

**Gujarat Institute of Disaster Management
(Government of Gujarat)**

RFP
Of
**Selection of agency for Development and
Maintenance of webportal**
Of
**Gujarat Institute of Disaster Management,
Gandhinagar**

October, 2017

Tender No.:- SW18102017149

**Bid Processing Fees: Rs. 1,500/
Bid Security/EMD: Rs. 1,00,000/-**



**Gujarat Informatics Ltd
Block no. 1, 8th floor, Udyog Bhavan,
Sector-11, Gandhinagar-382010, Gujarat
Ph No. 23259237, Fax: 23238925.
www.gil.gujarat.gov.in**

**Last date of receipt of pre-bid queries: 26/10/2017 upto 1500 hrs
Date of Pre-Bid Meeting: 03/11/2017 at 1500 hrs
Last date of Submission of Bid: 16/11/2017 upto 1500 hrs
Opening of Technical Bid: 16/11/2017 at 1600 hrs**

Abbreviations

- **GoG:** Government of Gujarat
- **GIL:** Gujarat Informatics Limited
- **GIDM:** Gujarat Institute of Disaster Management
- **SP:** Service Provider
- **SI:** System Integrator
- **CMMi:** Capability Maturity Model Integration
- **SLA:** Service Level Agreement
- **OEM:** Original Equipment Manufacturer
- **IPR:** Intellectual Property Rights
- **SDC:** State Data Center

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SECTION I: INVITATION FOR BIDS (IFB)**COMPETITIVE BIDDING FOR SELECTION OF AGENCY FOR DEVELOPMENT AND MAINTENANCE OF WEBPORTAL OF GUJARAT INSTITUTE OF DISASTER MANAGEMENT (GIDM).**

1. Request for Proposal for Selection of Service Provider for Analysis, Design, Development, Testing, Implementation and Maintenance of Webportal of Gujarat Institute of Disaster Management (GIDM) of the periods of two years of support & maintenance including update/upgrade.
2. The project will mainly include the Design, Development, implementation and maintenance of Webportal.
3. The bidder shall be responsible for providing all types of applications/services, as mentioned in Tender document & Scope of Work, as a part of this project.
4. Please note that this bid document is not for actual award of contract / work order but to call the rates as per the financial bid for Development and Maintenance of Webportal of GIDM.
5. Actual award of contract will follow the conditions as per this document. This document is given for enabling the bidders to know the tender conditions so as to guide them in filling up the technical bid and the quoting rates for Development and Maintenance of Webportal for GIDM.
6. Important Information (Fact Sheet)

Sr. No.	Information	Details
1.	Date of Issue of Tender Document	18/10/2017
2.	Last date for submission of written queries for clarifications only by e-mail.	26/10/2017 upto 1500 hrs e-mail ID: krunals@gujarat.gov.in , vipulp@gujarat.gov.in
3.	Place, date and time for Pre bid conference	03/11/2017 at 1500 hrs Director, Gujarat Institute of Disaster Management Campus, Village-Raysan, Gandhinagar, Gujarat, India
4.	Last date and time for submission of Bid security/EMD, Bid Processing fees & Affidavit (as per the prescribed format given at Form 11) in GIL physically.	16/11/2017 upto 1500 hrs
5.	Last date and time for submission of proposals (Technical and commercial) (Online)	16/11/2017 upto 1500 hrs
6.	Place, date and time for opening of technical proposals	16/11/2017 at 1600 hrs Conference Room, Gujarat Informatics Ltd. Block No. 1, 8th Floor,

		Udyog Bhavan, Gandhinagar
7.	Place, date and time for technical Presentation	The place, date and time for technical presentation will give to the qualified bidder later on.
8.	Address for communication	Director (e-Governance) Gujarat Informatics Ltd. Block no. 1, 8th floor, Sector 11, Udyog Bhavan, Gandhinagar. Tel. No: (079) 23259239, (079) 23259237, Fax. No. (079)23238925
9.	Place, date and time for opening of financial/commercial proposal	The place, date and time for opening of financial/commercial proposal will give to the technically qualified bidder later on.
10.	Bid validity	180 days, From date of financial bid opening

7. All bids must be submitted online on <https://gil.nprocure.com> webportal.
8. Interested companies may download the RFP document from the webportal www.gil.gujarat.gov.in & <https://gil.nprocure.com>
9. Bidders shall submit **Bid processing fees** of Rs. 1,500/- in the form of **Demand Draft** in the name of "Gujarat Informatics Ltd." payable at Gandhinagar along with the covering letter.
10. Bidders shall submit **Bid security/EMD** of Rs. 1,00,000/- (One lac Rupees only) in the form of **Demand Draft OR** in the form of an **unconditional Bank Guarantee (which should be valid for 9 months from the last date of bid submission)** of any Nationalized Bank (operating in India having branch at Ahmedabad/ Gandhinagar) in the name of "Gujarat Informatics Ltd." payable at Gandhinagar **as per prescribed format attached in this document (Form 10)** and must be submitted along with the covering letter.
11. Bidder shall submit the affidavit physically at GIL in Original on Non- Judicial stamp paper of Rs. 100/- duly attested by First Class Magistrate / Notary public as per the GR No. SPO-10-2008-794-CH dated 7th December, 2016 of Industries and Mines Department with Bid Processing Fees and EMD. **(as per prescribed format given at Form 11)**
12. The sealed cover should super scribe as "Bid Processing fees & Bid Security/EMD and affidavit (as per attached format form 12) for the tender for **"SELECTION OF AGENCY FOR DEVELOPMENT AND MAINTENANCE OF WEBPORTAL OF GUJARAT INSTITUTE OF DISASTER MANAGEMENT (GIDM), GANDHINAGAR"**
13. This RFP document is not transferable.
14. Pre-qualification details & Technical Bids will be opened in the presence of Bidders' or their representatives who choose to attend on the specified date and time.
15. In the event of the date specified for receipt and opening of bid being declared as a holiday for GIL office the due date for submission of bids and opening of bids will be the

following working day at the appointed times.

16. The bidder, who intends to participate in this bid, is required to follow the below mentioned stages:
 1. Pre-Bid Conference
 2. Technical & Financial Bid Submission
 3. Opening of Eligibility Documents
 4. Opening of Technical Bid
 5. Technical Presentation for eligible bidders
 6. Opening of Financial bids of all qualified bidders
17. Minimum absolute technical score to qualify for commercial evaluation is 60.
18. The bidder achieving the highest combined technical and financial score will be invited for negotiations and awarded contract.
19. Bid validity period is 180 days.

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

1. Definitions

1. "Applicable Law" means the laws and any other instruments having force of law in India as they may be issued force and in force from time to time.
2. "Proposals" means proposals submitted by bidders in response to the RFP issued by GIDM/GIL for selection of consulting firm/company.
3. "Competent Authority" means the Managing Director, Gujarat Informatics Limited, Gandhinagar
4. "Committee" means I.T. committee of the Department
5. "Contract Price" means the price payable to the consulting firm/company on the panel of GIDM/GIL under the Contract for the complete and proper performance of its contractual obligations.
6. "SP" means Service Provider, any private or public entity, which will provide the services to GIDM/GIL under the contract.
7. "Contract" means the Contract signed by the parties along with the entire documentation specified in the RFP
8. "Day" means working day
9. "Effective date" means the date on which the contract comes into force and effect.
10. "Government" means State Government of Gujarat.
11. "GIDM" means Gujarat Institute of Disaster Management Gandhinagar.
12. "GIL" means Gujarat Informatics Limited, Block No.1, 8th Floor, Udyog Bhavan, Gandhinagar – 382 017, Gujarat.
13. "Services" means the work to be performed by the SP pursuant to the selection by GIDM/GIL and to the contract to be signed by the parties in pursuance of any specific assignment awarded to them by GIDM/GIL.
14. The "Bid Document" and "Tender Document" are the same

2 Pre-qualification Criteria

The firm/company meeting the following eligibility criteria will be considered for Technical Bid evaluation

S. No.	Pre-Qualification Criteria	Documents Required
1.	The company should be registered under Companies Registration act 1956 or 2013.	Copy of Certificate of Incorporation

2.	The bidder must have turnover of at least Rs. 1 Crore for each of the last three financial years or cumulative of Rs. 3 Crores in last three years (2014-15, 2015-16, 2016-17 as on 31 st March 2017 from Software/IT product Development and Software Support service activities. It should not include Hardware & Third party software license procurement projects.	Audited Financial Balance sheet and Profit & Loss statement of last three years as on 31-03-2017 CA Certificate from the Statutory auditor.
3.	The bidder should have at least 3 years current experience in similar IT projects/solutions.	Copy of Certificate should attached
4.	Bidder should have completed/ongoing at least three projects of Webportals (Excluding Hardware and Manpower) each of value more than 10 lacs till the date of submission of the bids. Out of three projects at least one project has to be in the Government sector of contract value more than Rs. 10 lacs.	Completion Certificates from the client + Work Order
5.	The Bidder must have standard quality certification like CMM level 3 or above	Copy of Certificate Should attached
6.	Blacklisting: Bidders or any other Firm/Company, who is service provider in this project, should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Gujarat and / or black-listed by Gujarat state Government departments.	Self-Declaration as attached
7.	The bidder should have a support office in the State of Gujarat. If not present, the bidder should establish the same within 45 days from the date of issuance of LOI.	A self-certification to this regard should be submitted along with the bid.
8.	Consortium/ Sub-contracting: No Consortium/ Sub-contracting allowed	-

All supporting documents are to be uploaded in our e-Tendering webportal <https://gil.nprocure.com>.

