
	ભાવનગર મહાનગરપાલિકા – ભાવનગર કોમ્પ્યુટર વિભાગ, મહાનગર સેવા સદન, સર મંગળસિંહજી રોડ, ભાવનગર-૩૬૪૦૦૧, ફોન નં.૦૨૭૮-૨૪૩૧૮૮૭ E-Mail :: itmanager.bmc@gmail.com Web : bmcgujarat.com	
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પ્રતિશ્રી,
 પબ્લીક રીલેશન ઓફિસરશ્રી,
 પી.આર.ઓ વિભાગ
 ભાવનગર મહાનગરપાલિકા

વિષય : જાહેરાત પ્રસિદ્ધ કરવા બાબત

શ્રીમાન,
 સવિનય સાથે જણાવવાનું કે, આ સાથે સામેલ ભાવનગર મહાનગરપાલિકાના કોમ્પ્યુટર વિભાગના ટેન્ડરની જાહેરાત માહિતીખાતાના ભાવોએ રાજ્યકક્ષાના ૨ ગુજરાતી વર્તમાનપત્રોમાં પ્રસિદ્ધ કરવા વિનંતી છે.

ઈ.ડી.પી મેનેજર
 કોમ્પ્યુટર વિભાગ
 મહાનગરપાલિકા, ભાવનગર

-: જાહેર નિવેદા :-

ભાવનગર મહાનગરપાલિકા દ્વારા નીચે મુજબના કામો માટે રસ ધરાવતા કોન્ટ્રાક્ટરો/એજન્સી/પેઢી પાસેથી nprocure પર ઓનલાઈન ટેન્ડર મંગાવવામાં આવે છે. આ ટેન્ડર કામની વિગતવાર માહિતી તથા ટેન્ડર શરતો ભાવનગર મહાનગરપાલિકાની વેબસાઈટ www.bmcgujarat.com પર જોઈ શકાશે.

ક્રમ	કામનું નામ	કામની અદાજિત કિંમત (રૂ.માં)	ટેન્ડર ફી	ઈ.એમ.ડી રકમ (રૂ.માં)	ટેન્ડર ભરવાનું શરૂ થયાની તારીખ	ટેન્ડર ભરવાની છેલ્લી તારીખ	ફાઈનલ બીડ સબમિટ કરવાની છેલ્લી તારીખ	ટેકનીકલ બીડ ખોલવાની તારીખ
1	redesign / redevelopment Of human resource (HR) SYSTEM for Bhavnagar Municipal Corporation (WITH 3 YEARS AMC and amc of existing software for 14 months) (Second attempt)	51,00,000/-	5,000/-	1,53,000/-	24-10-2024	08-11-2024	12-11-2024	13-11-2024

Signature Not Verified

Signed by: Arvind G. Mer
 EDP Manager
 Date: 2024.10.17
 13:07:49 +05:30

File No: BMC/HRS/e-file/340/2024/3601/Computer

Approved By: EDP Manager, Computer, BMC

Open the document in Adobe Acrobat DC to verify the E-sign



BHAVNAGAR MUNICIPAL CORPORATION

Sir Mangalsinhji Road, Near Kalanala Circle,
Bhavnagar (Gujarat)-364001

TENDER DOCUMENT

For

Redesign & Redevelopment of Human Resource (HR) System

For

Bhavnagar Municipal Corporation

(With 3 years of AMC and AMC of existing software for 14 months)

(Second Attempt)



Tender Ref. No.	:-	BMC/COMPUTER/5.1/2024-25
Department Detail	:-	Computer Department, Bhavnagar Municipal Corporation, Sir Mangalsinhji Road, Near Kalanala, Bhavnagar – 364001. Contact No : (0278)2431887 E-Mail : itmanager.bmc@gmail.com Web site : www.bmcgujarat.com

October – 2024

TENDER NOTICE

Bhavnagar Municipal Corporation (BMC) invites online bids from eligible vendor for “Redesign & Redevelopment of Human Resource (HR) System for Bhavnagar Municipal Corporation (With 3 years of AMC and AMC of existing software for 14 months) (Second Attempt)” through <https://tender.nprocure.com> portal.

IMPORTANT INFORMATION

Tender Notice No.	BMC/COMPUTER/5.1/2024-25	
Organization Name	Bhavnagar Municipal Corporation	
Tender Inviting Authority	EDP Manager, Computer Department, Bhavnagar Municipal Corporation, Sir Mangalsinhji Road, Bhavnagar – 364001. Contact No.(0278)2431887 E-Mail : itmanager.bmc@gmail.com	
Name of Work	Redesign & Redevelopment of Human Resource(HR) System for Bhavnagar Municipal Corporation (with 3 years of AMC and AMC of existing software for 14 months) (Second Attempt)	
Project Duration	50 months (14 Month development & AMC + 36 Month AMC)	
Type of Contract	Redesign & Redevelopment + AMC	
Tender Type	Open Online	
Bidding Type	Two stage(Technical bid and Commercial bid)	
Tender Fee (Non-Refundable)	Rs.5,000/- (Rupees Five Thousand Only)	
E.M.D. (Refundable)	Rs.1,53,000/- (Rupees One Lakh Fifty Three Thousand Only)	
Schedule of E-Tender	Tender Publishing Date	24/10/2024
	Start Date for the Submission of Proposal (Online)	24/10/2024
	Last Date for the Submission of Proposal (Online)	08/11/2024 up to 18:00 hours
	Last Date for the Submission of Queries for Pre-bid Meeting	28/10/2024 up to 12:00 hours
	Pre-Bid Meeting Date	29/10/2024 at 12:00 hours
	Last Date for Physical Submission of E.M.D., Tender Fee, Technical Proposal and Supporting Documents.	12/11/2024 up to 18:00 hours
	Date for Opening of Technical Proposal	13/11/2024 at 12:00 hours
	Date for Opening of Commercial/ Financial Proposal	Intimated later to qualified bidders only
Address for (1) Pre-bid Meeting (2) Physical Submission of Bid (3) Opening of Technical Bid (4) Any other Correspondence	Computer Department, Bhavnagar Municipal Corporation, Sir Mangalsinhji Road, Near Kalanala, Bhavnagar-364001 Contact No.(0278)2431887	
Bid Validity	180 days from the last date of online bid submission	
E-Tendering website	https://tender.nprocure.com	

1. This tender document can be downloaded from BMC's website (www.bmcgujarat.com) as well as from online procurement portal (www.tender.nprocure.com). Bidders are advised to carefully read this tender document before submitting his bid.
2. Two Bid System (Technical and Commercial) will be followed for this tender.
3. Bidder is expected to examine all instructions, forms, terms & conditions and specifications in the bidding document. Failure to furnish all information prescribed in the bidding documents or submission of bids not substantially responsive to the bidding documents in every respect may result in the rejection of the bid. Bidder must submit the technical and financial bid in prescribed format without any deviation.
4. BMC reserve the right of discretion to change, modify, add to or alter any or all of the provisions of this tender document and/or the bidding process, without assigning any reasons whatsoever. Such change will be published on the BMC's website and it will become part of Tender. No individual communication will be sent to the individual bidders.
5. It may be noted that corrigendum, amendments, time-extensions, clarifications, response to bidder's queries, if any to this tender will not be published through any advertisement in newspapers or any other media. It would be responsibility of the bidder to check the websites regularly for any change in relation to this Tender.
6. The Bidder shall bear all costs associated with the preparation and submission of the bid.
7. Bidder shall submit their bids on <https://tender.nprocure.com>. In addition to that, self-attested (seal and signature on each page by authorized person) hard copy for Eligibility & Technical bid to be submitted at BMC Office along with the Bid Processing Fees & EMD on or before last date of physical tender submission. However, Financial Bid must be submitted only online through e-Tendering website on <https://tender.nprocure.com> using digital signatures.
8. This Tender notice shall form a part of contract document.

