



GUJARAT INFORMATICS LIMITED

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RFP for Selection of Agency to provide Technical support for UIDAI Project & related activities on behalf of Department of Science & Technology, Government of Gujarat

RFP No.: GIL\DST\UIDAI Tech. Support\2018 Dated: 28.11.2018

Pre-bid Meeting: 07.12.2018 at 1500 hours at GIL

Last Date of Submission of Bid: 19.12.2018 till 1500 hours

Last Date of Submission of Bid Processing Fees & EMD: 19.12.2018 till 1500 hours

Date of Opening of Technical Bid: 19.12.2018 on 1700 hours

Bid Processing Fee: Rs. 17,700/- (Including G.S.T.)

DISCLAIMER

The information contained in this Request for Proposal (RFP) document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Department of Science & Technology (DST), Government of Gujarat or any of their employees or consultants, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

The purpose of this RFP is to provide interested parties with information that may be useful to them in eliciting their financial offers (the "Proposal") pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the TENDERER, in relation to the RFP. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the TENDERER, its employees or Consultants to consider the investment objectives, financial situation and particular need of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own surveys and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources before filling up the RFP. Any deviation in the specification or proposed solutions will be deemed as incapability of the respective Agency and shall not be considered for final evaluation process.

Information provided in this document to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The TENDERER accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

TENDERER- its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness, delay or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way during the Bidding process.

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**SECTION-1
KEY INFORMATION
&
INSTRUCTIONS**

SECTION – 1

1.1 Information Regarding RFP

Proposal in the form of BID is requested for the item(s) in complete accordance with the documents/attachments as per following guidelines.

- i. Bidder shall upload their bids on <https://www.gil.nprocure.com>
- ii. The Bid Security and non-refundable bid processing fees in a separate sealed envelope super scribed with the bid document number to GIL office.
- iii. Bids complete in all respects should be uploaded on or before the BID DUE DATE.
- iv. Technical Bids will be opened in the presence of Bidders' or their representatives who choose to attend on the specified date and time.
- v. 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 next working day at the appointed time.
- vi. Services offered should be strictly as per requirements mentioned in this Bid document.
- vii. Please spell out any unavoidable deviations, Clause/ Article-wise in your bid under the heading Deviations.
- viii. Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical / commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection.
- ix. The bid submitted should be valid for a period of 180 days.
- x. The duration of the Contract period for this activity will be of 03 years.
- xi. In addition to this RFP, the following sections attached are part of Bid Documents.

Section	Details
Section – 1	Key Information & Instructions
Section – 2	Introduction & Scope of Work
Section – 3	Eligibility Criteria
Section – 4	Service Level Agreement, Penalties & Payment Terms
Section – 5	Instruction to Bidders
Section – 6	Financial Bid
Section – 7	Annexures & Formats

1.2 Instruction to the bidders for online bid submission

- i. Tender documents are available only in electronic format which Bidders can download free of cost from the website www.gil.gujarat.gov.in and <https://gil.nprocure.com>
- ii. The bids have been invited through e-tendering route, i.e. the eligibility criteria, technical and financial stages shall be submitted online on the website <https://gil.nprocure.com>
- iii. Bidders who wish to participate in this bid, will have to register on <https://gil.nprocure.com>, such bidders will have to procure Digital Certificate as per Information Technology Act 2000 using which they can Sign their electronic bids. Bidders can procure the same from (n) code solutions – a division of GNFC Ltd., or any other licensed by Controller of Certifying Authority, Govt. of India. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.
- iv. Interested and eligible Bidders are required to upload the eligibility related document in eligibility bid section, Technical related document in Technical bid section & Commercial Bid in Commercial bid section. The Bids should be accompanied by a bid security & bid processing fees (non-refundable) as specified in this Bid Document. The Technical & Commercial Bid must be uploaded to

<https://gil.nprocure.com> & the Bid Security and bid processing fees must be delivered to the office of Gujarat Informatics Ltd on or before the last date and time of submission of the bid.

- v. The eligibility section and the Bid Security & bid processing fees section will be opened on the specified date & time in presence of the Bidders or their authorized representative who choose to attend. In the event of the date specified for bid receipt and opening being declared as a holiday for the office of Gujarat Informatics Ltd the due date for submission and opening of bids will be the following working day at the scheduled times.
- vi. In case of any clarifications required, please contact DGM (Tech), GIL in writing 5 days before the Pre-Bid meeting date.

Important Dates

RFP for Selection of Agency to provide Technical support for UIDAI Project & related activities on behalf of Department of Science & Technology, Government of Gujarat		
1.	Contract Period	03 (Three) Years
2.	Pre-Bid Meeting	07.12.2018 at 1500 hours Gujarat Informatics Limited, Block No.2, 2 nd Floor, Karmyogi Bhawan, Gandhinagar-382010
3.	Bid Due date	19.12.2018 up to 1500 hours
4.	Date of Opening of Un-priced bid & Technical stage	19.12.2018 up to 1700 hours
5.	Date & Time of opening of Commercial stage	Will be intimated to the qualified bidders at a later date.
6.	Venue of opening of Technical & Commercial Bid/s	Gujarat Informatics Limited, Block No.2, 2 nd Floor, Karmyogi Bhawan, Gandhinagar-382010
7.	Bid Processing Fees (Non-refundable)	Rs. 17,700 (Rupees Seventeen Thousand Seven Hundred Only) (Including G.S.T.)
8.	Bid security (EMD)	Rs. 2,00,000 (Rupees Two Lakh Only)
9.	GIL Contact person	DGM (Technical)

DGM (Tech.)
Gujarat Informatics Limited,
Block No. 2, 2nd Floor,
C & D Wing, Karmayogi Bhavan
Sector - 10 A, Gandhinagar - 382010
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1.3 Abbreviations

ASA	Authentication Service Agency
AUA	Authentication User Agency
CIDR	Central Identities Data Repository
DST	Department of Science & Technology
GIL	Gujarat Informatics Limited
GoG	Government of Gujarat
KSA	KYC Service Agency (KSA)
KUA	KYC User Agency (KSA)
QP	Quarterly Payment
RFP	Request for Proposal
SLA	Service Level Agreement
SRDH	State Resident Data Hub
STQC	Standardization Testing and Quality Certification, Govt. of India
UIDAI	Unique Identification Authority of India

1.4 Definitions

In this document, the following terms shall have following respective meanings:

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. "Acceptance Test Document" means a document, which defines procedures for testing the installed and commissioned product and services against requirements laid down in the Agreement.
3. "Agreement" means the Agreement to be signed between the successful bidder and TENDERER including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications/changes/corrigendum's, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
4. "Aadhaar number holder" means an individual who has been issued an Aadhaar number under the Act
5. "Authentication" means the process by which the Aadhaar number along with demographic information or biometric information of an individual is submitted to the Central Identities Data Repository for its verification and such Repository verifies the correctness, or the lack thereof, based on information available with it.
6. "Authentication facility" means the facility provided by the Authority for verifying the identity information of an Aadhaar number holder through the process of authentication, by providing a Yes/ No response or e-KYC data, as applicable
7. Authentication Devices: These are the devices that collect PID (Personal Identity Data) from Aadhaar holders, encrypt the PID block, transmit the authentication packets and receive the authentication results. Examples include PCs, kiosks, handheld devices etc. They are deployed, operated and managed by the AUA/Sub AUA."

8. "Authentication Service Agency" or "ASA" mean an entity providing necessary infrastructure for ensuring secure network connectivity and related services for enabling a requesting entity to perform authentication using the authentication facility provided by the Authority
9. "ASA functionality" means providing necessary secured connection from AUA to CIDR for transaction completion of authentication service.
10. "Authentication User Agency" or "AUA" means a requesting entity that uses the Yes/ No authentication facility provided by the Authority
11. "AUA functionality" means providing required platform to connect with ASA to allow authentication service using demographic, biometric or OTP based transaction initiated from citizen facing device/departments.
12. "Authorized Representative/ Agency" shall mean any person/ agency authorized by either of the parties.
13. "Bidder" means any agency who fulfils the requirement laid in the RFP documents and is possess the required expertise and experience as per the RFP document. The word Bidder when used in the pre-award period shall be synonymous with Bidder, and when used after award of the Contract shall mean the successful Bidder with whom TENDERER signs the Service Level Agreement for executing the project.
14. "Central Identities Data Repository" or "CIDR" means a centralized database in one or more locations containing all Aadhaar numbers issued to Aadhaar number holders along with the corresponding demographic information and biometric information of such individuals and other information related thereto
15. "Contract" is used synonymously with Agreement.
16. "Contract Price" means the price payable to the bidder under the Contract for the complete and proper performance of its contractual obligations.
17. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value or influence the action of a public official in the process of Contract execution.
18. "Default Notice" means the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
19. "Fraudulent Practice" means a misrepresentation of facts to influence a procurement process or the execution of a Contract 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 TENDERER of the benefits of free and open competition.
20. "Final Acceptance Test (FAT)" means the acceptance testing of all the commissioned project component at all specified locations.
21. "Go Live Date" means the date on which the FAT of all the project components as per the Work order has been successfully completed and accepted by the TENDERER.
22. "Good Industry Practice" means the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a reasonably skilled and experienced Operator engaged in the same type of undertaking under the same or similar circumstances.
23. "Implementation Period" shall mean the period from the date of signing of the Agreement and up to the issuance of Final Acceptance Certificate.
24. "KSA functionality" means providing necessary secured connection from KUA to CIDR for transaction completion of eKYC services.
25. "KUA functionality" means providing required platform to connect with KSA to allow eKYC service using demographic, biometric or OTP based transaction initiated from citizen facing device/departments.
26. "Law" shall mean any act, notification, by-law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or the Government of Gujarat or any other Government or regulatory authority or political subdivision of government agency.