3 Cost of Bidding

The Bidder shall bear all the costs associated with the preparation and submission of its bid, and GIL will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.

A. THE BIDDING DOCUMENTS

1 Contents of Bidding Documents

1.1 The bid must be submitted online on <https://gil.nprocure.com>

1.2 The Bidder is expected to examine all instructions, forms, terms

and specifications in the bidding documents and on <https://gil.nprocure.com>. Failure to furnish all information required by the bidding documents in format 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.

2 Amendment of Bidding Documents

- 2.1 At any time prior to the deadline for submission of bids, GIL may, for any reason, whether on its own initiative or in response to the clarification may change their bid online through <https://gil.nprocure.com>.
- 2.2 In order to allow prospective bidders reasonable time to consider the amendments while preparing their bids, GIL at its discretion, may extend the deadline for the submission of bids.

B. PREPARATION OF BIDS

1 Language of Bid

- 1.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and GIL shall be in English language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an appropriate translation of the relevant document in the English language and in such a case, for purpose of interpretation of the Bid, the translation shall govern.

2 Documents Comprising the Bid

- 2.1 The Technical Bid and Financial Bid must be submitted online through the e-Tendering webportal of <https://gil.nprocure.com> using digital signatures.
- 2.2 The bid documents and addendums (if any) together shall be considered as final and self-contained bid documents notwithstanding any previous correspondence or document issued by GIL

3 Bid Form

- 3.1 The Bidder shall complete the Technical Bid and a Financial Bid furnished with this document giving details as per the format mentioned in the e-Tendering webportal <https://gil.nprocure.com>.

4 Bid Prices

- 4.1 The Bidder shall indicate the prices in the format mentioned in Financial Bid.
- 4.2 Following points need to be considered while indicating prices:
 - 4.2.1 The prices quoted should also include, inland transportation, insurance and other local costs incidental to delivery of the goods and services to their final destination within the state of Gujarat
 - 4.2.2 The rates of any Indian duties, VAT and other taxes which will be payable by the Client on the goods(if any) if this contract is awarded, should be quoted separately;
 - 4.2.3 The taxes are extra as applicable at the time of invoicing.
 - 4.2.4 Invoicing shall be from Gujarat only.

- 4.3 The Bidder's separation of the price components in accordance with the ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by GIL and will not in any way limit the Client's right to contract on any of the terms offered.
- 4.4 Sharing of responsibility (between GIDM and the bidder) of procurement of various types of software shall be as under:
- 4.4.1 The prices quoted shall be exclusive of the cost of operating and the licensed software required for actual running of applications developed (i.e. Operating system, database, and system software).
- 4.4.2 GIDM shall provide/procure the necessary licensed software as mentioned above, at the time of implementation.
- 4.4.3 GIDM shall have all the rights to select any of the above options without justifying reasons thereof.
- 4.4.4 In case, the bidders choose to quote zero, nil or amount or blank, it will be his risk and the same shall in no way restrict the scope of the work.
- 4.4.5 The full IPR for the entire software will rest with the GIDM. The same would be applicable to copyrights. The SP shall sign any/all the documents in this regard and hand over the source code, Meta data details etc. to the GIDM before release of final payment on completion of training and implementation of solution.
- 5 Bid Currency**
- 5.1 Prices shall be quoted in Indian Rupees only.
- 6 Bid Security/Earnest Money Deposit**
- 6.1 Bid security/Earnest Money Deposit **Rs. 1,00,000/-** (One lac Rupees only) in the form of **Demand Draft OR in the form of an unconditional Bank Guarantee (which should be valid for 9 months from the last date of bid submission)** of any Nationalized Bank (operating in India having branch at Ahmedabad/ Gandhinagar) in the name of "Gujarat Informatics Ltd." payable at Gandhinagar ((as per prescribed format given at Form 10)) and must be submitted along with the covering letter. The sealed cover should super scribe as **"Bid Processing fees & Bid Security/EMD & affidavit for the tender for Selection of agency for development and maintenance of Webportal of GIDM"**.
- 6.2 Bidders shall submit the affidavit physically at GIL IN ORIGINAL on Non-Judicial Stamp Paper of Rs 100/- duly attested by First Class Magistrate/ Notary public as per GR No. SPO-10-2008-794-CH dated 7th December, 2016 of IMD with Bid processing fees and EMD. **(as per prescribed format given at Form 11)**
- 6.3 Proposals not accompanied by EMD shall be rejected as non-responsive.
- 6.4 The successful bidder's bid security will be discharged from GIL only after the signing of the contract and submission of performance security.
- 6.5 Unsuccessful bidder's EMD will be discharged / refunded as promptly as possible, but not later than 30 days of the validity period of the bid.
- 6.6 The EARNEST MONEY DEPOSIT shall be forfeited:
- 6.6.1 If a Bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Bid Form;
- 6.6.2 Or in case of a successful Bidder, if the Bidder fails to sign the

Contract; or to furnish the performance security.

- 6.7 No exemption for submitting the EMD will be given to any agency.

7 Pre-Bid Conference / RFP Clarification

- 7.1 A prospective Bidder requiring any clarification of the bidding documents may seek clarifications of his queries submitted on the date indicated under this document. GIDM/GIL will respond to any request for the clarification of any bidding documents, which receives before date mentioned for submission of queries.
- 7.2 The queries should necessarily be submitted in the following format:

S. No.	RFP Document Reference(s) (Clause & Page Number(s))	Content of RFP requiring Clarification(s)	Points of clarification
1.			
2.			
3.			

8 Period of Validity Bids

- 8.1 Bids shall be valid for 180 days after the date of bid opening prescribed by GIL. A Bid valid for a shorter period shall be rejected by GIL as non-responsive.
- 8.2 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. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be permitted to modify its bid.
- 8.3 Bid evaluation will be based on the bid prices and technical bid without taking into consideration the above corrections.

9 Format and Signing of Bid

- 9.1 The Bidders have to submit the bid on the e-Tendering webportal <https://gil.nprocure.com>. All supporting documents in the form of scanned copies submitted online should have sign and seal of the bidder.
- 9.2 Before filling in any of the details asked for. Bidders should go through the entire bid document and get the required clarifications from GIL during the pre-Bid conference.

C. SUBMISSION OF BIDS

10 Sealing and Marking of Bids

- 10.1 All bids must be submitted online through <https://gil.nprocure.com> as per the formats mentioned therein using digital signatures.
- 10.2 Telex, cable, e-mailed or facsimile bids will be rejected.

11 Deadline for Submission of Bids

- 11.1 Bids must be submitted online not later than the time and date specified in the Invitation for Bids (Section I). In the event of the specified date for the submission of Bids being declared as a holiday for GIL, the bids will be

received up to the appointed time on the next working day.

- 11.2 GIL may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with ITB Clause 7, in which case all rights and obligations of GIL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

12 Late Bids

- 12.1 Late bids will not be accepted.

13 Modification and Withdrawal of Bids

- 13.1 The Bidder may modify or withdraw his bid before the last date of submission of bids through the e-Tendering webportal <https://gil.nprocure.com>.
- 13.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by fax but followed by the signed confirmation copy, post marked not later than the deadline for submission of bids.
- 13.3 No bid may be modified subsequent to the deadline for submission of bids.
- 13.4 No bid may be withdrawal in the interval between the deadline for submission of bids and the expiration of the period of the bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB Clause 13.

D. BID OPENING AND EVALUATION OF BIDS

14 Opening of Bids by GIL

- 14.1 GIL will open all bids (only Technical Bids at the first instance), in the presence of Bidder or his representative who choose to attend, and at the following address :

Gujarat Informatics Ltd, Block No.1, 8th Floor, Udyog Bhavan, Gandhinagar.