SECTION-1 : Pre-qualification Criteria / Technical Bid

Bids fulfill following Technical Eligibility Criteria shall be eligible for Financial Evaluation. The Bidders should furnish documentary evidence supporting the information provided by them as part of the bidding process. The Tenderer shall have to submit Prequalification Bid with related documents in “Hard Copy” through Regd.A.D. / Post. This cover must contain of following **(To qualify in technical bid below documents must have to submit):**

Sr No	Pre-qualification Criteria	Supporting Document to be furnished
1	Earnest Money Deposit(EMD)	Demand Draft Or Micro & Small enterprises which participate directly in tendering process for the product which they are manufacturing/service which they are providing and have udhyam registration for items / service under procurement and having registration with CSPO or National small industries corporation are eligible for exemption in EMD and Tender Fee. Bidder has to submit EMD exemption request letter and supporting documents in the Envelope No.1 superscripted as “Tender Fee & EMD”.
2	Tender fee	Demand Draft Or Micro & Small enterprises which participate directly in tendering process for the product which they are manufacturing/service which they are providing and have udhyam registration for items / service under procurement and having registration with CSPO or National small industries corporation are eligible for exemption in EMD and Tender Fee. Bidder has to submit Tender Fee exemption request letter and supporting documents in the Envelope No.1 superscripted as “Tender Fee & EMD”.
3	The bidder must have to submit Bid letter.	As per Annexure-1
4	Registration certificate of firm (Any Software Development firm/company/organization/agency that registered as per government norms can apply)	Certificate of Incorporation or Memorandum and Articles of Association or Partnership deed or Registration Certificate issued by Registrar of Firm, MSME etc.
5	Authorization letter for signing the bid	As per Annexure-2

Sr No	Pre-qualification Criteria	Supporting Document to be furnished
	document on behalf of the bidder.	
6	Bidder must have minimum average annual turnover of Rs. 1.02 crore for the last three financial year (financial year 2021-22, 2022-23 and 2023-24)	Certified audited balance sheet for the last 3 financial years or Certificate from Chartered Accountant indicating financial turnover of software development/support service activities for the last 3 financial years. As per Annexure -3
7	The bidder must have carried out minimum 3 projects in last 5 years in software development or software AMC using three tire architecture with Asp.Net/.Net Core + MVC, C#, Microsoft SQL server 2008 or above as back end, Crystal Report & WCF Services / Web Services.	List of recent project carried out in tabular format as per Annexure-4 and bidder has to attach copy of Work Orders / Relevant Support Certificates and satisfactory completion/ongoing certificate from competent authority Note : Date will be calculated from the last date of applying tender 1) To take any PO/WO in consideration in this clause, above said frontend and backend technology must be explicitly mentioned in Purchase Order or Work Order or LOI/LOA or Tender Document or Completion Certificate or Satisfactory On going Certificate or SRS approved by both the party with seal and sign. 2) In completion certificate or Satisfactory On going Certificate, PO/WO number or work name with work duration must be explicitly mentioned to take them in consideration. Without this information, Completion Certificate or Satisfactory On going Certificate will not be considered.
8	The Bidder shall not be under a declaration of Ineligibility / Banned / Blacklisted by any Government or semi-Governmental bodies or PSUs for any reason as on last date of applying tender.	As per Annexure-5
9	GST Registration Certificate	GST Registration Certificate (Self-Attested copy)
10	PAN Card	PAN card (Self-Attested copy)
11	EPF Registration Certificate	EPF Registration Certificate Note : If EPF not applicable, then bidder has to provide disclosure as per Annexure-6

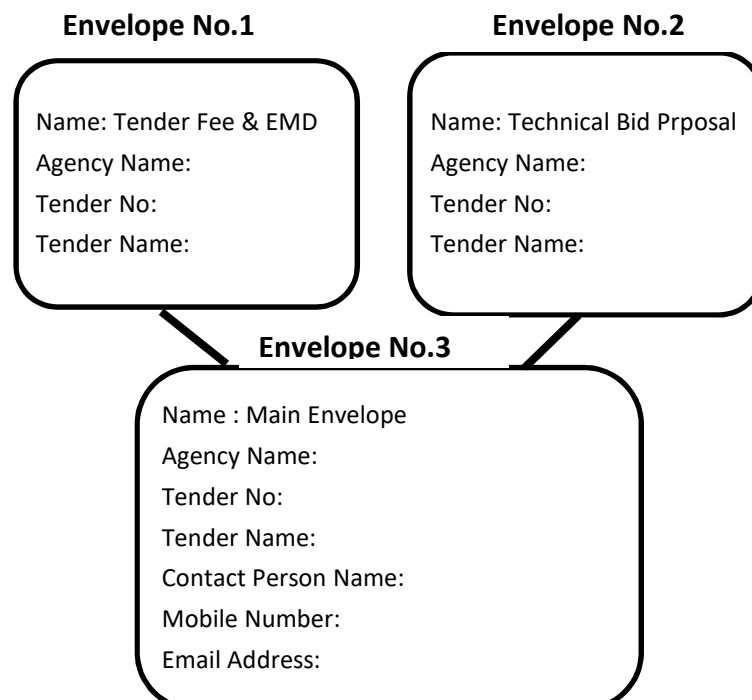
Sr No	Pre-qualification Criteria	Supporting Document to be furnished
12	ESIC Registration Certificate	ESIC Registration Certificate. Note : If ESIC not applicable, then bidder has to provide disclosure as per Annexure-7
13	The Bidder should have at least one office in the state of Gujarat since last 2 year for better service and support. Note :- Date will be calculated from the last date of online submission of bid.	Copies of property tax payment receipt of last two financial year (F.Y. 2023-24 & 2024-25) or Copies of professional tax payment receipts of last two financial year or Copies of electricity bill of last two financial year or Copies of telephone bills of last two financial year or Copies of broadband or Leased line bills of last two financial year or Lease/Rent agreement (which can shows bidder's presence in Gujarat since last two year)
14	Original tender documents must be submitted as it is without any modification, with duly sealed & signed on all the tender pages to confirm its reading and understanding clearly.	Tender document duly sealed & signed
Kindly read carefully technical bid criteria and submit only those proofs which are listed under the column name "Supporting documents to be furnished".		

