

**Gujarat State Handloom & Handicrafts Development Corporation Ltd  
(Government of Gujarat)**

RFP  
FOR  
SELECTION OF AGENCY  
FOR  
DEVELOPMENT AND MAINTENANCE OF  
MOBILE APPLICATION FOR EXISTING E-STORE  
PORTAL OF GSHHDCL

June, 2017

**Tender No.:- SW28062017136**

**Bid Processing Fees: Rs. 1,500/-  
Bid Security/EMD: Rs. 50,000/-**



**Gujarat Informatics Ltd  
Block no. 1, 8<sup>th</sup> floor, Udyog Bhavan,  
Sector-11, Gandhianagar-382010, Gujarat  
Ph No. 23259237, Fax: 23238925.  
[www.gil.gujarat.gov.in](http://www.gil.gujarat.gov.in)**

**Last date of receipt of pre-bid queries: 03/07/2017 upto 1500 hrs  
Date of Pre-Bid Meeting: 07/07/2017 at 1500 hrs  
Last date of Submission of Bid: 20/07/2017 upto 1500 hrs  
Opening of Technical Bid: 20/07/2017 at 1600 hrs**

## Abbreviations

- **GoG:** Government of Gujarat
- **GSHHDCL:** Gujarat State Handloom & Handicrafts Development Corporation Ltd
- **GIL:** Gujarat Informatics Limited
- **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 MOBILE APPLICATION FOR e-STORE PORTAL OF GSHHDCL**

1. Request for Proposal for Selection of Service Provider for Analysis, Design, Development, Testing, Implementation and Maintenance and integration of Mobile Application of e-store portal of GSHHDCL of three years of support & maintenance including update/upgrade.
2. The project will mainly include the Design, Development, implementation and integration of mobile applications for Windows, iOS & Android platforms and its backend integration with the e-store portal of GSHHDCL. The mobile application will have to be developed in parallel and to be securely and efficiently integrated with the existing backend systems.
3. The purpose of this Request for Proposal (RFP) is to develop and implement mobile application which serves as one stop shop for buying of local handicraft and handloom products of Gujarat.
4. 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.
5. 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 Mobile application of e-Store portal for GSHHDCL.
6. 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 Mobile application of e-Store portal for GSHHDCL.
7. Important Information (Fact Sheet)

Sr. No.	Information	Details
1.	Date of Issue of Tender Document	28/06/2017
2.	Last date for submission of written queries for clarifications only by e-mail.	<b>03/07/2017 upto 1500 hrs</b> e-mail ID: <a href="mailto:krunals@gujarat.gov.in">krunals@gujarat.gov.in</a>
3.	Place, date and time for Pre bid conference	<b>07/07/2017 at 1500 hrs</b> Conference Room, Gujarat Informatics Ltd. Block No. 1, 8 <sup>th</sup> Floor, Udyog Bhavan, Gandhinagar
4.	Last date and time for submission of Bid security/EMD, Bid Processing fees & Affidavit (as per the prescribed format given at Form 12) in GIL physically.	<b>20/07/2017 upto 1500 hrs</b>
5.	Last date and time for submission of proposals (Technical and commercial) (Online)	<b>20/07/2017 upto 1500 hrs</b>

6.	Place, date and time for opening of technical proposals	<b>20/07/2017 at 1600 hrs</b> Conference Room, Gujarat Informatics Ltd. Block No. 1, 8th Floor, Udyog Bhavan, Gandhinagar
7.	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
8.	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.
9.	Bid validity	180 days, From date of financial bid opening

8. All bids must be submitted online on <https://gil.nprocure.com> website.
9. Interested companies may download the RFP document from the website [www.gil.gujarat.gov.in](http://www.gil.gujarat.gov.in) & <https://gil.nprocure.com>
10. 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.
11. Bidders shall submit **Bid security/EMD** of Rs. 50,000/- (Fifty thousand 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 8)** and must be submitted along with the covering letter.
12. 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 7<sup>th</sup> December, 2016 of Industries and Mines Department. **(as per prescribed format given at Form 12)**
13. 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 Mobile Application for existing e-store portal of GSHHDCL"**
14. This RFP document is not transferable.
15. 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.

