



**GOVERNMENT OF KARNATAKA**

Office of the Director and Member Secretary,  
Karnataka State Integrated Child Protection Society,  
Department of Women and Child Development  
2<sup>nd</sup> Floor, M.S.Building, Dr Ambedkhar Veedhi,  
Bangalore 560 001  
email : icps.kar@gmail.com

No WCD/CPU/109/2015-16/06

Date:31.05.2016

**Short-Term Tender Notification**

**SHORT-TERM TENDER FOR DESIGN, DEVELOPMENT, IMPLEMENTATION  
AND SUPPORT OF NEW KSICPS WEBSITE AND MIS REPORTING**

The Karnataka State Integrated Child Protection Society (KSICPS), Department of Women and Child Development(DWCD), Government of Karnataka, invites proposals from reputed and experienced software application development companies to provide Software Development (Java Spring Framework), Implementation & Support Services for: Upgrading, Customising, Design, Development, Implementation and Support of New KSICPS Website and MIS Reporting as given below

- I. ICPS website and MIS, requirements, design, development, testing, deploying, training, maintenance and support

1. Tender No: WCD/CPU/109/2015-16/06
2. Tender document available for download : Dt. 01.06.2016
- 3.Last date for receipt of Tender: Dt. 15.06.2016 by 4.00 pm
- 5.Opening of Technical bid and Presentation: Dt.16.06.2016 at 11.00 am
- 6.Opening of Financial bid: Dt.20.06.2016 at 11.00 am.
7. EMD amount to be deposited : (Rs 8,000; Rupees Eight Thousand only)

Tender Notification and reference copy of Tender document is available with the Department's Website - <http://dwcdkar.gov.in>. Further details can be obtained from the office of the Project Director (KSICPS), Department of Women and Child Development, First floor, M.S.Building, Dr. Ambedkar Veedhi, Bengaluru. Tel: 080-22879381; 9845091083.

Director (sd/-)  
Dept of Women and Child Development  
and Member Secretary  
Karnataka State Integrated Child Protection Society  
Bengaluru

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Sl No.	Details	
1	Tender No	WCD/CPU/109/2015-16/06
2	Tender document available for download	Dt: 01.06.2016
3	Last date for receipt of Tender	Dt: 15.06.2016 by 5.00 pm
4	Technical bid opening date and time	Dt: 16.06.2016 by 11.00 am
5	Financial bid opening date and time	Dt: 20.06.2016 by 3.00 pm

Director (sd/-)  
Dept of Women and Child Development  
and Member Secretary  
Karnataka State Integrated Child Protection Society  
Bengaluru



**Karnataka State Integrated Child Protection Society  
Department of Women and Child Development, Karnataka**

Directorate, M.S.Building, Dr Ambedkhar Veedhi,  
Bangalore 560 001  
<http://dwcdkar.gov.in>  
email: [icps.kar@gmail.com](mailto:icps.kar@gmail.com)

Standard Request for Proposals  
for  
Design, Development , Implementation and Support  
of a new

KSICPS Website and MIS reporting

No: WCD/CPU/109/2015-16/06

Instructions to Bidders,  
Statement of work and Standard Contract and JJ Application Overview &  
Requirements

May 31, 2016

## **Section 1**

### **Letter of Invitation**

Director, Dept of Women and Child Development and Member Secretary, Karnataka State Integrated Child Protection Society, Bengaluru 560001

Dear Bidder,

1. The Karnataka State Integrated Child Protection Society (KSICPS), Department of Women and Child Development(DWCD), Government of Karnataka, invites proposals from reputed and experienced Application Software Development companies / Agencies to provide Application Software Development, Implementation & Support Services for:

- II. ICPS website and MIS, requirements, design, development, testing, deploying, training, maintenance and support

More details on the scope of work and services expected from the Bidder are provided in the Section5: Statement of Work in this RFP document and Section 7 on Existing software environment. Your company is now invited to submit your proposal as per the attached RFP document.

2. A company will be selected under Quality and Cost Based Selection (QCBS) procedures described in this RFP.

3. The RFP includes the following documents: Instructions to Bidders, Statement of Work, & Standard Contract.

Please inform us that you have received the letter of invitation and RFP ; and whether your organization will submit a proposal.

#### **Important Dates**

Tender Inviting authority	<b>Member Secretary, Karnataka Integrated Child Protection Society, Department of Women and Child Development, Government of Karnataka</b>
Date of publishing Tender Document	<b>June 01, 2016</b>
Last date for submission of tenders	<b>June 15, 2016 by 4.00 pm</b>
Date and time of Opening, Presentation of Technical Proposals	<b>June 16, 2016 at 11.00 am</b>
Date and time of opening of financial Proposals	<b>June 20, 2016 at 11.00 am</b>
Address for Communication	<b>Project Director, KSICPS, Department of Women and Child Development, Ist Floor, MS Building, Bangalore 560 001; email:icps.kar@gmail.com</b>

## **Section 2**

### **Instructions to Bidders**

#### **2.1 Definitions**

(a) "Employer" means the company with which the selected Bidder signs the Contract for the Services. In this project, the 'Employer' is the Karnataka State Integrated Child Protection Society (KSICPS), Department of Women and Child Development (DWCD), Bangalore.

(b) "Bidder" means any entity or person that may provide or provides the Services to the Employer under the Contract.

(c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, i.e. the General Conditions (GC), the Special Conditions (SC), and the Appendices.

(d) "Data Sheet" means such part of the Instructions to Bidders used to reflect specific assignment conditions.

(e) "Day" means calendar day.

(f) "Instructions to Bidders" means the document which provides interested Bidders with all information needed to prepare their Proposals.

(g) "LOI" (Section 1 of this document) means the Letter of Invitation being sent by the Employer to the Bidders.

(h) "Personnel" means professionals and support staff provided by the Bidder and assigned to perform the Services or any part thereof;

(i) "Proposal" means the Technical Proposal and the Financial Proposal.

(j) "RFP" means the Request for Proposal to be or is prepared by the Employer for the selection of Bidders

(k) "Assignment / job / work order" means the work to be performed by the Bidder pursuant to the Contract.

(l) "Statement of Work" (SOW) means the document included in this document, which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Bidder, and expected results and deliverables of the assignment.

(m) "ICPS Website" means the complete Website / portal and MIS of KSCIPS as envisioned in the SOW

(n) "EC" means the Evaluation Committee formed by the Employer

#### **2.2 Introduction**

2.2.1 The KSICPS will select an Application Development, Implementation and Support Company which must be a company (the Bidder), in accordance with the method of selection specified in the Data Sheet.

2.2.2 The name of the assignment/ job has been mentioned in Data Sheet. Detailed scope of the assignment/ job based on requirements study has been described in the SOW in this document.

2.2.3 The date, time, and address for submission of the proposals has been given in Invite Letter.

2.2.4 Interested Bidders are invited to submit and present Technical Proposal and a Financial

Proposal, for Application Development, Implementation & Support Services required for the assignment named in the Data Sheet as detailed in this document under TWO COVER SYSTEM. The proposal, technical presentation, and any clarifications provided by the Bidder along with the Statement of Work provided in the RFP will be the basis for contract negotiations and ultimately for a signed Contract with the selected Bidder.

2.2.5 Interested eligible agencies may obtain additional information Project Director, KSICPS and/or the document may be downloaded from the website <http://dwcdkar.gov.in>.

2.2.6 Proposals must be accompanied by earnest money deposit which shall be paid through a Demand Draft as specified in this Tender document and shall have to be valid for 90 days beyond the validity of the tender.

2.2.7 Tenders must be submitted within the date and time published in the Invite letter. Technical Proposals will be opened at prescribed time and date in the Invite Letter, in the presence of the agencies at Director, Dept of Women and Child Development and Member Secretary, Karnataka State Integrated Child Protection Society, Bengaluru 560001

If the office happens to be closed on the date of receipt of the tenders as specified, the tenders will be opened on the next working day at the same time and venue.

2.2.8 Bidders should familiarize themselves with local conditions and take them into account in preparing their Proposals.

2.2.9 Bidders shall bear all costs associated with the preparation and submission of their proposals and contract negotiation.

2.2.10 Unfair Advantage: If a Bidder could derive a competitive advantage from having provided services related to the assignment in question, the Employer shall make available to all other Bidders together with this RFP all information that would in that respect give such Bidder any competitive advantage over competing Bidders.

2.2.11 Fraud and Corruption: It is required that Bidders participating in the project adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract.

