

Request for Proposal
For
Selection of Total Solution Provider to Study, Design, Development,
Implementation, Data Migration, Hand-Holding and Operation &
Maintenance Support
for
Miniature Version of Web Based Integrated Core-Banking/NBFC
Solution with Financial Accounting Management Information &
Decision Support System
(IFA & MIS)
For
Gujarat State Financial Services Ltd. (GSFS)
Tender No: SWT280721211

Bid Processing Fees: 17,700/- (Including G.S.T.) (Non-Refundable)
Earnest Money Deposit: 5,00,000/- (Refundable)
(Original self-declaration Affidavit shall be submitted along
with EMD & Bid processing fees physically at GIL)



Gujarat Informatics Ltd
Block No. 2, 2nd Floor,
C & D Wing, Karmayogi Bhavan
Sector - 10 A, Gandhinagar – 382010,
Gujarat. Ph. No. 23256022, Fax: 23238925.
www.gil.gujarat.gov.in

Last date of submission of pre-bid queries	:	09.08.2021 up to 1500 hrs
Date of pre-bid meeting	:	09.08.2021 up to 1500 hrs at GIL
Last date for submission of Bids (online)	:	23.08.2021 up to 1500 hrs
Date of opening of bids	:	23.08.2021 up to 1600 hrs

INDEX

SECTION I: INVITATION FOR BIDS (IFB)	6
SECTION II: INSTRUCTIONS TO BIDDERS (ITB)	9
A. Introduction	9
2.1 Source of fund	9
2.2 Pre-qualification Criteria	9
2.3 Cost of Bidding	10
B. THE BIDDING DOCUMENTS	10
2.4 Contents of Bidding Documents	10
2.5 Pre-Bid Conference/Clarification of Bidding Documents	10
2.6 Amendment of Bidding Documents	11
C. PREPARATION OF BIDS	11
2.7 Language of Bid	11
2.8 Documents Comprising the Bid	11
2.9 Bid Form	12
2.10 Bid Prices	12
2.11 Bid Currency	12
2.12 Period of Validity Bids	12
2.13 Format and Signing of Bid	13
D. SUBMISSION OF BIDS	13
2.14 Sealing and Marking of Bids	13
2.15 Deadline for Submission of Bids	13
2.16 Late Bids	13
2.17 Modification and Withdrawal of Bids	13
E. BID OPENING AND EVALUATION OF BIDS	13
2.18 Opening of Bids by GIL	13
2.19 Clarification of Bids	14
2.20 Preliminary Examination	14
2.21 Contacting GIL/GSFS	15
2.22 Methodology & Criteria for Technical, Commercial and Final evaluation	15
2.23 Post-qualification	18
2.24 Award Criteria	18
2.25 GSFS/GIL's Right to Accept Any Bid and to reject any or All Bids	18
2.26 Notification of Awards	18
2.27 Signing of Contract	18
2.28 Corrupt or Fraudulent Practices	18
2.29 Interpretation of the clauses in the Tender Document / Contract Document	19
SECTION III: GENERAL CONDITIONS OF CONTRACT (GCC)	20
3.1 Definitions	20
3.2 Application	20

3.3	Country of Origin	21
3.4	Standards	21
3.5	Use of Contract Documents and Information.....	21
3.6	Patent Rights, Copy Right	21
3.7	Intellectual Property Rights (IPR).....	21
3.8	Inspections and Tests	22
3.9	Application Security Audit:	22
3.10	Change Request	23
3.11	Earnest Money Deposit(EMD)/Bid Security	24
3.12	Performance Security/Performance Bank Guarantee (PBG)	24
3.13	Delivery and Documents	25
3.14	Prices.....	25
3.15	Assignment	25
3.16	Delays in the Supplier's Performance	25
3.17	Termination for Default or Otherwise.....	25
3.18	Force Majeure	26
3.19	Termination for Insolvency	26
3.20	Termination for Convenience	26
3.21	Resolution of Disputes.....	27
3.22	Governing Language	27
3.23	Applicable Law	27
3.24	Taxes and Duties.....	27
3.25	Binding Clause	27
3.26	Limitation of Liability.....	27
3.27	The GSFS, GoG the reserves the right	27
SECTION IV: SPECIAL CONDITIONS OF CONTRACT		28
4.1	Timelines for implementation	28
4.2	Payment Schedule	28
4.3	Service level Agreement and Penalty Clause	29
4.4	Service Provider's Integrity	33
4.5	Service Provider's Obligations	33
SECTION V: Scope of Work.....		34
5.1	Background:	34
5.2	Key Components of Scope of Work	35
5.3	GSFS Fund Based Services.....	35
5.4	Web Based Integrated Core-Banking/NBFC Solution with Financial Accounting Management Information & Decision Support System (IFA&MIS)	37
5.5	Training:.....	40
5.6	Operation and Maintenance Support	40
5.7	O & M Team with continuous development	41
5.8	Project Management Structure	41

5.9	Documentation	42
5.10	Technical Details:.....	43
5.11	Data Migration	43
5.12	Hosting of the web portal	44
SECTION VI: Forms of Qualification and Technical Bid		46
6.1	Form I: Bid Proposals Form	46
6.2	Form II: BIDDER'S CHECK LIST	47
6.3	Form III: Particular of Bidders Organization.	47
6.4	Form IV: Bid Processing Fees & EMD Details	48
6.5	Form V: Format for Financial Capability	48
6.6	Form VI: Detail of similar type of Project (Successfully Completed or Ongoing)	48
6.7	Form VII: Work Plan	48
6.8	Form VIII: Team Composition and Task Assignments and CVs of the proposed professional staff	49
6.9	Form IX: Description of the Approach, Methodology and Work Plan for Performing the Assignment	50
6.10	Form X: Bid Form	51
SECTION VII: FINANCIAL BID.....		52
Annexure A: Performance Bank Guarantee.....		56
Annexure B: Format of Earnest Money Deposit in the form of Bank Guarantee		58
Annexure C: Self Declaration		60

Abbreviations

GSFS	Gujarat State Financial Services Ltd
GoG	Government of Gujarat
GIL	Gujarat Informatics Limited
SDC	State Data Center
DST	Department of Science & Technology
ITB	Instruction to Bidder
TSP	Total Solution Provider
GOI	Government of India
EMD	Earnest Money Deposit
SD	Security Deposit
HoD	Head of the Department

SECTION I: INVITATION FOR BIDS (IFB)

On behalf of Gujarat State Financial Services Ltd, Government of Gujarat, Gujarat Informatics Limited invites online bids “To Design, Develop, and implementation of the Miniature Version of Web Based Integrated Core-Banking/NBFC Solution with Financial Accounting Management Information & Decision Support System (IFA & MIS) for GSFS”

GSFS is categorized by RBI as ‘Systemically Important Non Deposit Taking Non Banking Finance Company (NBFC ND-SI)’ wherein only Government of Gujarat (GoG) entities can place their funds in the form of Inter Corporate Deposits (ICDs) and Liquid Deposit Scheme (LDS). GSFS provides these funds as loans to other GoG entities and invests the remaining funds in approved instruments. Unlike banks, GSFS carries out its functions from a single location. i.e. although GSFS operations are similar to that of banks, GSFS is not a bank and therefore, the proposed software solution may not be a full-fledged banking software but a limited NBFC software.