SECTION-2 : How to Submit Bid

Bid should be submitted in the following manner:

1. **Envelope No.1:** Shall contain two separate Demand Drafts each one for Tender Fee and EMD. On the top of this envelope must be superscripted as “Tender Fee & EMD”.
2. **Envelope No.2:** Shall contain all the information and documents in the same serial order as shown in the Pre-qualification criteria. On the top of this envelope must be superscripted as “Technical Bid Proposal”.
3. **Envelope No.3:** Seal both the envelope (No.1 & 2) separately and put these two envelopes in third envelope of bigger size and seal it. This big envelope must be superscripted as “**Tender/Bid for Redesign & Redevelopment of Human Resource(HR) System for BMC (Second Attempt)**” and send it to **EDP Manager, Computer Department, Bhavnagar Municipal Corporation, Sir Mangalsinhji Road, Bhavnagar – 364001** through Registered Post / Speed Post / Courier.
4. All envelopes shall indicate the Agency name, Tender No, Tender Name, address, email id of bidder along with contact number and contact person name.
5. Late or delayed proposal shall not be considered. Therefore, please ensure that the tender is submitted/ posted well in time to reach us before the due date.
6. BMC will not be responsible for any postal delay.
7. Any Bid received by BMC after the deadline for submission of Bids shall be declared late and will be rejected.
8. The tenders (which do not have any work related indication on envelope) which may get opened before the due date are liable to be rejected.
9. Original tender documents must be submitted as it is without any modification, with duly sealed & signed on all the tender pages to confirm its reading and understanding clearly.
10. Each and every documents attached with the tender must be a self-attested. Kindly don't attach extra documents which are not required.

How to Prepare Tender Bid Envelopes



SECTION-3: Commercial Bid Format

1. The bidder must submit the financial proposal through e-tendering website only.
2. Commercial Bid in physical form shall not be accepted and it will be out right rejected. The offers submitted by Fax/Email shall not be considered. No correspondence will be entertained in this matter.
3. It would be bidder's responsibility to identify and factor cost of each and every financial item mentioned in this tender document during submission of Commercial bids. In case of any such item is left out and noticed after completion of financial evaluation, the selected bidder has to provide the services at its own cost.
4. **Commercial Bid Format :**

Sr. No.	Item Description	Period of Service	Price in Rs. (Without GST)
1	AMC charge of existing HR System	14 months	
2	Redesign/Redevelopment of HR System	14 months	
3	AMC charge of newly developed HR System for 3 years	3 years	
Total			

5. Bidder must have to fill price of each item mentioned above. If price is not mentioned for any above item, tender will be out right rejected.
6. Redesign/Redevelopment timeline would be 14 months. During these 14 months successful bidder need to manage existing software (new development work and Modifications as suggested by Bhavnagar Municipal Corporation) and parallel required to work for the new development. If the new software is not launched within 14 months, the successful bidder needs to manage the existing software at no cost until the new software is launched.
7. The rates to be quoted by bidder in the financial bids shall be inclusive of all duties / taxes / charges etc. but excluding GST.
8. Prices shall be quoted in Indian Rupees only.

SECTION 4: Technology Stack and Proposed Functionality/Features of Online HR System

4.1. Technology Stack

4.1.1. Technology Stack of existing software

- ASP.net framework 4.0 and SQL Server 2016 as back end, Crystal Reports & WCF Services

4.1.2. Technology Stack for proposed software

- .NET core MVC 8.0 or above, Microsoft SQL Server 2016 or above as back end, Crystal Reports & WCF Services, multilingual language support (Gujarati + English).
- Design must be responsive. Use technology like bootstrap or any latest UI/UX design as per BMC requirement to achieve this.
- Theme should be customizable from admin panel.

4.2. Functionality/Features

4.2.2. Existing Functionality

1. Login - login and user management functionality.
2. Master
Addition / Modification / Deletion for master creation of Staff & Safai kamdar, Daily wages / Pension of various master data (like service, class, department, pay bill, designation, and employee), Bank Master, parameter master, year master
3. Transaction
Addition / Modification / Deletion for transaction of Staff & Safai kamdar, daily wages / Pension various monthly and yearly data and month End process
4. Report
Different kind of reports related to payroll, pension, daily wages, arrears, Income tax, leave etc.
5. Income Tax entry, calculation, process and related reports
6. DA entry, calculation, process and related reports
7. Arrears entry, calculation, process and related reports
8. Bonus entry, calculation, process and related reports
9. Step due entry, calculation, process and related reports
10. 7th pay fixation, 7th pay Arrears for pensioner, process, confirmation, installment and related reports
11. Employee 12-24 master entry, process and related reports
12. Gratuity pension compute program , entry calculation and related reports
13. Pension DA difference Computer program entry, calculation and related reports
14. DA Difference for pensioner and staff safai kamdar salary fixation and arrears
15. Difference payment of ad hoc to permanent employee of fixation
16. Pension and gratuity DA difference

17. Yearly Salary Statement
18. Role Based User Management

4.2.2. Proposed Functionality

1. Gratuity DA difference
2. Pension 12-24 difference
3. Pension 12-24 Gratuity Difference
4. Implementation of Eighth Pay Commission
5. Eighth Pay Commission difference
6. Increments and differences in various allowances
7. Income tax as per new regime
8. Pensioner income tax deduction
9. Online CR management
10. Online Service book
11. Online leave management
12. Integration of Face/Finger based time attendance system with payroll and employee attendance
13. Upload facility of GR related to HR software
14. MIS report as per need of BMC
15. Changes related to Arrears of Payroll, Pension etc.
16. Online Property Return
17. Dynamic income tax process
18. Roster for reserve category
19. Employee Redressal System
20. Departmental inquiry
21. Layer wise approval system
22. Integration machine based attendance system with payroll and employee attendance
23. All employee to do normal HR related activity in Online software like Salary slip, Form 16B etc common features
24. Web service or WCF Service as per requirement of BMC
25. All features must be provided in English and Gujarati
26. Third Party API integration
27. New features as per the BMC need

Note: Above all listed features are only the guidelines but actual requirement/functionality/features are decided at the time of requirement gathering and analysis.

SECTION 5: TERMS AND CONDITIONS OF THE TENDER

1) General Terms and Conditions

1.1. Tender Fee / Bid Processing Fee

- 1.1.1. Bidder has to submit Non-refundable Tender Fee of Rs.5,000/-(Five Thousand Only) shall be submitted in the form of Demand Draft of any Nationalized Bank (having branch at Bhavnagar) in the name of "Commissioner, Bhavnagar Municipal Corporation" payable at Bhavnagar.
- 1.1.2. Any bid received without Tender Fee shall be considered unresponsive and rejected.
- 1.1.3. The Bidder should submit separate DDs one each for Tender Fee and EMD.

1.2. Bid Security / Earnest Money Deposit (EMD)

- 1.2.1. Bidder has to submit E.M.D. of Rs.1,53,000/-(Rupees One Lakh Fifty Three Thousand Only) shall be submitted in the form of Demand Draft of any Nationalized Bank(having branch at Bhavnagar) in the name of "Commissioner, Bhavnagar Municipal Corporation" payable at Bhavnagar
- 1.2.2. Any bid received without EMD in proper form and manner shall be considered unresponsive and rejected.
- 1.2.3. The EMD submitted by the bidder may be forfeited if,
 - a) The bidder withdraws the bid prior to validity period of the bid for any reason whatsoever.
 - b) The successful bidder fails to deposit security deposit / performance guarantee within the period specified in the tender.
 - c) The successful bidder fails to sign an agreement within the period specified in the tender.
 - d) The bidder violates any of the provision of the terms and conditions of the tender.
 - e) The bidder submitting false/misleading information/declaration/documents.
 - f) The bidder is found to have indulged in fraudulent practices in the bid submission process.

Besides forfeiting the EMD, the BMC may ban the bidder from subsequent bidding for a period of not less than 3 years.