The Employer:

(a) defines, for the purpose of this paragraph, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official or members of the EC, in the selection process or in contract execution;

(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

(iii) "collusive practices" means a scheme or arrangement between two or more Bidders with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels;

(iv) "coercive practices" means harming or threatening to harm, directly or

indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

(b) will reject a proposal for award, if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;

2.2.12 The Bidders shall be aware of the provisions on fraud and corruption.

2.2.13 Only one Proposal: A Bidder shall submit only one proposal. If a Bidder submits or participates in more than one proposal, such proposals shall be disqualified.

2.2.14 Proposal Validity: The Data Sheet to Bidder indicates how long Bidders' Proposals must remain valid after the submission date. During this period, Bidders shall maintain the availability of Professional staff nominated in the Proposal and fully commit to their financial proposal, unchanged. The Employer will make its best effort to complete negotiations within this period. Should the need arise, however, the Employer may request Bidders to extend the validity period of their proposals. Bidders who agree to such extension shall ensure that they maintain the availability of the Professional staff nominated in the Proposal and fully commit to their financial proposal, unchanged, or in their confirmation of extension of validity of the Proposal, Bidders could submit new staff in replacement, who would be considered in the final evaluation for contract award. Bidders who do not agree, have the right to refuse to extend the validity of their Proposals, under such circumstances, the Employer shall not consider such proposal for further evaluation.

2.2.15 The Employer shall select a single company as defined in the “Companies Act of 1956” for the execution of this contract and any subbidders and contractors shall not be allowed.

### **2.3 Clarification and Amendment of RFP Document**

2.3.1 Bidders may request a clarification in the RFP document up to the number of days indicated or the date indicated in the Invite letter before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Employer’s address indicated in the invite letter. The Employer will respond in writing by standard electronic means of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para.

2.3.2.

- i. At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum/ corrigendum in writing or by standard electronic means. The addendum/ corrigendum shall be sent to all Bidders and will be binding on them. Bidders shall acknowledge receipt of all amendments. To give Bidders reasonable time in which to take an amendment into account in their Proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals. The Employer reserves the right to cancel or recall the tender at anytime without assigning any reasons.

Table 1:

### Schedule of Requirements

S.No	Name of Work	Specifications and Conditions	Earnest Money Deposit in Rs
Work 4			
4	ICPS website and MIS, requirements, design, development, testing, deploying, training, maintenance and support	Specifications as given in Section 4 and 7	8,000

EMD amount to be deposited: Rs 8,000/- ( Rupees Eight Thousand only)

### 2.4 Preparation of Proposals

2.4.1 The Proposal, as well as all related correspondence exchanged by the Bidders and the Employer, shall be written in English.

2.4.2 In preparing their Proposal, Bidders are expected to examine in detail the documents comprising the RFP and Requirements Document. Material deficiencies in providing the information requested may result in rejection of a Proposal. The Proposal consists of 2 parts (i) Technical Proposal and (ii) Financial Proposal.

2.4.3 While preparing the Technical Proposal, Bidders must give particular attention to the following:

(a) If a Bidder considers that it may enhance its expertise for the assignment by associating with individual experts it may do so for performance and security architecture and engineers.

(b) The Proposal shall be based on the number of Professional staff months/ tenure or budget independently estimated by the Bidders. While making the proposal, the Bidder must ensure that it proposes the minimum number and type of experts as sought by the Employer, failing which the proposal shall be considered as non responsive.

(c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

(d) Documents to be issued by the Bidders as part of this assignment must be in English language

### Technical Proposal Format and Content

2.4.4 Bidders are required to submit the Full Technical Proposal (FTP). The Data Sheet indicates the format of the Technical Proposal to be submitted.

2.4.5 The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Form.



- (a) For the FTP: a brief description of the Bidders' organization and an outline of recent experience of the Bidders on assignments of a similar nature are required in Form TECH 2 of Section 3. Bidders should be prepared to substantiate the claimed experience if so requested by the Employer.
- (b) For the FTP: comments and suggestions on the Statement of Work including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for office space, equipment, data, etc. to be provided by the Employer (Form TECH 3 of Section 3). Bidders should be able to substantiate the experience claimed in their proposal and must submit Letter of Award / Copy of Contract for all assignments mentioned in the proposal.
- (c) For the FTP, a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH 4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH 8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
- (d) The list of the proposed Professional staff team to be engaged in this assignment by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH5 of Section 3).
- (e) Estimates of the staff input (staff months of professionals) needed to carry out the assignment (Form TECH 7 of Section 3). The staff months input should be indicated separately in the format.
- (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH 6 of Section 3).
- (g) For the FTP: a detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

2.4.6 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information shall be declared non responsive and shall be summarily rejected

2.4.7 Financial Proposals: The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). The bidder must make arrangements for efficient human resource management and administration of development period. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be summarily rejected.

2.4.8 Taxes: The Bidder may be subject to local taxes (such as: value added or sales tax, Service taxes, social charges, or income taxes on non resident Foreign Personnel, duties, fees, levies) on amounts payable by the Employer under the Contract. Bidders shall include such taxes in the financial proposal.

2.4.9 Bidders should provide the price of their services in Indian Rupees.

## **2.5 Submission, Receipt, and Opening of Proposals**

2.5.1 The original proposal (Technical Proposal and Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the proposal must initial such corrections. Submission letters for the Technical Proposal and Financial Proposals should respectively be in the format of TECH 1 of Section 3, and FIN 1 of Section 4, respectively.

2.5.2 An authorized representative of the Bidders shall initial all pages of the original Technical and Financial Proposals. The signed Technical and Financial Proposals shall be marked "ORIGINAL".

2.5.3 Earnest money deposit / Tender security: The bidders can pay the Earnest Money Deposit (EMD) through a Demand Draft payable in the name of "Karnataka Integrated Child Protection Society" Payable at Bengaluru.

2.5.4 The Agencies proposals will be evaluated only on confirmation of receipt of the payment (EMD).

2.5.5 EMD amount will have to be submitted by the company taking into account the following conditions:

- i. The EMD is paid through a Demand Draft valid for 45 days from the submission date
- ii. The DD should be payable in the name of "Karnataka Integrated Child Protection Society" Payable at Bengaluru"

2.5.5.1 Any tender not accompanied by an acceptable earnest money deposit as indicated above shall be rejected by the Employer as non-responsive.

2.5.5.2. The earnest money deposit of unsuccessful agencies will be returned within 30 days of the end of the tender validity period specified in this document. Based on the instructions of Tender Accepting Authority (TAA) the EMD amount of the unsuccessful Agencies will be refunded.

2.5.5.3. The earnest money deposit of the successful company will be discharged when the company has completed the work successfully without any interest. Further the successful company should furnish the 5% of the quoted amount as Security Deposit in the form of a valid Demand draft

2.5.5.4 . The earnest money deposit may be forfeited:

- a. If the company withdraws the Tender after tender opening during the period of tender validity;
- b. If the company does not accept the correction of the Tender Price.
- c. In the case of a successful company, if the company fails within the specified time limit to
  - i. Sign the Agreement; and/or
  - ii. Furnish the required Security Deposit.

2.5.6. Submission of Tenders

2.5.6.1 Company shall submit the Tenders – both TECHNICAL TENDER and

FINANCIAL TENDER separately for the work, before the last date for tender submission.

2.5.6.2. The Employer may extend the deadline for submission of tenders by issuing an amendment, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

2.5.6.3 Modification and Withdrawal of Proposals

a. Once submitted Proposal can be withdrawn only before the last date and time for submission Tenders.

b. No Proposal may be modified after the deadline for submission of Tenders.

c. Withdrawal or modification of a Proposal between the deadline for submission of proposals and the expiration of the original period of Tender validity may result in the forfeiture of the earnest money deposit

## 2.5.7 Tender opening and evaluation

2.5.7.1 Opening of First Cover of all Tenders and evaluation to determine qualified Tenderers:

a. The Employer will open technical proposals / first cover of all the Tenders received in the presence of the Agencies or their authorized representatives who choose to attend on the date, time and the place specified in the Invite letter. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

b. The Agencies names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening.

c. The Employer will evaluate and determine whether each tender (a) is accompanied by the required earnest money deposit and (b) meets the minimum qualification criteria. (c) A brief presentation of the Technical proposal should be presented for the Evaluation Committee. Marks will be awarded as given in section 2.6. The Employer will draw out a list of Qualified Agencies.