The Bidder's representative who is present shall sign an attendance register evidencing their attendance. In the event of the specified date of Bid opening being declared holiday for GIL office, the Bid shall be opened at the appointed time and location on the next working day.

- 14.2 The Bidder's names, bid modifications or withdrawal, bid prices, discounts, and the presence or the absence of requisite bid security and such other details, as GIL, at its discretion, may consider appropriate, will be announced at the time of opening.
- 14.3 Bids that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances.
- 14.4 The financial bids of only those bidders, who have scored at least 60 marks in the technical evaluation process, will be opened. The Financial Bids will be opened, in the presence of Bidders' representatives who choose to attend the Financial Bid opening on date and time to be communicated to all the technically qualified Bidders.

15 Clarification of Bids

15.1 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.

16 Preliminary Examination

16.1 GIL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

16.2 Prior to the detailed evaluation, pursuant to ITB Clause 16, GIL will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which confirms to all the terms and conditions of the bidding documents without material deviation. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 24), Applicable law (GCC Clause 33) and Taxes and duties (GCC Clause 34) will be deemed to be material deviations. GIL determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

16.3 If a Bid is not substantially responsive, it will be rejected by GIL and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

16.4 Conditional bids are liable to be rejected.

17 Methodology & Criteria for Technical, Commercial and final evaluation

17.1 GIDM/GIL will form an evaluation Committee or it may be done by IT Committee/ Task Force which will evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, GIDM /GIL, may, at its discretion, ask the bidders for clarification of their Technical Proposals.

Only those proposals meeting the above qualification criteria will be evaluated as per the criteria mentioned below.

Technical Criteria:

Sr. No	Criteria	Max Points	Point system
1.	Profile of firm / company	20	
	No. of years of operation in	6	3 to <5 years – 2 points

Sr. No	Criteria	Max Points	Point system
	India		5 to <7 years – 4 points
			>=7 years – 6 points
	Total Turnover of firm/company for last 3 years (in Rs.)	7	3 Cr<4 Cr - 3 point
			4 Cr to <5Cr – 5 points
Turnover of the firm/ company from Webportal Development for last 3 years (in Rs.)	7	75 Lacs to <1.5 crore – 3 points	
		>= 1.5 crore – 7 points	
2.	Experience of firm	20	
	Experience in Development of Webportal in Private Sector.	10	2 projects of Rs. 10 lacs and above– 5 points 3 projects of Rs. 10 lacs and above – 7 points >=4 projects of Rs. 10 lacs and above - 10 points
	Experience in Development of Webportal in Government/ PSU.		10
3.	Technical Presentation and Evaluation (As per table given below)	60	Committee will evaluate the Presentation on understanding, approach and methodology
Total		100	
Minimum Qualifying Scores		60	

Note: Minimum 60 marks out of 100 required to qualify for financial bid opening.

Technical Presentation

The bidder will have to give Technical Presentation on the following points as a part of the Technical evaluation.

Sr. No.	Parameter	Marks
1.	Level of understanding of the organizational functions	8
2.	Whether Contents are categorized properly?	8
3.	Whether Contents address target audience?	6
4.	Aesthetics impact & user friendliness	7
5.	Ease of Navigation within Webportal	8
6.	Color scheme flexibility, balance, image proportion	7

7.	Focus on citizen centric services	8
8.	Integration with Backend Database & Webportal Management	8
	TOTAL	60

Minimum 60 marks out of 100 (60 presentation + 40 Technical) required to qualify for the financial bid opening

Technical Bid Evaluation:

The technical score of a bidder 'Tb' will be assigned to the bidder & it will be awarded based on the Technical Evaluation Criteria as specified above. GIDM/GIL's decision in this regard shall be final & binding and no further discussion will be held with the bidders whose bids are technically disqualified / rejected. Bidders with technical score of 60 and above will qualify for the evaluation in the commercial bids. The total technical scores achieved by the bidders shall be shared with the bidders & under any circumstances the breakup of the technical score shall not be shared with the bidders.

Tb: Absolute Technical Score
Tmax: Maximum Technical Score
Tn: Normalized technical score of the bidder under Consideration

Normalized technical score (Tn) = Tb/Tmax * 100

Financial Bid evaluation:

The financial bids of only those bidders, who have scored at least 60 marks in the technical evaluation process, will be opened. The Financial Bids will be opened, in the presence of Bidders' representatives who choose to attend the Financial Bid opening on date and time to be communicated to all the technically qualified Bidders. The Bidder's representatives who are present shall sign a register evidencing their attendance. The name of bidder & bid prices will be announced at the meeting. The financial score of a bidder 'Fb' will be assigned to the bidder. 'Fb' will be the total financial quote made by the bidder (excluding the Optional Services quotes sought in the financial bid)

F_n = normalized financial score for the bidder under consideration
F_b = commercial quote for the bidder under consideration
F_{min} = commercial quote of the lowest evaluated financial proposal

The lowest evaluated Financial Proposal (F_{min}) will be given the maximum financial score (F_n) of 100 points. The financial scores (F_n) of the other Financial Proposals will be calculated as per the formula for determining the financial scores given below:

Normalized Financial Score (F_n) = 100 x F_{min} / F_b

Final Evaluation of Bid

Proposals will be ranked according to their combined technical (T_b) and financial

(Fn) scores using the weights (T = 0.60 the weight given to the Technical Proposal; P = 0.40 the weight given to the Financial Proposal; T + P = 1). The final evaluation will be based on Final Score which shall be calculated as shown below:

$$\text{Final Score (S)} = T_n \times T + F_n \times P$$

The bidder achieving the highest combined technical and financial score will be invited for negotiations for awarding the contract. In case of a tie where two or more bidders achieve the same highest combined technical and financial score, the bidder with the higher normalized technical score will be invited first for negotiations for awarding the contract.

18 Contacting GIL/GIDM

- 18.1 Subject to ITB Clause 21, no Bidder shall contact GIL/GIDM on any matter relating to its bid, from the time of the bid opening to the time of contract is awarded. If he wishes to bring additional information to the notice of GIL/GIDM, he should do so in writing. GIL/GIDM reserves its right as to whether such additional information should be considered or otherwise.
- 18.2 Any effort by a Bidder to influence GIL in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the Bidder's bid and also forfeiture of his bid security amount.

E. AWARD OF CONTRACT

19 Post-qualification

- 19.1 An affirmative determination will be a prerequisite for the award of the contract to the Bidder. A negative determination will result in rejection of Bidder's bid, in which event the department will proceed to the next lowest evaluated bid to make a similar determination of the Bidder's capabilities to perform the contract satisfactorily.

20 Award Criteria

- 20.1 GIDM will award the contract to the successful bidder decided as per the evaluation procedure mentioned above.
- 20.2 GIDM reserves the right to award the contract to the Bidder whose bid may not have been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

21 GIDM/GIL's Right to Accept Any Bid and to reject any or All Bids

- 21.1 GIDM/GIL reserve the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for GIL' action.

22 Notification of Awards

- 22.1 Prior to the expiration of the period of the bid validity, concerned GIDM will notify the successful bidders in writing, to be confirmed in writing by registered letter, that his bid has been accepted.
- 22.2 The notification of award will constitute the formation of the Contract.

23 Signing of Contract

- 23.1 At the same time as GIDM notifies the successful Bidder that its bid has been accepted, GIDM will send the bidder the Contract Form, incorporating all the agreements between two parties.
- 23.2 Within 15 days of receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to GIDM.

24 Performance Security / Performance Bank Guarantee

- 24.1 The successful Bidder has to furnish a security deposit so as guarantee his/her (Bidder) performance of the contract.
- 24.2 The Successful bidder has to submit Performance Bank Guarantee @ 10% of total order value within 15 days from the receipt of notification of award from "GIL" from all Nationalized Bank including the public sector bank or Private Sector Banks authorized by RBI or Commercial Bank or Regional Rural Banks of Gujarat or Co-Operative Bank of Gujarat (operating in India having branch at Ahmedabad/Gandhinagar) as per the G.R. no. EMD/10/2015/508/DMO dated 27.04.2016, 14.06.2016 and EMD/10/2016/328/DMO dated 01.05.2017 issued by Finance Department or further instruction issued by Finance department time to time.
- 24.3 The Performance Security shall be in the form of Bank Guarantee valid for 3 year from the date of actual start of operation.
- 24.4 If the O & M support required to be extended for further one year after the expiry of warranty of two years then the period of PBG should also be extended.
- 24.5 The proceeds of the performance security shall be payable to GIDM as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
- 24.6 The Performance Security shall be denominated in Indian Rupees
- 24.7 Within 15 days of the receipt of notification of award from "GIL", the successful bidder shall furnish the performance security in accordance with the Conditions of the Contract, in the performance security Form provided in the bidding documents in the Performa prescribed in the Tender.
- 24.8 The Performance Security will be discharged by GIL and returned to the Bidder on completion of the bidder's performance obligations under the contract.
- 24.9 In the event of any contract amendment, the bidder 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.
- 24.10 No interest shall be payable on the PBG amount. GIDM may invoke the above bank guarantee for any kind of recoveries, in case; the recoveries from the bidder exceed the amount payable to the bidder.