27. "Lol" means Letter of Intent, which constitutes the intention of the TENDERER to place the Purchase Order with the successful bidder.
28. "Operator" means the entity/company providing the services / executing the project under the Agreement and is used synonymous with Bidder/Successful Bidder.
29. "OEM" Shall stand for Original Equipment manufacturer
30. "Period of Agreement" means 03 years period.
31. "Request for Proposal", means the detailed notification seeking a set of solution(s), services(s), materials and/or any combination of them.
32. "Requirements" shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Agreement.
33. "Site" means the location(s) for which the Contract will be signed and where the service shall be provided as per agreement.
34. "Service" means provision of Contracted service viz., development, operation, maintenance and associated services for the Project.
35. "Service Down Time" (SDT) means the period when specified services/network segments with specified technical and operational requirements as mentioned in this document are not available to TENDERER. The services shall be operational on all days of a year and 24- hours/ day with in the uptime specified in the Service Level Agreement (SLA). The services shall be considered as operational when all centers at all tiers/ levels are working, providing all/ specified services as mentioned in full capacity at all locations in the network.
36. "TENDERER" here shall mean "Gujarat Informatics Ltd. (GIL)".
37. "Termination Notice" means the written notice of termination of the Agreement issued by one Party to the other in terms hereof.
38. "Third Party Agency" means any agency, if/as appointed by TENDERER for monitoring the Project during commissioning and operation.
39. "Unplanned downtime" means an instance other than the planned down time in which ordered services are not available to TENDERER.
40. "Uptime" means the period when specified services with specified technical and service standards as mentioned in in the RFP are available to TENDERER and its user organizations. The uptime will be calculated as follows:
"Total time in a quarter (in minutes) less total Service Down time (in minutes) in the quarter"
41. "User Acceptance Test (UAT)" means the User Acceptance Testing of the ordered product and services on completion of installation and commissioning as per the requirement.
42. "% Uptime" means ratio of 'up time' (in minutes) in a quarter to Total time in the quarter (in minutes) multiplied by 100.
43. "Work order" shall mean a formal order issued by TENDERER to the successful bidder covering delivery timelines, SLA and other terms and conditions.

**SECTION-2
INTRODUCTION
&
SCOPE OF WORK**

SECTION – 2

Gujarat Informatics Limited (herein after referred to as GIL), on behalf of Department of Science & Technology (DST), Gandhinagar (herein after referred to as the TENDERER) invites bids from eligible bidders for Selection of Agency to provide Technical support for UIDAI Project & related activities. TENDERER intends to select a bidder to provide experienced technical manpower who have expertise to the use of Aadhaar Platform, facilitate implementation and O&M of UIDAI Project in State of Gujarat.

2.1. Introduction

Aadhaar is a strategic policy tool for social and financial inclusion, public sector delivery reforms, managing fiscal budgets, increase convenience and promote hassle-free people-centric governance. Aadhaar can be used as a permanent Financial Address and facilitates financial inclusion of the underprivileged and weaker sections of the society and is therefore a tool of distributive justice and equality. The Aadhaar identity platform is one of the key pillars of the 'Digital India', wherein every resident of the country is provided with a unique identity. The Aadhaar program has already achieved several milestones and is by far the largest biometric based identification system in the world.

Aadhaar number is a 12-digit random number issued by the UIDAI ("Authority") to the residents of India after satisfying the verification process laid down by the Authority. Any individual, irrespective of age and gender, who is a resident of India, may voluntarily enroll to obtain Aadhaar number. Person willing to enroll must provide minimal demographic and biometric information during the enrolment process which is totally free of cost. Individual needs to enroll for Aadhaar only once and after de-duplication only one Aadhaar shall be generated, as the uniqueness is achieved through the process of demographic and biometric de-duplication.

Background

Department of Science & Technology, Government of Gujarat is an Authentication Service Agency (ASA) and Authentication User Agency (AUA) of UIDAI in the state of Gujarat and has signed MoU with UIDAI to extend the access of CIDR for providing Authentication and e-KYC services to the various line departments / Boards / Corporations of Government of Gujarat. These Line departments/boards/corporations are further registered as Sub-AUAs under the Department of Science and Technology, Government of Gujarat. Further, these Sub-AUAs are using Authentication and e-KYC services of UIDAI for providing various benefit to the actual beneficiary/citizens of the State.

- A. Various Line department/board/corporations under Government of Gujarat are registered utilizing the services of DST, GoG as Sub-AUA/KUA such as: -
1. Chief Electoral officer
 2. Revenue Department
 3. Education Department
 4. Food & Civil Supplies Department
 5. Social Justice and Empowerment Department

Other line departments/Sub-departments/Boards/Corporations are also looking forward to get registered with DST, GoG.

B. Aadhaar Authentication

Aadhaar Authentication means the process by which the Aadhaar number along with the demographic information or biometric information of an Aadhaar number holder is submitted to the Central Identities Data Repository (CIDR) for its verification and such repository verifies the correctness, or the lack thereof, based on the information available with it.

The purpose of Aadhaar Authentication is to provide a digital, online identity platform so that the identity of Aadhaar number holders can be validated instantly anytime, anywhere.

UIDAI offers Aadhaar-based authentication as a service that can be availed by requesting entities (government / public and private entities/agencies). This service from UIDAI can be utilized by the requesting entities to authenticate the identity of their customers / employees / other associates (based on the match of their personal identity information) before providing them access to their consumer services / subsidies/ benefits / business functions / premises.

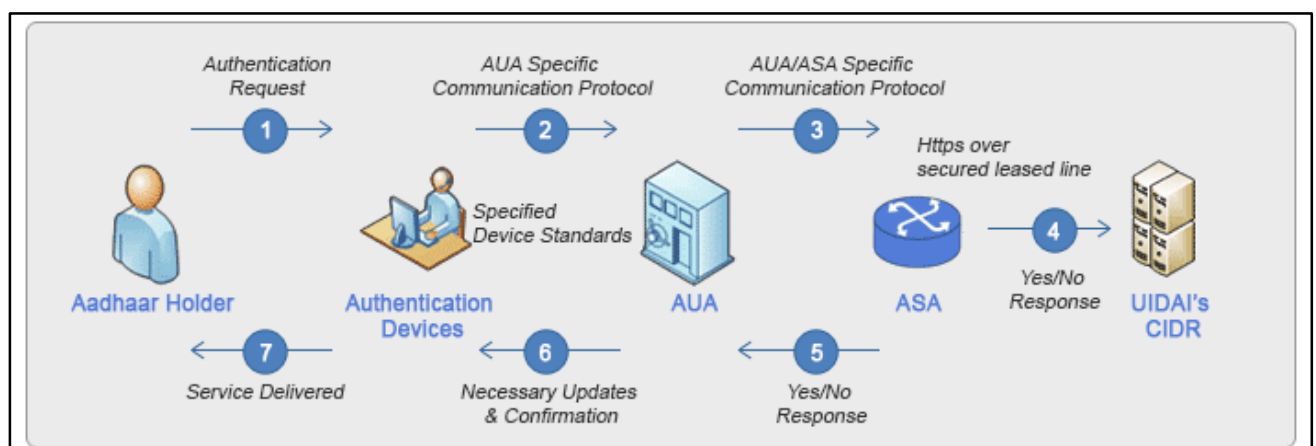
Modes of Authentication

The purpose of Authentication is to enable Aadhaar-holders to prove their identity without having to provide identity proof to avail the requisite benefits. Aadhaar Authentication is a convenient system wherein, Aadhaar number along with the Aadhaar holder's digital identity is submitted to UIDAI (Central Identities Data Repository-CIDR) for matching identity information available with it and provides the response as Yes/No only.

