

Tender Notice No.: GCSRA/TENDERS/12/2019-20

FOR

Engaging the Technical Service Provider Agencies for Development of the GCSRA's Web Portal and Mobile Application work

Through On Line Tendering process only

Gujarat CSR Authority

Address: Gujarat CSR Authority,
3rd Floor, GSFC Building,
Opp. Drive-in Cinema,
B/h Reliance Mart
Bodakdev, Ahmedabad - 380054
Phone: 079-40192052
Email:

March, 2019

Notice Inviting On Line Tender

Details about Tender, Tender Notice Number:

Name of the Organization	Gujarat CSR Authority
IFB No. /Tender Notice No.	Tender Notice No.: GCSRA/TENDERS/12/2019-20
Name of the Project	ENGAGING THE TECHNICAL SERVICE PROVIDER AGENCIES FOR DEVELOPMENT OF THE GCSRA'S WEB PORTAL AND MOBILE APPLICATION WORK
Name of the Work	DEVELOPMENT OF THE GCSRA'S WEB PORTAL AND MOBILE APPLICATION WORK
Period of Contract	3+2 years of Annual Maintenance Contract with the successful bidder
Bidding Type	Limited
Bid Calls (Nos)	One
Class of Bidder	Not Applicable
Tender Currency Type	Single
Tender Currency Settings	Indian Rupees (INR)
Amount Details	
Bid Document Fee	Rs. 1500/- in the form of Demand draft
Bid Document Fee payable to	Gujarat CSR Authority, Payable at Ahmedabad
Bid Security /EMD (INR)	Rs. 25000/- (Rupees only) in the form of Demand draft
Bid Security/ EMD in favor of	Gujarat CSR Authority, Payable at Ahmedabad
Tender Dates	
Bid Document downloading start Date	08/03/2019
Bid Document downloading end Date	28/03/2019
Pre-bid meeting	15/03/2019
Last date & Time for Receipt (Submission) of Technical & Financial Bids	28/03/2019 till 6.00 pm
Technical Presentation Date	4/04/2019
Date of Technical Bid Opening & Tender opening	02/04/2019 at 11.00 am
Date of Financial Bid Opening (Reverse Auction)	11/04/2019
Bid Validity period	120 days from opening of Price Bid
Submission of certain documents	Submission of EMD, Tender fee and other documents in the office of Gujarat CSR Authority, Ahmedabad before the last date
Remarks	Bidder shall submit their Financial offer in electronic format on Webportal of n-procure, after digitally signing the same. Offers which are not digitally signed will not be accepted. No Financial offer in physical form will be accepted and any such offer received by Client will be out

		rightly rejected.
Phone		079-40192052
Other Details		
Officer Inviting Bids		CEO,GCSRA
Bid Opening Authority		Gujarat CSR Authority

General Terms and Conditions

1. Bidders can download the Tender document from the n-code Web Portal.
2. Bidders have to submit financial bid in Electronic form only on n-procure Web portal till the last date and time of the submission.
3. Financial bid in physical form will not be accepted in any case.

Bidders who wish to participate in on line tenders will have to procure /should have legally valid Digital Certificate as per Information Technology Act -2000 using which they can sign their electronic bids. Bidders can procure the same from any license certifying authority of India.

Other Terms & Conditions are as per detailed Tender documents.

CONTENTS

Chapter Number	Particulars	Page Number
	Invitation for BIDS (IFB)	07- 12
I	Instructions to the Bidder	13- 26
II	General Terms and Conditions	27- 40
III	Special Terms & Conditions of Contract	41- 43
	Annexure	44- 53

Detailed Contents

Sr. No	Particulars	Page Number
	Invitation for Bids (IFB)	07- 12
CHAPTER- I Instructions to Bidder		
Article-1	Definitions	13
Article-2	Proposed Project	14 -19
Article-3	Eligibility Criteria for Bidders	19- 20
Article-4	Key features of the Web portal	18-24
Article-5	Deliverables of the Agency	25-26
CHAPTER-II General Terms & Conditions		
Article-1	Check-list of the Documents comprising the Bid	227-28
Article-2	Bid Document	28
Article-3	Clarification on Bidding document	28
Article-4	Amendments of Bidding Document	28
Article-5	Language of the Bid	29
Article-6	Cost of Bidding	29
Article-7	Bid Forms	29

Article-8	Fraudulent & Corrupt Practices	29
Article-9	Lack of Information to Bidder	29
Article-10	Contract Obligations	29
Article-11	Bid Price	30
Article-12	Bid Currency	30
Article-13	Bid Security/EMD	30
Article-14	Period of Validity of Bids	31
Article-15	Format & Signing of the Bid	31
Article-16	Sealing and Marking of Bid	32
Article-17	Bid due date	33
Article-18	Late Bid/Conditional Bid/Incomplete Bid	33
Article-19	Modification and Withdrawal of Bid	33
Article-20	Opening of Bids by Client	33
Article-21	Contacting the Client	34
Article-22	Bid Evaluation Criteria	34
Article-23	The Client's Right to vary Scope OF Contract at the time of an Award	36
Article-24	The Client's Right to accept any Bid and to reject any or all Bids	37
Article-25	Notification of Award & Signing of Contract	37
Article-26	Performance Guarantee	37
Article-27	Payment Terms	38
Article-28	Penalty	39
Article-29	The Client's Right to Award the Contract to one or more Bidders	39
Article-30	Offering Employment	39-40
CHAPTER-III Special Terms and Conditions of the Contract		

Article-1	Contract Period	41
Article-2	Bidder's Obligation	41
Article-3	Client's Obligations	41
Article-4	Acceptance & Quality Check-ups by Third Party Agency	41
Article-5	Liquidated Damages	41
Article-6	Termination of the Contract	42
Article-7	No Claim Certificate	42
Article-8	Suspension	42
Article-9	Transfer on Completion of Contract period	43
Article-10	Details to be kept Confidential	43
Article-11	Transfer of Rights	43
ANNEXURES		
1	Financial Bid Format	44
2	Performa of General power of Attorney	45
3	Format for Performance Guarantee	46-48
4	Profile of the Bidder	49
5	Check-list for Fulfillment of Eligibility Criteria (Chapter-I, Article-3)	50
6	Check-list for Fulfillment of Evaluation Criteria (Chapter-II, Article-22)	51
7	Detailed break up of Financial Bid	52
8	Price rate for taking up additional assignment	53

Invitations for Bids (IFB)

Gujarat CSR Authority, Initiative of Government of Gujarat, through its bids invites all prospective bidders to apply for eligibility and subsequently bid for the:

Name of the Tender: Engaging the Technical Service Provider Agencies for
Development of the GCSRA's Web Portal and Mobile
Application work

SCHEDULE FOR INVITATION OF TENDER

Advertisement of Notice Inviting Tender	07/03/2019
Downloading of Tender Document	07/03/2019 to 28/03/2019
Pre-Bid Meeting	15/03/2019
Last date of submission of bid	28/03/2019 till 06.00 pm
Bid Submission Address	GCSRA office, 3 rd Floor, GSFC Building, Drive-in Road, Near Reliance Mart, Bodakdev, Ahmedabad-380054
Technical Bid Opening Date and Time	02/04/2019 at 11.30 am
Venue for technical Bid Opening	GCSRA office, Ahmedabad

Note:

1. Please address all queries and correspondence to the Gujarat CSR Authority, Ahmedabad through email to **chiraggcsra@gujarat.gov.in**
2. If the office of the Gujarat CSR Authority happens to be closed on the day of receipt of the bids as specified, the bids will be received and opened on the next working day on opening of the office up to the same time and at the same venue.
3. Please quote Reference Number of tender in all your correspondence.
4. BIDs cannot be accepted after specified BID opening time.

General Instructions:

1. Bidders who wish to participate in this selection process will have to register on <https://www.nprocure.com>. Further; participating Bidders will have to procure Digital Certificate as per Information Technology Act 2000 using which they can sign their electronic commercial proposal. Bidders can procure the same from an agency licensed by Controller of Certifying Authority, Government of India. Bidders who already have a valid Digital Certificate need not procure a new digital certificate.
2. **Technical bid:** Bidders shall submit physically their bids in **TWO SEPARATE PARTS** in sealed envelopes super-scribed with due date, time, project and nature of bid. The all technical bid documents name & page no. must include in the index.

a) PART-I

Bid Security and Price of one copy of Tender Document in a separate sealed envelope superscripted with Tender Document Number. Please enclose EMD of Rs. **25,000/- AND** Price of one copy of Tender Document Rs. 1500/- in the form of two separate Demand Drafts drawn in favour of “Gujarat CSR Authority – Projects Fund” payable at Ahmedabad.

b) PART-II

Original and one copy of TECHNICAL BID complete with all technical and commercial details except the prices. Original printed documents shall be considered authentic.