16. 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.
17. 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. Opening of Financial bids of all qualified bidders
18. Minimum absolute technical score to qualify for commercial evaluation is 60.
19. The bidder achieving the highest combined technical and financial score will be invited for negotiations and awarded contract.
20. 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 GSHHDCL/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 GSHHDCL/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 GSHHDCL/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. "GSHHDCL" means Gujarat State Handloom and Handicraft Development Corporation Limited, Gandhinagar.
12. "GIL" means Gujarat Informatics Limited, Block No.1, 8<sup>th</sup> Floor, Udyog Bhavan, Gandhinagar – 382 017, Gujarat.
13. "Services" means the work to be performed by the SP pursuant to the selection by GSHHDCL/GIL and to the contract to be signed by the parties in pursuance of any specific assignment awarded to them by GSHHDCL/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. 50 Lacs for each of the last three financial years or cumulative of Rs. 1.5 crores in last three years (2013-14, 2014-15, 2015-16 as on 31st	Audited Financial Balance sheet and Profit & Loss statement of last three years as on 31-03-2016 CA Certificate from the

	2016 from Software/IT product Development and Software Support service activities. It should not include Hardware & Third party software license procurement projects.	Statutory auditor. The provisional balance sheet for year 2015-16 will be accepted in case of not audited.
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 2 projects of Mobile Applications Development (Excluding Hardware & third party Software license procurements) of value more than 5 lacs in the last three years.	Completion Certificates from the client + Work Order
5.	The Bidder must have standard quality certification like CMM (level 3 or above) or appropriate ISO 9001:2008	Copy of Certificate Should attached
6.	<b>Blacklisting:</b> 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.	<b>Consortium/ Sub-contracting:</b> No Consortium/ Sub-contracting allowed	-

All supporting documents are to be uploaded in our e-Tendering website <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 website 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 not withstanding 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 website <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 GSHHDCL 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 GSHHDCL shall provide/procure the necessary licensed software as mentioned above, at the time of implementation.
- 4.4.3 GSHHDCL 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 GSHHDCL. 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 GSHHDCL 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. 50,000/-** (Fifty thousand 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 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 for the tender for **SELECTION OF AGENCY FOR DEVELOPMENT AND MAINTENANCE OF MOBILE APPLICATION FOR EXISTING e-STORE PORTAL OF GSHHDCL**".
- 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 7<sup>th</sup> December, 2016 of IMD. **(as per prescribed format given at Form 12 )**
- 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. GSHHDCL/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 website <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 website <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, 8<sup>th</sup> 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 Technical and Commercial evaluation**

- 1.1 GSHHDCL/GIL will form an evaluation Committee or it may be done by IT Committee which will evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, GSHHDCL/GIL, may, at its discretion, ask the bidders for clarification of their Technical Proposals.
- 1.2 The bidders are expected to provide all the required supporting documents & compliances as mentioned in this RFP. Any deviation from the same will lead to the disqualification.
- 1.3 During the technical evaluation, GSHHDCL/GIL may seek the clarification in writing from the bidder, if required. If bidder fails to submit the required clarifications in due time, the technical evaluation will be done based on the information submitted in the technical bid. The price bid will be opened of the bidders whose technical bids are fully complied and who have scored 60% in technical evaluation. At any point of time, if GSHHDCL/GIL feels that the bidder is hiding any information which will affect the project cost in short or long run, GSHHDCL/GIL may reject his bid without assigning any reason or explanation.
- 1.4 Financial bids of only those bidders who qualify on the basis of evaluation of technical bids will be opened. Only without tax values will be considered for financial evaluation.

**1.5 Technical Evaluation Criteria:**

Sr. No	Particulars	Points System	Max Marks
1	No. of years since the bidder is engaged in similar IT projects/solutions business, (as on 31.03.2016)	3 to <5 years = 07 Marks 5 to <7 years =10 Marks >=7 years = 14 Marks	14
2	Quality Certifications	Only ISO 9001:2008 = 8 Marks  ISO 9001:2008 and CMMI level 3 = 8 Marks  Maximum 10 marks for two certificates	16
3	Average Turnover of company for last 3 years as on 31 <sup>st</sup> March 2016 (i.e. FY 2013-14, 2014-15 and 2015-16)	50 Lacs to < 1 cr = 10 Marks 1 cr to < 2 cr =15 Marks >=2 cr = 20 Marks	20
4	No. of Projects for Development of Mobile Application and Integration of Web Portal in Private Sector in last 3 years each of value more than 5 lakh (i.e. FY 2013-14, 2014-15 and 2015-16).	2 -4 projects = 17 Marks 5 -6 projects = 21 Marks >6 projects = 25 Marks	25
5	No. of projects for Development of Mobile Application and Integration of Web Portal in Government / PSU in last 3 years each of value of more than 5 lacs (i.e. FY 2013-14, 2014-15 and 2015-16)	1 projects = 18 Marks > 1 projects = 25 Marks	25
<b>Total</b>			<b>100 Marks</b>
<b>Cut Off Marks</b>			<b>60 Marks</b>

