreement entered into between CWCD and the service provider, as recorded in the Contract Form Signed by both parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- 2.1.15. “Services” means to Design, Develop, Implement, testing and maintenance of enterprise system and Mobile app covered under the Contract;
- 2.1.16. The “Go-Live” means the enterprise system and Mobile Application are ready in all respect (Design, Development/Customization, testing, Integration & implementation of all modules listed in Scope of work and first used by the citizen/department users).

2.2. Pre-qualification Criteria

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

No	Pre-Qualification Criteria	Documents Required
1.	The Bidder should be registered under Companies	Certificate of Incorporation/Registration. Any

	Act, 1956 or 2013 and must have 5 years of existence in India.	name change of the company must also have a valid name change registration certificate
2.	The Bidder must have average annual turnover of at least Rs. 500 crore for last three financial years (FY 2016-17, 2017-18 & 2018-19) as on 31 st March, 2019 from business of Software/IT product and Support service.	Audited and Certified Balance Sheet & Profit/Loss Account of last 3 Financial Years. CA certificate mentioning turnover of Software/IT products and Support service activities For FY 18-19 in case of non-availability of audited accounts CA certificate confirming the turnover as per the criteria should be enclosed.
3.	The Bidder should have demonstrable experience in designing, development and commissioning of multi-location multi-functional enterprise wide integrated software solutions. The bidder must have completed/ongoing at least 2 Online Transactional Portals having software development/deployment value more than Rs. 5 Cr in each project (Excluding Hardware cost) in the last three years at the time of last date of bid submission	Work Order / Project Contract Document / Agreement / Satisfactory Completion Certificate / FAT Sign off Certificate by the client with details of project value, sites and no. of users / Letter Signed by Authorized Signatory or Company Secretary with details of project value, sites and no. of users" which projects are under Non- Disclosure / Confidentiality Agreement and cannot be shared.
4.	The Bidder should have CMMi level 3 or above certification	Valid Copy of Certificate
5.	OEM Eligibility: Propose Open Source ERP must be necessarily having a community participation and should have more than 300 forks on Github.com OR Purpose COTS ERP OEM must have annual global turnover of Rs. 10,000 Crore.	In Case of Open Source: Affidavit regarding compliance of the eligibility. In Case of COTS OEM: Copy of audited accounts or Turn Over certificate issued by CA
6.	The Bidder should not be under a declaration of ineligibility in last 5 years for corrupt and fraudulent practices and/or black-listed/debarred by any Ministry of Government of India or by any State Government of India or any of the Government PSUs at the time of bidding.	Self-Declaration as attached format Form 11
7.	The Bidder should not have violated / infringement of any Indian or foreign trademark, patent, registered design or other intellectual property rights.	Certificate / affidavit regarding non-violation / infringement of any Indian or foreign trademark, patent, registered design or other intellectual property rights.
8.	The Bidder must have one office in Gujarat. In case, bidders do not have office in Gujarat, bidder should give undertaking to open office in Gujarat within 45 days from the date of work order.	Please attach the copy of any of the following: Property tax bill/Electricity Bill/Telephone Bill/GST Registration /Lease agreement Or Self declaration.

Note: No Consortium will be allowed.

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

2.3. Cost of Bidding

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

2.4. The Bidding Documents

2.4.1. Contents of Bidding Documents

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

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

2.4.2. Pre-Bid Conference/Clarification of Bidding Documents

2.4.2.1 A prospective Bidder requiring any clarification of the bidding documents may seek clarifications of his/her queries submitted on the date indicated under section I of this document. GIL/CWCD will respond to any request for the clarification of any bidding documents, which receives before date mentioned for submission of queries. The queries should necessarily be submitted in the following format:

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

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

2.4.3. Amendment of Bidding Documents

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

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

2.5. PREPARATION OF BIDS

2.5.1. Language of Bid

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

2.5.2. Documents Comprising the Bid

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

2.5.2.2 The bid documents and addendums (if any) together shall be considered as final and self-contained bid documents notwithstanding any previous correspondence or document issued by GIL

2.5.3. Bid Form

2.5.3.1 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>.

2.5.4. Bid Prices

2.5.4.1 The Bidder shall indicate the prices in the format mentioned in Financial Bid.

2.5.4.2 Following points need to be considered while indicating prices:

2.5.4.2.1 The prices quoted should also include, inland transportation, insurance and other local costs incidental to delivery of the goods and services to their final destination within the state of Gujarat

2.5.4.2.2 The rates of GST which will be payable by the tenderer on the goods(if any) if this contract is awarded, should be quoted separately;

2.5.4.2.3 Invoicing shall be from Gujarat only

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

2.5.4.3.1 The prices quoted shall be inclusive of the licensed software required for actual running of applications developed (i.e. Operating System, databases and any other software required till the tenure of contract).

2.5.4.3.2 Tenderer shall procure or provide the hosting environment at the central side in the premises of Gujarat State Data Center, Gandhinagar.

2.5.4.3.3 The SP will provide and develop enterprise system to run on environment mentioned in Scope of Work.

2.5.4.3.4 The price quoted shall be inclusive of development of software and operation & maintenance support for the period of contract with required number of copies of the licensed version used/proposed for the purpose. This shall also include the cost of integration with applicable modules of integrated solutions.

2.5.4.3.5 Bidder is expected to fill the rates/amount for all items in Financial Bid format. However, in case, the bidders choose to quote zero, nil or amount or blank, it will be his risk and the same shall in no way restrict the quote zero, nil amount or blank, it will be his risk and the same shall in no way restrict the tenderer in issuing the work order to the successful bidder and responsibility of completing the scope of the work in quoted price is upon successful bidder only. Any rate quote field kept blank would imply that bidder is quoting zero prices for that item.

2.5.5. Bid Currency

2.5.5.1 Prices shall be quoted in Indian Rupees only.

2.5.6. Bid Security/Earnest Money Deposit

2.5.6.1 Bid security/ Earnest Money Deposit **Rs. 10,000,000/-** (Rupees only) in the form of **Demand Draft OR** in the form of an **unconditional Bank Guarantee (which should be valid for 9 months from the last date of bid submission)** of any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no.

EMD/10/2018/18/DMO dated 16.04.2018 issued by Finance Department or further instruction issued by Finance department time to time; in the name of "Gujarat Informatics Ltd." payable at Gandhinagar (as per prescribed format given at as per prescribed format given at Form 9) and must be submitted along with the covering letter.

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

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

2.5.6.4 Unsuccessful bidder's EMD will be discharged / refunded as promptly as possible, but not later than 30 days of signing of the contract with successful bidder.

2.5.6.5 The EARNEST MONEY DEPOSIT shall be forfeited at the discretion of tenderer, on account of one or more of the following reasons if:

2.5.6.5.1 If a Bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Bid Form;

2.5.6.5.2 Bidder does not respond to requests for clarification of their Bid.

2.5.6.5.3 Bidder fails to co-operate in the Bid evaluation process,

2.5.6.5.4 Bidder is found to be involved in fraudulent and corrupt practices

2.5.6.5.5 In case of a successful Bidder, if the Bidder fails to sign the Contract; or to furnish the performance security.

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

2.5.7. Period of Validity Bids

2.5.7.1 Bids shall be valid for 180 days after the date of bid opening prescribed by GIL. A Bid valid for a shorter period shall be rejected by GIL as non-responsive.

2.5.7.2 In exceptional circumstances, GIL may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security period shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be permitted to modify its bid.

2.5.7.3 Bid evaluation will be based on the bid prices and technical bid without taking into consideration the above corrections.

2.5.8. Format and Signing of Bid

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

2.5.8.2 Before filling in any of the details asked for bidders should go through the entire bid document and get the required clarifications from GIL during the pre-Bid conference.

2.6. SUBMISSION OF BIDS

2.6.1. Sealing and Marking of Bids

2.6.1.1 All bids must be submitted online through <https://gil.nprocure.com> as per the formats mentioned therein using digital signatures.

2.6.1.2 Telex, cable, e-mailed or facsimile bids will be rejected.

2.6.2. Deadline for Submission of Bids

- 2.6.2.1 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.
- 2.6.2.2 GIL may, at its discretion, extend this deadline for submission of bids by amending the bid documents.

2.6.3. Late Bids

- 2.6.3.1 Late bids will not be accepted.

2.6.4. Modification and Withdrawal of Bids

- 2.6.4.1 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>.
- 2.6.4.2 No bid may be modified subsequent to the deadline for submission of bids.
- 2.6.4.3 No bid may be withdrawal in the interval between the deadline for submission of bids and the expiration of the period of the bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.

2.7. BID OPENING AND EVALUATION OF BIDS

2.7.1. Opening of Bids by GIL

- 2.7.1.1 GIL will open all qualified bids (only Technical Bids at the first instance), in the presence of Bidder or his representative who choose to attend, and at the following address :
**Gujarat Informatics Ltd, Block No. 2, 2nd Floor, Karmayogi Bhavan,
Sector - 10 A, Gandhinagar – 382010, Gujarat.**
- 2.7.1.2 The Bidder's representative who is present shall sign an attendance register evidencing their attendance. In the event of the specified date of Bid opening being declared holiday for GIL office, the Bid shall be opened at the appointed time and location on the next working day.
- 2.7.1.3 The Bidder's names, bid modifications or withdrawal, bid prices, discounts, and the presence or the absence of requisite bid security and such other details, as GIL, at its discretion, may consider appropriate, will be announced at the time of opening.
- 2.7.1.4 Bids that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances.
- 2.7.1.5 Financial Bids of only those bidders who qualify on the basis of evaluation of technical bid will be opened in the presence of the qualified bidders of their representatives at pre-specified time and date which will be communicated to the qualified bidders in advance.

2.7.2. Clarification of Bids

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

2.7.3. Preliminary Examination

- 2.7.3.1 GIL will examine the bids to determine whether they are complete, whether sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

- 2.7.3.2 Prior to the detailed evaluation, GIL will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which confirms to all the terms and conditions of the bidding documents without material deviation. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security, Applicable law and Taxes and duties will be deemed to be material deviations. GIL determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 2.7.3.3 If a Bid is not substantially responsive, it will be rejected by GIL and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 2.7.3.4 Conditional bids are liable to be rejected.

2.7.4. Methodology & Criteria for Technical, Commercial and Final evaluation

- 2.7.4.1 CWCD/GIL will form an evaluation Committee or it may be done by IT Committee which will evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, CWCD/GIL, may, at its discretion, ask the bidders for clarification of their Technical Proposals.
- 2.7.4.2 The bidders are expected to provide all the required supporting documents & compliances as mentioned in this RFP.
- 2.7.4.3 During the technical evaluation, CWCD/GIL may seek the clarification in writing from the bidder, if required. If bidder fails to submit the required clarifications in due time, the technical evaluation will be done based on the information submitted in the technical bid. The price bid will be opened of the bidders whose technical bids are fully complied. At any point of time, if CWCD/GIL feels that the bidder is hiding any information which will affect the project cost in short or long run, CWCD/GIL may reject his bid without assigning any reason or explanation.
- 2.7.4.4 Price shall be loaded appropriately for the missing component/quantity/tax etc. Price quoted in the financial bid will be final. Bidder is required to fulfill all obligations as required in the bid as per the prices quoted in the financial bid, for the proposed scope of work and bill of material, applicable taxes or missing component(s), if any for which the description is there in technical response but price is not provided in the financial sheet. Price will be appropriately loaded for the missing tax components/missing components that in the understanding of the evaluators is found to be missing from the proposed bill of material except in case where there is a written justification provided in the technical bid response. Basis of loading shall be the highest cost quoted by the bidders.
 Note: - Every page of Technical Compliance Sheet will be signed by Bidder without overwriting. Whenever required the proof for every commitment has to be submitted, Technical brochures should be attached where ever available.
- 2.7.4.5 Bidder will have to give Technical Presentation on the following points as a part of the Technical evaluation.

