

RFP Document



GUJARAT INFORMATICS LIMITED

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RFP for Selection of an agency for providing Manpower for setting up a Centralized helpdesk for Government of Gujarat Departments on behalf of Department of Science and Technology, Government of Gujarat, Gandhinagar.

(RFP No. GIL\H&N\Helpdesk – GSWAN GSDC\Refloated\2016-17)

Pre-bid meeting: 29.11.2016 at 1500 hours

Date of Submission of Bid: 07.12.2016 till 1500 hours

Date of Submission of Bid Processing Fees & EMD: 07.12.2016 till 1500 hours

Date of Opening of Bid: 07.12.2016 on 1700 hours

Bid Processing Fee: Rs. 2000/-

Introduction

Gujarat Informatics Ltd. on behalf of Dept. of Science & Technology, Govt. of Gujarat invites sealed bids from eligible bidders for Selection of an agency for providing Manpower for setting up a Centralized helpdesk for Government of Gujarat Departments.

Initially, this centralized helpdesk may be used for users of Gujarat State Wide Area Network (GSWAN), Gujarat State Data Centre (GSDC) and Gujarat State Village Area Network (GSVAN).

Bidders are advised to study the Bid Document carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the Bid Document with full understanding of its implications.

Actual award of contract will follow the conditions as per this document. This document is given for enabling the bidders to understand the tender conditions so as to guide them in filling up the technical bid and the quoting rates.

- 1.0 Bidder shall submit their bids on <https://www.gil.nprocure.com>.
- 2.0 The Bid Security and non-refundable bid processing fees in a separate sealed envelope super scribed with the bid document number to GIL office on or before due date.
- 3.0 The bid shall specify time schedule of various activities.
- 4.0 Bids complete in all respects should be uploaded on or before the BID DUE DATE.
- 5.0 Services offered should be strictly as per requirements mentioned in this Bid document. Please spell out any unavoidable deviations, Clause/ Article-wise in your bid under the heading Deviations.
- 6.0 Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection. However, GOG reserve the right to seek revised financial offer.
- 7.0 Bidder shall quote the prices of services as mentioned valid for 12 (twelve) months.
- 8.0 In addition to this RFP, the following sections uploaded are part of Bid Documents.

Section : 1	Eligibility Criteria
Section : 2	Scope of Work
Section : 3	Instructions to Bidders
Section : 4	Technical Specifications & Financial Bid Format
Section : 5	Performa of Performance Bank Guarantee

Important Dates

Pre-bid Meeting	29.11.2016 at 1500 hours
Last date and time for bid submission	07.12.2016 till 1500 hours.
Date and time for opening of Bid	07.12.2016 at 1600 hours
Bid Processing Fees (Non - refundable)	Rs. 2,000/- (Rupees two Thousand Only)
Bid security (EMD)	Rs. 1,00,000/-
GIL Contact person	DGM (Tech)- GIL

Section – 1 Eligibility Criteria

- 1.1 The bidder should have a prior experience of minimum 3 years (as on 31st October, 2016) of successfully running a Domestic/International Inbound Call Centre catering to similar large clients like Government/Institutional or private firms. The experience of running in house call center/help desk for bidder's own operations or their partner/associate's operation will not be counted. The experience of running the call center for third party clients will only be considered. The bidder must attach registration Certificate. The bidder must have to submit the work order / agreement / client certification for the same.
- 1.2 The bidder must have total average annual turnover of **Rs. 50 lacs in** last three preceding financial years ending on 31st March 2016 from similar activity. The bidder must attach audited accounts of last three years as supporting documents. Un-audited accounts will not be considered. **The bidder must attach the certificate from their Statutory Auditor certifying the total turnover from similar activity (Call Center operations) of Rs. 50 lacs in last three years. The scanned copies of Profit & Loss Accounts and Balance Sheets of last three years and the detailed audited accounts of last three years ended on 31st March 2016.**
- 1.3 The bidder must have valid ISO 9001:2008. The copy of the certificate must be submitted along with the Technical Bid.
- 1.4 The bidder must have experience of working with minimum five clients. The experience of running in-house call center/help desk for bidder's own operations or their partner/associate's operation will not be counted. The experience of running the call center for third party clients will only be considered. (The copies of project completion certificate/Undertaking on bidder's Letter Head /work order/ must be submitted for the same).
- 1.5 The bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Gujarat or any of it's PSU in the State of Gujarat or any other State Government in India or Central Government for the similar kind of project for providing Electoral Roll and management programme. Certificate / affidavit mentioning that the Bidder/ Consortium Partner is not currently blacklisted by Government of Gujarat or any of it's PSU in the State of Gujarat or any other State Government in India or by the Central Government due to engagement in any corrupt & fraudulent practices for the similar kind of project for providing Electoral Roll and management programme.
As attached Annexure F - Self Declaration.

1.6 Details Of 'Experience In Call Centre Operations '

(Fill up the details in the format mentioned in our e-Tendering website <https://gil.nprocure.com>)

Name of Client (with address contact persons and numbers)	Types Of sector (Govt. /Public Sector/ Pvt. Sector/ Internati onal clients)	Type Of Services Provided	No. of agents and supervisory staff involved in the project		Responsibility or role of the Bidder in the Project	Approx Value of contract (Rs)	Date of Work Order / Agreement / other supporting documents	Current status of project (Ongoing /Completed)
			Age nts	Superv isor				

(Please attach contract agreements/client certificates)

Note: All the details and the supportive documents for the above mentioned items should be uploaded in eligibility section in the bid.

Section – 2: Scope of Work:

Background:

Gujarat Informatics Ltd. on behalf of Dept. of Science & Technology, Govt. of Gujarat invites sealed bids from eligible bidders for Selection of an agency for providing Manpower for setting up a Centralized helpdesk for Government of Gujarat Departments. This facility may be used by various Government departments.