**Note: Minimum 60 marks out of 100 required to qualify for the financial bid Opening.**

**1.6 Financial Bid evaluation:**

The Commercial bid of those bidders who qualify in the technical evaluation will only be opened. All other Commercial bids will not be opened. The



Commercial bids of the technically qualified bidders will be evaluated and ranked in increasing order of financial quotations, i.e. the L1 bidder will be given the highest rank followed by all other bidders in increasing order.

**Note:** Agency with lowest financial score (L1 Bidder) will be invited for negotiations.

**18 Contacting GIL/GSHHDCL**

- 18.1 Subject to ITB Clause 21, no Bidder shall contact GIL/GSHHDCL 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/GSHHDCL, he should do so in writing. GIL/GSHHDCL 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 GSHHDCL will award the contract to the successful bidder decided as per the evaluation procedure mentioned above.
- 20.2 GSHHDCL 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 GSHHDCL/GIL's Right to Accept Any Bid and to reject any or All Bids**

- 21.1 GSHHDCL/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 GSHHDCL 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 GSHHDCL notifies the successful Bidder that its bid has been accepted, GSHHDCL 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 GSHHDCL.

**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 and dated 14.06.2016 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 three years then the period of PBG should also be extended.
- 24.5 The proceeds of the performance security shall be payable to GSHHDCL 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. GSHHDCL 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 GSHHDCL 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, GSHHDCL 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 GSHHDCL, 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 GSHHDCL of the benefits of the free and open competition;

- 25.4 GSHHDCL 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 GSHHDCL/GIL or black listed by any of the Department of Government of Gujarat in competing for the contract in question.
- 25.5 GSHHDCL 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 GSHHDCL/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 GSHHDCL / GIL.
- 26.3 GSHHDCL/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 GSHHDCL 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 GSHHDCL and other obligations of the service provider covered under the Contract;
- d) "GCC means the General Conditions of Contract contained in this section.
- e) "GSHHDCL" means Office of the Gujarat Energy Development Agency, 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 GSHHDCL.
- 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 GSHHDCL'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 GSHHDCL'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 GSHHDCL and shall be returned (in all copies) to GSHHDCL on completion of the service provider's performance under the Contract if so required by GSHHDCL.
- 5.4 The service provider shall permit GSHHDCL 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 GSHHDCL, if so required by GSHHDCL.

## 6 Patent Rights, Copy Right

- 6.1 The Service Provider shall indemnify GSHHDCL/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 GSHHDCL as part of project, then the copyright/IPR of that solution will be with the GSHHDCL/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 In addition to inspection & testing, GSHHDCL may take help of GIL as a consultant for selecting security auditor from CERT-in Empanelled security auditor of GOI. The payment will be made by GSHHDCL. The selected bidder is responsible to solve the vulnerabilities found by security auditors during the security audit without any additional cost.

## 8 Change Request Orders

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

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- 8.2 GSHHDCL 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 GSHHDCL;
  - 9.2.2 The place of delivery; and/or the Services to be provided by the SP.
- 9.3 Training of personnel of the GSHHDCL 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 GSHHDCL'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 GSHHDCL in the Notification of Award.
  - 10.2 Upon deployment of the solution / completion of the assigned work under the service, service provider shall notify GSHHDCL accordingly.
- 11 Deployment of Software**
- 11.1 Service provider must deploy the solution at the places specified by GSHHDCL 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 GSHHDCL'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 GSHHDCL 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 GSHHDCL 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, GSHHDCL 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 GSHHDCL, shall be at no extra cost to GSHHDCL.
- 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 GSHHDCL 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 GSHHDCL; 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 GSHHDCL 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 Purchase 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 GSHHDCL in writing within 10 days of such conditions and the cause thereof. Unless otherwise directed by GSHHDCL 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 GSHHDCL 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 GSHHDCL.