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.gujaratinformatics.com) as well as from <https://gil.nprocure.com>.
2. Interested and eligible bidders are required to upload the single Technical and Commercial Bid in two separate sections. The technical and commercial bids should be accompanied by a bid security & bid processing fees (non-refundable) as specified in this Bid Document. The Technical and Commercial Bid must be uploaded to <https://gil.nprocure.com> and 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.
3. This RFP document is not transferable.
4. Minimum absolute technical score to qualify for commercial evaluation is 60.
5. Bidders shall submit bid processing fees of Rs. 17,700/- in the form of Demand Draft in the name of “Gujarat Informatics Ltd.” payable at Gandhinagar along with the covering letter.
6. Bidders shall submit bid security/EMD of Rs. 5,00,000/- in the form of Demand Draft OR in the form of an unconditional Bank Guarantee (which should be valid for 9 months from the last date of bid submission) of any Nationalized Bank 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/10/2020/42/DMO dated 19.10.2020 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 in this document) and must be submitted along with the covering letter.
7. The sealed cover should super scribe as “Bid Processing fees & Bid Security/EMD for the Request for Proposal for “To Design, Develop, and implementation of the Miniature Version of Web Based Integrated Core-Banking/NBFC Solution with Financial Accounting Management Information & Decision Support System (IFA & MIS) for GSFS”

8. Important Information

Sl. No.	Information	Details
1.	Date of Issue of Tender Document	28.07.2021
2.	Last date and time for submission of written queries for clarifications	09.08.2021 at 1500 Hrs
3.	Pre-Bid meeting Date, Time and Venue	09.08.2021 at 1500 Hrs Conference Room, Gujarat Informatics Ltd. Block No 2, 2 nd Floor, Karmayogi Bhavan, Sector 10-A Gandhinagar
4.	Last date and time for submission of DDs of EMD & Bid Processing fees and Technical Bid Documents in GIL physically.	23.08.2021 at 1500 Hrs
5.	Last date and time for submission of proposals (Technical and commercial) (Online)	23.08.2021 at 1500 Hrs
6.	Place, date and time for opening of Technical proposals	23.08.2021 at 1600 Hrs Conference Room, Gujarat Informatics Ltd. Block No. 2, 2 nd Floor, C & D Wing, Karmayogi Bhavan, Sector - 10 A, Gandhinagar – 382010- Gujarat.
7.	Place, date and time for technical Presentation	To be intimated later
8.	Contact person for queries and communications	Jasvantm@gujarat.gov.in Executive, GIL 079-23259231 ddict-gil@gujarat.gov.in Deputy Director, GIL Address: Gujarat Informatics Ltd. Block No. 2, 2 nd Floor, C & D Wing, Karmayogi Bhavan, Sector - 10 A, Gandhinagar – 382010- Gujarat.
9.	Place, date and time for opening of financial/commercial proposal	The place, date and time for opening of financial/commercial proposal will give to the technically qualified bidder later on.

9. Technical bids will be opened in the presence of bidders' or their representatives who choose to attend on the specified date and time.
10. Financial bids of only those bidders who got 60% score in technical bids will be opened.
11. In the event of the date specified for receipt and opening of bid being declared as a holiday for GSFS, the due date for submission of bids and opening of bids will be the following working day at the appointed time.
12. GSFS/GIL reserve the right to accept or reject any tender offer without assigning any reason.
13. The document/papers prepared in this connection shall be the property of the GSFS/GIL and will have to be deposited with the GSFS after the work is over.

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

A. Introduction

2.1 Source of fund

- 2.1.1 GSFS is calling Selection of Total Solution Provider “To Design, Develop, and implementation of the Miniature Version of Web Based Integrated Core-Banking/NBFC Solution with Financial Accounting Management Information & Decision Support System (IFA & MIS), Gujarat.
- 2.1.2 The Work Order will be placed to the selected service provider by GSFS directly and the payment for the services mentioned in the said work order will be made directly by GSFS from their own sources of funds as per the financial terms and conditions mentioned in this document.

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	The bidder should be a Company or LLP registered under Companies Registration act 1956/2013 or LLP Act, 2008 and must have 5 years of existence in India as on bid submission date	Valid copy of the Certificate
2	The bidder should be CMMi Level 5 and ISO 9001:2015 (or latest certified).	Valid copy of Certification
3	Annual Turnover generated from IT software development/implementation related services / IT services during each of the last three financial years (2018-19, 2019-20 and 2020-21) should be at least Rs. 100 Crores or cumulative of Rs. 300 crores in last three years (2018-19, 2019-20 and 2020-21).	Copy of the last three years audited financial statements Audited Balance Sheet along with separate CA Certified Statement.
4	The bidder should have demonstrable expertise and experience in providing and customizing Solution. The bidder must have successfully completed 2 (two) projects & 2 (Two) ongoing projects of Banking/Insurance Sector/NBFC software for in last 8 years from the date of bid submission date for which the cost of project should not have been less than Rs. 5 Crore.	Document required For, 1. Completed Project: Clients' completion certification/letter with work order/letter with scope of work. 2. Ongoing project: work order/ scope of work with client certificate. For Above document, Tenderer(GSFS) will sign NDA with vendor/SI if required
5	The Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Gujarat and / or black-listed by Gujarat Government departments during last 3 Year.	Self-Declaration as attached/affidavit

6	The bidder must have one office in Gujarat. In case, bidders do not have office in Gujarat, bidder should give undertaking to open office in Gujarat within 45 days from the date of empanelment.	Please attach the copy of any two of the following: Property tax bill/ Electricity Bill/Telephone Bill/VAT/CST Registration/ Lease agreement.
7	No Consortium will be allowed.	Self-declaration

Note: In case if Tenderer finds that submitted documents are insufficient then bidder is expected to give additional documents to confirm eligibility based on request from Tenderer.

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. THE 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 Pre-Bid Conference/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/GSFS 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			
3			
4			

- 2.5.3 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/GSFS.

2.6 Amendment of Bidding Documents

- 2.6.1 At any time prior to the deadline for submission of bids, GIL/GSFS 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 <https://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/ GSFS 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.

2.8 Documents Comprising the Bid

- 2.8.1 The bid prepared by the bidder shall comprise of the following documents:
- Cover of EMD, Bid Processing Fee and Affidavit (Physically at GIL)
 - Technical Bid and a Financial Bid completed in accordance with ITB Clauses 2.9, 2.10 and 2.11
 - Bid security furnished in accordance with GCC Clause 3.11.

- iv. The bid security as mentioned in Section 1, document processing fee & bid security (earnest money deposit) are to be submitted in physical form in the form of Demand Draft favoring “Gujarat Informatics Ltd” payable Gandhinagar.
- v. The Qualification Criteria, Technical Bid and Financial Bid must be submitted online through the e-Tendering website of <https://gil.nprocure.com> using digital signatures.

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, VAT and other taxes which will be payable by the client on the goods/services (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 of Financial Bid. The GIL/GSFS 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 The bidders have to submit the bid on the e-Tendering website <https://gil.nprocure.com>. All supporting documents in the form of scanned copies submitted online should have sign and seal of the bidder.
- 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/ GSFS 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 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 Late bids will be rejected and returned unopened to the 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 bids.
- 2.17.3 No bid may be withdrawal in the interval between the deadline for submission of bids and the expiration of the period of the bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB Clause 2.15.

E. BID OPENING AND EVALUATION OF BIDS

2.18 Opening of Bids by GIL

- 2.18.1 GIL will open all bids (only eligibility stage 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

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

- 2.18.2 The Bidder's names, bid modifications or withdrawal, bid prices, discounts, and the presence or the absence of requisite bid security and such other details, as GIL, at its discretion, may consider appropriate, will be announced at the time of opening.
- 2.18.3 Bids that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances.
- 2.18.4 Financial Bids of only those bidders who qualify on the basis of evaluation of technical bid will be opened in the presence of the qualified bidders of their representatives at pre-specified time and date which will be communicated to the qualified bidders well in advance.
- 2.18.5 The bids will be evaluated on a Quality and Cost Based Selection [QCBS] basis. The proposals will be ranked according to their combined technical and financial scores using weights.