Initially, it is proposed that this centralized helpdesk may be used for users of Gujarat State Wide Area Network (GSWAN) & Gujarat State Data Centre (GSDC), Gujarat Sachivalaya Campus Area Network (GSCAN), Gujarat State Village Area Network (GSVAN)

Government of Gujarat (GoG) has established IP based State Wide Area Network (GSWAN) to improve its administrative efficiency. This Wide Area Network is the backbone network for data, video and voice communications throughout the State, for the Government operations. GSWAN has modernized the communication setup for Intra-Government and Government-Citizen services. All Government communication and IT infrastructure is linked to GSWAN.

GSWAN links Government offices at the State Secretariat (Sachivalaya), Gandhinagar, called as the State Centre (SC), District Headquarter called as Distinct Centre, and all the Taluka Headquarters called as Taluka Centre (TC) of Gujarat. The key applications available on the network are broadcast, Video Conferencing, Voice and Data Communication, Intranet and Internet Access through State Data Center.

GSWAN started functioning in 2001, ever since, many GoG departments have progressively rolled out their applications which have been riding on existing GSWAN, which had also been expanded to cater to all these requirements. Till date, more than 6000 GoG offices at DC and TC locations have been connected to GSWAN. In addition, many Departments are seeking for additional larger bandwidths to run their current and future applications such as ATVT, eGujCop, HRMS, TPDS, etc.

GoG is in the process of upgrading the capabilities of the GSWAN Infrastructure (Devices and Bandwidth) to meet the demands of next generation services and architecture to support future applications like IP based Surveillance, Unified Communication, Wi-Fi etc.

1) Gujarat State Wide Area Network (GSWAN)

Government of Gujarat implemented the Gujarat State Wide Area Network (GSWAN) in the year 2001-02. The end-to-end IP based network was designed for the service convergence (Voice, video and Data) on the same backbone. The key objectives were:

- To modernize the intra-governmental communication setup
- To improve administrative effectiveness and efficiency
- To facilitate improvements in the Quality of Public services

GSWAN Overview

- GSWAN is end-to-end IP based network was designed for catering G2G Data and Video services on the same backbone.
- GSWAN is one of the largest IP based Multi Service IT infrastructure connecting all Districts and Talukas to State capital Gandhinagar.
- More than 6,000 Horizontal Office locations of Government and semi-government offices are connected with GSWAN.
- All District Centers (DC) are connected to State Capital (SC) through redundant and interconnected 250 Mbps Leased Circuits aggregating at the State Data Centre (SDC)
- All Taluka Centers (TC) are connected to respective DC through 100/200 Mbps Leased Circuits
- Core Internet Bandwidth of 10 Gbps through National Knowledge Network (NKN), 3 Gbps through two redundant Internet Service Providers.
- More than 250 Websites and more than 50 Applications accessible to users hosted at State Data Center through GSWAN.

- More than 400 Video Conferencing End Points and 8 Multi Conferencing Units (MCU's) are operational on GSWAN.

Existing Network Architecture

The GSWAN network is designed and spread in three layers:

Core Layer	Secretariat Center (SC)	<ul style="list-style-type: none"> • Secretariat Center (SC) at state capital, Gandhinagar, where from the highest office of Government functions in the state. • Various departments and hundreds of subordinate offices located at the state capital are connected to SC horizontally through SCAN (Secretariat Campus Area Network). • SCAN has about 8000 Ethernet extensions at Gandhinagar and all these are interconnected with GSWAN at SDC level for information exchange. • 300 GSWAN Hotline phone connections have been provided to various offices at Secretariat for direct voice communication to any GSWAN node in the state (at District and Taluka level).
District Layer	District Centers (DC)	<ul style="list-style-type: none"> • Second Tier constitutes District Centers (DCs) located at district collector's office and multiple district level other offices connected with DC horizontally. • All 33 DC's are connected on 250 Mbps leased lines with SC. • Gandhinagar DC is a part of SCAN infrastructure. • GoG evaluated several options to achieve cost effective, flexible and scalable connectivity for all horizontal offices and used Cat-6, OFC, JFC, wireless.
Taluka Layer	Taluka Centers (TC)	<ul style="list-style-type: none"> • Third Tier constitutes Taluka Centers (TCs), located at Taluka Mamlatdar office and Taluka Development Office. • The TCs further connects to other government offices horizontally. • All Talukas are connected to DC with 200/100 MB Leased Lines.

For servicing the GSWAN, GSCAN, GSVAN users, DST through O & M operator of GSWAN & GSDC shall implement centralized Helpdesk System with IVR (Interactive Voice Response), E-mail, SMS and Call tracking mechanism. The Helpdesk shall allow all users to log queries / complaints/ Service Requests on a centralized phone number/ Web page, which shall be resolved as per the Service Level requirements. The helpdesk queries / complaints related to connectivity, security, configuration or any other issues which relate to the usage of GSWAN, GSCAN, GSDC and GSVAN shall be handled by the Helpdesk. Daily report of calls logged and resolved will be generated and submitted to GoG by O & M operator. O & M operator of GSWAN & GSDC appointed by DST will provide required hardware, Helpdesk Software and licenses to setup this Helpdesk. The Helpdesk software supplied will be able to take care of classification, automatic escalation, management, status tracking and reporting of incidents as expected by the service level requirements. Status tracking will be available to GSWAN and GSDC users through the centralized Help Desk number as well as online through software. Helpdesk software will also give a report on status of calls and violation of SLAs during disposal of such calls. O & M operator of GSWAN & GSDC appointed by DST will provide training to the Call Centre Agents to use the Helpdesk Software. O & M operator of GSWAN & GSDC appointed by DST will also deploy one resource to coordinate with the Helpdesk team to assign priorities to tickets generated. The Helpdesk shall be operated by a Third Party vendor appointed by DST/GIL.