Note: Filling up prices in Part-II will render the Bidder disqualified

The envelopes containing Part-1 and Part-II of the offer should be enclosed in a larger envelope duly sealed. The attached CUT-OUTS Slips shall be filled and pasted on the envelopes. All pages of the offer must be signed.

c) Financial Bid: Bidder shall submit the “FINANCIAL BID” on line only

d) Services offered should be strictly as per specifications mentioned in this Tender Document. Please spell out any unavoidable deviation, article-wise, in your bid under the heading “Deviation”.

e) Once quoted, the Bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications

sought regarding the bid, even if any deviation may be specifically stated in the bid. Such price changes shall render the bid liable for rejection.

f) Bidder shall quote the prices of services as mentioned valid for 120 days.

The price of one copy of Tender Document is Rs. 1500/- , which can be paid by crossed Demand Draft (Non-refundable). The Demand Draft may be drawn in favor of “Gujarat CSR Authority – Projects Fund” payable at Ahmedabad from any scheduled or nationalized Bank.

The bidder may also submit the tender document fees and EMD amount to the account of GCSRA as mentioned below. The bidder may attach the receipt of payment along with the bid.

Name: Gujarat CSR Authority – Projects Fund
Bank: Corporation Bank
Branch: Navrangpura
Account: 033500101025116
IFSC Code: CORP0000335

For and on behalf of GCSRA,

Chief Executive Officer

Important Data

To be pasted on the outer envelope containing the Demand drafts of Bid Security and Price of one copy of Tender Document.

DO NOT OPEN-THIS IS BID

Part-1

PROJECT	Engaging a developer for developing GCSRA's Web portal & Mobile Application
Due Date and Time	
From: <Name of the Bidder> <Address>	To: GCSRA office,3 rd Floor, GSFC Building, Drive-in Road, Near Reliance Mart, Bodakdev,Ahmedabad-380054 Phone No. 079-40192052

To be pasted on the outer envelope containing original and one copy of Technical Bid.

DO NOT OPEN-THIS IS BID

Part- II

PROJECT	Engaging a developer for developing GCSRA's Web portal & Mobile Application
Due Date and Time	
From: <Name of the Bidder> <Address>	To: GCSRA office,3 rd Floor, GSFC Building, Drive-in Road, Near Reliance Mart, Bodakdev,Ahmedabad-380054. Phone No. 079-40192052

To be pasted on the outer most envelopes containing the Bid security& Tender Fee (Part-I) and Technical Bid (Part-II).

DO NOT OPEN-THIS IS BID

PROJECT	Engaging a developer for developing GCSRA's Web portal & Mobile Application
Due Date and Time	
From: <Name of the Bidder> <Address>	To GCSRA office,3 rd Floor, GSFC Building, Drive-in Road, Near Reliance Mart, Bodakdev,Ahmedabad-380054 Phone No.079-40192052

CHAPTER-1: INSTRUCTIONS TO THE BIDDERS

Article -1: Definitions

In this document, unless the context specifies otherwise, the following words and phrases shall mean and include:

1. “Agreement” means the document signed by the Gujarat CSR Authority, Ahmedabad and the bidder that incorporates any final corrections or modifications to the Tender and is the Legal document binding both the parties and conditions of the Contract.
2. “Authority” shall mean Gujarat CSR Authority.
3. “Bid” means the complete bidding document submitted by the bidder to the Client and shall include any corrections, addenda and modifications made therein.
4. “Bidder” shall mean a corporate entity or a society or a service providing firm eligible to participate in the Tender in the stages of Pre-qualification, Bidding process and shall include the successful Bidder during the currency of the Contract. “Bidder” cannot let any Third Party or any affiliated company bid for the Tender in “Bidder” ’s name

“Contract Period” shall mean entire term of the contract as indicated in the Article 1, Chapter IV.

5. “Contract” shall include the Terms of Reference as outlined under Chapter III within time limits indicated under Article I, Chapter IV for which the Bidder shall be paid in accordance with the terms and conditions of the Agreement.
6. “Corrupt Practice” means the offering, giving, receiving, or soliciting of anything of value, pressurizing to influence the action of a public official in the process of Bidder selection and Contract execution.
7. “Financial Capability” means financial worthiness of Bidders as per the terms of Tender.
8. “Government” shall mean the Government of Gujarat.
9. “Local Language” means the language declared by the concerned State Government as their official language.
10. “Tenderer” means the organization/institution which is floating this tender i.e. Gujarat CSR Authority, Ahmedabad.
11. “Total Accepted Tender Value” means the total value of services and supplies as covered under this Tender and agreed upon by the Tendered and the Bidder.

Article -2: Proposed Assignment

Background:

With the inception of the New Companies Act, 2013, the various welfare activities / projects under the Corporate Social Responsibility (CSR) by various Companies established under the Companies Act in the State of Gujarat, has assumed a significant importance. As Govt. Attaches due importance to the welfare activities in the Social Sectors covered under HDI, for the well-being of people of the State, a need has been felt for optimal utilization of the CSR Fund, through facilitating both the Public and Private Sector Companies in relation to their CSR spending. In view of this, the matter related to establishment of the Gujarat CSR Authority under the administrative control of IMD, was under active consideration of the State Government and Government of Gujarat with the purpose to support the companies has established Gujarat CSR Authority. GCSRA in totality working closely with PSUs/Corporate, providing support to effectively handle the CSR funds and implement outcome oriented time bound CSR projects in the State of Gujarat.

Objective of setting up of GCSRA:

- To provide a neutral and credible platform to all stakeholders engaged in CSR best practices for capturing relevant issues to foster sustainable growth.
- To provide research, training, practice, capacity building, standard setting, advocacy, rating, monitoring, recognition and related support in the field of CSR.
- To facilitate exchange of experiences and ideas between various stakeholders for developing a framework for strengthening of CSR indicatives.
- To facilitate any other assistance directly or indirectly for activities which seek to promote CSR practices.
- To establish and deepen links with the organisations in various parts of the world which promote CSR practices for exchange of ideas and for collaborative actions and programmes.
- To collaborate and to support, directly or indirectly, the initiative of any individual, group, organisation or institution in promoting good practices in CSR.
- To establish a database of credible implementing outfits with whom the corporate entities as well as the donor organisations can collaborate and work.
- To create CSR fund with contribution of Government PSUs and private sector companies and channelize the CSR fund for optimum utilisation through a sustainable mechanism.

- To implement various CSR projects of state importance through credible implementing agencies in that area.
- To conduct activities relating to
 - Public health in general but preventive health care and sanitation in particular
 - Promotion of employment enhancing vocation skills especially among youth
 - Promotion of an ecosystem for enhancement of cognitive growth of Pre-Anganwadis children
 - Contributions of funds to the technology incubators located within Gujarat
 - Such other activities relating to CSR as may be prescribed in the Companies Act 2013 or Companies (Corporate Social Responsibility Policy) Rules, 2014 or any other rules which Central Government may make from time to time.
- To do all such other things as may be deemed incidental or conducive to the attainment of the above objects.

GCSRA CSR Web Portal:

GCSRA with the purpose of attaining the objective listed above and to set up an online platform where various processes can be managed electronically by operating through different modules of the web portal, GCSRA intends to set up a GCSRA CSR Web portal. This portal shall function as a single source window for all the stakeholder group of CSR regime such as sponsoring companies, CSR teams, NGOs, academicians and Government Departments. GCSRA intends to set up this web portal with certain specific purpose attached to the working of GCSRA listed as under:

Specific purpose for setting up the web portal:

- All major tasks of GCSRA operations including fund releases should be automatically handled through the web portal and funds can be released to the implementing partners by developing a mechanism at the website
- Client/s can easily retrieve major internal documents at the website.
- Various Apps and functionalities for various users and purposes such as monitoring/ project performance management 'universal' module as every project will be separate.
- Search engine facilities should be available to locate any info and key words.
- Google Translators facilities should be available for the convenience of Users/ Clients Gujarati, Hindi and English.

- GCSRA Donor's monthly report in the reporting format should be auto generated along with photos and it should be sent on the due dates to the sponsors.
- OTP based facilities to handle various modules for GCSRA Office systems /companies also need to be provided.
- Cloud based storage and disaster recovery facilities needs to be established by the vendor.
- Easy access and downloading the desired details of projects such as video/images and reports relating to the specific projects.
- Library and links of other websites should be available at the GCSRA web portal.
- Automatic reminders for trainings/ seminars should be sent and online payment gateway should be made available for making the arrangement of payment online.

