

Tender Reference Number:

DIT-F(5)35/2006

COMMERCIAL OFFER

for

THE DEVELOPMENT OF SOFTWARE

FOR

MONITORING COURT CASES AT DEPARTMENTAL LEVEL



Department of Information Technology

Government of Himachal Pradesh

Member Secretary (EC), SITEG –cum –Director,
Department of Information Technology, Himachal Pradesh

Block No. 24, SDA Complex, Kasumptati

Shimla – 171 009

Tel : 0177- 2628914, 2628915; Fax : 0177- 2628914

Email : dirit-hp@nic.in

TABLE OF CONTENTS

1	TENDER FOR INVITATION OF QUOTATIONS	3
2	OVERVIEW OF COURT CASE MONITORING SOFTWARE	5
	2.1 Introduction	5
	2.2 Objectives	5
	2.3 Case Monitoring Software Framework	5
	2.3.1 Case Details	5
	2.3.2 Various Queries/ Reports	7
	2.3.3 Generation of Alerts	8
3	SCOPE OF THE WORK	8
4	ROLES AND REPONSIBILITY	9
	4.1 Roles and Responsibilities of the Software Development Agency (SDA)	9
	4.2 Roles and Responsibilities of Department of Information Technology (DIT HP)	10
5	QUALIFICATION CRITERIA	10
6	SUBMISSION OF COMMERCIAL OFFER	10
	6.1 Earnest Money Deposit (EMD)	12
	6.2 Price Structure	12
	6.3 Non-transferable offer	13
	6.4 Offer validity Period	13
	6.5 Preliminary Scrutiny	13
	6.6 Clarification of Offers	13
	6.7 Format for Commercial Offer	13
	6.8 Erasures or Alterations	13
	6.9 Evaluation and Comparison of bids	13
7	TERMS AND CONDITIONS	15
	7.1 Performance Bank Guarantee	15
	7.2 Payment Terms	15
	7.3 Penalty	15
	7.4 Acceptance Test	16
	7.5 Order Cancellation	16
	7.6 Non Disclosure agreement	16
	7.7 Security	16
	7.8 Termination of the contract	16
	7.9 Indemnity	16
	7.10Force Majeure	16
	7.11Publicity	17
	7.12Service Level Agreement	17
	7.13Resolution of Disputes	17
8	THE TENDER PROCESS	18
9	INSTRUCTIONS TO PROSPECTIVE CSPs	18
	9.1 Single Stage Bidding Process	18
	9.2 Clarification of this Document	19
	9.3 Amendment in this Document	19
	9.4 Commercial Offer	19
	9.5 Commercial Offer Currencies	19
	9.6 Format of Commercial Offer	19
	9.7 Late Offers	20
	9.8 Modification and Withdrawal of Offers	20
	Annexure I : Commercial Bid Format	21
	Annexure II : Manpower Details	22
	Annexure-A : DECLARATION REGARDING ACCEPTANCE OF TERMS & CONDITIONS	23
	Annexure-B : DECLARATION REGARDING CLEAN TRACK RECORD	24

1 INVITATION OF COMMERCIAL OFFER FOR THE DEVELOPMENT OF SOFTWARE FOR MONITORING COURT CASES AT DEPARTMENTAL LEVEL

The Department of Information Technology (herein referred to as 'DITHP') invites quotation from the ITSP empanelled category A1 and A2 companies to select a Software Development Agency (herein referred to as 'SDA') for developing web based software to monitor the day to day proceedings of court cases at department level to help departments to create database of all type of departmental cases.

The assignment specifications, terms and conditions, and various and Performa for submitting the Tender offer are described in the Tender document.

The interested software developers are requested to submit their Commercial offer.

EMD of Rs. 20,000/- (Rupees Twenty Thousand only) in the form of Demand Draft from nationalized bank should be submitted along with the offer favoring "Director, Department of Information Technology" payable at Shimla.