2.5.7.2. Opening of Second Cover of qualified agencies and evaluation:

a. The Employer will open the Financial Tender /Second Covers of Qualified agencies at the appointed time and date (as indicated in Invite Letter) in the presence of the agencies or their representatives who choose to attend. In the event of the specified date of Second Cover opening being declared a holiday for the Employer, the Second Covers will be opened at the appointed time and location on the next working day.

b. The agencies' names, the proposal prices, the total amount of each Tender, any discounts, Tender modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

2.5.8. Process to be confidential Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to agencies or any other persons not officially concerned with such process

until the award to the successful company has been announced. Any effort by a company to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

2.5.9 The Employer has constituted a Evaluation Committee (EC) which will carry out the entire evaluation process.

## **2.6 Evaluation**

2.6.1 Evaluation Committee while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.

2.6.2 The EC shall evaluate the Technical Proposals on the basis of their responsiveness to the Statement of Work and by applying the evaluation criteria. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will be done and at this stage the financial bid (proposal) will remain unopened. **Bidders shall make presentation to Evaluation Committee which will be evaluated.** The evaluation criteria for the technical proposal shall be as defined in the Data sheet. Each responsive Proposal will be given a technical score (Stech). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, & particularly the Statement of Work or if it fails to achieve the minimum technical score indicated in the DataSheet.

2.6.3 Financial proposals of only those companies who are technically qualified shall be opened publicly on the date & time specified in the Invite Letter or the date and time communicated by the Employer, in the presence of the Bidders' representatives who choose to attend. The name of the Bidders, their technical score (if required) and their financial proposal shall be read aloud.

2.6.4 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the former will prevail. In addition to the above corrections, the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

2.6.5 In the QCBS method of selection of Bidder, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (Stech) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet:  $S = Stech \times T\% + Sf \times P\%$ . The company achieving the highest combined technical and financial score will be invited for negotiations, if required

## **2.7 Negotiations**

2.7.1 Negotiations will be held at the address indicated in the Data Sheet. The invited Bidder will, as a pre requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Employer proceeding to negotiate with the next ranked Bidder. Representatives conducting negotiations

on behalf of the Bidder must have written authority to negotiate and conclude a Contract.

2.7.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Bidder to improve the Statement of Work. The Employer and the Bidders will finalize the Statement of Work, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Employer to ensure satisfactory implementation of the assignment. The Employer shall prepare minutes of negotiations which will be signed by the Employer and the Bidder.

2.7.3 After the technical negotiations are over, financial negotiations may be carried out in order to reflect any change in financials due to change in scope of work or due to clarification on any aspect of the technical proposal during the technical negotiations. Under no circumstances, the financial negotiation shall result in an increase in the price originally quoted by the Bidder. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Bidders will provide the Employer with the information on remuneration rates described in the Appendix attached to Section 4 Financial Proposal Standard Forms of this RFP.

2.7.4 Having selected the Bidder on the basis of, among other things, an evaluation of proposed Professional staff, the Employer expects to negotiate a Contract. Before contract negotiations, the Employer will require assurances that the Professional staff will be actually available. The Employer will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Bidder may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Bidder within the period of time specified in the letter of invitation to negotiate.

2.7.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Employer and the Bidder will initial the agreed Contract. If negotiations fail, the Employer will invite the Bidder whose Proposal received the second highest score to negotiate a Contract.

## **2.8 Award**

2.8.1 After completing negotiations the Employer shall issue a Letter of Intent to the selected Bidder, and promptly notify all Bidders who have submitted proposals about the decision taken.

2.8.2 The Bidder will sign the contract after fulfilling all the formalities/pre conditions mentioned in the standard form of contract in Part 6, within 7 days of issuance of the Letter of Intent.

2.8.3 The Bidder is expected to commence the assignment on the date and at the location specified in the Data Sheet.

## **2.9 Confidentiality**

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal.

## **2.10 Data Sheet**

2.10.1. Name of the Employer: Karnataka State Integrated Child Protection Society, Department of Women and Child Development, Bangalore

2.10.2. Method of selection: Qualification of eligible Bidders followed by Quality and Cost Based Selection [QCBS]

2.10.3. Name of the assignment: “Requirements, Design, Development, Implementation and Support of new ICPS website and MIS reporting”

2.10.4. The Proposal submission:

All proposals should be submitted to the following Address.

Addressed to:

Director and Member Secretary, KSICPS, Department of Women and Child Development, MS Building, Bangalore 560001 (All Correspondences should carry title "ICPS website and MIS Tender")

Email: icps.kar@gmail.com

Tel: 080 22879381

2.10.5. The Employer will provide the following inputs if and when required by bidders:

- A technical session detailing the scope of work, deliverables, timelines, expectations of the employer, approach, team structure for the development of the said Software Applications
- Receipt and Clarification of queries in consultation with KSICPS, DWCD

2.10.6. Proposals must remain valid for 60 days after the submission date.

2.10.7. Clarifications and written queries may be requested not later than the date indicated in data sheet.

2.10.8. The estimated tenure of contract: Fixed price fixed term contract for a period of 3 months for Development, Testing and implementation and 9 months of support. The contract shall be extensible by 1 month at a time. The price of the extension shall be based on time & material basis.

2.10.9. The formats of the Technical Proposal to be submitted are:

- Form Tech 1: Letter of Proposal submission
- Form Tech 2: Bidder's organization & experience
- Form Tech 3: Comments & suggestions on SOW
- Form Tech 4: Approach & methodology
- Form Tech 5: Team composition
- Form Tech 6: Curriculum vitae

- Form Tech 7: Staffing Schedule
- Form Tech 8: Work Schedule

2.10.10. The formats of the Financial Proposal to be submitted are:

- Form Fin 1: Financial Proposal Submission Form
- Form Fin 2: Summary of Costs
- Form Fin 3: Resource Costs on Time & Material Basis

2.10.11. Training is a specific component of this assignment

2.10.12. Bidder must submit all documents before the deadline date mentioned in Notification

2.10.13. Bidders failing to meet these criteria or not submitting requisite proof for supporting Technical criteria are liable to be rejected summarily.

2.10.14. The Bidder must be a reputed and experienced company / company operating for a minimum of 2 years in the field of Application Software Development having a registered office in India.

2.10.15. The Application Software Development should primarily be from custom or product development and not from package implementation. Pure maintenance or sustenance of software will not be considered Application Software Development.

2.10.16. The list of mandatory supporting documents to be submitted are:

- Letter from the CEO of the company indicating commitment to the quality, timelines and requirements of the project and how the commitments would be fulfilled.
- Work Order/ Completion Certificate/ Client Certificate for previous experience in ‘Application Development and Support Services’

2.10.19. Criteria, sub-criteria, and point system for the Detailed Evaluation of Technical Proposals are: Following outlines the broad parameters based on which evaluation of technical proposals of the bidders shall be carried out by Employers.

2.10.20. Technical Evaluation Parameters

**A: Relevant Past Projects Weightage: 10%**

The past performance of the bidder in providing similar solutions, comparable to the scope and magnitude of coverage, in terms of quality of work and compliance with performance schedules. Please provide three relevant past experiences.

**B: Solution Proposed software Applications**

The solution proposed by the bidder will indicate bidders’ understanding of the application. Bidder is encouraged to propose innovative solutions and approaches to the Scope of work.

- B1. Demonstrated level of understanding of ICPS Application.
- B2. Design of Proposed Solution
- B3. Development Approach & Methodology
- B4. Project Plan

**B1: Demonstrated Level of Understanding of Applications Weightage: 25%**

1. Entry level requirements
2. Case Management
3. Design and development of Applications for MIS applications
4. Analytics, Monitoring and Reporting
5. Application rollout to the Districts

B2: Design of the Proposed Solutions Weightage: 20%

B3: Development Approach & Methodology Weightage: 15%

1. Use of iterative technique for short duration complex projects
2. Testing and QA in iterative development in small team environment
3. Product development approach for e-governance applications
4. Risk mitigation approach to meeting time critical releases.

B4: Project Plan Weightage: 15%

1. Project Management Approach
2. Project Plan with Work Breakdown Structure
3. Conformance of Plan with the Timelines specified in RFP
4. Comprehensiveness of the Project Plan w.r.t all activities that need to be
5. undertaken as part of the project

C: Proposed Manpower Weightage: 15%

Number of people proposed for delivering the different services as required in the RFP Level of skills & relevant experience of the individuals proposed

- a. Experience & Skills of Project Team
- b. Skills and experience in Architecture & Design Team
- c. Skills & experience of the Development Team
- d. Experience of the Quality & Test Team

Relevance of experience of the individual to the ICPS Application.

Stech = Total points obtained for the above criteria A,B and C The minimum technical score Stech required to pass is: 70 Points

2.10.21. The formula for determining the technical score is as follows:  $Stech = (100 \times T / T_m)$ , in which Stech is the normalized technical score,  $T_m$  is the highest technical score and T is the technical score of the proposal under consideration.

