

**Commissionerate of Transport
(Government of Gujarat)**

**TENDER DOCUMENT
FOR
SELECTION OF SERVICE PROVIDER
FOR
DEVELOPMENT AND MAINTENANCE OF
MANAGEMENT INFORMATION SYSTEM (MIS)**

**Bid Processing Fee: Rs. 1,500/- (Non Refundable)
Earnest Money Deposit: Rs. 5,000/- (Refundable)**

**(August, 2017)
Tender No: SW22082017145**



**Gujarat Informatics Ltd
Block No. 1, 8th floor, Udyog Bhavan,
Sector-11, Gandhinagar-382017, Gujarat
Ph No. 23259240, Fax: 23238925.
www.gil.gujarat.gov.in**

**Date of Pre-Bid Meeting: 28th August, 2017 at 1200 hrs
Last date of Submission of Bid: 8th September, 2017 up to 1500 hrs
Opening of Technical Bid: 8th September, 2017 at 1600 hrs**

Abbreviations

- **GoG:** Government of Gujarat
- **CoT:** Commissionerate of Transport
- **GIL:** Gujarat Informatics Limited
- **MIS:** Management Information System
- **SP:** Service Provider
- **CMMi :** Capability Maturity Model Integration
- **SLA:** Service Level Agreement
- **OEM:** Original Equipment Manufacturer
- **IPR:** Intellectual Property Rights
- **SDC:** State Data Center
- **BG:** Bank Guarantee

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SECTION I: INVITATION FOR BIDS (IFB)

COMPETITIVE BIDDING FOR SELECTION OF SERVICES PROVIDER FOR DEVELOPMENT & MAINTENANCE OF MANAGEMENT INFORMATION SYSTEM (MIS) FOR COMMISSIONERATE OF TRANSPORT

1. Gujarat Informatics Limited invites **physical bids** for Selection of Service Provider for System Analysis, design, development, testing, implementation and 5 years maintenance of complete web and mobile application for Commissionerate of Transport, Govt. of Gujarat.
2. 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.
3. 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 Web and Mobile based MIS Application.
4. 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 Web Application.

Sr. No.	Information	Details
1.	Submission of written queries for clarifications only by e-mail as predefined format 2.1 before pre-bid meeting	e-mail ID: viveku@gujarat.gov.in smitag@gujarat.gov.in
2.	Place, date and time for Pre bid conference	28th August, 2017 at 1200 hrs Conference Room, Gujarat Informatics Limited Block No. 1, 8 th Floor, Ughyog Bhavan Gandhinagar
3.	Last date and time for submission of Bid security/EMD, Bid Processing fees, Affidavit (as per prescribed format given at Form 12) in GIL physically	8th September, 2017 up to 1500 hrs
4.	Last date and time for submission of proposals (Technical and commercial) (physical in Separate envelop)	8th September, 2017 up to 1500 hrs
5.	Place, date and time for opening of technical proposals	8th September, 2017 at 1600 hrs Conference Room, Gujarat Informatics Ltd. Block No. 1, 8 th Floor, Udyog Bhavan, Gandhinagar
6.	Contact person for queries	Director (e-Governance), Gujarat Informatics Limited
7.	Address for communication	Director (e-Governance), Gujarat Informatics Ltd. Block No. 1, 8 th Floor, Udyog Bhavan, Gandhinagar
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

5. **All bids must be submitted physically at GIL on address mentioned above.**
6. 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.
7. Bidders shall submit **Bid security/EMD** of Rs. 5,000/- 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** and must be submitted along with the covering letter.
8. Bidders shall submit the affidavit physically at GIL IN ORIGINAL on Non-Judicial Stamp Paper of Rs 100/- duly attested by First Class Magistrate/ Notary public as per GR No. SPO-10-2008-794-CH dated 7th December, 2016 of IMD. (as per prescribed format given in RFP)
9. **The sealed cover should super scribe as follow:**
 - a. Bid Processing fees & Bid Security/EMD for the tender for "Development & Maintenance of Management Information System (MIS) For Commissionerate of Transport."
 - b. Eligibility and Technical Bid documents "Development & Maintenance of Management Information System (MIS) For Commissionerate of Transport."
 - c. Financial Bid "Development & Maintenance of Management Information System (MIS) For Commissionerate of Transport."
10. Technical Bids will be opened in the presence of Bidders or their representatives who choose to attend on the specified date and time.
11. 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.
12. Financial bids of only those bidders who are eligible and qualify on the basis of evaluation of technical bids will be opened.
13. 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 CoT/GIL for selection of consulting firm/company.
3. "Competent Authority" means the Managing Director, Gujarat Informatics Limited, Gandhinagar/Commissioner, Commissionerate of Transport , Govt. of Gujarat
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 COT/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 COT/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. "COT" means Commissionerate of Transport, Block 6, 2nd Floor, Old Sachivalaya, Gandhinagar.
12. "GIL" means Gujarat Informatics Limited, Block No.1, 8th Floor, Udyog Bhavan, Gandhinagar – 382 017, Gujarat.
13. "Services" means the work to be performed by the SP pursuant to the selection by COT/GIL and to the contract to be signed by the parties in pursuance of any specific assignment awarded to them by COT/GIL.
14. The "Bid Document" and "Tender Document" are the same

2 Eligibility Criteria

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

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.	Bidder should have at least 3 years' experience in similar IT Projects/Solutions as on March 2016.	Copy of Certificate should attached
3.	The bidder must have turnover of at least Rs. 5 Lacs for each of the last three financial years or cumulative of Rs. 15 Lacs in last three years (2014-15, 2015-16 and 2016-17) from Software/IT product Development and Software Support service activities. It should not include Hardware & Third party software license procurement projects.	Audited Financial Balance sheet and Profit & Loss statement of last three years/ CA Certificate from the statutory auditor.
4.	Bidder should have experience of implementing at least 3 projects of dynamic Web Application (Excluding Hardware and Manpower) of value	Completion Certificates from the client + Work Order

	more than 1 lacs in the last three years.	
5.	Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Gujarat and / or black-listed by Gujarat Government departments.	Self-Declaration as attached format Form 11
6.	The Bidder has to submit the affidavit physically at GIL IN ORIGINAL on Non-Judicial Stamp Paper of Rs 100/- duly attested by First Class Magistrate/ Notary public as per GR No. SPO-10-2008-794-CH dated 7th December, 2016 of IMD.	format of Affidavit is attached at Form 12
7.	Bidder should not have violated / infringement of any Indian or foreign trademark, patent, registered design or other intellectual property rights.	Certificate / affidavit regarding non-violation / infringement of any Indian or foreign trademark, patent, registered design or other intellectual property rights.
8.	The bidder must have one office in Gujarat. In case, bidders do not have office in Gujarat, bidder should give undertaking to open office in Gujarat within 45 days from the date of work order.	Please attach the copy of any of the following: Property tax bill/Electricity Bill/Telephone Bill/VAT/CST Registration /Lease agreement. Or Self declaration.
9.	No Consortium will be allowed.	-

All supporting documents are to be submitted along with bid documents physically at GIL in sealed cover with page no.