2.19 Clarification of Bids

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

2.21.1 Subject to ITB Clause 2.23, no Bidder shall contact GSFS on any matter relating to its bid, from the time of the bid opening to the time of contract is awarded. If he wishes to bring additional information to the notice of GSFS, he should do so in writing. GSFS reserves its right as to whether such additional information should be considered or otherwise. Any effort by a Bidder to influence GIL/GSFS 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.

2.22 Methodology & Criteria for Technical, Commercial and Final evaluation

2.22.1 The bidders are expected to provide all the required supporting documents & compliances as mentioned in this RFP. The bidder shall quote having full compliance with all the guiding principles and minimum specifications as mentioned in this RFP. Any deviation from the same will lead to the disqualification.

2.22.2 The technical evaluation of bids will be done based on following three components only for those bidders who satisfy all the Eligibility Criteria (ITB Clause No. 2)

- Technical Bid Document
- Approach & Methodology Document
- Presentation on Approach & Methodology

2.22.3 During the technical evaluation, GIL/GSFS may seek the clarification in writing from the bidder, if required. If bidder fails to submit the required clarifications in due time, the technical evaluation will be done based on the information submitted in the technical bid. The price bid will be opened of the bidders whose technical bids are fully complied and who have scored 60 in technical evaluation. At any point of time, if GIL/GSFS feels that the bidder is hiding any information which will affect the project cost in short or long run, GIL/GSFS may reject his bid without assigning any reason or explanation.

2.22.4 Price quoted in the financial bid will be final. Bidder is required to fulfill all obligations as required in the bid as per the prices quoted in the financial bid, for the proposed scope of work and bill of material, applicable taxes or missing component(s), if any for which the description is there in technical response but price is not provided in the financial sheet. Price will be appropriately loaded for the missing tax components/missing components that in the understanding of the evaluators is found to be missing from the proposed bill of material except in case where there is a written justification provided in the technical bid response. Basis of loading shall be the highest cost quoted by the bidders.

2.22.5 For evaluation of Financial Bids, the without tax values will only be considered for comparison.

2.22.6 The following criteria shall be used to evaluate the technical bids.

Sr. No.	Criteria	Max Points	Point system (#)
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1.	Profile of firm / company		
	Full-time professional resources / staff engaged in Software/application development/implementation	15	100-300 staff – 5points 301-500 staff – 10 points > 500 staff – 15 points (Certificate from HR should be provided by the bidder.)
	Average Turnover of company in last three financial years (in Rs.) as on 31st March 2021 from IT software development/implementation related services / IT services activities.	15	100 to 150 crores – 5 points 151 to 200 crores – 10 points >200 crores – 15 points (CA Certificate should be provided by the bidder)
3.	Successful implementation & operationalized project of Banking/ Insurance Sector /NBFC solution in last 8 years from the date of bid submission date for which the cost of project should not have been less than Rs. 5 Crore.	20	1 project – 10 points 2 – 4 projects- 15 points ≥ 5 projects - 20 points (Copy of work order OR client completion certificate should be provided by the bidder.) For Above document, Tenderer(GSFS) will sign NDA with vendor/SI if required
4.	Technical Presentation	50	As per 2.22.7
Total		100	
Minimum Qualifying Scores		60 %	

Note: (#) Bidders are expected to provide additional documents as per request from Tenderer.

2.22.7 Technical Presentation

On the prescribed date and time, the bidder shall make a technical presentation covering following areas:

S No.	Parameter	Marks
1.	Understanding of Scope of Work	10
2.	Proposed Solution/Tools/Technologies used for design, development and customization, security conformance to industries standard	10
3.	Implementation Strategy (Approach & Methodology), Data management and migration strategy), Scalability of Software, Risk and mitigation Plan, Plan to handle multiple stakeholders	10
4.	Proposed Team for project (Development, Deployment, Handholding and O & M)	5
5.	Ease of Usage, Ease of Customization, Modular approach	5
6.	Methods of report generation including method of exporting the same	5
7.	Value Addition	5
TOTAL		50

2.22.8 Technical Bid Evaluation:

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

Tb: Absolute Technical Score

Tmax: Maximum Technical Score

Tn: Normalized technical score of the bidder under Consideration

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

2.22.9 Financial Bid evaluation:

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

Fn = normalized financial score for the bidder under consideration

Fb = commercial quote for the bidder under consideration

Fmin = commercial quote of the lowest evaluated financial proposal

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

Normalized Financial Score (Fn) = $100 \times Fmin / Fb$

2.22.10 Final Evaluation of Bid

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

Final Score (S) = $Tn \times T + Fn \times P$

The bidder achieving the highest combined technical and financial score will be invited for negotiations for awarding the contract. In case of a tie where two or

more bidders achieve the same highest combined technical and financial score, the bidder with the higher normalized technical score will be invited first for negotiations for awarding the contract.

F. AWARD OF CONTRACT

2.23 Post-qualification

2.23.1 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.

2.24 Award Criteria

2.24.1 Subject to ITB Clause 2.26, GSFS will award the contract to the successful bidder decided as per the evaluation procedure mentioned in ITB clause no. 2.22 mentioned above.

2.24.2 GSFS 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.

2.25 GSFS/GIL's Right to Accept Any Bid and to reject any or All Bids

2.25.1 GSFS/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 GSFS/GIL action.

2.26 Notification of Awards

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

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

2.27 Signing of Contract

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

2.27.2 Within 15 days of receipt of the contract form, the successful bidder shall sign and date the contract and return it to GIL/GSFS.

2.28 Corrupt or Fraudulent Practices.

2.28.1 GIL/GSFS 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, GIL/GSFS defines for the purposes of this provision, the terms set forth as follows:

- a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the GIL/GSFS official in the procurement process or in contract execution; and
- b) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of GIL/GSFS, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at

artificial noncompetitive levels and to deprive GIL/ GSFS of the benefits of the free and open competition.

- 2.28.2 GIL/GSFS 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 GIL or black listed by any of the GIL/Government of Gujarat in competing for the contract in question.
- 2.28.3 GIL/GSFS 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 GIL.
- 2.28.4 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.
- 2.28.5 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.

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

- 2.29.1 In case of any ambiguity in the interpretation of any of the clauses in Bid Document or the Contract Document, the GIL/GSFS interpretation of the clauses shall be final and binding on all parties.
- 2.29.2 However, in case of doubt as to the interpretation of the bid, the bidder may make a written request prior to the date of clarifications and doubts conference to:

a) DGM (Application Development)
Gujarat Informatics Ltd,
Block No. 2, 2nd Floor,
C & D Wing, Karmayogi Bhavan,
Sector - 10 A, Gandhinagar - 382010
Gujarat.

- 2.29.3 GIL/ GSFS may issue clarifications to all the bidders as an addendum. Such an addendum shall form a part of the bid document.