## **20 Termination for Convenience**

- 20.1 GSHHDCL 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 GSHHDCL'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 GSHHDCL at the Contract terms and prices. For the remaining services, GSHHDCL 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 GSHHDCL'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 GSHHDCL's staff, act within its own authority and abide by directives issued by GSHHDCL.

23.2 The service provider will abide by the job safety measures prevalent in India and will free GSHHDCL 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 GSHHDCL 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 GSHHDCL, 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 GSHHDCL.

## **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 GSHHDCL, the service provider shall act expeditiously to extinguish such claim. If the service provider fails to comply and GSHHDCL 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. GSHHDCL will give notice to the service provider of such claim, if it is made, without delay.

## 25 Site Preparation and Installation

25.1 GSHHDCL is solely responsible for the preparation of the sites in compliance with the technical and environmental specification defined by the service provider. GSHHDCL 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 GSHHDCL 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 GSHHDCL.

## 26 Proposed timelines for Implementation from the date of issuance of work order (4 months)

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

Sr. No.	Activities	Timelines (in weeks) : *T	Deliverables
1	Submission of Technical Documents	T + 6 Weeks	Submission of Design and Layout of UI (Multiple Options (5-6) )
2	Mobile application design, Development, Integration with e-store portal and payment gateway & UAT	T + 10 Weeks	UAT Report
3	Operation & Maintenance	3 Years	On call support and free of cost support for bug fixing for the application developed

**Note: \*T = Date of Issue of Work Order**

## 27 Validity of Contract

The Contract would be for period of 4 months Design & Development and subsequent 3 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**

Sl. No.	Activity	Payment (%)
<b>1</b>	<b>Application Development</b>	
	Submission of Design and Layout of UI (Multiple Options (5-6) )	20% payment will be released
	Mobile application development, Integration with e-store portal and payment gateway, Security audit clearance certificate & UAT.	30% payment will be released
	Technical Documentation & Knowledge Transfer	20% payment will be released
<b>2</b>	After project go-live	30% payment will be released
<b>3</b>	Operational and Maintenance support for period of 3 years for application development	Equally in each quarter, Payment will be divided into 12 Quarterly installments as Successful bidder quoted in <b>Annexure B</b>

**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 GSHHDCL.

**31 Resolution of Disputes**

31.1 In this regard GSHHDCL doesn't go for any arbitration on dispute and GSHHDCL'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 GSHHDCL. However, VAT/Service Tax in respect of the transaction between GSHHDCL 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.

**37 Subcontract/Outsource**

As per the provision in Electronics & IT/ITeS Start-up Policy Resolution No. ITS/10/2015/5284/IT dated 6<sup>th</sup> June, 2016 issued by Department of Science & Technology; in e-Governance project undertaken by Government Departments or its Boards, Corporations or parastatal bodies getting grants from the Government, the chosen solution provider or system integrator will pass on job work or will outsource part of the work of a value ranging between 5% to 10% of the contract value to the eligible start-ups and to students of shortlisted Technical Colleges in Gujarat. In such arrangements, the responsibility of meeting SLAs (Service Level Agreements) will continue to belong to the solution provider or the system integrator.

## **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 GSHHDCL for the duration of the contract for providing Applications, Training, Operation and Maintenance support against the stated scope of work. GSHHDCL/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 GSHHDCL 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 GSHHDCL and users and excludes the scheduled outages planned in advance for the GSHHDCL central IT infrastructure.
- "Incident" refers to any event / abnormalities in the functioning of GSHHDCL specified services that may lead to disruption in normal operations of GSHHDCL 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 GSHHDCL 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 GSHHDCL 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 GSHHDCL. If delay exceeds maximum delay weeks at the particular milestone, GSHHDCL 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**

### **Context**

Gujarat State Handloom & Handicrafts Development Corporation Ltd. (GSHHDCL) an undertaking of the Govt. of Gujarat is working towards identification, revival, development of handicrafts and handlooms of Gujarat. With this aim the corporation promotes and sells various products of different craft forms and artisans through its flagship e-store <http://www.garvigurjari.in/>.