The cover containing Commercial offer as well as EMD should be put in single sealed envelope clearly marked "COMMERCIAL OFFER FOR THE COURT CASE MONITORING SOFTWARE AT DEPARTMENTAL LEVEL". This envelope is to be super scribed Reference Number, Due Date and with the wordings "DO NOT OPEN BEFORE 11:30 hours on 12th February 2008".

The cover thus prepared should also indicate clearly the name, address and telephone number of the ITSP empanelled company, SDA, to enable the offer to be returned unopened in case it is declared "Late".

The offer should be page numbered and appropriately flagged and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.

Tender Reference	DIT-F(5)35/2006
Price of Tender Document	Rs. 2,000/-
Date of commencement of issue of tender document	January 18, 2008
Queries to be mailed by	January 30, 2008
Last Date and Time for receipt of tender offers	February 12, 2008 till 11:00 AM

Date of opening of technical bids	February 12, 2008, 11:30 AM
Address for Communication	Member Secretary (EC), SITEG –cum – Director, Department of Information Technology, Himachal Pradesh Block No.24, 2nd Floor, STPI Building, SDA Complex, Shimla – 171009
Contact Telephone Numbers	0177 2628914
Fax No.	0177 2628914
E-mail Id	dirit-hp@nic.in

The copy of this document can be downloaded from website <http://himachaldirit.gov.in> or may be obtained during office hours between the above said working days in person by paying an amount of Rs. 2,000/- by way of Demand Draft favoring "Director, Department of Information Technology" payable at Shimla.

Please note that the ITSP empanelled company need to purchase this document from DITHP. In case the company downloads the document from the website, the cost of document should be paid along with the submission of commercial offer.

2 OVERVIEW OF THE COURT CASE MONITORING SOFTWARE

2.1 Introduction

The State Government lays a lot emphasis to re-engineer the government processes to automate the office activities to make information and services accessible in a convenient manner. By developing a Court Case Monitoring software, the departments will be able to find the status of all the ongoing cases as on date and help departments to mitigate the delays in filing the replies in time and many more analysis can be done with the data available in electronic form like nature of cases, compliance of court orders, long pending cases, percentage of cases in favour of department or against it, strategy to be adopted to reduce frequency of cases etc.

With this view, web based software has been envisaged for all the State Government Departments to monitor the status of cases at departmental level. Each Department will have user based access to this software which will be hosted centrally at DIT HP web server in Shimla.

2.2 Objectives

The objective behind the Case Monitoring Software is to provide comprehensive, accurate, reliable and one stop source of information about all the department-wise ongoing cases and the cases where court has already passed orders. This will provide online information about the current status of cases. This will help departments to take remedial action to reduce delays and remedial actions to avoid further litigations.

2.3 Case Monitoring Software Framework

A Web Based secured Case Monitoring Software at Departmental level (CMS) will help all the State Government Departments to maintain database of all the ongoing court cases and to keep track of each and every activity related to the case.

The details of the activities, which will be recorded using this software, are as follows:

-

2.3.1 **Case Details:** The concerned department will record the details of the case in the following format:

- Department Name
- District

- Name of the Court
- Title of the Case
- Case Number & Year
- Reference of this case with previous case, if any
- Nature of the Case - like CWP, OA, SLP, CS, RSA etc.
- Claim in brief (by Petitioner/ Applicant / Plaintiff / Claimant)
- Acts (including amendments):
 - Section
 - Clauses/ Proviso
 - Rules
- Name of the Advocate(s)
- Case listed on (in court)
- Case received on (by Department)
- Interim Order/ Stay Order, if any
 - Date of Order
 - Order (Text)
- Last Date for filing the reply
- Internal movement of the case:
 - Comments sought from (which Branch/ Location of Department is supposed to send comments on the matter)
 - Comments received on (the date when concerned branch send its comments)
 - Tracking of Case movement within the department (at different levels of administration)
- Actual date of filing final Reply (date of filing reply in the court through AG/ Govt. Pleaders)