- 1.2.4. The decision of BMC regarding forfeiture of EMD shall be final and shall not be called upon question under any circumstances.
- 1.2.5. The EMD amount of all unsuccessful bidders will be returned as promptly as possible upon occurrence of any the following events, whichever is earlier.
 - a) Receipt of the signed contract and performance security from the successful bidder. **OR**
 - b) The end of the bid validity period, including extended period (if any)
- 1.2.6. Successful bidder will be refunded the EMD amount only after submission of performance bank guarantee.
- 1.2.7. No interest will be paid on EMD.

1.3. Performance Security Deposit

- 1.3.1. The successful bidder shall have to deposit a performance security deposit of the 10% of the total contract amount within 30 days from the receipt of the LOI. The performance security deposit will be furnished in the form of Demand Draft / Bank Guarantee of any nationalized/scheduled bank(except State Bank of India) drawn in favour of "Commissioner, Bhavnagar Municipal Corporation" Payable at Bhavnagar.
- 1.3.2. Successful bidder will have to submit the Security Deposit and it will be kept with BMC till the 3 months beyond the expiry of contract period.
- 1.3.3. If performance security deposit provided in form of Bank Guarantee (BG) then it should be valid for 3 months beyond the expiry of contract period.
- 1.3.4. In case of expiry of BG prior to project completion, the bidder will be required to renew the BG for further period as per plan.
- 1.3.5. If the performance security deposit is not submitted within the 30 days from the receipt of the LOI, the BMC reserves the right to cancel the order or forfeit the EMD or both.
- 1.3.6. The Performance Security Deposit would be returned to the successful bidder without interest after the expiry or termination of the contract plus 3 months on satisfaction of the BMC that there are no dues recoverable from the successful Bidder.
- 1.3.7. In the event of non-performance of obligation or software issues found pending or failure to meet terms of this tender/contract or for any kind of recoveries, the BMC shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.
- 1.3.8. Time shall be the essence of the contract / order, therefore, no extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the Bidder, which in the opinion of BMC should entitle the Bidder to a reasonable extension of time, such extension may be considered by BMC at its sole and absolute discretion, however such extension shall not operate to relieve the Bidder of any of its obligations. BMC shall not be liable for any extra financial commitment due to such extension of time. In case of any such extension, the Bidder would be required to extend the validity period of the performance guarantee accordingly.
- 1.3.9. If the selected bidder fail to complete the work or if the work is left incomplete in between BMC will forfeit the security deposit and black list the agency.

1.4. Bid Validity Period

- 1.4.1. The bid shall remain valid for acceptance for a period of 180 days after the date of technical bid opening prescribed in the tender document.
- 1.4.2. In exceptional circumstances, the BMC may solicit the bidder's consent to an extension of the period of validity. The request and the responses there to shall be made in writing.

1.5. Bid Opening and Evaluation

1.5.1. Tender Fee and EMD

- 1.5.1.1. Envelope '1' containing Tender Fee and EMD shall be opened initially and if both the Tender Fee and EMD is as per the criteria provided, then only, Envelope '2' (Technical Proposal) will be opened of the qualified bidders.

1.5.2. Technical Bid

- 1.5.2.1. Envelope '2' containing the technical proposal will be opened in the presence of the committee constituted by BMC and bidders/representative of the bidders at the address, date and time specified in this document. No separate intimation will be given to the bidders in this regard.
- 1.5.2.2. Technical proposals will be evaluated on the basis of compliance to eligibility criteria, technical specifications and other terms & conditions stipulated in the tender document.
- 1.5.2.3. During technical bid scrutiny, date calculation will be calculated from the last date of submission of online bid.
- 1.5.2.4. It should be specifically noted that the contents of technical offer must not reveal commercials.
- 1.5.2.5. At the end of the evaluation of the Technical Proposals, BMC shall invite bidders who have qualified for the opening of the Financial Proposals. No further discussion/interface will be entertained with bidders whose bids have been technically disqualified.

1.5.3. Commercial/Financial Bid

- 1.5.3.1. Financial proposal will be opened only of those bidders who qualify in the technical evaluation.
 - 1.5.3.2. The date and time of the opening of online financial proposals will be informed to the qualified bidders. Bidders who do not qualify the technical evaluation will not be invited for opening of financial bid.
 - 1.5.3.3. On the scheduled date and time, bids will be opened by the BMC Committee in presence of bidder's representatives. It is the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the tender document. The bidders' representatives who are present shall sign the required documents evidencing their attendance and opening of bids in their presence.
 - 1.5.3.4. If any of the bidders or all bidders who have submitted the tender and are not present during the specified date and time of opening, BMC will proceed further with opening of financial bids in their absence.
 - 1.5.3.5. Financial bids with lowest price quotation (L1) for the assignment will be considered for negotiations and award of contract. However where there is tie between bidders in lowest evaluated package price, the person having highest financial turnover in the preceding 3 financial year will be given preference.
- 1.5.4. BMC reserves the right to reject any proposal in case same is found incomplete or not submitted in the specified format given in this tender document. BMC would not give any clarification/explanation to the concerned bidder in case of such rejection.

1.5.5. BMC may waive off any minor infirmity or nonconformity or irregularity in a bid which does not constitute a service deviation, provided such a waiving, does not prejudice or affect the relative ranking of any bidder.

1.6. No Commitment to Accept Lowest or Any Offer

1.6.1. The BMC reserves the right to accept or reject any or all the bids without assigning any reason whatsoever. Any decision of the BMC in this regard shall be final, conclusive and binding on the bidder.

1.6.2. The BMC will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.

1.6.3. The BMC reserves the right to re-tender.

1.7. General Criteria for Disqualification

BMC will have the discretion to disqualify any bid(s) if

- a) The bidder fails to provide the information required in the Bid Proposal or any additional information as requested by BMC during the Tendering process.
- b) The bidder not fulfilling any terms & conditions specified in Tender document.
- c) Misrepresentations in the Bid Proposal or any supporting documentation.
- d) Incomplete or conditional bids
- e) Bid received by BMC after the deadline for submission of Bids
- f) Bids found unsigned or bids signed by unauthorized person
- g) Price quoted/indicated in the Technical Bid.
- h) Bid submitted without Tender Fee or EMD or both.
- i) Physical documents not submitted via RPAD/Speed Post/Courier.
- j) Non-compliance of any requirement of this tender document

1.8. Pre-Bid Meeting

1.8.1. Any clarification required by prospective bidders shall be discussed and clarified during the pre-bid meeting which will be held at place mentioned in Important Information section of this document.

1.8.2. Prospective bidders may send their queries to be discussed during pre-bid meeting at least 2(two) days in advance in writing or email on itmanager.bmc@gmail.com as per predefine format. Format of pre-bid queries is shown in **Annexure-8**

1.8.3. The BMC may also on its own initiative, if deemed necessary, issue interpretations and clarifications to all bidders. Verbal clarifications and information given by the BMC or its employees or representatives shall not in any way or manner be binding on the BMC.

1.8.4. It would be the responsibility of the Bidders to be present at the venue of the pre-bid meeting.

1.8.5. BMC has discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.

1.8.6. No query will be entertained after the pre-bid meeting.

1.8.7. The BMC will try his best to respond to the questions raised or clarifications sought by the Bidders. However, The BMC reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the BMC to respond to any question or to provide any clarification.

