

Government of Chhattisgarh

General Administration Department

*Appointing a Turnkey Solution Provider for Computerisation
of the General Administration Department*

General Administration Department,
R.No. 123, DKS Bhawan, Mantralaya, Raipur
Ph No: 0771-4080923 FAX No 0771-2221111

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TENDER NOTICE

**GENERAL ADMINISTRATION DEPARTMENT,
GOVERNMENT OF CHHATTISGARH, MANTRALAYA, RAIPUR.**

**Invitation of Sealed Tenders for
Appointing a Turnkey Solution Provider for Computerisation of the General Administration
Department**

General Administrative Department invites offers from agencies / companies working on computerisation projects involving large scale data processing and data analysis in India. **The offer document is available for downloading on the official Website of Govt. of Chhattisgarh viz www.chhattisgarh.gov.in**

Sr. No.	Description	Cost of Tender
1.	<i>Appointing a Turnkey Solution Provider for Computerisation of the General Administration Department, Government of Chhattisgarh, Mantralaya Raipur</i>	Rs.250/- in the form of Demand Draft in favour Under Secretary (Registrar), General Administration Department .Mantralaya Raipur (Non Refundable)

Tender will be accepted up to 17.00 Hrs. on 20/2/2008. The General Administrative Department reserves the right to accept or reject any/all Tender offer without assigning any reason.

Tender offers will be opened in the presence of tenders or the tenderer's authorised representative at 12.00 Hrs on 21/2/2008 in the Room No. 360 , Mantralaya, DKS Bhawan Raipur-

N.K.Bhattar
Under Secretary (Registrar)
General Administrative Department
Dated 18 /01/2008

SCHEDULE

Tender Reference.	
Sale of Tender documents.	Please visit Govt. Web Site: www.chhattisgarh.gov.in
Price of Tender Document.	Rs. 250/- in the form of Demand Draft (Non refundable)
Pre-bid Conference.	12/2/2008 at 11.00 hrs. Venue: Mantralaya DKS Bhawan Raipur Meeting Hall No. 360
Last Date and Time for submission of sealed tender offers up to.	20/2/2008 up to 17.00 hours
Time and Date of Opening of tender offers.	21/2/2008 at 12.00 hours
Place of Opening tender offers	Room NO. 360, DKS Bhawan, Mantralaya, Raipur, Chhattisgarh .
Address for Communication	Under Secretary (Registrar) General Administration Department, Room No.123, DKS Bhawan, Mantralaya, Raipur, Chhattisgarh
Contact Person	N.K.Bhattar , Under Secretary (Registrar), General Administration Department, Room No. 123, Mantralaya, Raipur (C.G). Telephone - 0771-4080923, Fax - 0771-2221111

No.: 14-32/GAD/R/U/2007
General Administration Department
Room No. 123, DKS Bhawan, Mantralaya,
Raipur – 400 051. Chhattisgarh

Date: 18 /01 /2008

Invitation of sealed tender for Project Monitoring System

General Administration Department Govt. of Chhattisgarh invites offers from the agencies/companies providing Turn Key Solution involving supply of required, package software having experience in large scale data processing, data analysis, software development and training in India.

The last date of tender submission is 20/2/2008 up to 17.00 hours For complete details can be visited on Govt. of C.G. Website : **www.chhattisgarh.gov.in**

Sd/--
(N.K.Bhattar)
Under Secretary(Registrar)
General Administration Department
Government of Chhattisgarh.

Introduction to the Project , Concept and scope of work

The General Administrative Department of Govt. of Chhattisgarh Desires to appoint a Turnkey Solution Provider for a period of 2 years for computerisation of General Administrative Department.

1). Introduction

The General Administration Department (GAD) is the co-ordinating department for all other departments in the Mantralaya. It is entrusted with many important responsibilities including the establishment of the Mantralaya staff, the Indian Administration Service (IAS) staff, and the State Administration Service (SAS) staff along with the matter relating to honourable Governor, Ministers. It has the authority to form rules pertaining to the administration of the state. It has the responsibility for publishing and circulating paripatra (circulars), paramarsh-patra (guidelines and suggestions) it relating to recruitment , Seniority ,promotion and all other service matters from time to time for all other departments.

2). Nature of Work.