Authentication may be carried out through the following modes:

- *Demographic Authentication:*
- *One-time Pin based Authentication (OTP):*
- *Biometric-based Authentication:*
- *Multi-factor Authentication:* A combination of two or more of the above modes may be used for authentication.

This operating model outlines the actors involved in the Aadhaar Authentication ecosystem. The following figure identifies the key actors in the Aadhaar authentication model and depicts the data flow in which the key actors could engage with each other. The brief description of key actors and the scenarios in which they engage with each other are indicated in the figure below:



ASAs are agencies that offer their UIDAI-compliant connectivity as a service to requesting entities (such as AUAs/KUAs) and transmit their authentication requests to CIDR.

Authentication User Agency (AUA) is an entity engaged in providing Aadhaar Enabled Services to Aadhaar number Holder, using the authentication as facilitated by the Authentication Service Agency (ASA). An AUA may be government / public / private legal agency registered in India, that uses Aadhaar authentication services of UIDAI and sends authentication requests to enable its services / business functions.

Sub AUAs are agencies which use Aadhaar authentication to enable its services through an existing requesting entity. A requesting entity (such as AUA, KUA) connects to the CIDR through an ASA

The bidder is required to maintain the existing ASA-AUA and KSA-KUA set-up of DST. This service is built on using following technologies:

- JAVA/J2EE
- SPRING, MVC
- JBOSS,
- My SQL

2.2. Scope of Work

Department of Science & Technology, Government of Gujarat (DST) is both ASA & AUA registered with UIDAI which enables it to provide Authentication/eKYC services to all the line departments/board/corporations of Government of Gujarat.

TENDERER desires to engage a bidder to provide Technical support for UIDAI Project & related activities with an intent to improve Public Service Delivery

Bidder shall be responsible for, but not limited to, following activities:

1. Ongoing activities:

- a. Update/modify, test, deploy and maintain application to provide Authentication services as per guidelines/instructions of UIDAI/State/Central Government
- b. Co-ordination and Interaction with line departments/Sub Departments/Boards/Corporations for onboarding into the Aadhaar ecosystem of the TENDERER
- c. Co-ordination with User Departments/Board/Corporation/Department Head Offices/Organization and related activities for operational handholding
- d. Upgrading the API's as per the guidelines given by UIDAI from time-to-time and ensure that the same has been updated/implemented by other departments using the service of DST.
- e. Server Maintenance activity (like AV update, Patch update, etc.) or any other such activities as guided by the SDC for security compliance
- f. Assistance to Departments/Sub – Departments/Boards/Corporations availing services as a AUA / Sub – AUA from DST in Bug fixing and issue handling.
- g. Support and facilitate the Third-Party Audit of AUA/ASA/KUA/KSA services at-least once a year or as directed and appointed by TENDERER/UIDAI

- h. Co-ordinate with departments to submit Audit report of department's applications from time-to-time.
- i. Performing the test cases for ASA-AUA and KSA-KUA as per guidelines / instructions of UIDAI/State/ Central Authority, issued from time to time
- j. Bidder shall be responsible to comply to Operating Standards & Procedures, guidelines/instructions as may be laid out by UIDAI/State/Central Authority rigorously.
- k. Selected bidder shall also be responsible for the following indicative list of activities:
 - i. The bidder should ensure that any vulnerability or security advisory, as notified by the UIDAI/State/Central Authority, should be fixed/complied rigorously. The Bidder should regularly keep track of such notifications, and intimate concerned authority at GSDC and the TENDERER immediately.
 - ii. Bidder must ensure that the solution/development/modifications to be deployed does not disrupt the GSDC operations and affect other GSDC infrastructure in terms of performance and security.
 - iii. The bidder needs to prepare Standard Operating Procedure(SoP's), and get it approved from TENDERER, which is to be used for the smooth Operations, on – boarding of new departments/Organizations/Corporations/Institutes, coordinating with the stakeholders, System/Application Audit, etc.

2. Envisaged Future activities / Enhancements such as, but not limited to:

- a. Aadhaar Vault creation. (reference key and other such short description)
- b. Update the API for implementation of Virtual ID (VID)
- c. API for AADHAAR BEST FINGER DETECTION (BFD)
- d. Need to create a standard client API as for all the Departments/Sub – Departments/Boards/Corporations for authentication/eKYC services.
- e. Co-ordinate with departments to submit Audit of applications prior to on-Boarding
- f. Any other updates/upgrades as mandated by UIDAI/ State/Central Authority issued from time to time

3. Development of in-house portal for managing the operations of ASA, AUA and Sub AUAs

- The purpose of portal is to generate various MIS reports on the transaction being carried out through the AUA/ASA application, onboarded departments details, maintaining the documentation of the process, etc.
- The portal would be solely for the Operational use and a role-base access would be provided only to the TENDERER.
- The indicative list of details of the portal would include
 1. Statuary requirements to become a Sub-AUA/KUA for accessing UIDAI authentication services.
 2. Detailed process to become a Sub-AUA/KUA for accessing UIDAI authentication services.
 3. Government Orders/Circulars regarding UID.
 4. Any other information relevant to UID.
 5. Periodical Reports as may be required by the TENDERER like no. of transaction in a given period, department wise no. of transaction, no. of successful/failed transaction (along with the reason both for the entire system and department wise, etc.

4. Manpower Requirement:

- The bidder shall ensure availability of resource to provide necessary support for maintenance of application and availability of services (AUA/ASA/KUA/KSA) as mentioned below.
- Onsite deployment of resources as specified in RFP is required, however Organizational back-end support may be required for specific assignments like implementation of VID, HSM, Data vault, etc. Bidder will be responsible for successful completion of any such activity within stipulated timelines provided by UIDAI. All such back-end support be envisaged by bidder and the cost is to be included in the Manpower cost itself. No separate payments for different skillset activities will be paid.
- Following is the minimum manpower requirement:

S/N	Description	Qty	Qualification/ Experience	Roles & Responsibility	Min. Availability
1.	Team Leader	1	B.E./B.Tech (IT/CE/ICT)/ MCA Min. 5 Years of experience in software/ Web application development using J2EE, Jbose, Spring MVC Framework, Hibernate Framework, SQL including: <ul style="list-style-type: none"> • experience in Web API integration • experience in payment gateway integration Experience in working on AUA/KUA set-up is desirable	- Shall be Single Point of Contact. - responsible for - Coordination, - Leading, - Monitoring & Controlling all project related activities, - Team Management - Periodical Reporting	Monday to Saturday : 10.30AM to 6.30PM (excluding the weekly-offs and public holidays as declared by Gujarat Government)
2.	Technical Resource	2	B.E./B.Tech (IT/CE/ICT)/ MCA Min. 2 Years of experience in software/ Web application development using J2EE, Jbose, Spring MVC Framework, Hibernate Framework, SQL including: <ul style="list-style-type: none"> • experience in Web API integration • experience in payment gateway integration 	- responsible for - Coordination, - Leading, - Monitoring & Controlling all project related activities, - Develop/modify, deploy and maintain application - Testing - Date Security - Database administrators - Periodical Backup - Operation & Maintenance	Monday to Saturday : 10.30AM to 6.30PM (excluding the weekly-offs and public holidays as declared by Gujarat Government)

Relevant work experience will have precedence over educational qualification.

For Equivalency of Education qualification: Resolution no. SCT/102013/616356/GH dated 14th June 2016 and its subsequent amendment (if any) issued by Directorate of Technical Education, Government of Gujarat will be followed/considered.

- After selection of L1 bidder, the L1 bidder shall submit the resume of probable candidates within 5 days from the date of financial bid opening.

- TENDERER will select the resources after scrutinizing resumes of the probable candidates. The Team Lead will be selected by the authority based on a panel provided by selected bidder. If the authority doesn't select team from panel, a new panel will have to be provided.
- The selected agency shall maintain backup personnel and shall promptly provide replacement of every person removed pursuant to this section with an equally competent substitute from the pool of backup personnel.
- Replacement of Team Lead will not be allowed during the tenure of the project. In case of replacement, Tenderer may terminate the contract and the PBG will be for forfeited.
- In case of change in team composition owing to attrition/separation from the organization the replacement must be pre-approved. The bidder has to provide the relevant document proof of resignation acceptance / relieving letter.
- For replacement, for every position, a panel consisting 3 times the number of positions shall be submitted. The TENDERER has a right to reject entire panel and seek substitute panel in the same 3 times proportion. Before replacing a resource, minimum two months' time to TENDERER along with panel must be given to choose the substitution from the panel else penalties and pro-rata deduction in the quarterly fees will be made. We encourage the successful bidder to have a preapproved backup of resources for substitution for each of the resources.
- The selected agency shall provide and deploy "dedicated on site manpower" for carrying out the work, only those manpower resources who are skilled and experienced in their respective trades and who are competent to execute or manage / supervise the work in a proper and timely manner as per the RFP.