25 Corrupt or Fraudulent Practices.

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

- 25.2 "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and
- 25.3 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or an execution of a contract to the detriment of GIDM, 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 GIDM of the benefits of the free and open competition;
- 25.4 GIDM shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices and same shall be conveyed to GIDM/GIL or black listed by any of the Department of Government of Gujarat in competing for the contract in question.
- 25.5 GIDM 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. The same shall be conveyed to GIDM/GIL.

26 Interpretation of the clauses in the Tender Document / Contract Document

- 26.1 In case of any ambiguity in the interpretation of any of the clauses in Bid Document or the Contract Document, GIL's interpretation of the clauses shall be final and binding on all parties.
- 26.2 However, in case of doubt as to the interpretation of the bid, the bidder may make a written request prior to the pre-bid conference to GIDM / GIL.
- 26.3 GIDM/GIL may issue clarifications to all the bidders as an addendum. Such an addendum shall form a part of the bid document /Contract document.

SECTION III: GENERAL CONDITIONS OF CONTRACT

1 Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- a) "The Contract" means the agreement entered into between GIDM and the service provider, as recorded in the Contract Form Signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
 - b) "The Contract Price" means the price payable to the service provider under the Contract for the full and proper performance of its contractual obligations;
 - c) "Services" means to Design, Develop, Implement, testing and maintenance of software application for GIDM and other obligations of the service provider covered under the Contract;
 - d) "GCC means the General Conditions of Contract contained in this section.
 - e) "GIDM" means Gujarat Institute of Disaster Management, availing the service from the SP.
 - f) "The Client's Country" is the country named in GCC.
 - g) "The SP means service provider" means the individual or firm supplying the and / or Services under this Contract.
 - h) "Day" means a working day.
 - i) "Critical deliverables" means the deliverables supplies by SP
 - j) "Time required for approval" means the time elapsed between the date of submission of a critical deliverables (complete in all respect for all the business functions /services) and the date of approval excluding the intermediate time taken by the Service Provider for providing clarifications/modifications and communication.
 - k) "Software" means the design, develop and testing of application as per requirement of GIDM.
 - l) The "Go-Live" means the Software application is ready in all respect (designing, development, testing & implementation of all modules listed in Scope of work and first used by the citizen/department users.
 - m) The "Bid Document" and "Tender Document" are the same.

2 Application

- 2.1 These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

3 Country of Origin

- 3.1 All Services rendered under the Contract shall have their origin in the member countries and territories eligible i.e. India
- 3.2 The origin of Services is distinct from the nationality of the service provider.

4 Standards

- 4.1 The software supplied under this Contract shall conform to the standards and when no applicable standard is mentioned; to the authoritative standard appropriate to the country of origin and such standards shall be the latest issued by the concerned institution.

5 Use of Contract Documents and Information

- 5.1 The service provider shall not, without GIDM's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the in connection therewith, to any person other than a person employed by the service provider 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.
- 5.2 The service provider shall not, without GIDM's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of GIDM and shall be returned (in all copies) to GIDM on completion of the service provider's performance under the Contract if so required by GIDM.
- 5.4 The service provider shall permit GIDM to inspect the service provider's accounts and records relating to the performance of the service provider and to have them audited by auditors appointed by GIDM, if so required by GIDM.

6 Patent Rights, Copy Right

- 6.1 The Service Provider shall indemnify GIDM/Gujarat Informatics Ltd against all third-party claims of infringement of copyright, patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.
- 6.2 When the SP will develop any solution for GIDM as part of project, then the copyright/IPR of that solution will be with the GIDM/Gujarat Informatics Ltd. The bidder cannot sell or use (fully / partly) that software for his other customers without written consent from Government of Gujarat.

7 Application Security Audit:

- 7.1 Webportal should be hosted and released only after undergoing the Webportal Security Audit as per the guidelines of Government of India and obtaining a Security Audit Clearance certificate from CERT-in empanelled IT Security Auditors. GIDM may take help for selection of Security auditor for Security audit of webportal. So, Payment of Security audit would be paid by GIDM. Web developer should be responsible to fix the vulnerabilities found even after the hosting is completed till the completion of its contract period with GIDM Government of Gujarat.

8 Change Request Orders

- 8.1 During the development phase, any change in scope of work, or in design and development of modules or MIS shall not be construed as change Request order and instead will become part of scope of work accompanying this bid

document.

- 8.2 GIDM may, at any time, by written order given to the SP make changes within the general scope of the Contract in any one or more of the following:
 - 9.2.1 Designs, specifications, requirements of which software or service to be provided under the Contract are to be specifically developed / rendered for GIDM;
 - 9.2.2 The place of delivery; and/or the Services to be provided by the SP.
- 9.3 Training of personnel of the GIDM in terms of hours/subjects will be without any additional cost.
- 9.4 If any such change causes an increase or decrease in the cost of, or the time required for, the SP's performance of any provisions under the Contract, equitable adjustments shall be made in the Contract value or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the SP for adjustment under this clause must be asserted within thirty (30) days from the date of the SP's receipt of the GIDM's change order.

10 Delivery of Documents

- 10.1 Design/Development/Coding/implementation/maintenance of the software shall be made by the service provider in accordance with the terms specified by GIDM in the Notification of Award.
- 10.2 Upon deployment of the solution / completion of the assigned work under the service, service provider shall notify GIDM accordingly.

11 Deployment of Software

- 11.1 Service provider must deploy the solution at the places specified by GIDM at the time of the contract and ensure smooth running of that solution. Service provider needs to provide all the necessary things like CD media, etc. at every deployment site for assuring minimum down time of the system.

12 Prices

- 12.1 Prices payable to the service provider as stated in the Contract shall remain firm and fixed during the performance of the Contract.
- 12.2 The prices quoted should not be conditional/optional and it should be in line with the technology and approach presented during the Approach & Methodology by the Service Provider before the IT committee. The bidder should not submit conditional/optional bids. Conditional/optional bids are liable to be rejected outright.

13 Contract Amendments

- 13.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

14 Assignment

- 14.1 The service provider shall not assign, in whole or in part, its obligations to perform under the Contract, except with GIDM's prior written consent.

15 Delays in the supplier / service provider's Performance

- 15.1 Delivery of the software and performance of the Services shall be made by the service provider in accordance with the time schedule specified by GIDM in the contract document.
- 15.2 If any time during performance of the Contract, the service provider should encounter conditions impeding timely delivery of the Goods and performance of Services, the service provider shall promptly notify GIDM in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the service provider's notice, GIDM shall evaluate the situation and may, at its discretion, extend the service provider's time for performance with or without a penalty, in which case the extension shall be ratified by the parties by amendment of the Contract. Any such extension of time limit, even if it is due to unforeseen circumstances beyond control of both the SP and GIDM, shall be at no extra cost to GIDM.
- 15.3 Except as provided under GCC Clause 20, a delay by the service provider in the performance of its delivery obligations shall render the service provider liable to the imposition of a penalty pursuant to GCC Clause 18, unless an extension of time is agreed upon pursuant to GCC Clause 21(b) without the application of the penalty.

16 Termination for Default

- 16.1 GIDM 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:
 - 16.1.1 if the service provider fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by GIDM; or
 - 16.1.2 If the service provider fails to perform any other obligation(s) under the Contract.
 - 16.1.3 If the service provider, in the judgment of GIDM has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"Fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, 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 the Borrower of the benefits of free and open competition;"

If the Service Provider fails to conform to the quality requirement laid down/third party inspection/consultants opinion.

17 Force Majeure

- 17.1 Notwithstanding anything contained in the tender, the SI shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.
- 17.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the service provider and not involving the service provider's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 17.3 If a force Majeure situation arises, the service provider shall promptly notify GIDM in writing within 10 days of such conditions and the cause thereof. Unless otherwise directed by GIDM in writing, the service provider 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.

18 Limitation of Liability

- 18.1 In no event shall either party be liable for any indirect, incidental, consequential, special or punitive loss or damage including but not limited to loss of profits or revenue, loss of data, even if the party shall have been advised of the possibility thereof. In any case, the aggregate liability of the bidder, whatsoever and howsoever arising, whether under the contract, tort or other legal theory, shall not exceed the total charges received as per the Contract, as of the date such liability arose, from the Purchaser, with respect to the goods or services supplied under this Agreement, which gives rise to the liability.