The Data Processing work undertaken at the Department mainly relates to the personnel policies and human resources. It defines the general recruitment rules and standards of level of education and skills for the different positions, general promotion and transfer guidelines and, together with the Department of Finance, it defines, salary structure and policy

The main function of the General Administration Department is divided into following sections which is as follows:

- 1) Management of IAS staff allocated to the state of Chhattisgarh,
- 2) Management of the Chhattisgarh State Administrative Services staff,
- 3) Management of the Mantralaya Class I to IV staff,
- 4) Framing, clarification and imposing of rules regarding recruitment, promotions, carrier advancement civil services conduct rules, procedure of conduct, punishment etc,
- 5) Maintenance of Accounts, Files, Records, Library and Budgetary works etc,
- 6) Matters relating to Public Grievances, Right to Information and Gram Swaraj Abhiyan etc.
- 7) Matters relating to allocation of employees and properties between madhya Pradesh and Chhattisgarh,
- 8) Matters relating to employees unions and their registration and meetings to look in to their general demands and grievances etc.

3) Vision of the GAD.

To build an effective & efficient Decision Support System capable of providing analytical & timely information to the Planning Department, other Departments of the State & Central Governments, research institutes, academicians & public at large.

4) Scope of Work

To accomplish the vision, as one of the steps, the General Administration Department of Govt. of Chhattisgarh Desires to appoint a Turnkey Solution Provider for computerisation of the General Administration Department

The scope of work for this purpose would be as follows:-

(A) System Requirement Study (SRS)

- i. To study present system & working of the General Administration Department, Government of Chhattisgarh, with respect to method of collection of raw data, consolidation of the raw data, converting raw data into electronic format, validations, report generation and presentation (including publications) of the data.
- ii. To study the formats and volume of the legacy data available with the GAD for smooth migration into the new system. The TSP would be required to prepare & submit SRS & detailed project report before actual execution of work.
- iii. The SRS study should take into account the database existing in the General Administration Department covering financial aspects of personnel administration and be combined with that one.
- iv. The Consultant will study in detail complete project including following components to enable proper comprehension for further analysis purposes.
 - • Concept
 - • Methodology
 - • Service Basket (services to be included in the package)
 - • Technical Design and Application Software
 - • Service Delivery Model
 - • Enterprise Model
 - • Implementation Plan

(B) Supply, Installation & Commissioning Software

System dimensioning of software will have to be done based on System Requirement Study & present database available with the institutions and further provisions for upgradation to meet the objectives. MIS solution is proposed for catering the need of entire above stated institutions and the solution should expressively provide for optimal utilization of existing hardware resources deployed in the department.

Front End tool is at the discretion of solution provider. Application should be designed using web technology and the same should be usable in internet/intranet.

(C) Implementation:

1. On the basis of the System Requirement Study (SRS), software will be developed allowing a comprehensive view in real time of the situation of PA personnel in the districts and at central level for all departments. The software should be such that GAD personnel can use it with a limited upgrading of computer skills.

2. The successful tenderer will have to develop suitable data entry module & process the data. The standard report formats shall be provided to the successful tenderer. The reports generated after processing this data shall have to be statistically analysed & published on the portal.
 3. Tenderer will have to hand over the source code along with user guide and manuals to GAD after completion of the project at free of cost.
 4. It may be noted that all the application should have facilities of online segregating, aggregating information and extracting reports. The successful tenderer will have to develop database driven application as detailed above within a period of 6 months from the date of issue of the work order.
 5. As stated in the tender document, Turn Key Solution Provider shall be appointed for a period of 2 years. The date of award work order will be together as first day of contract. It will be the responsibility of the successful tenderer to maintain all customized software packages developed by him initially. For maintenance of such customized software's during the contract period no additional payments shall be made by the purchaser. In addition to this the appointment of the successful tenderer is on Turn Key basis, therefore, the successful tenderer will have to critically review the complete system periodically, fine-tune the system, carry out necessary modifications in the customized software's during the contract period & maintain them. In the event of release of updates & upgrades by the OEMs, the successful tenderer shall update & upgrade the system from time to time free of cost.
- Software should support both Hindi and English at form level-some forms and MIS reports will be Bi-lingual (label's only and not data). Data to be stored in English Only. Application should be UNICODE Compliance(Hindi)

6 Training:

The tenderer will have to accomplish the tasks mentioned in scope of work in association with these programmers and simultaneously impart in-depth training on RDBMS, application developments. RDBMS should be Oracle. The training shall be mainly on utilising technologies procured in the tender process. This shall be mainly of hand holding and basic in nature.

The training schedule, syllabus and identification of the trainers shall be done at the later stage by the GAD in consultation with the successful tenderer.

Time Schedule

The Turn key solution provider will have to synchronize various activities and adhere to the following time schedule:-

a) Study phase and preparation of system Design document:-

The study phase as mentioned in 'Scope of Work (A)' should be completed within 6 weeks from the date of signing of the contract.

b) Development & Customisation of the S/W.