In order to increase wider section of the audience and to make its e-store more discoverable the corporation now wants to design, develop mobile applications of the e-store on different mobile platforms. The e-store mobile app will be an extension on the existing backend of e-store that powers the web portal and API's will be created and integrated to serve the same process flow on mobile app as web portal. It will serve as one stop shop for buying of local handicraft and handloom products of Gujarat. This approach will have the following impact

- Added convenience and flexibility for potential buyers
- Increase the reach and depth of audience engagement through mobile devices than would be possible using traditional platforms only
- Potential increase in sales since more people will discover and install the applications

SP proposes to design, develop and launch mobile app for Gurjari E-store on leading mobile platforms enabling them to achieve above mentioned objectives.

## **Design, Development, Integration & Implementation of Unified Mobile Application**

### **Application Platforms**

The mobile app will be developed on the following platforms for mobiles only.

- iOS (Apple)
- Android (Google)
- Windows

In order to develop and launch/publish the unified Mobile Apps, the selected bidder is required to perform the activities mentioned below, noting that any additional related activities needed for the proper functioning of the system shall be provided by the winning bidder and its cost shall be included in the fixed lump sum price submitted by the bidder:

- Integrate with the e-store portal of GSHHDCL.  
For Service enablement, there will be an integration of API with the e-store Portal and enabling corresponding flow on the enabled channel. The APIs/Web Services shall be hosted on the mobile server which needs to be procured under this RFP. This mobile

server will act as a middleware between mobile app and e-store Portal Web Application. This integration will have to make services available on an end-to-end basis. Basic Technical Specifications of e-store portal are given below:

- Web technology: ASP.NET 4.5
- Web server: 2012, IIS 8.0
- Database Server: MS SQL 2012 enterprise edition
- Integrate with Payment Gateway to process online payments.
- Design, develop, implement, install, test, and publish (install, test, launch) and rollout of the developed mobile application.
- Provide App Design Documentation, App Installation guide, App Administration guide and App user operation document together with detailed functional, non-functional and technical specifications of the proposed solution, use cases and use case diagrams considering the integration with backend systems
- Identify the App Limitations
- Identify Risk if any post App Implementation along with Mitigation Plan
- Mobile Storage Disk space and memory required for the proposed App
- List out the assumptions related to load & infrastructure (such as mobile specifications, internet bandwidth etc.)
- Delivery should be in the form of a published App and will be property of the GSHHDCL, Gujarat
- Performance Testing, Security Testing & Usability Testing certification from recognized authority.
- Capacity Building, Overall Integration, User acceptance testing & Go-Live
- It should be ensured that the Mobile Apps works flawlessly across different platforms.
- Deliver and provide handover for the source code and any additional software components that are developed to fulfill the project requirements.
- Provide technical documentation: requirements, design, architecture, installation, configuration, user manual etc.
- Conduct knowledge transfer sessions to operation team (Web developer of e-store portal) to cover all topics related to developed solution, these shall include but not limited to the following:
  - System Installation, Administration and Configuration
  - Source code
  - System Operation and Troubleshooting
- Design and Development should be coded using open source Technologies/ Tools/framework. It should not use any proprietary Technologies/ Tools/framework.
- Bidders shall provide adequate onsite resources to manage and monitor the implementation and to coordinate with GSHHDCL/GIL & other key Stakeholders.
- Bidder shall integrate all modules which are available on e-store portal (<http://www.garvigurjari.in/>) through API /web services.

### **Technical Specification for the Mobile Application:**



- The mobile applications must be compatible with and accessible on Mobile platforms (iOS, Android & Windows) and devices.
- Design the User Interface and User Experience to ensure that the service is user-friendly.
- Structure overall content to make it screen reader friendly.
- Mobile Application should be scalable.
- Design of consistent visual elements and Mobile Apps architecture that is scalable and expandable.
- Resolution independent Mobile Apps that will automatically expand/compress itself as per the screen resolution.
- Having some way for users to provide feedback on the mobile apps, a quick way to report bugs or errors.
- One time download. No running cost for user.
- Should integrate with payment gateway of GSHHDCL for Online Payments.
- Should provide multilingual support and User interface should be available in English & Gujarati.
- Should have functionalities like:
  - Social Media: Facebook, Twitter, etc.
  - Able to access Phone Camera, Phonebook, GPS, etc.
  - Auto read OTP
- The developed Mobile App should consider the performance measures in terms of memory, CPU consumption.
- The design of Mobile Application should be hybrid, it should be Native for front-end (Framework, CSS, App structure, etc.) and it should use back-end work flow of e-store Portal for transactions purposes.
- The solution architecture should be highly available and in harmony with the existing backend systems.
- The solution should enforce network level security, traffic to be encrypted using secured connectivity.
- For Mobile App, the solution should use authentication mechanism that is integrated with the existing systems' authentication services (e-store Portal). Mobile users must use the same user name and password they currently use for the same Web version (e-store Portal). Also, the solution must be integrated with existing systems user profiles and registration module.
- The Apps should provide an update feature in case of newly published version.

