

Tender for
DIGITAL SOLUTIONS
&
Selection of Service Provider
for
SPORTS AUTHORITY OF GUJARAT (SAG)

Tender No: SWT290619179

Bid Processing Fees: Rs. 2,000/-

Earnest Money Deposit: Rs. 1,00,000/-



Gujarat Informatics Ltd.
Block No. 2, 2nd Floor, C & D Wing,
Karmayogi Bhavan, Sector - 10 A,
Gandhinagar – 382010, Gujarat.
www.gil.gujarat.gov.in

Last Date of Submission of Bid : 16.07.2019 till 1500 hours

Last Date of Submission of Bid Processing Fees & EMD: 16.07.2019 till 1500 hours

Date of Opening of Bid : 16.07.2019 at 1600 hours

Abbreviation

SAG	Sports Authority of Gujarat
DST	Department of Science & Technology, GoG
GoG	Government of Gujarat
SDC	State Data Center
GIL	Gujarat Informatics Limited
ITB	Instruction to Bidder
EMD	Earnest Money Deposit
GCC	General Condition of Contract
SCC	Special Condition of Contract
PBG	Performance Bank Guarantee
TSP	Total Solution Provider
OCR	Optical character reorganization
SP	Service Provider

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1. SECTION 1: INVITATION FOR BIDS

Gujarat Informatics Limited on behalf of Sports Authority of Gujarat (SAG) online bids for “DIGITAL SOLUTIONS & Selection of Service Provider Selection of Service Provider for Sports authority of Gujarat (SAG)”

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 financial bid for the said work.

1. The bidders may download the tender document from website of Gujarat Informatics Limited (www.gil.gujarat.gov.in) as well as from <https://gil.nprocure.com>.
2. This RFP document is not transferable.
3. No Consortium will be allowed.
4. Bidders shall submit bid processing fees in the form of Demand Draft in the name of “Gujarat Informatics Ltd.” payable at Gandhinagar along with the covering letter.
5. Bidders shall submit Bid security/EMD of Rs. 1,00,000/- in the form of Demand Draft OR in the form of an unconditional Bank Guarantee (which should be valid for 12 months from the last date of bid submission) of any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2018/18/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 (as per prescribed format given at Section 10) and must be submitted along with the covering letter.
6. The sealed cover should be super scribe as “Bid Processing fees & Bid Security/EMD for the Request for Proposal for “DIGITAL SOLUTIONS & Selection of Service Provider Selection of Service Provider for Sports authority of Gujarat (SAG)”.

7. Important Information

Sl. No.	Information	Details
1.	Last date and time for submission of EMD/ Bid Security & Bid Processing fees in GIL physically along with original Annexure -1 .	16.07.2019 up to 1500 hrs.
2.	Last Date and Time for the Submission of Proposal online (Technical and Commercial) (Online)	16.07.2019 up to 1500 hrs.
3.	Place, Date and Time for opening of Technical Proposals	16.07.2019 at 1600 hrs. Gujarat Informatics Ltd.

		Block No. 2, 2nd Floor, C & D Wing, Karmayogi Bhavan, Sector - 10 A, Gandhinagar – 382010, Gujarat.
4.	Contact person for queries	DGM (App.), Gujarat Informatics Ltd Block No. 2, 2nd Floor, C & D Wing, Karmayogi Bhavan, Sector - 10 A, Gandhinagar – 382010, Gujarat.
5.	Address for communication	DGM (App.), Gujarat Informatics Ltd Block No. 2, 2nd Floor, C & D Wing, Karmayogi Bhavan, Sector - 10 A, Gandhinagar – 382010, Gujarat.
6.	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.
7.	Bid validity	180 days

8. Technical and Financial bids will be opened in the presence of bidders' or their representatives who choose to attend on the specified date and time.
9. Financial bids of only eligible bidder matching the pre-qualification criteria of the bids and qualify in presentation will be opened.
10. In the event of the date specified for receipt and opening of bid being declared as a holiday by Govt. of Gujarat, the due date for opening of bids will be the next working day at the appointed time.
11. GIL/SAG reserve the right to accept or reject any tender offer without assigning any reason.
12. Use & Release of Bidder Submissions:
GIL/SAG is not liable for any cost incurred by a bidder in the preparation and production of any proposal, the preparation or execution of any benchmark demonstrations, simulation or laboratory service or for any work performed prior to the execution of a formal contract. All materials submitted become the property of the GIL/SAG and may be returned at its sole discretion. The content of each bidder's proposal will be held in strict confidence during the evaluation process, and details of any Proposals will not be discussed outside the evaluation process.
13. The document/papers prepared in this connection shall be the property of the SAG/GIL and will have to be deposited with the SAG after the work is over.
14. Bid validity period is 180 days.

2. SECTION 2: INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

2.1 Source of Funds.

- 2.1.1 SAG is calling the DIGITAL SOLUTIONS & Selection of Service Provider for Sports Authority of Gujarat (SAG) as mention in the Scope of work.
- 2.1.2 The Work order for the required service will be placed on the selected service provider by SAG directly and the payment for the service mention in the said work order will be made directly by the SAG from their own source of fund as per financial terms and condition of RFP.