Development & Commissioning of the Comprehensive Database driven portal, customized softwares and statistical packages as mentioned under “Implementation” in the scope of work. This task should be completed within 6 months from the date of issue of work order.

c) Imparting training (with adequate copies of training material)

As regards training to officers, the detail training programme shall be finalised by the GAD in consultation with the successful tenderer. The turnkey solution provider will provide manpower to feed historical data and train personnel.

1. Period of Contract:

The agreement with the TSP will be valid for a period of 2 years from the date of signing of the contract.

2. Cost of Tender Document:

A complete set of tender document can be downloaded from the Website of Government of Chhattisgarh www.chhattisgarh.gov.in, Such downloaded form should be accompanied by Demand draft of Rs250/- of any Commercial bank having branch at Raipur drawn in favour of ‘Under Secretary(Registrar) , General Administration Department, Raipur, Government of Chhattisgarh’ at the time of submission of the tender.

3. Cost of Tender:

The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Purchaser will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

4. Non-transferable Tender:

The tender document is not transferable.

5. Completeness of Tender Offer:

The Tenderer is expected to examine all instructions, forms, terms, conditions and deliverables in the Tender Documents. Failure to furnish all information required by the tender documents or submission of a tender offer not substantially responsive in every respect to the tender documents will be at the Tenderer 's risk and may result in rejection of its tender offer. The tender offer is liable to be rejected outright without any intimation to the Tenderer if complete information as called for in the tender document is not given therein, or if particulars asked for in the Forms / Proforma in the tender are not fully furnished.

6. Two Bid System Tender:

The offers shall be in two separate parts containing Technical and Financial Offers. Two separate sealed envelopes containing the Technical and Commercial offers respectively should be enclosed together in a larger envelope, sealed and superscripted with the Tender Reference Number and Name of Tenderer. All two inside envelopes should be separately

securely sealed and stamped. The sealed envelopes must be super-scribed with the following information:-

- ⌚ Type of Offer (Technical or Financial)
- ⌚ Tender Reference Number
- ⌚ Name of Tenderer

Please note that commercial offer will only be considered if the bidder fulfil all qualification criteria listed at para 9A.

7. Envelope - I (Technical Offer):

The Technical Offer (T.O.) should be complete in all respects and contain all information asked for, except prices. It should not contain any price information. The T.O. should indicate whether services asked for are quoted, and that all requirements therefore are quoted.

The format for submission of Technical Offer is as follows:

- i. Index
- ii. Tender Offer Form (Annexure A) duly filled in.
- iii. An identification sheet (name or business name, legal status, contact person etc.).
- iv. Declaration of the Tenderer that they agree with the Terms & Conditions of the Tender by signing each sheet of the tender document.
- v. Earnest Money Deposit (Bid Security Form (Annexure E))
- vi. The bidder should give approach paper and outline of the solutions giving brief account of understanding of the project requirements, important issues for the project. The bidder should also give details about implementation plan synchronizing various activities required to be undertaken in the project. It may be noted that the time schedule given in this tender document and proposed plan given in this tender document needs to be in-tune.
- vii. All the necessary documents substantiating fulfillment of eligibility as per Qualification criterion mentioned below. (See para 9).

The **Technical Offer** must be submitted in an organized and neat manner. No documents, brochures, etc. should be submitted in loose form. All the pages should be serially numbered. **The Technical Offer shall be submitted in duplicate.**

8. Earnest Money Deposit

Tenderer will be required to give Rs. 50000 (Fifty thousand) as Earnest Money Deposit in the form Bid Security Form (**BSF- Annexure E**) of along with their offer. Unsuccessful Tenderer's EMD will be discharged / returned within 30 days after the expiry of the period of tender offer validity prescribed by the GAD. The successful Tenderer will have to submit of 3 lakhs (three lakhs) Bank Guarantee as performance security in the format specified in Annexure G. Offers made without EMD in form of Bid Security Form will be rejected. The Bank Guarantee must be of a commercial bank having its branch at Raipur. Bid security will be discharged upon the Tenderer executing the Contract and furnishing the Security deposit/performance security in the form of Bank Guarantee.

Bid security will be discharged upon the Tenderer executing the Contract and furnishing the Security deposit/performance security in the form of Bank Guarantee.