### **Key Features of mobile application**

The mobile application will be developed on the existing backend of e-store only and will be managed from the same backend as the existing e-store website. The mobile app will have the following features:

- Landing Page – The landing page of the mobile app will have the same functionality

as the webpage of e-store. It will display new and featured products along with banner area visuals

- **Category Page** – This page will have all the sub-category listings for the selected category of the e-store
- **Sub-Category Page** – The subcategory page will list all the products within that sub-category. Users can sort the data based on price, latest and alphabetically
- **Product Page** – The product page will feature all the details of the product as entered in the system with option to add to cart. It will also feature images of the product
- **Shopping Cart** – The shopping cart will hold the products that the buyer has selected for purchase and can change/update quantity, apply discount coupon or checkout for payment
- **Checkout Page** – The buyer will be able to checkout from this page by entering billing and shipping details which will take them to payment gateway, once payment is captured successfully the buyer will be acknowledged for the same
- **User Account** – Users will be able to manage different aspects of their account like profile information, billing & shipping information, view order history and status of ordered products etc.
- **Search** – The mobile app will have search functionality which will display results by matching keywords from the products
- **Pages** – Static pages like introduction, legal statements and contact us etc. will also be shown in the mobile app

### **Key Components of mobile application**

The proposed mobile application will have the following key components:-

- Usability:** The mobile app will be accessed by a broad range of buyers hailing from different demographic backgrounds. The mobile app. will have presentation of information and choices in a clear and concise way, a lack of ambiguity and the placement of important items in appropriate areas.
- App Design & Development:** The application will have similar visual aesthetics mirroring the website. This is to ensure that users experience continuity in the way information is accessed from different touch points of the e-store. The application will have modern aesthetics and latest development standards.
- Updates:** The application will have similar content (text and images etc.) as that of the web store. This will ensure that latest information is available for concerned users
- Alerts & Notifications:** The application will take advantage of native platforms and serve regular alerts and notifications about important events like sale, new products added and dispatch details etc.
- Cross Platform Availability:** The potential buyers will have a diverse range of handheld devices making use of different operating system platforms like iOS and

Android etc. The application will be available on a host of devices and operating systems such that maximum user base is covered. It will be available to download from individual application stores like Apple App Store and Google Play Store etc.

- F. **User Settings:** The application will have different user settings like resizing font size, notification preferences, alert preferences and application sharing etc.

## **Stakeholders**

The following are the key stakeholders of the application

- **Buyers:** They are the most important stakeholders of the application. They will be downloading the application via different mobile platforms and buy products offered at the e-store.
- **Admin:** Admin is the key personnel responsible for managing the application. The admin will determine various configurations, settings and updates of the application. He/she will perform daily functions like alerts and notifications etc. Admin will be responsible for smooth running of the application
- **Department:** The department will get know the daily users of the application, which type of products are most purchased, which location has maximum users, which platform downloads are most and other analytical information enabling them to take informed decisions for optimizing the app and market the e-store portal.

## **API (Application Programming Interface) Development & Integration**

Service Provider will develop and integrate different types of API services for the mobile application such that all tasks that user's perform on web portal will be replicated on mobile app as well. The API's will fetch and render data from the e-store backend.

## **Mobile App Publish**

The mobile applications may be published by GSHHDCL on the account of Common App store of Apple & Google which is managed by GIL as per the Circular dated 23.02.2017 issued by DST.