SECTION-3
ELIGIBILITY CRITERIA

SECTION – 3 Eligibility Criteria

S/N	Parameters	Attachments
1.	Bidder should be IT/ITeS Company registered under Indian Companies Act 1956/2013,	Certificates of incorporation & Self-Declaration Certificates
2.	The bidder should have average turnover of Rs. 1 Crore from the business in IT/ITES industry during the last three financial years as on 31.03.2018 .	The copies of Audited Annual Accounts/Balance Sheet along with Profit & Loss Account and CA Certified Statement for last three financial years shall be attached along with the bid
3.	The bidder must have experience of developing at least 3 Java based application in last 3 years as on Bid submission date.	Copy of work completion certificate/work order confirming the experience in JAVA based projects
4.	The bidder must have one office in Gujarat.	Please upload the copies of any two of the following: Property Tax Bill of last year / Electricity Bills of last one year / Telephone Bills of last one year / G.S.T. Registration / Valid Lease Agreement. In case, bidder does not have office in Gujarat, bidder should give undertaking to open office in Gujarat within 45 days from the date of purchase order.
5.	Bidder should not be blacklisted by any Ministry of Government of India or by Government of any other State in India or by Government of Gujarat or any of the Government PSUs at the time of bidding.	Self- Declaration Certificate/affidavit

Note:

- i. The AUA/KUA functionality refers to functioning of an entity engaged in providing Aadhaar enabled Services. An AUA/KUA may be government / public / private legal agency registered with UIDAI directly, to use Aadhaar authentication services of UIDAI and sends authentication requests to enable its services / business functions, using the authentication as facilitated by the Authentication Service Agency (ASA).
- ii. The Bidder must attach valid documents in support to their Technical and Financial capabilities/strength, as mentioned above. Without proper supporting documents, the Bid proposals are liable to be rejected.

SECTION-4
Service Level Agreement, Penalties
&
Payment Terms

SECTION – 4 Service Level Agreement, Penalty and Payment Terms

4.1. Service Level and Penalty Clause

SLA defines the terms of the successful bidder's responsibility in ensuring the performance on the agreed performance indicators as detailed in the agreement.

4.1.1. Deployment of Proposed Resources

- Bidder has to deploy proposed Manpower within 30 days from date of LoI.
- Following penalty will be imposed for non-Deployment of manpower within the stipulated time:
 - Team Lead: Rs 15,000/week or part thereof.
 - Technical Resource: Rs 5,000/week or part thereof.
 - In case of failure in deployment of the proposed Manpower for 45 days from date of LOI/Work Order, TENDERER may terminate the contract and forfeit the PBG.

4.1.2. Penalty for Non-performance in required Service Levels/ Standards

Any failure to deliver the required services due to reasons solely attributable to the Bidder, such as non-adhering to timelines, violation of UIDAI/State/Central Guidelines, Non availability of Services, unresolved issues/problems, delay in deployment, the bidder shall be solely responsible for the consequences from the UIDAI / State / Central authority and the bidder shall be bound to the penalty/decision, if any, with a maximum cap of Rs. 50,000/- per such incidence.

4.1.3. Manpower Availability

- a. Monthly invoice payment will be evaluated based on actual available resource in the month using following formulae.

Monthly Payment =

$$\frac{\text{Monthly Payment Value} \times \text{Actual Man-days available in the Month}}{\text{Total Man-days in the Month}}$$

- Total Man days will be calculated as per the Min. availability specified in the Section 2. Pt.4 Manpower Requirements.
 - Monthly Payment Value to be derived from the quoted yearly rate
- b. Over and above following penalty will also be levied
- i. Non-availability of Technical Resource: Rs. 500 / Person / Day
 - ii. Non-availability of Team Leader: Rs. 1500/ Day
- Non – Availability of a resource for 07 Working days without any prior notice and without any suitable arrangement in 02 (Two) consecutive quarters may lead to **termination of Contract.**

- Any delay/ non-performance, not attributable to the selected bidder, shall not be considered while computing adherence to service levels but the selected bidder shall submit sufficient records/ documents that the delay/ non-performance is not on bidder's part.

Note:

- 1.) The penalties, if any, will be recovered against the payment invoice submitted by the selected agency.
- 2.) The penalties in section 4.1.1, 4.1.2, 4.1.3 are all exclusive.

4.2. PROJECT IMPLEMENTATION

- i.) TENDERER or its designated agency shall monitor the Project and all acceptances and inspection of work will be undertaken by them. All Invoices, Vouchers, Bills for supplied services by the Bidder under the scope of the work will be verified measured and accepted by such designated agency to TENDERER, for release of payment.
- ii.) As part of scope, the Bidder shall provide details of all resources that will be incorporated and deployed by the bidder to carry out all the activities.
- iii.) The Bidder shall arrange to obtain all statutory and regulatory permission (If any) at no cost to the Government of Gujarat.
- iv.) The Bidder shall not disturb or damage the existing infrastructure. If in case any damage to the network is done, the same shall be corrected with no extra cost. The Bidder shall also be responsible for paying penalty, as imposed by the service owner to which the damage is incurred.
- v.) Bidder shall treat all matters connected with the contract strictly confidential and shall undertake not to disclose, in any way, information, documents, technical data, experience and know how, without prior written permission from TENDERER.
- vi.) Any damage caused to the property of Government of Gujarat while executing the job shall be solely Bidder's responsibility. In case any damage to the property is caused, the same will be recovered from the Bidders. No any extra cost shall be paid to the Bidder for such reasons.
- vii.) The Bidder shall have to furnish the documentation of the work undertaken in consultation with TENDERER representatives.
- viii.) The Bidder shall be fully responsible for executing the Project in totality and should include the items and their prices, if not included in price bid to complete the project on turnkey basis. Any claim whatsoever in this regard will not be entertained later.
- ix.) TENDERER reserves the right to call upon the Bidder for any clarification, escalation, communication, review, etc. with prior intimation. The concern Bidder must make necessary arrangement for the same.
- x.) The Bidder shall be responsible and take required insurance for all their assets and representatives working on the site at their own cost. TENDERER will not be responsible for any loss or damage to any of the asset or representatives of the Bidder during the said contract.
- xi.) The bidder will have to maintain reasonable professional indemnity insurance, or such other insurances as required under applicable laws of India as per the requirement of project. On request, the bidder shall provide a confirmation from its insurers that such insurance is in place.

- xii.) All work shall be performed and executed by the Bidder in strict conformity with the engineer-in-charge / representative from TENDERER and any relative instruction issued to the Bidder by the Engineer-in-charge time to time.

4.3. Payments Terms

- i.) The payments to the successful bidder will be made **Monthly** on acceptance of the invoice by the TENDERER or its designated agency.
- ii.) The successful bidder shall submit original copies of invoices along with the necessary supporting documents as may be required by the TENDERER for processing of invoices. Invoice should be raised in English language only.
- iii.) The invoice would be processed for release of payment within 45 days after due verification of the invoice and other supporting documents by the TENDERER or its designated agency.
- iv.) Payment shall be made in Indian Rupees. While making payment, necessary TDS, income tax and any other applicable tax, if any, shall be deducted.

SECTION-5
INSTRUCTIONS TO BIDDERS

SECTION - 5 Instructions to Bidders

5.1. General Instruction to Bidders

All information supplied by Bidders may be treated as contractually binding on the Bidders on successful award of the assignment by the TENDERER on the basis of this RFP. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the TENDERER. Any notification of preferred bidder status by the TENDERER shall not give rise to any enforceable rights by the Bidder. The TENDERER may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the TENDERER.

This RFP supersedes and replaces any previous public documentation, communications, and Bidders should place no reliance on such communications. The TENDERER may terminate the RFP process at any time and without assigning any reason. The TENDERER makes no commitments, express or implied, that this process will result in a business transaction with anyone.

5.2. Cost of Bidding

- 5.2.1 The Bidder shall bear all costs associated with the preparation and submission of the Bid. The TENDERER will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.
- 5.2.2 Bidder is requested to pay Rs. 17,700/- as a bid processing fee (Non-refundable) in the form of demand draft in favour of "Gujarat Informatics Ltd." payable at Ahmedabad/Gandhinagar along with the EMD cover. In case of nonreceipt of bid processing fees & EMD the bid will be rejected by GIL/Dept. of Science & Technology as non-responsive.