The bid security may be forfeited if a Tenderer withdraws its tender during the period of bid validity or in case of a successful tenderer, if the Tenderer fails:

- (i) To sign the contract in accordance with the terms and conditions
- (ii) To furnish performance security as specified in the terms and conditions

9A. Qualification Criteria (QCR)

The Tenderer shall furnish, as part of its tender offer, documents establishing the Tenderer's eligibility to participate in the tender and its qualifications to perform the contract. Consortium, Joint Venture, Business partnership is allowed. However, the tender shall be submitted by the Lead / Principal bidder & the Principal / Lead bidder shall be solely responsible for proper execution of the contract. The Lead / Principal bidder shall declare type of partnership, joint venture, MOU etc. in the Tender document. As the General Administration Department Desires to appoint a TSP for the computerisation, it is binding on the tenderer to quote for all the items mentioned in the Tender document. The partial bids shall be summararily rejected.

1. The documentary evidence of the Tenderer's qualifications to perform the Contract shall establish to the tendering authority's satisfaction that the Tenderer is eligible as per the criteria mentioned below.
2. The tenders should be either a Public Sector Undertaking or any Company registered under Companies Act 1956.
3. The total turnover of the tenderer for the last 3 financial years i.e. 2004-05, 2005-06, 2006-07 should be more than **Rs.15** crores during each financial year. In case of consortium each partner must have turn over of Rs. 15 crore each during each financial year.
4. Should possess Sales tax clearance certificate (ST / CST) **or** must produce sales tax challan of immediate last four quarter
5. The bidder must have office in Raipur.
6. The tenderer should have at least 2 years of experience of e-governance Project any State Government and must have familiarity with the Government functions.
7. The tender should have atleast single order of Rs. 5 crores from Govt organization.

9B. Documents establishing Tenderers eligibility & qualification i.e parameters for Technical Evaluation:-

The tenderers are requested to meticulously note the Qualification criterion & various clauses mentioned in the tender document. The following documents should be submitted in the Envelop I i.e. Technical Offer. These documents shall be the basis for technical evaluation & on this parameters the technical evaluation of the tender shall be carried out by the committee.

1. Tender fees in the form of demand draft.
2. Audited balance sheets clearly highlighting turnover of the company is exceeding Rs.15 crore during last 3 financial years as mentioned at Sr.No.3 of 9A above. In case of consortium each partner audited balance sheets clearly highlighting turnover of each company exceeding Rs.15 crore during last 3 financial years as mentioned at Sr.No.3 of 9A above
3. Copies of the work order & satisfactory completion of projects costing at least 5 crore as mentioned at sr.no. 7 of para 9A above by the principal bidder.
4. Write-up covering points mentioned in the Scope of work giving brief outline of the proposed methodology & timeframes.
5. Details of personnel proposed to be deployed for this project. The bidder should give profiles of the key people who will be exclusively associated with the project and escalations. The format for the same is given at Annexure H.

6. Office address details in Chhattisgarh along with Contact person and head of the office details. Telephone, Fax numbers, e-mail addresses should be given.
7. EMD Rs. 50,000 in Bid Security Form (Annexure E)
8. Bank Guarantee towards EMD for Rs 3,00,000.
9. Power of Attorney in favour of the person signing the bids.
10. Affidavit of the tenderer that he has quoted for all the items mentioned in the tender document on Rs. 100/- stamp paper.
11. Details of lead/principal bidder regarding type of partnership /Joint venture , consortium, MOU, if any.
12. Sales Tax clearance certificate or ST Challan of immediate last four quarter.

10. Envelope-II (Commercial Offer):

The Commercial Offer must be given in a sealed envelope. The price bid should not contradict the Technical Offer in any manner.

11. How to quote Prices.

Tenderer should submit their prices only in the Bid Form (Annexure - D) given in the tender; price quoted other than the bid form shall be liable to be rejected. The Bid Form must be filled in completely, without any errors, erasures or alterations. For the purpose of calculating the bid value, the sum of cost against **A. Development Cost** referred in the Annexure D will be considered.

12. Signing of Tender Offers

The original and a copy of the Tender Offer shall be typed or written in ink and shall be signed by the Tenderer or a person or persons duly authorized in writing to bind the Tenderer to the Contract. Power-of-attorney accompanying the tender offer shall indicate such authorization. All pages of the Tender Offer, except for an amended printed literature, shall be initialled by the person or persons signing the Tender Offer. This will be in two different envelopes. The Tender Offer shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Tenderer, in which case the person or persons signing the offer shall initial such corrections.

13. Erasures or Alterations

Offers containing erasures or alterations will not be considered. There should be no handwritten material, corrections or alterations in the offer. Technical details must be completely filled up. Filling up of the Technical Detail Form using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. The Purchaser may treat offers not adhering to these guidelines as unacceptable.