2.2 Pre-Qualification Criteria

The firm/company meeting the following eligibility criteria will be considered for further evaluation.

Sr. No.	Pre-Qualification Criteria	Attachments
1	Bidder should have turnover minimum Rs. 200 lacs in any one year from last two years.	CA certificate mentioning turnover of business of Software Application Development Services along with the copies of the audited Balance sheet and profit and loss accounts.
2	In any of last three years (i.e. 2016-2017, 2017-2018, 2018-2019) the bidder should have single work order comprising of the value Rs 25 lacs or above for web portal development (Work order only detailing website development will not be considered)	Copy of Work order / agreement / Contract letter.
3	Bidder should have at least manpower of 50 person having technical qualification of web development and designing as well as technical support for work under the tender	Self-certified statement to be submitted.
4	The Bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Gujarat or any of the PSU in the state of Gujarat. Certificate / affidavit mentioning that the Bidder is not currently blacklisted by Government of Gujarat or any of the PSU in the state of Gujarat is due to engagement in any corrupt & fraudulent practices.	Self-Declaration as Annexure-1

All Supporting Documents are to be uploaded in our e-Tendering website <https://gil.nprocure.com>

2.3 Cost of Bidding

- 2.3.1 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.

B. BIDDING DOCUMENTS

2.4 Contents of Bidding Documents

- 2.4.1 The bid must be submitted online on <https://gil.nprocure.com>
- 2.4.2 The 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 in format or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

2.5 Clarification of Bidding Documents

- 2.5.1 A prospective bidder requiring any clarification of the bidding documents may seek clarification of his/her query on the date indicated on RFP clause of this document. GIL/ SAG will respond to any request for the clarification of any bidding documents, which it receives during the meeting on the date mentioned on the RFP clause of this document GIL shall hold a pre-bid meeting with the prospective bidders on date & time given in Section 1.
- 2.5.2 The Bidders will have to ensure that their queries for pre-bid meeting should reach to Name, Address, Fax and email id of the officer mentioned by post, facsimile or email on or before on date & time given in Section 1.

Bidder's Request For Clarification			
Name of Organization submitting request		Name & position of person submitting request:	Address of organization including phone, fax, email points of contact
S.No.	Bidding Document Reference (Clause /page)	Content of RFP requiring clarification	Points of Clarification required
1			
2			

Gujarat Informatics Limited shall not be responsible for ensuring that the bidder's queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the GIL/SAG.

2.6 Amendment of Bidding Documents

- 2.6.1 At any time prior to the deadline for submission of bids, GIL/SAG may, for any reason, whether on its own initiative or in response to the clarification may change

their bidding document by amendment; the amendment will be uploaded online through www.gil.gujarat.gov.in & <https://gil.nprocure.com>.

- 2.6.2 In order to allow prospective bidders reasonable time to consider the amendments while preparing their bids, GIL/ SAG at its discretion, may extend the deadline for submission of bids.
- 2.6.3 At any time prior to the last date for receipt of bids, GIL may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a corrigendum.
- 2.6.4 Any such corrigendum shall be deemed to be incorporated into this RFP.

C. PREPARATION OF BIDS

2.7 Language of Bid

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

2.8 Documents Comprising the Bid

- 2.8.1 The bid prepared by the Bidder shall comprise of the following documents:
 - a. Cover of EMD and Bid Processing Fee (Physically at GIL)
 - b. Technical Bid and a Financial Bid completed in accordance with ITB Clauses 2.9, 2.10 and 2.11 (Online)
- 2.8.2 The bid documents and addendums (if any) together shall be considered as final and self-contained bid document notwithstanding any previous correspondence or document issued by GIL/SAG.

2.9 Bid Form

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

2.10 Bid Prices

- 2.10.1 The bidder shall indicate the prices in the format mentioned in the financial bid.
- 2.10.2 The following points need to be considered while indicating prices:
 - a) 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
 - b) The rates of any Indian duties, GST and other taxes which will be payable by the Client on the goods (if any) if this contract is awarded, should be quoted separately. The taxes will be extra and payable on invoice amount as on actual basis.
 - c) Invoicing shall be from Gujarat only.

2.10.3 The Bidder's separation of the price components in accordance with the ITB Clause 2.10.2 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.

2.11 Bid Currency

2.11.1 Prices shall be quoted in Indian Rupees only.

2.12 Period of Validity Bids

2.12.1 Bids shall be valid for 180 days after the date of bid opening. The GIL/SAG shall reject a bid valid for a shorter period as non-responsive.

2.12.2 In exceptional circumstances, the tendering authority 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.

2.12.3 Bid evaluation will be based on the bid prices without taking into consideration the above changes.

2.13 Format and Signing of Bid

2.13.1 Bidders have to submit the bids on the e-Tendering website <https://gil.nprocure.com>. All supporting documents in the form of scanned copies submitted online should have sign and seal of the bidder.

2.13.2 Before filling in any of the details asked, bidders should go through the entire bid document and get the required clarifications from GIL/ SAG during the pre-bid conference.