2.10.22. The formula for determining the financial scores is the following:  $S_f = 100 \times F_m / F$ , in which  $S_f$  is the financial score,  $F_m$  is the lowest price and F the price of the proposal under consideration.

2.10.23. The weights given to the Technical and Financial Proposals are:  $T = 0.80$ ; and  $P = 0.20$ ;  $S = Stech \times T\% + S_f \times P\%$ . The company achieving the highest combined technical and financial score will be invited for negotiations, if required

2.10.24. Expected date and address for contract negotiations: Date to be communicated later.  
Address: Exact address will be communicated

2.10.25. Expected date and place for commencement of Application Development and Support Services:

Date to be communicated later.

Address: Exact address will be communicated



## **Section 3**

### **Technical Proposal Standard**

#### **Forms**

Refer to the Data Sheet for format of Technical Proposal to be submitted the RFP for Standard Forms required and number of pages recommended.

#### **Technical Proposal**

- i. TECH 1 Technical Proposal Submission Form
- ii. TECH 2 Bidder's Organization and Experience
  - A Bidder's Organization
  - B Bidder's Experience
- iii. TECH 3 Comments or Suggestions on the Statement of Work and on Counterpart Staff and Facilities to be provided by the Employer
  - A On the Statement of Work
  - B On the Counterpart Staff and Facilities
- iv. TECH 4 Structure of Technical Proposal
- v. TECH 5 Team Composition and Task Assignments
- vi. TECH 6 Curriculum Vitae (CV) for Proposed Professional Staff
- vii. TECH 7 Staffing Schedule
- viii. TECH 8 Work Schedule

#### **FORM TECH 1 TECHNICAL PROPOSAL SUBMISSION FORM**

To:

Director, Dept of Women and Child Development and Member Secretary, Karnataka State Integrated Child Protection Society, Bengaluru 560001

Dear Sir/ Madam:

We, the undersigned, offer to provide Application Development, Maintenance and Support Services to ICPS Website and MIS in accordance with your Request for Proposal dated 18 May, 2016, and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal separately.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the Invite letter, we undertake to negotiate on the basis of our proposal and your requirements. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the Application Development and Support Services for ICPS website and MIS not later than the date indicated in the Invite letter.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,  
Authorized Signature *[In full and initials]*:  
Name and Title of Signatory:  
Name of Company:  
Address:  
Location: \_\_\_\_\_ Date: \_\_\_\_\_

## **FORM TECH-2 BIDDER'S ORGANIZATION AND EXPERIENCE**

### **A Bidder's Organization**

*[Provide here a brief description of the background and organization of your company/ entity for this assignment. Also provide a brief description on the ownership details, date and place of incorporation of the company, objectives of the company etc.]*

### **B – Bidder Company's Experience – Application Software Development, Maintenance and Support Services**

*[Using the format below, provide information on each assignment for which your company was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out Application Development, Maintenance And Support Services as requested under this assignment. Bidders should provide all the details (including documentary evidence like copy of work order/ contract document/ completion certificate from customer/ certificate from auditor/ other customer testimonials including video along with supporting certificate from auditors) as required in the form. In case, information required by Employer is not provided by Bidder, Employer shall proceed with evaluation based on information provided and shall not request the Bidder for further information. Hence, responsibility for providing information as required in this form lies solely with Bidder.]*

Assignment name:  
Approx. Value of Contract: (Mandatory field)  
Country:  
Location within country:  
Duration of assignment (months):  
Name of Employer:  
Total No. of staff months of the assignment:  
Address:  
Approx. value of the services provided by your company under the contract (in INR):  
Start date (month/year):  
Completion date (month/year):  
No of professional staff months provided by associated Bidders:  
Name of associated Bidders, if any:  
Name of senior professional staff of your company involved and functions performed (indicate most significant profiles):  
Narrative description of Project:  
Description of actual services provided by your staff within the assignment:  
Company's Name:

## **FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE STATEMENT OF WORK AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE EMPLOYER**

### **A On the Statement of Work**

*[Suggest and justify here any modifications or improvement to the Statement of Work you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]*

### **B On Inputs and Facilities**

*[Comment here on inputs and facilities to be provided by the Employer according to Data Sheet including: administrative support, office space, equipment, data, etc.]*

## **FORM TECH 4 STRUCTURE OF TECHNICAL PROPOSAL**

*The Technical Proposal needs to be structured as follows:*

### **Sub- section 1: Executive Summary**

*This section should be a succinct statement and executive summary by the Bidder highlighting the key aspects of technical proposal.*

### **Sub-section 2: Bidder Profile & Qualifications**

*This section should cover the Bidder's profile including credentials and capabilities, local presence, the project team composition and relevant experience and the company / companies of the tools and products selected to deliver the ICPS Application*

### **Sub-section 3: Solution Proposed for ICPS Application**

*This section should present Bidders' proposed solution meeting requirements in this document. Bidders are required to present sound, complete, and competent technical architecture solution and are expected to address the various technical parameters mentioned in the Data Sheet in their proposed solution.*

### **Sub-section 4: Project Management Plan**

*In this section, Bidders' should propose the main activities of the project, duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the SOW and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule.*

### **Sub-section 5: Organization & Staffing**

*In this section, Bidders' should propose the structure and composition of the proposed team. Key emphasis will be on the experience of the Project Management Team, skills and experience of the Architecture & Design Team, skills & experience of the Development Team, and experience of the Quality & Test Team.*

### **Sub-section 6: Quality Assurance, Maintenance, & Support**

*Bidders are required to discuss their Quality Assurance framework and testing plans in*

*details meeting the requirements of this RFP. This section should also present Bidder's detailed maintenance and support plan for the ICPS Application software including detailed information on these plans.*

**FORM TECH 5 TEAM COMPOSITION AND TASK ASSIGNMENTS  
(This form shall mention all resources proposed to work on the assignment)**

**1. Resources (add rows as required)**

Name of Resource	Area of Expertise	Position Assigned	Task Assigned

**FORM TECH 6 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

1. **Proposed Position** [*only one candidate shall be nominated for each position Expert*]:
2. **Name of Staff** [*Insert full name*]:
3. **Education**
4. **Total No. of years of experience:**
5. **Total No. of years with the company:**
6. **Areas of expertise and no. of years of experience in this area (as required for the Profile – mandatory):**
7. **Details of Involvement in Projects listed in FORM TECH 2 B** (*only if involved in the same*):
8. **Detailed Tasks Assigned** (*list all tasks to be performed under this assignment*):
9. **Relevant Work Undertaken that Best Illustrates the experience as required for the Role**  
**(provide maximum of 6 citations of 10 lines each)**

Name of assignment or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Value of Project (approximate value or range value): \_\_\_\_\_

Activities performed:

**10. Certification:**

I, the undersigned, certify that this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, from the assignment if engaged.

Date:

*[Signature of staff member or authorized representative of the staff]* Day/Month/Year

Full name of authorized representative

### FORM TECH 7 STAFFING SCHEDULE

No	Name of Staff	Staff input in bi-weekly (in the form of a bar chart)													Total staff man-months proposed	
		1	2	3	4	5	6	7	8	9	10	11	12	N		Total
1																
2																
3																
N																
										Subtotal						
										Total						

(This form shall provide a staffing schedule for all the resources proposed to work on the assignment )

### FORM TECH 8 WORK SCHEDULE (PROJECT MANAGEMENT PLAN)

No	Activity <sup>1</sup>	weeks <sup>2</sup>												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
N														

1. Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Employer approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in the form of a bar chart.

## **Section 4**

### **Financial Proposal Standard**

#### **Forms**

*[Comments in brackets [ ] provide guidance to the Bidders for the preparation of their Financial*

*Proposals; they should not appear on the Financial Proposals to be submitted.]*

Financial Proposal Standard Forms shall be used for the preparation of the Financial

FIN 1 Financial Proposal Submission Form

FIN 2 Summary of Costs

FIN 3 Resource Costs on Time and Material Basis

#### **FORM FIN 1 FINANCIAL PROPOSAL SUBMISSION FORM**

*[Location, Date]*

To:

Director, Dept of Women and Child Development and Member Secretary, Karnataka State  
Integrated Child Protection Society, Bengaluru 560001

Dear Sir/Madam:

We, the undersigned, offer to provide Application Development, Maintenance & Support Services to Design, Development, Testing, Integration and release of the ICPS Website and MIS Application in accordance with your Request for Proposal dated May 18, 2016, and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures<sup>1</sup>]. The amount of the local taxes, as identified/estimated is shown in the appropriate column in the Form.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in the Data Sheet.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

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

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature *[In full and initials]*:

Name and Title of Signatory:

Name of Company:

Address:

<sup>1</sup> Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN 2.