5.3. Bidding Document

Bidder can download the bid document and further amendment if any freely available on <https://www.gil.gujarat.gov.in> and <https://www.gil.nprocure.com> and upload the same on <https://www.gil.nprocure.com> on or before due date of the tender. Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submits a Bid not substantially responsive to the bidding documents in every respect may result in the rejection of the Bid. Under no circumstances physical bid will be accepted.

5.4. Clarification on Bidding Document

Bidders can seek written clarifications on or before pre-Bid to DGM (Tech), Gujarat Informatics Ltd., 2nd Floor, and Block No. 2, Karmyogi Bhavan, Gandhinagar 382010.

5.5. Amendment of Bidding Documents

At any time prior to the deadline for submission of bids, the TENDERER, for any reason, whether at its own initiative or in response to the clarifications requested by prospective bidders may modify the bidding documents by amendment & put on our websites.

All prospective bidders are requested to browse TENDERER'S website & any amendments/ corrigendum/ modification will be notified on the website and such modification will be binding on them.

To allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, the TENDERER, at its discretion, may extend the deadline for the submission of bids.

5.6. Language of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the TENDERER shall be in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in English. For purposes of interpretation of the bid, the translation shall govern.

5.7. Bid Security/ Earnest Money Deposit (EMD)

- 5.7.1. Bidders shall submit, along with their Bids, EMD of **Rs. 2,00,000/-**, in the form of a Demand Draft OR in the form of an unconditional Bank Guarantee by Bank Guarantee (which should be valid for 6 months from the last date of bid submission) of any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 (http://www.gil.gujarat.gov.in/grs/DMO_2173_16_Apr_2018_714.pdf) issued by Finance Department or further instruction issued by Finance department time to time; in the name of "Gujarat Informatics Ltd." payable at Gandhinagar (in the format specified in Format III) and must be submitted along with the covering letter.
- 5.7.2. EMD of all unsuccessful bidders would be refunded by GIL within 60 Days on selection of successful bidder.
- 5.7.3. The EMD of the successful bidder would be returned upon successful submission of Performance Bank Guarantee as per the format provided in Format IV
- 5.7.4. EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- 5.7.5. The bid / proposal submitted without EMD and Bid Processing fee, mentioned above, will be summarily rejected.
- 5.7.6. The EMD may be forfeited, In case of a Bidder if:
 - 5.7.6.1. The bidder withdraws its bid during the period of bid validity.
 - 5.7.6.2. The Bidder does not respond to requests for clarification of their Bid.
 - 5.7.6.3. The Bidder fails to co-operate in the Bid evaluation process.
 - 5.7.6.4. In case of successful bidder, the said bidder fails:
 - 5.7.6.4.1. Fails to sign the agreement in time
 - 5.7.6.4.2. Fails to submit performance bank guarantee

5.8. Late Bids

- 5.8.1. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be shall not be entertained and shall be REJECTED.
- 5.8.2. The bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

5.9. Section Comprising the Bids

- 5.9.1. The quotation should be scan-able and distinct without any option stated in.
- 5.9.2. All forms / Tables, duly filled-in with necessary proofs, as required and stated in the bid document & supporting documents for eligibility criteria should be uploaded. The bid uploaded shall have the following documents:
 - 5.9.2.1. **BID SECURITY SECTION:**

The bid security & bid processing fee (non-refundable) to be furnished to GIL office in the form of demand draft in favour of "Gujarat Informatics Ltd." payable at Ahmedabad/Gandhinagar before the last date and time of the bid submission
 - 5.9.2.2. **ELIGIBILITY SECTION**
 - 1.) Financial Details of the Bidder. (In the Prescribed Format: Format V)
 - 2.) Bidder's Experience. (In the Prescribed Format: Format VI)
 - 5.9.2.3. **PRICE BID SECTION:**

Priced bid (in the prescribed format only as given in this RFP)

Note:

Filling up prices anywhere other than the prescribed shall render the bidder disqualified.

- 5.9.2.4. **Annexures & Formats**
 - 5.9.2.4.1. Wherever a specific form is prescribed in the Bid document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information. Failing to submit the information in the prescribed format, the bid is liable for rejection.
 - 5.9.2.4.2. For all other cases, the Bidder shall design a form to hold the required information.
 - 5.9.2.4.3. TENDERER shall not be bound by any printed conditions or provisions in the Bidder's Bid Forms
- 5.9.3. The prices shall strictly be submitted in the given format. Quoted prices shall be without GST. The tax (GST) components as applicable shall be mentioned separately in the respective columns. Successful Bidder will have to supply/provide Services with an Invoice from a place located within State of Gujarat.
- 5.9.4. Prices shall be written in both words and figures. In the event of difference, the price in words shall be valid and binding. Arithmetical errors will be rectified on the following basis.
- 5.9.5. Offered price should be exclusive of all applicable taxes (anywhere in Gujarat state).

5.10. Bid Opening

- 5.10.1. Bids will be opened in the presence of Bidder's representatives, who choose to attend. The Bidder's representatives who are present shall sign a register evidencing their attendance.
- 5.10.2. In the event of the specified date of Bid opening being declared a holiday for the GIL, the Bids shall be opened at the appointed time and location on the next working day.
- 5.10.3. The Bidder's names, bid modifications or withdrawals, discounts and the presence or absence of relevant Bid security and such other details as the TENDERER officer at his/her discretion, may consider appropriate, will be announced at the opening.
- 5.10.4. Immediately after the closing time, the TENDERER contact person shall open the Un-Priced Bids and list them for further evaluation.
- 5.10.5. Bids that are not opened at bid opening shall not be considered further for evaluation.

5.11. Bid Validity

- 5.11.1. Bids shall remain valid for 180 days after the date of Bid opening prescribed by the TENDERER. A Bid valid for a shorter period shall be rejected as non-responsive.
- 5.11.2. In exceptional circumstances, the TENDERER may solicit 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 shall also be suitably extended. A Bidder's request to modify the Bid will not be permitted.

5.12. Contacting the Tenderer

- 5.12.1. Bidder shall not approach the TENDERER officers outside of office hours and/ or outside the TENDERER office Premises, from the time of the Bid opening to the time the Contract is awarded. Any effort by a bidder to influence the TENDERER officers in the decisions on Bid evaluation, bid comparison or contract award may result in rejection of the Bidder's offer. If the Bidder wishes to bring additional information to the notice of the TENDERER, it should do so in writing.

5.13. Rejection of Bids

The TENDERER reserves the right to reject any Bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

5.14. Bid Evaluation Process

- 5.14.1. The TENDERER will form a Committee which will evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, the TENDERER, may, at its discretion, ask the bidders for clarification of their Proposals.
- 5.14.2. The bidders are expected to provide all the required supporting documents & compliances as mentioned in this RFP.
- 5.14.3. During the evaluation, DST/GIL may seek the clarification in writing from the bidder, if required. If bidder fails to submit the required clarifications in due time, the evaluation will be done based on the information submitted in the bid.
- 5.14.4. The financial bid of the qualified bidders will be opened and financially L1 bidder will be decided from the sum total of prices (without tax) for all line items of the financial

Bid. GIL may negotiate the prices with L1 Bidder, under each item/head offered by Bidder.

5.15. Award of Contract

In case, the the L1 bidder does not accept the award of contract or found to be involved in corrupt and/or fraudulent practices, then in that case, the L2 bidder will be awarded the contract. Further, if the L2 bidder also declines, the tenderer may award the contract to the L3 bidder.

5.16. Notification of Award & Signing of Contract

- 5.16.1 Prior to expiration of the period of Bid validity, the TENDERER will notify the successful Bidders and issue Lol.
- 5.16.2 Within Seven (07) calendar days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the TENDERER along with contract Performance guarantee. The Performance Bank guarantee shall be equal to 10% of the contract value valid for duration of 180 days beyond the expiry of contract.

5.17. Force Majeure

5.17.1. Force Majeure shall mean any event or circumstances or combination of events or circumstances that materially and adversely affects, prevents or delays any Party in performance of its obligation in accordance with the terms of the Agreement, but only if and to the extent that such events and circumstances are not within the affected party's reasonable control, directly or indirectly, and effects of which could have prevented through Good Industry Practice or, in the case if construction activities through reasonable skill and care, including through the expenditure of reasonable sums of money. Any events or circumstances meeting the description of the Force Majeure which have same effect upon the performance of any contractor shall constitute Force Majeure with respect to the bidder. The Parties shall ensure compliance of the terms of the Agreement unless affected by the Force Majeure Events. The bidder shall not be liable for forfeiture of its implementation / Performance guarantee, levy of Penalties, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Agreement is the result of Force Majeure.