14. Costs and Currency:

The offer must be given in Indian Rupees only, & shall be inclusive of the following:

- ⌚ Cost of the development of software
- ⌚ Installation and commissioning charges

- ⌚ Warranty charges & maintenance charges.
- ⌚ Services.
- ⌚ All the efforts required for compliance of the tender conditions, scope the work, contract obligations, additional offers submitted by the tenderer over & above mentioned in the tender document.
- ⌚ All taxes and levies except Octroi.
- ⌚ **The Indenter will provide necessary Octroi Exemption Certificates if demanded. If Octroi Exemption Certificate cannot be given, the Octroi will be borne by the consignee.**

15. Fixed Price

The Commercial Offer shall be on a fixed price basis, inclusive of all taxes Price quotation accompanied by vague and conditional expressions such as "subject to immediate acceptance", "subject to confirmation", etc. will be treated as being at variance and shall be liable for rejection.

16. Submission of Tender Offers

Sealed Tender offers shall be received by the General Administration Department at the address specified above not later than the time and date specified in the invitation for Tender offers. In the event of the specified date for the submission of tender offers being declared a holiday, the offers will be received up to the appointed time on the next working day. The GAD may, at its discretion, extend this deadline for submission of offers by amending the Tender Documents, in which case all rights and obligations of the purchaser and tender previously subject to the deadline will thereafter be subject to the deadline as extended. Telex, cable or facsimile offers will be rejected.

17. Late Tender Offers.

Any tender offer received by the purchaser after the deadline for submission of tender offer prescribed by the GAD, pursuant to the clause above, will be rejected and / or returned unopened to the Tenderer.

18. Modification and Withdrawal of Offers.

The Tenderer may modify or withdraw his offer after its submission, provided that written notice of the modification or withdrawal is received by the GAD prior to the closing date and time prescribed for submission of offers. No offer can be modified by the Tenderer, subsequent to the closing date and time for submission of offers.

19. Preliminary Scrutiny

Prior to the detailed evaluation, the GAD will determine the substantial responsiveness of each offer to the tender documents. For purposes of these Clauses, a substantially responsive bid is one, which confirms to all the terms and conditions (including QCR) of the Tender Documents without material deviations. The GAD's determination of an offer's responsiveness shall be based on the contents of the tender offer itself without recourse to extrinsic evidence. The GAD will scrutinize the offers to determine whether they are complete, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether the offers are in order. A tender offer

determined as not substantially responsive will be rejected by the GAD, and the commercial bid for such Tenderer will not be opened. The GAD may waive any minor infirmity or irregularity in a tender offer, which does not constitute a material deviation. This shall be binding on all Tenderers and the GAD reserves the right of such waivers.

20. Clarification of Offers

To assist in the scrutiny, evaluation and comparison of offers, the GAD may, at its discretion, ask some or all Tenderers for technical clarification of their offer. The request for such clarifications and the response shall be in writing. To speed up the tender process, the GAD, at its discretion, may ask for any technical clarification to be submitted by means of facsimile by the Tenderer. In such cases, original copy of the document describing the technical clarifications must be sent to the GAD by means of courier / in person.

21. Evaluation Criteria.

The Committee constituted by the GAD will evaluate technical bids. The evaluation of the technical bids shall be based on the technical compliances of the parameters mentioned at para 9B of this tender document. The decision of the committee will be final.

22. Short-listing of Tenderers

The GAD will short-list technically qualifying Tenderers as per above Evaluation Criterion. The commercial offers of only short listed tenderers will be opened.

23. Completion of Compliance of Tender Conditions and Stipulations, Price Comparisons.

The GAD will evaluate and compare tender offers of tenderers previously short-listed and determined to be substantially responsive. After opening Commercial Offers of the shortlisted Tenderers, if there is a discrepancy between words and figures, the amount indicated in words will prevail.

24. GAD's Right to Accept Any Offer and to Reject Any or All Offers.

The GAD reserves the right to accept or reject any tender offer, and to annul the tendering process and reject all tenders at any time prior to award of contract, without thereby incurring any liability towards the affected Tenderer(s) or any obligation to inform the affected Tenderer(s) of the grounds for the purchaser's action. The GAD reserves the rights to alter, amend, modify, or change any of the terms and conditions mentioned herein above.

25. No commitment to accept lowest or any tender

The GAD shall be under no obligation to accept the lowest or any other offer received in response to this tender notice.