Scope of work:

1. GCSRA web portal is required to be developed with the required modules listed as under. Each module requires to be developed with specific features attached to it. Brief details of each module and its functionalities and features are listed out below in the table separately.
 - Registration Module
 - Project Module
 - Communication Module
 - Resource Module
 - Register of Companies
 - GCSRA approval Module
 - HR Module & Procurement Module
2. GCSRA Mobile application development: A dedicated mobile app providing different user services for various user groups such as GCSRA Team, NGO PIAs, Sponsors companies, Open Domain, CA, Internal Auditor team, Training Participants, Project Monitoring Teams is required to be developed and
3. Agency must develop seamless intergeneration of the mobile app with GCSRA web portal, interlinking of the services with security features such as OTP and Bio Metric user authentication facilities and develop a robust, seamless communication (data flow) bridge of both the systems using ICT.
4. Agency must develop and execute the Interconnecting of the Mobile app with the Web portal, develop systems frameworks, inputs and output frames for all modules for Web portal and Mobile app separately.
5. Agency needs to understand the requirements, develop all the modules, trial and test run, arrange security protocols, deploy manpower to develop, operate, manage and handover model, maintain the web portal and mobile apps for 3+2

- years, provide 24X7 support to the web portal, handover the source code to GCSRA for future development, develop and share the user manual and maintenance manual for GCSRA web portal and handover to GCSRA.
6. Agency must ensure interlinking and hassle free data input and data output systems for all the modules with security features and protocols different origin and output and inputs of the both the systems.
 7. The monitoring data would be uploaded on GCSRA website which will be collected from field directly by the field officers. The data would be automatically linked and uploaded as beneficiary wise database on the web portal and Mobile Application and published after the verification of GCSRA Officials.
 8. GCSRA has carried out the survey of the drop put students and available in the excel format. Same would be provided to the Agency to upload on the website with necessary filters and restricted permissions.
 9. Agency needs to put the site map of GCSRA either at HOME Page OR at the Contact section.
 10. The Webportal shall be Multilingual (English, Gujarati & Hindi).
 11. Webportal should be compatible to all major browsers (i.e. Firefox, Internet explorer, Opera, Mozilla, Google Chrome and Safari etc.)
 12. Developer must ensure that any content/ image of website should not violate any copyright law related to images, templates, code etc.
 13. Webportal should have "Send to Friend" features for target marketing though users and customers.
 14. GCSRA has developed the format of utilization certificate which the Authority gives to funding/ sponsoring companies after receiving the fund. Agency needs to develop a mechanism wherein automatic utilization certificate and Receipt/80G may be sent to the Users.
 15. For the payment Gateway, BHIM/ SBI/PayTm etc. may be used but it has to be OTP generated payment oriented.
 16. GCSRA and the developing agency shall enter into a separate source code agreement. Agency shall provide access of source code and modifications to GCSRA. Open access to the extent possible needs to be provided by the agency. Source code with latest changes & Documentations will be kept at neutral zone by Developer whenever there is a change. GCSRA can access these on breach of contract.
 17. It should be required to use latest techniques to build new Web portal rather than using old methods e.g. JQuery rather than using flash to rotate images.
 18. Any user input system must have captcha system (Captcha must be neat and clean).
 19. Webportal must have Web Syndication (RSS/ Atoms) and Responsive web design (RWD).
 20. Webportal should have store locator with Geo Location integrated with Google Maps.

21. Webportal should have “Send to Friend” features for target marketing through users and customers.
22. Webportal should have Breadcrumbs feature which will help people to be aware of their navigation trail.
23. Webportal must be optimized for Search Engines (Meta-tags, Dynamic Link Creations, and Dynamic Titles etc.) and also search ability within Webportal
24. No Installation of third party scripts to track user activity ad-scripts, hidden back links to other irrelevant Webportal.
25. Sufficient security measures should be applied against vulnerabilities e.g. hacking / sql-injection-attack etc.
26. Webportal should be in specific manner so that authorized official can easily maintain the respective content themselves.
27. There should be clear distinction in content for authorized user and general public.
28. Webportal should be updated in consultation with the concerned authority, which will be informed to you from time to time.
29. There should be a provision for integration of Social Media.
30. Web developer should develop a Webportal with the concept of less web space and memory. So, web pages can be loaded quickly but this shall also accommodate requirement of Department.
31. Webportal should be regularly monitored and assessed to ensure content authentication and updation.
32. There should be a location access through map in contact web page.
33. Mechanism is in place to ensure that all outdated announcements are removed from the Webportal or moved to archive.
34. Webportal has a Copyright Policy, Terms & Conditions and Privacy Policy, prominently displayed on the homepage.
35. Web Developer Provide Services of the Content Writer (will be finalized during the award of work);
36. Availability of the presentation tool (like Prezi/Google/Oomfo etc.) at the website.(will be finalized during the award of work)

Article 3: Eligibility Criteria for Bidders is enclosed at Annexure 5.

Article-4: Key features of the Web Portal:

GCSRA CSR web portal aims towards being a one stop virtual shop for all CSR related engagements for all the relevant stakeholders and their implementing partners. It would include various but not limited to the below modules:

#	Name of Module	Purpose	Basic minimum Features
	<ul style="list-style-type: none"> All major tasks of GCSRA operations including fund 	<ul style="list-style-type: none"> This is going to be process flow and input forms designed during the As-Is study. 	<ul style="list-style-type: none">

#	Name of Module	Purpose	Basic minimum Features
	releases should be automatically handled through the web portal and funds can be released to the implementing partners by developing a mechanism at the website.	Refer: Module wise Process flows, Module wise Input forms and Mobile Application wireframes	
	Roles This portal shall function as a single source window for all the stakeholder group of CSR regime such as <ul style="list-style-type: none"> o Sponsoring companies o CSR teams o NGOs o Academicians o Government Departments 	<ul style="list-style-type: none"> • Proposed application will have role management where user is allow to access features as per the role 	•
	Modules To set up an online platform where various processes can be managed electronically by operating through different modules of the web portal. GCSRA web portal is required to be developed with the required modules listed as under. <ul style="list-style-type: none"> o Registration Module o Project Module o Communication Module o Resource Module o Register of Companies 	<ul style="list-style-type: none"> • Following modules will be covered in Web application: <ul style="list-style-type: none"> o Registration Module o Project Module o Event Module o HR Module <ul style="list-style-type: none"> ▪ Recruitment ▪ Pay slip ▪ Attendance ▪ Leave Request ▪ Outdoor Schedule o Approval management system o Query Builder (Student Database) 	•

#	Name of Module	Purpose	Basic minimum Features
	<ul style="list-style-type: none"> ○ GCSRA approval Module ○ HR Module & Procurement Module 		
1	Registration Module	It would provide registration mechanism for the users of the system which would include GCSRA, Corporate and Implementing agencies.	<ul style="list-style-type: none"> • Registration of Users (companies/ PSUs/ NGOs/other) • Auto Email reminder to companies/ Implementing agencies • Auto SMS Facilities • Edition, Updation, deletion of data facilities to Users • Tabulation of data in an understandable manner. • Cloud based storage facilities
2	Project Module	<p>It would involve providing the details of the various projects by the registered users. Various Apps and functionalities for various users and purposes such as monitoring/ project performance management 'universal' module as every project will be separate. It would involve providing the details of the various projects by the registered users.</p> <ul style="list-style-type: none"> • Progress details of project. <ul style="list-style-type: none"> ○ Online view status (Acceptance/ Rejection) of the projects. • Beneficiary details • Tabulation of data in an understandable facilities • Uploading of Financial details and linking with existing account module. <p>The monitoring data would be</p>	<ul style="list-style-type: none"> • Uploading of the project documents (e.g. financial data and project documentation); • Progress details of project and beneficiary details • Facility for GIS mapping of Projects with open source platforms. • Cloud based storage facilities • Tabulation of data in an understandable facilities • Uploading the project details along with the pictures and videos. • Online view status (Acceptance/ Rejection) of the projects. • Automatic generation of weekly/ monthly status of the projects to the concerned corporates

#	Name of Module	Purpose	Basic minimum Features
		uploaded on GCSRA website which will be collected from field directly by the field officers. The data would be automatically linked and uploaded as beneficiary wise database on the web portal and Mobile Application and published after the verification of GCSRA Officials.	<ul style="list-style-type: none"> Library and links of other websites should be available at the GCSRA web portal Client/s can easily retrieve major internal documents at the website.
		Payment Gateway <ul style="list-style-type: none"> Funds can be released to the implementing partners by developing a mechanism at the website Online payment gateway should be made available for making the arrangement of payment online. For the payment Gateway, BHIM/ SBI/Paytm etc. may be used but it has to be OTP generated payment oriented. 	<ul style="list-style-type: none"> Payment gateway will be the part of Project Module Payment gateway details will be given by GCSRA and The Agency will integrate payment gateway with system
		Geo Location Webportal should have store locator with Geo Location integrated with Google Maps. Facility for GIS mapping of Projects with open source platforms. Geo- mapping of projects GIS mapping and publications	Website will have Gujarat state map where district wise CSR details will be displayed
3	Communication Module	It would involve integrating the system with social media platforms such as Facebook, YouTube and Twitter.	<ul style="list-style-type: none"> Development of content to be uploaded at the social media pages of GCSRA Maintaining and supervision of GCSRA social media platforms such as Facebook, YouTube and Twitter during the maintenance period. Create and share events, project details and seminar information