D. SUBMISSION OF BIDS

2.14 Sealing and Marking of Bids

2.14.1 All bids must be submitted online through <https://gil.nprocure.com> as per the formats mentioned therein using digital signatures.

2.14.2 Telex, cable, e-mailed or facsimile bids will be rejected.

2.15 Deadline for Submission of Bids

2.15.1 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.

2.15.2 GIL may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with ITB Clause 2.6, 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.

2.16 Late Bids

2.16.1 Any bid received by GIL after deadline for submission of bids prescribed by GIL pursuant to ITB Clause 2.15, will be rejected and /or return unopened to bidder.

2.17 Modification and Withdrawal of Bids

- 2.17.1 The bidder may modify or withdraw his bid before the last date of submission of bids through the e-Tendering website <https://gil.nprocure.com>
- 2.17.2 No bid may be modified subsequent to the deadline for submission of the bids.
- 2.17.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry period of the bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval shall result in the bidder's forfeiture of its bid security, pursuant to ITB clause 2.12.

E. OPENING AND EVALUATION OF BID

2.18 Opening of Bids by GIL

- 2.18.1 GIL will open all bids (only pre-qualification 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. 2, 2nd Floor, C & D Wing,
Karmayogi Bhavan, Sector - 10 A,
Gandhinagar – 382010, Gujarat.
- 2.18.2 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 the tendering Authority, the Bid shall be opened at the appointed time and location on the next working day.
- 2.18.3 The Bidder's names, bid modifications or withdrawals, bid prices and the presence or the absence of requisite bid security and such other details, as SAG, at his discretion, may consider appropriate, will be announced at the time of opening. No Bid shall be rejected at the opening, except for late bids, which shall be returned unopened to the bidders pursuant to ITB Clause 2.18.
- 2.18.4 Bids that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.
- 2.18.5 Financial bids of only those bidders who qualify on the basis of pre-qualification, technical bid (presentation/demonstration) will be opened in the presence of the qualified bidders or their representatives at pre-specified time and date which will be communicated to the qualified bidders well in advance.

2.19 Clarification of Bids

- 2.19.1 During evaluation of bids SAG/GIL may, at its discretion, ask the bidder for a clarification of its bid. SAG/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.

2.20 Preliminary Examination

- 2.20.1 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.

2.20.2 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.

2.20.3 Conditional bids are liable to be rejected.

2.21 Contacting GIL/SAG

2.21.1 Subject to ITB Clause 2.19, no Bidder shall contact GIL/SAG on any matter relating to its bid, from the time of the bid opening to the time of contract award. If he wishes to bring additional information to the notice of GIL/SAG, he should do so in writing. GIL/SAG reserves its right as to whether such additional information should be considered or otherwise

2.21.2 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.

F. AWARD OF CONTRACT

2.22 Post-qualification

2.22.1 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.

2.23 Award Criteria

2.23.1 Subject to ITB Clause 2.25, SAG will award the contract to the successful bidder decided as per the evaluation procedure mentioned in ITB clause no. 2.18 mentioned above.

2.23.2 SAG 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.

2.23.3 SAG reserves the right to award the contract in part to more than one bidder, provided further that the bidder(s) are determined to be qualified to perform the contract satisfactorily.

2.24 SAG/GIL's Right to Accept Any Bid and to reject any or All Bids

2.24.1 SAG/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's action.

2.25 Notification of Awards

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

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

2.26 Signing of Contract

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

2.27 Corrupt or Fraudulent Practices

- 2.27.1 SAG 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, SAG defines for the purposes of this provision, the terms set forth as follows:
- d) "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
 - e) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or an execution of a contract to detriment of the SAG/GIL and includes collusive practice among the bidders (Prior to or after the bid submission) designed to establish bid prices at artificial non-competitive level and to deprive the SAG/GIL of the benefit of the free and open competition.
- 2.27.2 SAG 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 contracting question.
- 2.27.3 SAG 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.
- 2.27.4 If any of the qualifying documents submitted by the bidder are found to be fraudulent or bogus at any time after the award of contract, the contract shall liable to be terminated with immediate effect.
- 2.27.5 If it is found that bidder have violated/ infringement of any Indian or foreign trademark, patent register, design, or other intellectual property rights, department shall terminate the contract of bidder and / or declare a firm ineligible and black listed either indefinitely or for stated period.

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

- 2.28.1 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.
- 2.28.2 SAG/GIL may issue clarifications to all the bidders as an addendum. Such an addendum shall form a part of the bid document /Contract document.

3. SECTION 3: GENERAL CONDITION CONTRACT.

3.1 Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:

- a) "The Contract" means the agreement entered into between SAG 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 "all the services mentioned in scope of work of this document"
- d) "GCC means the General Conditions of Contract contained in this section.
- e) "SAG" means client 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) The "Bid Document" and "Tender Document" are the same.
 - l) "The Project Site", wherever applicable, means the place or places where the work is to be executed.
- m) "Completion of work" means it should be certified by the authority considering the scanning and data entry work including design & development of software solution as proposed in the RFP/work order.
- n) "Office Completeness" means the site should be complete in all respects i.e.
 - Requisite Software is installed
 - Requisite Application Software is installed.
 - Requisite Manpower is deployed
 - The entire setup as defined in the scope of work has become functional & the transactions can be done on computers.