2) Gujarat State Data Centre (GSDC)

Government of Gujarat has set up Gujarat State Data Center (GSDC) in Gandhinagar, the State capital. GSDC includes 2600 sq. ft. of server & storage area, 600 sq. ft. of connectivity zone and 1300 sq. ft of control room & utility area. Further, DST-GoG has planned to expand the existing

GSDC area of 2600 sq. ft to 3500 sq. ft. whenever it will be operationalized it will be considered as the part of Scope of work of successful bidder of this RFP. GSDC has been connected to all the Government offices through GSWAN infrastructure and is operationalized since 2008.

2.1 GSDC Overview:

<p>Server and Storage Area: 2600 Sq. ft</p>	<p>Capacity to put 82 full height (42U) Racks Co-location/hosting of approx. 300+ Servers from various State Government Departments Hosting of approx. 300+ Government websites and Applications Storage capacity of approx. 900+ TB to store State Government and Citizen's critical information/data Two sets of UPSs of 240 KVA capacity each to provide battery backup</p>
<p>Connectivity Zone (Network Room): 600 Sq. ft</p>	<p>Firewall Intrusion Prevention System DMZ (Demilitarized zone) Load Balancer for multiple ISP's link Routers and Layer 2/3 switches for network</p>
<p>Control Room and Utility Area: 1300 Sq. ft</p>	<p>UPSs and Battery banks Panel Switches Precision Air conditioners (PAC) FM 200 Gas cylinders to protect against fire situation Building Management System 24 x 7 x 365 CCTV/Surveillance monitoring system Water Leakage Detection System Rodent repellent system Access Control System Fire Alarm System/Smoke Detection System</p>
<p>Network Operation Center (NOC) Area: 2500 Sq. ft</p>	<p>24x7 Monitoring and Management facility for GSDC and GSWAN Operations and Management Team Seating arrangement for approx. 50+ personnel</p>

Network & Security components are also being upgraded to support upgraded GSWAN. GIL on behalf of Department of Science & Technology, Government of Gujarat invites RFP for Selection of an agency for providing Manpower for setting up a Centralized helpdesk for Gujarat State Wide Area Network (GSWAN), Gujarat Sachivalaya Campus Area Network (GSCAN), Gujarat State Village Area Network (GSVAN) & Gujarat State Data Centre (GSDC).

The Helpdesk is expected to be operated initially with –10-15 agents with one Supervisor / Team Leader. The helpdesk will be providing information and Logging their complaints/ issues pertaining to GSWAN, GSCAN, GSVAN & GSDC. However, bidder shall be capable to run the call centre on 24X7 (3 Shifts), as and when required by Government of Gujarat. The details of the shifts & the requirement of the agents shall be communicated to the selected bidder.

Following are some of the primary requirement for a Centralized Call Center:

- Centralized helpdesk management and operations capability
- Central infrastructure to build central repository of information / data
- Trustworthy environment, where citizens can conduct secure interaction in confidence.
- Easy and multi-channel access to citizen for interacting with government.

Successful bidder shall be capable for providing extra manpower as per the requirement of user department at notice period of one month. User Department reserves the right to change the nos. of call centre agents as and when required.

2.1 ROLES AND RESPONSIBILITIES:

2.1.1 Responsibilities of DST / GoG

- DST / or its designated agency will provide training and information about deployed tools as well as installed systems and shall provide FAQ's.
- DST shall provide the seating arrangement along with entire set up with required desktop systems, tools & telephone lines for receiving as well as logging calls / complaints, etc.
- For servicing the GSWAN users, DST through O & M operator of GSWAN & GSDC shall implement centralized Helpdesk System with IVR (Interactive Voice Response), E-mail, SMS and Call-tracking mechanism. The Helpdesk shall allow the users to log queries / complaints on a centralized phone number, which shall be resolved as per the Service Level requirements. The helpdesk queries / complaints related to connectivity, security, configuration or any other issues shall be handled by the Helpdesk. Daily report of calls logged and resolved will be generated and submitted to GoG by O & M operator. O & M operator of GSWAN & GSDC appointed by DST will provide required hardware, Helpdesk Software and licenses to setup this Helpdesk. The Helpdesk software supplied will be able to take care of classification, automatic escalation, management, status tracking and reporting of incidents as expected by the service level requirements. Status tracking will be available to the end users through the centralized Help Desk number as well as online through software. Helpdesk software will also give a report on status of calls and violation of SLAs during disposal of such calls. O & M operator of GSWAN & GSDC appointed by DST will provide training to the Call Centre Agents to use the Helpdesk Software. O & M operator of GSWAN & GSDC appointed by DST will also deploy one resource to coordinate with the Helpdesk team to assign priorities to tickets generated.
- O & M operator shall provide training to selected bidder for categorization & prioritization of calls received from users of GSWAN & GSDC.

2.1.2 Successful Bidder's responsibilities:

- Successful bidder shall deploy a minimum team of approximately 10 to 15 agents along with a supervisor with the minimum required qualification & skill-set.
- Successful bidder shall use premises allotted by DST, GoG or extend his existing call center facility as per the requirement.
- Successful bidder shall recruit, supervise, provide training (language and soft skills), and, maintain the required number of staff members in order to run the helpdesk in full capacity at their own cost.
- Successful bidder shall appoint one supervisor who will be nodal point for coordination with Client and also supervising the performance of the agents. The supervisor must be available on mobile.
- Successful bidder needs to sign the contract and non-disclosure agreement with Government of Gujarat for running the call centre.
- All the expenditure pertaining to the man-power deployed for call center operations, maintenance will be borne by the successful bidder including the salaries and other benefits of the staff.
- The service provider shall abide by the job safety measures as per prevalent laws and Government department shall not be responsible for demands or responsibilities arising from accidents or loss of life, the cause of which is the service provider's negligence. The service provider will pay all indemnities arising from such incidents and will not hold Client responsible.
- The service provider is responsible for managing the activities of its personnel and will hold himself responsible for any misdemeanors.