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

4 Contents of Bidding Documents

4.1 The bid must be submitted physically in following three sealed envelope:

- 4.1.1 Envelop for the Bid Processing Fee and Bid Security/EMD
- 4.1.2 Envelop for the Eligibility and Technical Bid documents
- 4.1.3 Envelop for Financial Bid

4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents uploaded on www.gil.gujarat.gov.in. 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.

5 Pre-Bid Conference/Clarification of Bidding Documents

5.1 A prospective Bidder requiring any clarification of the bidding documents may seek clarifications of his/her queries submitted on the date indicated under section I of this document. GIL/COT will respond to any request for the clarification of any bidding documents, which receives before date mentioned for submission of queries.

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.			
4.			

5.2 The Responses of the pre bid queries will be upload on <http://gil.gujarat.gov.in>

6 Amendment of Bidding Documents

6.1 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..

6.2 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

7 Language of Bid

7.1 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.

8 Documents Comprising the Bid

8.1 The Technical Bid and Financial Bid must be submitted physically at Gujarat Informatics with seal and sign at every page.

8.2 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

9 Bid Form

9.1 The Bidder shall complete the Technical Bid and a Financial Bid furnished with this document giving details as per the format mentioned in tender document.

10 Bid Prices

10.1 The Bidder shall indicate the prices in the format mentioned in Financial Bid.

10.2 Following points need to be considered while indicating prices:

10.2.1 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

10.2.2 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;

10.2.3 Invoicing shall be from Gujarat only.

10.3 The Bidder's separation of the price components in accordance with the ITB Clause 7.2 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.

10.4 Sharing of responsibility (between COT and the bidder) of procurement of various types of software shall be as under:

10.4.1 The prices quoted shall be inclusive of the cost of operating and the licensed software required for actual running of applications developed (i.e. Operating system, database, and system software etc.).

10.4.2 COT shall provide/procure the necessary compute power for hosting of application at the time of implementation.

10.4.3 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.

10.4.4 The full IPR for the entire software will rest with the COT except OS and Database. 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, details of coding etc. to the COT before release of final payment on completion of training and implementation of solution.

11 Bid Currency

11.1 Prices shall be quoted in Indian Rupees only.

12 Bid Security/Earnest Money Deposit

12.1 Bid security/ Earnest Money Deposit Rs. 5,000/- (Rupees Five thousand 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 in RFP) and must be submitted along with the covering letter.

12.2 Proposals not accompanied by EMD shall be rejected as non-responsive.

12.3 The successful bidder's bid security will be discharged from GIL only after the signing of the contract and submission of performance security.

12.4 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.

12.5 The EARNEST MONEY DEPOSIT shall be forfeited:

12.5.1 If a Bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Bid Form;

12.5.2 Or in case of a successful Bidder, if the Bidder fails to sign the Contract; or to furnish the performance security.

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

13 Period of Validity Bids

13.1 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.

13.2 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. The Bid security period provided under ITB Clause shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be permitted to modify its bid.

13.3 Bid evaluation will be based on the bid prices and technical bid without taking into consideration the above corrections.

14 Format and Signing of Bid

- 14.1 The Bidders have to submit the bid physically at GIL. All supporting documents submitted should have sign and seal of the bidder.
- 14.2 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

15 Sealing and Marking of Bids

- 15.1 All bids must be submitted physically in sealed cover.
- 15.2 Telex, cable, e-mailed or facsimile bids will be rejected.

16 Deadline for Submission of Bids

- 16.1 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.
- 16.2 GIL may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with ITB Clause 6, 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.

17 Late Bids

- 17.1 Late bids will not be accepted.

18 Modification and Withdrawal of Bids

- 18.1 The Bidder may modify or withdraw his bid before the last date of submission of bids.
- 18.2 No bid may be modified subsequent to the deadline for submission of bids.
- 18.3 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 12.

D. BID OPENING AND EVALUATION OF BIDS

19 Opening of Bids by GIL

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

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

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

- 19.2 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.
- 19.3 Bids that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances.
- 19.4 Financial Bids of only those bidders who are eligible and qualify on the basis of evaluation of technical bid, will be opened in the presence of the qualified bidders of their representatives

at pre-specified time and date which will be communicated to the qualified bidders well in advance.

20 Clarification of Bids

20.1 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.

21 Preliminary Examination

21.1 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.

21.2 Prior to the detailed evaluation, pursuant to ITB Clause 22, 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, Applicable law and Taxes and duties 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.

21.3 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.

21.4 Conditional bids are liable to be rejected.

22 Technical and Commercial evaluation

22.1 COT/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, COT/GIL, may, at its discretion, ask the bidders for clarification of their Technical Proposals.

Note: - Every page of Technical Compliance Sheet will be signed by Bidder without overwriting. Whenever required the proof for every commitment has to be submitted, Technical brochures should be attached where ever available.

22.2 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.

22.3 During the technical evaluation, COT/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 who are eligible and provided technical bids fully complied with scope of work. At any point of time, if COT/GIL feels that the bidder is hiding any information which will affect the project cost in short or long run, COT/GIL may reject his bid without assigning any reason or explanation.

22.4 Financial bids of only those bidders who qualify on the basis of evaluation of eligibility and technical bids will be opened. Only without tax values will be considered for financial evaluation.