3.2 Application

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

3.3 Country of Origin

3.3.1 All Services rendered under the Contract shall have their origin in the member countries and territories eligible i.e. India

3.3.2 The origin of Services is distinct from the nationality of the service provider.

3.4 Standards

- 3.4.1 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.

3.5 Use of Contract Documents and Information

- 3.5.1 The service provider shall not, without SAG'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.
- 3.5.2 The service provider shall not, without SAG's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 3.5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of SAG and shall be returned (in all copies) to SAG on completion of the service provider's performance under the Contract if so required by SAG.
- 3.5.4 The Service Provider shall permit SAG/GIL to inspect the service providers accounts and records relating to performance of the service provider with regards to this contract and to have them audited by auditors appointed by SAG/GIL, if so required by SAG/GIL.
- 3.5.5 The bid and all materials submitted to the SAG/GIL must be considered confidential and must be submitted in sealed envelope clearly marked as "Confidential".

3.6 Patent Rights, Copy Right

- 3.6.1 The Service Provider shall indemnify SAG/GIL 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.

3.7 Earnest Money Deposited (EMD)/Bid Security

- 3.7.1 The bidder shall furnish, as part of its bid, an Earnest Money Deposit in the form of Demand Draft OR in the form of an unconditional Bank Guarantee (which should be valid for 12 months from the last date of bid submission) of any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMOdated 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 (as per prescribed format given at Section 10) and must be submitted along with the covering letter.

- 3.7.2 Proposals not accompanied by EMD shall be rejected as non-responsive.
- 3.7.3 The successful bidder's bid security will be discharged from GIL only after the signing of the contract and submission of performance security.
- 3.7.4 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.
- 3.7.5 The EARNEST MONEY DEPOSIT shall be forfeited:
 - 3.7.5.1 If a bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form;
 - 3.7.5.2 Or in case of a successful Bidder, if the Bidder fails to sign the Contract; or to furnish the performance security.
 - 3.7.5.3 No exemption for submitting the EMD will be given to any agency.

3.8 Performance Security/Performance Bank Guarantee (PBG)

- 3.8.1 The successful Bidder has to furnish a security deposit so as to guarantee his/her (Bidder) performance of the contract.
- 3.8.2 The Successful bidder has to submit Performance Bank Guarantee @ 10% of total order value within 15 days from the receipt of notification of award for the duration of warranty of 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/10/2018/18/DMO dated 16.04.2018 (http://www.gil.gujarat.gov.in/grs/DMO_2173_16_Apr_2018_71_4.pdf) issued by Finance Department or further instruction issued by Finance department time to time. (The draft of Performance Bank Guarantee is as per Section 11).
- 3.8.3 The Performance Security shall be in the form of Bank Guarantee valid for 9 months from the date of issue of work order.
- 3.8.4 The proceeds of the performance security shall be payable to the SAG as compensation for any loss resulting from the Service provider's failure to complete its obligations under the Contract.
- 3.8.5 The Performance Security will be discharged by SAG and returned to the Bidder on completion of the bidder's performance obligations under the contract.
- 3.8.6 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.
- 3.8.7 No interest shall be payable on the Performance Bank Guarantee amount. SAG 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.

3.9 Incidental Services

- The Service Provider is required to provide the following services, including additional services, if any.
- 3.9.1 performance or supervision of the on-site assembly and/or start-up of the supplied Goods;

- 3.9.2 furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- 3.9.3 furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
- 3.9.4 Performance or supervision or maintenance and/or repair of the supplied Goods, for the period of time mentioned in the tender notification.

3.10 Prices

- 3.10.1 Prices payable to the service provider as state in the contract shall be fixed during the performance of the contract.

3.11 Contract Amendments

- 3.11.1 Subject to GCC clause no, 3.13 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

3.12 Assignment

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

3.13 Delays in the Service Provider's Performance

- 1) Delivery of the Goods and performance of the Services shall be made by the Service Provider in accordance with the time schedule specified by GIL/SAG.
- 2) If at any time during performance of the Contract, the Service Provider or his sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Service Provider shall promptly notify GIL/SAG 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, GIL/SAG 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.
- 3) The bidders shall read & understand the requirements thoroughly & shall adhere to the schedule strictly. The supply, installation & commissioning of Hardware & software at all locations shall be completed within 15 days from the date of signing the Contract Agreement.

3.14 Termination for Default or otherwise

- 3.14.1 SAG 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:
 - a) 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 SAG; or
 - b) If the service provider fails to perform any other obligation(s) under the Contract.
 - c) If the service provider, in the judgment of SAG 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;”

- d) If the Service Provider fails to conform to the quality requirement laid down/third party inspection/consultants opinion.
- 3.14.2 If Bidder has 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.