5.17.2. Force Majeure Events

The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the definition as stated above. Without limitation to the generality of the foregoing, Force Majeure Event shall include following events and circumstances and their effects to the extent that they, or their effects, satisfy the above requirements:

5.17.3. **Natural events** ("Natural Events") to the extent they satisfy the foregoing requirements including:

- 5.17.3.1 Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
- 5.17.3.2 Explosion or chemical contamination (other than resulting from an act of war);
- 5.17.3.3 Epidemic such as plague;

5.17.3.4 Any event or circumstance of a nature analogous to any of the foregoing.

5.17.4. If the Aadhaar Scheme/project is suspended by Law during the project tenure, it will be covered under Force Majeure clause and one Month notice will be provided. Payments will be done till the bidder is engaged by the department.

5.17.5. Other Events (“Political Events”) to the extent that they satisfy the foregoing requirements including:

5.17.5.1. Political Events which occur inside or Outside the State of Gujarat or involve directly the State Government and the Central Government (“Direct Political Event”), including:

- Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;
- Strikes, work to rules, go-slows which are either widespread, nation- wide, or state-wide or are of political nature;
- Any event or circumstance of a nature analogous to any of the foregoing.

5.17.6. FORCE MAJEURE EXCLUSIONS:

Force Majeure shall not include the following event(s) and/or circumstances, except to the extent that they are consequences of an event of Force Majeure:

5.17.5.1 Unavailability, late delivery

5.18.5.2 Delay in the performance of any contractor, sub-contractors or their agents;

5.17.7. PROCEDURE FOR CALLING FORCE MAJEURE:

The Affected Party shall notify to the other Party in writing of the occurrence of the Force Majeure as soon as reasonably practicable, and in any event within 05 (five) days after the Affected Party came to know or ought reasonably to have known, of its occurrence and that the Force Majeure would be likely to have a material impact on the performance of its obligations under the Agreement.

5.18. Contract Obligations

Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Bidder’s bid and all previous correspondence.

5.19. Amendment to the Agreement

Amendments to the Agreement may be made by mutual agreement by both the Parties. No variation in or modification in the terms of the Agreement shall be made except by written amendment Signed by both the parties. All alterations and changes in the Agreement will consider prevailing rules, regulations and laws applicable in the state of Gujarat.

5.20. Representations and Warranties

5.20.1. Representations and Warranties by the Selected Agency:

5.20.1.1. It is a company duly organized and validly existing under the laws of India and has all requisite legal power and authority and corporate authorizations to execute the Agreement and carry out the terms, conditions and provisions hereof. It has in full force and effect all requisite clearances, approvals and permits necessary to enter into the Agreement and perform its obligations hereof.

- 5.20.1.2. The Agreement and the transactions and obligations hereof do not contravene its constitutional documents or any law, regulation or government directive and will not contravene any provisions of, or constitute a default under, any other Agreement or instrument to which it is a party or by which it or its property may be bound or any of its obligations or undertakings by which it or any of its assets are bound or cause a limitation on its powers or cause it to exceed its authorized powers.
- 5.20.1.3. There is no pending or threatened actions, suits or proceedings affecting the Successful Bidder or its affiliates or any of their respective assets before a court, governmental agency, commission or arbitrator or administrative tribunal which affects the Successful Bidder's ability to perform its obligations under the Agreement; and neither Successful Bidder nor any of its affiliates have immunity from the jurisdiction of a court or from legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution or otherwise). The Successful Bidder confirms that all representations and warranties of the bidder set forth in the Agreement are true, complete and correct in all respects.
- 5.20.1.4. No information given by the Successful Bidder in relation to the Agreement, project documents or any document comprising security contains any material wrong-statement of fact or omits to state as fact which would be materially averse to the enforcement of the rights and remedies of TENDERER or which would be necessary to make any statement, representation or warranty contained herein or therein true and correct.

5.20.2. Representations and Warranties by the TENDERER

- 5.20.2.1. It has full legal right; power and authority to execute the said project and to enter into and perform its obligations under the Agreement and there are no proceedings pending.
- 5.20.2.2. The Agreement has been duly authorized, executed and delivered by the TENDERER and constitutes valid, legal and binding obligation of TENDERER.
- 5.20.2.3. The execution and delivery of the Agreement with the selected agency does not violate any statutory judgment, order, decree, regulation, right, obligation or rule of any court, government authority or arbitrator of competent jurisdiction applicable in relation to the TENDERER, its assets or its administration.

5.21. Resolution of Disputes

- 5.21.1 If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Agreement or regarding a question, including the questions as to whether the termination of the Contract Agreement by one Party hereto has been legitimate, both Parties hereto shall endeavour to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days], give 15 days' notice thereof to the other Party in writing.
- 5.21.2 In the case of such failure the dispute shall be referred to a sole arbitrator or in case of disagreement as to the appointment of the sole arbitrator to three arbitrators, two of whom will be appointed by each Party and the third appointed by the two arbitrators.
- 5.21.3 The place of the arbitration shall be Gandhinagar, Gujarat.

- 5.21.4 The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended.
- 5.21.5 The proceedings of arbitration shall be in English language.
- 5.21.6 The arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration procedure.
- 5.21.7 The Parties hereto shall submit to the arbitrator's award and the award shall be enforceable in any competent court of law

5.22. Books & Records

The selected agency shall maintain adequate Documents Related to project's materials & equipment's for inspection and audit by the TENDERER during the terms of Contract until expiry of the performance guarantee.

5.23. Performance Guarantee

- 5.23.1. The Selected agency shall furnish Performance Guarantee as provided in the bid document to the TENDERER for an amount equal to 10% of the value of Order.
- 5.23.2. The performance guarantee will be in the form of bank guarantee for the amount equal of 10% of the value of the Order / LOI towards faithful performance of the contract obligation, and performance of the equipment during Warranty period. In case of termination of contract, the TENDERER shall invoke the PBG.
- 5.23.3. The Performance Guarantee shall be valid for a period of 180 days beyond Contract period and shall be denominated in Indian Rupees and shall be in the form of an unconditional Bank Guarantee issued by all Public-Sector Banks / private banks having branch in Gandhinagar\Ahmedabad in the format provided by the TENDERER to be submitted Within 15 calendar days from the date of final work order.
- 5.23.4. The Performance Guarantee shall be discharged by the TENDERER and returned to the successful bidder within 30 calendar days from the date of expiry of the Performance Bank Guarantee.

5.24. Termination Clause

5.24.1. Termination by the TENDERER:

The TENDERER, reserves the right to suspend any of the services and/or terminate this agreement in the following circumstances by giving 30 days' notice in writing if: -

- 5.24.1.1. The bidder becomes the subject of bankruptcy, insolvency, and winding up, receivership proceedings;
 - 5.24.1.2. In case the TENDERER finds illegal use of hardware, software tools, manpower etc. that are dedicated to the project;
 - 5.24.1.3. If SLAs are not maintained properly and not provide services as per SLAs then TENDERER has right to foreclose contract.
 - 5.24.1.4. In case if UIDAI discontinues the project.
- 5.24.2. Termination by Successful bidder: The successful bidder reserves the right to suspend any of the Services and/or terminate the Agreement at any time with 30 days' notice if the payment to the selected is due for more than 2 (two) consecutive quarters.
- 5.24.3. Upon occurrence of an event of default as set out in Clause above, either party will deliver a default notice in writing to the other party which shall specify the event of default and give the other party an opportunity to correct the default.

- 5.24.4. Upon expiry of notice period unless the party receiving the default notice remedied the default, the party giving the default notice may terminate the Agreement.
- 5.24.5. During the notice period, both parties shall, save as otherwise provided therein, continue to perform their respective obligations under this Agreement and shall not, whether by act of omission or commission impede or otherwise interfere with party's endeavour to remedy the default which gave rise to the commencement of such notice period.
- 5.24.6. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.
- 5.24.7. In case of termination bidder will be paid for the work/services already delivered till the date of termination after deduction of penalties, if any.

5.25. Indemnification

Selected agency will defend and/or settle any claims against the TENDERER that allege that Bidder service and/or branded product as supplied under this contract infringes the intellectual property rights of a third party. Selected agency will rely on Customer's prompt notification of the claim and cooperation with our defence. Bidder may modify the product or service so as to be non-infringing and materially equivalent or we may procure a license. If these options are not available, we will refund to Customer the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. Bidder is not responsible for claims resulting from any unauthorized use of the products or services. This section shall also apply to deliverables identified as such in the relevant Support Material except that Bidder is not responsible for claims resulting from deliverables content or design provided by Customer.