## FORM FIN 2 SUMMARY OF COSTS

### Financial Proposal for providing Application Development, Maintenance & Support Services for Work: ICPS Website and MIS

	Item	Cost in Rupees
A	Cost for Providing Application Development & Support for E-Just, on a time and material basis; average cost of all resources.  [Provide average resource cost (per month) for providing services which may be required by the Employer in addition to the services as per the statement of work in this RFP, exclusive of taxes]	[From Form – I FIN 3
A1	Taxes for A	

**Total Cost for providing Application Development Maintenance & Support Services for development of all applications**

$$= \{ \text{Cost (A)} \times \text{No of resources} \} + \text{Cost (A1)}$$

**Note;**

**Taxes and other duties:**

**(i) Service tax would be reimbursed after payment on submission of proof.**

**(ii) The selected Company shall bear the cost of all other taxes and duties. Any changes in rates or structure of taxes & duties, other than Service Tax, shall be to the account of the bidder.**

## FORM FIN 3 RESOURCE COSTS ON TIME AND MATERIAL BASIS

**(This form shall be used for arriving at the resource cost for providing services on a Time and Material basis. The costs quoted in the form shall also be used to calculate the average value for resources provided on Time & Material basis for financial bid evaluation. )**

S.No	Position	Staff-month Rate in INR
1		
2		
3		
4		
5		
6		
	Average Cost [Must be copied to FIN FORM 2]	[Total Cost Item 1- 6] / 6

## **Section 5**

### **Statement of Work**

#### **5.1 Introduction**

**This RFP aims to identify and engage an company to undertake Design, Development, Implementation, Training and Support services for the ICPS Website and MIS.**

#### **5.2 Overview**

The scope of work for Company spans the Requirements, designing, developing, testing and supporting the website and MIS application. The Company is expected to work as development partner to build the application in close collaboration with the team of KSICPS, DWCD as well as other stakeholders. The Company is expected to utilize iterative development methodology along with frequent joint design reviews during application design and development phase.

**Refer Section 7 for overview of ICPS application Software Environment.**

#### **5.3 Schedule of Requirements**

i. The contract with Company shall be applicable initially for a **period of 3 months and support for 9 months**. It may be extended based on the performance of Company. As per Planned Roadmap, support phase will commence after the successful completion of Release 2.

ii. The following is a list of categories of activities that the Company is expected to carry out.

- a) Software requirements and specifications, CMS framework for design and development
- b) All activities associated with product release including QA, release, configuration, documentation and training of the implementers.
- c) Performance measurement and tuning of the application
- d) Running application and providing technical support during implementation

iii. In addition to the above mentioned scope of work components, the Company is free to add any additional components that are deemed necessary for providing the services as a whole.

iv. All deliverables whether draft or final must be delivered after due quality verification. In case any of the deliverables is found to be deficient in its contents, the KSICPS, DWCD has a right to summarily reject the deliverable and ask for the second draft of the same deliverable and the second draft document shall be treated as a fresh delivery for approval

#### **5.4 Application Development Methodology**

It is expected that the design will be a joint outcome of the Company and KSICPS, DWCD. Regular design meetings will be attended by both parties. The development method will support frequent such as semi weekly build and regression test allowing continuous incremental build.

#### **5.5 Change Management Process**

Company will follow industry standard Change Management Processes post deployment through a systematic development, staging, test and production environment. A Change Management Process (CMP) or IT Life cycle tool shall be used to ensure adequate repeatable reliable change management processes.



## **5.6 Testing**

(i) Company will develop automated regression testing strategy and techniques to ensure near 100% test coverage of the application.

(ii) As part of the testing of the application, the responsibility of Company should include the following:

- a) Perform user testing from the viewpoint of the Users.
- b) Creating test plan, test cases, test data (KSICPS, DWCD will give inputs for test data preparation) and carrying out testing of entire application shall be done exclusively by the Company.
- c) Make the test data, test cases and test results available to the KSICPS, DWCD for review
- d) Formally estimating code coverage of the test cases

### **5.6.1 Functionality testing**

i. The application developed should be tested for functionality to ensure that the development process / methodology have not altered the functionality and business logic of the MIS application on any front.

ii. Ensure that the entire functionality of the business logic has been captured in the application with no dropping or altering of functionality.

iii. Ensure that the look and feel of the application is easy, user friendly

### **5.6.2 RAS Testing (Reliability, Availability and Scalability Testing)**

This testing may be carried out as part of the benchmarking exercise at a benchmarking lab. The load distribution and cloud computing parameters will have significant effect on the RAS. Company will devise tools and system to fully characterize the MIS system including its:

1. Scalability
2. Availability and
3. Reliability

### **5.6.3 Network Testing**

The application should be tested on a variety of networks to ensure that the application works as expected in real life situation.

## **5.7 Need for Transition Management & Knowledge Transfer**

In future the application may also interface with various external applications. To provide responsible maintenance services, it is necessary for the Company to maintain and manage the ICPS Website and MIS Application in a manner that, in case of need, the transition could be arranged from the existing Company. In this endeavour, Company is required carry out the following:

i. Be in charge of the complete functionality of the application covering all aspects like application design, data structures, etc.

ii. Understand the external interfacing applications to provide adaptive maintenance in case of changes in the interfacing applications due to business model changes.

- iii. Fully cooperate in the transition to the satisfaction of KSICPS, DWCD
- iv. Prepare and carry out comprehensive training of the new vendor

### **5.8 Performance Management and Tuning of Released Version**

- i. The Company shall conduct performance tuning and testing of the application prior to each major release of the software.
- ii. The Company shall document all the changes carried out in the application for performance tuning in the Performance Tuning Report and submit the report to the KSICPS, DWCD for review.

### **5.9 Configuration and Version Control**

- i. With the objective of keeping track of the version updates in the application, Company shall adhere to the configuration management process defined in conjunction with the KSICPS, DWCD.
- ii. The Company shall ensure that a copy of the production environment is backed up and stored in the repository before the components are copied from Release (Staging) environment to Production. The Company should be able to restore the backed up application versions for testing purpose mainly addressing the restorability of the media.
- iii. The Company shall follow configuration management procedure for maintaining proper versions of the following indicative configurable objects:

- Application source code, application executables, and application configuration files.
- Project related documents like Project plans, Project status reports, SRS, SDD, Test Plans, Test Specifications and results, User Manuals, Training Materials, etc.

(iv) Company shall also maintain proper versions of the following:

- a. Development area
- b. Release to UAT
- c. Release to staging server
- d. Release to production server.
- e. Company shall also maintain the backup of these environments.

### **5.10 Release Management**

Release management procedure shall be defined in conjunction with the KSICPS, DWCD to ensure smooth transition of the application changes from release environment to production environment.

- a) As part of the release management the Company shall group the related Change Requests (CRs)/ Major Change Requests (MCRs), assess their development progress and accordingly prepare a schedule for their release.
- b) Company shall in consultation with the KSICPS, DWCD prepare a detailed release plan for every release. This plan shall include the release number and date of release. It shall also contain details about the change request to be released. This plan shall also detail the performance and regression testing details, if any, of the release.
- c) In addition to the planned releases, there could be emergency patches, leading to

showstopper situation, depending on the nature of the bugs / changes. The Company shall support the KSICPS, DWCD in ensuring seamless release of such emergency patches, perform the following activities:

d) The Company shall ensure closure of defects identified during the UAT/Testing stage.

e) The Company shall submit Release Note and Deployment Manuals for every major release.

### **5.11 Conduct Training**

Company shall conduct training to key users and “Trainers” training for the ICPS application. Company shall prepare the Training Manuals and submit it to the KSICPS, DWCD for approval before the conduct of the training sessions.

### **5.12 Create Detailed Rollout Plan**

Company and KSICPS, DWCD would jointly prepare a plan for phased rollout of the application for each release.

### **5.13 Hosting Application with e-Governance Data Centre for Rollout & Acceptance**

i. Company is expected to work closely with the KSICPS, DWCD and Data Centre service provider for roll out of the ICPS Application. Acceptance schedules, detailed acceptance tests, formats for acceptance reports, etc, shall be drawn by the Company in consultation with KSICPS, DWCD

ii. The Acceptance of the Company Application solution shall be provided by KSICPS, DWCD only after the following conditions have been met successfully to the satisfaction of KSICPS, DWCD

a) All the deliverables (as listed in the Deliverables section) have been met

b) The ICPS application has been successfully rolled out to the districts during the term of the contract.

c) Successful operation of the application for **30 working days** after complete rollout of the system meeting the response time and performance criteria as mentioned in the part of this document

d) Completion of all the documentation required as part of this tender and as desired by KSICPS, DWCD to their satisfaction.

iii. The Company should demonstrate the performance of the application in “live” condition within a timeframe of 2 weeks from the date of successful rollout of each release.