- Reply filed by Department (text in brief)
- Various orders passed by court (interim order):
 - Date of Order
 - Order (text)
 - Action by the Department:
 - Type of action taken
 - Action Date
 - Court case no./ year and name of the court (if appeal referred/ order challenged)
- Status of the Case (Current status of the case in the court) and next date of hearing.
- Miscellaneous applications filed and their details with application no./year and action taken thereon
 - Miscellaneous Application No./ Year in main case (like CWP/ Year)
 - Date when court passed orders
 - Order (text)
- Decided on (Final orders date)
- Final Order (verbatim)
- Whether final order is in favour of Deptt or not (Y/N)
- Whether appeal preferred or not (Yes/ No)
 - If yes, then:
 - Legal question involved
 - Appeal No./ Year
 - Court
 - If any stay orders passed

2.3.2 **Various Queries/ Reports** (with facility to filter cases dynamically based on different criteria like month-wise, year-wise, district-wise, nature of case-wise or total cases):

- Status of Cases daily/ monthly/ yearly/ court-wise/ district-wise:
- Pending cases
- how many received during the month
- how many decided
- in how many replies filed,
- how many remained for filing replies/action to be taken
- how many cases went against the department
- how many cases deptt won/went in favour of deptt department
- in how many cases stay orders were passed and still continuing
- other user based queries

2.3.3 **Generation of Alerts**

The software should be able to generate alerts for reminding the concerned HOO/HOD/Secretary of the Department as desired regarding action to be taken in cases one week/ pre-determined time prior to the next date of hearing in the form of e-mail alert etc.

3 Scope of Work

The Software Development Agency is supposed to develop web based secured software on the basis of Case Monitoring Software framework mentioned in this document after doing proper system analysis and design. This software is also to be maintained for a period of one year after its successful implementation. Detailed scope of work is mentioned in the following section:

3.1 Prepare detailed scope of work and prepare system design document within a week from the award of contract

3.2 Get the design document approved from DITHP

- 3.3** The software will have web based interface so that the same can be deployed in state data centre and will have provision to create department-wise users
- 3.4** The department user will have access to enter/ update case details related to its department only
- 3.5** The application must have role based access to the software with department-wise administrator having full access to application and data related to its department only
- 3.6** The administrator can assign different roles to different users in application based on the administrative hierarchy
- 3.7** The administrator will be able to create new users, delete existing user, provide limited/ full access to user depending on its role
- 3.8** The software will cover all the fields mentioned in framework above. However, fields mentioned in the framework are indicative only. SDA can add more fields or delete some fields based on detailed system analysis and design
- 3.9** SDA will give the demonstration of software to DIT HP within four weeks from the date of approval of system design document
- 3.10** SDA will incorporate the changes in the software, if any, suggested by DIT HP. Next date of demonstration of revised software will be decided by DIT HP.
- 3.11** After the final demo of software, SDA will load the software in state data centre and will test run the software in two departments i.e. TCP and Education.
- 3.12** SDA will also provide necessary interface for backlog data entry (and printing module) in the software.
- 3.13** The DIT HP will issue the certificate to SDA about successful implementation of software after receiving the satisfactory certificate from TCP and Education Departments.
- 3.14** SDA will appoint one system administrator and one programmer for a period of 1 year for handholding and maintenance and updation of software as per user requirements after its successful implementation
- 3.15** After successful implementation of software, SDA will handover Technical document as well as user manual for the software along with source code and IPR rights to DITHP.