1.8.8. The text of the clarifications asked (without identifying the source of enquiry) and the response given by the BMC, together with amendment to the bidding document, if any, will be posted on the BMC's website www.bmcgujarat.com and Procurement portal www.tender.nprocure.com

1.8.9. It would be responsibility of the bidder to check the websites before final submission of bids.

1.9. Amendment to the Tender Document

1.9.1. At any time prior to the deadline for submission of Bids, BMC may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidder(s), modify the tender document by corrigendum, which would be published on the BMC's website (www.bmcgujarat.com) and online procurement portal (www.tender.nprocure.com)

1.9.2. The Corrigendum shall be binding on all Bidders and will form part of the bid documents.

1.9.3. All Bidders must ensure that such clarifications/amendments have been considered by them before submitting the bid. BMC will not have any responsibility in case some omission is done by any bidder.

1.9.4. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the BMC, at its discretion, may extend the deadline for the submission of Bids.

1.10. Modification and Withdrawal of Bids

1.10.1. The bidder may modify or withdraw his bid before the last date of submission of bids.

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

1.10.3. No bid will be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiry of the bid validity. Withdrawal of a bid during this interval will result in the forfeiture of bidder's E.M.D.

1.11. Expenses

It may be noted that BMC will not pay any additional amount separately towards travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses or any other fees /charges.

1.12. Subcontracting/Consortium

The selected bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required by the bidder under the contract without the prior written consent of the BMC.

1.13. Additional Information/Clarification

1.13.1. BMC reserve the right to seek any additional information/ documents, as they may deem necessary to any matters covered by this bid. Bidders shall provide such additional information or clarification as sought by BMC within the provided time frame.

1.14. Cross Checking

1.14.1. BMC reserve the right to contact and verify information, references and data submitted by the bidder in the bid.

1.15. Extension of this contract after completion of AMC term

1.15.1. BMC has the right to extend the contract for a period up-to 1 year on the same terms and conditions. Bidder is required to un-conditionally accept the same.

1.15.2. Cost of the extended period would be as per the final contract amount for the third year. Final payment will be done based on actual number of months and days for which contract extended after completion of 3 years of AMC contract.

1.16. Termination of Contract

BMC may terminate the Contract if

- a) The selected bidder does not start performing the contract within stipulated time period.
- b) The selected bidder stops performing the contract or withdraw the activity to perform the contract.
- c) The selected bidder breaches any terms and conditions of the contract.
- d) The selected bidder does not follow the written instructions given by BMC.
- e) The selected bidder does not perform the contract up to the satisfactory level even after regular feedback from BMC.

Besides terminating the contract, BMC may put bidder into blacklist for a period of not less than 3 years.

2. Timelines of Various Activities of Project

- 2.1. Work of software in this tender that is AMC of existing software and new development will start from the date of LOI (Letter Of Intent) issued by computer department.
- 2.2. Successful bidder must sign the agreement within 30 day from the date of LOI (Letter Of Intent) issued by computer department. (The successful bidder will have to bear the agreement paper expense)
- 2.3. "Software Development Completion Certificate" of software will be issued only after bidder successfully complete/develop all the required features (identified in SRS and during each meeting and in each demo) of software and once User-Department of that software get satisfied with that.
- 2.4. AMC period of 3 years of the software will start from the date of "Software Development Completion Certificate" issued by computer department, Bhavnagar Municipal Corporation.
- 2.5. Selected bidder must have to complete the Redesign & Redevelopment of HR System within 14 months as per below timeline, from the date of LOI.

Sr. No.	Activities	Timelines (T=Date of Letter of Intent)
1	Signing of Agreement and sharing of source code	T + 30 days
2	Requirement gathering and analysis	T + 30 days
3	Submission of First Version SRS Document	T + 45 days
4	Verification of First Version SRS Document by BMC	T + 60 days
5	Submission of Second Version SRS Document If Required	T + 70 days
6	Verification of Second Version SRS Document by	T + 75 days

Sr. No.	Activities	Timelines (T=Date of Letter of Intent)
	BMC	
7	Wireframe (UI Screen Design)	T + 105 days
8	Verification of Wireframe	T + 115 days
9	Database Design	T + 135 days
10	Coding - Development	T + 240 days
11	Testing by bidder	T + 255 days
12	Code review (optimization – stored procedure, coding standard and dynamic functionality)	T + 295 days
13	User Acceptance Testing (UAT)	T + 305 days
14	Changes to be made based on UAT feedback	T + 315 days
15	Migration of old database to new	T + 345 days
16	Testing of migrated data	T + 355 days
17	Changes to be made based on testing feedback	T + 365 days
18	Launch(Parallel running old and new system together and output testing)	T + 425 days

3. Resource Requirement and Eligibility

- 3.1. For redesign and redevelopment - Successful bidder has to allocate team as per the requirement to achieve timeline of work.
- 3.2. For AMC - Successful bidder has to allocate minimum 1 developer for this software.
- 3.3. Minimum qualification of team/resource to be allocated at BMC as listed in the table below to carry out the work smoothly.

Ideal Team Structure			
Sr No	Resource	Educational Qualification of Resource	Experience of Resource
1	Project Manager	• B.E / B.Tech / MCA with specialization in computers or equivalent with the incumbent with relevant experience of 10+ years should be able to steer a project.	• Person should have strength in technology, domain, and application development and possess leadership qualities to lead a team.
2	Team Leader	• B.E / B.Tech / MCA with specialization in computer/information technology or equivalent degree.	• At least 07 years of experience in design / development of IT system / web based applications and relational databases.
3	Sr. Developer	• B.E / B.Tech / MCA with specialization in computer/information technology or equivalent degree.	• At least 05 years of experience in ASP.net framework 4.0 or .net Core and MVC technology /

			design / development of IT system / web based applications and relational databases.
4	Developer	<ul style="list-style-type: none"> • B.E / B.Tech / MCA with specialization in computer/information technology or equivalent degree. 	<ul style="list-style-type: none"> • At least 03 years of experience in ASP.net framework 4.0 or .net Core and MVC technology / design / development of IT system / web based applications and relational databases.
5	UI Designer	<ul style="list-style-type: none"> • Bachelor's degree in an IT/Computer or equivalent degree. 	<ul style="list-style-type: none"> • At least 03 years of experience in UI designing of IT application.
6	Database Administrator	<ul style="list-style-type: none"> • Bachelor's degree in an IT/Computer or equivalent degree. 	<ul style="list-style-type: none"> • At least 03 years of experience in handling, designing and maintaining large database. • Demonstrated experience in database performance tuning, SQL code tuning & setting up proactive monitoring.

- 3.4. Successful bidder has to provide contact detail (name, mobile number, and email) of all hierarchy of (Developer> Team Leader>Project Manager) agency for each software in written to computer department within first 30 days from the date of Letter of Intent (LOI).
- 3.5. Allocated resource monitoring and management should be done by the project manager.
- 3.6. Team leader is responsible for the task allocation and task breakup of their team.
- 3.7. If the allocated resource changed by agency, then agency must have to report about this in written within 7 days and put other resource.
- 3.8. After ending of AMC if new agency is selected for upcoming AMC, Selected agency will have to give minimum 5 trainings to new agency for knowledge sharing without any cost.
- 3.9. Selected bidder must have to gain all the programming, technical and logical knowledge from the existing agency in 5 trainings within 1 month and have to start work smoothly and independently within that 1 month.
- 3.10. Agency must have to remain present at BMC at any point of time whenever asked by BMC Officials at their own cost and responsibility to discuss current work progress or new proposed work discussion or any critical error/issue arise etc.
- 3.11. In case of 2-3 or more simultaneous work assigned by BMC at the same time to the agency, Agency has to complete all the work within specified timeline by adding/managing resources at their level without any extra cost.