26. Corrupt or fraudulent Practices

The GAD requires that the Tenderers under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser defines the terms set forth as follows:-

“Corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of the public official in the procurement process or in contract execution; and “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of the Purchaser, and include GAD collusive practice among Tenderers (prior to or after bid submission) Designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of the free and open competition;

The Purchaser will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. The Purchaser will declare a Tenderer ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Tenderer has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

27. Signing of Contract

At the same time as the GAD notifies the successful Tenderer that its tender offer has been accepted the Purchaser will send the Tenderer the Contract Form (Annexure F) provided in the Tender Documents, incorporating all agreements between the parties. Within 10 days of receipt of the Contract Form, the successful Tenderer shall sign and date the contract and return it to the GAD.

TERMS AND CONDITIONS OF THE CONTRACT

1. Security Deposit / Performance Guarantee: -

The successful Vendor shall furnish Security Deposit of Rs. 50,000 as a performance guarantee in the form of Bank Guarantee within Fifteen days from issue of the notification of award / Letter of intent from the GAD. This bank guarantee should be valid for a period of 60 Months from the date of issue of such notification or letter. On extension of the contract the successful Tenderer will have to extend the validity of this bank guarantee for the period for which extension has been awarded. The Proforma of the performance guarantee is given at **Annexure G (PSF)**

2. Payment Terms:

A) Towards SRS & Software Development

- 2% of the ordered value (excluding the reimbursement towards the cost of system implementation) against the issue of the notification of the award not exceeding the value of the performance guarantee.
- 20% of the ordered value against the approval of SRS (software requirement study) by GAD not exceeding the cost of SRS.
- 68 % of the ordered value of all software on successful installation, commissioning of complete system
- 10 % after completion of period of 2 years from the actual date of commissioning of complete system.

(It may be noted that the cost of the s/w in the price schedule should be with 2 years update and upgrades support & annual payment is subject to satisfactory performance of system & support therefore).

B) Towards System Implementation

Payment for manpower will be reimbursed as quarterly basis. Payment on receipt of invoice duly verified by the GAD authority on the rate agreed in the contract.

3. Penalty:- All the activities mentioned in the Scope of Work –A “ relating to study of the present systems, system analysis, submission of project report should be completed within 6 weeks. Per week delay will attract penalty @ Rs. 5000/- .

- As stated in the Implementation Phase, converting & processing legacy data, processing current data, publishing same on the portal, Statistical Analysis using Statistical tools etc. should be completed within 8 months from the date of issue of the work order. The delay beyond 8 months will attract penalty @ Rs. 10,000/- per month. The penalty if any, so calculated shall be deducted from payable amount.

The maximum penalty will be 25 % of the contract value. **As soon as the value of the penalty reaches maximum penalty i.e. 25%, the purchaser reserves a right to terminate the contract.** However, if the delay is caused due to unavoidable circumstances or the circumstances for which the tenderer is not responsible, then the penalty shall not be levied by the GAD. Further, the tendering authority reserves the right to waive the penalty.

4. Termination of contract: -

Either side may terminate the contract by 30 days written notice.

5. Confidentiality: -

Any information pertaining to the Govt. of Chhattisgarh or any other agency involved in the project, matter concerning GOI or with the agency that comes to the knowledge of the vendor in connection with this contract will be deemed to be confidential and the contractor will be fully responsible for the same being kept confidential and held in trust, as also for all consequences of its concerned personnel failing to do so. The vender shall ensure due secrecy of information and data not intended for public distribution. The affidavit to that effect should be submitted along with security deposit.

6. Arbitration: -

All disputes, differences, claims and demands arising under the contract shall be referred to arbitration of a sole arbitrator to be appointed by the mutual consent. All arbitrations will be held in Raipur.

7. Legal Jurisdiction: -

All legal disputes are subject to the jurisdiction of Raipur courts only.

Annexure A – TENDER OFFER FORM (TOF)

Date: _____2008

Tender Reference No.: _____

To: (Name and address of Indenter)

Having examined the tender documents including all Annexure's the receipt of which is hereby duly acknowledged, we, the undersigned, offer to work as TSP as required by GAD in conformity with the said tender document.

We undertake, if our tender offer is accepted, to commence Contract within 10 days from the date of receipt of your Notification of Award.

If our tender offer is accepted we will obtain the guarantee of bank in a sum of Rs _____ for the due performance of the Contract during the Contract periods.

We agree to abide by this tender offer for a period of **Six** months and 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 tender offers, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

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

Dated this ____ day of _____2008

Signature: _____

(In the Capacity of:) _____

Duly authorized to sign the tender offer for and on behalf of

Annexure B – DETAILS OF TENDERER

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

Sr. No.	Item	Details
1.	Name of the Company	
2.	Mailing Address	
3.	Telephone and Fax numbers	
4.	Constitution of the Company	
5.	Name of the Managing Director	
6.	Brief Description of facilities related to the scope of work mentioned in this tender document.	