- Successful bidder shall acknowledge surety, security and privacy of the client's business data and other department's proprietary information or materials, whether developed by department or being used by department pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to user department.
- Successful bidder shall agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by service provider to protect its own proprietary information.
- Successful bidder shall not use the Confidential Information, the name or the logo of the Government offices except for the purposes of providing the Services as specified under the Contract or without the prior written consent of the client.
- The successful bidder is required to do all prior work of recruitment and training of agents, etc. in 30 days time from the date of award of contract to them and should start operations within this period. Further, if required, successful bidder will have to deploy additional resources within a period of 15 days from the date of receipt of request of DST, GoG.
- Successful bidder will be responsible for Program Management activities like coordinating with all the stakeholders i.e. O & M agency of GSWAN & GSDC, Third Party Auditor (TPA) appointed by DST & other vendors for smooth running of the operations. TPA appointed by DST shall monitor the reports generated from helpdesk & ensure the resolution of the issues.
- Bidder is required to quote the rate for agent per shift per month including the cost of supervisor. Based on the requirement, the details of the shifts & the requirement of the number of helpdesk agents per shift shall be communicated to the selected bidder. The number of Helpdesk agents shall increase or decrease depending upon the call flow & the requirement of Department of Science & Technology. The payment shall be made on actual number of helpdesk agents.

- **Training: By Selected Bidder**
 The selected bidder shall train the agents for operating Centralized Helpdesk, which shall cover following topics:
 - Role as Voice Agent
 - Professional Customer Relationship & Customer Care
 - Correct pronunciation (English, Hindi & Gujarati) and accent
 - Using phrases properly
 - Call handling and Dispositions
 - Reporting
 - Quality Assurance / Monitoring
 - Handling Objections
 - Demographic Overview
 - Complaint Procedures and call forwarding to the right agent

- **Qualifications & skills of required resources:**
Helpdesk Agents – 10 to 15 Nos
 - Graduate with minimum 55 % of Marks
 - Minimum experience of at least 2 years with Call Center, Data entry agent and must be proficient in Gujarati, Hindi and English Languages.
 - Good verbal/written communication skills.
 - Able to multi-task
 - Able to interpret needs and articulate best responses
 - Able to deliver good rebuttals
 - Proficient in technical support.
 - Good command of grammar and spelling.
 - Must have the ability to communicate clearly with clients at varying levels, conceptually and tactically.
 - Should be open to work in 24 by 7 environments.
 - Experience in Networking security and technology.
 - Knowledge and experience in CRM or Ticket Management System.

Supervisor

- Graduation with MBA/ PMP certified
- Minimum experience of at least 3 years post MBA with similar kind of work i.e Call Center, Data entry agent and must be proficient in Guajrati, Hindi and English Languages. Should have atleast 2 years of experience in leading a team of call centre agents.
- Good verbal/written communication skills.
- Able to multi-task
- Able to interpret needs and articulate best responses
- Able to deliver good rebuttals
- Proficient in technical support.
- Good command of grammar and spelling.
- Must have the ability to communicate clearly with clients/ stakeholders at varying levels, conceptually and tactically.
- Should be open to work in 24 by 7 environments.
- Experience in Networking security and technology.

Above mention qualifications & skill sets are minimum requirements and successful bidder may propose better resources to meet the service level requirements mentioned in the Penalty Clause and to meet other requirements of the bid.

Section -3 Instructions to Bidders

Gujarat Informatics Limited (herein after referred to as "GIL"), on behalf of Department of Science & Technology (DST), Govt. of Gujarat (GOG) (herein after referred to as the "Client") invites bids from capable service providers for the RFP for Selection of an agency for providing Manpower for setting up a Centralized helpdesk for Gujarat State Wide Area Network (GSWAN) & Gujarat State Data Centre (GSDC).

- Bids will be opened in the presence of Bidders' or their representatives who choose to attend on the specified date and time.
- In the event of the date specified for opening of bid being declared as a holiday, the due date for submission of bids and opening of bids will be the following working day at the appointed times.
- Financial bids of only those bidders who qualify on the basis of evaluation of technical bids will be opened.

2 General Instruction

- All bids must be submitted online on <https://gil.nprocure.com> website.
- The bid is non-transferable.
- The Bid Processing fee and Earnest Money Deposit will be submitted physically in Gujarat Informatics Ltd within given time limit. Late submission will not be accepted.
- Bids should be opened of only those bidders who have submitted the EMD and Bid processing fee within the time limit given in **Section I**.
- The incomplete Bids will be rejected without giving any reason thereof.
- All documents submitted in response to this Tender shall be signed by an authorized person. All papers shall be initialed by the said authority.
- Financial bids of only qualified bidders will be opened.
- The successful bidder is required to do all prior work of recruitment and training of agents, etc and deploy resources within **30 days'** time period from the date of award of contract. Further, if required, successful bidder will have to deploy additional resources within a period of 15 days from the date of receipt of request of DST, GoG.
- Bidder shall bear all costs associated with the preparation and submission of its Bid, including cost of presentation for the purposes of clarification of the Bid, if so desired by the GIL. GIL, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process
- Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
- Consortium shall not be allowed throughout execution of work.
- Pre-bid meeting will be held at GIL as mentioned in the bid. Bidders can seek clarifications on or before 2 days prior to Pre-Bid meeting date to Dy. General Manager (Technical), Gujarat Informatics Ltd., 8th floor, Block no. 1, Udyog Bhavan, Gandhinagar 382010. GIL will clarify and issue amendments if any to all the bidders in the pre-bid meeting. No further clarification what so ever will be entertained after the pre-bid meeting date.
- Subletting of any nature is not allowed under this project

3 Amendment of Bidding Documents

- 3.1 At any time prior to the deadline for submission of bids, GIL may, for any reason, whether its own initiative or in response to the clarification request by a prospective bidder, may change their bid online through <https://gil.nprocure.com>.
- 3.2 In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids GIL, at its discretion, may extend the deadline for the submission of bids.

4 Bid Currency

- 4.1 Prices shall be quoted in Indian Rupees only.