- 3.12. If assigned developer work is not found satisfactory (Weak programming, No logical knowledge, Poor Analysis etc.) to BMC Official then after 2 notices from BMC side, Agency must have to change that current assigned developer within 7 days as per resource requirement and Eligibility in this tender.
- 3.13. If selected bidder change the assigned developer for this project due to their company's need/requirement, then maximum only 3 times developer change allowed for this 3 year AMC. After that Agency have to take the permission of computer department authority for changing the developer.
- 3.14. In any circumstances, If assigned developer is changed due to BMC demand, switching the job or any other reason, then the current assigned developer and new assigned developer must have to work on this BMC project together for one month to gain full knowledge of this project by newly assigned developer.
- 3.15. If the developer has to take leave under any circumstances, your agency has to keep another developer available in place of the developer during the leave period.
- 3.16. Assigned developer must have to take leave approval from computer department authority before going for long leave.
- 3.17. For short period leave when assigned developer not available for 1 or 2 days, Selected Agency must have to make available other developer (who must have the knowledge of BMC's project regarding Programming aspect, Logical aspect and DB design aspect) immediately without fail. Same must be conveyed via email to BMC authority before going for leave.
- 3.18. The team working on software i.e. project manager, project leader and developer must need to have all the knowledge about the whole software, various issues and new developments running in the software.
- 3.19. The project team has to attend the office of BMC when ask by BMC for the meeting.
- 3.20. Deployed resources must have the knowledge of TFS and Tortoise SVN and other source code versioning tools.
- 3.21. Deployed resources must have knowledge of integrating SMS API's, Email or any third party API's.
- 3.22. Database inspection must be done by agency's database administrator at every quarter and complete inspection report must have to be sending to BMC.
- 3.23. If any specialized technical support/help is required during project then agency has to manage that without any extra cost.
- 3.24. If any specific work could not be completed due to poor performance of any team member, the agency is required to provide a suitable substitute. Any change in team during the period of contract should be informed to BMC.

4. Service Level Agreement (SLA) and Penalty

4.1. SLA & Penalty for Redesign and Redevelopment Work

If the successful bidder fails to complete the work within the time limit as mentioned in the tender document, then penalty of 0.5% of contract value (Cost of Redesign and Redevelopment Work) for each week of delay or part thereof.

4.2. SLA & Penalty for AMC

4.2.1. In the event of failure to submit the resolution within the stipulated completion period, the liquidated damages are payable by the successful bidder as per table given below.

4.2.2. Priority wise SLA

Priority	Resolution Time Limit (in Days)	Priority Description	Penalty Amount (in Rs./day)
P1	1	Major functional failure / Breakdown / System crash / High Priority/Urgent work required by BMC	3000/-
P2	3	Some parts of system hamper the office work	1000/-
P3	10	Minor Changes in plotting and modification in report or grid	700/-
P4	20	Minor change which does not affecting routine work	500/-
P5	30	UI changes or any other minor changes	300/-
Unattended meeting	Penalty started from the date of unattended meeting to when physically visited to BMC Office	Visit BMC to do Discussion for current work progress or new proposed work discussion or any critical error/issue arise	1500/-
Delay in MOM	5	Complete Minutes of Meeting within timeline and with accuracy	300/-
Delay in New development / Major modification	As decided by BMC	New Development work or Major modification	1000/-

4.2.3. The delay in the completion of task by the selected bidder in the prescribed delivery period may render him liable to any or all of the following penalties:

- a. The penalty as mentioned in Priority wise SLA.
- b. Forfeiture of EMD / PBG / Security Deposit.
- c. BMC may put bidder into blacklist for a period of not less than 3 years.

4.2.4. Penalty will calculated at the end of every quarter and it will be deducted from the bill amount of that corresponding quarter or any subsequent quarters or from SD.

4.2.5. For any task given by BMC, the agency has no rights to raise the concern against the priority which is set by BMC. BMC assigned priority for any task will be consider final priority for that task.

4.2.6. In case of “Unattended meeting”, BMC has right to charge the penalty till the agency team not physically arrived at BMC for meeting.

4.2.7. The amount of penalty shall be subject to a maximum limit of 10% of the total contract value of AMC.

4.3. In emergency condition and for special requirement of BMC, selected bidder has to provide support on holidays too without charging any extra cost. Failing in this will charge penalty equal to P1 category error/issue defined in Priority wise SLA.

5. Force Majeure

5.1. The Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, riot, terrorist or military action, industry wide or state wide or India wide strikes or industrial action which prevent execution of pick up stand / queue shed, strikes or boycotts (other than those involving the Bidder or their respective employees/representative or attributable to any act or omission of any of them) interrupting supplies and services, either in fires, floods, strikes, lock-outs and freight embargoes.

5.2. If a Force Majeure situation arises, the Bidder shall promptly notify the Commissioner, Bhavnagar Municipal Corporation, in writing of such conditions and the cause thereof within 10 calendar days. Unless otherwise directed by the Municipal Commissioner in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

5.3. In the event of delay lasting over two months, if arising out of causes of Force Majeure, BMC reserves the right to cancel the order.

5.4. Delivery & Issue resolution period may be extended due to circumstances relating to Force Majeure by the BMC. Bidder shall not claim any further extension for delivery & Issue resolution or completion of work.

5.5. BMC shall not be liable to pay extra costs under any circumstances.

5.6. Notwithstanding above, the decision of the Commissioner, Bhavnagar Municipal Corporation, shall be final and binding on the Bidder.

6. Copyright

6.1. Any software, hardware, data, awards, certificates, patent, etc. shall be absolute property of Bhavnagar Municipal Corporation. The Successful bidder will transfer to BMC all Intellectual Property Rights in the Software developed. The bidder shall relinquish to the Department source code of the developed portal within 7 (seven) days from the date of acceptance of the system. The source code supplied to the Department shall at all times be a complete, accurate, and up-to-date copy corresponding exactly to the current production release of the software.

6.2. BMC will be the sole proprietor of generated source code. BMC can use source code for any purpose.

6.3. Source code need to be provided to BMC as and when needed.

7. Payment terms & condition

7.1. No Advance Payment will be done

7.2. Breakup of Payment for Redesign/Redevelopment of software

Details	Release of Payment
Development completion certificate issued by Computer Department	70% of development charge
After 3 month of successful running of software from the date of software development completion certificate issued by Computer Department	30% of development charge

7.3. Breakup of Payment for existing software AMC

Payment will be release at end of every quarter

$$\text{Quarter Amount} = \frac{\text{Final AMC amount of 14 months}}{5 \text{ (Quarters of 14 months)}}$$

7.4. Breakup of Payment for New software AMC

Payment will be release at end of every quarter

$$\text{Quarter Amount} = \frac{\text{Final AMC amount of 3 years}}{12 \text{ (Quarters of 3 years)}}$$

7.5. Bidder has to submit invoice (in two copies) and report of work done.

7.6. GST as applicable.

7.7. Payments will be made after deducting TDS.

7.8. Providing clarifications/particulars/documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws etc. will be the responsibility of the agency at his cost.

8. Scope of Work

8.1. During development and AMC successful bidder shall be responsible to carry out all the activities including fixing of bugs/errors, modification, upgradation, development of new module etc. for smooth and reliable functioning of the software. No extra charges will be provided. Task will be assigned by BMC officials to agency via mail/written letter/tickets of ticketing tool/Phone Call/Face to Face Instructions.