5.26. Limitation of Liability

Selected agency's cumulative liability for its obligations under the contract shall not exceed the value of the charges payable by the TENDERER within the remaining duration of the contract term from the day claim is raised.

5.27. Confidentiality

- 5.27.1. Selected agency understands and agrees that all materials and information marked and identified by the TENDERER as 'Confidential' are valuable assets of the TENDERER and are to be considered GIL/DST proprietary information and property. Selected agency will treat all confidential materials and information provided by the TENDERER with the highest degree of care necessary to ensure that unauthorized disclosure does not occur. Selected agency will not use or disclose any materials or information provided by GIL/DST without its prior written permission.
- 5.27.2. Selected agency shall not be liable for disclosure or use of any materials or information provided by the TENDERER or developed by selected agency which is:
 - 5.27.2.1. Possessed by selected agency prior to receipt from the TENDERER, other than through prior disclosure by the TENDERER, as documented by selected agency's written records;
 - 5.27.2.2. Published or available to the general public otherwise than through a breach of Confidentiality; or

- 5.27.2.3. Obtained by selected agency from a third party with a valid right to make such disclosure, provided that said third party is not under a confidentiality obligation to the TENDERER; or
- 5.27.2.4. Developed independently by the selected agency.
- 5.27.3. If selected agency is required by judicial or administrative process to disclose any information or materials required to be held confidential hereunder, selected agency shall promptly notify the TENDERER and allow reasonable time to oppose such process before making disclosure.
- 5.27.4. Selected agency understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause the TENDERER irreparable harm, may leave the TENDERER with no adequate remedy at law and the TENDERER is entitled to seek to injunctive relief.
- 5.27.5. The TENDERER does not follow the practice of asking Confidential Information of selected agency, however if any confidential information is required/shared by the selected agency then selected agency must clearly marked it as "Strictly confidential". The TENDERER in turn will not share the same without prior concern of the selected agency.
- 5.27.6. Above mentioned "confidentiality clause" shall be applicable on both the parties i.e. the TENDERER and the successful bidder.

5.28. Service Terms

- 5.28.1. The entire scope of the work depends on the technical skill and experience in management of the same level or kind of capabilities.
- 5.28.2. It is mandatory for Bidder to deploy qualified professional to develop / modify, test, deploy & maintain the proposed applications, as defined under scope of work.
- 5.28.3. The Bidder must submit regular schedule of man power availability.
- 5.28.4. The Bidder will need to coordinate and approach various departments/Sub-departments/Boards/Corporations during this contract.
- 5.28.5. The Bidder is responsible to maintain documentation on the progress of the work and will have to update the same on regular basis. Bidder will have to submit the progress reports regularly, as per the guidelines issued by TENDERER from time-to-time.
- 5.28.6. TENDERER shall provide office space to the operational consultants in its own premise during project period. All other expenses related to transportation, consumables, stationary, printing, scanning, telephone, food, snacks, etc. in case required, must be completely borne by the Bidder as part of Contract Agreement.
- 5.28.7. The bidder shall ensure that security measures, policies and procedures implemented are adequate to protect and maintain the confidentiality of the Confidential Information. Bidder also agrees and acknowledges that it shall adhere to reasonable security practices over all sensitive personal information of the said project as prescribed by various rules under I.T. Act, 2000 (as amended from time to time)

5.29. Fraudulent and Corrupt Practices

- 5.29.1. Fraudulent practice means a misrepresentation of facts to influence a procurement process or the execution of a Contract 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 TENDERER of the benefits of free and open competition.

- 5.29.2. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of Contract execution.
- 5.29.3. The TENDERER will reject a proposal for award and may forfeit the EMD and/or Performance Bank Guarantee if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, contract(s).

5.30. Copyright and Intellectual Property Rights

- 5.30.1. The TENDERER will have exclusive right to use and own the application software (as customized from time to time), its source code along with further development rights and its derivatives. The software prepared cannot be used for any purpose whatsoever without the written consent of the TENDERER.
- 5.30.2. No software or services covered by the contract shall be developed or done by the company in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing of any patent right, trademark or Similar right, or of any charge, mortgage or lien. Vendor will indemnify the TENDERER for all such correspondence.

5.31. Approvals/Clearances

- 5.31.1. Necessary approvals/ clearances concerned authorities, for establishing the proposed project needs to be obtained by the selected agency.
- 5.31.2. Necessary approvals/ clearances from concerned authorities, as required, for fire protection, government duties / taxes needs to be obtained by the Selected bidder.

5.32. License Management

- a. All the software licenses should be in the name of the TENDERER
- b. The successful bidder shall avoid the unauthorized usage of Licensed Software. In the event of any claim asserted by Third Party of Infringement of Copyright, Patent or Trademark arising from the use of IT components or software, the bidder shall be entirely responsible to extinguish such a claim. If the bidder fails to comply and the TENDERER is required to pay the compensation to the Third Party resulting from such infringement, the Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees.

5.33. Extension of Work

At the end of the contract duration, i.e., 03 (three) years, performance of the selected bidder may be reviewed and, the contract may be extended up to 02 (Two) Years.
For extension up to 2 years, rates will be same. If extended beyond 2 years, rates may be increased up to 10% per resource.

5.34. SUPPORT FROM EXTERNAL AGENCY

Sub-letting/contracting of entire work or in part thereof is not permitted. The bidder needs to complete all the defined activities as per scope of work on its own. No Data/ Information should be sent out of the premise without obtaining prior written confirmation from the TENDERER. The successful bidder shall be allowed to obtain advisory support from within its organization towards legal or contractual vetting of drafts.

5.35. Intellectual Property Right

- All IPR in relation to project documents, assets, resources, designs, drawings etc. shall vest with the TENDERER, and the bidder shall not use any such for any other purpose, except for discharging his obligations under this bid.

5.36. USE OF AGREEMENT DOCUMENTS AND INFORMATION

- i.) The Bidder shall not without prior written consent from TENDERER disclose the Agreement or any provision thereof or any specification, plans, drawings, pattern, samples or information furnished by or on behalf of TENDERER in connection therewith to any person other than the person employed by the Bidder in the performance of the Agreement. Disclosure to any such employee shall be made in confidence and shall extend only as far as may be necessary for such performance.
- ii.) The Bidder shall not without prior written consent of TENDERER make use of any document or information made available for the project except for purposes of performing the Agreement.
- iii.) All project related documents issued by TENDERER other than the Agreement itself shall remain the property of TENDERER and Originals and all copies shall be returned to TENDERER on completion of the Bidder's performance under the Agreement, if so required by the TENDERER.

5.37. TAXES & DUTIES

- Bidder is liable for all taxes and duties etc. as may be applicable from time to time.

SECTION-6
FINANCIAL BID

Section - 6 FINANCIAL BID

FINANCIAL BID FORMAT

Schedule 1									
Sr. No .	ITEM	UoM	Qty. (In Nos.)	Year 1 Unit Price (In Rs. Without tax)	Year 2 Unit Price (In Rs. Without tax)	Year 3 Unit Price (In Rs. Without tax)	TOTAL Unit Price (In Rs. Without tax)	Total Price (In Rs. Without tax)	Rate of GST (%)
A	B	C	D	i	ii	iii	E (i+ii+iii)	F = D*E	G
1.	Team Leader	Nos	1						
2.	Technical Resource	Nos	2						
Grand TOTAL									

Note:

- Above charges should be exclusive of GST. The applicable rate of GST should be submitted separately in appropriate column.
- L1 will be the lowest Grand Total of Schedule I
- Actual payment will be made on quarterly basis.
- Any variation / new levy in tax structure levied by State/ Central Govt. shall be taken into account.

SECTION-7
ANNEXURES & FORMATS

Section – 7 Annexures & Formats

Format I

Proposal Covering Letter

(To be on the Bidder's letterhead duly Signed by Authorized Signatory)

Tender Ref No:

To

DGM (Tech)

Gujarat Informatics Ltd.

Block no. 2, 2nd floor, Karmyogi Bhavan,

Sector-10A, Gandhinagar

Ref: RFP for Selection of Agency to provide Technical support for UIDAI Project & related activities on behalf of Department of Science & Technology, Government of Gujarat

Dear Sir,

We (Name of the bidder) hereby submit our proposal in response to notice inviting tender date And tender document no. GIL\DST\UIDAI Tech. Support\2018 Dated: 28.11.2018 and confirm that:

1. All information provided in this proposal and in the attachments, is true and correct to the best of our knowledge and belief.
2. We shall make available any additional information if required to verify the correctness of the above statement.
3. Certified that the period of validity of bids is 180 days from the last date of submission of proposal, and
4. We are quoting for all the items (including services) as per the price bid format Section-VII as mentioned in the RFP.
5. We the Bidder are not under a declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies.
6. We have an office in the state and relevant documents for the same are attached. We undertake that if the local presence is not there in the state, that we shall establish an office at Gandhinagar/ Ahmedabad, within 45 days from the date of the award of contract.
7. Gujarat Informatics Limited may contact the following person for further Information regarding this tender:
-
 - a. Name & Designation:
 - b. Full address of office
 - c. Email ID & Contact No.
8. We are uploading our Response to the RFP (Eligibility, technical and financial bid documents) as per the instructions set out in this RFP.