5 Bid Security:

- 5.1 The bidder must submit the DD of **Rs. 2000/-** towards tender processing charges and **Rs. 1,00,000/-** towards Bid Security amount/E.M.D. in sealed cover within the given time limit. The sealed cover should be super scribed as **“Bid Processing fees & Bid Security/EMD”** for the RFP for Selection of an agency for providing Manpower for setting up a Centralized helpdesk for Gujarat State Wide Area Network (GSWAN), Gujarat State Data Centre (GSDC) and Gujarat State Village Area Network (GSVAN)”. Bid Processing fees & E.M.D. must be in the form of Demand Draft in the name of **“Gujarat Informatics Ltd.”** payable at Ahmedabad /Gandhinagar along with the covering letter.
- 5.1.1. Bid processing fees must be in the form of Demand Draft in the name of “Gujarat Informatics Ltd.” payable at Gandhinagar along with the covering letter.
- 5.1.2. EMD as mentioned above, shall be submitted in the form of Demand Draft **OR** in the form of an unconditional Bank Guarantee (which should be valid for 6 months from the last date of bid submission) of any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2015/508/DMO dated 27.04.2016 issued by Finance Department or further instruction issued by Finance department time to time; in the name of “Gujarat Informatics Ltd.” payable at Gandhinagar (as per prescribed format given at Annexure A) and must be submitted along with the covering letter.
- 5.1.3. Please affix the stamp of your company on the overleaf of demand draft.
- 5.2 Any bid not containing Bid Processing fee and EMD as mentioned above will be rejected by GIL as non-responsive bid.
- 5.3 Unsuccessful bidder's E.M.D. will be discharged/ returned as promptly as possible, but not later than 15 days after the expiration of the period of bid validity as prescribed by GIL.
- 5.4 Successful bidder's EMD will be released after submission of Performance Bank Guarantee & signing the contract.
- 5.5 The bid security shall be forfeited:
- If a Bidder withdraws its bid during the period of Bid validity;
 - Or in case of a successful Bidder, if the Bidder fails:
 - i. To sign the Contract in stipulated time, or
 - ii. To furnish the performance security within 15 days of Letter of Intent
 - iii. The bidder is found to be involved in fraudulent practices
- 5.6 In the event of forfeiture of the bid security, the bidder shall furnish a fresh security amount to Client, within 15 days of the forfeiture order, if it wishes to make further bid/s

6 Bid Validity:

- 6.1 Bids shall be valid till 180 days from the date of bid opening. A Bid valid for a shorter period shall be rejected by Client as non-responsive. In exceptional circumstances, GIL may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security period shall also be suitably extended. A Bidder may refuse the request without forfeiting its E.M.D. A Bidder granting the request will not be permitted to modify its bid.
- 6.2 Successful bidder has to submit Performance **Bank Guarantee of 10% of the contract value within 15 days from the date of issue of Work Order** for the duration of 36 months from any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad / Gandhinagar) as per the G.R. no. EMD/10/2015/508/DMO dated 27.04.2016 issued by Finance Department or further instruction issued by Finance department time to time. (The draft of Performance Bank Guarantee is attached herewith. (The draft is attached herewith).

- 6.3 Successful bidders will have to sign the contract upon receiving the Letter of Intent with the purchaser(s) within 15 working days from the date of confirmed Letter of Intent. (The draft is attached herewith)
- 6.4 The rates quote shall be exclusive of all duties, service tax etc. as applicable & must be mentioned separately. The prices shall strictly be submitted in the given format.
- 6.5 Bids will be opened in the presence of Bidder's representatives, who choose to attend. The Bidder's representatives who are present shall sign a register/attendance sheet evidencing their attendance. The representative will be held responsible for all commitments made on behalf of the bidder and that will be considered valid for all further dealings related to this tender process. In the absence of the bidder(s), the tender committee may choose to open the bids as per the prescribed schedule.
- 6.6 The Bidder's names, Bid modifications or withdrawals, discounts and the presence or absence of relevant E.M.D. and such other details as GIL officer(s) at their discretion, may consider appropriate, will be announced at the opening.

7 Clarification of Bids

- 7.1 During evaluation of bids, GIL may, at its discretion, ask the Bidder for a clarification of its bid. GIL may also ask for rate analysis of any or all items and if rates are found to be unreasonably low or high, the bid shall be treated as non-responsive and hence liable to be rejected. The request for a clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

8 Evaluation and comparison of Bids

- 8.1 For technical evaluation and comparison of the bids, all the bids will be evaluated against the eligibility criteria [Section 1] mentioned in this document.
- 8.2 Financial bids of only those bidders will be opened, who will successfully qualify in Eligibility criteria.
- 8.3 L1 will be selected based on the lowest rate quoted by the bidder as per financial bid.

9 Award Criteria

- 9.1 Client will award the contract to the successful bidder decided as per the evaluation procedure mentioned above.
- 9.2 Successful bidder would be called for negotiation with client. However Client also reserves the right to negotiate with other bidders and award contract to any other bidder in case of failure of signing of contract with successful bidder due to whatsoever reason.
- 9.3 If the lowest evaluated bidder fails to sign the contract or fails to submit the Performance security within stipulated time or fails in any other obligations mentioned herein, Client may forfeit the EMD of lowest bidder and may award the work to L2 bidder after the L2 Bidder agrees to match the price of L1 Bidder.

10 Signing of Contract

- 10.1 At the same time as concerned Client notifies the successful Bidder that its bid has been accepted, Client will send the bidder the Contract Form, incorporating all the agreements between two parties.
- 10.2 Within 15 days of receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to Client. Initially, the contract will be signed for three year subject to annual performance review and based on performance the same can be extended for further period of 1 year by DST, GoG on mutually agreed terms with price rise of 5%.