4 ROLES AND RESPONSIBILITY

This section gives the details of the expected roles and responsibilities of the individual parties involved in this project:

4.1 Roles and Responsibilities of the Software Development Agency (SDA):

- 4.1.1 SDA will depute at least one Systems Analyst and Two Programmers for this purpose.
- 4.1.2 SDA will provide necessary Hardware (Laptop or PC, Printing, Stationery) & Software Tools to the Software Development Team deputed in Shimla.
- 4.1.3 Liaise with user departments (TCP & Education) and DIT HP team to study the whole system related to departmental cases and submit design document to DIT HP within one week from the date of award of contract.
- 4.1.4 Identification of requirements across the Departments to help develop a generic software so that the same can be used by all the departments.
- 4.1.5 Develop and Implement software within three weeks after getting approval from DIT HP.
- 4.1.6 Training to user departments (DIT HP, TCP & Education) will be provided by SDA after implementing the software in State Data Centre.
- 4.1.7 All necessary changes, suggested during training, will be incorporated in the software.
- 4.1.8 SDA will appoint one system administrator and one programmer for a period of 1 year for handholding and maintenance and updation of software as per user requirements after its successful implementation.
- 4.1.9 SDA will prepare Technical Document as well as User Manual of the Court Case Monitoring software.
- 4.1.10 After successful implementation of software, SDA will handover Technical document as well as user manual for the software along with source code and IPR rights to DITHP.

4.2 Roles and Responsibilities of Department of Information Technology (DIT HP):

- 4.2.1 DIT HP shall provide the Generic Case Monitoring Software Framework
- 4.2.2 DIT HP will form one technical team for monitoring the software Development activity.
- 4.2.3 The technical team will have Technical experts from DIT HP, NIC HP and Domain Experts from TCP & Education Department. This team will be headed by director, Department of Information Technology, Government of Himachal Pradesh.
- 4.2.4 SDA will interact with this team during the entire software development cycle.
- 4.2.5 Facilitate liaison of SDA with identified departments of the State Government for identification of Software Specific Requirement which have to be incorporated in the web based software.

- 4.2.6 Approval of design submitted by the SDA for the web based secured "Case Monitoring Software at Department level".
- 4.2.7 Regularly reviewing the progress of work carried out by SDA.
- 4.2.8 Payment processing of the bills submitted by the SDA.

5 QUALIFICATION CRITERIA

The Software Development Agency (ADA) should meet the following criteria as on the date of submission of the bid:

- 5.1 The Software Development Agency (SDA) should have been empanelled as Information Technology Solutions Provider (ITSP) by Department of Information Technology, Government of Himachal Pradesh (DIT HP) and falls under category A1 and A2.

6 SUBMISSION OF COMMERCIAL OFFER

DITHP invites sealed commercial offer along with the EMD in single sealed envelope from eligible ITSP companies.

This document can be downloaded from website <http://himachaldit.gov.in> or may be obtained during office hours between the above said working days in person by paying an amount of Rs. 2,000/- by way of Demand Draft favoring "Director, Department of Information Technology" payable at Shimla. The copy of the tender document will be available at Block No. 24, SDA Complex, Kasumpati, Shimla 171 009 between 1000 and 1700 hours and can be collected in person during the dates given herein below:

Tender Reference	DIT-F(5)35/2006
Price of Tender Document	Rs. 2,000/-
Date of commencement of issue of tender document	January 18, 2008
Queries to be mailed by	January 30, 2008
Last Date and Time for receipt of tender offers	February 12, 2008 till 11:00 AM
Date of opening of technical bids	February 12, 2008, 11:30 AM
Address for Communication	Member Secretary (EC), SITEG –cum – Director, Department of Information

	Technology, Himachal Pradesh Block No.24, 2nd Floor, STPI Building, SDA Complex, Shimla – 171009
Contact Telephone Numbers	0177 2628914
Fax No.	0177 2628914
E-mail Id	dirit-hp@nic.in

In case the prospective Software Development Agency (SDA) downloads the document from website <http://himachaldirit.gov.in>, the cost of document should be paid along with the submission of the commercial offer.

The cost of processing and submission of commercial offer is entirely the responsibility of Software Development Agency (SDA), regardless of the conduct or outcome of the whole process.

Commercial Offer duly sealed should be delivered on or before the Due Date and Time as mentioned in the table above.

Offers received after due date and time will not be accepted under any circumstances.