### **5.14 Application Support**

#### **Problem resolution: preventive maintenance**

i. Receive calls from the end users/ Districts

ii. Classify the calls as problem requests (PRs) or Change Requests (CRs) and log a ticket

iii. Prioritize the PRs/CRs on the basis of the severity of business impact of the

problem

- iv. Resolve the problem within the agreed upon service levels and close the ticket
- v. Change requests will be carried out as per the change management procedures.
- vi. Escalate unresolved problems to next level and resolve and close the problem request.

**Bug fixing: Corrective maintenance**

- i. Resolve bugs – identified and reported by end users,/ Districts etc..
  - ii. Company will prioritize the bugs based on the business impact
  - iii. Approval from the KSICPS, DWCD for bug fixing
  - iv. Create a patch to fix the bug
  - v. Test the patch and release it as per release management procedures.
  - vi. Update the relevant documents
- All change requests would be carried out as per the change management procedures defined by the KSICPS, DWCD

**5.15 Roles and Responsibilities**

Company is responsible for the delivery of the scope of work within this RFP and at the same time must work under the direction of the KSICPS, DWCD who may modify the architecture, design, deliverable, and releases to meet the project requirements.

**5.15.1 The responsibilities of Company as given below , other than implementing the SOW mentioned above, would also include but is not limited to the following**

- i. Providing personnel adequately qualified to perform the requisite tasks.
- ii. It has been decided by the Employer that Company team would operate from Bengaluru premises and use the infrastructure including and consisting of PCs, development servers, application server and licenses for the development and testing tools required by the entire team.
- iii. Use appropriate tools for the entire life cycle of the project for design, configuration management, change management, functional testing, regression testing, defect tracking, documentation etc. Company should possess licenses for the tools that they intend to use for the project wherever applicable KSICPS, DWCD will provide such tools as available.
- iv. Implement quality standards for the entire life cycle of the project. The quality process should include adequate processes for change management, defect tracking, testing, review and other software development life cycle processes.
- v. Conduct review meetings with the KSICPS, DWCD to update on the progress of the project at regular intervals. It is recommended that the frequency of the review meeting should be at least once in a week.
- vi. The team from Company would assist in installing of the application; configuration of the application, migration of the database and making sure that the application is correctly set up for testing.
- vii. Company would analyze the results and carry out optimizations for the specific platform if required.

### **5.15.2 The responsibilities of KSICPS, DWCD would include**

- i. Assign named persons for the roles assumed by the KSICPS, DWCD
- ii. Convening Project Steering Committee meetings
- iii. Assign representative for User Acceptance Tests (UAT)
- iv. Identification of trainers and staff that need to be trained
- v. Participate in project, design or code reviews
- vi. Take decisions wherever appropriate and provide direction to the progress of the project.
- vii. Provide necessary inputs, as required
- viii. Provide acceptance of the deliverables within the stipulated time schedules
- ix. Facilitating required administrative support.

### **5.16 Deliverables**

The deliverables for the Company and the corresponding timelines based on the scope of work as detailed above are:

- Requirements
- System Architecture
- Database Design Document
- Process Design Document
- Program Specifications Document
- System Test Plan
- Tested System (Program Code)
- User Manual
- Tutorial and Training material
- Forms for Data collection and Procedure Manuals
- System implemented in 4 pilot districts
- Training to all users of the system
- Enhancements, onsite support to pilot districts

## Section 6 CONTRACT FOR BIDDERS' SERVICES

### Lump Sum

between

*[name of the Employer]*

and

*[name of the Bidder]*

Dated:

### I. Form of Contract

#### LUMP SUM

(All notes should be deleted in final text)

This CONTRACT (hereinafter called the "Contract") is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, through Department of Women and Child Development, Government of Karnataka , (hereinafter called the "Employer") and, on the other hand, *[name of Bidder]* (hereinafter called the "Bidder").

#### WHEREAS

(a) the Employer has requested the Bidder to provide certain Application And Support Services for Juvenile Justice Automation and related applications defined in this Contract (hereinafter called the "Services");

(b) the Bidder, having represented to the Employer that it has the required professional skills, project management experience and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract;

(b) The Special Conditions of Contract;

(c) The following Appendices: [**Note:** *If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix*]

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Staffing Schedule

Appendix D: Total Cost of Services

Appendix E: Duties of the Employer

Appendix F: Form of Advance Payment Guarantee

2. The mutual rights and obligations of the Employer and the Bidder shall be as set forth in the Contract, in particular:

(a) the Bidders shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Employer shall make payments to the Bidders in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Employer]*  
*[Authorized Representative]*

For and on behalf of *[name of Bidder]*  
*[Authorized Representative]*

For and on behalf of each of the Members of the Bidder  
*[name of member]*  
*[Authorized Representative]*

## **II. General Conditions of Contract**

### **1. GENERAL PROVISIONS**

#### **1.1 Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) “Applicable Law” means the laws and any other instruments having the force of law in the Government as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.

(b) “Bidder” means any private or public entity that will provide the Services to the Employer under the Contract.

(c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.

(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;

(e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.

(f) “GC” means these General Conditions of Contract.

(g) “Bidder” means the Bidder company bidding for this project.

(h) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.

(i) “Party” means the Employer or the Bidder, as the case may be, and “Parties” means both of them.

(j) “Personnel” means persons hired by the Bidder or by any Sub Bidders and assigned to the performance of the Services or any part thereof.

(k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.

(l) “Services” means the work to be performed by the Bidder pursuant to this Contract, as described in Appendix A hereto.

(m) “In writing” means communicated in written form with proof of receipt.

(n) “ICPS” means the complete ICPS website and MIS reporting as mentioned.

### **1.2 Relationship Between the Parties**

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the “Employer” and the Bidder. The Bidder, subject to this Contract, has complete charge of Personnel.

### **1.3 Language**

This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

### **1.4 Notices**

(a) Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

(b) A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

### **1.5 Location**

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, as the Employer may approve.

### **1.6 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Employer or the Bidder may be taken or executed by the officials specified in the SC.

### **1.7 Taxes and Duties**

The Bidder, Sub Bidders, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Laws of India

## **2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

### **2.1 Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.

### **2.2 Termination of Contract for Failure to Become Effective**



If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

### **2.3 Commencement of Services**

The Bidder shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

### **2.4 Expiration of Contract**

Unless terminated earlier pursuant to Clause GC 2.3 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

### **2.5 Entire Agreement**

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

### **2.6 Modifications or Variations**

(a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties with the approval of Project Steering committee. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

(b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

### **2.7 Force Majeure**

#### **2.7.1 Definition**

(a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the nonperformance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party’s Sub Bidders or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

### **2.7.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

### **2.7.3 Measures to be Taken**

(a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder, upon instructions by the “Employer”, shall either:

(i) Demobilize; or

(ii) Continue with the Services to the extent possible, in which case the Bidder shall continue to be paid proportionately and on prorate basis, under the terms of this Contract.

## **2.8 Suspension**

The “Employer” may, by written notice of suspension to the Bidder, suspend all payments to the Bidder hereunder if the Bidder fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension

(i) shall specify the nature of the failure, and

(ii) shall allow the Bidder to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Bidder of such notice of suspension.

## **2.9 Termination**

### **2.9.1 By the Employer**

The Employer may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (j) of this Clause GC 2.9.1. In such an occurrence the Employer shall give a not less than thirty (30) days’ written notice of termination to the Bidder.

(a) If the Bidder does not remedy a failure in the performance of their obligations under the Contract, within fifteen (15) days after being notified or within any further period as the Employer may have subsequently approved in writing.

(b) If the Bidder becomes (or, if the Bidder consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.

(c) If the Bidder, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(d) If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(e) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

(f) If the Bidder submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.

(g) If the Bidder places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.

(h) If the Bidder fails to provide the quality services as envisaged under this Contract. The KSICPS, DWCD may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The Employer may decide to give one chance to the Bidder to improve the quality of the services.

(i) Employer reserves the right to terminate the agreement with the selected Bidder or reduce the project cost at any stage of the project if the personnel proposed to be deployed full time on this engagement are not actually working on this assignment on a full time basis as proposed by Bidder

### **2.9.2 By the Bidder**

The Bidders may terminate this Contract, by not less than thirty (30) days’ written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.9.2:

(a) If the Employer fails to pay any money due to the Bidder pursuant to this Contract hereof within forty five (45) days after receiving written notice from the Bidder that such payment is overdue.