**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 MOBILE APPLICATION FOR EXISTING e-STORE PORTAL OF GSHHDCL”.**

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 MOBILE APPLICATION FOR EXISTING e-STORE PORTAL OF GSHHDCL”, 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**

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

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

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

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



**4. Form 4 – Financial strength of the bidder**

<b>Financial Year</b>	<b>Turnover (Rs. In Cr)</b>	<b>Audited Accounts uploaded (Yes/No)</b>
<b>2013-14</b>		
<b>2014-15</b>		
<b>2015-16</b>		

**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 Mobile Application Development projects (Excluding Hardware procurement cost & third party Software license procurements) each of value more than 5 lacs in the last three years. (2013-14, 2014-15, 2015-16)**

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 – Experience of firm/company for Mobile Application Development Projects.**

### **Profile of firm/company**

[Provide here a brief (two pages) description of the background and profile of your Mobile Application Development business]

### **Experience of the firm/company**

[Use separate sheet for each assignment]

1.	Name of Assignment	
2.	Name of client	
3.	Address	
4.	Approx. value of the contract (in Rupees Lakhs)	
5.	Location of project	
6.	Duration of Assignment/job (months)	
7.	Start date (month/year)	
8.	Completion date (month/year)	
9.	Name of professional staff of your firm/company involved and functions performed	
10.	Name of associated consulting firm/company, if any	
11.	No. of professional staff-months provided by associated consulting firm/company:	
12.	Description of the project	
13.	Services provided for the project	

*\* Please provide Work Order/ Client Letter/ Job Completion Certificate for each of the projects mentioned above. In absence of any of the above documents, please provide a self-attestation by Authorized Signatory that the mentioned projects were undertaken by the Consulting firm/company. In absence of any of the above documents, the project shall not be considered for evaluation*

## **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 (Rs.)
1	Cost of Designing, Development and Deployment and Go- Live of the development and maintenance of mobile application and Integration with e-store Portal of GSHHDCL. <b>Annexure-A</b>	
2	Operational and Maintenance support for period of three years after Go-Live – <b>Annexure-B</b>	
<b>Grand Total (1 + 2) (Rs.)</b>		

**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.
- Taxes are extra as applicable at the time of invoicing

**Annexure –A**

Sl. no.	Item Description Original	Total Man-month Efforts	Rate per man-month	Total amount (Rs.)
		<b>A</b>	<b>B</b>	<b>C= A* B</b>
1.	Design, Development and Coding including integration requirements			
2.	Testing, UAT and Training of overall system			
3.	Commissioning and Go-Live			
<b>Total Amount(Rs.)</b>				

**Annexure: B**

Item	Total Man month Effort	Rate per man-month	Total
<b>A</b>	<b>B</b>	<b>C</b>	<b>D=B*C</b>
<b>1<sup>st</sup> Year</b>			
<b>2<sup>nd</sup> Year</b>			
<b>3<sup>rd</sup> Year</b>			
<b>Total</b>			

- Note: example, If 5 person require for 1 Month then for one year 12\*5=60 persons require for one year.
- Note: The cost of Annexure-B should cover the O & M of Mobile app framework and N. nos. of services developed and deployed by bidder during development and O & M phase.

### 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 and dated 14.06.2016 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 MOBILE  
 APPLICATION FOR e-STORE PORTAL OF GSHHDCL"** 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 and dated 14.06.2016 issued by Finance Department or further instruction issued by Finance department time to time.**



**11. Form - 11 Self-Declaration**

The

-----,  
-----

Sir/Madam,

Having examined the Bidding Documents including Bid No.: ----- the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide services for -----.

We undertake, if our bid is accepted, to provide \_\_\_\_\_, in accordance with the terms and conditions in the tender document.

If our bid is accepted we will obtain the guarantee of a bank for a sum equivalent to 10% of the Contract value, in the form prescribed by the purchaser.

We agree to abide by this bid for a period of 180 days after the date fixed for opening of Price Bid section under the Instruction to Bidders and shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

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

We understand that you are not bound to accept the lowest or any bid you may receive.

We have not been under a declaration of ineligibility for corrupt and fraudulent practices, and / or black-listed or debarred by any of the Govt. Department or its PSU in the past 5 years, ending on 31<sup>st</sup> December 2016 in Gujarat. We have not imposed any condition in conflict with the tender condition if it is found it should be treated as withdrawn.

We have not been convicted for any criminal cases(s) by any of the Govt. Department or its PSU in Gujarat regarding any supply and contracts with our firm/company.

We have not breached/violated any contractual conditions so far to any of the Govt. Department or its PSU.

In case any of the above statements made by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD and / or PBG and / or cancel the award of contract

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017

Signature: \_\_\_\_\_

(In the Capacity of): \_\_\_\_\_

Duly authorized to sign bid for and on behalf of

Note: This form should be signed by authorized signatory of bidder/ lead bidder in case of consortium.

**12. Form 12 - 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)