#	Name of Module	Purpose	Basic minimum Features
			<ul style="list-style-type: none"> • Data base management of participants. • Automated Alerts of the events and training programmes.
4	Resource Module	It would provide a knowledge sharing platform for best practices.	<ul style="list-style-type: none"> • Creating a pool of funds for bigger projects, facility for the sponsors to register and confirm the sponsorships for the projects. • Online funds transfer to GCSRA • 80G Certificates /Receipts/Invoice and links • Query Builder modules • GIS mapping and publications • Online facilities of registration of participants along with the payment gateway • Uploading /downloading of pictures and videos at the websites of sessions, training topics. • Uploading of Financial details and linking with existing account module.
5	Register of Companies	It would involve creating a template and online importer via which GCSRA would be able to fill in the data of various companies involved in CSR initiatives in the state.	<ul style="list-style-type: none"> • Creation of Log in ID and Password for Users • Uploading of database • Addition, deletion/modification and remove of data
6	HR Module & Procurement Module (Procurement Module will be covered in the second Phase)	It would involve provide an end to end solution platform for HR operations.	<ul style="list-style-type: none"> • All details of the current employees, • Details of employee rewards, • Leave record, • Pay slip generation, • Simple Recruitment process & Online

#	Name of Module	Purpose	Basic minimum Features
			<p>submission of the assignment,</p> <ul style="list-style-type: none"> • Service record /appraisal and increments alerts on due dates of contract closure /renewal • Escalation of leave request to superior for approval; • Added feature of leave records of employees; • Customization available as per the recruitment criteria • Biometric attendance and records shall be linked with GCSRA web portal.
7	GCSRA approval Module (Link up with the HR Module)	The present module of GCSRA approval system, with the modifications advised by the First Party will be made operational in the new web portal.	<ul style="list-style-type: none"> • GCSRA present module along with various other facilities like • Added feature of leave records of employees • Escalation of leave request to superior for approval • Online acceptance/ rejection request of leave.
8	Reports module	<ul style="list-style-type: none"> • Automatic generation of weekly/ monthly status of the projects to the concerned corporates • GCSRA Donor's monthly report in the reporting format should be auto generated along with photos and it should be sent on the due dates to the sponsors. • GCSRA has developed the format of utilization certificate which the Authority gives to funding/ sponsoring companies after receiving 	<ul style="list-style-type: none"> • Geo- mapping of projects • Generation and downloading of reports

#	Name of Module	Purpose	Basic minimum Features
		<p>the fund. Agency needs to develop a mechanism wherein automatic utilization certificate and Receipt/80G may be sent to the Users.</p> <ul style="list-style-type: none"> • It would involve integration with Google Analytics and predefined customized reporting. • Generation and downloading of reports 	
9	Mobile Application	<p>It would involve creating an Android & IOS Smartphone application ; A dedicated mobile app providing different user services for various user groups such as</p> <ul style="list-style-type: none"> ○ GCSRA Team ○ NGO PIAs ○ Sponsors companies ○ Open Domain <p>One Mobile Application will cover all aspects of the GCSRA Users (Including Field Officers), Companies, and all other general users.</p>	<ul style="list-style-type: none"> • Various monitoring and communication mechanism • Social integration • Allow customization • Include analytics • Maintain relevancy
	Others Conditions	<p>Website should be IOS and Android friendly. It would involve creating an Android Smartphone application for the administrators.</p>	Yes

Other mandatory features:

- Website should be IOS and Android friendly.
- The Search Engine must be on Home page and also in other pages where it requires.
- One Mobile Application will cover all aspects of the GCSRA Users (Including Field Officers), Companies, and all other general users.
- Navigation of the website should be simple and easy to use.
- The Agency must share the safety features of the web site in advance.
- GCSRA require website designer CV and sample of its best work in advance.

- The OTP method should be taken into consideration while planning security protocol.
- Agency shall sign a separate agreement and share the source codes of the web portal with GCSRA. Agency shall use to the extent possible open source platforms to develop the web portal and will not put any limitation /access control on the web portal.
- Web developer should be responsible to provide detailed web statistics report as and when required to the concerned officials in written or through e-mail after full-fledged development of Webportal.
- Web developer should be responsible to provide training as per requirement.
- Webportal should be hosted and released only after undergoing the Webportal Security Audit as per the guidelines of Government of India and obtaining a Security Audit Clearance certificate from CERT-in empanelled IT Security Auditors. The expenses that would incur in performing “Webportal Security Audit” activity should be bared by the web developer which will be reimburse by Department later on.
- Web developer should be responsible to fix the vulnerabilities found during the security audit of the Webportal at the time of hosting and during the warranty period as well.
- Any additional deliverables not mentioned in the scope of work shall be considered as Change Request and would be charged extra at mutually agreed prices. Such specified deliverables shall be identified and agreed upon by prior written consent of both the parties before execution.
- The Webportal should be not in violation of any Government of India Guideline for design & development of Webportal.

Provision to integration of the Webportal with content Delivery Network (CDN) to improve the speed of the Webportal.

Article-4: Deliverables of the Agency

Stages	Deliverables	Time duration
Inception Stage	Submission of AS-IS study report, understand the requirements closely and detailed out an operational action plan with time lines.	Within One month after signing of the contract and issuance of the work order.
Development stage	Submission of fortnightly reports of developments and share the progress of the website development work to GCSRA ➤ Submission of date of completion of each module as per the scope of work and	Up to 3 months of issuance of the work order

	<ul style="list-style-type: none"> ➤ Submission of the content for approval of GCSRA for each module. ➤ Deploy team to study and understand the requirement and match the requirements. ➤ Conduct trial testing of the developed modules and submit the test run reports to GCSRA ➤ Obtain suggestions of GCSRA on the developed module and incorporates the changes if advised. ➤ Handing over of the developed module and source codes to GCSRA as per the mutual source code agreement. 	
Go live stage	<ul style="list-style-type: none"> ➤ Website setting up and make live the web portal modules wise and Operationalization of module by module as per the time lines submitted. ➤ Submission of CSR Web portal Manual to GCSRA ➤ Trouble shoot the technical issues and work for adding the functionalities for any new requirements if any , handle smooth operating of the web portal with user requirements and modifications as advised by GCSRA from time to time. 	Up to six months after issuance of the work order.
After development stage	Maintenance of the web portal , deployment of team for the services outlined in the scope of work	Up to 3 years initially and extendable for another two years subject to the mutual terms and conditions and requirements.
Additional work not covered under the scope	Any additional work which is not covered under this scope of the work.	Up to 3 years initially

- Documentation covering User Interface Design, SRS and Technical Design Report.
- Newly developed Webportal along with source code (published and unpublished).
- Two sets of User manual (i.e. two copies in English language and two copies in Gujarati language) for administration and management of Webportal.
- Test report w.r.t the functionality, Compliance to W3C Standard & WCAG 2.0 level AA.
- Security Audit clearance certificate of all require items.
- Newly developed Mobile Application along with source code (Android and IOS Based)

CHAPTER-2 GENERAL TERMS AND CONDITIONS

Article -1: Checklist of Documents comprising the Bid

The bid document shall have the following documents:

Part-I

Earnest Money Deposit and Price of one copy of the Tender Document in the form prescribed in the Tender.

Part-II

1. Bid signed and sealed (with official seal) in original (with photocopies in copy I) on all pages with all pages duly numbered.
2. A CD containing the soft copy of the Technical Bid and scanned copy of the documents submitted.

3. In case bidder is a company- Certified copy of incorporation for companies & Memorandum and Articles of Association; Or

In case the bidder is a society-Certified copy of registration deed with objects of constitution of society; Or

In case of firm-Certified copy of the Registration Deed; Or

In case of Trust- Certified copy of the Trust Deed.

Certified copies of documents submitted, as above, must be signed and carry the seal of the authorized signatory.

4. List of present Director/ owners/executive council members/trustees/board members as applicable.
5. Approach paper elaborating the Bidders concept of the proposed assignment, his contribution to improve the feasibility of the assignment, etc.
6. Current Service tax or VAT Clearance Certificate and certified copy (duly signed) of Service tax, GST and VAT Registration Certificate.
7. General power of attorney/Board of Directors resolution/Deed of Authority contract and all correspondence/documents thereof.
8. Audited Balance sheet and Income statement duly signed by the statutory auditors and authorized signatory/ies of the Bidder for the years 2015-16,

2016-17,2017-18 .In case, the last year's accounts were not audited so far, the same may be sent latest by date and mentioned date in the Technical report;

9. Documentary evidence (signed by authorized signatory) proving that bidder fulfills the eligibility criteria stated in Article 3, Chapter I is enclosed at annexure 5.
10. Documentary evidence (signed by authorized signatories) proving that bidder has provided all the data and documents required for carrying the evaluation of their Bid as per the parameters given at Article 22: Bid Evaluation, Chapter II
11. Clause by clause compliance statement for the whole Tender Document including all Annexure.
12. All deviations and/or non-compliance clauses shall be listed separately.
13. Details in the formats as given at Annexure (Please check all the Annexure).