Sr. No.	Criteria	Marks
1.	• Understanding of scope, Implementation Strategy (Approach & Methodology)	20
2.	• Ease of Customization, Usage and operations	30

	• Methods of Report generation including method of exporting the same	
3.	• Methodology for integration with other application • Technology –Interoperable Platform & compatible to open standards • Data Exchange Facility	30
4.	• Add-on functionality/features proposed over and above the RFP scope of work without any additional cost to the Tenderer	20
Total Marks		100

2.7.4.6 Technical Bid Evaluation

The technical score of a bidder 'Tb' will be assigned to the bidder & it will be awarded based on the Technical Evaluation Criteria as specified above. Tenderer's decision in this regard shall be final & binding and no further discussion will be held with the bidders whose bids are technically disqualified / rejected. Bidders with technical score of 60 and above will qualify for the evaluation in the commercial bids. The total technical scores achieved by the bidders shall be shared with the bidders & under any circumstances the breakup of the technical score shall not be shared with the bidders.

Tb: Absolute Technical Score

Tmax: Maximum Technical Score

Tn: Normalized technical score of the bidder under Consideration

Normalized technical score (Tn) = $Tb/Tmax * 100$

2.7.4.7 Financial Bid evaluation

The Financial bid of technically qualified bidders will be opened. The Financial Bids will be opened, in the presence of Bidders' representatives who choose to attend the Financial Bid opening on date and time to be communicated to all the technically qualified Bidders. The Bidder's representatives who are present shall sign a register evidencing their attendance. The name of bidder & bid prices will be announced at the meeting. The Financial bid of the technically qualified bidders will be evaluated. The financial score of a bidder 'Fb' will be assigned to the bidder. 'Fb' will be the total financial quote made by the bidder

Fn = normalized financial score for the bidder under consideration

Fb = commercial quote for the bidder under consideration

Fmin = commercial quote of the lowest evaluated financial proposal

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

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

2.7.4.8 Final Evaluation of Bid

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

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

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

highest combined technical and financial score, the bidder with the higher normalized technical score will be invited first for negotiations for awarding the contract

2.7.5. Contacting GIL/CWCD

- No Bidder shall contact tenderer on any matter relating to its bid, from the time of the bid opening to the time of contract is awarded. If he wishes to bring additional information to the notice of tenderer, he should do so in writing. Tenderer reserves its right as to whether such additional information should be considered or otherwise
- 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.

2.8. AWARD OF CONTRACT

2.8.1. Award of Contract

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

2.8.2 CWCD/GIL's Right to Accept Any Bid and to reject any or All Bids

CWCD/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.

2.8.3 Notification of Awards

- 2.8.3.1 Prior to the expiration of the period of the bid validity, concerned CWCD will notify the successful bidders in writing, to be confirmed in writing by registered letter, that his bid has been accepted.
- 2.8.3.2 The notification of award will constitute the formation of the Contract.

2.8.4 Signing of Contract

- 2.8.4.1 At the same time as CWCD notifies the successful Bidder that its bid has been accepted, CWCD will send the bidder the Contract Form, incorporating all the agreements between two parties.
- 2.8.4.2 Within 15 days of receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to CWCD.

2.8.5 Performance Security

- 2.8.5.1 The successful Bidder has to furnish a security deposit so as guarantee Bidder performance of the contract
- 2.8.5.2 The Successful bidder has to submit Performance Bank Guarantee @ 10% of total order value within 15 days from the receipt of notification of award. The PBG should be from all Nationalized Bank including the public sector bank or Private Sector Banks authorized by RBI or Commercial Bank or Regional Rural Banks of Gujarat or Co-Operative Bank of Gujarat (operating in India having branch at Ahmedabad/Gandhinagar) as per the G.R. No.

EMD/10/2018/18/DMO dated 16.04.2018 issued by Finance Department or further instruction issued by Finance department time to time (as per attached Form 8).

- 2.8.5.3 The Performance Security shall be in the form of Bank Guarantee valid for 8 years from the date of actual start of operation.
- 2.8.5.4 After completion of 7 years O & M period, contract may be extended for 2 more years depending upon successful completion of the job and performance review. Then the period of PBG should also be extended.
- 2.8.5.5 The proceeds of the performance security shall be payable to CWCD as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
- 2.8.5.6 The Performance Security shall be denominated in Indian Rupees
- 2.8.5.7 Within 15 days of the receipt of notification of award from "tenderer", the successful bidder shall furnish the performance security in accordance with the Conditions of the Contract, in the performance security Form provided in the bidding documents in the Performa prescribed in the Tender.
- 2.8.5.8 The Performance Security will be discharged by tenderer and returned to the Bidder on completion of the bidder's performance obligations under the contract.
- 2.8.5.9 In the event of any contract amendment, the bidder shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period.
- 2.8.5.10 No interest shall be payable on the PBG amount. CWCD may invoke the above bank guarantee for any kind of recoveries, in case; the recoveries from the bidder exceed the amount payable to the bidder.

2.8.6 Interpretation

- 2.8.6.1 In case of any ambiguity in the interpretation of any of the clauses in Bid Document or the Contract Document, Tenderer's interpretation of the clauses shall be final and binding on all parties.
- 2.8.6.2 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 CWCD / GIL
- 2.8.6.3 CWCD/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 III: General Conditions Of Contract

3.1 Governing Language

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.

3.2 Standards

The software supplied under this Contract shall conform to the standards by Government of India/Government of Gujarat.

3.3 Use of Contract Documents and Information

3.3.1 The service provider shall not, without CWCD'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 as far as may be necessary for purposes of such performance.

3.3.2 The service provider shall not, without CWCD's prior written consent, make use of any document or information except for purposes of performing the Contract.

3.3.3 Any document, other than the Contract itself, shall remain the property of CWCD and shall be returned (in all copies) to CWCD on completion of the service provider's performance under the Contract if so required by CWCD.

3.4 Patent Rights, Copyright

3.4.1 The Service Provider shall indemnify CWCD/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.

3.4.2 While passing on the rights (license) of using any software/software tool, the SP shall ensure that such rights are inclusive of the use of that software for development in addition to deployment.

3.4.3 Deliverables created by Bidder specifically for Govt. of Gujarat and identified as such in the relevant Scope of Work, in case of open source ERP, the IPR of the same shall be the Exclusive property of CWCD, the ownership of the entire solution/product and the source code will solely lie with Government of Gujarat.

3.4.4 The software licenses supplied by SP shall be genuine, perpetual and full use. It should provide patches, fixes, updates, upgrades, security updates directly from the OEM at no additional cost to tenderer for the entire period of contract. All the licenses and support should be in the name of CWCD from the date of procurement.

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

3.4.6 For COTS, the full IPR of the customized/developed solution for this project shall rest with the CWCD. Incremental IPR will be created during the Development process which will be since paid for by Govt. of Gujarat; hence such IPR will rest in Government of Gujarat.

3.5 Inspection/Testing

3.5.1 Application

3.5.1.1 CWCD or its representative shall have the right to inspect and/or to test the software or work of the SP to confirm their conformity to the Contract specifications at no extra cost to the CWCD.

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

- Functional Testing
- Stress/Load Testing
- Performance Testing

3.5.2 Application Security Audit:

3.5.2.1 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.

- The SP must submit the test results to CWCD.
- Should any inspected or tested software fail to conform to the specifications, the CWCD 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 CWCD.
- CWCD's right to inspect, test and, where necessary, reject the software / deliverable after the software deployment at Project Site shall in no way be limited or waived by reason of the software previously been inspected, tested and passed by CWCD for its representative prior to the software deployment.

3.5.2.2 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 CWCD, the successful completion of the test specified. An average uptime efficiency of 99% for the duration of test period shall be considered as satisfactory. On successful completion of acceptability test and after CWCD is satisfied with the working of the software on the, the acceptance certificate of CWCD will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the software.

3.5.2.3 Before the Application modules are taken over by CWCD, the SP shall supply operation manuals. These shall be in such details as will enable CWCD to use the system 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 CWCD.

3.5.2.4 The Security audit shall be carried out by selected bidder with each release of application.

3.5.2.5 Bidder is responsible for adhering the GSDC policy as it's an ISO certified data center from time to time like-

- After installation, GSDC will carry out security audit 2 times in a year as a part of GSDC policy at the cost of GoG. However, bidder is responsible for closing all the vulnerability and observations raised by the GSDC.
- Patch Management will be done by Selected Bidder with the help of current DCO of GSDC
- Selected Bidder is responsible to compliance all VA/PT/ISO/ any other audit done by GSDC

3.6 Change Request Orders

3.6.1 Any change request during the operation and maintenance period will not be considered. However, the bidder has to deploy team mentioned in this RFP for any changes in the application during the tenure of contract.

3.6.2 During the development and operation and maintenance phase, any change in scope of work, or in design and development of new services or Enterprise system shall not be construed as change Request order and instead will become part of scope of work accompanying this bid document.

3.6.3 CWCD 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:

3.6.3.1 Designs, specifications, requirements of which software or service to be provided under the Contract are to be specifically developed / rendered for CWCD;

3.6.3.2 The place of delivery; and/or the Services to be provided by the SP.

3.6.3.3 The bidder should be responsible for changes in the application with respect to user Interface and any GR issued by govt. time to time during the contract period.

3.6.4 Once the change request is developed and implemented, it will become the part of the Software application without any additional cost to GoG.

3.6.5 Training of personnel of the CWCD in terms of hours/subjects will be without any additional cost.

3.7 Delivery of Software

3.7.1 Design/Development/Coding/implementation/maintenance of the system shall be made by the service provider in accordance with the terms specified in the RFP document along with its corrigendum.

3.7.2 Upon deployment of the solution / completion of the assigned work under the service, service provider shall notify CWCD accordingly.

3.8 Deployment of Software

3.8.1 Service provider must deploy the solution at the places specified by CWCD at the time of the contract and ensure smooth running of that solution.

3.9 Prices

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

3.9.2 The prices quoted should not be conditional/optional and it should be in line with the RFP terms & conditions. The bidder should not submit conditional/optional bids. Conditional/ optional bids are liable to be rejected outright.

3.10 Contract Amendments

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

3.11 Assignment

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

3.12 Delays in the supplier / service provider's Performance

3.12.1 Delivery of the software and performance of the Services shall be made by the service provider in accordance with the time schedule specified in the RFP document.

3.12.2 A delay by the service provider in the performance of its delivery obligations shall render the service provider liable to the imposition of applicable penalty as per RFP terms & conditions.

3.13 Fraud & Corruption

3.13.1 CWCD requires that SP selected through this document must observe the highest standards of ethics during the performance and execution of such contract. In pursuance of this policy, CWCD defines, for the purpose of this Clause, the terms set forth as follows:

1. "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.
2. "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;"
3. "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was given by the tenderer.
4. "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

3.13.2 Will reject a proposal for award, if it determines that the bidder recommended for award by CWCD to having been engaged in corrupt, fraudulent or, unfair trade practices or coercive practices or black listed by any of the Department of Government of Gujarat in competing for the contract in question. The same shall be conveyed to Department of Science & Technology, Government of Gujarat to Declare bidder ineligible, and black listed either indefinitely or for a stated period of time.

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

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

3.14 Force Majeure

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

3.14.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the service provider and not involving the service provider's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchase either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

3.15 Payments in case of Force Majeure

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

3.16 Limitation of Liability

3.15.1 The aggregate liability of the bidder, whatsoever and howsoever arising, whether under the contract, tort or other legal theory, shall not exceed the total charges received as per the Contract, as of the date such liability arose, from the Purchaser, with respect to the goods or services supplied under this Agreement, which gives rise to the liability and explicitly exclude all direct, indirect and consequential losses impact, etc. to the Department except as may be determined by courts of law under the applicable law and awarded after following the due process of law.