19 Termination for Insolvency

- 19.1 GIDM may at any time terminate the Contract by giving written notice to the Supplier / service provider, if the Supplier / service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier / 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 GIDM.

20 Termination for Convenience

- 20.1 GIDM by written notice sent to the service provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for GIDM's convenience, the extent to which performance of the service provider under the Contract is terminated, and the date upon which such termination becomes effective.
- 20.2 The services / software that is complete and ready for rendering / deployment within 30 days after the service provider's receipt of notice of termination shall be accepted by GIDM at the Contract terms and prices. For

the remaining services, GIDM may elect:

- 20.2.1 To have any portion completed and delivered at the Contract terms and prices; and/or
- 20.2.2 To cancel the remainder and pay to the service provider an agreed amount for partially completed services / software and for services / software previously procured by the service provider.

21 Right to use defective software/equipment

21.1 If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the software/equipment proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such software/equipment until rectification of defects, errors or omissions by debugging / repair or by partial or complete replacement is made without interfering with GIDM's operation.

22 Supplier / service provider Integrity

22.1 The service provider is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

23 Supplier / service provider's Obligations

- 23.1 The service provider is obliged to work closely with GIDM's staff, act within its own authority and abide by directives issued by GIDM.
- 23.2 The service provider will abide by the job safety measures prevalent in India and will free GIDM from all 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 GIDM responsible or obligated.
- 23.3 The service provider is responsible for managing the activities of its personnel or sub-contracted personnel and will hold himself responsible for any misdemeanors.
- 23.4 The service provider will treat as confidential all data and information about GIDM, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of GIDM.

24 Patent Rights

24.1 In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in GIDM, the service provider shall act expeditiously to extinguish such claim. If the service provider fails to comply and GIDM is required to pay compensation to a third party resulting from such infringement, the service provider shall be responsible for the compensation including all expenses, court costs and lawyer fees. GIDM will give notice to the service provider of such claim, if it is made, without delay.

25 Site Preparation and Installation

25.1 GIDM is solely responsible for the preparation of the sites in compliance with the technical and environmental specification defined by the service provider. GIDM will designate the installation sites before the scheduled installation date to allow the service provider to perform a site inspection to verify the appropriateness of the sites before the deployment of software. This activity should be undertaken immediately after signing of the contract with GIDM so that there is no delay in implementation of software due to site problems. The Hardware/software requirement report should be submitted within the first 30 days after signing of the Contract with GIDM.

26 Proposed timelines for Implementation from the date of issuance of work order (3 months)

The Firm/Company is expected to provide following deliverables to GIDM/GIL and other deliverables like status report, presentation etc., if any asked by the GIDM/GIL from time-to-time.

Sr. No.	Milestone	Timelines T = Date of work order
1	Preparation of SRS – study report	T1 = T + 15
2	Webportal Design and Development	T2 = T1 + 45
3	Security Audit	T3 = T2 + 20
4	UAT and Go Live of Webportal	T4 = T3 + 10

Note: *T = Date of Issue of Work Order

27 Validity of Contract

The Contract would be for period of 3 months Design & Development and subsequent 2 Years O&M, beyond which it can be extended on mutually agreeable terms and under the same pro-rata prices as quoted by the Firm/Company under this tender.

28 Payment Schedule

Milestone	Percentage Payable
After conceptualization of the whole webportal	30%
Successful uploading and installation of Webportal on User's Platform and generation of test reports as well as submission of Systems manual and user's manual	40%

(operational manual) in two Sets and training to employees of Organization.	
After 2 months of successful completion of the work Implementation report and handing over of all source code, meta data, licenses certification etc. to the organization or their authorized representative.	30%

29 Unconditional Bid

29.1 Bidders shall not put any condition of any kind in the Technical and Financial Bid, failing which the bid shall be rejected as non-responsive.

30 No Variable Cost in Financial Bid

30.1 Bids with the variable costs / rates shall not be considered and shall be rejected as non-responsive at the discretion of GIDM.

31 Resolution of Disputes

31.1 In this regard GIDM doesn't go for any arbitration on dispute and GIDM's decision will be final and binding on the service provider.

32 Governing Language

32.1 The contract shall be written in English language. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

33 Applicable Law

33.1 The Contract shall be interpreted in accordance with the laws of the Union of India and that of State of Gujarat.

34 Taxes and Duties

34.1 Service providers shall be entirely responsible for all taxes, duties, license fees, octroy, road permits, etc., incurred until delivery of the contracted software / service to GIDM. However, GST in respect of the transaction between GIDM and the service provider shall be payable extra, if so stipulated in the Notification of Award.

35 Binding Clause

35.1 All decisions taken by GIL regarding the processing of this tender and award of contract shall be final and binding on all parties concerned.

36 Notice

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address mentioned in the project specific Contract Agreement.

SECTION IV: SERVICE LEVEL AGREEMENT (SLA) & PENALTY CLAUSE

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the SP to GIDM for the duration of the contract for providing Applications, Training, Operation and Maintenance support against the stated scope of work. GIDM/GIL shall regularly review the performance of the services being provided by the SP and the effectiveness of this SLA.

1 Definitions

For purposes of this Service Level Agreement, the definitions and terms as specified in the contract along with the following terms shall have the meanings as set forth below:

- "Uptime" shall mean the time period for which the specified services / components with specified technical and service standards are available to GIDM and users. Uptime, in percentage, of any Central IT component can be calculated as:
$$\text{Uptime \%} = (\text{uptime}) / (\text{Total Time} - \text{Maintenance Time}) * 100$$
- "Downtime" shall mean the time period for which the specified services / components with specified technical and service standards as per SLAs are not available to GIDM and users and excludes the scheduled outages planned in advance for the GIDM central IT infrastructure.
- "Incident" refers to any event / abnormalities in the functioning of GIDM specified services that may lead to disruption in normal operations of GIDM services.
- "Response Time" shall mean the time taken (after the incident has been reported at the concerned reporting center), in resolving (diagnosing, troubleshooting and fixing) or escalating to (the second level, getting the confirmatory details about the same and conveying the same to the end user), the services related troubles during the first level escalation.
- The resolution time: the resolution time is the time taken for resolution of the problem and this includes provisioning of the work around to immediately recover the situation. The resolution time shall vary based on the severity of the incident reported.

2 Categories of SLAs

This SLA document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The SP shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels. The services provided by the SP shall be reviewed by GIDM against this SLA. The SP shall:

- Discuss escalated problems, new issues and matters still outstanding for resolution.
- Review of statistics related to rectification of outstanding faults and agreed changes.
- Obtain suggestions for changes to improve the service levels.

The following measurements and targets shall be used to track and report performance on a regular basis. The targets shown in the following table are applicable for the duration of the contract.

2.1 Implementation related penalty of service levels

Development of Solution

These SLAs shall be strictly imposed and a software audit/certification shall be carried out at the sole discretion of GIDM for certifying the performance of the applications against the target performance metrics as outlined in the table below:

Service Category	Target	Severity	Penalty
Successful completion of Development of solution.	As per delivery Schedule	Critical	A Penalty of 0.5% of contract value of Software per week delay.
Testing & UAT of solution.	As per delivery Schedule	Critical	A Penalty of 0.5% of contract value of Software per week delay.
Product Training & Handholding Support of solution.	As per delivery Schedule	Medium	A Penalty of 0.5% of contract value of Software per week delay.
Commissioning & Go-Live	As per delivery Schedule	Medium	A Penalty of 0.5% of contract value of Software per week delay.

Note: If the bidder is not adhering to the individual milestones as defined in the delivery schedule, the cumulative penalty will be levied for the delayed weeks, at the sole discretion of GIDM. If delay exceeds maximum delay weeks at the particular milestone, GIDM may have rights to terminate the contract. In that case the Performance Bank Guarantee of the bidder will be forfeited.

The SLA applicable after the implementation shall be purely measured on the availability of the services at site.

Section V: Scope of Work

The Gujarat Institute of Disaster Management was established as the research and training wing of the Gujarat State Disaster Management Authority (GSDMA) on 26th January 2004 by the Government of Gujarat with the aim of Human Resource Development in the state. With state of the art facilities, the main thrust of the institute is to provide proper insight, knowledge and skills to stack- holders at various levels in the state, so that they can accomplish appropriate disaster management tasks.