Article -2: Bid Document

Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a Bid not substantially responsive to the bidding documents in every respect may result in the rejection of the Bid.

Article -3: Clarification on Bid Document

Bidders can seek written clarification within 5 days from the date of issue of the tender document, to Gujarat CSR Authority, Ahmedabad by emailing at chiraggcsra@gujarat.gov.in The clarification shall be issued without any delay.

Article -4: Amendment of Bidding Documents

1. At any time prior to the deadline for submission of the bids, for any reason, whether at its own initiative or in response to the clarifications requested by perspective Bidders, Client may modify the bidding documents by amendment and such modifications will be posted on the Webportal of the Authority.
2. All prospective Bidders who attend the pre-bid meeting will be notified of the amendments and such modifications will be binding on them. In order to allow perspective Bidders a reasonable time to take the amendment into account in preparing their bids, Client, at its discretion, may extend the deadline for the submission of the bids. Such decisions will also be uploaded on the Webportal of the Client before the last date of submission of bids.

Article -5: Language of the Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and Client shall be in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of relevant pages in English. For the interpretation of the bid, the translation shall govern.

Article -6: Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of the Bid and Client will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.

Article -7: Bid Forms

1. Wherever a specific form is prescribed in the Tender Document, the Bidder shall use the form to provide the relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information.
2. For all other cases, the Bidder shall design a form to hold the required information.
3. Client shall not be bound by any printed conditions or provisions in the Bidder's Bid Forms

Article -8: Fraudulent & Corrupt Practices

1. Fraudulent practice means a misinterpretation of facts in order to influence the procurement process or the execution of contract and includes collusive practice among the Bidders (prior to or after Bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Client of benefits of free and open competition.
2. Client will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing the contract(s). Client has the right to contact References mentioned by Bidder

Article -9: Lack of Information to Bidder

The Bidder shall be deemed to have carefully examined the tender document to his entire satisfaction. Any lack of information shall not in any way relieve the Bidder of his responsibility to fulfill his obligation under the document.

Article -10: Contract Obligations

If after the award of the contract the bidder does not sign the Agreement or fails to furnish the performance guarantee within the prescribed time limit, the

Client reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this document.

Article -11: Bid Price

1. Webportal & Mobile Application development Agencies interested to undertake this assignment are expected to consider following approach while submitting their financial quotes-
 - a. The cost will be fully reimbursed by the Authority. To illustrate, Authority will reimburse the agreed full cost incurred by the Webportal Agency towards the temporary manpower, documentation expert, for developing Webportal.
2. The Financial bid should indicate the prices in the format/price schedule given at the Annexure I. Bidder shall categorically confirm strict compliance with the following stipulations in respect of their offer-
 - a) Any effort by a Bidder or Bidder's agent/consultant or representative howsoever described to influence the Client in any way concerning scrutiny/consideration/evaluation/comparison of the bid or decision concerning award of contract shall entail rejection of the bid.
 - b) The successful bidder will be expected to subsequently submit the CV of all the personnel and experts proposed to be deployed on this assignment, along with their per day or monthly fees.
 - c) Bids should be submitted directly by the Bidder.
3. Client reserves the right to seek clarification/justification from the Bidder on the bid price in case Client deems it necessary. Based on the justification provided by the Bidder, if Client feels that the price is unrealistic/ infeasible in order to execute a project of this nature, Client reserves the right to reject the said bid. The Bidders shall be governed by the decision of the Client.

Article -12: Bid Currency

For the services required in the Tender the prices shall be quoted in Indian Rupees. Payment for such services as specified in the agreement shall be made in Indian Rupees only.

Article-13: Bid Security/ Earnest Money Deposit

1. The Bidder shall furnish, as part of the Bid, a bid security for the amount of Rs.25000 by DD in favor of Gujarat CSR Authority- Projects Fund, payable at Ahmedabad issued by any nationalized bank in India in a separate envelope. Only after confirmation of valid bid security, the Technical Bid will be opened.

2. No interest shall be paid on bid security.
3. EMD of bidders not short listed will be refunded within 30 days from the date of declaration of Short-listed Bidders
4. The successful Bidder's Bid security will be discharged upon the Bidder signing the contract/Agreement, and furnishing the Performance Guarantee document.
5. The Bid security may be forfeited either in full or in part, at the discretion of Client, on account of one or more of the following reasons:
 - a) The Bidder withdraws their bid during the period of Bid validity specified by them on the Bid letter form;
 - b) Bidder does not respond to requests for clarification of their Bid;
 - c) Bidder fails to co-operate in the Bid evaluation process; and
 - d) In case of successful Bidder, the said Bidder fails
 - 1) to sign an agreement in time; or
 - 2) to furnish Performance Guarantee; or
 - 3) to perform the assignment timely and properly.

Article -14: Period of Validity of Bids

1. Bids shall remain valid for 120 days after the date of Bid opening prescribed by Client. A Bid valid for shorter period shall be rejected as non-responsive.
2. In exceptional circumstances, the Client may solicit 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 shall also be suitably extended. A Bidder granting the request is not permitted to modify the Bid.

Article -15: Format and Signing of the Bid

1. Bidder shall prepare required number of copies of the bid, clearly marking each "Original Bid" and "Copy of Bid" as appropriate. In the event of any discrepancy between them, the original shall govern.
2. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized (as per Annexure 3) to bind the Bidder to contract Agreement. All pages of the bid, except form un-amended printed literature, shall be initialed by the person or persons signing up the bid. All the pages of the bid should be numbered.
3. The complete bid shall be without alterations or erasures, except those to accord with instructions issued by the Client or as necessary to correct

errors made by the bidder, in which case such corrections shall be initiated by the person or the persons signing the bid.

Article -16: Sealing and Marking of Bid

Bidder shall submit their bids in two separate parts in sealed envelopes, super-scribed with due date, time, project and nature of bid as under.

Part I:

The Bid security & price of one tender in a separate sealed envelope super scribed with the Tender Document number.

Part II:

Original and one copy of Technical Bid complete with all technical and commercial other than price with prices blanked out. Soft copy of the duly signed Technical Bid in a CD should also be kept in the same envelope.

NOTE: Filling up prices in Part II will render the Bidder disqualified.

The envelopes containing Part I and Part II of bid should be enclosed in a larger envelope duly sealed. The enclosed CUT-OUT Slips (Formats given earlier) shall be filled and pasted on the envelopes. All pages of the offer must be signed.

The outer envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in cases it is declared "late"

1. If the outer envelope is not sealed and marked as required, the Client will assume no responsibility for the bid's misplacement or premature opening.
2. The Technical and Financial bids shall be placed in separate envelopes and then placed in double envelope as explained above.
3. The bidder should submit the financial bid on line.
4. In addition; the bidder should submit separate sealed envelopes containing the cost breakdown as per the services mentioned in the table given in Chapter-V-Annexure-I. These cost breakdown indicated in the separate envelopes shall not be considered for awarding the bid; however these envelopes shall be opened after the bid has been awarded and the contract has been signed with the bidder.
5. If these envelopes are not sealed and marked as required, the Client will assume no responsibility for the bid's misplacement or premature opening and rejection.

Article -17: Bid due date

1. Bids must be received by the Client at the address specified in the Tender Document not later than the date specified in the bid.
2. The Client may, at its discretion, on giving reasonable notice by fax or any other written communication to all prospective bidders who have been issued the Tender documents, extend the bid due date, in which case all rights and obligations of the Client and the Bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

Article -18: Late Bid/Conditional Bid/Incomplete Bid

1. Any bid received by the Client after the bid due date/time prescribed in the Tender document shall be rejected.
2. Any bid indicating conditions beyond those indicated in this Tender document i.e. conditional bid shall be rejected.
3. Any bid received by the Client in an incomplete state shall be rejected.

Article -19: Modification and Withdrawal of Bid

1. The Bidder may modify or withdraw its Bid after the bid submission, provided that written notice of the modification made, substitution or withdrawal of the bids, is received by the Client prior to the deadline prescribed for submission of bids.
2. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in a manner similar to the original Bid.
3. No Bid may be modified subsequent to the deadline for submission of bids.
4. No Bid may be withdrawn in the interval between the deadline for the submission of bids and the expiration of the period of Bid validity specified by the Bidders on the Bid letter form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security.

Article -20: Opening of Bids by Client

1. Bids will be opened on the date as mentioned at notice inviting tender in the presence of Bidder's representatives, who chose to attend. The Bidder's representatives who are present shall sign a register evidencing their attendance. No separate intimation shall be given to any bidder to attend the same.
2. The Bidder's names, Bid modifications or withdrawals and the presence or absence of relevant Bid security and such other details as the Client at his/her discretion, may consider appropriate, will be announced at the time of opening.