3.15 Force Majeure

- 3.15.1 Notwithstanding anything contained in the tender, the SP 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.
- 3.15.2 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.
- 3.15.3 If a force Majeure situation arises, the service provider shall promptly notify SAG in writing within 10 days of such conditions and the cause thereof. Unless otherwise directed by SAG 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.

3.16 Termination for Insolvency

- 3.16.1 SAG 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 SAG.

3.17 Termination for Convenience

- 3.17.1 SAG 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 SAG'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.

3.17.2 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 SAG at the Contract terms and prices. For the remaining services, SAG may elect:

- a) To have any portion completed and delivered at the Contract terms and prices; and/or
- b) 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.

3.18 Resolution of Disputes

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

3.19 Governing Language

3.19.1 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.

3.20 Applicable Law

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

3.21 Taxes and Duties

3.21.1 Service providers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted software/ services to SAG. However, GST in respect of the transaction between SAG and the service provider shall be payable extra as on actual at the time of invoicing.

3.22 Binding Clause

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

3.23 Manpower Support:

3.23.1 The service provider will be bound to supply Support Manpower with good antecedents as specified in the Manpower deployment Plan.

3.23.2 All salaries and statutory benefits will have to be borne by the service provider & no payments will be made by these offices.

3.23.3 In case of absence of any of his employee, the service provider should provide alternative person the next day.

3.23.4 The service provider should ensure that the behavior of manpower is decent. The service provider will be held responsible for indecent behavior of manpower, & such employees should be immediately replaced when such matter is reported.

3.23.5 All statutory obligations of the service provider towards his employees shall be fulfilled by him and SAG shall not be responsible for any such obligations.

3.24 Intellectual Property Rights: -

3.24.1 SAG shall retain exclusive intellectual property rights to the software (including source code of customizations/ enhancements/ amendments done). The service provider is advised not to bring any software as base layer for future development as a solution. Final solution IPR will be sole and exclusive property of SAG, except BI tools, OS and DB. Service Provider will have no claim to any base layer or any other component.

3.24.2 SAG shall have full rights of sharing source code with Gujarat State Government Departments/Boards/Corporations./PSUs or other Gujarat's State Government Entity. The bidder will have no right to use it anywhere else without prior approval of SAG.

3.24.3 The SP shall indemnify FD 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.

3.24.4 While passing on the rights (license) of using any software/software tool, the SP shall ensure that such rights are inclusive of the use of that software for development in addition to deployment.

3.24.5 The software licenses supplied by SP shall be genuine, perpetual and full use. It should provide patches, fixes, security updates directly from the OEM at no additional cost to SAG for the entire period of contract. All the licenses and support should be in the name of Finance Department from the date of procurement.

3.24.6 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 India, the SP shall act expeditiously to extinguish such claim. If the SP fails to comply and SAG is required to pay compensation to a third party resulting from such infringement, the SP shall be responsible for the compensation including all expenses, court costs and lawyer fees. SAG will give notice to the SP of such claim, if it is made, without delay where upon SP shall reimburse.

3.25 GIL/ SAG, Gandhinagar, reserves the right: -

3.25.1 To vary, modify, revise, amend or change any of the terms and conditions mentioned above; or

3.25.2 To reject any or all the tender/s without assigning any reason whatsoever thereof or may terminate the tender process midway without assigning any reason.

3.25.3 The decision regarding acceptance of tender by GIL/SAG will be full and final.

3.25.4 Conditional tenders shall be summarily rejected.

3.25.5 SAG is free to phase out the work if it feels it necessary.

4. SCOPE OF WORK

4.1 EXISTING SYSTEM

Sports Authority of Gujarat maintains several websites including;

1. www.khelnmahakumbh.org – For Khelnmahakumbh
 - a. Registration
 - b. Winning Module
 - c. Manage Village, Taluka, District and State level
 - d. Volunteer Module
 - e. Bank Module
 - f. MIS Reports
 - g. Admin/District Sport Officer (DSO) Panel
2. www.khelgujarat.org – for various schemes of SAG
 - a. Registration (Summer Camp & Sport League)
 - b. MIS Reports
3. www.sportsauthorityofgujarat.in – for various schemes of SAG
 - a. Registration (Shaktidoot & other Schemes of SAG)
 - b. MIS Reports

Technology used:

Sr. No.	Website Name	Technology Used
1.	www.khelnmahakumbh.org	PHP, MySql, JQuery, HTML
2.	www.khelgujarat.org	Cake PHP, MySql
3.	www.sportsauthorityofgujarat.in	Word press, MySql
4.	Mobile Application	iOS, Android

4.2 Detailed Scope of Work

4.2.1 The basic scope for to be selected agency through this RFP is to maintain the existing applications as mentioned above including Mobile Application. To provide new User Interface of web applications and Mobile Application. Also, to enhance Registration Form time to time as per the requirements.