Yours Sincerely,

(Signature)

Name of Authorized Signatory:

Designation:

Date:

Name of the bidder:

Format II
Format for Power of Attorney

(To be provided in original on stamp paper of value required under law duly Signed by 'bidder')

Dated:

POWER OF ATTORNEY
To Whomsoever It May Concern

Know all men by these presents, we _____ (name and registered office address of the Bidder) do hereby constitute, appoint and authorize Mr./Ms./Mrs. _____ (Name of the Person(s)), domiciled at _____ (Address), acting as _____ (Designation and the name of the firm), as Authorized Signatory and whose Signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for award of Contract "RFP for Selection of Agency to provide Technical support for UIDAI Project & related activities on behalf of Department of Science & Technology, Government of Gujarat" involving the deliverables including Provisioning for Software, Networking and IT infrastructure,

Implementation Services, Operations, Maintenance and support for at least 03 years as per location provided in RFP issued by GIL , vide RFP (Tender Document) Document No. _____ dated _____ , issued by Gujarat Informatics Limited, including Signing and submission of all documents and providing information and responses to clarifications / enquiries etc. as may be required by Gujarat Informatics Limited or any governmental authority, representing us in all matters before Gujarat informatics Limited, and generally dealing with GIL in all matters in connection with our Proposal for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For -----

(Signature)

(Name, Title and Address)

Accept (Attested Signature of Mr./Ms./Mrs. _____)

(Name, Title and Address of the Attorney)

Notes: To be executed by the Bidder - The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. - Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants(s).

Format III
Bank Guarantee format for Earnest Money Deposit

To
DGM (Tech)
Gujarat Informatics Ltd
Block no. 2, 2nd floor, Kamryogi Bhavan,
Sector-10A, Gandhinagar

Dated:

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the Tender no: GIL\DST\UIDAI Tech. Support\2018 for ----- KNOW ALL MEN by these presents that WE ----- having our registered office at ----- (hereinafter called "the Bank") are bound unto the _____, Gujarat Informatics Limited in the sum of ----- for which payment well and truly to be made to Gujarat Informatics Limited , the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day of ----- 2018.

THE CONDITIONS of this obligation are:

The EMD may be forfeited, In case of a Bidder if:

- 1) The bidder withdraws its bid during the period of bid validity.
 - a. The Bidder does not respond to requests for clarification of their Bid.
 - b. The Bidder fails to co-operate in the Bid evaluation process.
 - c. The bidder, fails to furnish Performance Bank Guarantee in time.
- 2) The bidder fails to Sign the contract in accordance with this RFP
- 3) The bidder is found to be involved in fraudulent and corrupt practices

We undertake to pay to the GIL up to the above amount upon receipt of its first written demand, without GIL having to substantiate its demand, provided that in its demand GIL will specify that the amount claimed by it is due to it owing to the occurrence of any of the above-mentioned conditions, specifying the occurred condition or conditions.

This guarantee will remain valid up to 6 months from the last date of bid submission. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the GIL and further agrees that the guarantee herein contained shall continue to be enforceable till the GIL discharges this guarantee The

Bank shall not be released of its obligations under these presents by any exercise by the GIL 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 GIL or any other indulgence shown by the GIL or by any other matter or things.

The Bank also agree that the GIL 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 TENDERER may have in relation to the SELLER's liabilities.

Dated at _____ on this _____ day of _____ 2018.

Signed and delivered by

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

Approved Bank: All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative & Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 (http://www.gil.gujarat.gov.in/grs/DMO_2173_16_Apr_2018_714.pdf) issued by Finance Department or further instruction issued by Finance department time to time.

Format IV
PERFORMANCE BANK GUARANTEE
(To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.

Date:

To,
DGM (Tech)
Gujarat Informatics Ltd
Block no. 2, 2nd floor, Karmyogi Bhavan,
Sector-10A, Gandhinagar

Dear Sir,

WHEREAS..... (Name of Bidder) hereinafter called "the Bidder" has undertaken, in pursuance of Agreement dated, (hereinafter referred to as "the Agreement for "RFP for Selection of Agency to provide Technical support for UIDAI Project & related activities on behalf of Department of Science & Technology, Government of Gujarat (**Tender No. GIL\DST\UIDAI Tech. Support\2018 Dated: 28.11.2018**) for the Department of Science & Technology, Government of Gujarat.

AND WHEREAS it has been stipulated in the said Agreement that the Bidder shall furnish a Bank Guarantee ("the Guarantee") from a scheduled bank for the sum specified therein as security for implementing PROJECT.

1. WHEREAS we _____ ("the Bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give the Gujarat Informatics Limited ("GIL") the Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

The Bank hereby irrevocably and unconditionally guarantees the payment of all sums due and payable by the Bidder to GIL under the terms of their Agreement dated _____. Provided, however, that the maximum liability of the Bank towards GIL under this Guarantee shall not, under any circumstances, exceed _____ in aggregate.

2. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from GIL in that behalf and without delay/demur or set off, pay to GIL any and all sums demanded by GIL under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from GIL to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address:

Attention Mr. _____.

3. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of _____ months from the date of its execution. The Bank shall extend the Guarantee for a further period which may be mutually decided by the bidder and GIL.

The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:

- Any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements.

- Any breach or non-compliance by the Bidder with any of the terms and conditions of any Agreements/credit arrangement, present or Future, between Bidder and the Bank.

4. The BANK also agrees that GIL 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 BIDDER and not withstanding any security or other guarantee that GIL may have in relation to the Bidder's liabilities.

5. The BANK shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of GIL or any other indulgence shown by GIL or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK.

6. This Guarantee shall be governed by the laws of India and the courts of Gandhinagar shall have jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this Day of,2018

Witness

(Signature)

(Name)

(Official Address)

(Signature)

Bank Rubber Stamp

(Name)

Designation with Bank Stamp
Plus Attorney as per Power of
Attorney No.

Dated:

Approved Bank: All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative & Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 (http://www.gil.gujarat.gov.in/grs/DMO_2173_16_Apr_2018_714.pdf) issued by Finance Department or further instruction issued by Finance department time to time.

Format V
Financial Details of the Bidder

Turnover (In Lakh)		
2015 – 16	2016 – 17	2017 – 18

Note:

1. Upload the audited financial statement/ audited annual report of the last three financial years.

Name:

Designation:

Signature of the Authorized Signatory (with seal):

Format VI
Bidder's Experience

DETAILS OF PAST EXPERIENCE

Sr #	Client Name & Address	Project Name	Contact details (Name, Designation, Phone No., Email ID)
1			
2			
3			

Note:

1. Upload the copy of successful work completion/Work in Progress certificates from client, Work Order/ Purchase Order, Self-certificate of completion or work order and phase completion certificate from client etc.

1. Please mention only those projects which meet the eligibility criteria bidder.

Name:

Designation:

Signature of the Authorized Signatory (with seal):

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.)			

ELIGIBILITY CRITERIA

Form No. A: Company Registration

Sr. No.	Name of Bidder	Certificate of Incorporation	Document Submitted or Not?
1			

Note: Please fill this form and upload the supporting documents.

Form No. B: Office in GUJARAT

Sr. No.	Address	Contact Person	Contact Nos.	Type of supporting document attached
1				
2				

Note: You may mention more than one office (if applicable) by adding multiple rows which may be added by "NUMBER OF ROWS TO ADD".

CONTRACT FORM

THIS AGREEMENT made on the _____ day of _____, 2018 ____ Between _____ (Name of purchaser) of _____ (Country of Purchaser) hereinafter "the Purchaser" of the one part and _____ (Name of Supplier) of _____ (City and Country of Supplier) hereinafter called "the Supplier" of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz., _____ (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of _____ (Contract Price in Words and Figures) hereinafter called "the Contract Price in Words and Figures" hereinafter called "the Contract Price."

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

TOTAL VALUE:

DELIVERY SCHEDULE:

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

Signed, Sealed and Delivered by the

Said _____ (For the Purchaser)

in the presence of _____

Signed, Sealed and Delivered by the

Said _____ (For the Supplier)

in the presence of _____