8.2. Agency need to redesign and redevelop existing system with new technology (dot net core 8.0 + MVC) and also required to redesign database with optimization and shifting of all old data in respective tables.

8.3. Old data migration to newly developed database

8.4. Redesign timeline would be 14 months. During these 14 months agency need to manage existing software and parallel required to work for the new development.

- 8.5. If in 14 months new software is not launch then agency need to manage existing software at free of cost till the new software is launch.
- 8.6. Extensible for adding new module and integration with software modules of Bhavnagar Municipal Corporation is the responsibility of the agency.
- 8.7. **The following Software Development activities/tasks included (but not limited to) in scope of work**
 - 8.7.1. Undertake Requirement Gathering and Analysis
 - 8.7.2. Preparation of System Requirement Specification (SRS) and System Design Document (SDD)
 - 8.7.3. Development of the Application Software
 - 8.7.4. Testing of the Application
 - 8.7.5. Assisting UAT (User Acceptance Team) in providing the Test Scenarios / cases prepared at the time of testing the application
 - 8.7.6. Deploy and configure the application on the server
 - 8.7.7. Deployment and Configuration of Application
 - 8.7.8. Undertake activities like bug fixing, application enhancement etc.
 - 8.7.9. Debugging, modification, updation and new development in the Application
 - 8.7.10. Maintain change management log
 - 8.7.11. Proper version control of the source code
 - 8.7.12. Development of APIs / web services if required by BMC
- 8.8. **The following Software AMC activities/tasks included (but not limited to) in scope of work**
 - 8.8.1. Selected Agency will have to visit BMC without fail for any meeting/requirement gathering & analysis for HR System related work whenever asked/required by BMC officials at cost and responsibility of their own.
 - 8.8.2. Successful bidder has to provide on-site maintenance/modification as per BMC requirement.
 - 8.8.3. Successful bidder has to provide 24 x 7 X 365 services.
 - 8.8.4. Successful bidder has to provide quick online & offline technical support from team.
 - 8.8.5. The agency will have to provide training any number of times as and when requested by the staff of BMC for any existing or newly developed features to concerning staff and authorities without any extra cost.
 - 8.8.6. At the End of this AMC period, If the issues related to the software are found pending, then the agency will have to complete and solve the issues of software without any extra charge. Unless the work is completed, BMC will not release the Security Deposit of the agency

9. Documentation Details

- 9.1. System Requirement Specification (SRS) document containing detailed requirement capture and analysis including functional requirement, Non-functional requirement, Interface Specifications, application security requirements etc.
- 9.2. The MOM of the meeting with various departments of Bhavnagar Municipal Corporation shall be given in the BMC approved format and in Gujarati language.

- 9.3. After each meeting drafting of MOM/SRS in Gujarati language is responsibility of the agency. Same must be forwarded to the Computer Department within 5 days after the date of meeting.
- 9.4. The following documentation (including, but not limited to) to be submitted as part of software development.
 - a) SRS & SDD
 - b) Prototype / UI,
 - c) Database Design Document,
 - d) Test Plans and Test cases (including Unit Test Plan, System/Integration Test Plan, User Acceptance Test Plan, Security Test Plan, Load Test Plan)
 - e) User manuals
 - f) Systems Administration Manuals
 - g) Gantt chart of development phase.
 - h) short videos
- 9.5. The successful bidder shall advise for making provisions for server space and maintenance of the data base.

10. Additional Terms and conditions

- 10.1. The web application has to be developed as per the latest guidelines published by GoG/Gol.
- 10.2. The language/framework/database applications etc. used for the development of the software should be of the latest industrial standard with Long Term Support.
- 10.3. The web modules and database structures should have provisions to facilitate the expansion of the modules.
- 10.4. The web modules developed shall not be distributed in part or in full to any third party without obtaining prior permission from the Municipal Commissioner, BMC in writing.
- 10.5. The web application developed should be compatible for viewing on laptops, desktops and Mobile.
- 10.6. The information pertains to a person, login details or of any sensitive nature should be encrypted and stored in the database.
- 10.7. The reset password request has to be processed through OTP authentication.
- 10.8. The web application should have suitable translation features to present the content of the websites in English and Gujarati.
- 10.9. The Software modules developed will be the property of the BMC and will hold all the rights on these modules. The full source code on the modules developed/modified shall be made available to this at the time of installation of the modules. All content should be stored and kept confidential and should not reuse/replicate/ transfer to anyone else.
- 10.10. The Agency should provide all admin/user manuals. They should also provide support for all future upgrades/initiatives of BMC related to software.
- 10.11. All the legal disputes are subject to the jurisdiction of Bhavnagar court only.
- 10.12. For new features developed during this development phase and AMC period must be Robust and Secure.
- 10.13. Agency has to provide version wise patch / code management storage on BMC server.
- 10.14. Final Source Code will have to be handed over to BMC as and when needed or after completion of AMC period (agency have to provide DVD).

- 10.15. The agency has to deploy the source code from Virus Protected End point in network. And agency has to allocate 2 virus protected systems for development and deployment. Successful Bidder will have to follow this clause, once BMC Authority asked to do in written after all security and safety measures successfully taken care by successful bidder to achieve this scenario.
- 10.16. Agency must have done all required change related to database like database performance tuning, performance optimization and query optimization etc.
- 10.17. Agency should have submit weekly status report as per below format provided by BMC.
- 10.18. It is an Agency's responsibility to test the new development and redevelopment section in software before deploying on the BMC server.
- 10.19. Before deploying the redevelopment and new development section on BMC Server, Agency must have to check and test the all affected/surrounding criteria/modules in the software.
- 10.20. If Agency developed the new feature then agency must have create help pages in Gujarati and English for new feature.
- 10.21. If BMC decide to use certain specific .Net or SQL programming practice, then agency must have to start using them immediately.
- 10.22. Agency must have to use minimum 3 NF in database designing and have to use advance .Net and SQL feature in development.
- 10.23. During AMC period of this Contract, If any specific technology change occur in market or some new/specific technology needs arise to use in existing software to keep it continue working or BMC Authority decide to start using specific new technology in existing software, then selected bidder will have start using it within a month without charging any extra cost. To achieve this clause, If any license needs it will be borne by BMC for BMC Side.
- 10.24. It is successful bidder's responsibility to do IIS management for this software.
- 10.25. As per BMC needs, successful bidders must have to do the performance improvement related changes in .Net Programming side and SQL Programming side to achieve high performance of the software.
- 10.26. The successful bidders must be responsible for all the web security related aspects of this software.
- 10.27. It is successful bidder responsibility to do in-depth analysis of any new development proposal or any changes in existing module and complete the task within specified timeline given by BMC. From BMC side, only one person will be provided for analysis and communication of proposed work with actual user department. If major modifications required at the time of demo or after completion of proposed work by agency due to poor analysis from selected bidder side, no extra time will be given in earlier decided timeline and penalty will be executed as per mentioned in Point – Priority wise SLA.
- 10.28. If Central Government or Government will announced any GR (General Resolution) regarding Web Technology update then successful bidder has to implement as per the GR.
- 10.29. Successful bidder should be responsible for ensuring that all the Software, Plugins, Scripts etc., used for the development of the software are updated with the latest patches and are free of any known vulnerabilities. The updation of patches should be carried out within 15 days from the date of announcement of the patch by OEM (in case of High Critical

Vulnerabilities) and 30 days (in case of other Vulnerabilities) in consultation with Computer Department.