Technical Scope of Work

The Technical scope of work for Development and maintenance of Webportal of GIDM, GANDHINAGAR is as under:

1. The Web Portal should disseminate up-to-date information about Disaster Management, Disaster Risk Reduction, and other Disaster Management related features.
2. Website with Bilingual Support – English and Gujarati.
3. The Web Portal should conform to accessibility standards so that it caters to every single citizen irrespective of their disability (WCAG 2.0 level AA compliance).
4. The Web Portal should act as “One-Stop Shop” to get most current, reliable and useful data. A one stop shop is a one single platform where multiple services are offered in single stage; i.e., users can get all the information they need in just "one stop".
5. The Web Portal is to be developed and maintained for two years.
6. Web Portal should be compatible with all major browsers (i.e., Firefox, Internet explorer, opera, Google Chrome, Safari,etc.)
7. The developer must ensure that not to violate any copyright law related to images, templates, code, etc.
8. Any user input system must have captcha system (Captcha must be neat and clean).
9. The Web Portal must have Web Syndication (RSS/Atoms) and mobile and Tablet Responsive web design (RWD). The responsive Web Portal with refreshed visual aesthetics will meet following objectives for the GIDM:
 - The responsive version will adapt to various resolution including landscape and portrait orientation of the Web Portal.
 - Accessibility across multiple devices (particularly mobile and tablet).
 - Improved site usability through simplified and improved navigation.
 - Streamline content to clearly and efficiently convey information of key areas.
10. The Web Portal should have department/organization address locator with Geo Location integrated with Google Maps.
11. The Web Portal should have Breadcrumbs feature which will help people to be aware of their navigation trail.
12. The Web Portal must be optimized for Search Engines (Meta-tags, Dynamic Link Creations, and Dynamic Titles, etc.) and also search ability within the web portal. Web developer has

- to perform SEO throughout the contract period. The service Provider will quote within this financial bid.
- 13.** No Installation of third party scripts to track user activity ad-scripts, hidden back links to another irrelevant web portal.
 - 14.** Sufficient security measures shall be developed against vulnerabilities, e.g., hacking / SQL-injection-attack, etc.
 - 15.** The Web Portal should be in a specific manner so that authorized official can easily maintain the respective content themselves.
 - 16.** There should be a clear distinction in content for the authorized user and the general public.
 - 17.** The Web Portal should be updated in consultation with the concerned authority, which will be informed to you from time to time.
 - 18.** There should be a provision for integration of Social Media.
 - 19.** A web developer should develop a Web Portal with the concept of less web space and memory. So, web pages can load quickly, but this should also accommodate the requirement of GIDM.
 - 20.** The Web Portal should be regularly monitored and assessed to ensure content authentication and updation.
 - 21.** There should be a location accessible through the map in contact web page.
 - 22.** The Web Portal should have Copyright Policy, Terms & Conditions and Privacy policy prominently displayed on each page.
 - 23.** In future, there should be provision for integration of future applications like Document Management System, Leave Management System etc of GIDM with portal to be developed for GIDM. No additional cost will be given for this work.
 - 24.** The Web Portal should have Collaboration and Feedback capabilities to enable the interaction and sharing of ideas amongst the stakeholders of the Website as well as capturing the feedback. Following capabilities should be made available
 - FAQs
 - Feedback Mechanism
 - 25.** Passwords should not be hard-coded in any Web Portal configuration files or stored in plain text. Passwords should be properly hashed and salted to reduce the effectiveness of password cracking. It should be as per GIGW guidelines mentioned in <http://guidelines.gov.in/>
 - 26.** Website should be IPv6 compliant.
 - 27.** Web portal will be hosted on Gujarat State Data Center, Gandhinagar.
 - 28.** The Web Portal should be running on SSL, i.e., HTTP request should automatically get redirected to https.
 - 29.** A web developer should be responsible for macro level and micro level design of the Web Portal ensuring that the portal is contemporary in all respects to the extension possible.

30. The Web Portal Developer should be responsible for ensuring that all the Software, Plugins, Scripts, etc., used for the development of the Web Portal is updated with the latest patches and are free of any known vulnerabilities. The updation of patches should be carried out within 15 days from the date of announcement of the patch by OEM (in the case of High Critical Vulnerabilities) and 30 days (in the case of other vulnerabilities) in consultation with the composite team of GSDC.
31. The Web Portal Developer may strive to use Open Source Software to design Web Portal. The use of Open Source Software should be as per the Framework on Open Source Software issued by Govt. of India ([https://egovstandards.gov.in/sites/default/files/Published%20 Documents / Framework_on_OSS_in_eGov_0.pdf](https://egovstandards.gov.in/sites/default/files/Published%20Documents/Framework_on_OSS_in_eGov_0.pdf))
32. The Web Portal should have functionality of internal search and also advance search.
33. The selected web developer has to study the requirement in details in consultation with GIDM and develop the Web Portal accordingly after due approval of concern authority.
34. The Web Portal should be compliance with GIGW guidelines.
35. The pages should be printer friendly, i.e., all the pages should be displayed and printed upon demand by the user.
36. **Interoperability:** The system should be interoperable and should comply with open standards for easy integration. The entire system/ subsystem should be interoperable, to support information flow and integration. Operating systems and storage technologies from several suppliers must interact well with each other. Future applications of GIDM shall be integrated to achieve “Singel Stop Shop” concept. **The selected Web Developer should integrate such applications for seamless transfer of data without any extra cost.**
37. **Design & Style Guide:** The agency must provide a design and style guide that will contain the color palette, typeface, grids, etc. that have been used in the visual design of the entire website. These will be useful for creating, designing various campaigns and creative for promotional and related activities.
38. **Uniform Design & Style:** Website should be developed in a uniform look and feel so that it shows a holistic view to the citizen. Multiple Design and Style templates should be suggested so that GIDM can select multiple templates.
39. **Multiple Themes:** The templates as selected by GIDM should be implemented as Themes so that users can select a Theme out of the available Themes to change the look and feel of the website. The Themes should change the look and feel of the website. There should be an option for random change of Themes automatically.
40. **Content Management System:** Content Management Module - user shall be able to upload the Content such as Photo, News, Contact detail, etc. on the Web Portal. Contents must be in Unicode format. Content Management System should have following features or capabilities:
 - ✓ Content Authoring, Publishing, Delivery, Content Storage Management, Content exit and Archival
 - ✓ Should have pre-configured generic templates and workflows for the content management
 - ✓ Separation of content from presentation, which allows authors to focus on content rather than web design
 - ✓ Management of revision, approval, publishing and archiving processes in an easy and

- automated manner
- ✓ Centralized template management for consistency within website
- ✓ Facilitated metadata generation and management which enables effective content discovery
- ✓ Content storage management of all types of content; text graphic, audio, video, etc.
- ✓ In context contribution, purview, updates, and approvals
- ✓ Email notifications for automated content edits and reviews
- ✓ Native content conversion to web formats
- ✓ CMS should be able to generate content feeds

41. The Webportal which contain basic information and dynamic interactive pages on including following points:

- Introduction
- Vision
- Mission
- Training/ Event Calendar
- Latest News/ Flash News
- Disaster Management related information
- Resource Materials
- Feedback form
- Suggestion/complaint form
- Online quiz/ poll (to make web portal interactive)
- Photo Gallery
- Video Gallery
- Search / Advance Search
- Sitemap etc.

Features related:

1. The Webportal should have Country Corner for all eight Partners countries wherein, they can change/update content themselves as per their requirements. The Webportal should have Content Management System (CMS) through which the Webportal can be change/update by dept. user as well as the country partner's users.
2. Feedback forms and suggestion box to be provide in the Webportal.
3. Password should not be hardcoded in any Webportal configuration files or stored in plain text. Passwords should be properly hashed and salted to reduce the effectiveness of password cracking.
4. Webportal should be IPv6 compliant.
5. Webportal should be running on SSL i.e. http request should automatically get redirected to https.
6. Web developer should be responsible for macro level and micro level design of the Webportal ensuring that the site is contemporary in all respects to the extension possible.
7. The Webportal Developer should be responsible for ensuring that all the Software, Plugins, Scripts etc., used for the development of the Webportal is updated with the latest patches and are free of any known vulnerabilities. The updation of patches should be carried out within 15

days from the date of announcement of the patch by OEM (in case of High Critical Vulnerabilities) and 30 days (incase of other vulnerabilities) in consultation with composite team of GSDC.