23 Financial Bid evaluation:

23.1 The Commercial bid of those bidders who are eligible and qualify in the technical evaluation will only be opened. All other Commercial bids will not be opened. The Commercial bids (as per the formats provided in Form 6) of the eligible and 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.

24 Contacting GIL/COT

24.1 Subject to ITB Clause 21, no Bidder shall contact GIL/COT 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/COT, he should do so in writing. GIL/COT reserves its right as to whether such additional information should be considered or otherwise.

24.2 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

25 Post-qualification

25.1 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.

26 Award Criteria

26.1 Subject to ITB Clause 24, COT will award the contract to the successful bidder decided as per the evaluation procedure mentioned in ITB clause no. 23 mentioned above.

26.2 COT 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.

27 COT/GIL's Right to Accept Any Bid and to reject any or All Bids

27.1 COT/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.

28 Notification of Awards

28.1 Prior to the expiration of the period of the bid validity, concerned COT will notify the successful bidders in writing, to be confirmed in writing by registered letter, that his bid has been accepted.

28.2 The notification of award will constitute the formation of the Contract.

29 Signing of Contract

29.1 At the same time as COT notifies the successful Bidder that its bid has been accepted, COT will send the bidder the Contract Form, incorporating all the agreements between two parties.

29.2 Within 15 days of receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to COT.

30 Performance Security

30.1 The successful Bidder has to furnish a security deposit so as guarantee his/her (Bidder) performance of the contract

- 30.2 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/10/2016/328/DMO dated 01.05.2017 issued by Finance Department or further instruction issued by Finance department time to time.
- 30.3 The Performance Security shall be in the form of Bank Guarantee valid for 5 years from the date of actual start of operation. i.e. 5 years from Go-Live.
- 30.4 If the O & M support required to be extended for further two years after the expiry of warranty of five years then the period of PBG should also be extended.
- 30.5 The proceeds of the performance security shall be payable to COT as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
- 30.6 The Performance Security shall be denominated in Indian Rupees
- 30.7 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.
- 30.8 The Performance Security will be discharged by GIL and returned to the Bidder on completion of the bidder's performance obligations under the contract.
- 30.9 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.
- 30.10 No interest shall be payable on the PBG amount. COT 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.

31 Corrupt or Fraudulent Practices.

- 31.1 COT 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, COT defines for the purposes of this provision, the terms set forth as follows:
- 31.1.1 "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and
- 31.1.2 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of COT, 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 COT of the benefits of the free and open competition;
- 31.2 COT 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 Dept of Science & Technology/GIL or black listed by any of the Department of Government of Gujarat in competing for the contract in question.
- 31.3 COT 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 Dept of Science & Technology/GIL.

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

32.1 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.

32.2 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 COT / GIL

COT/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 COT 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 web and mobile application for COT and other obligations of the service provider covered under the Contract;
- d) "GCC means the General Conditions of Contract contained in this section.
- e) "COT" means Commissionerate of Transport 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 lapsed 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 COT.
- l) The "Go-Live" means the Web 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 COT'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 COT'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 COT and shall be returned (in all copies) to COT on completion of the service provider's performance under the Contract if so required by COT.
- 5.4 The service provider shall permit COT 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 COT, if so required by COT.

6 Patent Rights, Copyright

- 6.1 The Service Provider shall indemnify COT/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 COT as part of project, then the copyright/IPR of that solution will be with the COT/Gujarat Informatics Ltd. The bidder cannot sell or use (fully / partly) that software for his other customers without written consent from Government of Gujarat.
- 6.3 When the SP will develop any customized solution for COT as part of project, then the copyright/IPR of that customized solution will be with the COT/Gujarat Informatics Ltd. The bidder cannot sell or use (fully / partly) that software for his other customers without written consent from Government of Gujarat.
- 6.4 The COT shall have the right to use the source and customized code for any other Govt. Department/Boards/Corps or entity if required.

7 Inspection/Testing

7.1 Application :

- 7.1.1 COT or its representative shall have the right to inspect and/or to test the software or work of the SP to confirm their conformity to the Contract specifications at no extra cost to the COT.
- 7.1.2 As per Govt. Of Gujarat circular dated 10th March 2006, the applications must be tested at EQDC, GIDC, Gandhinagar or at the location specified by COT at the cost of SP. The SP must include testing cost in their financial bid. The different types of tests that has to be performed through EQDC/other competent agency are as mentioned below:
 - Functional Testing
 - Stress/Load Testing
 - Performance Testing

7.2 Application Security Audit:

- 7.2.1 In addition to inspection & testing, the SP shall also be responsible to get application security audited by CERT-In Empanelled application security Auditors at the cost of the SP and submit the Security Audit Clearance Certificate issued by CERT-In Empanelled Security Auditors.
 - 7.2.1.1 The SP must submit the test results to COT.

- 7.2.1.2 Should any inspected or tested software fail to conform to the specifications, the COT may reject the software and the SP shall either replace/redevelop the rejected software or make alterations necessary to meet specification requirements free of cost to COT.
- 7.2.1.3 COT's right to inspect, test and, where necessary, reject the software / deliverable after the software deployment at Project Site shall in no way be limited or waived by reason of the software previously been inspected, tested and passed by COT for its representative prior to the software deployment.
- 7.2.1.4 No clause in the RFP document releases the SP from any warranty or other obligations under this Contract.
- 7.2.1.5 The inspection of the working of the developed software shall be carried out to check whether the software is in conformity with the requirements described in the contract. The tests will be performed after completion of installation and commissioning of all the software at the site of installation. During the test run of software, no malfunction, partial or complete failure of any module of software or bugs in the software is expected to occur. All the software should be complete and no missing modules/sections will be allowed. The SP shall maintain necessary logs in respect of the result of the test to establish to the entire satisfaction of COT, the successful completion of the test specified. An average uptime efficiency of 99% for the duration of test period shall be considered as satisfactory. On successful completion of acceptability test and after COT is satisfied with the working of the software on the, the acceptance certificate of COT will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the software.
- 7.2.1.6 Before the Application modules are taken over by COT, the SP shall supply operation manuals. These shall be in such details as will enable COT to use the software as stated in the specifications. The documentation shall be in the English/Gujarati language and in such form and numbers as stated in the contract document. Unless and otherwise agreed, the software shall not be considered to be complete for the purpose of taking over until such documentation has supplied to COT.