- 10.30. Successful bidder shall ensure all kinds of security provisions including CAPTCHA facility and password protection at server and client side. If there is a provision of user registration then user ID and Password shall be kept in encrypted form.
- 10.31. Successful bidder shall keep track of the record of updation & maintenance request received from Bhavnagar Municipal Corporation and action taken report. The report shall be sent to the Computer Department, Bhavnagar Municipal Corporation Organization every month.
- 10.32. At the time of publishing any patch/modification in BMC's software, deployed team should have to test the issue and the affected areas. After publishing patch on live server, agency must have to test immediately on the live server. Also, backup plan and revert plan have to be kept ready for certain circumstances.
- 10.33. Every time publishing is to be done for an issue in the software, the code and DLL of the latest version must be uploaded along with the publishing note. Before publishing, backup of code and backup of DB should be stored date wise and version wise in BMC's specified storage location.
- 10.34. Successful bidder has to follow standard Policy for project/ Coding Standard for the project.

SECTION 6: ANNEXURES

ANNEXURE-1: Bid Letter

(On agency's letter head with duly seal and signed by authorized person)

To:

The Commissioner shree,
Bhavnagar Municipal Corporation,
Sir Mangalsinhji Road, Bhavnagar-364001

Date:

Subject: Tender bidding for “REDESIGN & REDEVELOPMENT OF HUMAN RESOURCE (HR) SYSTEM FOR BHAVNAGAR MUNICIPAL CORPORATION (WITH 3 YEARS OF AMC AND AMC OF EXISTING SOFTWARE FOR 14 MONTHS) (SECOND ATTEMPT)” in Bhavnagar Municipal Corporation

Respected Sir,

We here by submit our offer in full compliance with terms & conditions mentioned in this tender. We have submitted the offer in two separate and sealed envelopes marked as Technical Bid & Tender Fee and EMD and we have submitted Financial Bid online through e-Tendering website on <https://tender.nprocure.com> using digital signatures.

We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender.

We do hereby undertake to provision as per tender terms and conditions. We hereby certify that the Bidder is a Directorate/Proprietor or the person signing the tender is the constituted attorney.

We are aware that Commissioner, BMC reserves all rights to reject all/any of the offers without assigning reason thereof and Commissioner, BMC reserves the right to allot the work to any of the agencies without assigning any reason's thereof.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.

Signature of Bidder (with official seal)

Name : _____

Designation : _____

Address : _____

Mobile No : _____

ANNEXURE-2: Letter of Authorization

(On agency's letter head with duly seal and signed by authorized person)

To,
Commissioner shree,
Bhavnagar Municipal Corporation,
Sir Mangalsinhji Road,
Kalanala, Bhavnagar – 364001

Shri _____ domiciled at _____ (Address), acting as _____ (Designation and name of the firm), and whose signature is attested below, is hereby authorized on behalf of to negotiate and settle terms and conditions, finalize, approve, sign and execute Agreements, Documents, Endorsements, Writings etc. as may be required by BMC for the work of "REDESIGN & REDEVELOPMENT OF HUMAN RESOURCE (HR) SYSTEM FOR BHAVNAGAR MUNICIPAL CORPORATION (WITH 3 YEARS OF AMC AND AMC OF EXISTING SOFTWARE FOR 14 MONTHS)(SECOND ATTEMPT)" and is hereby further authorized to sign and file relevant documents in respect of the above.

Table 1: Details of authorized person who gives authority (i.e. Director, MD, Chairman, Proprietor etc.) to person mention in table 2 to execute tender.	
Name:	
Signature:	

Table 2: Details of person who received authority (i.e. Manager, Tender Executive, Team Leader etc.) from person mention in table 1 to execute tender.	
Name:	
Signature:	

ANNEXURE-3 : Statement of Annual Turn Over

Sr. No.	Financial Year	Annual Turnover (in Lakhs)
1	2021-22	
2	2022-23	
3	2023-24	

Note:

- This form should be duly signed by the auditor of the company with his registration number
- Attach audited Profit and Loss Account, Balance sheet for financial year 2021-22, 2022-23 and 2023-24.

ANNEXURE-4: List of recent project carried out

(On agency's letter head with duly seal and signed by authorized person)

Details of software are done during the past 5 years:

Sr No	Name of project	Name of client	Contact details of client	Work Order Number & Date	Technology Used	Start date	Completion date

Note :-

- The Firm should provide details of only those assignments that have been completed successfully by own firm.
- Attach copy of work order / letter of award for each project mentioned above.
- Satisfactory completion certificate from client should be enclosed.

ANNEXURE-5 Non-Blacklisting Certificate

(On Non judicial Stamp paper of Rs.100/- duly attested by the First class Magistrate/Notary Public)

I M/s. _____ (Bidder),
_____ (the names and address of the registered office) hereby certify and confirm that we or any of our promoter/s /director/s are not barred by Government of Gujarat (GoG) / any other entity of GoG or blacklisted by any state government or central government / department / agency in India from participating in Project/s, either individually or as member of a sub-contractor as on the _____ - (Bid submission Date), rejection in case any material misrepresentation is made or discovered with regard to the requirements.

We further confirm that we are aware that our Application for the captioned Project would be liable for of this Tender at any stage of the Bidding Process or thereafter during the agreement period. Dated this _____ Day of _____ 2024.

Name of the Bidder _____
Signature of the Authorized person _____
Name of the Authorized Person _____

ANNEXURE-6: Certificate of EPF not applicable

(On bidder's letter head with duly seal and signed by authorized person)

CERTIFICATE

Our Organization/agency _____ applied bid for **“REDESIGN & REDEVELOPMENT OF HUMAN RESOURCE (HR) SYSTEM FOR BHAVNAGAR MUNICIPAL CORPORATION (WITH 3 YEARS OF AMC AND AMC OF EXISTING SOFTWARE FOR 14 MONTHS) (SECOND ATTEMPT)”** vide Tender No: BMC/COMPUTER/5.1/2024-25 by computer department, Bhavnagar Municipal Corporation. We declare that our organization is not registered under EPF. In future any question or liability arising under E.P.F. rules shall be the sole responsibility of our organization/agency.

Authorized Person sing/Stamp: _____

Authorized Person Name: _____

ANNEXURE-7 Disclosure of ESIC not applicable

(On bidder's letter head with duly seal and signed by authorized person)

CERTIFICATE

Our Organization/agency _____ applied bid for **“REDESIGN & REDEVELOPMENT OF HUMAN RESOURCE (HR) SYSTEM FOR BHAVNAGAR MUNICIPAL CORPORATION (WITH 3 YEARS OF AMC AND AMC OF EXISTING SOFTWARE FOR 14 MONTHS)(SECOND ATTEMPT)”** Procured by computer department, Bhavnagar Municipal Corporation. We declare that our organization is not registered under E.S.I.C. rule. A certificate of which is hereby given. And in future any question or liability arising under E.S.I.C. rules shall be the sole responsibility of our organization/agency.

Authorized Person Sign/Stamp: _____

Authorized Person Name: _____

ANNEXURE-8 Bidder's Request For Clarification

Sr. No.	Tender Document Reference (Section, Clause & Page Number)	Actual Content of Tender Document	Queries by Bidder