3. At the pre-decided time, the Client contact person shall open the Technical Bids and list them for further evaluation. The Financial Bids received through e-tendering platform of n-code will be opened after giving prior notice to the technically qualified bidders. Any participating Bidder or technically qualified bidder may depute a representative to witness these procedures.

Article -21: Contacting the Client

1. Bidders shall not approach the Client officers outside of office hours and/or outside the Client premises, from time of the Bid opening to the time the Contract is awarded.
2. Any effort by Bidder to influence the Client officers in the decision on Bid evaluation, bid comparison or contract award may result in rejection of the Bidder's offer. If the Bidder wishes to bring additional information to the notice of the Client, it should do so in the writing.

Article -22: Bid Evaluation

A) Parameters and Procedure of Evaluation:

The Bids will be evaluated on a quality and cost based selection (QCBS) basis. The proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights {T = the weight given to the Technical Proposal = 60%; P = the weight given to the Financial Proposal = 40%; T+ P =100%} using the formula: $S = St \times T\% + Sf \times P\%$

Bidders must note that- (i) The Client is not bound in any manner to select any of the bidders submitting proposals or to select the bidder offering the lower price.

- i. The bidder achieving the highest combined technical and financial scores (S) will get the highest rank, followed by others. The firm obtaining the highest number of points will be invited for contract negotiations, with a view to clarify any outstanding points, to finalize technical and financial arrangements and, in case of successful negotiations, to sign the Contract Agreement. Bidders submitting the bids should clearly understand that any or all parts of their bids are liable to be part of the negotiation procedure.

1. Technical Evaluation

The Weightage of marks for technical presentation shall be of 50 and the technical Bid evaluation marks shall be undertaken of total 100 marks.

The technical evaluation and comparison of the bids shall be done for the following parameters-

Sr. No.	Parameter	Max. score	Documents required
1	Number of years of experience of the Agency in similar or related areas	10	A self attested list of similar or related assignments handled in last 3 years, names of Clients and amount of individual assignments.
2	Average annual turnover of last 3 years	10	A statement of annual turnover certified by the CA
3	Average annual profit of last 3 years	10	A statement of annual profit certified by the CA
4	Quality of Clients	5	A self attested list of Clients for whom the Webportal Agency worked in last 3 years along with details of assignment.
5	Approach and methodology that will be used for the present assignment,	50	A comprehensive note mentioning these aspects.
6	Composition of key team members for the present assignment	5	Detailed CV mentioning the qualifications and past experience of the key team members like Project Manager, 2-3 personnel who will be deployed to GCSRA, documentation and project preparation expert, Researcher, Data Manager, etc.
7	Time line for completing individual activities mentioned in the TOR	5	A Gantt chart describing time line for start and completion of individual activities.
8	Presence in Ahmedabad	5	Self attested copy of the Office address in Gujarat. Or a letter of undertaking stating that although there is no office in Ahmedabad at present, but it will be set up before signing of the agreement and commencement of work
	Total Marks	100	

Presentation Evaluation Criteria

Sr. No.	Presentation Evaluation Criteria	Max. Score
	General	
A	Look & Feel – latest tools	10
B	Development Platform	5
C	Portal Navigation Ease	5
D	Understanding of Core requirement	10
E	Content Management handling	10
F	Backend Platform and Hosting methodology	10
	Total Score	50

Evaluation shall be carried out based on the above parameters and the data and documents provided by the Bidders in support of their claims. The evaluation will be carried out based on the World Bank suggested evaluation methodology for procurement of services as amended by Client. The cut off marks for short-listing based on the Technical Evaluation is 60. The Evaluation committee shall have the right to verify the claims made by the Bidder, in whichever way it deems fit. Based on the Bid Evaluation, only technically qualified Bidders scoring more than the cut-off marks shall be short-listed for Financial Evaluation.

Financial Evaluation

The Financial bid of only the short-listed Bidders shall be opened. The lowest evaluated financial bid (Fm) will be given the maximum financial score (Sf) of 100 (one hundred) points. The financial scores (Sf) of the other financial proposals will be computed as per the formula: $Sf = 100 \times Fm/F$, in which Sf is the Financial score, Fm is the lowest financial quote, and F is the financial quote under consideration.

Financial score will be derived on following basis:

Note:

1. Out of 100 marks, Min. 60 marks will be required to qualify for opening of Financial bid (i.e. Minimum 60% score is required to qualify for next stage of opening of the financial bid)
2. 60% weightage of technical score and 40% weightage of financial score will be considered for the final evaluation.

B) Bid Evaluation Committee:

The above evaluation shall be done by an Evaluation Committee decided by the Client. The Committee shall determine the approach and methodology for the issues which may arise during the evaluation exercise and have not been addressed in this Tender document. The decision of the committee shall be final and binding on all the Bidders.

Article -23: The Client's Right to Vary Scope of Contract at the time of an Award

1. The Client may at any time, by a written order given to the Bidder make changes which include inclusion of more User Groups or exclusion of some User Groups within the general scope of the contract.
2. If any such changes cause an increase or decrease in the cost of, or the time required for, the bidder performance of any part of the work under the

Contract whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or schedule of implementation or both, and the Contract, shall, accordingly be amended. Any claims by the Bidder for the adjustment under this Para must be asserted within thirty (30) days from the Bidder receipt of the Client changed order.

Article -24: The Client's Right to Accept any Bid and to Reject any or all Bids

1. The Client reserves the right to reject any Bid and to annul the bidding process and reject all bids at any time prior to Award of Contract. Without thereby incurring any liability to the affected Bidder(s) or any obligations to inform the affected Bidder(s) of the grounds for such decisions.

Article -25: Notification of Award & Signing of Contract

1. Prior to expiry of the period of Bid validity, the Client will notify the successful Bidder in writing that its Bid has been accepted and send the successful Bidder the Contract Form.
2. Within 10 days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to Client. If the successful Bidder thus selected fails to sign the contract as stipulated, the Client reserves the right to offer the contract to the next lowest Bidder.

Article -26: Performance Guarantee

The contract performance guarantee has to be submitted within FIFTEEN days of receipt of contract form. The performance guarantee shall be 10% of the Total Estimated Tender Value. The performance guarantee can be in the form of bank guarantee, which shall be valid for duration of 180 days beyond the expiry of contract period.

Above amount will be used for the purpose of evaluation, performance guarantee and penalties.

1. If the successful Bidder fails to remit the performance guarantee the EMD remitted by him will be forfeited by the Client and the bid will be held void.
2. Upon the successful Bidder's furnishing the performance guarantee and signing of contract documents, the Client will promptly notify all Short-listed Bidders and will refund the Bid Security.
3. The Performance Guarantee format is given at Annexure-3
4. The Performance Guarantee of the successful Bidder shall be refunded within two months from the expiry of the contract and on satisfaction of the Chief Executive Officer for execution of the work/settlement of disputes if any.

Article -27: Payment Terms

Appropriate proportion of the Total Accepted Project Value, due to the agency on completion of each module for which the agency has rendered his service under this project shall be payable to the agency after issuance of the module completion certificate . All the payments shall be released on certification of satisfactory completion of the module work from the Gujarat CSR Authority. The value of the each module in terms of cost to be paid is as under and shall be followed by GCSRA:

Sr. no	Details of the Activity	Details of fund release
1	Submission of the as is study report and action plan with time lines and deliverables in the form of detailed project inception report.	5 % of the Total Accepted Project Value on submission of Bank Guarantee of 10 % of Total Accepted Project Value
2	On completion of each module Go live and submission of certification of satisfactory completion of the module total nine identified modules	Up to 25 % value of Total Accepted Project Value distributed equally on completion of each module and submission to source code and technical details to GCSRA
3	After go live, Submission of Maintenance report every quarter and invoices on actual not more than 6 % of the Total Accepted Project Value on completion of every quarter.	Up to 60 % value of Total Accepted Project Value equally distributed on completion of every quarter From third quarter up to closure of last quarter of third year of project period.
4	On formal re-submission of source code and technical details to GCSRA	Up to 10 % value of Total Accepted Project Value and closure of the project on submission of Satisfactory Project Completion Certificate duly approved by GCSRA.

Special terms for additional work not covered under the present scope of work:

GCSRA has taken due care while developing the scope of work and forecasted the futuristic demand to the extent possible however during the stage of the development up to the project closure , if GCSRA assigns any additional work to the selected agency. The additional work which is not relating to the liability of the vendor and not covered in present scope of work in any manner, GCSRA will consider paying additional charges /costing separately for each such assignment. For this, agency is advised to submit the details of per day cost of human efforts of various levels /various technical side such as developer /designer /analyst to GCSRA for approval while submitting the financial bids under the present. A

separate sheet to this effect may be uploaded by the agency in this regard. Based on any future requirements GCSRA will seek the man days efforts required for the specific assignment and based on the approved rate submitted by the vendor, will consider to approve the cost of the additional work. Agency is advised to submit the rates after careful review at their part as GCSRA will not be considering any changes in the rates of any level /any expertise ones submitted. The rates will be freeze by GCSRA after undertaking appropriate negotiations for a period of three years. GCSRA may follow the reverse auction process through n-code web portal.