8 Change Request Orders

- 8.1 COT 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:
 - 8.1.1 Designs, specifications, requirements of which software or service to be provided under the Contract are to be specifically developed / rendered for COT;
 - 8.1.2 The place of delivery; and/or the Services to be provided by the SP.
- 8.2 Training of personnel of the COT in terms of hours/subjects will be without any additional cost.
- 8.3 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 COT's change order.

9 Delivery of Documents

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

10 Deployment of Software

- 10.1 Service provider must deploy the solution at the places specified by COT 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.

11 Prices

- 11.1 Prices payable to the service provider as stated in the Contract shall remain firm and fixed during the performance of the Contract.
- 11.2 The prices quoted should not be conditional/optional and it should be in line with the technology. The bidder should not submit conditional/optional bids. Conditional/optional bids are liable to be rejected outright.

12 Contract Amendments

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

13 Assignment

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

14 Delays in the supplier / service provider's Performance

- 14.1 Delivery of the software and performance of the Services shall be made by the service provider in accordance with the time schedule specified by COT in the contract document.
- 14.2 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 COT 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, COT 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 COT, shall be at no extra cost to COT.
- 14.3 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.

15 Termination for Default

- 15.1 COT 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:
- 15.1.1 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 COT; or
 - 15.1.2 If the service provider fails to perform any other obligation(s) under the Contract.
 - 15.1.3 If the service provider, in the judgment of COT 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.

16 Force Majeure

- 16.1 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.
- 16.2 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.
- 16.3 If a force Majeure situation arises, the service provider shall promptly notify COT in writing within 10 days of such conditions and the cause thereof. Unless otherwise directed by COT 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.

17 Limitation of Liability

- 17.1 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.

18 Termination for Insolvency

18.1 COT 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 COT.

19 Termination for Convenience

19.1 COT 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 COT'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.

19.2 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 COT at the Contract terms and prices. For the remaining services, COT may elect:

19.2.1 To have any portion completed and delivered at the Contract terms and prices; and/or

19.2.2 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.

20 Right to use defective software/equipment

20.1 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 COT's operation.

21 Supplier / service provider Integrity

21.1 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.

22 Supplier / service provider's Obligations

22.1 The service provider is obliged to work closely with COT's staff, act within its own authority and abide by directives issued by COT.

22.2 The service provider will abide by the job safety measures prevalent in India and will free COT 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 COT responsible or obligated.

22.3 The service provider is responsible for managing the activities of its personnel or sub-contracted personnel and will hold himself responsible for any misdemeanors.

- 22.4 The service provider will treat as confidential all data and information about COT, 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 COT.

23 Patent Rights

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

24 Site Preparation and Installation

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

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

Activity	Timelines in Weeks	Deliverables
T=Date of Signing of Contract		
Team Mobilization Conceptualization, As-Is, BPR and To-be	T1 = (T + 2)	<ul style="list-style-type: none"> ♦ Detailing of Project Plan ♦ Conceptualization report (Identification of the services in consultation with COT) ♦ User Requirement Specifications Report ♦ As-Is Report, Business Process Re-engineering Report, To-Be Report
Procurement of System Software like Server OS, Database etc.	T2 = (T + 8)	<ul style="list-style-type: none"> ♦ Paper license certificate in the name of dept.
Completion of Design, Development & Coding of Web and Mobile Application Testing & UAT	T3 = (T1 + 4)	<ul style="list-style-type: none"> ♦ Software Requirement Specifications Report ♦ Architecture & DB design Report ♦ Deployment Plan ♦ Test Cases ♦ Test Reports ♦ UAT Sign-off Certificate
Application Training & Handholding Support of MIS	T4 = (T3 + 2)	Training & Change Management report, Training Schedule / Plan,

		Satisfactory Training Completion Feedback Report
Commissioning & Go-Live	T5 = (T3 + 1)	Certificate of successful commissioning
5 years Warranty period for Operation and Maintenance support after Go-Live	T8 = (T5 + 5 years)	Operation and Maintenance support for five years after Go-Live
Additional Module/Functionalities during O & M period	On Mutually agreed time	Changes documents

26 Payment Schedule

Sr.No	Activity	Payment (%)
1	Conceptualization, URS, As-Is, BPR and To-be	20% of payment will be released as per Annexure A, if completed within the time frame mentioned in RFP
2	Design, Development & Coding of Web and mobile Application, SRS, DB Design, Testing & UAT	50% of payment will be released as per Annexure A, if completed within the time frame mentioned in RFP as
3	Training of officials and Handholding Support	15% of payment will be released as per Annexure A, if completed within the time frame mentioned in RFP
4	Commissioning & Go-Live	15% of payment will be released as per Annexure A, if completed within the time frame mentioned in RFP
5	License Software	100% after submission of the licenses Details and verified by COT. As per Annexure B.
6	ATS/AMC of Database & Server OS Licensing	Paid yearly after end of each year. As per Annexure C
7	5 years Warranty period for Operation and Maintenance support after Go-Live	equally in each quarter, Payment will be divided into 12 quarterly installments as Successful bidder quoted in Annexure D

27 Unconditional Bid

27.1 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.

28 No Variable Cost in Financial Bid

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

29 Resolution of Disputes

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

30 Governing Language

30.1 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.

31 Applicable Law

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

32 Taxes and Duties

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

33 Binding Clause

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

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 COT for the duration of the contract for providing Applications, Training, Operation and Maintenance support against the stated scope of work. COT shall regularly review the performance of the services being provided by the SP and the effectiveness of this SLA.

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 COT 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 COT and users and excludes the scheduled outages planned in advance for the COT central IT infrastructure.
- "Incident" refers to any event / abnormalities in the functioning of COT specified services that may lead to disruption in normal operations of COT 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.

1.1 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 COT 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.

1.1.1 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 COT 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, upto maximum of 10%.
Testing & UAT of all the modules	As per delivery Schedule	Critical	A Penalty of 0.5% of contract value of Software per week delay, upto maximum of 10%.
Product Training & Handholding Support of solution.	As per delivery Schedule	Medium	A Penalty of 0.5% of contract value of Software per week delay, upto maximum of 10%.
Commissioning & Go-Live	As per delivery Schedule	Medium	A Penalty of 0.5% of contract value of Software per week delay, upto maximum of 10%.