Date: _____

Place: _____

Signature of the tenderer

Annexure C – Performance Statement (P)

(For a period of last two years)

Name of the Firm _____

Order Number and date	Order Placed by (full address of organisations)	Description of services rendered.	Value of order in Rupees.	Date completion of Contract		Remarks Indicating for reasons for late delivery, if any	Are the projects satisfactorily functioning
				As per contract	Actual		

Date: _____

Place: _____

Signature of the tenderer

Annexure D – PRICE SCHEDULE (PS)

Serial No.

Tender Reference No.

Last Date and Time for submission of tender offers: _____ up to _____ Hrs

Time and Date of Opening of tender offers: _____ at _____ Hrs

Please note that the bidder should quote the prices in the following format.

FORMAT TO BE FOLLOWED FOR THE BID (TO BE KEPT IN SEPARATE SEALED ENVELOPE NO. II)

A. Development Cost

Sno.	Cost Item	Cost in Indian Rupees
1.	Cost of System Requirement Study	Rs. _____ in figures
Rs. _____ In words		
2.	Software development (including training cost)	Rs. _____ in figures
Rs. _____ In words		

B. Manpower Rate for System Implementation.

The rate should be quoted for per person as per the skill set defined. **However, the wage should not be less than the minimum wage prescribed by the Government or prevailing in market for particular / similar type of skill / job.** Other terms and condition with regards to manpower supply is described in Annexure D(1). Actual Number of manpower deployment will be decided and agreed mutually upon the submission of SRS by the bidder.

S.No.	Man power	Scope of the job to be attended	Rate per Man Month
1.	Data Processing Officer	This officer will monitor the operations and resolving the technical problems if at all any arise and performing backup operations.	
2.	Data Entry Operator	Operators shall perform the keying operations to capture data and generate reports. The operators must be familiar with vernacular keyboard.	

Annexure D(1) – Terms & Condition for Supply of Manpower

- 1) The tender must be accompanied with the following documents.
 - Photocopy of E.P.F. Registration.
 - Photocopy of Service Tax Registration.
- 2) The Computer Data Entry Works should be done only in the premises of GAD Office and its subordinate offices.
- 3) The bidder will submit his daily output of work to authorised officer incharge of GAD.
- 4) The bidder entrusted with job will not divulge any information to any party other than authorised nominee of GAD and ensure maintenance of secrecy and security of the records and equipments.
- 5) The bidder will supply the bio-data of his staff deputed for data entry work within actual commencement of work.
- 6) GAD authority reserves of the right to change the place of duty of any computer data entry operator of bidder. It also has right to ask for replacement if a particular computer data entry work is not found to be carrying out the work functions effectively.
- 7) The computer data entry work staff shall be found to follow all instructions issued by the GAD authority concerning general discipline and behaviour.
- 8) The bidder should be employed with all the statutory provisions as regards computer data entry work staff to be deployed by them in respect of minimum wages under the Labour Act. The bidder shall produce the same on demand to GAD authority.
- 9) The GAD authority shall not be responsible financially otherwise for any injury/incident to the duties of computer data entry.
- 10) The Bidder shall not replace/change any staffs of computer data entry work without prior permission of GAD authority.
- 11) The bidder shall not grant any leave to computer data entry staff without prior permission of GAD authority.
- 12) The GAD will not responsible to pay extra remuneration in addition to rate accepted to successful tenderer.
- 13) The bidder should deposit the amount of EPF of Data entry operators regularly against their EPF Account numbers and should submit the copy of deposit receipt and schedule to GAD.
- 14) The bidder will maintain the acquaintance Roll /payment register of wages, EPF deposit register and service tax deposit register for time to time checking by GAD.
- 15) The rate should be quoted for per person as per the skill set defined. **However, the wage should not be less than the minimum wage prescribed by the Government or prevailing in market for particular / similar type of skill / job.** Other terms and

condition with regards to manpower supply is described in Annexure D(1). Actual Number of manpower deployment will be decided and agreed mutually upon the submission of SRS by the bidder.

Date: Annexure E –BID SECURITY FORM (BSF)

Whereas _____(hereinafter called "the Tenderer")
has submitted its tender offer dated _____2008 for the supply of
_____(hereinafter called "the tender")

KNOW ALL MEN by these presents that WE _____
_____ of _____ (hereinafter called the
Bank:) are bound upto _____(hereinafter
called "the GAD ") in the sum of _____for which payment well
and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by
these presents. Sealed with the Common Seal of the Said Bank this _____ day of
_____2008.