(b) If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(c) If the “Employer” is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the “Employer” of the Bidder’s notice specifying such breach.

### **2.9.3 Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof.

### **2.9.4 Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Bidder and equipment and materials furnished by the “Employer”, the Bidder shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

### **2.9.5 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2, the Employer shall make the following payments to the Bidder:

(a) If the Contract is terminated pursuant to Clause 2.9.1 (d), (e), (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(h), (I) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;

(b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (c) and (f) to (i), the Bidder shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Employer” may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the Employer may also impose liquidated damages. The Bidder will be required to pay any such liquidated damages to Employer within 30 days of termination date.

### **2.10 Extension of Contract**

The contract shall be extended for a period as required by the Employer based on mutual agreement. The man month rates used for the calculation of the ‘Total Cost of Services’ as given in Appendix D shall be effective for such extension.

## **3. OBLIGATIONS OF THE BIDDER**

### **3.1 General**

#### **3.1.1 Standard of Performance**

The Bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods.

#### **3.2.1 Bidders Not to Benefit from Commissions, Discounts, etc.**

a) The payment of the Bidder pursuant to Clause GC 6 shall constitute the Bidder’s only payment in connection with this Contract or the Services, and the Bidder shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Bidder shall use their best efforts to ensure that the Personnel, any Sub Bidders, and agents of either of them similarly shall not receive any such additional payment.

(b) Furthermore, if the Bidder, as part of the Services, has the responsibility of advising the “Employer” on the procurement of goods, works or services, the Bidder shall comply with the Employer’s applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the “Employer”. Any discounts or commissions obtained by the Bidder in the exercise of such procurement responsibility shall be for the account of the “Employer”.

### **3.2.3 Prohibition of Conflicting Activities**

The Bidder shall not engage, and shall cause their Personnel as well as and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

### **3.3 Confidentiality**

Except with the prior written consent of the Employer, the Bidder and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the

Services, nor shall the Bidder and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

### **3.5 Accounting, Inspection and Auditing:**

The Bidder (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the “Employer” or its designated representative and/or the Employer, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the “Employer” or the Employer.

### **3.6 Bidder’s Actions Requiring Employer’s Prior Approval**

The Bidder shall obtain the Employer’s prior approval in writing before any change or addition to the Personnel listed in Appendix C.

### **3.7 Reporting Obligations**

(a) The Bidder shall submit to the Employer the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

(b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

### **3.8 Documents Prepared by the Bidder to be the Property of the Employer**

(a) All plans, drawings, specifications, designs, reports, other documents and software (including source code) submitted by the Bidder under this Contract shall become and remain the property of the Employer, and the Bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with source code of the software so developed under this contract along with a detailed inventory thereof.

(b) The Bidder may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Bidder and third parties for purposes of development of any such computer programs, the Bidder shall obtain the "Employers" prior written approval to such agreements, and the "Employer" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

### **3.9 Equipment and Materials Furnished by the "Employer"**

Equipment and materials made available to the Bidder by the "Employer", or purchased by the Bidder wholly or partly with funds provided by the "Employer", shall be the property of the "Employer" and shall be marked accordingly. Upon termination or expiration of this Contract, the Bidder shall make available to the "Employer" an inventory of such equipment and materials, and shall dispose of such equipment and materials in accordance with the "Employer"'s instructions.

### **3.10 Equipment and Materials Provided by the Bidders**

Equipment or materials brought by the Bidder and the Personnel and used either for the Project or personal use shall remain the property of the Bidder or the Personnel concerned, as applicable.

### **3.11 Intellectual Property Rights (IPR)**

(a) The intellectual property rights to all the deliverables listed under shall remain sole and absolute property of the "Employer"

(b) All materials and information, including source code developed by bidder's appointment with KSICPS, DWCD are the property of KSICPS, DWCD and may not be released, disclosed or used by bidder in any way without the written/official approval of KSICPS, DWCD. Moreover, in accepting this appointment, bidder accept also the condition that all concepts, methodologies, and other intellectual property which are developed by bidder on behalf of KSICPS, DWCD or made available to bidder by KSICPS, DWCD are considered similarly property of KSICPS, DWCD and that in the event bidder is to undertake work for an organization other than KSICPS, DWCD bidder would treat such property as proprietary of KSICPS, DWCD and agree not to make such property available or otherwise use it to the detriment of KSICPS, DWCD.

## **4. BIDDER'S PERSONNEL**

### **4.1 General**

The Bidder shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

### **4.2 Description of Personnel**

(a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Bidder's Key Personnel are as per the Bidder's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the "Employer", his/her name is listed as well.

(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C

may be made by the Bidder by written notice to the "Employer", provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the "Employer"'s written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the "Employer" and the Bidder on approval of the Steering committee. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

#### **4.3 Approval of Personnel**

The Key Personnel listed by title as well as by name in Appendix C are hereby approved by the "Employer". In respect of other Personnel which the Bidder proposes to use in the carrying out of the Services, the Bidder shall submit to the "Employer" for review and approval a copy of their Curricula Vitae (CVs). If the "Employer" does not object in writing (stating the reasons for the objection) within sixty (60) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the "Employer".

#### **4.4 Removal and/or Replacement of Personnel**

(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Bidder, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Bidder shall provide as a replacement a person of equivalent or better qualifications.

(b) If the Employer finds that any of the Personnel have (I) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidder shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Bidders may wish to claim as a result of such replacement, shall be subject to the prior written approval by the "Employer". The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Bidder shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

### **5. OBLIGATIONS OF THE EMPLOYER**

#### **5.1 Assistance and Exemptions**

Unless otherwise specified in the SC, the "Employer" shall use its best efforts to ensure that the Government shall:

(a) Provide the Bidder, Personnel with work permits and such other documents as shall be necessary to enable the Bidder or Personnel to perform the Services.

- (b) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (c) Provide to the Bidder, Sub Bidders and Personnel any such other assistance as may be specified in the SC.

### **5.2 Change in the Applicable Law Related to Taxes and Duties**

If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Bidder for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Bidder in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Bidder under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

### **5.3 Services, Facilities and Property of the "Employer"**

(a) The "Employer" shall make available to the Bidder and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix E at the times and in the manner specified in said Appendix E.

(b) In case that such services, facilities and property shall not be made available to the Bidder as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Bidder for the performance of the Services .

### **5.4 Payment**

In consideration of the Services performed by Bidder under this Contract, the "Employer" shall make to the Bidder such payments and in such manner as is provided by Clause GC 6 of this Contract

## **6. PAYMENTS TO THE BIDDER**

### **6.1 Total Cost of Services**

(a) The total cost of the Services payable is set forth in Appendix D as per the Bidder's proposal to the Employer and as negotiated thereafter.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix D.

(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Bidder in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

### **6.2 Currency of Payment**

All payments shall be made in Indian Rupees.

### **6.3 Terms of Payment**

The payments in respect of the Services shall be made as follows:

(a) The Bidder shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and



as per the specified percentage as per SC 13.

(b) Once a milestone is completed, the Bidder shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables.

(c) Final Payment: The final payment as specified in SC 13 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Bidder and approved as satisfactory by the "Employer". The Services shall be deemed completed and finally accepted by the "Employer" and the final report and final statement shall be deemed approved by the "Employer" as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the "Employer" unless the "Employer", within such ninety (90) day period, gives written notice to the Bidder specifying in detail deficiencies in the Services, the final report or final statement. The Bidder shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the "Employer" has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Bidder to the "Employer" within thirty (30) days after receipt by the Bidder of notice thereof. Any such claim by the "Employer" for reimbursement must be made within twelve (12) calendar months after receipt by the "Employer" of a final report and a final statement approved by the "Employer" in accordance with the above.

(d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Employer after submission by the Bidder and the Bidder has made presentation to the EC / Employer with / without modifications to be communicated in writing by the Employer to the Bidder.

(e) If the deliverables submitted by the Bidder are not acceptable to the Employer / EC, reasons for such non acceptance should be recorded in writing; the Employer shall not release the payment due to the Bidder. In such case, the payment will be released to the Bidder only after it resubmits the deliverable and which is accepted by the Employer.

(f) All payments under this Contract shall be made to the accounts of the Bidder specified in the SC.

(g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Bidder of any obligations hereunder, unless the acceptance has been communicated by the Employer to the Bidder in writing and the Bidder has made necessary changes as per the comments / suggestions of the Employer communicated to the Bidder.

(h) In case of early termination of the contract, the payment shall be made to the Bidder as mentioned here with:

(i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The Bidder shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified.

(ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the Bidder in this regard with supporting documents and based

on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

## **7. GOOD FAITH**

### **7.1 Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

### **7.2 Operation of the Contract**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness.

## **8. SETTLEMENT OF DISPUTES**

### **8.1 Amicable Settlement**

Performance of the contract is governed by the terms & conditions of the contract and in case of dispute arising between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt.

## **9. MISCELLANEOUS PROVISIONS**

### **9.1 Miscellaneous Provisions**

(i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.

(ii) Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

(iii) The Contractor/Bidder shall notify the Employer of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.

(iv) Each member/constituent of the Contractor/Bidder shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.

(v) The Contractor/Bidder shall at all times indemnify and keep indemnified the Employer against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

(vi) The Contractor/Bidder shall at all times indemnify and keep indemnified the Employer against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Bidder's) employees or

agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Bidder.

(vii) The Contractor/ Bidder shall at all times indemnify and keep indemnified the Employer against any and all claims by Employees, Workman, Contractors, sub contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.

(viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.

### **III. Special Conditions of Contract**

(Clauses in brackets { } are optional; all notes should be deleted in final text)

#### **Number of GC Clause Amendments of, and Supplements to, Clauses in the General Conditions of Contract**

**1.1** The addresses are:

Employer:

Facsimile:

E-mail:

Bidder:

Attention:

Facsimile:

E-mail:

**{1.2}**

{The Bidder is *[insert name]*}

**1.3** The Authorized Representatives are:

For the Employer: Name of Officer

For the Bidder:

**1.4** The date for the commencement of Services: Within 10 days from the signing of the contract between the KSICPS, DWCD and the Bidder

**1.5** The time period shall be 12 months including support and extendable by 1 additional months or such other period as the parties may agree in writing.

**1.6(b)** The amount in local currency is *[insert amount]*.

**1.7** The accounts are: For local currency: *[insert account]*

For the application development, payments are linked to the deliverables according to the following schedule:

(i) Five (5%) percent of the lump sum amount quoted for assignment shall be paid as advance.

(ii) Twenty (20%) percent of the lump sum amount quoted for assignment shall be paid upon acceptance of Release 1 of the application by KSICPS, DWCD

(iii) Fifty (50%) percent of the lump sum amount quoted for ICPS assignment shall be paid upon acceptance of Release 2 of the application by KSICPS, DWCD

(iv) Ten (10%) percent of the lump sum amount quoted for assignment shall be paid upon

completion of all applications and successful operation for 30 days post Go Live

(v) Five (5%) percent of the lump sum amount quoted for assignment shall be paid upon successful demonstration of performance benchmarks in the Live environment within a period of 15 days from Go Live.

(vi) Ten (10%) percent of the lump sum amount quoted for assignment shall be paid upon acceptance of the following deliverables by KSICPS, DWCD

- (a) Completion of all the required documentation, manuals, and processes requirements for the application
- (b) Completion of training requirements for all applications

**KSICPS, DWCD shall make the above payments within 30 days for all the deliverables which have been satisfactorily delivered and accepted.**

Binding signature of Employer Signed by \_\_\_\_\_  
(for and on behalf of .....)

Binding signature of Contractor Signed by \_\_\_\_\_  
(for and on behalf of \_\_\_\_\_ duly authorized vide Resolution  
No \_\_\_\_\_ dated \_\_\_\_\_ of the Board of Directors of \_\_\_\_\_)

In the presence of  
(Witnesses)

- 1.
- 2.

#### **IV. Appendices**

##### **APPENDIX A**

##### **DESCRIPTION OF SERVICES**

*[Give Note: This Appendix will include the final Terms of Reference worked out by the "Employer" and the Bidders during technical negotiations, dates for completion of various tasks, place of performance for different tasks/activities, specific tasks/activities/outcome to be reviewed, tested and approved by "Employer", etc.]*

##### **Appendix B**

##### **REPORTING REQUIREMENTS**

*[List format, frequency and contents of reports; persons to receive them; dates of submission, number of copies, etc. If no reports are to be submitted, state here "Not applicable".]*

##### **Appendix C**

##### **STAFFING SCHEDULE**

*(Include here the agreed (negotiated staffing schedule)*

##### **Appendix D**

##### **TOTAL COST OF SERVICES**

*(Include here the rates quoted in the financial proposal or the negotiated rates, whichever is applicable)*

##### **Appendix E**

##### **DUTIES OF THE "EMPLOYER"**

*(Include here the list of Services, facilities and property to be made available to the Bidder by the "Employer").*

## **Section 7**

### **7.1 ICPS Website and MIS Reporting**

ICPS website will be a website collating all information and activities of Karnataka Integrated Child Protection Society in the State. It will have distinct websites for District Child Protection Units Events, Activities, Statistics etc. The MIS reporting will be done from the districts on the status of children monthly, quarterly and Annually (Consolidated)

### **7.2 Purpose and Objectives of Child Care Institution Registration ICPS Application**

- 1) Website to disseminate all information, events and activities of the State and district level child protection
- 2) The website will be bilingual
- 3) MIS reporting by data entry done with suitable role access and publishing some of the reports to ICPS website.

### **7.3 Requirements**

A brief requirements study for website and MIS reporting, design, development, implementation, training and support.

### **7.4 Recommended Project Stages for All applications in Brief**

Stage I: Systems Requirements Specification

Stage II: Development of automation processes, Testing and User Training

Stage III: Implementation and Support

#### **1) Stage I : Systems Requirements Specification**

- A Systems Requirements Specifications Document which includes the suggested Hardware and Software Platform for design and deployment and use cases
- A Proof of Concept with screen shots and screen flows
- Identification of the pilot sites for deployment
- A Plan for Design, Development , Deployment and Data Capture: Estimate of Time and Cost
- Human Resource Requirements for the successful deployment of the system
- Processes involved in subsequent use of the system

#### **2) Stage II: System Development, Testing and User Training**

- System Architecture
- Database Design Document
- Process Design Document
- Program Specifications Document
- System Test Plan
- Tested System (Program Code)
- User Manual
- Tutorial and Training material
- Forms for Data collection and Procedure Manuals

#### **3) Stage III: System Implementation and Support**

- System implemented in all districts
- Training to all users of the system
- Enhancements, onsite support to pilot districts

## 7.5 Project Approach for all applications

### A. Stage 1: Systems Requirements Specification (SRS) for new features

In this Stage 1 SRS, the requirements of the application is defined, a proof of concept is developed.

The SRS is prepared through detailed discussions with KSICPS, DWCD, ICPS, CWC, JJB, JJ Institutions and study of the documents/ registers of these offices in the four districts For the purpose of gathering the requirements, the SRS team meet Implementing Agencies The SRS prepared will serve the following objectives:

- Define the scope of the system and the exclusions
- Document the justification in the context of improvement in JJ service delivery.
- Serve as a base for design and development of the system
- Identify the hardware and system platforms needed to develop and deploy the system (at the CWC, JJB, SJPU, Institutions: Children Home, Observation Home, Fit Institutions, DCPU, KSICPS, DWCD all at district level)
- Identify the human resource needs for the deployment of the system
- Identify the risk factors and constraints
- Identify the factors critical to the development, deployment and usage of the developed system
- Identify the interfacing systems, and document the interface requirements to these systems e.g. Missing Children database, ICPS MIS, DWCD Website, Police GSPP reporting etc

The SRS document is intended for use by the following

- The designers and developers of the automated system, and the maintenance and support team
- The Department of Women and Child Development
- Implementing Agencies like CWC and JJB

It is expected to enable them to understand all aspects of the system in detail. It will also be used by the user team

### Stage 2: Application Development and Testing

Design and development of the application and training of users in using the system. User, installation manuals, data entry forms and procedure manuals will be prepared. Based on the SRS, it would be possible to develop and deploy the system in multiple releases. Following steps will be carried out:

- The database schema of the system will be designed
- Internal specifications, program specifications etc will be prepared.
- The code for the system will be written, unit tested and system tested.
- User manuals and other associated documentation will be prepared and reviewed.
- User reviews will be carried out with KSICPS, DWCD and the implementation agencies during the design and development phase.
- User testing of the system by the Users will be carried out.

The following activities should to be taken up by KSICPS, DWCD:

- Ensuring that the hardware needed for the deployment of the automation is procured,
- Identification of users in the Department and JJ Institutions for using the system

### **Stage 3: Deployment: system Implementation and Support**

1. Hosting the automation system at the location specified by Employer by providing support to users, bug fixing and data validations.
2. Training potential users of the system
  - Entering data in various forms developed
  - Generating reports
  - Trouble shooting when the tool does not function manual back up process
3. To provide for incorporating of change arising from field implementation of the system. Reviews will be conducted during the implementation.