SECTION III: GENERAL CONDITIONS OF CONTRACT (GCC)

3.1 Definitions

(In this Contract, the following terms shall be interpreted as indicated)

- a) “Applicable Law” means the laws and any other instruments having force of law in India from time to time.
- b) “Proposal/bid” means proposal submitted by bidders in response to the RFP issued by GSFS for selection of Service Provider to Design, Develop, and implementation of the Miniature Version of Web Based Integrated Core-Banking/NBFC Solution with Financial Accounting Management Information & Decision Support System (IFA & MIS) for GSFS”
- c) “Competent Authority” means the GSFS.
- d) “Committee” means committee formed by the GSFS for the purposes of processing and evaluation of this bid
- e) “Contract Value” means the price payable to the selected firm/company under the Contract for the complete and proper performance of its contractual obligations.
- f) “Service Provider” means any private or public entity, which will provide the services to GSFS under the contract.
- g) “Contract” means the Contract signed by the parties along with the entire documentation as specified in the RFP
- h) “Day” means working day.
- i) The “Bid Document” and “Tender Document” are same
- j) “Effective date” means the date from which the contract comes into force and effect.
- k) “Government” means State Government of Gujarat.
- l) “GSFS” means Gujarat State Financial Services Ltd., Government of Gujarat.
- m) “Product” means a final solution after Development/Customization of application as per requirement of the GSFS.
- n) “Rules” means the applicable rules under different statutes, Acts, Rules, Government Resolutions, Circulars in relation to personal management of employees in Gujarat Government.
- o) “GIL” means Gujarat Informatics Limited, Block No. 2, 2nd Floor, C & D Wing, Karmayogi Bhavan, Sector - 10 A, Gandhinagar – 382010, Gujarat.
- p) “Personnel” means professional and support staff provided by the TSP and assigned to perform services to execute an assignment and any part thereof.
- q) “Services” means the work to be performed by the SP pursuant to the selection by GSFS and to the contract to be signed by the parties in pursuance of any specific assignment awarded to them by GSFS.
- r) “Go Live” means successful completion of UAT, FAT (Min. 90% functionality), Security Audit, EQDC testing, Data Migration, Training, Documentation, Automatic back up system, actual implementation of Disaster Recovery Server and Implementation of Software.

3.2 Application

- 3.2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

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 GSFS 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 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of GSFS and shall be returned (in all copies) to GSFS on completion of the service provider's performance under the Contract if so required by GSFS.
- 3.5.3 The service provider shall permit GSFS to inspect the service provider's accounts and records relating to the performance of the service provider and to have them audited.

3.6 Patent Rights, Copy Right

- 3.6.1 The Service Provider shall indemnify GSFS/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 Intellectual Property Rights (IPR)

- 3.7.1 The application developed by Service Provider under the contract will be the exclusive property of GIL/GSFS.
- 3.7.2 The IPR/Source code of all the software code, data, algorithms, documentations, manuals, any other documents etc. generated as part of development of this project shall solely rest with GSFS, Govt. of Gujarat. There would be a property of GSFS.
- 3.7.3 All the deliverable and Application Software developed by service provider for GSFS, then the copyright/IPR of that software/deliverable will be with the GSFS.

The bidder shall not sell or use (fully/partly) that software for service of other customers without written consent from GSFS, Government of Gujarat.

- 3.7.4 While passing on the rights (license) of using any software/software tool, the service provider shall ensure that such rights are inclusive of the use of that software for development in addition to deployment and the cost of the same should be included in the financial bid.
- 3.7.5 The software licenses supplied by service provider shall be genuine, perpetual, full use and should provide patches, fixes, security updates directly from the OEM at no additional cost to the GSFS for the entire period of contract. All the licenses and support should be in the name of Gujarat State Financial Services Ltd. from the date of procurement
- 3.7.6 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 service provider shall act expeditiously to extinguish such claim. If the service provider fails to comply and GSFS is required to pay compensation to a third party resulting from such infringement, the service provider shall be responsible for the compensation including all expenses, court costs and lawyer fees. GSFS will give notice to the service provider of such claim, if it is made, without delay
- 3.7.7 The GSFS shall have the unrestricted right to deploy or application software and the documentation related thereto, in any Gujarat state government department, at no cost to client.

3.8 Inspections and Tests

- 3.8.1 GSFS/GIL or its representative shall have the right to inspect and/or to test the software or work of the service provider to confirm their conformity to the Contract specifications at no extra cost to GSFS
- 3.8.2 As per Govt. Of Gujarat circular dated 10th March 2006, the GSFS applications must be tested at EQDC, GIDC, Gandhinagar or at the location specified by GSFS at the cost of TSP. The different types of below mentioned tests that has to be performed through EQDC.
- Stress/Load testing,
 - Performance testing,
 - Security testing,

3.9 Application Security Audit:

- 3.9.1 In addition to inspection & testing, the TSP shall also be responsible to get application security audited by CERT-In Empaneled application security auditors at the cost of the TSP and submit the Security Audit Clearance Certificate issued by CERT-In Empaneled Security Auditors.
- a) The TSP must submit the test results to GSFS
 - b) Should any inspected or tested software fail to conform to the specifications, the GSFS may reject the software and the TSP shall either replace/redevelop the rejected software or make alterations necessary to meet specification requirements free of cost to GSFS.
 - c) GSFS's right to inspect, test and, where necessary, reject the software / deliverable after the software deployment at Project Site shall in no way be

limited or waived by reason of the software previously been inspected, tested and passed by GSFS for its representative prior to the software deployment.

- d) No clause in the RFP document releases the TSP from any warranty or other obligations under this Contract.
- e) The inspection of the working of the developed software shall be carried out to check whether the software is in conformity with the requirements described in the contract. The tests will be performed after completion of installation and commissioning of all the software at the site of installation. During the test run of software, no malfunction, partial or complete failure of any module of software or bugs in the software is expected to occur. All the software should be complete and no missing modules/sections will be allowed. The TSP shall maintain necessary logs in respect of the result of the test to establish to the entire satisfaction of GSFS, the successful completion of the test specified. An average uptime efficiency of 99% for the duration of test period shall be considered as satisfactory. On successful completion of acceptability test and after GSFS is satisfied with the working of the software on the, the acceptance certificate of GSFS will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the software.
- f) Before the Application modules are taken over by GSFS, the SP shall supply operation manuals and technical design and development documents. These shall be in such details as will enable GSFS to use the software as stated in the specifications. The documentation shall be in English/Gujarati language and in such form and numbers as stated in the contract document. Unless and otherwise agreed, the software shall not be considered to be complete for the purpose of taking over until such documentation has supplied to GSFS.

3.10 Change Request

- 3.10.1 Development of any new module involving any unforeseen and major change in design for any reason including complying with the applicable regulatory / government guidelines may be governed under change request process.

Development of additional reports/modification of existing reports as per the regulatory /company's requirements shall not be constructed as change request order and will become part of scope of work.

- 3.10.2 GSFS may, at any time, by written order given to the TSP make changes within the general scope of the Contract in any one or more of the following:

- a) Designs, specifications, requirements of which software or service to be provided under the Contract are to be specifically developed / rendered for GSFS;
- b) The place of delivery; and/or the services to be provided by the TSP.
- c) The bidder should be responsible for changes in the software system user Interface and due to change of legal/statutory/GR/Any ACT etc. changes issued by govt. time to time during the contract period.
- d) Once the change request is developed and implemented, it will become the part of the Software application without any additional cost to GSFS.

- e) Training of personnel of the GSFS in terms of hours/subjects will be without any additional cost.