THE CONDITIONS of this obligation are :

If the tenderer withdraws its tender during the period of tender validity specified by
the tenderer on the Tender Form ; or
If the Tenderer, having been notified of the acceptance of its tender by the GAD
during the period of tender validity :

fails or refuses to execute the contract Form if required; or
fails or refuses to furnish the Performance Security, in accordance with the
instruction given in tender document;

We undertake to pay the GAD up to the above amount upon receipt of its first written
demand, without the GAD having to substantiate its demand, provided that in its demand the
GAD will note that the amount claimed by it is due it owing to the occurrence of one or both
of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including and any demand in respect thereof
should reach the Bank not later than the above date

Date :

Place :

(Signature of the Bank)

Annexure F- DRAFT CONTRACT FORM (CF)

AGGREMENT MADE this _____ day _____ of Two thousand _____ Between _____ (hereinafter called "the Contractor") of the one part and the Government of Chhattisgarh (hereinafter called "the Government") of the other part.

WHEREAS the contractor has tendered for providing consultancy services to the General Administration Department, Raipur (hereinafter called "The GAD ") as per the terms and conditions mentioned in the tender document. Whereas such tender has been accepted and the contractor has deposited with the GAD the sum of Rs. _____ (Rupees _____ only) as security for the fulfillment of this Agreement.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

The contractor has accepted the contract on the terms and conditions set out in the tender notice no. _____ dated _____ as well in the acceptance of tender no. _____ dated _____, which will hold good during period of this agreement.

Upon breach by the contractor of any of the conditions of the agreement, the GAD may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the Government to claim damages for antecedent breaches thereof on the part of the contractor and also to reasonable compensation for the loss occasioned by the failure of the contractor to fulfill the agreement as certified in writing by the GAD which certificate shall be conclusive evidence of the amount of such compensation payable by the contractor to the Government.

Upon the determination of this agreement whether by efflux ion of time or otherwise the said deposit shall after the expiration of _____ months from the date of such determination be returned to the contractor but without interest and after deducting there from any sum due by the contractor to the Government under the terms and conditions of this agreement.

This agreement shall remain in force until the expiry of 60 months from the date of entering into the contract but the GAD may cancel the contract at any time upon giving one months notice in writing without compensating the contractor.

In witness whereof the said _____ hath set his hand hereto and the GAD has on behalf of the Government of Chhattisgarh affixed his hand and seal thereto the day and year first above written.

The GAD may give notices in connection with the contract.

In consideration of the payments to be made by the GAD to the Vendor as hereinafter mentioned the Vendor hereby covenants with the GAD to provide the Services and to remedy defects therein conformity in all respects with the provisions of the Contract.

The GAD hereby covenants to pay the vendor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

If subject to circumstances beyond control (Force Majeure) the contract fails to deliver the services in accordance with the conditions mentioned in the tender, the Director Economics & Statistics, shall be entitled to render services from else other organization after giving due notice to the vendor on the amount and at the risk of the vendor without canceling the contract in respect of the consignment not yet due for delivery, or to cancel the contract.

In the event of action to be taken, the contractor shall be liable for any losses which the GAD, may sustain on that account. The recovery by way of penalty will be made by deducting the amount from the bills be made good by a credit note within the stipulated period for the purpose.

Raipur

CONTRACTOR

Witness:

- 1.
- 2.

For General Administration Department
On behalf of the Governor of Chhattisgarh, Raipur.

Annexure G – PERFORMANCE SECURITY FORM (PSF)

To:
(Name of Indenter)

WHEREAS _____(Name of tenderer) hereinafter called "the tenderer " has undertaken, consultancy Contract No. _____ dated, _____2008 to render services hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the vendor shall furnish you with a bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the vendor's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the vendor a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the vendor, up to a total of Rs. 300000.00 (Amount of the guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the vendor to be in default under the contract and without cavil or argument, any sum or sums within the limit of _____ as aforesaid, without your needing to prove or to show this grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 2008

Signature and Seal of Guarantors

Date _____

Address: _____

Annexure H: Details of Manpower

[Use the format given below for each individual.]

S.No	Item	Details	Attachment Reference for additional information
1	Name		
2	Specify role to be played by him/her		
3	Current Job Title		
4	Experience in years		
5	Number of years with the organization		
6	Current job responsibilities		
7	Summary of Professional / Domain experience		
8	Skill sets		
9	Highlights of assignments handled and significant accomplishments		
10	Educational Background, Training/Certifications		