6.1 Earnest Money Deposit (EMD)

- 6.1.1 EMD of Rs. 20,000/- (Rupees Twenty Thousand only) should be submitted along with the offer.
- 6.1.2 The EMD shall be denominated in Indian Rupees, and shall be in the form of a DD issued by a Nationalized Bank in favour of Director, Department of Information Technology payable at Shimla
- 6.1.3 Unsuccessful SDA's EMD will be discharged/ returned after award of contract to the successful SDA. No interest will be paid by the DIT HP on the EMD.
- 6.1.4 The successful SDA's EMD will be discharged on submission of Bank Guarantee (in the format given at Annexure-A) after signing the Agreement. No interest will be paid by the DIT HP on the EMD.
- 6.1.5 The EMD may be forfeited:

- 6.1.5.1 If a SDA withdraws its offer during the period of validity of offer specified by the DIT HP in the Document;
- 6.1.5.2 In the case of a successful SDA, if the SDA fails to sign the Contract in accordance with conditions of this Document or to furnish Bank Guarantee for contract performance.
- 6.1.5.3 During the whole process, if prospective/ successful SDA indulges in any such deliberate act as would jeopardise or unnecessarily delay the process of evaluation and finalisation of offer.
- 6.1.5.4 Violates any of such important conditions of this document or indulges in any such activity as would jeopardize the interest of the DIT HP.

The decision of the DITHP regarding forfeiture of Earnest Money Deposit (EMD) shall be final & shall not be called upon question under any circumstances

6.2 Price Structure

The price quoted should be inclusive of all applicable duties and taxes. No price variation due to variation in duty, tax, exchange rate fluctuation etc. will be permitted. The price should be mentioned in terms of the amount payable by DIT HP for design, Development, implementation and maintenance (for a period of one year after successful implementation) of web based secured "Case Monitoring Software at Departmental level" as per the scope of Work. All costs and charges in the offer should be expressed in Indian Rupees without any dependence on exchange rate, duty or tax structure.

6.3 Non-transferable offer

This offer document is not transferable.

6.4 Offer validity Period

Offer submitted by the SDA shall remain valid for a period of 3 Months from the last date for submission of the offer. An offer valid for a shorter period shall be rejected by SITEG as a non-responsive offer.

6.5 Preliminary Scrutiny

The Evaluation Committee will scrutinize the offers to determine whether they are complete including Tender Fees, EMD, whether any errors have been made in the offer, whether the documents have been properly signed and whether items

are quoted as per the schedule, etc. Offers incomplete in any form may be rejected.

6.6 Clarification of Offers

To assist in the scrutiny, evaluation and comparison of offers, DITHP may at its discretion ask some or all SDAs for clarification of their offer. The request for such clarifications and the response will necessarily be in writing.

6.7 Format for Commercial Offer

The suggested format for submission of commercial offer is as follows:

- 6.7.1 Index
- 6.7.2 Covering letter
- 6.7.3 Commercial Offer Format – Annexure I

6.8 Erasures or Alterations

The offers containing erasures or alterations or conditions will not be considered. There should be no hand-written material, corrections or alterations in the offer. DIT HP may treat such offers not adhering to these guidelines as unacceptable. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure/ manual” is not acceptable. DIT HP may treat such offers as incomplete and are liable for rejection.

6.9 Evaluation and Comparison of bids

- 6.9.1 The SDA's offer must be complete in all respect and covering the entire scope of work as stipulated in this document.
- 6.9.2 The SDA must submit declaration regarding acceptance of Terms and Conditions contained in this document (as per format enclosed at **Annexure A**).
- 6.9.3 The SDA must submit declaration regarding clean track record (as per format enclosed at **Annexure B**).
- 6.9.4 The evaluation process of the offer proposed to be adopted by the DIT HP is indicated under this clause. The purpose of this clause is only to provide the SDAs an idea of the evaluation process that the DIT HP may adopt.