Article -28: Penalty

The GCSRA will levy a maximum of 10% penalty of the Total Accepted Project Value of the services to be provided by the agency in case the agency fails to provide the services specified by the GCSRA in the pre-confirmed time schedule. However, the quantum of penalty shall be as follows and it shall be binding and final:

1. In case of delay in deliverables, a penalty of 0.5% of order value per week would be levied up to maximum of 10% of order value. The organization may decide to cancel the contract including forfeiture of performance security in case the delay is more than three months.
2. In case of delay in rectifying the problem/ updation of Webportal & Mobile Application during the contract period, penalty of Rs.10,000/- per day would be levied upto maximum 10% of order value. The organization may decide to cancel the contract including forfeiture of performance security in case of inordinate delay
3. The Client shall terminate the contract on evidence of persistent unsatisfactory performance in the services provided by the SP by giving one month notice.

On the agency failing to rectify the faults GCSRA get them attended/rectified by any other agency at the risk and cost of the default agency and the same will be recovered from the default agency. The GCSRA shall terminate the contract on evidence of persistent non-performance by the agency by giving one month notice.

Article -29: The Client's Right to Award the Contract to one or more Bidders

1. The Client reserves the right to award the contract to one or more than one Bidders and split the order among the different Bidders.

Article -30: Offering Employment

1. Bidder shall not offer any employment to Client staffs in same project bided for, nor should it involve any staff earlier worked with Client in the same project bidder has bided for. These kinds of practices are highly objectionable and shall not happen without knowledge & prior written permission of Client.

CHAPTER-3: SPECIAL TERMS AND CONDITIONS OF CONTRACT

Article -1: Contract Period

1. The service shall commence within 6 month from the date of signing of the Agreement for the development and maintenance work and shall continue thereafter for a period of 3 year (From the date of go-live) for the assign work. Agency may submit the financial bid accordingly.
2. The services provided by the Webportal Agency shall be reviewed by the Client periodically. After Completion of the contract, the contract may be extended for another 2 years to take up additional up- coming assignments & maintenance work as may be mutually decided on agreed terms and conditions.

Article -2: Bidder's Obligation

1. The Bidder shall appoint a senior Authorized person as "Coordinator-Bidder" to coordinate with the Client in all matters related to Bidder for the satisfactory provision of services sought by the Client.
2. The Bidder shall be responsible for all statutory obligations/liabilities/taxes like Salary, ESI, PF, payment of income tax, VAT, Service Tax, professional tax, etc. as per Laws of the country for providing the services to Client.

Article -3: Client's Obligation

1. The Client shall appoint an Authorized person as "Coordinator-Client" to coordinate with the Bidder in all matters related to services provided by the Bidder.
2. The Client shall release the funds in timely manner, after satisfying itself of all the service provision related obligations.
3. The Client will periodically review the timeline and quality of services being provided by the Webportal & Mobile Application Development Agency and offer its comments and suggestions.

Article -4: Acceptance & Quality Check by Third Party Agency

1. The Client reserves the right to evolve a procedure of quality checking to ensure that the services provided by the Bidder are as per the prescribed norms. The Acceptance test shall be conducted by the Bidder in the presence of the Committee of experts or institution nominated by the Client.

Article -5: Liquidated Damages

1. In the event of failure of the Bidders to secure acceptance by the Client, before the commencement date as prescribed by the Client, the Client reserves the opinion to recover from the Bidder as liquidated damages and

not by way of penalty, 10% of the Total Accepted Tender Value of the services to be rendered for the period after the said commencement date, until acceptance without prejudice to other remedies under the contract.

Article -6: Termination of the Contract

1. GCSRA will have the right to cancel the contract if the agency commits breach of any or all conditions of the contract. Breach of Contract includes, but not limited to, the following:
 - a. It is found that the schedule of implementation of the project is not being adhered to.
 - b. The agency stops work and such stoppage has not been authorized by the GCSRA.
 - c. The agency may become bankrupt or goes into liquidation other than for project or amalgamation.
 - d. GCSRA gives notice to correct a particular defect/irregularity and the agency fails to correct such defects/irregularity within a reasonable period of time determined by the GCSRA
2. If the contract is terminated by the Gujarat CSR Authority Government of Gujarat unilaterally, the GCSRA will pay to the agency remaining amount, if any, for the payment for service charges for the period for which the service has been rendered and all other claims through mutually agreeable settlement.
3. If the contract is terminated by Client unilaterally, the Client will pay the Bidder remaining amount, if any, for the payment for service charges for the period for which the service has been rendered and all other claims through mutually agreeable settlement.

Article -7: No Claim Certificate

1. The Bidder shall not be entitled to make any claim, whatsoever, against the Client, under or by virtue of or arising out of this Contract, nor shall the Client entertain or consider any such claim, if made by the Bidder and the Bidder shall have signed a “No Claim” Certificate in favor of the Client in such forms as shall be required by him after the works are finally accepted.

Article -8: Suspension

1. The Client may, by a written notice of suspension to the Bidder, suspend the Contract if the Bidder fails to perform any of its obligations under this Contract provided that such notice of suspension:
 - a) Shall specify the nature of failure; and
 - b) Shall request the Bidder to make good/to rectify such failure within a specified period from the date of receipt of such notice of suspension by the Bidder.

Article -9: Transfer on Completion of Contract Period

1. The ownership of all records, IPR material developed by the Webportal Agency as part of this assignment, facilities (without any liability) necessary for normal provision of services on completion of the Contract period will automatically be vested with the Client at transfer value of Rs 1/- and Client will be free to use these assets, data base, IPR material, etc. in any manner it deems appropriate without paying any charges.

Article -10: Confidentiality

1. The information supplied by GCSRA and/or, the data collected /stored by the vendor during this assignment and all the reports shall remain the sole property of the GCSRA and the agency is strictly not authorized to divulge the information hard copy /soft copy or publish/share in any form without the prior written permission from the Gujarat CSR Authority . In case of GCSRA observes any such breach agency shall be penalized with the CRPC laws /IT laws and other prevailing law /rules of the State Government/Central Government.

Article -11: Transfer of Rights

The Bidder shall not transfer the Contract to anybody except with the prior permission of the Client.

ANNEXURES

ANNEXURE-1

FINANCIAL BID FORMAT

(To be filled through n-procurement Webportal only)

Tender Document No.: GCSRA/TENDERS/12/2019-20

To
The Chief Executive Officer,
Gujarat CSR Authority,
3rd Floor, GSFC Tower,
Opp: Drive-In Cinema, Bodakdev,
Ahmedabad

Sir,

I/We hereby bid for providing the service as per the Terms of Reference given under this Tender Document issued by GCSRA, Ahmedabad within the time specified and in accordance with the specifications and instructions and Conditions as well as General Terms and Conditions. The rates are quoted for all the Activities mentioned in Chapter 1, Article-2 and summarized below-

Sr.No	Web Portal Module	Cost in INR
1	Registration Module	
2	Project Module	
3	Communication Module	
4	Resource Module	
5	Register of Companies	
6	HR Module & Procurement Module	
7	GCSRA approval Module	
8	Reports Module	
9	Mobile Application	
10	Total Cost including GST	
11	Total Time require to complete all allocated activities	(in days)

The rates indicated are all-inclusive of all taxes as per the prevailing Govt. norms and are valid for the contract period.

A sealed envelope containing the item-wise break up of financial bid for all the above services and justification of the cost as per Annexure-7 will be submitted, if the bid is selected & GCSRA will ask to submit.

In the event of discrepancy in the financial quote between the words and the figures the financial quote indicated in words will be considered final.

Signature of the Bidder with Seal

ANNEXURE-2

PROFORMA OF GENERAL POWER OF ATTORNEY

(To be signed and executed in non-judicial stamp paper of RS 10/-)

GENERAL POWER OF ATTORNEY

Be it known all to whom it may concern that:

1. Sri/Smt _____ S/O _____
2. Sri/Smt _____ S/O _____

_____ Residing at _____

I/We all the Partners/Directors/Board Members/Trustees/Proprietors of M/S _____ having its registered office at _____ hereby appoint Sri _____ S/O _____ residing at _____ as my/our attorney to act on my/our name and on behalf and sign and execute all Documents/Agreements binding the firm for all contractual (including reference of cases to arbitrators) arising out of contracts to be entered into by the company/firm/society/trust with the office of Gujarat CSR Authority, Ahmedabad in connection with its tender NoGCSRA/TENDERS/06/2017-18 for the services of “ Engaging a Webportal developer for developing GCSRA Webportal“ due for opening on **XX**

In short, he is fully authorized to do all, each and everything requisite for the above purpose concerning above tender and I/We hereby agree to confirm and ratify his all and every act of this or any documents executed by my/our said Attorney within the scope of the authority hereby conferred on him including references of cases to arbitration and the same shall be binding on me/us and my/our company/firm/trust/society as if the same were executed by me/us individually or jointly.