4.2.1.1 Maintenance & Enhancement of Existing Application & Website

- Manage registration of the players' individual or by schools in Khel-Mahakumbh 2018 using the registration details available.
- Add and/or Manage games as per the requirement of Khel Mahakumbh-2018 and end to end portal operation of all the games.
- Manage and migrate existing database of the portal to support high volume of data for Khel-Mahakumbh-2018 registration.
- Manage registration and winning module using scalable architecture as per the requirement of Khel Mahakumbh-2018.
- To design responsive layout for website
- Manage Native Mobile Application (Android and iOS) with more ease of operation for players for registration.
- Provide and Manage gateway for SMS and Email notification to the registrants.
- Software to handle high volume of concurrent users. Last year more than 40 lacs players registered during 45 days.
- Manage Real-time data feeds, reports and dashboards to showcase data stats
- Manage help line to support players' queries.
- Manage admin team to view data and run reports.
- Manage Volunteer details with Admin Panel
- Manage Bank details Include edit, update, delete detail
- Manage village master, Game Master, Taluka Master with Add, Edit and Delete
- Manage Player Master
- Manage web services as per requirement in CM Dashboard (KMK Data as well as SAG Scheme data)
- Manage New Report as the requirement in summer camp and sports league.
- Change GUI of Website as well as Mobile Application both IOS and Android

- Registration Form enhancement as per requirement time to time.
- Facility to display multiple year Record with player details.
- The bidder shall have to provide SSL for the existing application.
- Maintenance of websites
 - www.khelnmahakumbh.org
 - www.khelgujarat.org
 - www.sportsauthorityofgujarat.in
- Social Media Management
 - To attract the participants and publicity, SAG has accounts on FACEBOOK, TWITTER and YOUTUBE Channel which needs to be managed by the new bidder.
 - The bidder shall be responsible to create the relevant content and creative for SAG as and when required.

4.2.1.2 **Hosting Platform Services**

The bidder shall have to provide **highly scalable cloud-based platform** with redundancy and High Availability supported with 99.9% Uptime for the applications with economical hosting plan.

- The new hosting platform for the must be performance focused with high availability and scalability. The platform should be able to support up to 10,000 concurrent user's submissions and data fetching requests. The new platform must be able to easily scale up or down based on the visitor traffic a minimum requirement for the technology platform is:
 1. Linux based operating system with minimum 128 GB RAM.
 2. A Load balanced web-farm.
 3. A distributed caching mechanism
- Migrate the existing websites to a feasible platform, and all related support activities with minimal downtime
- Migrate content, historical data, reports, and winning module to the new environment
- Continue to support legacy environment during migration

4.2.1.3 **Dedicated Manpower Support:**

Over and above the management of the application both Web and Mobile, the bidder shall have to provide three dedicated manpower at SAG office for

- Social Media Management (1 resource)
- Technical support (2 resources) for 5 years

- Handholding support (2 resources) 4 months every year, over next 5 years during the khelmahakumbh registration event season

The dedicated manpower shall also be responsible to design pages as per other schemes for getting the data for SAG time to time during the contract period and other development and maintenance activities.

Here are the details of the required manpower

- **Software or IT related maintenance/ development onsite (2) :-** B.E Computers or CE or MCA or MSc IT or equivalent having experience of 5 years.
- **Social Media Management onsite (1):** - Graduate in IT/ Computer field with minimum 2 years' Experience of social media management.
- **Handholding Support onsite (2):** - Graduate in IT/ Computer field with minimum 2 years' Experience of giving handholding support to users.

4.2.1.4 **Design and develop dashboard for School, Player, DSO and Admin for Khelmahakumbh-2019 including one-year O&M**

4.2.1.4.1 **School Dashboard**

- 5.1.1.1 Display all player record with all details
- 5.1.1.2 School Dashboard also display player life cycle (Player Performance, Last year records and other details)
- 5.1.1.3 As per the winner school dashboard also display school points and overall performance of player
- 5.1.1.4 Customize report as per requirements.

4.2.1.4.2 **Player Dashboard**

- 5.1.1.5 Player Dashboard Display all detail of player team as well as individuals.
- 5.1.1.6 Display player Points, Last year records.
- 5.1.1.7 Display Registration Detail and print receipt.

4.2.1.4.3 **DSO Dashboard**

- 5.1.1.8 Live Monitoring System (Display Live Registration Data, Taluka wise, Game Wise, Age Group Wise)
- 5.1.1.9 Display All District School Details with their Player.

5.1.1.10 Add, Edit and Update Player, School and Other Details.

5.1.1.11 Dashboard Display Taluka, District Top 10 School As per Winner.

5.1.1.12 Customize reports as per requirements.

4.2.1.4.4 **Admin Dashboard**

5.1.1.13 Live Monitoring System (Display Live Registration Data, Taluka wise, Game Wise, Age Group Wise, District Wise)

5.1.1.14 Display Top 3 School (Taluka, District and State)

5.1.1.15 Volunteer Details (District and State Top 3)

5.1.1.16 Customize the Reports as per requirement.

4.2.1.5 **SMS & EMAIL NOTIFICATION**

- To send SMS messages and Email to enrolled players.
- Send bulk SMS notification at multiple stages of registration and participation
- Automated SMS to be triggered based on KPI thresholds

It is understood that SMS not delivered to DND-registered mobile numbers is beyond the control of the Bidder and they shall not be penalised for it.