11 Corrupt or Fraudulent Practices.

- 11.1 Client requires that the bidders under this tender observe the highest standards of ethics during the processing and execution of such contracts. In pursuance of this policy, Client defines for the purposes of this provision, the terms set forth as follows:

- 11.1.1. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the tender process or in contract execution; and
- 11.1.2. "Fraudulent practice" means a misrepresentation of facts in order to influence a tender process or a execution of a contract to the detriment of Client, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive Client of the benefits of the free and open competition;
- 11.2 Client shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices. Client may also consider black listing and/or debarring for further participation in any tender process of Govt. of Gujarat.
- 11.3 Client shall declare a firm ineligible, and black listed either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

GENERAL CONDITIONS OF CONTRACT (GCC)

1 Use of Contract Documents and Information

- 1.1 The service provider shall not, without CLIENT's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished for operations of call center or for the knowledge of agents in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 1.2 Any document, other than the Contract itself, given to the service provider shall remain the property of Client and shall be returned (in all copies) to Client on completion of the service provider's performance under the Contract if so required by Client.

2 Performance Security

- 2.1 Within 15 days of receipt of the notification of contract award, the Service provider shall furnish performance security to Client for an amount of 10 % of the contract value, valid for 36 months starting from the date of starting of contract.
- 2.2 The proceeds of the performance security shall be payable to Client as compensation for any loss resulting from the service provider's failure to complete its obligations under the Contract.
- 2.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:
A Bank guarantee, issued by a Public Sector Bank or Nationalized Banks located in India to Client, in the form provided in the bidding documents or another form acceptable to the Client.
- 2.4 The Performance Security will be discharged by Client and returned to the service provider on completion of the service and on the basis of service provider's performance obligations under the contract.
- 2.5 In the event of any contract amendment, the service provider shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period.

3 Payment

- 3.1 The payment will be made on quarterly basis based on the agents worked during the period, after completion of every quarter.
- 3.2 Payment will be made on actual number of agents deployed

4 Termination for Default

- 4.1 Client may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the service provider, terminate the Contract in whole or part:
 - 4.1.1. if the service provider fails to deliver any or all of the services within the period(s) specified in the Contract,
 - 4.1.2. If the service provider, in the judgment of Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
For the purpose of this Clause:
 - 4.1.3. "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the tender process or in contract execution.
 - 4.1.4. "Fraudulent practice: a misrepresentation of facts in order to influence a tender process or the execution of a contract to the detriment of the Client, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive Client of the benefits of free and open competition;"

- 4.1.5. If the Service Provider fails to conform to the quality requirement laid down/third party inspection/consultants opinion.
- 4.2 In the event Client terminates the contract, Client may go for other service provider, upon such terms and in such manner as it deems appropriate, service provider shall be liable to Client for any excess costs for such similar Services. However, the service provider shall continue the performance of the Contract to the extent not terminated.

5 Penalty Clause

- 5.1 Successful bidder has to ensure the availability of the required resources for uninterrupted helpdesk services. In case of absence of any resource, successful bidder shall arrange an equivalent or higher replacement with immediate effect to ensure uninterrupted services. In case the successful bidder fails to provide replacement for the absent agent, then a penalty of Rs. 500 per resource per day will be levied & shall be deducted from Quarterly payment.
- 5.2 Performance Bank guarantee will be en-cashed for unsatisfactory service to CLIENT after allowing reasonable chance to set right the service deficiencies to the full satisfaction of Client. Performance Security can be forfeited / en-cashed to set off claim of CLIENT for penalty.
- 5.3 The successful bidder will have to complete the one time takeover activity of the existing Helpdesk within 30 days from the date of issuance of official order/ communication from GIL/DST. In case of delay a penalty of Rs. 1000 per day per resource will be levied. In case of delay beyond 45 days GIL/DST may at its discretion may terminate the contract and forfeit the performance bank guarantee.
- 5.4 The Service Provider shall maintain full confidentiality of the data supplied while answering CLIENT customer queries/complaints. Under no circumstances the Service Provider shall divulge/reveal/share such data for the purpose other than for meeting CLIENT Customers' requirement. Any violation of this confidentiality clause may result in instant termination of the contract and Service Provider shall pay liquidated damage of Rs. 10, 00,000/- (Rupees Ten Lacs) to CLIENT and CLIENT shall reserve the right to blacklist the Service Provider on all Gujarat bases. The decision of CLIENT shall be final in this regard and binding on the Service Provider.
- 5.5 The above mentioned penalties shall be limited to an upper ceiling of 10 % of the Quarterly payment.

6 Force Majeure:

- 6.1 Notwithstanding the provisions of Termination of Default and Penalty clauses, the service provider shall not be liable for forfeiture of its performance security, penalty or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an even of Force Majeure.
- 6.2 Force Majeure Shall mean and be limited to the following:
- 6.2.1. War / hostilities
 - 6.2.2. Riot or Civil commotion
 - 6.2.3. Earthquake, flood, tempest, lightening or other natural disaster.
 - 6.2.4. Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order by the service provider.
- 6.3 The service provider shall advise CLIENT by a registered letter duly certified by the local statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over two months, if arising out of causes of Force Majeure, Client reserves the right to cancel the order.
- 6.4 Completion period may be extended to circumstances relating to Force Majeure by the Client. Bidder shall not claim any further extension for completion of work. Client shall not be liable to pay extra costs under any conditions.

- 6.5 The bidder shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken in to consideration or not in their quotations. In the event of any Force Majeure cause, the BIDDER shall not be liable for delays in performing their obligations under this order and the delivery dates can be extended to the BIDDER without being subject to price reduction for delayed delivered, as stated elsewhere.
- 6.6 It will be prerogative of Client to take the decision on force Majeure conditions and Client decision will be binding to the bidder.

7 Termination for Insolvency

- 7.1 Client may at any time terminate the Contract by giving written notice to the service provider, if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the service provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Client.