8. The Webportal Developer may strive to use Open Source Software to design Webportal. The use of Open Source Software should be as per the Framework on Open Source Software issued by Govt. of India (https://egovstandards.gov.in/sites/default/files/Published%20Documents/Framework_on_OSS_in_eGov_0.pdf)
9. Searching facility in the Webportal for internal Webportal search as well as advance search option.
10. The selected web developer has to study the requirement in details in consultation with Department and develop the Webportal accordingly after due approval of concern Organization.
11. The selected web developer who use project management tool for smooth compilation of data related to the webportal development and all such correspondence, suggestion, documents, exchanges, achievements of milestones, feedback etc carried out with the help of project management tool.
12. Webportal should be in compliance with :
 - e-Governance Standards of Government of India
 - Technical Standards for Interoperability Framework for eGovernance (IFEG) in India Version 1.0
 - Framework for Mobile governance issued by GOI- Jan 2012
 - e-Governance Policies of GoI and GoG / DIT
 - W3C Standards
 - Guidelines of Indian Government Webportal (GIGW)
 - Other e-Governance standards of Government of India (egovstandards.gov.in)
 - User should be able to operate on various Operating Systems like Windows, UNIX, LINUX, etc.
 - The pages should be printer friendly i.e. all the pages shall be displayed and printed upon demand by user
 - To improve the experience of the Web on mobile devices and other handheld devices like iPad, tablets etc. the Webportal needs to be developed with “One Web” concept. (One Web means making, as far as is reasonable, the same information and services available to users irrespective of the device they are using)

Miscellaneous:

1. Web developer should be responsible to provide detailed web statistics report as and when required to the concerned officials in written or through e-mail after full-fledged Development of Webportal.
2. Web developer should be responsible to provide training as per requirement. (i.e. Soft

copy, Hard Copy, Video Tutorial, Personal etc.)

3. Any additional deliverables not mentioned in the scope of work shall be considered as Change Request and would be charged extra at mutually agreed prices. Such specified deliverables shall be identified and agreed upon by prior written consent of both the parties before execution.
4. The Webportal should be not in violation of any Government of India Guideline for design & development of Webportal.
5. During the development phase, any change in scope of work, or in design and development of modules shall not be construed as change Request order and instead will become part of scope of work accompanying this bid document.

Hosting and Server Maintenance

During operation and maintenance phase, Service Provider's onsite team should coordinate with GSDC to ensure that the Web Portal is functioning as per standard norms. GIDM, GANDHINAGAR will provide all necessary administrative support to the team. If required, GIDM, GANDHINAGAR will take responsibility for arranging any meeting with Gujarat State Data Centre, Gandhinagar.

Bidder is expected to host the Web Portal at their premises during the period of development and security audit, and after that, it has to be transferred to outside of GSDC.

Operational Acceptance

Successful completion of the contract will be gauged through a series of formal acceptance tests performed on all aspects of the system/sub systems:

- Bidder must host the services from its own testing server in development and testing phase.
- In the Go-live phase, Bidder will have to manage and roll out a beta stage where the system will be made available and restricted only to the users in the GIDM through an appropriate mechanism on the web, and conduct user acceptance testing of the System based on test cases developed by the Bidder in consultation with GIDM and validated by GIDM. Based on the test results, required changes will be carried out and tested. Post this, GIDM Web Portal will be officially launched, and operational acceptance will be complete.
- To accept the system, GIDM must be satisfied that all of the work has been completed and delivered to GIDM complete satisfaction and that all aspects of the system perform acceptably. The functional/logical acceptance of the system will only be certified when the proposed system is installed and configured according to the design and that all the detailed procedures of operating them have been carried out by the Bidder in the presence of GIDM team.

Operations and Maintenance Support

The Operation and Maintenance will consist of;

- The Successful bidder shall maintain and support the supplied software (Web Portal) for two years after the successful operational acceptance without any additional cost.
- All change request during contract period without any additional cost

- The Service Provider shall Bug Fixing, Enhancement, Modification and Capacity Building, debug and fix the operational problems, perform error handling while running the Application during O & M at no additional cost.

Debugging & fixing of problems arising in the running web portals

- Tuning and code changes for optimal performance.
- Enhancement/modification in modules as change in business rules.
- Data Validation/correction
- Fix the operational problems
- Perform error handling while running the Web portal.
- Backup data
- Reports
- Training
- The Service Provider shall generate additional reports and modify existing reports as per requirement
- Resolution of errors/bugs (if any), Web Portal updates, changes in the Web Portal that may be necessary due to legal/statutory changes, etc.
- Providing all software updates and patches released by the OEM, update and patch management, resolution of any issues/problems with the software, etc.
- Deploy adequate facilities management personnel to maintain the Web Portal as per the service level requirements
- Periodically update and insert static pages/contents as per GIDM, GANDHINAGAR directives.
- The successful bidder shall provide a dedicated project manager (though not required to be deployed full time) during the period of the contract that should be present for discussions, important meetings and should act as one point contact for GIDM, GANDHINAGAR.
- Resources (need not be onsite) for maintenance of Web portal.

No extra cost shall be remunerated by GIDM, GANDHINAGAR on account of such maintenance activities mentioned herein above.

Training

The successful bidder shall provide the following training;

- Overview of the Web Portal to all the users.
- A detailed technical demonstration to the nodal officer of the GIDM, GANDHINAGAR on Web Portal administration.
- Training to the nodal officer of the GIDM, GANDHINAGAR on the CMS tools.

Copyright

Any software, hardware, data, awards, certificates, patent, etc. shall be the absolute property of GIDM, GANDHINAGAR. The Successful bidder will transfer to the GIDM all Intellectual Property Rights in the Software developed. The bidder shall relinquish to the GIDM source code of the developed Website within Five (5) days from the date of acceptance of the system. The source

code supplied to the GIDM shall at all times be a complete, accurate, and up-to-date copy corresponding exactly to the current production release of the software.

Place of Performance

The Successful bidder should perform a majority of the work at its own facility. The bidder should be required to meet at the GIDM, GANDHINAGAR facility once per week (day and time TBD) for a weekly status meeting. Additionally, all project reviews will be held at the GIDM facility and attended by the bidder. GIDM, GANDHINAGAR shall provide and arrange for meeting spaces within its facility for all required bidder meetings. Once the project reaches the training phase, all training shall be conducted at the GIDM, GANDHINAGAR facility.

WEBPORTAL UPDATION & MAINTENANCE

The major activities covered are as under:

- Regular updation & maintenance based on a request from the GIDM.
- The Web Portal should be updated at least once in 15 days. If the maintenance agency does not get any intimation about the updation from the GIDM, he has to ask the GIDM for the same proactively.
- The Web Portal should be updated in consultation with the concerned authority, which will be informed to you from time to time.

Documentation

The project team should provide the following documentations in hard as well as soft copies:

- Detail Project Plan
- Fortnightly progress reports
- System Requirement Specification (SRS) document containing detailed requirement capture and analysis including functional requirement, Interface Specifications, application security requirements.
- Complete unpublished Source Code with required documentation. Two sets of the User manual (i.e., two hard & soft copies in the English& Gujarati language) for administration and management of the Web Portal.
- Test Plans and Test cases (including Unit Test Plan, System/Integration Test Plan, and User Acceptance Test Plan).
- Test report w.r.t the functionality, Compliance to W3C Standard & WCAG 2.0 level AA.
- Original Security Audit report and Clearance Certificate
- Training Manuals and literature which will include all details pertaining System Administration, CMS Tool, Web Portal Users, Installation, Operations, Maintenance and Security policy and procedure for the Web Portal including Password security, logical access security, operating system security, data classification, and application security and data backups.

Source Code:

The source code (published and unpublished) of the Webportal shall be the sole property of the GIDM, GANDHINAGAR.

Section VI: Forms**1. Form 1 – Bid Proposal Form**

(To be submitted on the Firm/company letterhead)

Date:

To,
Director (e-Governance)
Gujarat Informatics Limited
8th Floor, Block -1, Udyog Bhavan,
Sector - 11, Gandhinagar - 382017
Gujarat, India

Ref: RFP Notification no. _____ **dated** _____

Subject: Submission of proposal in response to the RFP for “SELECTION OF AGENCY FOR DEVELOPMENT AND MAINTENANCE OF WEBPORTAL OF GIDM”.

Dear Sir/Madam,

1. Having examined the RFP document, we, the undersigned, herewith submit our proposal in response to your RFP Notification no. _____ **dated** _____ for **“SELECTION OF AGENCY FOR DEVELOPMENT AND MAINTENANCE OF WEBPORTAL OF GIDM”**, in full conformity with the said RFP document.
2. We have read the provisions of the RFP document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
3. We agree to abide by this Proposal, consisting of this letter, the Qualification Criteria forms and the Technical Proposal form, the duly notarized Board Resolution/ Power of Attorney, and all attachments, for a period of 180 days from the date fixed for submission of Proposals as stipulated in the RFP modification resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
4. If we are entrusted an assignment, we undertake to provide a Bank Guarantee in the form and amount prescribed.
5. We hereby declare that all the information and statements in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
6. We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RFP.
7. We would like to declare that we are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment and we are not under a declaration of ineligibility for corrupt or fraudulent practices.