3.16 Suspension

3.16.1 CWCD may, by written advance notice of 30 days to SP, suspend all payments pertaining to the non-compliance part by the SP under this contract agreement. Further, CWCD will issue a written notice for awaking this clause and will provide followings:-

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

3.17 Termination

3.17.1 Under the Contract, CWCD may sent an advance written notice of 30 days to terminate the contract in whole or part in the following ways:

3.17.2 Termination for Default: CWCD may, without prejudice to any other remedy for breach of contract, may sent an written notice of default sent to the service provider, to terminate the Contract in whole or part within 30 days:

- 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 CWCD; or
- b) If the service provider fails to perform any other obligation(s) under the Contract or
- c) If the service provider, in the judgment of CWCD has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.17.3 Termination for Convenience: CWCD by written notice sent to the SP, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for CWCD'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.

3.17.4 Termination for Insolvency: CWCD 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 CWCD.

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

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

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

3.17.7 CWCD will pay the Service Provider for the Services / Deliverables / Goods provided by service provider and accepted by CWCD till effective date of termination.

3.18 Right to use defective software/equipment

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

3.19 Supplier / service provider Integrity

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

3.20 Supplier / service provider's Obligations

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

3.20.2 The service provider will abide by the job safety measures prevalent in India and will free CWCD from all demands or responsibilities arising from accidents or loss of life the cause of which is the service provider's negligence.

- 3.20.3** The service provider will pay all indemnities arising from such incidents and will not hold CWCD responsible or obligated.
- 3.20.4** The service provider is responsible for managing the activities of its personnel or sub-contracted personnel and will hold himself responsible for any misdemeanors.
- 3.20.5** The service provider will treat as confidential all data and information about CWCD, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of CWCD.

3.21 Patent Rights

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

3.22 Proposed timelines and Payment Procedure

Activity	Timelines in Weeks	Payment (%)
T=Date of Signing of Contract		
System requirement study and prepare SRS (System Requirement Specifications)	T1= T + 4 months	20% payment of CAPEX in financial bid will be released
Phase 1		
Completion of Design, Development/Customization, UAT, Security Audit & Go-Live (Enterprise System for field level Work Force (AWW/AWH, Supervisor/MS, CDPO, PO, RDD)	T2= T + 6 months	30% payment of CAPEX in financial bid will be released
Phase 2		
Completion of Design, Development/Customization, UAT, Security Audit & Go-Live (Development of the remaining functionality)	T3= T1 + 8 months	30% payment of CAPEX in financial bid will be released
3 Months after go-Live	T4 = T3 + 3 months	20% payment of CAPEX in financial bid will be released
ATS/AMC Cost of OS, Database and other software, if applicable (except DR Licenses)	T5 = T3 + 7 years	100% of item No. 2 & 3 of OPEX table in Financial Bid at the beginning of every year on successful renewal. ATS/AMC will be considered from the date of go-live.
Operational and Maintenance support for period of 7 years for Enterprise System and mobile app	T6 = T2 + 7 years	In 28 Equated Quarterly instalments of OPEX table item No. 1 in Financial Bid

- SP shall raise the component wise invoice as per the milestones achieved as mentioned above in the payment schedule & submit the invoice to CWCD.
- CWCD/GIL shall verify the Invoice raised against the milestone achieved & shall make the payment after deduction of penalty, if any.
- The SP's request(s) for payment shall be made to CWCD along with the 2 original copies of invoice and necessary documents. The invoice should be in English language and Gujarat based.
- Payment shall be made in Indian Rupees. While making payment, necessary income tax and service tax deductions will be made.

3.23 Unconditional Bid

Bidders shall not put any condition of any kind in the Technical and Financial Bid, failing which the bid shall be rejected as non-responsive.

3.24 No Variable Cost in Financial Bid

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

3.25 Resolution of Disputes

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

3.25.1 Amicable Settlement

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

3.25.2 Arbitration

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

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

3.25.2.2 The decision of the majority of arbitrators shall be final and binding upon both the parties.

3.25.2.3 All arbitration awards shall be in writing and shall state the reasons for the award.

3.25.2.4 The expenses of the arbitration as determined by the arbitrators shall be shared equally between the two parties. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

- 3.25.2.5 Arbitration clause shall be only applicable in case of dispute is arising out of contract. The said clause shall not be applicable in the case of cyber-crimes and any other type of confidentiality/security breach relating to PHI carried out by either bidder organization itself or its employees.
- 3.25.2.6 Both the parties agree the jurisdiction of Adjudicating Authority, Gujarat state and Cyber Appellate Tribunal, New Delhi under Information Technology Act, 2000 (including any amendments therein) in case of any contraventions, security and confidentiality breaches.

3.26 Exit Management Procedure

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

3.27 Applicable Law

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

3.28 Taxes and Duties

- 3.28.1** 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 CWCD office. However, GST in respect of the transaction between CWCD office and the service provider shall be payable extra on actual at the time of invoicing.

3.29 Binding Clause

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

3.30 Subcontract/Outsource

3.30.1 As per the provision in Electronics & IT/ITeS Start-up Policy Resolution No. ITS/10/2015/5284/IT dated 6th June, 2016 issued by Department of Science & Technology; in e-Governance project undertaken by Government Departments or its Boards, Corporations or parastatal bodies getting grants from the Government, the chosen solution provider or system integrator will pass on job work or will outsource part of the work of a value ranging between 5% to 10% of the contract value to the eligible startups and to students of shortlisted Technical Colleges in Gujarat. In such arrangements, the responsibility of meeting SLAs (Service Level Agreements) will continue to belong to the solution provider or the system integrator.

3.31 Legal Jurisdiction

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

3.32 Notice

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

4 SECTION IV: SCOPE OF WORK

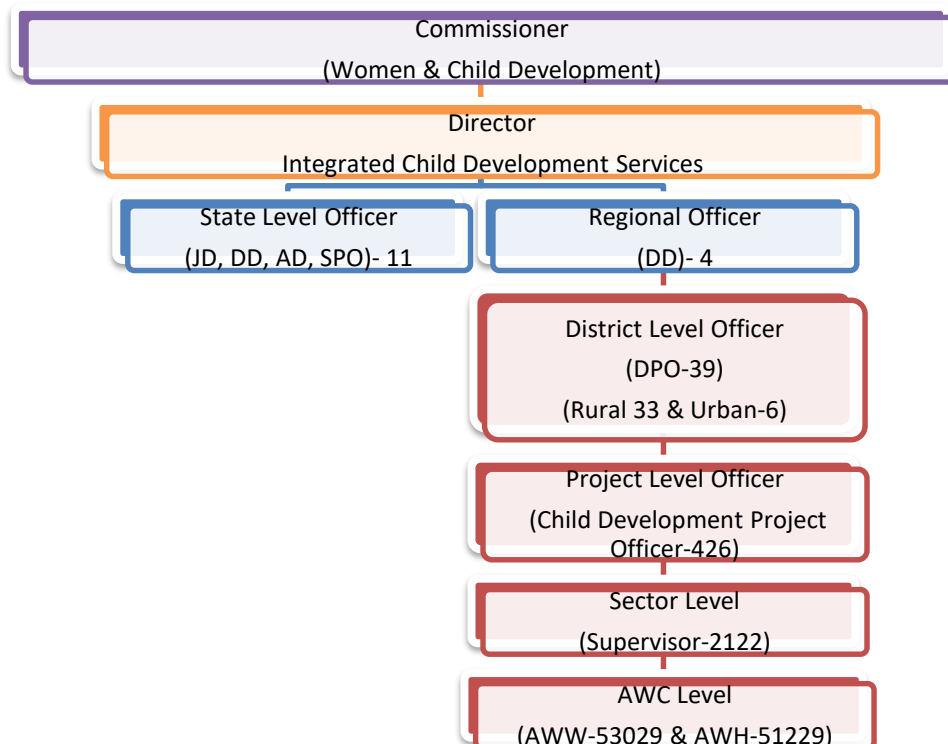
4.1 Introduction

Woman and child development department (WCD), Government of Gujarat provides/runs various types of services/schemes for children/adolescent girls/mothers. AWWs/AWHs maintain the complete database of beneficiaries of their respective AWCs. There are three types of beneficiaries of WCD department namely Children of age 0 to 5 years, Adolescent girls of age 11-18 years, Pregnant woman and lactating mothers. At present, WCD had already implemented various applications over the years to meet its various day to day requirements and all of these applications are working in Silos. However, information stored in these applications is available in silos. This is leading to the multi-layer duplication of efforts and making it difficult to generate organization wide system generated single dashboards. In order to have a seamless flow of information between different applications and functions, better control of the processes, and for increasing operational efficiency WCD envisaged to implement and maintain the “Enterprise wide Integrated Solution” which will act as a single enterprise wide application capturing all the information and providing all the performance driven reports, dashboard.

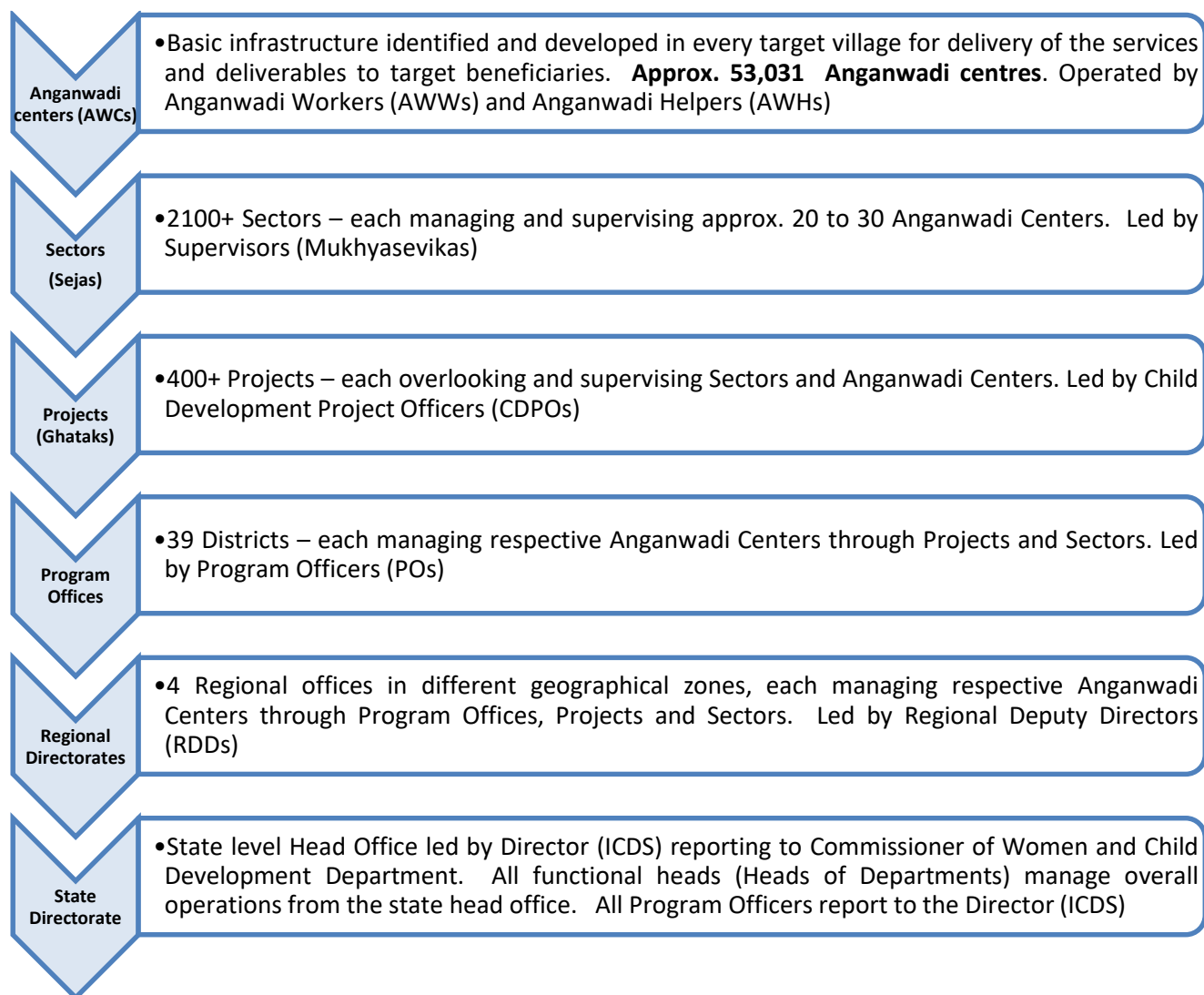
It is envisaged to have an Enterprise system required to facilitate the functions of ICDS Administration (Includes: Anganwadi Worker/Helper, Supervisor, CDPO, PO, RDD, State officers) and to cater to the interests of all stakeholders (Includes: Beneficiaries, Suppliers and Service Providers, State & Central Government and Citizens at large). IT includes the complete computerization of the day to day work for tracking and controlling Anganwadi Operations across the state of Gujarat, Administration work at the different levels of the WCD Department. This proposed system will replace all such legacy application running in silos. Legacy data of these applications shall be migrated in the new designed System which will cater to all types of requirements of WCD Department.