4.2.1.6 **Time Line**

- **Maintenance & Enhancement of Existing Application & Website for next Khelmahakumbh-2019:**
 - The selected agency has to be ready with required enhancement as defined in the scope of work within one month from the date of award of work.
- **Design and develop dashboard for School, Player, DSO and Admin for Khelmahakumbh-2019**
 - The development activities shall have to complete within three-month' time from date of issue of work order.

5. SERVICE LEVEL AGREEMENT (SLA)

- **Operational Related Penalty -For Software Uptime**

Sr. No.	Measurement	Target	Penalty
1	<p>Product Availability Downtime required for maintenance, new initiatives undertaken by agency 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.</p>	<p>>= 99.99%</p>	<p>INR 5,000 for every 12 hours of downtime at a stretch or in parts monthly. And INR 500 for every subsequent hour of downtime at a stretch or in parts for total down time more than 12 hours monthly.</p>

- **New Development Related Penalty**

- In case of delay in development, 1% of total contract penalty per week of the total cost of new development work shall be levied up to maximum of 10%.

- **Penalty Clause: -**

- SAG reserves the right to impose penalty in case agency is not able to provide above mentioned Resources consistently and regularly. A penalty amounting to per day of his/her salary multiply by 1.5 times may be imposed by SAG. (As per Rates quoted by agency in financial bid).
- The department reserves the right to terminate the contract with one month notice if agency fails to satisfy the requirements after sufficient opportunities are provided for corrections. For that their Security Deposit (5 % of total contract value) will be forfeited.
- In case the agency wants to withdraw the contract their Security Deposit (5 % of total contract value) will be forfeited.

6. CONTRACT PERIOD

Initial contract period is for One year. The contract can be extended for further period of up to Five years based on the performance and delivery of the services satisfactorily. Yearly performance review shall be done before extension of the contract.

7. PAYMENT TERMS & CONDITIONS

Sr. No.	Activities	Payment Terms & Conditions
1	Maintenance & Enhancement of Existing Application & Website for next Khelmahakumbh-2018	Quarterly in equal instalment
2	Hosting Platform Services	<ul style="list-style-type: none">- 50% on go-live of application on hosting platform- 50% after completion of period of one year- Quarterly in equal instalment from second year onwards
3	Dedicated Handholding Support	Quarterly in equal instalment
4	Design and develop dashboard for School, Player, DSO and Admin for Khelmahakumbh-2019	<ul style="list-style-type: none">- 20% payment on submission of SRS and URS.- 30% payment on completion of design, development and Security audit of application by CERT-In.- 40% payment on Go-live of modules.- 10% payment after 2 months from go-live.
5	Handholding support	Quarterly in equal instalment

8. TECHNICAL BID EVALUATION METHODOLOGY

Parameter	Maximum Marks
<p>Total year of Experience of agency in similar works (Work orders/ Agreement to be submitted)</p> <ul style="list-style-type: none"> • Exp. up to 3 years to 5 years = 5 marks , • More than 5 years' experience = 10 marks 	10
<p>Turnover in last 3 years</p> <ul style="list-style-type: none"> • Rs.2 Cr to Rs.3 Cr = 5 marks, • Rs. 3 Cr to Rs. 5 Cr = 10 marks, • More than Rs.5 Cr. = 15 marks 	15
<p>Previous Experience with similar work of digital solution/web developing etc. in last 3 years.</p> <ul style="list-style-type: none"> • Up to 2 work orders = 5 marks after that per work order = 2 marks with maximum 15 marks 	15
<p>Previous Experience with similar work of social media management in last 3 years. Up to 2 work order = 5 marks</p>	5
<p>Previous Experience with work of Mobile application development/maintenance in last 3 years. Up to 2 work order = 2 marks after that per work order = 2 marks with maximum 10 marks</p>	10
<p>Experience of agency in similar works with Govt. in last 3 years. (Proof to be submitted)</p> <p>Minimum 2 to 3 works = 5 marks More than 3 works = 10 marks</p>	10
<p>Presentation of the agency</p> <ul style="list-style-type: none"> • Proposed team with relevant experience 	35

<ul style="list-style-type: none"> • Methodology Statement, Time Duration to Deliver & Work Plan • Demonstrated ability towards executing Digital Solutions and services and social media. • Demonstrated ability towards providing technical support to the end users for the digital solution • Demonstrated ability towards executing Mobile Application Development and maintenance for Android and iOS platform 	
TOTAL	100

In Prior to evaluations of the Financial Bid, for technical bid evaluation the shortlisted bidders of the pre-qualification criteria will be invited to make a presentation to The Sports Authority of Gujarat elaborating their credentials and methodology for the execution of the work envisaged.

The Bidders will be marked on the basis of the presentation made by them, clarity of the work plan presented by them and its concurrence to the scope of services envisaged in this document.

In the technical bid Bidders ranked on the criteria as aforesaid, all the Bidders who score 70 marks or more out of 100 shall be shortlisted for the next stage, i.e. evaluation of Financial Bids.

Lowest bidder (L1) in the financial bid will be awarded the work.