3.11 Earnest Money Deposit(EMD)/Bid Security

- 3.11.1 Bidders shall submit Bid security/EMD of Rs. 5,00,000/- in the form of Demand Draft OR in the form of an unconditional Bank Guarantee (which should be valid for 9 months from the last date of bid submission) of any Nationalized Bank 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/10/2020/42/DMO dated 19.10.2020 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 in this document) and must be submitted along with the covering letter.
- 3.11.2 Proposals not accompanied by EMD shall be rejected as non-responsive.
- 3.11.3 The successful bidder's bid security will be discharged from GIL only after the signing of the contract and submission of performance security.
- 3.11.4 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.
- 3.11.5 The EARNEST MONEY DEPOSIT shall be forfeited:
- a) If a bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form;
 - b) Or in case of a successful Bidder, if the Bidder fails to sign the Contract; or to furnish the performance security.
- 3.11.6 No exemption for submitting the EMD will be given to any agency.

3.12 Performance Security/Performance Bank Guarantee (PBG)

- 3.12.1 The successful Bidder has to furnish a security deposit so as to guarantee his/her (Bidder) performance of the contract
- 3.12.2 The Performance Bank Guarantee (PBG) has to be submitted within fifteen (15) working days of receipt of award. The PBG shall be 10% of the contract value of projects and valid up to 180 days beyond the expiry of contract.
- 3.12.3 The Performance Security shall be in the form of Bank Guarantee valid till 6 months from the date of contract expiry.
- 3.12.4 The PBG shall be denominated in Indian Rupees and shall be in the form of a Bank Guarantee issued by 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/10/2020/42/DMO dated 19.10.2020 issued by Finance Department or further instruction issued by Finance department time to time. (The draft of Performance Bank Guarantee is attached herewith).
- 3.12.5 The proceeds of the Performance Bank Guarantee shall be payable to the Department as compensation for any loss arising from the bidder(s)'s failure to complete its obligations under the contract.
- 3.12.6 The Performance Bank Guarantee will be discharged by the Department and returned to the bidder(s) on completion of the bidder's performance obligations under the contract.

3.12.7 In the event of any contract amendment, the bidder shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Bank Guarantee, rendering the same valid for the duration of the contract, as amended for further period.

3.12.8 No interest shall be payable on the PBG amount. GSFS 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.

3.13 Delivery and Documents

3.13.1 Delivery of the Goods shall be made by the Service Provider in accordance with the terms specified by GSFS in the Notification of Award.

3.14 Prices

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

3.15 Assignment

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

3.16 Delays in the Supplier's Performance

3.16.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by GSFS.

3.16.2 If at any time during performance of the Contract, the Supplier or his sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify GSFS in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, GSFS shall evaluate the situation and may, at its discretion, extend the Supplier'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.

3.16.3 The bidders shall read & understand the requirements thoroughly & shall adhere to the schedule strictly.

3.17 Termination for Default or Otherwise

3.17.1 GSFS may, without prejudice to any other remedy for breach of contract, by 30 days prior 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 GSFS; 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 GSFS 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.

3.17.2 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.

3.18 Force Majeure

3.18.1 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.

3.18.2 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.

3.18.3 If a force Majeure situation arises, the service provider shall promptly notify to GSFS in writing within 10 days of such conditions and the cause thereof. Unless otherwise directed by GSFS 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.

3.19 Termination for Insolvency

3.19.1 GSFS may at any time terminate the contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to GIL/GSFS.

3.20 Termination for Convenience

3.20.1 GSFS 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 GSFS'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.

3.20.2 The services / software that is complete and ready for rendering / deployment within 30 days after the service provider's receipt of notice of termination shall be accepted by GSFS at the Contract terms and prices. For the remaining services, GSFS 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.

3.21 Resolution of Disputes

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

3.22 Governing Language

- 3.22.1 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.

3.23 Applicable Law

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

3.24 Taxes and Duties

- 3.24.1 The rates quoted shall be in Indian Rupees and shall be exclusive of all taxes as applicable up to the completion of job. Any increase in the Rates except taxes will not be allowed after signing the Contract Document.

3.25 Binding Clause

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

3.26 Limitation of Liability

- 3.26.1 The entire liability of the bidder shall be limited to Maximum (Limitation of liability) = Payment made to the bidder and explicitly exclude all direct, indirect and consequential losses impact, etc. to the Department except as may be determined by courts of law under the applicable law and awarded after following the due process of law.

3.27 The GSFS, GoG the reserves the right

- 3.27.1 To vary, modify, revise, amend or change any of the terms and conditions mentioned above; or
- 3.27.2 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.
- 3.27.3 Decision regarding acceptance of tender by GSFS will be full and final.
- 3.27.4 Conditional tenders shall be summarily rejected.
- 3.27.5 GSFS is free to phase out the work if it feels it necessary.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

4.1 Timelines for implementation

S. No.	Project Activity	Completion Timelines
1.	Signing Contract & completion of other formalities (within 15 days from the issuance of Work order)	T (Date of Contract signing by both the parties)
2.	Project Initiation & Team Mobilization	T1=T + 1 week
3.	Submission of SRS, URS and SDD	T2 = T1 + 2 Months
4.	Design, Development, and implementation of Web Based Integrated Core-Banking/NBFC Solution with Financial Accounting Management Information & Decision Support System (IFA & MIS) on staging server	T3= T2 + 4 Months
5.	UAT Completion	T4 = T3 + 1 Month
6.	EQDC Testing, Security Audit completion	T5 = T4 + 1 Month
7.	Data Migration and Go-Live	T6 = T5 + 1 Month
8.	Operation & Maintenance support of application software, Licenses software after Go-Live	T7 = T6 + 8 Years

4.2 Payment Schedule

4.2.1 Payment for the service shall be made in Indian Rupees as follows

Sr. No.	Activity/Milestone	Payment Terms
1.	Approval of SRS, URS and SDD as per the scope of Work define in this RFP.	10% payment of Financial Bid Line Item 1 will be released
	Completion of the software Development as per scope of work and UAT Completion	20% payment of Financial Bid Line Item 1 will be released
	EQDC Testing and Security Audit	10% payment of Financial Bid Line Item 1 will be released
	Technical Documentation & Knowledge Transfer and completion of Training of all users.	25% payment of Financial Bid Line Item 1 will be released
	Data Migration and Go-Live	25% payment of Financial Bid Line Item 1 will be released
	3 Months after go-Live	10% payment of Financial Bid Line Item 1 will be released

2.	License cost of the Software products like OS, Database or any other third-party software required to run the application for 8 years.	Financial Bid Line Item 2 60% on delivery of the licenses (to be delivered before 15 days on actual go-live or as may be decided mutually) 20% payment after installation of licenses 20% payment on three months after go-live of the application.
3.	Cost of ATS/AMC of Database and OS Licenses	Financial Bid Line Item 3 Will be paid Yearly at starting of each year The ATS/AMC will be start from the date of Go-Live of the Software (ATS/AMC would be chargeable to GSFS only after go-live.)
4.	Operational and Maintenance support for period of 8 years from date of go live	Financial Bid Line Item 4 Will be paid Quarterly after the end of each quarter. (The cost of Operation and Maintenance support would be chargeable to GSFS/GIL only after full go-live. In case of partial go-live of any modules, bidder would be responsible for giving helpdesk support and Operation & Maintenance support without any additional cost to GSFS/GIL.)

Payment Procedure

- a) The GSFS shall certify actual implementation. The TSP has to ensure proper hand-holding & support of the system.
- b) TSP shall raise the component wise invoice as per the milestones achieved as mentioned above in the payment schedule & submit the invoice to GSFS.
- c) GSFS shall verify the Invoice raised against the milestone achieved & shall make the payment after deduction of penalty, if any.
- d) The TSP's request(s) for payment shall be made to GSFS along with the 2 original copies of invoice and necessary documents. The invoice should be in English language and Gujarat based.