In view of above, The Women and Child Development Department wishes to select a Service Provider (SP) for Study, Design, Development/Customization, testing, Integration, Implementation, Training and Operation & Maintenance of state wide Enterprise level Integrated System.

4.2 Departmental Set-up and User Base:



4.3 Organizational Network and Operational Hierarchy:



Indicative No. of Users

Sr. No.	Particular	No. of Persons
1	Anganwadi Worker	53,029
2	Supervisors	2,356
3	Child Development Program Officer	336
4	Program Officer	33
5	RDD	25
6	Head Office (Commissionerate and Dept.)	25
7	Laboratory	2
8	Multi-Purpose Women Welfare Centers	350
9	Working women hostel users	300
Total		56,456

Note: Detailed job chart of each official except Program Officer, RDD and Head office in CWCD is place at **Annexure-A**

4.4 Current Activities

- The entire data pertaining to beneficiaries gets generated at the AWC. Currently, a series of Physical registers (**Annexure-B**) are being maintained at every AWC by the AWW/H to record the beneficiary's details, which are:
 - Family Details
 - Supplementary Food Stock
 - Supplementary Food Distribution
 - Pre-school Education
 - Pregnancy & Delivery
 - Immunization & Village Health Nutrition Day (VHND)
 - Home Visit Planner
 - Weight Record of Children
 - Referrals
 - Monthly & Annual Summaries
- AWW and AWH performs following activities on daily/monthly basis under various projects.
 - **Daily activities**
 - Prepare home visit planner and conducting Home Visits
 - Organizing Supplementary Nutrition for children, expectant and nursing mothers.
 - Inspection of children for cleanliness, washing hands of children before and after taking Supplementary Food
 - Organizing Preschool Education activities.
 - Treatment of common childhood illnesses & minor ailments.
 - Referral Services as and when required
 - Record Keeping
 - **Monthly activities**
 - Health checkup of children and mothers
 - Immunization (As per the schedule)
 - Weighing children and Growth Monitoring
 - Distribution of Vitamin A and Iron Folic Acid tablets
 - Organizing mother's meeting
 - Updating Family Survey Register
 - Preparing Monthly Progress Report (MPR)

4.5 Key stakeholders and users of the proposed application:

- ICDS Human Resources (State-Region-District-Project-Sector-Anganwadi)
- Beneficiaries:
 - 0 to 6 months of children
 - 7 months to 3 years of children
 - 3-5 years of children
 - Adolescent Girls – 11-14 years
 - Adolescent Girls – 15-18 years
 - Pregnant Women
 - Lactating Mothers
- Govt. of Gujarat, Govt. of India
- NGO, UNICEF

- Vendors, Suppliers & Contractors

4.6 Objectives / Expected Outcomes

- To enhance transparency by placing real time updated information in public domain (a) Services being delivered to the beneficiaries, (b) Status of Anganwadis etc.
- To enhance efficiency of the administration by replacing multi-level, manually compiled reporting with system-generated, real time, and selectively filtered data.
- To enhance work productivity through presentation of analyzed information about benefits delivered to target beneficiaries
- To provide a convenient platform like mobile/Tablet applications to AWW-H, MS, CDPO and field level officers to submit their inputs to the system on a real time basis.
- To enhance accountability of the administration through time tagged online progress reports and activity reports.

4.7 Broad Scope of Work

Bidder will be required to implement an Enterprise level system which will aid in institutionalization of best practices, facilitate business processes, ensure flexibility in communication, smoothen data exchange, will make process traceable and would be scalable to meet the requirements of Department. Bidder is required to carry out a detailed systems study to formulate the System Requirements Specifications (SRS) incorporating AS-IS, To-Be and the functional specifications defined in this RFP document and get it approved by the department. The SRS should also include all the key parameter like:

User groups, roles and types of access	Use cases for workflows
Method of access such as enterprise application, Mobile app. etc.	Reporting requirements
Sequence diagrams for workflows identified	Interfaces with other external systems
Functional logic and checks expected from the system while executing the project	Any other relevant details which are required to clearly articulate software requirements
Archival requirements	Audit and application logging requirements
Migration requirements	Security, SLA Monitoring requirements

Bidder shall identify the new development, configuration, customization requirements for the implementation. Bidder should also study the relevant existing processes for the Integrated Enterprise System development. The department will provide the relevant domain knowledge support, available reports and information required for completing the study. Bidder is also required to review and update the FRS and make any addition of functionalities in the FRS based on the System Requirement Specification (SRS) report for the services identified for implementation under the project.

The solution should integrate with other GoI/GoG schemes/applications like Pradhan Mantri Matrutva Vandana Yojana (PMMVY), Scheme for Adolescent Girls (SAG), Prevention of under Nutrition and Reduction of Nutritional Anemia (PURNA) etc. to enable complete view of necessary information. The broad scope of work for the Selected SP during the period of contract would include:

- Design, Development/ Customization, integration, Testing and Deployment, Commissioning (Go-Live), Training of Integrated Enterprise application for ICDS program (Web Portal/Application, Mobile/Tablet Application)

- System Integration (API based) with following Central/State-level applications.
- Operation & Maintenance Support for 7 years including required CAMC/ATS, if any.

A. Proposed Development Technology

- i. **ERP:** Open source ERP with enterprise support /COTS ERP. Open source ERP as per definition given on page 8 of this RFP document.
- ii. **Database:** Enterprise version of MySQL/MS SQL/Postgres
The SP will provide and develop new system at the central side for Database management. Database architecture, including clustering/ mirroring, backup strategies, defining data structure, data dictionary as per standards laid-down by Government of Gujarat. Data Architecture, interface architecture and integration architecture, appropriate load balancing should be adopted by the Selected Service Provider in the Solution design for meeting the requirements of the RFP. System should have complex data management capabilities.
- iii. **Operating System:** Windows/RHEL
- iv. **Central Computing Infrastructure:** Government provided Infrastructure at Gujarat State Data Centre (GSDC), Gandhinagar

B. Implementation methodology: Tenderer envisage to implement the entire project of Enterprise application into two phases namely Phase-I & Phase-II. Each phase will consist of various modules as defined in this RFP document. Selected SP shall deploy requisite team for executing both phases simultaneously to adhere to the timelines given in the RFP.

- **Phase I:** Development of Integrated Enterprise System for field level Work Force (AWW/ AWH, Supervisor/MS, CDPO, PO, RDD)
- **Phase-II:** Development of the remaining functionality

4.7.1. Phase I: Development of enterprise application for field level Work Force (AWW/ AWH, Supervisor/MS, CDPO, PO, RDD)

It is envisaged that the successful bidder will automate various activity performed including day to day work by various center/worker like AWW, AWH, Supervisor, MS, CDPO, PO, RDD etc. Further, this enterprise System will also use in monitoring the performance, target-achievements of various stakeholders across the state at various levels. Proposed enterprise system should be able to provide real time project level status. This will help in improving the overall decision-making system at WCD, GoG. Following are the various module/system needs to be developed/deployed under phase-I:

1) Anaganwadi Centers (AWC) System:

- a) A system needs to be developed by the successful bidder which will have the entire information of AWCs like availability of basic facilities (i.e. Drinking Water, Sanitation, Electricity, Own Building, Water Purifier etc.), land area, type (rural/urban/tribal), owned by (NGO/Govt. owned) etc. at AWCs along with the various day to day activities performed by the AWW & AWH. Anganwadi location mapping will be carried out by successful bidder. Tenderer will share the latitude, longitude of each AWC. Bidders will deploy a team of 3 persons at each taluka (total 248 taluka as of now) who will collect & upload the details of each AWC's like Asset master, details of AWW and AWH and submit the hard copy of filled details to supervisor/CDPO office for verification. After verification/correction from supervisor/CDPO office, if there is any changes suggested the deployed team will have to update the details in proposed system and again submit the hardcopy of filled form to the supervisor/CDPO office for verification/correction till finalization. After final verification, team will update the details in

proposed system. Thereafter, bidder will have to submit all the hardcopies (corrected by supervisor/CDPO office) to the custody of CWCD.

- b) Proposed system should allow updation, creation, of beneficiary master data. Further, it should also AWW & AWH to update beneficiary related data on regular basis as per their daily visit & reporting requirement.
- c) Proposed system should develop all the functionalities which are carried out by AWW/AWH on daily/monthly basis.
- d) System should capture the details of Pre-School Education activity. AWW will submit PSE activity of each beneficiary and beneficiary assessment every month. LMS is not included in bidder's scope.
- e) **Daily Planner:**
 - The AWW/AWH needs to plan their daily visits at the door step of various beneficiaries for regular reporting/monitoring of various data related with the health of beneficiary. It is envisaged that there will be a Mobile/Tablet Application for completing such activities by each of the AWW & AWH and its will also allow real time information updation from ground level work force.
 - Proposed Daily Planner module will automatically provide the Plan-of-the-day/to-do list specific to each and every AWW, AWH w.r.t to their areas of work and it should also provide various alerts related with list of beneficiary due for vaccination, pending task/to-do list and carry forwarding of the same till completion.
 - Provide auto-alerts for various visits required to be carried out by respective AWW/AWH.
- f) **Growth and Weight Monitoring and trend analysis:**
 - As per routine activity, AWW/AWH tracks the growth & weight of new born baby. AWW/AWH register the new born baby as beneficiary in beneficiary list and upon successful creation of beneficiary system will automatically assign a scheduler for performing various activities during the life cycle. AWW/H will have mobile/tablet application to take records of weight of every child as per the pre-defined schedule.
 - Mobile/Tablet application will send auto alerts/reminder to AWW/H to record weight as per the schedule. AWC will set schedule for weight recording activity as daily, weekly, monthly or customized.
 - Weight will be taken through digital weighing machine which will be then entered by AWW/AWH in required format to mobile/tablet device.
 - System should also alert/remind AWW/H on next day to take weight for absent/pending beneficiary.
 - System will have to auto generate various reports based on the data filed by field work force to identify the malnourished kid as per the WHO/Gol guidelines. This will help in taking proactive corrections. In such cases, an auto SMS alert to the concerned officials for further course of action/activities.
 - The system should calculate and provide a summary view of the Indian academy of pediatrics (IAP)/WHO growth indicator along with IAP and WHO growth charts. Region specific diet advices should also be given based on the GPS location of the AWW. The system should provide classification "Weight for Age" as per IAP, and "Height for Age", "Weight for age", "Weight for Height", and BMI for Age as per the WHO guidelines. The system should provide different graphs in total to take various age groups (boys and girls).
 - To measure the nutritional status of 0-5 years of children, system should classify the nutritional status as- Normal, Moderate Underweight and Severe Underweight. So, a

system to be developed to capture the line listing of all the children, services provided to them, nutritional status, causes of disease (if any), progress till the birth, etc.