However, the DIT HP reserves the right to modify the evaluation process at any time during the whole process, without assigning any reason, whatsoever, and without any requirement of intimating the SDAs of any such change.

6.9.5 Preliminary Examination

6.9.5.1 The Evaluation Committee will examine the offers to determine whether they are complete, whether any computational errors have been made, whether required EMD has been furnished, whether the documents have been properly signed, and whether the offers are generally in order.

6.9.5.2 An offer determined as not substantially responsive will be rejected by the Evaluation Committee and may not subsequently be made responsive by the SDA by correction of the nonconformity.

6.9.5.3 The Evaluation Committee may waive any informality or non-conformity or irregularity in the offer which does not constitute a material deviation according to the Evaluation Committee, provided such waiver does not prejudice or affect the relative ranking of any SDAs.

6.9.6 Clarification

When deemed necessary, during the evaluation process, the Evaluation Committee may seek clarifications or ask the SDAs to make Technical presentations on any aspect from any or all the SDAs. However, that would not entitle the CSP to change or cause any change in the substance of the offer submitted or price quoted.

6.9.7 Opening of Commercial Bids:

The Evaluation Committee will open the Commercial Offers of only qualified SDAs, in the presence of the representatives of the SDAs who choose to attend, at the time, date and place, as decided by the DIT HP.

6.9.8 Evaluation of Commercial Bids:

The contract will be awarded to the SDA whose financial offer will be lowest and will be ranked as L1. However, if DIT HP does not find the best offer acceptable, it may go in for negotiations, which can be done with the SDAs quoted lowest and second lowest price (L1 and L2).

During the negotiations a revised Techno-Commercial Offer will be taken from the representative of the SDAs by way of sealed offer. This revised offer will replace/supersede the earlier Commercial Offer, provided that the original offer (i.e. Commercial Offer) will not be allowed to be changed to the detriment of the DIT HP, as far as rates of every individual item & terms/ conditions are concerned. Therefore, the prospective SDAs are advised to send sufficiently senior representatives (who can take spot decisions) for negotiations.

The commercial offers shall be evaluated by the DIT HP for completeness and accuracy. If there is a discrepancy between words and figures, the amount in words will prevail. The Gross Bid Value as per Annexure-I shall be used by the DIT HP for the purpose of commercial evaluation of offers.

7 TERMS AND CONDITIONS

7.1 Performance Bank Guarantee

The SDA must submit a Performance Bank Guarantee from any Nationalized Bank @15% of Gross Bid Value in the name of DITHP

7.2 Payment Terms

DITHP will make payment for the entire services rendered, calculated on the following basis:

- 7.2.1 15% will be released after approval of System Design Document
- 7.2.2 45% will be released after the development of software in three weeks from the date of approval and made functional for TCP and Education Department.
- 7.2.3 25% will be released after successful implementation of software and all the functionalities incorporated as per this document or mentioned in design document approved by DITHP.
- 7.2.4 Remaining 15% will be released at the end of contract period.

7.3 Penalty

SDA is supposed to achieve the milestones in the specified time frame. Non adherence to the specified time frame will attract penalty @1% of Gross Bid value per week. Subsequent changes recommended by DIT HP during implementation and maintenance phase will attract penalty @0.5% per week.

7.4 Acceptance Test

DITHP will carry out the acceptance test for every deliverable. The SDA has to arrange for demonstration of software on its behalf for undertaking the acceptance test on the date and time communicated by DITHP.

7.5 Order Cancellation

SITEG reserves its right to cancel the order in the event of one or more of the following situations:

- 7.5.1 Delay in submitting the Deliverables and all related services beyond the stipulated period.
- 7.5.2 Delay in Project as per the agreed project timelines.
- 7.5.3 In addition to the cancellation of purchase order, SITEG reserves the right to levy appropriate damages and deduct from the earnest money deposit (EMD) given by the vendor or foreclose the Bank Guarantee given in lieu of performance guarantee.