Section-4 Technical Specifications

ANNEXURE A: TECHNICAL BID

4.1 COMPANY PROFILE

(Fill up the details in the format mentioned below & upload it on e-Tendering website <https://gil.nprocure.com>)

1	Name of the Firm	
2	Year of Established	
3	Address of Office	
4	Telephone No.	
5	Fax No.	
6	E-mail Address	
7	Website	
8	Name of the affiliated Firms (if any)	
9	Name of Promoter	
10	Name of the Authorized Person/Contract person for this tender	
11	Various Certifications (ISO Certification / DOT Registered) Pls. attach copy of all certifications	
12	Compliance of Scope of Work	

4.2 PROPOSED METHODOLOGY

Bidder need to mention their methodology with respect to bid specifications & bid requirements. (Attached documents for the following details in our e-Tendering website <https://gil.nprocure.com>)

ANNEXURE B: FINANCIAL BID

The bidder must quote rate as mentioned below:

Sr. No.	Particulars	Unit Rate per shift per month excluding tax (in Rs.)	Rate of Tax
01	Charges for Call centre agent		
	Total Cost (in Rs.)		

Note:

1. The rate quoted above shall be inclusive of the charges for supervisor
2. Sum total of all the line items will be considered for L1 evaluation
3. Payment will be made on actual number of agents deployed

Section-5

ANNEXURE C:

Format of Earnest Money Deposit in the form of Bank Guarantee

Ref: Bank Guarantee No.
Date:

To,
DGM (Technical)
Gujarat Informatics Limited
8th Floor, Block -1, Udyog Bhavan,
Sector - 11, Gandhinagar - 382010
Gujarat, India

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the RFP no: <<<>> for RFP for <<<>> KNOW ALL MEN by these presents that WE ----- having our registered office at ----- (hereinafter called "the Bank") are bound unto the Gujarat Informatics Limited in the sum of ----- for which payment well and truly to be made to Gujarat Informatics Limited, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day of ----- ---- YYYY.

THE CONDITIONS of this obligation are:

1. The E.M.D. may be forfeited:
 - a. if a Bidder withdraws its bid during the period of bid validity
 - b. Does not accept the correction of errors made in the tender document;
 - c. In case of a successful Bidder, if the Bidder fails:
 - (i) To sign the Contract as mentioned above within the time limit stipulated by purchaser or
 - (ii) To furnish performance bank guarantee as mentioned above or
 - (iii) If the bidder is found to be involved in fraudulent practices.
 - (iv) If the bidder fails to submit the copy of purchase order & acceptance thereof.
 - (v) If the successful bidder fails to submit the Performance Bank Guarantee & sign the Contract Form within prescribed time limit, the EMD of the successful bidder will be forfeited. GIL also reserves the right to blacklist such bidder from participating in future tenders if sufficient cause exists.

We undertake to pay to the GIL/Purchaser up to the above amount upon receipt of its first written demand, without GIL/ Purchaser having to substantiate its demand, provided that in its demand GIL/ Purchaser will specify that the amount claimed by it is due to it

owing to the occurrence of any of the abovementioned conditions, specifying the occurred condition or conditions.

This guarantee will remain valid up to 6 months from the last date of bid submission. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that if this guarantee is extended for a period as mutually agreed between bidder & owner/purchaser, the guarantee shall be valid for a period so extended provided that a written request for such extension is received before the expiry of validity of guarantee.

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER / PURCHAER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

The Bank also agree that the OWNER/PUCHASER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the SELLER and notwithstanding any security or other guarantee that the OWNER/PURCHASER may have in relation to the SELLER's liabilities.

Dated at _____ on this _____ day of _____ YYYY.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &
Its official Address

Approved Bank: All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative & Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2015/508/DMO dated 27.04.2016 issued by Finance Department or further instruction issued by Finance department time to time.

**Performa of Contract-cum-Equipment
Performance Bank Guarantee**
(To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.

Date:

To

Name & Address of the Purchaser/Indenter

Dear Sir,

In consideration of Name & Address of the Purchaser/Indenter, Government of Gujarat, Gandhinagar (hereinafter referred to as the OWNER/PURCHASER which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having _____ awarded _____ to _____ M/s _____ having Principal Office at _____ (Hereinafter referred to as the "SELLER" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the supply of _____ by issue of Purchase Order No. Dated issued by <<GoG Department>> for and on behalf of the OWNER/PURCHASER and the same having been accepted by the SELLER resulting into CONTRACT for supplies of materials/equipments as mentioned in the said purchase order and the SELLER having agreed to provide a Contract Performance and Warranty Guarantee for faithful performance of the aforementioned contract and warranty quality to the OWNER/PURCHASER, _____ having Head Office at (hereinafter referred to as the 'Bank' which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the sum of Rs. _____ (Rupees _____) to the OWNER/PURCHASER on demand at any time up to _____ without a reference to the SELLER. Any such demand made by the OWNER/PURCHASER on the Bank shall be conclusive and binding notwithstanding any difference between Tribunals, Arbitrator or any other authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee. OWNER/PURCHASER shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance by the SELLER of the aforementioned CONTRACT. The OWNER/ PURCHASER shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the SELLER, and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned CONTRACT between the OWNER/PURCHASER and the SELLER or any other course of or remedy or security available to the OWNER/PURCHASER.

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHAER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the

OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

The Bank also agree that the OWNER/PUCHASER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the SELLER and not withstanding any security or other guarantee that the OWNER/PURCHASER may have in relation to the Seller's liabilities.

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs. _____ (Rupees _____) and it shall remain in force up to and including _____ and shall be extended from time to time for such period as may be desired by the SELLER on whose behalf this guarantee has been given.

Dated at _____ on this _____ day of _____YYYY.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &
Its official Address

List of approved Banks

Approved Bank: All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative & Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2015/508/DMO dated 27.04.2016 issued by Finance Department or further instruction issued by Finance department time to time.

ANNEXURE D: CONTRACT FORM

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____, YYYY ____ Between
 _____ (Name of purchaser) of _____
 (Country of Purchaser) hereinafter "the Purchaser" of the one part and
 _____ (Name of Supplier) of _____
 (City and Country of Supplier) hereinafter called "the Supplier" of the other part :
 WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz.,
 _____ (Brief
 Description of Goods and Services) and has accepted a bid by the Supplier for the supply
 of those goods and services in the sum of
 _____ (Contract Price in Words and Figures)
 hereinafter called "the Contract Price in Words and Figures" hereinafter called "the
 Contract Price."