8. We understand you are not bound to accept any proposal you receive.
9. We hereby declare that our proposal submitted in response to this RFP is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Sincerely,

Dated this (date / month / year)

Authorized Signature [in full and initials]:

Name of Authorized Signatory:

Designation of Authorized Signatory:

Name of Firm/company:

Address:

2. Form 2 – Particulars of the Bidder's organization

Sr. No	Particulars	Details to be furnished	
1.	Details of responding company		
a)	Name		
b)	Address		
c)	Telephone		Fax
d)	Webportal		
2.	Details of Contact Person		
a)	Name		
b)	Designation		
c)	Address		
d)	Telephone no.		
e)	Mobile no.		
f)	Fax no.		
g)	E-mail		
3.	Details of Authorized Signatory (please attach proof)		
a)	Name		
b)	Designation		
c)	Address		
d)	Telephone no.		
e)	Mobile no.		
f)	Fax no.		
g)	E-mail		

4.	Information about responding company (please attach proof)		
a)	Status of company (Public Ltd. / Pvt. Ltd etc)		
b)	No. of years of operation in India		
c)	Details of Registration	Date	
d)	Details of Quality Certifications		
e)	Locations and addresses of offices		

3. Form 3 – Bid Processing Fees & Earnest Money Deposit Details

Sr. No.	Item	Amount (In Rs.)	Name of the Bank & Branch	Demand Draft No.
1	Bid Processing Fees			
2	Earnest Money Deposit (E.M.D.)			

4. Form 4 – Financial strength of the bidder

Financial Year	Turnover (Rs. In Cr)	Audited Accounts uploaded (Yes/No)
2014-15		
2015-16		
2016-17		

Note: Please fill this form and upload the Audited Annual Accounts / Balance Sheet along with Profit and Loss Account for the last three financial years.

5. Form 5 – Details of completed / ongoing website Development projects (Excluding Hardware procurement cost & third party Software license procurements) each of value more than 10 lacs in the last three years. (2014-15, 2015-16, 2016-17)

Sr. No.	Name of Department (with address Contact persons and numbers)	Brief Description of projects	Responsibility or role of the bidder in the project	Order value (Rs)	Completion Date

(Please attach relevant client certificates + work order)

6. Form 6 – Details of completed/ongoing website Development projects in Government domains (Excluding Hardware and Manpower projects) each of value more than 10 lacs in the last three years (2014-15, 2015-16, 2016-17)

Sr. No.	Name of Department (with address Contact persons and numbers)	Brief Description of projects	Responsibility or role of the bidder in the project	Order value (Rs)	Completion Date

(Please attach relevant client certificates + Work Order)

7. Form 7 – Technical Proposal, Description of the Approach, Methodology and Work Plan for Performing the Assignment

8. Form 8 – Financial Bid

Sr. No	Description	Total Amount (inclusive taxes) (Rs.)
1	Cost of Designing, Development, Deployment and Go- Live of Webportal of Gujarat Institute of Disaster Management (GIDM), Gandhinagar.	
2	Operational and Maintenance support for period of two years after Go-Live – Annexure-A	
Grand Total (1 + 2) (Rs.)		

Note:

- The charges mentioned above shall be inclusive of all the expenses.
- No extra charge will be paid to the Firm/Company apart from the prices quoted above.
- The cost of the above parts should be matched with the breakup of each component mentioned in Annexures.

Annexure: A

Item	Total Man month Effort	Rate per man-month	Total
A	B	C	D=B*C
1st Year			
2nd Year			
Total			

- Note: example, If 5 person require for 1 Month then for one year 12*5=60 persons require for one year.

9. **Form 9 – 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 Gujarat Informatics Ltd. ,Gandhinagar for and on behalf of the OWNER/PURCHASER and the same having been accepted by the SELLER resulting into CONTRACT for supplies of materials/equipment's 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 _____ 2017

Signed and delivered by

For & on Behalf of
Name of the Bank & Branch &
Its official Address

List of approved Banks:

All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2015/508/DMO dated 27.04.2016, 14.06.2016 and EMD/10/2016/328/DMO dated 01.05.2017 issued by Finance Department or further instruction issued by Finance department time to time.

10. Form 10- Format of Earnest Money Deposit in the form of Bank Guarantee

Ref:

Bank Guarantee No.

Date:

To,
 Director (e-governance)
 Gujarat Informatics Limited
 8th Floor, Block -1, Udyog Bhavan,
 Sector - 11, Gandhinagar - 382017
 Gujarat, India

Whereas ----- (here in after called "the Bidder")
 has submitted its bid dated ----- in response to the Tender no: XXXX for
**"SELECTION OF AGENCY FOR DEVELOPMENT AND MAINTENANCE OF WEBPORTAL
 OF GIDM"** 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 -----
 -----2017.

THE CONDITIONS of this obligation are:

The E.M.D. may be forfeited:

If a Bidder withdraws its bid during the period of bid validity does not accept the
 correction of errors made in the tender document;

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.

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 9 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 the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this 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 not withstanding any security or other guarantee that the OWNER/PURCHASER may have in relation to the SELLER's liabilities.

Dated at _____ on this _____ day of _____ 2017.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &
Its official Address

List of approved Banks:

All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2015/508/DMO dated 27.04.2016, 14.06.2016 and G .R. no. EMD/10/2016/328/DMO dated 01.05.2017 issued by Finance Department or further instruction issued by Finance department time to time.

**11. Form 11 - FORMAT OF AFFIDAVIT
(TO BE SUBMITTED PHYSICALLY)**

(To be submitted IN ORIGINAL on Non-Judicial Stamp Paper of Rs 100/- duly attested by First Class Magistrate/ Notary public)

I/We, _____, age _____ years residing at _____ in
capacity of _____ M/s.
_____ hereby solemnly affirm that

- 1) All General Instructions, General Terms and Conditions, as well as Special Terms & Conditions laid down on all the pages of the Tender Form, have been read carefully and understood properly by me which are completely acceptable to me and I agree to abide by the same.
- 2) I / We have submitted following Certificates / Documents for T.E. as required as per General Terms & Conditions as well as Special Terms & Conditions of the tender

Sr. No.	Name of the Document
1	
2	

- 3) All the Certificates / Permissions / Documents / Permits / Affidavits are valid and current as on date and have not been withdrawn / cancelled by the issuing authority.
- 4) It is clearly and distinctly understood by me that the tender is liable to be rejected if on scrutiny at any time, any of the required Certificates / Permissions / Documents / Permits / Affidavits is / are found to be invalid / wrong / incorrect / misleading / fabricated / expired or having any defect.
- 5) I / We further undertake to produce on demand the original Certificate / Permission / Documents / Permits for verification at any stage during the processing of the tender as well as at any time asked to produce.
- 6) I / We also understand that failure to produce the documents in "Prescribed Proforma" (wherever applicable) as well as failure to give requisite information in the prescribed Proforma may result in to rejection of the tender.
- 7) My / Our firm has not been banned / debarred / black listed at least for three years (excluding the current financial year) by any Government Department / State Government / Government of India / Board / Corporation / Government Financial Institution in context to purchase procedure through tender.
- 8) I / We confirm that I / We have meticulously filled in, checked and verified the enclosed documents / certificates / permissions / permits / affidavits / information etc. from every aspect and the same are enclosed in order (i.e. in chronology) in which they are supposed to be enclosed. Page numbers are given on each submitted document. Important information in each document is "highlighted" with the help of "marker pen" as required.

- 9) The above certificates / documents are enclosed separately and not on the Proforma printed from tender document.
- 10) I / We say and submit that the Permanent Account Number (PAN) given by the Income Tax Department is _____, which is issued on the name of _____ [Kindly mention here either name of the Proprietor (in case of Proprietor Firm) or name of the tendering firm;1, whichever is applicable].
- 11) I / We understand that giving wrong information on oath amounts to forgery and perjury, and I/We am/are aware of the consequences thereof, 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, this office reserves the right to take legal action on me/us.
- 12) I / We have physically signed & stamped all the above documents along with copy of tender documents (page no. ---- to --).
- 13) I / We hereby confirm that all our quoted items meet or exceed the requirement and are absolutely compliment with specification mentioned in the bid document.
- 14) My / Our Company has not filed any Writ Petition, Court matter and there is no court matter filed by State Government and its Board Corporation, is pending against our company .
- 15) I / We hereby commit that we have paid all outstanding amounts of dues / taxes / cess / charges / fees with interest and penalty.
- 16) 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 Tender Committee for disqualification will be accepted by us.

Whatever stated above is true and correct to the best of my knowledge and belief.

Date:

Stamp & Sign of the Tenderer

Place:

(Signature and seal of the Notary)