4.3 Service level Agreement and Penalty Clause

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

a) Definitions

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

- “Incident” refers to any event / abnormalities in the functioning of GSFS specified services that may lead to disruption in normal operations of GSFS services.
- “Response Time” shall mean the time taken after the incident has been reported at the concerned reporting center in resolving (diagnosing, troubleshooting and fixing) or escalating to (the second level, getting the confirmatory details about the same and conveying the same to the end user), the services related troubles during the first level escalation.
- The resolution time: the resolution time is the time taken for resolution of the problem and this includes provisioning of the work around to immediately recover the situation. The resolution time shall vary based on the severity of the incident reported.

b) Categories of SLAs

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

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

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

c) Implementation related penalty of service levels

I. Implementation related penalty for Application software

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

Milestone	Target	Severity	Penalty
As mentioned in Timeline	As per delivery Schedule	Critical	A Penalty of 0.5% of contract value of respective milestone per week delay subject to maximum 5%.

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

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

II. Operational Related Penalty

For Software uptime

Sr. No	Measurement	Target	Penalty
1.	Product Availability Downtime required for maintenance, new initiatives undertaken by TSP 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.	>= 99.7%	INR 10,000 for every 5 hours of downtime at a stretch or in parts on a quarterly basis. And INR 8,000 for every subsequent hour of downtime at a stretch or in parts for total down time more than 10 hours on a quarterly basis.

d) Application Performance:

SLA Measure	Severity 1	Severity 2	Severity 3	Severity 4	Flat Penalty Rs.
Response Time	30 Min	1 Hrs	1 Hrs	2 Hrs	
Resolution Time	< 1Hrs	< 1.5 Hrs	<2 Hrs	<4 Hrs	NIL
	>1Hrs & < 2 Hrs	>1.5 Hrs & < 3 Hrs	>2 & < 4 Hrs	>4 Hrs & < 8Hrs	1000 Per Hrs delay
	Above 2 Hrs or part thereof	Above 3 Hrs	Above 4 Hrs	Above 8 Hrs	2000 Per Hrs delay

Severity 1: Service is unavailable or a fatal error that makes the system unusable resulting in a direct business impact. The problem has resulted in the failure of business critical activities. Immediate action required.

Example: Application Software related problems affecting all or most of the users e.g. GSFS users are unable to log-in, MIS reports cannot be seen.

Severity 2: Service is adversely affected or an error that results in incorrect outputs leading to a major function being unusable resulting in indirect business impact but whose impact is localized and not system – wide. Immediate action is needed.

Example: GSFS are not able to do the entry etc.; General Manage/Managers are not able to check and verify details etc.

Severity 3: Service is adversely affected resulting in limited business impact or an error that makes a minor function unusable but which can be tolerated and is to be resolved as soon as possible.

Example: Some of the advance services such as detailed and complex reports are not available.

Severity 4: Service is not affected.

Example: Slow response of the system to user requests, minor suggestions and modifications in system functionality.

Penalty Calculations

- Penalty calculations shall be calculated on accumulated non-compliance for all of the above SLAs.
- Total Time shall be measured on 24*7 basis.
- Any planned downtime for maintenance shall be with prior written permission from GSFS and must be intimated to all users

Any availability/uptime requirements under SLA shall be subject to standard downtime, the time lost due to any of the following reasons are taken into account while calculating the availability/ uptime requirement:

- Time lost due to power or environmental failures;
- Time taken to recover the system because of power or environmental failures;
- Time taken for scheduled maintenance/ troubleshooting either for preventive purposes or improvement in function or other purposes;
- Time taken for reconfiguration or other planned downtime situations;
- Scheduled shutdowns as required by Department

The overall penalty cap during the contract period shall be capped at 5% of quarterly invoice value. However, if such value of 5% is reached for any three consecutive months during the contract period, then the GSFS will have the right to terminate the contract.

e) Development/Change during O & M Period

SLA Measure	Target	Flat Penalty (Rs.)
Response Time	1 Day	--
Resolution Time	Upon Mutually agreed time	NIL
	> 1 Day < 7 Days	Rs.500/- per day, subject to max 5% of O&M Cost Financial Bid Line item:4

	> 7 days	Rs.1000/- per day, subject to max 5% of O&M Cost
		Financial Bid Line item:4

f) Operational Related Penalty for Development/Change during O & M Period

Once the change is developed and implemented, it will become the part of the Software application and the operation related penalty of the application software will be applicable on that, if any.

g) Operational Related Penalty for O & M Support

SLA Measure	Target	Flat Penalty Rs.
Absence of Manpower and not made alternate arrangement	> 1 Day	Per day penalty will be Monthly rate of manpower quoted divided by no. of working days in the calendar of Govt. of Gujarat for that month (X).
Not recruited/deployed manpower	> 7 days to < 15 days	2 * (X)
	> 15 days	2.5 * (X)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

4.4 Service Provider's Integrity

- 4.4.1 The Service Provider is responsible for and obliged to conduct all contracted activities as defined in the scope of work in accordance with the Contract.

4.5 Service Provider's Obligations

- 4.5.1 The Service Provider is obliged to work closely with GSFS's staff, act within its own authority and abide by directives issued by GSFS
- 4.5.2 The Service Provider will abide by the job safety measures prevalent in India and will free GSFS from all demands or responsibilities arising from accidents or loss of life the cause of which is the Service Provider's negligence. The Service Provider will pay all indemnities arising from such incidents and will not hold GSFS responsible or obligated.
- 4.5.3 The Service Provider is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanor.
- 4.5.4 The Service Provider will treat as confidential all data and information about GSFS, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of GSFS

SECTION V: Scope of Work

5.1 Background:

Gujarat State Financial Services Ltd. (GSFS) is a Government of Gujarat undertaking and is registered with R.B.I as a Non-Banking Finance Company. It has been given the mandate by the State Government to manage the surplus funds of various Government of Gujarat controlled organizations and PSUs of the State. Thus it acts as an in-house fund manager to the various state owned entities. The State Government has directed all the State Government owned entities to park all their surplus funds with GSFS. In view of this, GSFS offers two options to the state owned entities for placement of their surplus funds, namely,

1. Placement for a fixed term having different tenors. GSFS deploys these funds primarily with the GoG entities which requires funds for short/ longer tenure at a competitive rate, and
2. For very short term wherein the concerned entities may place the funds for even less than 15 days and thereby earn interest on it. GSFS deploys these funds in the liquid instruments in order to honour the commitments of its clients. It provides fix interest on liquid deposits to the concerned entities. This way, GSFS enables the state owned entities to earn interest on their funds for even less than 15 days which otherwise would have remained idle in the current accounts with banks.

The funds received by GSFS from the Government entities are provided to the other state owned entities, which are in need of funds, in the form of loans at a lower rate as compared to the other banks. This saves them from high borrowing costs. Moreover, GSFS also helps the state government entities by providing finance at a cheaper rate to enable them to prepay their high cost debts which even run into hundreds of crore of rupees and thereby reduce their substantial interest burden. Further to this, as the entire funds cannot be provided as loans due to immediate non availability of borrower, and to maintain adequate liquidity, the surplus funds available with GSFS are invested in approved money market instruments.

In short, the idea of formation of GSFS is to manage in-house funds of state owned entities. This results into the circulation of funds of Government entities within the ambit of State Government and its entities. Therefore, on one hand, the state owned entities get the benefit of getting attractive return on their funds while on the other hand these funds are made available to other such entities at a lower rate as compared to the market rate. All this ultimately provides a favorable impact on to the Government kitty.