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 COT. If delay exceeds maximum delay weeks at the particular milestone, COT 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.

1.1.2 Operational Related Penalty

For Software Uptime

No	Measurement	Target	Penalty
1	Application Availability Downtime required for maintenance, new initiatives undertaken by SP or for Performance enhancement measures shall not be considered while calculating product availability. All major maintenance shall be carried out in a planned manner after announcing it across the platform. Any planned shutdown will be done only between 9 pm and 8 am.	>= 99%	INR 1,00,000 for every 12 hours of downtime at a stretch or in parts on a quarterly basis. And INR 10,000 for every subsequent hour of downtime at a stretch or in parts for total down time more than 12 hours on a quarterly basis.

SECTION V: SCOPE OF WORK

The Scope includes System Analysis, design, development, testing, implementation and maintenance of web and mobile bas Management Information System (MIS) for Commissionerate of Transport, Port and Transport Department.

Background

The Transport Department of Govt. of Gujarat is entrusted with the responsibility of providing an efficient public transportation system, control of vehicular pollution, registration of vehicles in Gujarat, issuance of Driving licences, issuance of various permits, collection of road taxes. The department also entrusted in policy-making, co-ordination, implementation, monitoring and regulatory functions of all the Transport related aspects of Gujarat.

The Transport Department is regulated by the Government of Gujarat in terms of policy formulation and its implementation. The Department is administered by the Transport Commissioner who is the HoD of the Transport Department.

Objectives

The objective of this RFP is to develop complete web and Mobile based MIS for Dealer, Authorized Service Provider of HSRP, Speed Governor and Retro Reflective Tap, RTO/ARTO Office, Commissionerate of Transport which will be bridge between all stake holders and VAHAN 2.0.

Scope of Work:

Common MIS is to be developed where various stockholders will input and receive the data. Basic aim of this MIS is to gather data from different players and update same into Vahan 4. Following are the main stockholders.

1. Commissionerate of Transport.
2. Different RTOs.
3. Fitness duty inspectors.
4. Retro reflective tape agencies
5. Speed Limiting Device agencies
6. HSRP Agency.
7. NIC.

Agency will do fitment and take few photographs of the vehicles and upload same in portal. Agency will also input text data in various fields. Similarly fitness duty inspectors need to take two photographs of the vehicle while doing fitness with android app.

This data should be immediately visible on the portal. This will be also automatically pushed/shared with NIC (Vahan 4) immediately. This data can be viewed by CoT, RTOs and Inspectors. There will be different user types like CoT (Super User), RTOs, Inspectors and agencies.

This portal should have uptime of 99.99% and it should support 2000 concurrent users. It should make provision for necessary bandwidth. Each transaction should not take more than

10 seconds. This application should be able to communicate with NIC using web service, API or any such communication protocol.

This portal should also make provision for different MIS reports agency wise, date wise, RTO wise etc.

Principal Secretary, Port and Transport Department and Commissioner, Commissionerate of Transport will be Super Admin for Common MIS.

HSRP Points

- HSRP application will be used your application to interchange the data with Vahan through web service.
- Requirement of two type of data from Vahan,
 - One is before authorization of Registration no
 - Second is post authorization of Registration no.
- Before authorization of Registration no we need below mentioned field from Vahan to make HSRP payment -
 - Form 20 No, Chassis no, owner name, mobile no, vehicle type, dealer code, owner address
- Post authorization of Registration no we need below mentioned field to prepare HSRP -
 - Reg no, engine no, chassis no, owner name, vehicle type, maker, maker model, application type, dealer name, application no
- Post fitment of HSRP we will return below mentioned field against Registration no and Application no -
 - Front Laser ID, Rear Laser Id, amount taken, amount taken on, HSRP fitment date
- Already fitment done should be fetched from FTA DB & updated to vahan-4

Speed limiting device

Sr No	Document Verification	Fitment	MVI Verify	Print Certificate	Refitment
1	RTO Location	Registration No	Vehicle Reg no	RTO Code/Address	RTO Code/Address
2	Registration NO	Engine No	Engine No	Certificate No	Certificate No
3	Engine No	SG Model	Sg Serial No	Fitness Date	Fitness Date
4	Chassis No	Sg Serial No	SG Status	Next Calibration no	Next Calibration no
5	Manufacturing Year	Roto Seal no	SG model Name	Vehicle No	Vehicle No
6	Vehicle Type	Sg Device image	Fitment Date	Chasis No	Chasis No
7	Vehicle Category	RC image/Form 15	Chassis No	Engine no	Engine no
8	Approved	Driver with	Maufacturing	Type of Vehicle	Type of Vehicle

Sr No	Document Verification	Fitment	MVI Verify	Print Certificate	Refitment
	Vehicle Manufacturer	Vehicle image	Year		
9	Approved Vehicle Model	Vehicle Image	Manufacturer /Make	Vehicle Make	Vehicle Make
10	Set Speed		Vehicle Model	Vehicle Model	Vehicle Model
11	Aproved SG model ** Tac No		Vehile Class	REgistration Date	REgistration Date
12	Owner Address		Vehicle Category	Date of Mfg Year	Date of Mfg Year
13	Owner Mobile No		Email	Last Fitness Date	Last Fitness Date
14	Owner Name		Owner Name	Owner Name	Owner Name
15	Email		Owner MobileNo	Owner Address	Owner Address
16	Vehicle Registration Date		Owner Address	Dealer Name Dealer Address	Dealer Name Dealer Address
17	Last Fitness Date		SgDevice Image	SG Serial No	SG Serial No
18	External Invoice No		Rc Image	Sg Model	Sg Model
19	External invoice Date		Driver With Vehicle	SG Type	SG Type
20			Vehicle Image	invoice No.	invoice No.
21			Remarks for Rejection	Invoice Date	Invoice Date
22				Report no	Report no
23				Pre Set Max Speed	Pre Set Max Speed
24				Cop Date	Cop Date
25				Report Date	Report Date
26				Rc Image	Rc Image
27				Driver With Vehicle	Driver With Vehicle
28				OEM name	OEM name
29				Name of the owner	
30				Designation - Driver/owner	