- All reports w.r.t Age – Weight – Height – BMI chart for children and lactating mothers should be generated along with trend analysis.

g) Reports

- System should have facility for dynamic report generation on any data points (already fed/available in the system). User can drill down/drill through financial year, Daily/Weekly/Monthly/Yearly, district wise etc.
- System to generate reports for monitoring of the ICDS activities. The system shall be able to generate various reports like;
 - List of all families (Household) with AWC area
 - Performance of each AWC and display it on Map
 - Identify individuals from these families who should receive services
 - Families and individuals who require special attention
 - Count the population covered by AWC
 - Record of all births and deaths
 - Record of individuals and families migrating into AWC area or out.
 - Count the number of activities and the number of children present each day.
 - Record details of services provided to all pregnant women in AWC area, and their delivery status.
 - Record details of births and newborn babies
 - Follow up children and mothers AWC refer to health facilities.
 - Details of disabled children and lists of all deaths occurring in AWC area.
 - Actual Beneficiaries Count and Enrollment of Beneficiaries
 - Outcome assessment under various schemes and services vis-à-vis plans and expectations
 - Performance of Anganwadi Centres, Sejas, Ghataks, Programs and Regions
 - Monthly Progress Reports
 - Improvement from Malnourished to Healthy State

4.7.2. Phase II: Development of the remaining functionality

i. HRMS and Payroll

Functional Requirement
The system must be able to manage the entire recruitment process including but not limited to publishing of vacant positions on proposed system, support for eligibility criteria for all grades, support for reservation norms of the Government (State and Central), ability to print call letters, appointment orders and regret letters for candidates, ability to route the manpower requirements through various levels of approvals, ability to monitor and compile the manpower requirement data of all the departments based on new recruitment, retirement, death etc.
The system must have the ability to employee database such as maintain the employee master data covering all relevant fields and information, to automatically monitor dates for HR processes (for ex. Date of increment, date of joining from leave, date of performance review etc.), to maintain service file documents with all the personal details of the employee
The system must be able to manage the entire employee lifecycle from processing employee bonds, managing the joining and onboarding process, managing probation, to managing performance appraisal and promotion, transfers and separation, daily time sheet for employees etc.

The system must be able to record medical and other reimbursements, compensation & benefits accorded to employees, provision for discipline management, manage trainings and related activities, manage legal aspects related to HR.
The system must be able to calculate employee salary, TA/DA, capture investment details of employees for income tax purposes, calculate, finalize, refund and make journal entries for settlement/bonus, prevent duplication of claims and calculate reimbursement, advances, encashment and allowances, and pay incentive/award through payroll
The system must capture the Employees Master Data relating to payroll with a flexibility to override
The system must comply with all statutory requirement (PF, etc.), Income Tax requirements applicable, State Tax related requirements – maintain registers, make entries, keep employee details related to accounts, etc.
The system must provide for manual update of attendance, capture leaves and related information, be capable of calculating leaves for employees at various levels and grades, integrate with a biometric attendance system
System should have AWW and AWH profile and it should be mapped with respective AWC. All AWCs should bind with their reporting supervisor, CDPO etc. as per hierarchy so that they may be able to categorized by their respective supervisors, CDPO etc.
Tasks Generation

ii. Assets Management Module

Functional Requirement
Classification of Assets
<ul style="list-style-type: none"> ▪ Preparation of Opening Balance for Asset
Masters
<ul style="list-style-type: none"> ▪ Item master ▪ Vendor master ▪ Asset/Inventory Master
Indent Processing for various schemes like Doodh Sanjivani Yojna, Take Home Ration etc.
<ul style="list-style-type: none"> ▪ Calculation of product (Ration, Milk, THR etc.) based on actual beneficiaries ▪ Centralized Indent Generation ▪ Verification of products after delivery ▪ Delivery and stock entry at AWC level ▪ Payment to Vendor
Inventory Management
<ul style="list-style-type: none"> ▪ Physical Assets-Laptop, Furniture, TV etc. ▪ Consumable: weekly/fortnightly/monthly order generation (Commissioner/PO level) ▪ Stock inward/outward register: ICDS, PO, CDPO level
Disposal of Dead Stock
<ul style="list-style-type: none"> ▪ Department-wise submission of details ▪ Disposal of Dead Stock
MIS
<ul style="list-style-type: none"> ▪ List of Vendor-wise / Material-wise orders ▪ Material-wise, Department-wise consumption report ▪ Disposal of Dead Stock

Functional Requirement
▪ Status report to department w.r.t. their order
▪ Comparison of price bids with history prices
▪ Alerts if the Batch Nos or Sr. No. is not in order
▪ Asset Register, Revenue Report etc.

iii. Generalized Process Management & Document Management System

- Objective is to create centralized Document Management repository which will allow easy archival and retrieval of the documents archived into the system.
- The system would be accessible by users through portal and departmental officials.

Functional Requirement
Document Management System (DMS)
Seamless integration with all of the Core applications and interface with other systems implemented, to be implemented at WCD.
Allow to export documents from scanner, email & Office Automation tools like Microsoft Office documents to DMS
Allow creation of custom indexing field/tags for different documents at Folder & File level
The departmental officials should be able to index folders, files, letters and documents on user-defined indexes like department, Letter No, file no, year, project Id etc.
Allow search based on different parameters like file name, folder name, project name, index fields, Full text & Wild card search
The system to be accessed from smart-phones/tablets. The users can search and view the documents in DMS from smart-phones/tablets.
Facility to set notifications (e.g. notifying change of version of a file to all stakeholders) & Alarms (e.g. Delay in document Approval) by email.
Maintain audit-trail of all activities being done in the system, documents etc. by users as well as administrators.
Business Process Management System (BPMS)
Support definition of different level of rights for each level of user group involved in a process.
Support a web-based GUI through which workflows can be graphically designed by authorized users.
Support customization of workflow components so that process model can be designed and / or modified by authorized users in special scenarios or as per change in the process of any scheme.
The workflow shall allow multi-step approval routing.
Capability to have an escalation matrix as defined by the designated authorities for effective management of work
Assign unique IDs to workflow either automatically or manually.
Allow workflows to be re-routed and/or activated based on time, external events and data inputs for other systems. The time threshold for rerouting should be configurable.
Support workflow processes for approval and send out notifications through multiple channels such as email, SMS etc.

iv. Finance and Accounts (Approx. users will be 200 i.e. Commissioner office, PO, CDPO)

Functional Requirements
General Ledger
The system must support general ledger functions such as creation, inactivation of account

Functional Requirements
codes
The system should support temporary locking of transactions and facility to not allow transactions after period is permanently closed
Availability of Financial Statements including schedules (all value details and possible quantity details) from the system in accordance with the latest Companies Act provisions/IFRS/GST/Income Tax Act
Payables
The system should support payables features such as creation of advance order, approval/validation of payables invoices, security deposits, penalty adjustment, freight payments, debit note/ credit note generation and retention money with multi-level hierarchy approval including work certification by user department
Ability to interface with banking systems to facilitate e-payments
Receivables
The system should support centralized customer master with customer classification and capturing of registration details (PAN, GST, TAN, etc.) and automated generation of Debit Notes / Credit Notes raised/issued to customers against Order Acceptance, Work Order, etc.
Automatic calculation and accounting of incentives / commissions (including TDS) to dealers and customers by the system, based on policies that are revised periodically by raising credit notes.
Assets
Assets system integrated with payables and projects systems for asset creation including flexibility for stand-alone asset addition in the Assets system in accordance with Companies Act requirements and Income Tax Act requirements and IFRS compliance without duplication of effort.
The system should have ability to forecast / projections and run analysis (including 'What If' analysis) for asset in fixed assets register and ability to revise asset information including depreciation and asset life.
Enable project capitalization on completion or in phases
Inventory
Ability to create automated stock adjustment entries for the as per the inventory stock and consumption of material proportionally or in case of variation between material receipt and supplier's invoice
Taxation
Flexibility in the system to adopt all changes introduced by government towards statutory recovery and payments such as TDS GST, surcharges, duties, etc. and ensuring compliance (including accounting, reporting and filing) for taxes.
Ability to generate invoices as per prevalent taxes and ability to apply TDS details as per the services provided by the vendor
Costing
Ability to handle process costing, standard costing, batch costing etc and support the analysis against budget forecast, target and prior year and preparation & maintenance of cost accounting records as prescribed by cost audit rules
Budgeting
Ability to support capital and revenue budget including maintaining budget at accounting code level, budget organization level
Ability to identify the unutilized budgets, over utilized budget, automatically route budgets to necessary personnel, budget conversion, facilitate encumbrance budget

v. Content Management System & portal

Functional Requirements
It should allow creation of dynamic website. The website should be integrated with enterprise system.
Content of web portal should be dynamic and can be updated from admin panel/backend. Content of the web portal will be provided by CWCD. Bidder shall provide 3-4 design layout of CWCD portal to the tenderer and tenderer will accept any one with suggested changes or ask for creation of design layout.
Web portal should follow GIGW guidelines and should be WCAG compliance.
It should allow role-based access. User with admin right can directly publish the content over website
Should have Search Engine Optimization (SEO) tool
It should be mobile friendly and responsive
Social Media Management
System should have a CMS based separate module for social media activities which will allow integration of Twitter/face book/Instagram social media accounts of CWCD with this system.
It should also allow publishing/advertising the CWCD across all the social media platform with single click. It should allow real-time and automated posting to multiple channels; for example, the same post can be sent to Twitter, Facebook and Instagram with one click.
Proposed system should allow to show social media tweet/posts on CWCD website on real time basis.

vi. MIS/Dashboard/Reporting Module

Functional Requirements
System should able to generate static as well as dynamic/customized reports.
System should be able to generate various reports in tabular, graphical, map view reporting
System should be able to generate pre-configured reports like <ul style="list-style-type: none">• Beneficiaries count: No. of beneficiaries under various schemes, beneficiaries details etc.• Various pre-configured module wise reporting
Dash Board
System should be able to generate user specific dashboards like for Management user, Admin user, based on employee access etc.
User will be able to select personalized dashboard from the preconfigured style as well as he will be able to customize the same
Once dash board selected by the user it will be fix till further changes done by the user even, he logs out and logged in again
System should be integrated with the web-portal, social media, CRM module for publication of data on dashboard

vii. Form Builder/Maker Module

- a) SP need to develop a form maker tool through which the Tenderer can develop an online form based on its requirement for data collection as when required. This will allow tenderer to collect the information electronically at all level in the desired format having mandatory and non-mandatory fields. The tool/software should have following features/provisions;
- Provide Form Maker/Builder tool to design Bilingual (English & Gujarati) forms.

- Forms could be designed for users as well as officials.
 - Fields with built-in validations can be dragged & dropped.
 - Special-fields with pre-defined functionalities also available.
- b) Pre-defined downloadable template/formats: System should have such templates which can be filled in electronically by the users and is should also allow enclosing scanned copy of supporting documents as an enclosure/attachment.

viii. Women Wing Division

a) Multi-Purpose Women Welfare Centers

Multipurpose Women Welfare Centers have been established at both District as well as Taluka level to provide guidance and assistance to women in their social, economic and educational as well as legal problems. At present 300+ such Multi-Purpose Women Welfare Centers (MPWWCs) centers are functional.