7.6 Non Disclosure Agreement

The successful CSP has to execute confidentiality agreement incorporating that any data/information which will be handled/ shared will be kept in strict confidence and neither the CSP or its associates or channel partners or CSP's employees part with the data/information in any form to anybody without prior written consent of the SITEG.

7.7 Security

The CSP should ensure that all security (both physical and logical) to protect department's data, site, etc by incorporating standard security measures.

7.8 Termination of the Contract

SITEG reserves the right to terminate the entire and / or part of the contract by giving one month notice in writing.

7.9 Indemnity

CSP has to indemnify the SITEG against any claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from any proceedings initiated against SITEG for any deficiency in services related to Project provided by the CSP during the period of contract.

7.10 Force Majeure

The CSP shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the CSP and not involving the CSP's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity or either in fires, floods, strikes, lock-outs and freight embargoes.

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

Notwithstanding above, the decision of SITEG shall be final and binding on the CSP.

7.11 Publicity

Any publicity by the CSP in which the name of SITEG/ DIT is to be used should be done only with the explicit written permission of SITEG.

7.12 Service Level Agreement

CSP would be required to enter into a Service Level Agreements with the SITEG at the mutually agreed terms within three weeks from the date of issuance of Letter of Intent. In case the SLA is not executed within the said stipulated period, SITEG will be at liberty to forfeit the EMD and R2 will be invited to sign Service Level Agreement.

Any modification to the existing tender which includes proposed amendment till the date of final bid will form part of SLA. However, any deviation/ modification from the tender clause will be at the sole discretion of SITEG.

7.13 Resolution of Disputes

SITEG and the CSP shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of

such informal negotiations, SITEG and the CSP are unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two Arbitrators: one Arbitrator to be nominated by SITEG and the other to be nominated by the CSP. In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. The arbitration and reconciliation act 1996 shall apply to the arbitration proceedings and the venue & jurisdiction of the arbitration shall be in the State of Himachal Pradesh.

During the period of arbitration or any dispute pending in any court of law / arbitrator, CSP has to ensure that there is no disruption of services and all the services are continued during the period of proceedings.

8 THE TENDER PROCESS

DITHP invites prospective service providers to respond to this tender document.

The goal of this document is to develop web based software for all State Government Departments to maintain complete database related to departmental court cases.

Instructions for preparing and submitting information are set forth below.

Upon this document, the prospective SDA is in a position to prepare and submit the response. On subsequent receipt & evaluation of responses by the DITHP it does not commit to award a contract to any Software Developer even if all of the requirements stated in these documents are met.

DITHP reserves the right to make no selection and enter into no agreement as a result of this tender document.

DITHP will not be responsible for the reimbursement of any cost or expenses, which any prospective SDA may incur as a direct or indirect consequence of preparing or submitting their response to this tender document.

9 INSTRUCTIONS TO PROSPECTIVE SDAs

The Software Development Agency will submit the response to the present tender in single envelope which contains following items:

(ENVELOPE- I): Commercial Offer – (1 original + 3 copies in Envelope I)

(ENVELOPE-II): EMD

All the envelopes must be super-scribed with the following information:

Type of Bid: Technical or Commercial or EMD

Bid Title: Development of web based software to monitor the day to day proceedings of court cases at department level

Bid Reference Number: DIT-F(5)35/2006

Name and address of the SDA: XXXXXX

9.1.1 ENVELOPE-I (1 original + 3 Copies of Commercial Offer)

The Commercial Offer should give all relevant price information and should not contradict this Document in any manner. The price should be mentioned in terms of the amount payable for all the services as per the prescribed format.

9.1.2 ENVELOPE –II (EMD)

The EMD of Rs. 20,000/- (Rupees Twenty thousand only) in the form of a DD issued by a Nationalized / Scheduled Bank

9.2 Clarification of this Document

A prospective Software Development Agency (SDA) requiring any clarification on this document may notify the DITHP in writing or by fax or by email at DITHP's communication address indicated in this document. DITHP will respond in writing to any request for clarification, which it receives no later than January 30, 2008. Written copies of DITHP's response/ email (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Software Agency, which have received this document.