Sr No	Document Verification	Fitment	MVI Verify	Print Certificate	Refitment
31				DL/PAN/Passport No of owner	

Data to be received from VAHAN at the time of Document Verification through web service:

Sno	Fields Name
1	RegNo
2	EngineNo
3	ChasisNo
4	RegistrationDate
5	OwnerName
6	OwnerAddress
7	OwnerMobile
8	LastFitnessDate
9	ManufacturingYear
10	VehicleClass
12	VehicleCategory
13	VehicleManufacturer
14	VehicleModel
15	RTOLocationCode

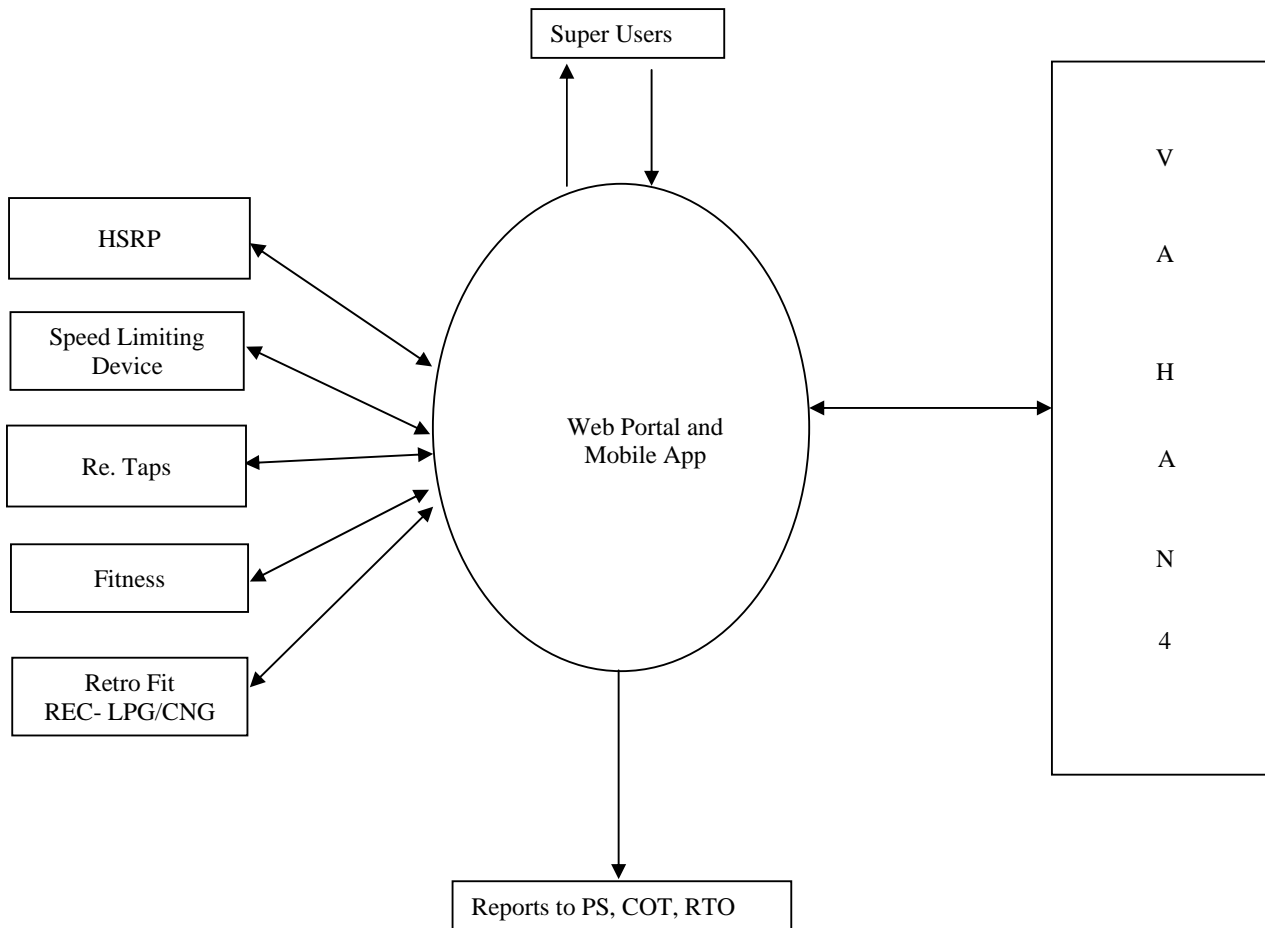
Fields to be passed to VAHAN 4.0 through web service on fitment Certificate no generation of Speed Governor after fitment in vehicle.

Retro Fit Tapes fitment

Fields need to upload

Sr No	Fields Name
1	Vehicle No
2	Vehicle Make
3	Owner Name
4	Owner Number
5	Certificate Number
6	Front Photo
7	Rear photo
8	Certificate photo

Software Structure Diagram



Non-Functional Requirements

Non-Functional Parameters	Description
Scalability	<p>The architecture proposed should take care of high volume critical applications. It should be possible to deploy the services of each layer on multiple servers</p> <p>System maximum user concurrency shall be easily upgradeable through hardware enhancement; This hardware enhancement shall be in the form of both identified hardware upgrades of existing equipment that have the potential to be upgraded (vertical scaling) and also by way of adding new servers (horizontal scaling).</p>
Availability	Web application has to be deployed on the load balanced cluster.

	<p>The web servers will be configured in Active / Passive mode. High availability for the databases can also be achieved in following ways:</p> <ol style="list-style-type: none"> 1. By putting two database servers configured in an active/passive server cluster configuration. 2. As the failover uptime requirement is high, it's suggestive to have near real time replication with DR site.
Extensibility	The design of the software should allow for easy addition of new functionality. This extension of functionality or features should be with minimal changes to the existing software.
Performance	The performance of the application is expected to be monitored on an ongoing basis. This will help to forecast the traffic/data load for the future. This will serve as input to scale up the existing infrastructure.
User Friendly GUI	The GUI of the application should be user friendly, intuitive and rich with features.
Language	Language should be in English and Gujarati
Security	<p>Security has to be an important design consideration. The system must address following:</p> <ul style="list-style-type: none"> ▪ Authentication ▪ Authorization ▪ DoS attack ▪ SQL Injection ▪ Data Tampering and other ways to security threat
Role Based Access Management and Data Access Restrictions	<p>System functionality access will be provided at the role and location level</p> <p>In order to restrict the information access, system will ensure user will have access to the information he/she is entitled to.</p>
Open Standards	The solution should be built on Open Standards and compliance with industry standards.