Mission

To transcend the Ordinary. To nurture intellectual growth and freedom by adhering to the values of excellence, fairness and simplicity. To add value to the State economy and make every moment of existence meaningful.

Vision

GSFS shall be an institute where innovative financial strategies are designed to give the clients a competitive edge.

GSFS shall be professionally managed financial company providing financial services while meeting expectations of shareholders, society and employees.

GSFS team shall have the ability to face the challenges and come out with solutions that match the latest trends and requirements of the financial world for attaining global bench marks.

GSFS shall foster a culture of caring, trust and continuous learning.

Objectives

- To provide professional fund management services to Government of Gujarat controlled organizations.
- To maximize the shareholder's wealth by increasing the profitability of the company through effective and efficient management of resources.
- To create a win-win situation for the lender, borrower as well as company itself.

5.2 Key Components of Scope of Work

Sr. No.	Component	Scope of Work
1.	Design, Develop and Implementation of Miniature Version of Web Based Integrated Core-Banking/NBFC Solution with Financial Accounting Management Information & Decision Support System (IFA&MIS)	TSP shall be responsible to provide centralized web based solution implementing the requirement of GSFS. The Application/Database will be hosted in State Data Center as per provisions provided by Department of Science & Technology.
2.	Training	The Service Provider has to conduct 2 days training workshop at Ahmedabad for GSFS Users. (for 25 to 30 users)
3.	Operation and Maintenance for 8 years with Continuous Development	SP shall be responsible to provide O&M support for provided solution for a period of 8 years from the date of go-live. SP shall be responsible to provide Continuous Development support for GSFS as per their requirement for a period of 8 years from the date of go-live.

5.3 GSFS Fund Based Services

GSFS offers two products one of which is **Liquid Deposit Scheme (LDS)** and the second is the **Inter Corporate Deposit (ICD)**. While LDS is generally opted by entities placing their funds for very short tenor of even less than 15 days, ICD is preferred by the entities wanting to deploy their funds for a longer tenor.

GSFS is wedded with the task of providing dual advantage of enhancing the returns of the Government of Gujarat entities as well as providing them enough liquidity. The details of both the products as are mentioned below.

- Inter Corporate Deposit (ICD)
- Liquid Deposit Scheme (LDS)

Inter Corporate Deposit (ICD)

GSFS pays interest rate for the different tenors towards the Inter Corporate Deposits placed by various Government of Gujarat entities.

Interest to be paid on premature withdrawal of ICD at 0.50% below the rate applicable for the period ICD has remained with GSFS. However, to extend more benefits to GoG entities, in cases of partial premature withdrawals, the remaining principal amount of ICD will continue at the original rate till maturity. In some special cases no premature penalty is charged.

Loan against ICD up to 85% of ICD amount can be availed at a rate which is 1% higher than ICD on which it is availed.

Interest is quarterly compounded. Interest paid to some entities on monthly, quarterly, half yearly and yearly basis.

TDS is deducted. Exemption on TDS by various entities: on specific TDS rate, on specific interest amount etc.

For Repayments, intimation to be raised before 2.00 p.m. on prior working day. No repayment on Saturdays.

Liquid Deposit Scheme (LDS)

This scheme offers the facility of earning interest on funds of very short tenure, even for less than 15 days, which otherwise typically earn no interest lying in a current account and there are no other avenues for deployment of such funds.

Under this scheme, an organization can place funds with GSFS even for shorter tenor of less than 15 days. GSFS parks these funds in money market operations ensuring maximum safety and liquidity.. Interest on Liquid Deposit Scheme is paid on simple interest basis by GSFS.

Generally, interest paid on every withdrawal but in some cases interest added to the principal on specific days. Interest paid to some entities on monthly and yearly basis.

TDS is deducted. Exemption on TDS by various entities: on specific TDS rate, on specific interest amount etc.

For Repayments, please intimate not later than 2.00 p.m. on prior working day. No fresh placements or repayment on Saturdays.

Credit & Investment Modules:

The preference for deploying funds by GSFS is Government of Gujarat controlled entities at competitive rate, which enhance their competitiveness also.

GSFS provides Financial Assistance to the Government of Gujarat entities in the form of following products:

1. Short term and Long Term Loan
2. Line of Credit

Further, there are other avenues of investment such as G-Sec/Bonds/T-Bills. Usually these instruments are held till maturity but they may also be sold before maturity.

In addition to the above, GSFS deploys its surplus funds:

- with Primary Dealers in ICDs which are linked with FBIL-MIBOR rates having a 7-day or any other lockin period. ICDs are also placed at FBIL-MIBOR + X basis points (which is variable) rate on interest on maturity /daily compounding basis (except on weekend and public holidays).
- In the Liquid/Debt schemes of Asset Management Companies wherein the returns are calculated daily on the basis of NAVs (Net Asset Value) of the respective schemes.

Short term Loans

Tenure	Within One Year.
Repayment	On Maturity with Interest. For loans having tenor of more than 3 months, interest is also payable on quarterly basis. In some cases, premature repayment is also done.
Renewal	In some cases, renewal is done.
Security	PDC/Comfort Letter/ Demand Promissory Note
Interest	Floating Rate of Interest

Long term Loans:

Tenure	>1 Year.
Repayment	EMI/PED
Reschedule	Yes (Can be rescheduled in special case)
Prepayment	Yes (In certain cases)
Security	PDC/Comfort Letter/Demand Promissory Note/ Any such other Security as required by GSFS
Interest Calculation	Monthly Rest/ Quarterly Rest
Moratorium Period	Yes. Interest is payable on monthly or quarterly basis in moratorium period.
Part Disbursement	Yes
Interest	Floating Rate of Interest

5.4 Web Based Integrated Core-Banking/NBFC Solution with Financial Accounting Management Information & Decision Support System (IFA&MIS)

- GSFS is an NBFC and its business activities are similar to that of banks. However, unlike banks, it carries out its functions from a single office situated at Ahmedabad. Though the nature of products offered by GSFS is similar to that of banks, they are much less in number as compared to banks. ***Therefore, it is looking for software which offers sufficient automation, customization and is integrated in nature for its above mentioned products.*** Moreover, it should be able to cater and respond to the varied and frequently changing reporting requirements of its stake holders.
- In case miniature version of **core banking solution/NBFC solution** for a small set-up is available for banking activities, it may be customized to suit the requirements of GSFS.
- Total no of users who will use this system are 25. It can increase +/- 20% in 8 years.