9. FINANCIAL BID FORMS

Sr. No.	Activities	Qty.	Unit Cost (Rs.)	Total Cost (Rs.)
		A	B	C=A*B
1	Yearly cost of Maintenance & Enhancement of Existing Application & other existing Websites	5 Years		
2	Yearly charges for Appropriate Cloud based Hosting Platform	5 Years		
3	Charges for Design and develop dashboard for School, Player, DSO and Admin including one-year O&M	5 years		
4	Man-month charges for Dedicated Manpower Support	60 months * 2 manpower		
5	Man-month charges for Dedicated Manpower Support for Social Media	60 months * 1 Manpower		
6	Man-month charges for Dedicated Manpower for Handholding Support	4 months * 2 Manpower		
7	Charges for Bulk SMS (Cost for up to 10,00,000 SMS will be counted for financial evaluation)	1		
8	Charges for Bulk Email (Cost for up to 10,00,000 Email will be counted for financial evaluation)	1		
	Total Amount			

Note:

- L1 will be the lowest sum total of rates of all line items without tax.
- All taxes are extra as applicable at the time of invoicing.
- **Increase or decrease of manpower is as per sole discretion of SAG.** The above quotes are being requested to know rates in case such a situation arises and for purposes of bid evaluation.

10. BID FORM

Date:

Tender No:

To,
DGM (App.)
Gujarat Informatics Limited
Block -2, 2nd Floor, Karmayogi Bhavan,
Sector - 10, Gandhinagar – 382010.
Gujarat, India.

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 Service Provider for Digitization of Records of SAG" 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 SAG.

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 _____ 2019

Signature

(in the capacity of)

Duly authorized to sign Bid for and on behalf of _____.

11. BIDDER'S AUTHORISATION CERTIFICATE

To,
Managing Director,
Gujarat Informatics Ltd.

<Bidder's Name> _____,
<Designation> _____ is hereby authorized to sign relevant documents on behalf of the company in dealing with tender of reference <tender Name, Dept & Date> _____. He is also authorized to attend meetings & submit technical & commercial information as may be required by you in the course of processing above said tender.

Thanking you,

Authorized Signatory

<Bidder's Name> Seal

12. FORMAT OF EARNEST MONEY DEPOSIT IN FORM OF BANK GUARANTEE

Ref:

Bank Guarantee No.

Date:

To,
DGM (App.)
Gujarat Informatics Limited
Block -2, 2nd Floor, Karmayogi Bhavan,
Sector - 10, Gandhinagar – 382010.
Gujarat, India.

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the Tender no: SWT290619179 for RFP for "Selection of Agency for DIGITAL SOLUTIONS & Selection of Service Provider for Sports Authority of Gujarat (SAG)" 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 -----
-----2019.

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/PURCHAER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

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

Dated at _____ on this _____ day of _____ 2019.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &
Its official Address

Approved Bank: Any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2018/18/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.

13. PERFORMANCE BANK GUARANTEE

To: _____

WHEREAS _____

(Name of Service provider) hereinafter called "service provider" has undertaken, in pursuance of Contract No. _____ dated _____ to render services for _____ hereinafter called "The Contract". AND

WHEREAS it has been stipulated by you in the said Contract that the SP shall furnish you with a Bank Guarantee by any 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) for the sum specified therein as security for compliance with the Supplier / SP's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier / SP a Guarantee:

WE, THEREFORE, hereby affirm that we are Guarantors and responsible to you, on behalf of the SP, up to a total of _____ (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the SP to be in default under the Contract and without cavil or arguments, any sum or sums within the limit of _____ (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand of the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____

Signature and Seal of Guarantors

Date _____

Address _____

Approved Bank: Any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2018/18/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.

14.ANNEXURE-1: SELF DECLARATION

(TO BE SUBMITTED PHYSICALLY ALONG WITH EMD & BID PROCESSING FEES)

AFFIDAVIT

(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

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.

I I We have submitted following Certificates I 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	

All the Certificates I Permissions I Documents I Permits I Affidavits are valid and current as on date and have not been withdrawn I cancelled by the issuing authority.

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 I Permissions I Documents I Permits I Affidavits is I are found to be invalid I wrong I incorrect I misleading I fabricated I expired or having any defect.

I I We further undertake to produce on demand the original Certificate I Permission I Documents I Permits for verification at any stage during the processing of the tender as well as at any time asked to produce.

I 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.

My I Our firm has not been banned I debarred I black listed at least for three years (excluding the current financial year) by any Government Department I State Government I Government of India I Board I Corporation I Government Financial Institution in context to purchase procedure through tender.

I I We confirm that I I We have meticulously filled in, checked and verified the enclosed documents I certificates I permissions I permits I affidavits I 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.

The above certificates/ documents are enclosed separately and not on the Proforma printed from tender document.

I 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].

I 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.

I / We have physically signed &stamped all the above documents along with copy of tender documents (page no. ---- to --).

I 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.

My I 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 .

I / We hereby commit that we have paid all outstanding amounts of dues ItaxesIcessIchargesIfees with interest and penalty.

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)