Project Deliverables

The suggested (but not limited to) list of deliverables from the successful bidder includes:

- Document containing detailed user requirement specifications, As-Is, Business Process Re-engineering, and To-Be report.
- Software Requirement Specifications Report, Architecture & DB design Report
- Test Cases, Test Reports, UAT Sign-off Certificate
- Complete Source Code, library files, DLL's, Setup programs with documentation.
- Software Testing Documentation (including details of defects/bugs/errors and their resolution)
- The TSP has to give complete demonstration of final running application.
- Training Plan, Training Manuals and literature

Operation & Maintenance Support:

- The SP has to provide the operation & maintenance for the period of 5 years Resolution of errors/bugs (if any), software updates, patches, changes in the software that may be necessary due to legal/statutory/GR/Any ACT etc. changes.

- Ongoing technical support for application
- Fine Tuning updates/patches reporting
- Fixing logical/run-time errors in the applications
- Development, Testing and Implementation for Bug-Fixes
- Generate reports on changes made in applications
- Generate reports on change given to support team
- System administration and database management support
- Development of new application release
- Deployment of new application on production servers
- Synchronize the application release in all application servers of CoT
- Monitoring & Reporting Server/ System performance
- Provide warranty/maintenance product, software that shall be supplied and installed under this procurement throughout the period of contract and also provide warranty execution/onsite maintenance of the Database S/W.
- Undertake Performance Tuning and ensuring optimum performance of the equipment supplied.
- Provide 1 resource (manpower) for operations, maintenance and onsite warranty support of all the existing and supplied items.
- Bidder is required to propose the required compute power, storage and other requirement to host the MIS application at SDC. The necessary compute infrastructure will be provided by Govt. of Gujarat.
- Currently, Govt. of Gujarat is in process of Selection of Agency for Supply, Installation, Commissioning and Support of Cloud Enabled Infrastructure at GSDC, Gandhinagar on behalf of Department of Science & Technology, Government of Gujarat.
- The MIS will be hosted on this cloud infrastructure. For storage, EMC VMA 200K storage will be provided.

- As a part of technical bid, the detail BoM required is to be proposed as below:

Sr. No.	Item	Technical Specifications	Quantity	Remarks (If any)

In State Data Center required compute infrastructure and storage will be provided. However bidder has required to quote, supply, install and maintain the required OS, Database and other s/w licenses provided by bidder.

Technical Details:

- Application type: Three tier mobile & web based application
- Technology Platform :- Any
- Back end Technology: Any
- Server OS Support: Non Unix Environment
- The application should be able to host on x86 platform. The required compute power and storage will be provided in SDC by Department.

- The application should be compatible with any open standard technology. The bidder has to quote and supply any OS and data base on open standard technology with 5 years of AMC/ATS support.
- In case of bidder is offering open source products, the support from a product vendor should be required and bidder has to give compliance on the same.
- The mobile app should be developed for whole application with role base access and native in nature. It should develop for separately for Windows, iOS and Android. i.e Bidder has to use native SDKs for respective platforms.
- The mobile app should be compatible with latest OS and 2 earlier versions of OS and all future versions on each platform i.e. Android, Window and iOs. Example: if currently Android version 8 is running. The mobile app should be compatible with android 6, 7 and 8 and all future versions. "
- N. nos. of reports which is generated by system should be available on Mobile also. The system should work on 100% online mode.
- The application should run on all major browsers like Internet Explorer, Microsoft Edge, Google Chrome, Mozilla Firefox, Safari, Opera and mobile browser and it should be compatible with latest and 2 earlier version of browser and all future versions.
- After completion of 5 years and at the time of handover-takeover, SP has to provide the application with latest technology version, update and upgrades.
- Every 6 months, Bidder has to submit the documentation including code structure and architecture.

Development and O & M Team

Bidder shall propose the development Team for project as follow

- Bidder shall propose development team with efficient resource to develop MIS in prescribed timeline. The developer team resources will be based onsite/offsite at Ahmedabad/Gandhinagar only.

Bidder shall propose the Operation and Maintenance team for project as follow:

- To support the technical support for hardware/software, mobile app, web interface including applying patching , OS updation, antivirus updation, DB Management, O & M team will be provided by bidder as and when required. (onsite/offsite)
- Operation and Maintenance Period bidders are expected to carry out change that is required due to change in functionalities, Act, Rule, GR etc. during the 5 years of Operation and Maintenance period with the help of above mentioned team. No additional payment will be made during O & M period.
- Bidder has to deploy 1 resource at CoT with IT background having minimum 3 years of experience as per recommendation of Commissionerate of Transport.
- In case of absent of the manpower, bidder has to provide the alternate arrangement to carry out the activities.
- In case the resource has resigned then the bidder has to inform within one week of such resignation.

- SP shall promptly deploy a replacement to ensure that the role of any member of the Key Personnel is not vacant for any longer than 7 days, subject to reasonable extensions requested by SP Vendor
- Before assigning any replacement member of the Key Personnel to the provision of the Services, SP shall provide:
 - a resume, curriculum vitae and any other information about the candidate that is reasonably requested ; and
 - an opportunity to interview the candidate.
- The bidder has to ensure at least 4 weeks of overlap period in such replacements

Exit Management Plan

- After completion of 5 year of Maintenance, COT shall identify and propose its Information Technology operations team to take over the software maintenance activities from the SP
- The SP shall create a detailed plan for Capacity Building required at COT to manage the application and a Transition Plan (implemented over a minimum period of 1 year) to affect the handover to COT; and implement the same in collaboration with the COT before the completion of their engagement.
- The SP shall handover all the documents, source codes to COT's IT Team during the 5th year of operations. This will include training and transfer of Intellectual Property Rights, Knowledge Transfer related to maintenance as per COT's requirement

SECTION VI: ELIGIBILITY AND TECHNICAL BID

1. Form 1: Bid Proposal Form

Date:

Tender No:

To

Dear Sir,

Having examined the Bidding Documents including Addenda Nos. _____ (insert numbers, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to render **"Selection of Services Provider for Development & Maintenance of Management Information System (MIS) For Commissionerate of Transport"** in conformity with the said bidding documents for the same as per the technical and financial bid and such other sums as may be ascertained in accordance with the Financial Bid attached herewith and made part of this bid. We have not placed any condition for the bid on our part and agree to bind ourselves to the terms and conditions of this tender unconditionally. Any conditions placed by us elsewhere in the present bid are hereby withdrawn unconditionally.