No actual business transaction will be carried out by the system but daily activity diary will be submitted by the Welfare Centre. System shall able to capture that in prescribed template.

b) Mahila Awards

To facilitate the outstanding contributors in empowering women, Institutions and Individuals are honored by the Department. Every year one individual and one Institution are given “Mahila Puraskar” for their contribution in the field of women welfare and empowerment. System should allow to accept the applications online for following categories:

- Best Women NGO
- Best Women Social Worker

Further, a committee scrutinize the application and announce the winners. Bidder shall develop the backend system for business process and accordingly, system should able to maintain the record of award in each category, award price etc.

c) Working Women Hostel

- The objective of the scheme is to provide accommodation at various govt. owned hostels for working women. Day care facility for their children are also available at some of the hostels. The working women’s hostel projects being assisted under this scheme shall be made available to all working women without any distinction with respect to caste, religion, marital status etc., as per the norms prescribed under the scheme.
- SP is responsible for developing a system for working women hostel. Proposed system should capture details of each such hostel covering key parameters like area, details of hosteller, Total nos. of rooms & beds and along with approved rent/room charges. System should also facility of online room reservation through portal. System will also generate the real time rooms/beds availability report of each hostel which will be published on WCD portal. System will also able to maintain the fund status of each hostel. In the proposed system, beneficiary can only see the details of hostel along with its room availability from website and can’t apply online for room booking.

d) Implementation of Domestic Violence Act 2005

- System should allow women to lodge the complaint online against domestic violence. System should be able to send it to the concerned authority electronically and it should allow submission of reports electronically.
- No actual business transaction will be carried out by the system but daily activity diary will be submitted by the Welfare Centre. System shall be able to capture that in prescribed template

e) Complaints for the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) act-2013

- An Act to provide protection against sexual harassment of women at workplace and for the prevention and redressal of complaints of sexual harassment and for matters connected therewith or incidental thereto.
- System should allow working women to lodge the complaint online against sexual harassment at her work place. System should be able to send it to the concerned authority electronically and it should allow submission of reports electronically.
- District wise month wise reports will be generated through this system.
- No actual business transaction will be carried out by the system but daily activity diary will be submitted by the Welfare Centre. System shall be able to capture that in prescribed template

4.7.3. System Integration

- Proposed system is expected to act as a one single platform of WCD for all the stakeholders entering or viewing information related to concerned subject matters. The proposed system should be capable of integration (API based) with external systems like:
 - **Govt. of India Application/Systems/Portals:** Only API push for integration of following applications:
RRS (Rapid Reporting System), Scheme for Adolescent Girls, Pradhan Mantri Matrutva Vandana Yojana (PMMVY), Common Application System.
 - **Govt. of Gujarat Application/Systems:** Food & Civil Supplies and Consumer Affairs Department, HRMS (SATHI), IFMS, CM Dashboard System, Health Dept-ImTeCHO, eMamta etc.
- In order to allow for exchange of data and communication electronically with these systems. SP will be responsible for publishing API's related with the proposed system only and APIs of other external applications will be provided by tenderer. Successful bidder will only consume the said API and publish the API for other systems.
- Proposed system should support API based integration with existing and upcoming e-Gov applications/systems of Government of Gujarat during the tenure of the contract.

4.8 Data Migration

- The Service Provider is required to migrate all the existing data available with various existing systems used by WCD, GoG such as AWC Monitoring System, HCM (Hot cooked meals) Demand & Delivery System, THR (Take Home Ration) Delivery System etc.

- As part of data migration from the existing application, the selected Service Provider would perform the following activities:
- Design the data migration, data cleaning & acceptance methodology and plan in consultation with WCD Department
 - Mapping of the data
 - Identifying the data gaps
 - Perform data cleansing for incorrect/ incomplete data
 - Providing templates for data collection
 - Extraction and Loading of the data
 - Escalate errors during data migration

4.9 Features/technical requirements for proposed application

- i. Undertake requirement/GAP Analysis (AS-IS: To-be Study), customization/development and installation of new customized/ developed integrated product as per the transactional needs of the CWCD for a minimum support of concurrent user base of 2,000. This installation shall be upward scalable for increase in value of concurrent user base gradually. Concurrency of users here means transacting at same moment and not the logged in users at a particular instance. If the concurrency will go beyond 2000 users, required additional licenses for OS and DB along with its, ATS/AMC will be procured separately by tenderer.
- ii. The solution should be interoperable in nature and design and development should be based on Service Oriented Architecture (SOA). The solution architecture should be able to address the future scalability requirements, in terms of adding new services and backend (adding more users).
- iii. The architecture is capable to take care of high volume traffic on peak application submission dates simultaneously (concurrently) users may be online to submit their reports/data at a particular moment.
- iv. Modular design for easy maintenance and upgrade
- v. Design application screens, forms, modules and develop/customize the application as per the requirements
- vi. The System should be user friendly and scalable, personalized home pages/Dash Boards and shall follow industry standards
- vii. Should also have comprehensive set of masters and the capability to generate customized reports, alerts for various stakeholders of the Women and Child Development Department.
- viii. The system shall possess easy-to-use user interface, able to perform tasks with minimum clicks, maximum select options and provide suitable short-cuts wherever possible and guided through screens
- ix. The system shall have options for multiple level of administrative control having varied rights for all the modules so that they are able to perform functions pertaining to their respective area as per their assigned roles and rights.
- x. A fully functional Integrated Enterprise System for the Department, capable of exchanging data with the GOI portal, exporting data to authorized personnel, with complete security features (including the execution of a successful security audit) and features associated with high quality functional sites –

user roles & privileges, backup and archival of data (with summarization), trend and exception reporting, and query builders, amongst others.

- xi. Facility for sending bulk SMS on the basis of user group selection.
- xii. Compatible with the major web browser like Chrome, Mozilla Firefox, Internet Explorer, Safari, Opera etc.
- xiii. All the fields of forms shall be customizable (configurable) according to changing requirements/parameters.
- xiv. Configure validations required for the e-Form
- xv. Provide online services with HTTPS/SSL access for all activities completely logged.
- xvi. Ensure developed application services meets guidelines and standards in terms of security features, application architecture etc.
- xvii. The SP has to follow the design, development, technical standards, framework, security features specified in the guidelines of Gol/GoG.
- xviii. Source code/customized code needs to be shared and handed over successfully to the WCD office at the time of completion of every year and final updated one at the end of contract tenure.
- xix. SMS Gateway, email gateway and Payment Gateway will be provided by the WCD. However, bidder has to develop the necessary interface for integration with the proposed system.
- xx. The system should be in English and Gujarati languages. Caption (Labels) and Data entry shall be in English and Gujarati (bilingual) both language. The SP has to provide Gujarati typing facility with Unicode Gujarati font.
- xxi. Tracking of forms details from one stage to another from beginning to the end or final stage.
- xxii. Carry out all necessary changes in application, functionality of software, technology, tools, accordingly if Department or State Government issue any kind of new Guidelines, Rules, Amendments, Notifications, Government Orders.
- xxiii. The application should be capable of collection of time series data, and provide minimal entry to the user, for example, for an AWC; the children master should provide the basic data saved already in a user defined sequence on the screen and AWW/H needs to enter data is specific/relevant data to be entered in the system. Data validations are to be performed on the information/data filed in the system by various users and system should be able to provide alerts both for errors, as well as to show status of child/AWC like an alert for growth faltering or stagnation or decline at any level in red color.
- xxiv. The system should capture all AWC related data, and provide auto consolidation at different levels/layers, with reporting provided through the use of pre-defined as well as generic reports, which could be interactive drill down, and tabular, graphical and spatial in nature.
- xxv. A web interface to review data entered on a timely basis. A web based dashboard to analyze the information received from Anganwadi with information generated according to the relevant user group.

4.10 Tablet/Mobile Application

The mobile/tablet app should be developed for having all the functionalities with role base access. It should develop for separately for iOS and Android. Proposed app should have below mentioned minimum Features/Requirements:

- Design, develop, implement, install, test, and publish (install, test, launch) and rollout of the developed mobile/tablet application.
- HTML5 or Progressive Web Application (PWA) or native app will be allowed. However, web view for modules (except reports) will not be allowed.
- System should have offline capability in Mobile application and system has to allow data capture locally and sync it with the central database when the system is online.
- Make it easy to use for citizens and Govt. Officers by providing latest updates, integrated search feature, important events, etc.
- Design the User Interface and User Experience to ensure that the service is user-friendly.
- Define screen layouts and navigation to ensure delivery of structured content with easy and intuitive navigation
- The design of the app should adjust according to the screen size
- Design should be device independent and compatible to Tablets & Mobiles
- Design should not be font dependent. The content of the app should be readable with default standard fonts
- Design interface should be easy to configure, customize and extend
- Resolution independent Mobile Apps that will automatically expand/compress itself as per the screen resolution.
- Mobile Application should be scalable and Role base access
- Should provide multilingual support and User interface should be available in English & Gujarati.
- The Mobile App Hosting Infra and platform (app store user Account) will be provided by GoG.

4.11 Hosting environment

- a) The Application shall work on centralized architecture, in which application and database, both shall be hosted on central servers in State Data Centre (SDC). State Data Center (SDC) will provide computing infrastructure (computer power and storage) on x86 platform (virtualization/cloud environment) with server operating system platform windows server/Linux –RHEL (Red Hat Enterprise Linux operating system). SDC will provide the entire required infrastructure such as servers and internet connectivity etc. Bidder has to make arrangement of active-active clustered on cloud. Moreover, SDC don't support Solaris.
- b) However, bidder has required to quote, supply, install and maintain the required OS, Database and other software licenses provided by bidder. Considering the 7 years of growth if more compute infrastructure and storage will be required than it will be provided by Department. However, the incremental licenses of the OS and Database is required to be supplied and maintained with required ATS/AMC by bidder during 7 years of O & M period as part of this bid. The bidder has to envisage incremental licenses and AMC/ATS cost will be provided on pro-rata basis.
- c) The SP shall interact with SDC team to understand the SDC's pre-requisites for deployment of application and develop the application in such a way that it is acceptable to SDC and complies with the standards prescribed for the State Data Centre. SP will be required migrate, configuration, deploy, test and maintain WCD Application.
- d) SP is responsible for database/application configuration/end-to-end hosting of application at State Data Center (SDC).

- e) WCD shall provide the necessary administrative support for hosting at SDC. However, the necessary support, installation, update, upgrade and security will be the responsibility of SP.
- f) Bidder has to provide proposed bill of material in the following format along with the technical bid.

- **Bill of Material for Hardware**

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

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

- **Bill of Material for Software**

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

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

4.12 Security Criteria

Security would be the key aspect of the service of providing confidentiality and nonrepudiation by authenticating the parties involved, encrypting messages, and providing access control. The applications can have different approaches and levels of providing security, depending on the service requester. Security requirements such as encryption of passwords, logs etc. is a must. WCD's application security will be of utmost priority. The forms should be protected from improper data input, both in the user's browser and at the remote server. Databases should be secured via username/password protection and potentially sensitive information should be secured using industry-standard encryption algorithms.

- Security has to be an important design consideration. The system shall address following:
 - Authentication
 - Authorization
 - DoS attack
 - SQL Injection
 - Data Tampering and other ways to security threat
- The solution should have built-in security features to allow only authorized users to use the system. Audit Trail should be maintained as per guidelines issued by Cert-IN throughout the system and database including;
 - Login attempts with time, IP Address/MAC, etc.
 - Any change in data with time, IP Address/MAC etc.
- System should have security measures to protect data/transaction from hacking or any other security threats

4.13 Backup & Recovery

The SP must provide and successfully test backup and recovery capabilities for the entire applications and related databases. The bidder must describe this functionality, and the frequency of backup as per tenderer policy. The Admin module shall provide facility to take complete and incremental backups and shall be able to integrate with third party backup solutions.

4.14 Audit Trail

The proposed system should provide audit trail for any change made in data, prepares a log reports of all the activities (events) and makes it available to WCD. Audit Log contains the logged in user name and their IP Address and MAC Address (Media Access Control), Login date and Time, Login Status and Logout date and time.

4.15 Training

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

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

4.16 Non-Functional Requirements

Non-Functional Parameters	Description
Extensibility	The design of the software should allow for easy addition of new functionality. This extension of functionality or features should be with minimal changes to the existing software.
Performance	The performance of the application is expected to be monitored on an ongoing basis. This will help to forecast the traffic/data load for the future. This will serve as input to scale up the existing infrastructure.
User Friendly GUI	The GUI of the application should be user friendly, intuitive and rich with features.
Language	Language should be in English and Gujarati
Role Based Access Management and Data Access Restrictions	System functionality access will be provided at the role and location level. In order to restrict the information access, system will ensure user will have access to the information he/she is entitled to.
Open Standards	The solution should be built using Service oriented, Open Source, Open Standard Architecture and compliance with industry standards.