Witness (With address)
Partners/Directors/Board
members

Signature _____ of

1. _____
council members
2. _____

/proprietors/Executive

ATTESTED

ACCEPTED

Signature:

(Seal and signature of the Signatory of Tender offer of the company/firm/trust)

ANNEXURE-3

FORMAT FOR PERFORMANCE GUARANTEE

(On Non-Judicial Stamp Paper)

To be stamped according to Stamp Act to

Be in the name of the executing Bank

To,

-----,

Ahmedabad (Gujarat)

In consideration of the -----, Ahmedabad having its registered office at Ahmedabad (hereinafter called the ----- which expression shall unless repugnant to the subject or context include its administrators and assigns) having agreed under the terms and conditions of the Award Letter bearing No___ dated ____ issued by -----, Ahmedabad, which has been unequivocally accepted by the vendor (refer note below) work of providing the said services (hereinafter called the said Contract) to accept a Deed of Guarantee and herein provided for Rs. _____ (Rupees _____ only) from a Nationalized Bank, in lieu of the security deposit, to be made by the Vendor or in lieu of the deduction to be made from the Vendor's bill for the fulfillment by the said vendor of the terms & conditions contained in the same contract. We _____ the _____ (hereinafter referred to be "the said Bank") and having our registered office at _____ do hereby undertake and agree to indemnify and keep indemnified to the ----- from time to time to the extent of Rs. _____ (Rupees _____ only) against any loss or damage, cost charges and expenses misused to or suffered by or that may be caused to or suffered by the ----- by reason of any breach or breaches by the vendor and to unconditionally pay the amount claimed by the ----- on demand and without demand to the extent aforesaid. We, _____ Bank, further agree that the ----- shall be the sole judge of and as to whether the said Vendor has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, costs, charges, and expenses caused to or suffered by or that may be caused to or suffered by the ----- on account thereof and the decision of the ----- that the said Vendor has committed such breach or breaches and as to the amount or amounts of loss, damage, cost charges, and expenses caused to or suffered by or that may be caused to or suffered by or that may be caused to or suffered by the ----- from time to time shall be final and binding on us.

1. We the said bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the

performance of the said Contract and till all the dues of the ----- under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till the owner certifies that the terms and conditions of the said Contract have been fully and properly carried out by the Vendor and accordingly discharges this Guarantee subject, that the ----- shall have no claim under the Guarantee after 90 (Ninety) days from the expiry of the contract period.

2. The ----- shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or indemnity , from time to time to vary any of the terms and conditions of the said contract or to extend time of performance by the said Vendor or to postpone for any time and from time to time any of the powers exercisable by it against the said Vendor and either to enforce or forbear from enforcing any of the terms and conditions governing the said contract or securities available to ----- and the said bank shall not be released from its liability under these presents by any exercise by the ----- of the liberty with reference to the matters aforesaid or by reason of time being given to the said vendor or any other forbearance, act or omission on the part of the ----- or any indulgence by the ----- to the said Vendor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing the Bank from its such liability.
3. It shall not be necessary for the ---- to take legal action against the Vendor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the ----- may have obtained or obtain from the Vendor shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.
4. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the ----- in writing and agree that any change in the Constitution of the said Vendor or the said Bank shall not discharge our liability hereunder. If any further extension of this Guarantee is required the same shall be extended to such required periods on receiving instructions from M/s. _____ on whose behalf this guarantee is issued.

In Presence of

WITNESS

For and on behalf of the bank

1. _____ Signature _____

2. _____ Signature _____

Name & Designation

Authorization No.

Date and Place

Bank Seal

The above guarantee is accepted by the ----, Gandhinagar

NOTES

FOR PROPRIETARY CONCERNS

Shri _____ son of _____ resident of _____ carrying on business under the name and style of _____ at _____ (hereinafter called "The said Vendor" which expression shall unless the context requires otherwise include his heirs, executives, administrators, and legal representatives)

FOR PARTNERSHIP CONCERNS

M/s _____ a partnership with its office at _____ (hereinafter called "the said Vendor" which expression shall unless the context requires otherwise include their heirs, executors, administrators, and legal representatives); the name of their partners being

1. Shri _____ S/o _____

2. Shri _____ S/o _____

FOR COMPANIES

M/s _____ a company registered under the Companies Act 1956 and having its registered office in the State of _____ (herein after called "the said Vendor" which expression shall unless the context requires otherwise include its administrators, successors, and assigns)

FOR TRUSTS

M/s _____ a company registered under the Bombay Public Trust Act 1850 and having its registered office in the State of _____ (herein after called "the said Vendor" which expression shall unless the context requires otherwise include its administrators, successors, and assigns)

ANNEXURE-4

PROFILE OF THE BIDDER

The Bidder should furnish the following details:

1. Name of the Organization
2. Nature of the Organization
(Govt./Public/Private/Partnership/Proprietorship/Trust/Society)
3. Address of the phone number and fax
4. Name of the Authorized Person
5. Any other details in support of your offer
6. Details of criminal & civil cases going on against the Organisation and their expected financial implications, if any

Signature of the bidder with Seal

ANNEXURE-5

CHECKLIST FOR FULFILLMENT OF ELIGIBILITY CRITERIA

(Chapter-I, Article-3)

Sr. No.	Eligibility Criteria	Documentary Evidence to be attached	Specify Annexure number for the Documentary proof
1	Total of 3 (Three) similar assignments in last three years	A list of assignments mentioning the Software Development Platform used for all projects duly self attested.	
2	The Average annual Turnover rate for last three years ending March 2018 should not be less than (insert amount)	Audited balance sheet	
3	Minimum 2 (three) years of Web-portal development & Mobile Application experience	Audited balance sheet and Certificate of Incorporation of the entity.	
4	Presence in Ahmedabad	Self attested copy of the Office address in Gujarat. (Or) a letter of undertaking stating that although there is no office in Ahmedabad at present, but it will be set up before signing of the agreement and commencement of work	

ANNEXURE-6

CHECKLIST FOR FULFILLMENT OF TECHNICAL EVALUATION CRITERIA

(Chapter-II, Article-22)

Sr. No.	Evaluation Criteria	Documents/Details required	Document ary Proof Attached Y/N	Page number
1	Number of years of experience of Agency in similar or related areas	A list of assignments carried out in last 3 years, containing details like name of the assignment, year, name of the Client, area to which the assignment was related, amount of contract, names of other consortium members, if any, etc. duly self attested.		
2	Average annual turn over of last 3 years	A copy of Audited Balance Sheet certified by the Chartered Accountant		
3	Average annual profit of last 3 years	A copy of Audited Balance Sheet certified by the Chartered Accountant		
4	Quality of Clients	Lists of (a) all the Clients worked for during last 3 years, and (b) Clients for whom assignments are being carried out at present, self attested.		
5	Approach and methodology to be used for the present assignment	Copy of the Approach paper		
6	Composition of key team members for the present assignment	Profile of the proposed Team members and their specific responsibilities for the assignment.		
7	Time line for completing individual activities mentioned in the TOR	A detailed Gantt Chart describing in detail the task-wise activities and sub-activities including the start and finish dates.		
8	Presence in Ahmedabad	Self-attested copy of the Office address in Gujarat(or) a letter of undertaking stating that although there is no office in Ahmedabad at present, but it will be set up before signing of the agreement and commencement of work		
9.	Marks for latest Software Development Platform used for various project	All projects done should have details of platform used		

Annexure-7

Bidders may please note: This Statement is not to be submitted unless the offer is found technically acceptable and the Financial Bids are opened & scrutinized. A separate communication will be sent to the bidder if and when this document is required

Detailed break up of Financial Bid

Tender Document No.: GCSRA/TENDERS/12/2019-20

To

The Chief Executive Officer,
Gujarat CSR Authority,
3rd Floor, GSFC Tower,
Opp: Drive-In Cinema, Bodakdev,
Ahmedabad
Sir,

We hereby submit the detailed breakup of the price bid submitted by up for your above mentioned tender document entitled “Engaging a Webportal developer for developing GCSRA Webportal & Mobile Application”

Sr.No	Web Portal Module	Cost in INR
1	Registration Module	
2	Project Module	
3	Communication Module	
4	Resource Module	
5	Register of Companies	
6	HR Module & Procurement Module	
7	GCSRA approval Module	
8	Reports Module	
9	Mobile Application Module	
10	Total Cost including GST	
11	Total Time require to complete all allocated activities	(in days)

Annexure – 8

Price rate for taking up additional assignment which is not covered in the Tender Document:

Sr. No.	Level of Technical/managerial Team(Grade A/Grade B /Grade C)	Designation	Person Qualification and Experience(in Years)	Rate per day (in Rs.)

Submit in sealed envelope to GCSRA with the Technical Bid