9.3 Amendment in this Document

At any time not less than three days prior to the deadline for submission of offer, DITHP may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Software Agency, modify this document by amendment. Prospective SDAs are advised to visit <http://himachaldit.gov.in> website regularly to see any changes in the document.

All prospective SDAs who have received this document will be notified of the amendment in writing or by fax or by email, and will be binding on them. In order to allow prospective SDAs reasonable time in which to take the amendment into account in preparing their offer, DITHP at its discretion, may extend the deadline for the submission of offers.

9.4 Commercial Offer

The software Development Agency shall quote the Price Schedule as per the **Annexure-I** for the entire scope of work mentioned in this document.

9.5 Commercial Offer Currencies

Prices shall be quoted in Indian Rupees.

9.6 Format of Commercial Offer

The original and all copies of Commercial Offer shall be typed or written in indelible ink and shall be signed by the Software Development Agency (SDA) or a person or persons duly authorized to bind the SDA to the Contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the offer. All pages of the offer, except for not amended printed literature, shall be initialled by the person or persons signing the offer.

Any interlineations, erasures or overwriting shall be valid only if they are initialled by the persons or persons signing the offer.

9.7 Late Offers

Any offer received by DITHP after the deadline for submission of offers prescribed by SITEG will be rejected and/or returned unopened to the prospective Software Development Agency.

9.8 Modification and Withdrawal of Offers

No offer may be modified subsequent to the deadline for submission of offer.

No offer may be withdrawn in the interval between the deadline for submission of offer and the expiration of the period of offer validity specified by the Software Development Agency on the offer form. Withdrawal of an offer during this interval may result in the Software Development Agency's forfeiture of its EMD.

Commercial Bid Format

Note: - Please indicate the total price for completing the entire work

S. No.	All items as per scope of work mentioned in this document	Price
1.		
	Gross Bid Value*	

* Please provide breakup of the Gross Bid Value (including manpower details, miscellaneous expenditure etc.)

Date: _____

Seal & Signature of the CSP

Place: _____

Manpower Details

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

S. No.	Name	Designation	Qualification	Experience	Date of Employment with Company

Date: _____

Seal & Signature of the CSP

Place: _____

**DECLARATION REGARDING ACCEPTANCE OF TERMS & CONDITIONS
CONTAINED IN THE RFP DOCUMENT**

Date: _____ 2008

Tender Reference No.: DIT-F(5)35/2006

To

**Member Secretary (EC), SITEG –cum –
Director, Department of Information Technology,
Himachal Pradesh
Block No. 24, 2nd Floor, STPI Building,
SDA Complex, Shimla – 171009**

Subject: Acceptance of Terms and Conditions contained in this document

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No. DIT-F(5)35/2006] regarding appointment of Content Service Provider in Himachal Pradesh.

I declare that all the provisions of this RFP Document are acceptable to my Company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours very truly,

Name: _____

Designation: _____

Company: _____

Address: _____

Note: - Copy of authorisation by competent authority in the bidders company pertaining to not only this form but entire bid should be enclosed.

DECLARATION REGARDING CLEAN TRACK RECORD

Date: _____2008

Tender Reference No.: DIT-F(5)35/2006

To

**Member Secretary (EC), SITEG –cum –
Director, Department of Information Technology,
Himachal Pradesh
Block No. 24, 2nd Floor, STPI Building,
SDA Complex, Shimla – 171009**

Subject: **Declaration regarding clean track record of the firm**

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No. DIT-F(5)35/2006] regarding Selection of Content Service Provider in Himachal Pradesh. I hereby declare that my company has not been debarred/black listed by any Government / Semi Government organizations. I further certify competent authority in my company has authorized me to make this declaration.

Yours very truly,

Name: _____

Designation: _____

Company: _____

Address: _____