4.17 Project Deliverables

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

- Software Requirement Specifications SRS (Includes URS, As-Is Report, BPR (Business Process Re-engineering) Report, To-Be Report)
- System Design Specifications (SDS)
- Architecture & DB Design
- Test Cases, Test Reports, UAT Sign-off Certificate
- Integration Plan with other applications
- Integration Test cases & results
- Security Audit Clearance Certificate
- Complete Source Code, library files, DLL's, Setup programs with documentation.
- Software Testing Documentation (including details of defects/bugs/errors and their resolution)
- Training Plan, Training Manuals and literature
- Source code of web application & Mobile app
- The SP has to give complete demonstration of final running application.

4.18 Manpower

4.18.1. Development Team till full Go-Live

Bidder shall deploy following resources during development to complete the project in prescribed timeline. The developer team resources will be based onsite at location/premises to be provided by tenderer. Tenderer will provide sitting space, table, chair, internet connectivity only for the onsite team.

Sr. No.	Designation	Nos.	Education Qualification & Experience	Terms of Reference
1.	Project Manager	1	BE/B.Tech in CS/IT/EC or MCA + MBA/PG in management/PMP with minimum 10 years of experience	Head the project team and co-ordinate the developers, O & M team, support and handholding team and Government departments/ various offices etc.
2.	SRS Consultant	10	Bachelor of Engineering (BE/B.Tech.) or Masters in Computer Applications (MCA) / MBA with Minimum 4 years of experience as Business Analyst	Requirement gathering, standardization across businesses of processes and master data, Business Process Re-engineering etc.
3.	Developer	20	BE (CE/IT/EC) / B. Tech (CE/IT/EC) /MCA/M.Tech in IT having minimum 5 years of experience in development of similar application	Design, Development, testing, training of enterprise application, Mobile Application etc.

4.18.2. Manpower during Operation & Maintenance support (for 7 years)

- Bidder is responsible for end-to-end O&M support of 7 years from the date of go-live for the systems provided by SP.
- Bidder is also responsible for providing **annually 250 hrs offshore** development support for software/system support for continuous development, bug fixing, patch updation etc. bidders needs to be considered the same in his financial quote.

- SP shall maintain the developed web and mobile application and ensure that it is bug-free, running efficiently and simultaneously incorporate necessary changes in the application functionality as required and approved by WCD during the maintenance period of 7 years.
- The SP is expected to carry out all changes that are required due to change in functionalities, forms, reports, etc. during the Operation and Maintenance period of 7 years. No additional cost to the WCD for the entire O & M period.

Sr. No.	Designation	Nos.	Education Qualification & Experience	Terms of Reference
1.	Project Manager	1	BE/B.Tech in CS/IT/EC or MCA + MBA/PG in management/PMP with minimum 10 years of experience	head the project team and co-ordinate the developers, O & M team, support and handholding team and Government departments/ various offices etc.
2.	Developer	2	BE (CE/IT/EC) / B. Tech (CE/IT/EC) /MCA/M.Tech in IT having minimum 5 years of experience in development of similar application	Continuous development support like take new requirement, change in mobile and integrated enterprise System etc.
3.	System Support Executive	3	At least BE/B.Tech/MCA/IT graduate and having 2 years of experience in handholding/Operation & Maintenance support of IT software/application	Technical support for hardware/software, patching, OS updation, antivirus updation, DB Management etc.
4.	Helpdesk operator	2	Any Graduate and having 1 year of experience of IT Support/IT Helpdesk support	Register incidents and service requests

The entire team has to be deployed 100% on client site by service provider. Bidder has to deploy same type of resources for development in O & M phase who have worked in development phase.

- In case of absence of the manpower (more than 7 days continuous), bidder has to provide the alternate arrangement to carry out the activities.
- In case the resource has resigned, then the bidder has to inform at least 2 weeks prior to such resignation.
- Before assigning any replacement member of the Key Personnel to the provision of the Services, SP shall provide:
 - A resume, curriculum vitae and any other information about the candidate that is reasonably requested; and
 - An opportunity to interview and select the right manpower for the job should be provided to tenderer at all times whenever manpower needs to be deployed.
- The bidder has to ensure at least 1 week of overlap period in such replacements

4.19 Operation and Maintenance support includes:

a) System Support

- Debugging & fixing of problems arising in the running applications
- Fixing logical/run-time errors in the applications
- Perform error handling while running the application
- Tuning and code changes for optimal performance
- Enhancement/modification as change in business rules
- Data Validation/correction
- Changes in functionality, workflow, reports, forms, etc.
- Changes in the software that may be necessary due to legal/statutory/GR/Any ACT etc. changes
- Fix the operational problems
- New Development/module or Change Request
- Deployment of new application/module on production server
- Backup/Restore data
- Technical support for application
- Support for DB Management
- Fine Tuning updates/patches reporting
- Migration and Integration
- Training
- Generate reports on changes made in applications
- Provide manpower for operations, maintenance and onsite warranty support
- A separate application module to be provided to raise the issues. This should also have tracking and closing capability. A record of problems should also be kept at server and should be visible to the department.
- The SP will review the existing code and modify so as to increase the efficiency of the application including its tuning and code changes for optimal performance. A detailed report of proposed changes will be handed over to the CWCD and approval will be sought before making necessary changes.

b) Helpdesk Operations

SP shall set up centralized helpdesk at WCD (Gandhinagar) to log complaints of the users and communicate the corrective measure. SP shall provide the service management/support request module/tool. SP shall provide customer support interface with online, telephone and onsite support. The IT infra, telephone line and space for Helpdesk will be provided by department.

- Centralized helpdesk setup and operations for entire contract duration from the date of Go Live. Helpdesk to be setup in Gandhinagar main office.
- The Successful Bidder shall support for call logging, issue resolution and tracking to all the users and Govt. officers.
- Handle technical queries of all the users and employees of CWCD regarding System
- Facility to provide users to log calls, complains of technical issues they face while using the system
- SP shall develop helpdesk application accessible to all users through the system.
- SP shall select & deploy the skilled and qualified manpower required for running the helpdesk.
- Develop application maintain complete call history of all calls received at helpdesk

- Provide Helpdesk facility during agreed service period window for reporting user department incidents / issues / problems with the proposed Application related issues.
- Provide necessary channels for reporting issues to the help desk. The incident reporting channels could be the following:
 - Online incident reporting from via web-login- Phone call
 - Specific E-Mail account
- Implement a Service Call Logging System in line with the severity levels as per the SLAs. Helpdesk shall log user and assign a Ticket number. Severity shall be assigned to each call as per the SLAs.
- Track each incident / call to resolution
- Analyze the incident / call statistics and provide monthly reports including but not limited to:
 - Type of incidents / calls logged
 - Incidents / calls resolved
 - Incidents / calls open
 - Root Cause Analysis for frequently occurring incidents
- Get user feedback daily
- Analyze the call statistics/ quality of call.
- Escalate the calls, to the appropriate levels, if necessary as per the escalation matrix agreed between the bidder and the Govt. of Gujarat. The escalation matrix shall be developed by the bidder in discussion with Govt. of Gujarat.
- The bidder shall provide Helpdesk facility during the working hours for reporting issues / problems with application related issues. The bidder shall provide a service desk facility and set up all necessary channels for reporting issues to help desk.

5 SECTION V: SERVICE LEVEL AGREEMENT (SLA) & PENALTY CLAUSE

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

5.1 Definitions

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

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

5.2 Severity

The severity of the issues related to software are defined as follows:

Severity	Definition
Severity 1 (Critical)	Severity 1 problems are the ones which have a critical business impact. These problems will have any of the following characteristics: <ul style="list-style-type: none"> • Entire or part of any service unavailable or fatal error • Incorrect behavior of the system (wrong calculations, etc.) • Application Software related problems affecting all or most of the users e.g. most of the users are unable to log-in
Severity 2 (Medium)	Severity 2 problems are the ones which have a significant business impact. These problems will have any of the following characteristics: <ul style="list-style-type: none"> • For example: user is able to log in and perform most of his normal work, but can't approve a certain document on screen. • Users unable to use some of the features of the system. • incorrect data in the reports
Severity 3 (Low)	Severity 3 problems are the ones which have a minimal business impact. These problems will have any of the following characteristics: <ul style="list-style-type: none"> • No impact on processing of normal business activities. • A low impact on the efficiency of users • Has a simple workaround
Severity 4	Service is not affected, software Changes and Enhancement to be resolved at a future date, new development, informative calls

5.3 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 CWCD 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.

5.3.1 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 CWCD for certifying the performance of the applications against the target performance metrics as outlined in the table below:

Milestone	Target	Severity	Penalty
As mentioned in Timeline	As per delivery Schedule	Critical	A Penalty of 1% of value of milestone per week or part thereof for delay subject to maximum cap of 10%.

Note: If the bidder is not adhering to the individual milestones as defined in the delivery schedule, the cumulative penalty will be levied for the delayed weeks i.e. for the period of delay solely attributable to SP, as per the terms and conditions of this RFP. If delay exceeds maximum delay weeks at the particular milestone, CWCD may have rights to terminate the contract, Performance Bank Guarantee of the bidder will be forfeited.

5.3.2 Operational related Penalty

5.3.2.1 For Mobile app and software application up-time

Measurement	Target (Monthly)	Penalty
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%	No Penalty
	Between 99.7% to 98%	A penalty of 1% of Quarterly invoice
	Between 98% to 96%	A penalty of 2% of Quarterly invoice
	Between 96% to 92%	A penalty of 4% of Quarterly invoice
	Below 92%	For Each 1% down an additional penalty of 2% of Quarterly invoice over and above will be levied. For e.g. if actual uptime is 90% then total penalty will be calculated as- 92% - 90% = 2% For 2% ---> additional 2% quarterly invoice = 4% quarterly This 4% penalty + invoice 4% penalty for being below 92% which amounts to total 8%. Similarly, for up time – 85% Penalty will be (92% - 85% = 7%) 14% penalty + 4 = 18% from quarterly invoice value and so on.

5.3.2.2 Operations & Maintenance

SLA Measure	Severity 1	Penalty Rs.	Severity 2	Flat Penalty Rs.	Severity 3	Flat Penalty Rs.	Severity 4	Flat Penalty Rs.
*Response Time	30 Min		60 Min		2 Hours		4 Hours	
*Resolution Time	< 1 Hrs	Nil	< 4 Hrs	Nil	< 1 Days	Nil	< 3 Days	Nil
	> 1 & < 2 Hrs	15,000	> 4 & < 8 Hrs	10000	> 1 & < 5 Days	5000	> 3 & < 6 Days	1000
	Above 2 to 3 Hrs or part thereof	30,000	Above 8 Hrs	20000	Above 5 Days	10000	Above 6 Days	5000

Process to measure the SLA and Penalty:

Step 1: All problems/issues faced by users need to be communicated to Support helpdesk / Official Letter / E-Mail.

Step 2: Upon receipt of a complaint, to reproduce the problem Team would first contact the user via telephone/email and understand the problem. If required, visit will be made to the User's Desk.

Step 3: Upon confirmation of the problem, team resolved the Problem and Inform the User. If Problem is not under support team than support team contact to developer team and developer team would resolve the problem as per the SLA matrix provided above.

Step 4: Upon resolution of the problem, if Problem resolved by developer team they will inform the support team and support team will inform the concerned user.

Penalty Calculations

- Penalty calculations shall be calculated on accumulated non-compliance for all of the above SLAs.
- Total Time shall be measured on normal office hours of Government of Gujarat (10:30 AM to 6:10 PM on working days).
- Any planned downtime for maintenance shall be with prior written permission from WCD and must be intimated to all users.

Any availability/uptime requirements under SLA shall be subject to standard downtime, the time lost due to any of the following reasons will not be considered while calculating the availability/uptime requirement as per the SLA clause:

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

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

5.3.2.3 Development/Change during O&M Period

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

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

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

5.3.2.5 Operational Related Penalty for Handholding Support

SLA Measure	Target	Penalty Rs.
Manpower Availability: Non-reporting/ Unsanctioned Leaves/ Absent /Non-Replacement: (unavailability beyond the annual permissible leaves of absence without replacement)	Instances beyond admissible leaves	a) Project Manager: Penalty of Rs. 5,000 per day b) O&M team: Penalty of Rs. 3,000 per day

This penalty will be additional to nonpayment of man days cost for the said requirement.