We undertake, if our bid is accepted, to render the services in accordance with the delivery schedule which will be specified in the contract document that we will sign if the work order given to us.

If our bid is accepted, we will obtain the guarantee of a bank for the sum indicated as per tender document for the due performance of the Contract, in the form prescribed by COT. We agree to abide by this bid for a period of 180 (One hundred and eighty only) days after the date fixed for bid opening of the Instruction to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration 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.

Name:

Address: _____

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

Dated this _____ day of _____ 2017

Signature

(in the capacity of)

Duly authorized to sign Bid for and on behalf of _____

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

Sr. No	Particulars	Details to be furnished		
1.	Details of responding company			
a)	Name			
b)	Address			
c)	Telephone		Fax	
d)	Website			
2.	Details of Contact Person			
a)	Name			
b)	Designation			
c)	Address			
d)	Telephone no.			
e)	Mobile no.			
f)	Fax no.			
g)	E-mail			
3.	Details of Authorized Signatory (please attach proof)			
a)	Name			
b)	Designation			
c)	Address			
d)	Telephone no.			
e)	Mobile no.			
f)	Fax no.			
g)	E-mail			
4.	Information about responding company (please attach proof)			
a)	Status of company (Public Ltd. / Pvt. Ltd etc)			
b)	No. of years of operation in India			
c)	Details of Registration	Date		
d)	Details of Quality Certifications			
e)	Locations and addresses of offices			

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

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

4. Form 4: Financial strength of the bidder

Financial Year	Turnover (Rs. In Cr)	Audited Accounts uploaded (Yes/No)

5. Form 5: Details of completed/ongoing web/mmoble Applications projects (Excluding Hardware and Manpower projects)

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 7: Details of No. of full time IT professionals involved in Project Management, System design, System analysis, software development & coding, Testing on the payroll of the bidder with Authorized signatory

7. Work Schedule

8. Bill of Material/required computer power for Hosting of Application

9. Bill of Material for OS, DB licenses etc.

10. Documents of Approach and Methodology

SECTION VI: Financial Bid

Financial Bid Format

Sr. No.	Description	Total Amount (Rs.)
1	Cost of Designing, Development and Deployment and Go-Live of the Web Application Annexure A	
2	Cost of the License software required i.e. Database, Server OS etc. Annexure B	
3	Cost of AMC/ATS of the License software required for application i.e. Database, Server OS etc for five years Annexure C	
4	Cost of Operations and Maintenance support for five years after Go-Live Annexure D	
Grand Total (Rs.)		
5	Charges for development of additional functionalities	
6	Per Person Hand-holding charges	

Note:

- GST will be extra as applicable at the time of invoicing.
- For financial evaluation, Total price of Sr. No. 1 to 4 will be considered.
- The cost of the above parts should be matched with the breakup of each component mentioned in Annexures.

Annexure A: (Line Item 1)

Sr. no.	No Item Description Original	Total Man-month Effort	Rate per man-month	Total amount (Rs.)
		A	B	C= A*B
1.	Conceptualization, As-Is, BPR and To-be, URS			
2.	Design, Development & Coding of Web Application, SRS, DB Design Testing & UAT			
3.	Training & Handholding Support			
4.	Commissioning & Go-Live			
Total Amount (Rs.)				

Annexure B: (Line Item 2)

One time Cost of Software Licenses required for running the application

Sr. No.	Item (License Software)	Qty	Unit Price	Total Amount
		A	B	C=A*B
1				
2				

Grand Total (Rs.)				

Annexure C: (Line Item 3)

ATS/AMC of the Licenses required for running the application

Sr. No.	Item (License Software)	Qty	Y1	Y2	Y3	Y4	Y5
		A	B	C	D	E	F
1							
2							
3							
4							
5							
Total							

Annexure D: (Line item 4)

Item	Total Man-month Effort	Rate per man-month	Total
A	B	C	D=B*C
1st Year			
2nd Year			
3rd Year			
4th Year			
5th Year			
Total			

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

11. Form 9: Performance Bank Guarantee

(To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.

Date:

To

Name & Address of the COT/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/equipments as mentioned in the said purchase order and the SELLER having agreed to provide a Contract Performance and Warranty Guarantee for faithful performance of the aforementioned contract and warranty quality to the OWNER/PURCHASER, _____ having Head Office at (hereinafter referred to as the 'Bank' which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the sum of Rs. _____ (Rupees _____) to the OWNER/PURCHASER on demand at any time up to _____ without a reference to the SELLER. Any such demand made by the OWNER/PURCHASER on the Bank shall be conclusive and binding notwithstanding any difference between Tribunals, Arbitrator or any other authority.

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

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHASER 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:

Approved Bank: 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/10/2016/328/DMO dated 01.05.2017 issued by Finance Department or further instruction issued by Finance department time to time.

12. 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 Service Provider for Analysis, design, development, testing, implementation and maintenance of complete web application for Commissionerate of Transport of Social Justice & Empowerment Department."** 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:

1. The E.M.D. may be forfeited:
 - a. if a Bidder withdraws its bid during the period of bid validity
 - b. Does not accept the correction of errors made in the tender document;
 - c. In case of a successful Bidder, if the Bidder fails:
 - (i) To sign the Contract as mentioned above within the time limit stipulated by purchaser or
 - (ii) To furnish performance bank guarantee as mentioned above or
 - (iii) If the bidder is found to be involved in fraudulent practices.
 - (iv) If the bidder fails to submit the copy of purchase order & acceptance thereof.

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/PURCHASER 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:

Approved Bank: 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/10/2016/328/DMO dated 01.05.2017 issued by Finance Department or further instruction issued by Finance department time to time.

13. 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 bid opening 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 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. 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

14. 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)