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2 The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - 2.1 the Bid Form and the Price Schedule submitted by the Bidder;
 - 2.2 terms and conditions of the bid
 - 2.3 the Purchaser's Notification of Award
- 3 In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4 The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- 5 Particulars of the goods and services which shall be supplied / provided by the Supplier are as enlisted in the enclosed annexure:

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said _____ (For the Purchaser)

In the presence of _____

Signed, Sealed and Delivered by the

Said _____ (For the Supplier)

In the presence of _____

ANNEXURE E: NON-DISCLOSURE AGREEMENT

AGREEMENT, made effective this
day of, XXXXXXXX between Gujarat Informatics Ltd/ Govt. of Gujarat (hereinafter "CLIENT")
and _____

(hereinafter "THE SERVICE PROVIDER").

With respect to CONFIDENTIAL INFORMATION furnished by the parties to each other, the parties agree as follows:

1. That CONFIDENTIAL INFORMATION is received by each party for purposes of establishing domestic inbound call centre as help desk providing information related to Govt. affairs & carrying on its activities. CONFIDENTIAL INFORMATION is defined as meaning information of Client or THE SERVICE PROVIDER identified as or relating to its activities, data made available or accessible, data generated during operations, business strategies, business arrangements, computer and network operations, functions and systems architecture which may be disclosed in oral, written, graphic, machine-recognizable, and/or sample form, which is exchanged between the parties and which is clearly designated, labeled, or marked as confidential and/or proprietary or its equivalent. The disclosing party will confirm CONFIDENTIAL INFORMATION, which is disclosed orally, in writing within thirty (30) days after such oral disclosure. Each party shall limit dissemination of CONFIDENTIAL INFORMATION to only those Client or THE SERVICE PROVIDER employees and consultants, demonstrating and requiring a need to know.
2. That for a period of three (3) years after the execution date of this Agreement, each party shall (1) restrict dissemination of CONFIDENTIAL INFORMATION to only those employees who must be directly involved in evaluation of the CONFIDENTIAL INFORMATION (2) use the same degree of care as for its own information of like importance and at least use reasonable care, in safeguarding against disclosure of CONFIDENTIAL INFORMATION.
3. That each party shall not copy, transmit or otherwise communicate the CONFIDENTIAL INFORMATION, in any form to anyone not having a need to know, without the prior written approval of the other party.
4. That each party will promptly return such CONFIDENTIAL INFORMATION at the request of the other or certify to the destruction of such CONFIDENTIAL INFORMATION.
5. The Service Provider shall maintain full confidentiality of the data obtained while answering queries/complaints of Client's customers. Under no circumstances the Service Provider shall divulge/reveal/share such data. Service provider shall execute appropriate confidentiality agreements with their employees to maintain confidentiality of such data. Such data collected, if any shall be the property of the client and shall be handed over to the client on expiry of the contract or when asked for during the currency of the contract. The facility should have appropriate electronic access control systems to ensure an only authorized personnel has access.
6. That nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise, expressly or implied, or otherwise for any patents, copyrights, trademarks, know-how or other proprietary rights of either party acquired prior to or after the date of this Agreement.

7. That during the term of this Agreement and notwithstanding the other provisions of this Agreement, nothing received by either party shall be construed as CONFIDENTIAL INFORMATION which is now available or becomes available to the public without breach of this Agreement, is released in writing by the disclosing party, is lawfully obtained from a third party or parties, is known to receiving party prior to such disclosure, or is at any time developed by receiving party independently of any such disclosure or disclosures from the disclosing party, is disclosed pursuant to the lawful requirement or request of a Governmental Agency or disclosure is permitted by operation of law, provided that the party making the disclosure has given prior notice to the other party and has made a reasonable attempt to obtain a protective order limiting disclosure and use of the information so disclosed.
8. A waiver of any provision or breach of this Agreement must be in writing and signed by an authorized official of the Party executing the same. No such waiver shall be construed to affect or imply a subsequent waiver of the same provision or subsequent breach of this Agreement.
9. This Agreement shall be governed by and construed in accordance with the laws of India.
10. It is understood that this Agreement does not obligate either of the Parties to enter into further or continued discussions and assumes no commitment, financial or otherwise.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives and to become effective as of the date first written above.

AGREED:

Gujarat Informatics Ltd ,Govt. of Gujarat

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Title: _____

Title: _____

Date: _____

Date: _____

ANNEXURE F:

Performa of Compliance letter/Authenticity of Information Provided

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

Date:

To,
DGM (Tech.)
Gujarat Informatics Ltd.
Block-1, 8th Floor, Udyog Bhavan,
Gandhinagar

Sub: Compliance with the tender terms and conditions, specifications and Eligibility Criteria

Ref: RFP No.

Dear Sir,

With reference to above referred tender, I, undersigned <<Name of Signatory>>, in the capacity of <<Designation of Signatory>>, is authorized to give the undertaking on behalf of <<Name of the bidder>>.

We wish to inform you that we have read and understood the technical specification and total requirement of the above mentioned bid submitted by us on **DD.MM.YYYY**.

We hereby confirm that all our quoted items meet or exceed the requirement and are absolutely compliant with specifications mentioned in the bid document. We also explicitly understand that all quoted items meet technical specification of the bid & that such technical specification overrides the brochures/standard literature if the same contradicts or is absent in brochures.

In case of breach of any tender terms and conditions or deviation from bid specification other than already specified as mentioned above, the decision of GIL Tender Committee for disqualification will be accepted by us.

The Information provided in our submitted bid is correct. In case any information provided by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD/ PBG/cancel the award of contract. In this event, GIL reserves the right to take legal action on us.

Thanking you,

Dated this _____ day of _____ YYYY

Signature: _____

(In the Capacity of) : _____

Duly authorized to sign bid for and on behalf of

Note: This form should be signed by authorized signatory of bidder