- 1) The overall operational penalty on account of Non-Deployment of Proposed Resources or Manpower Availability is capped at 50% of Quarterly invoice amount. The penalties, if any, will be recovered against the quarterly payment invoice submitted by the SP.
- 2) The Bidder is not allowed to replace those resources whose profile has been submitted at the time of bidding process/Technical Presentation. Further in the event where the bidder is not able to retain the resources quoted in the bid, then the replacement must be pre-approved. For replacement, for every position, a panel consisting 3 times the number of positions shall be submitted. CWCD has a right to reject entire panel and seek substitute panel in the same 3 times proportion. Before replacing a resource, minimum two months' time to CWCD along with panel has to be given to choose the substitution from the panel else penalties and pro-rata deduction in the quarterly fees will be made. We encourage the successful bidder to have a preapproved backup of resources for substitution for each of the positions.
- 3) **Prior Intimated Leave of absence will be allowed:** 24 days per designated post in a Year. If a resource proceeding on leave or becoming absent is replaced with a resource approved by authority, then such substitution will not be treated as absence.
- 4) In exceptional cases, the tenderer may allow longer period of absence without penalty, provided prior approval is obtained.

Bidder has to submit the quarterly report of System Uptime; Support request received and resolved with required details and report on User Interface quarterly at the time of invoicing.

Form 1: Bid Proposal Form

Date:

Tender No:

To

Dear Sir,

Having examined the Bidding Documents including Addenda Nos. _____ (insert numbers, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to render "**Selection of Service Provider for Design, Development, Implementation and Maintenance of Integrated Enterprise System of Commissionerate of Women and Child Development (CWCD), Govt. of Gujarat.**" 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 CWCD.

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 _____

Form 2: Particulars of the Bidder's organization

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

Form 3: Bid Processing Fees & Earnest Money Deposit Details

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

Form 4: Financial strength of the bidder

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

5. Bill of Material

6. Technical Proposal: Approach, Methodology and Work Plan

7. Format of MAF (Applicable for Software OEM only)

Joint Undertaking by Original Equipment Manufacturer (OEM)/Developer and Bidder Authorization Form

No. _____ dated _____

To

Ref: Tender No. _____

Subject: _____

Dear Sir,

We, _____ who are established and reputed
developers/manufacturers of _____
having _____ development _____ center/ _____ factories _____ at
_____ (a
ddress _____ of _____ development _____ center/factory) _____ do hereby authorize _____ M/s.

(Name & Address of agent) to submit a bid, and sign the contract with you against above mentioned RFP.

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

If we go for COTS product, we agree to the fact that full IPR of the customized/developed solution for this project shall rest with the tenderer except the COTS, BI, OS and DB. Incremental IPR will be created during the Development process which will be since paid for by the tenderer; hence such IPR will rest in tenderer.

We agree to the fact that tenderer has right to retain customization layer and right for further development during the contract period and in future as well (perpetual for life). Therefore, tenderer will hold perpetual development and user rights for in-house use of the full solution/customized portion including full user rights on third party modules used as part of the SP's provided solution. This also agreed that tenderer will not have commercial rights to sale the product in open market.

Yours faithfully,
(Name)
(Name of manufacturers)

Yours faithfully,
(Name)
(Name of Bidder)

Note: This letter of authority should be on the OEM letter head jointly signed by a person's competent and having the power of attorney to bind the both OEM of COTS as well as Bidder. The Bidder in its bid should include it.

8. Financial Bid

Table 1: CAPEX

Sr. No.	Description	Total Amount (Rs.)	GST (%)
1	Design, Development/customization, Testing, Integration, Training & Implementation of Integrated Enterprise System & Mobile Application (as per the technical & functional scope of work, inclusive of all the cost such as one-time cost of software/application, OS, Database licenses other than the COTS for the entire contract duration)		
2	One-time cost of required COTS ^{##} license – Applicable only for COTS built solution		
Total of Table 1			

Table 2: OPEX

Sr. No.	Description	Total Amount (Rs.)	GST (%)
1	Cost of Operations and Maintenance support for Integrated Enterprise System & mobile app including continuous development team, help desk support, and O&M team for Technical support for Software Upgrades, Updates, patches, security updates, bug fixes etc. for the period of Seven Years from the date of Go-Live.		
2	Cost of ATS/AMC of system software like OS, Database licenses, other readymade software required for running of application for the period of 7 years		
3	Cost of ATS/AMC for COTS ^{##} licenses		
Total of Table 1			
Grand Total (Table 1 + Table 2)			

Note:

- Exclusive of GST, will be paid on actual as applicable at the time of invoicing.
- The bidder has to provide a detailed BoM defining each and every line item, sub components along with its pricing quoted separately.
- ^{##} COTS refer here for Platform OEM only and is applicable for Bidders proposing COTS solution only. In case of open Source ERP solution, it must be filled as Zero as entire one-time cost of solution will be included in Source ERP solution
- The bidder has to provide single ERP/COTS product with required supporting documents, in the technical solution document.

9. Performance Bank Guarantee

(To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.

Date:

To

Name & Address of the CWCD/Purchaser/Indenter

Dear Sir,

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

..... having Principal Office at

..... (hereinafter referred to as the "SELLER" which expression shall

unless repugnant to the context or meaning thereof include their respective successors, administrators,

executors and assigns) the supply of _____ by issue of Purchase Order No.....

Dated issued by Gujarat Informatics Ltd. ,Gandhinagar for and on behalf of the OWNER/PURCHASER

and the same having been accepted by the SELLER resulting into CONTRACT for supplies of

materials/equipments as mentioned in the said purchase order and the SELLER having agreed to provide a

Contract Performance and Warranty Guarantee for faithful performance of the aforementioned contract

and warranty quality to the OWNER/PURCHASER, _____ having Head

Office at (hereinafter referred to as the 'Bank' which expressly shall, unless repugnant to the context or

meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to

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

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

Any such demand made by the OWNER/PURCHASER on the Bank shall be conclusive and binding

notwithstanding any difference between Tribunals, Arbitrator or any other authority.

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

OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be

enforceable till the OWNER/PURCHASER discharges this guarantee. OWNER/PURCHASER shall have the

fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time

to extend the time for performance by the SELLER of the aforementioned CONTRACT. The OWNER/

PURCHASER shall have the fullest liberty, without affecting this guarantee, to postpone from time to time

the exercise of any powers vested in them or of any right which they might have against the SELLER, and to

exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants

contained or implied, in the aforementioned CONTRACT between the OWNER/PURCHASER and the SELLER

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

The Bank shall not be released of its obligations under these presents by any exercise by the

OWNER/PURCHAER of its liability with reference to the matters aforesaid or any of them or by reason or

any other acts of omission or commission on the part of the OWNER/PURCHASER or any other indulgence

shown by the OWNER/PURCHASER or by any other matter or things.

The Bank also agree that the OWNER/PUCHASER at its option shall be entitled to enforce this Guarantee

against the Bank as a Principal Debtor, in the first instance without proceeding against the SELLER and not

withstanding any security or other guarantee that the OWNER/PURCHASER may have in relation to the

SELLER's liabilities.

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs.

_____ (Rupees _____) and it shall remain in force up to and

including _____ and shall be extended from time to time for such period as may be desired by the SELLER on whose behalf this guarantee has been given.

Dated at _____ on this _____ day of _____ 2019

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &

Its official Address

List of approved Banks:

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

10. Format of Earnest Money Deposit in the form of Bank Guarantee

Ref: Bank Guarantee No.
Date:

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

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the **Tender no: SW06082019182** for **“Selection of Service Provider for Design, Development, implementation and Operation & Maintenance of Integrated Enterprise System for Commissionerate of Women and Child Development (CWCD), Govt. of Gujarat”** KNOW ALL MEN by these presents that WE -----
----- having our registered office at ----- (hereinafter called "the Bank") are bound unto the _____, Gujarat Informatics Limited in the sum of -----
----- for which payment well and truly to be made to Gujarat Informatics Limited , the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this ----- day of -----2019.

THE CONDITIONS of this obligation are:

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 _____ 2019.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &
Its official Address

List of approved Banks:

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

11. Self-Declaration

The

Sir/Madam,

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

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

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

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

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

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

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

We have not been under a declaration of ineligibility for corrupt and fraudulent practices, and / or black-listed or debarred in last 5 years at the time of bidding by any Government Department / State Government / Government of India / Board / Corporation / Government Financial Institution in context to purchase procedure through tender. We have not imposed any condition in conflict with the tender condition if it is found it should be treated as withdrawn.

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

We have not breached/violated any contractual conditions so far to any of the Govt. Department or its PSU. In case any of the above statements made by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD and / or PBG and / or cancel the award of contract

Dated this _____ day of _____ 2019

Signature: _____

(in the Capacity of) : _____

Duly authorized to sign bid for and on behalf of

Note: This form should be signed by authorized signatory of bidder

12. FORMAT OF AFFIDAVIT

(TO BE SUBMITTED PHYSICALLY)

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

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

- 1) All General Instructions, General Terms and Conditions, as well as Special Terms & Conditions laid down on all the pages of the Tender Form, have been read carefully and understood properly by me which are completely acceptable to me and I agree to abide by the same.
- 2) I / We have submitted following Certificates / Documents for T.E. as required as per General Terms & Conditions as well as Special Terms & Conditions of the tender

Sr. No.	Name of the Document
1	
2	

- 3) All the Certificates / Permissions / Documents / Permits / Affidavits are valid and current as on date and have not been withdrawn / cancelled by the issuing authority.
- 4) It is clearly and distinctly understood by me that the tender is liable to be rejected if on scrutiny at any time, any of the required Certificates / Permissions / Documents / Permits / Affidavits is / are found to be invalid / wrong / incorrect / misleading / fabricated / expired or having any defect.
- 5) I / We further undertake to produce on demand the original Certificate / Permission / Documents / Permits for verification at any stage during the processing of the tender as well as at any time asked to produce.
- 6) I / We also understand that failure to produce the documents in "Prescribed Performa" (wherever applicable) as well as failure to give requisite information in the prescribed Performa may result in to rejection of the tender.
- 7) My / Our firm has not been banned / debarred / black listed at least for three years (excluding the current financial year) by any Government Department / State Government / Government of India / Board / Corporation / Government Financial Institution in context to purchase procedure through tender.
- 8) I / We confirm that I / We have meticulously filled in, checked and verified the enclosed documents / certificates / permissions / permits / affidavits / information etc. from every aspect and the same are enclosed in order (i.e. in chronology) in which they are supposed to be enclosed. Page numbers are given on each submitted document. Important information in each document is "highlighted" with the help of "marker pen" as required.
- 9) The above certificates / documents are enclosed separately and not on the Performa printed from tender document.

- 10) I / We say and submit that the Permanent Account Number (PAN) given by the Income Tax Department is _____, which is issued on the name of _____ [Kindly mention here either name of the Proprietor (in case of Proprietor Firm) or name of the tendering firm, whichever is applicable].
- 11) I / We understand that giving wrong information on oath amounts to forgery and perjury, and I/We am/are aware of the consequences thereof, In case any information provided by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD/PBG/cancel the award of contract. In this event, this office reserves the right to take legal action on me/us.
- 12) I / We have physically signed & stamped all the above documents along with copy of tender documents (page no. ---- to --).
- 13) I / We hereby confirm that all our quoted items meet or exceed the requirement and are absolutely compliment with specification mentioned in the bid document.
- 14) My / Our Company has not filed any Writ Petition, Court matter and there is no court matter filed by State Government and its Board Corporation, is pending against our company .
- 15) I / We hereby commit that we have paid all outstanding amounts of dues / taxes / cess / charges / fees with interest and penalty.
- 16) In case of breach of any tender terms and conditions or deviation from bid specification other than already specified as mentioned above, the decision of Tender Committee for disqualification will be accepted by us.

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

Date:

Stamp & Sign of the Tenderer

Place:

(Signature and seal of the Notary)