**MIS reports to be developed or available in the proposed solution/System/software
(List not exhaustive):**

Finance and Accounts Functions and Reports

1. Day Book, Cash Book, Bank Book, Journal Book, Entity list, Borrowers list
2. Party-wise, Product-wise, Scheme-wise and Consolidated general report
3. General Ledger, Trial Balance and Profit & Loss Account
4. Daily and Monthly Balance Sheet along with Notes and Schedules as per Ind-AS
5. Depreciation working
6. Cash flow statement – Periodically
7. Actual and Projected Cash flow for defined tenor
8. Variance analysis for difference in actual and projected cash flow
9. Inter Corporate Deposit Reconciliation – Monthly & Liquid Deposit Reconciliation – Weekly
10. Bank Reconciliation – Periodically
11. Tax deducted at source (TDS) statement of ICD and LDS on monthly basis
12. GST Return – Monthly basis of GSTR-1 & 3B
13. Additional reports required by State Government/Finance Department/RBI/Auditors/ other regulatory agencies from time to time in desired formats

Inter Corporate Deposit (ICD) and Liquid Deposit Scheme (LDS) Reports

1. Entity Master and Information Module
2. Interest Rate Master and table of historical deposit rates
3. TDS master
4. Signature and bank verification details verification at time of payment of ICD/LDS
5. Automatic calculation of penalty as applicable on pre-mature withdrawal of ICD
6. ICD and LDS outstanding report – entity-wise, parent company wise and department-wise
7. Residual maturity for ICD report
8. Weighted Average Cost of Deposit report (including and excluding LDS)
9. Maturing Cases report for deposits going to mature in next month, quarter etc date-wise and entity-wise.
10. Renewal Status of entity-wise ICDs along with applicable rate of interest, TDS deducted
11. Auto-renewal facility report with customization feature
12. Pending cases reports for ICDs matured but not renewed
13. Total interest earned and paid during the year with accrued interest and pre-mature interest, entity-wise and scheme-wise.
14. Calculation & Excel report for entities where interest is paid on monthly, quarterly, half yearly and yearly basis
15. Balance confirmation report as on date with certificate printing facility
16. Report on ICDs withdrawn prematurely along with the original contracted rate, premature withdrawal rate, interest loss to entity, tds deducted if any on such ICD
17. Tax deducted at source as per TDS exemption certificate submitted by entity and corresponding report on TDS adjusted from interest payments for such cases
18. TDS & Interest calculator on ICD as per requirement

19. Proportionate Interest & TDS Reports – financial year wise, for a specified tenor, department-wise and entity-wise
20. Ageing analysis report in all the schemes with customized time limit as per requirement
21. Reports to be downloaded in PDF/Excel/Notepad/CSV/XML versions
22. Additional reports required by State Government/Finance Department/RBI/Auditors/ other regulatory agencies from time to time in desired formats

Loans and Primary Dealers Reports

1. Daily/weekly/monthly/others Maturity report company-wise/tenure-wise
2. Disbursement report company wise for a specific period
3. Short Term Loan/Long Term Loan bifurcation report
4. Company-wise report
5. Rate-wise report
6. Loan Security report
7. Weighted Average Return
8. Pending dues report
9. Projected inflows/income during a period
10. Company-wise unavailed loans report
11. Interest on delayed payment report
12. Loans adjusted against ICD/LDS report
13. Installment sheet pre/post revision
14. Regulatory compliances
15. List of sanctions
16. Prepayment of Loans report
17. Re-scheduling/Restructure/write-off/NPA provision report
18. Rollover trail for Primary Dealers ICD report
19. Daily outstanding report
20. Shares Valuation
21. Additional reports required by State Government/Finance Department/RBI/Auditors/ other regulatory agencies from time to time in desired formats

Investment Reports

1. Summary of Funds deployed with Mutual Funds report with day to day transaction & return calculation
2. Daily MIS report with summary details of all investments & daily return earned on investments
3. Data analysis report for daily returns earned
4. Scheme-wise, Category-wise funds deployed and returns earned report
5. Day to day overall weighted returns report
6. Reports on G-Sec/GSDL/T-Bills investments
7. Additional reports required by State Government/Finance Department/RBI/Auditors/ other regulatory agencies from time to time in desired formats

Statutory and Auditory Compliance Reports

1. RBI monthly return for short term liquidity
2. RBI Quarterly return of NDSI_500 cr.

3. NBS-7
4. ALM-1 & ALM-2
5. Additional reports required by State Government/Finance Department/RBI/Auditors/ other regulatory agencies from time to time in desired formats during complete contract period including O&M

Development Team

- Bidder shall propose development team with efficient resource to develop application in prescribed timeline. The developer team resources will be based onsite at a location/premises to be provided by Government of Gujarat/GSFS.

5.5 Training:

- The Service Provider has to conduct 2 days training workshop at Ahmedabad for GSFS Users. (for 25 to 30 users)
- Refresher Training – Refresher training shall be provided on application on quarterly basis or as and when require Training shall be conducted at GSFS and no extra payment will be paid.
- Department will provide the infrastructure for training viz. Conference room, Computers, Seating, Furniture, bandwidth Network, consumables like pens, white boards, projectors, chalk, duster, paper pins etc. for Training. The reference/training material will be provided by the bidder. The logistic for the trainer will be arranged by the bidder. However, the logistic for the trainee will be arranged by the GSFS.

5.6 Operation and Maintenance Support

- The TSP has to provide the operation & maintenance for the period of 8 years Resolution of errors/bugs (if any), software updates, patches, changes in the software that may be necessary due to legal/statutory/GR/Any ACT etc. changes.
- Ongoing technical support for application
- Fine Tuning updates/patches reporting
- Fixing logical/run-time errors in the applications
- Development, Testing and Implementation for Bug-Fixes
- Generate reports on changes made in applications
- Generate reports on change given to support team
- System administration and database management support
- Development of new application release
- Deployment of new application on production servers
- Synchronize the application release in all application servers of GSFS.
- Maintaining checklist for the status of deployment on all servers
- Monitoring & Reporting Server/ System performance
- Provide warranty/on-site maintenance product, software that shall be supplied and installed under this procurement throughout the period of contract as per SLA and also provide warranty execution/onsite maintenance of the Database S/W.
- Undertake Performance Tuning and ensuring optimum performance of the equipment supplied. The support coverage shall be as per the service window mentioned in the Section – “Service Level”.
- Provide manpower for operations, maintenance and onsite warranty support of all the existing and supplied items.

5.7 O & M Team with continuous development

Technical support for hardware/software, web application including applying patching, OS updation, antivirus updation, DB Management, O & M team of following resources shall be provided.

1. One person for Handholding support (Team Deployment 100% Onsite)
2. Proposed O&M Team and continuous development team at Bidder location (can support remotely but travel to GSFS on need basis)

Operation and Maintenance Period bidders are expected to carry out change that is required due to change in functionalities, Act, Rule, GR etc. during the 8 years of Operation and Maintenance period with the help of above mentioned team. No additional payment will be made during O & M period. During the course of O & M, bidder may suitably- deploy more resources, if required to perform any changes in the developed application.

5.8 Project Management Structure

The bidder needs to provide detailed Project Management Structure along with the required manpower for successful execution of project. The following are the details of the Project Management Services to be offered of Proposed Developed Application as defined in their respective Scope of Works:

- The objective of the Project Management Service is to provide a systematic approach to managing the project from inception through implementation for 8 years after Final Acceptance Test and finally delivery of the system / services.
- The project management involvement is throughout the entire project life cycle from Datacenter pre-planning, project kick-off, project inception, project design, Infrastructure implementation, deployment, FAT to project hand-over for operations and maintenance.
- **The bidder will put all his project requirement gathering, development and execution resources at Ahmedabad at GSFS office. Whatever project related resources are indicated at the stage of evaluation of technical bid shall be assumed to be the project resource persons that bidder will put on the project.**
- Overall responsibility - To manage the Proposed Developed Application through to project delivery, implementation, customer acceptance and project closure.
- To setup and manage Project Management team consisting of all constituents who are involved in the roll out of the Successful implementation
- To enforce work process structure and methodologies to enable the project team to perform their tasks effectively
- Central tracking of all project status from inception to production
 - To manage project plan schedules for timely delivery for all activities as mentioned in bid
 - To manage Customer's expectations and communications
 - To manage quality, issues and change and escalations of implementation
 - To identify project variances and steps to be taken to recover to the project plan
 - Reporting – To provide timely and accurate updates, reports and escalations to Gujarat State Financial Services Ltd and its designated Agency's senior management on the health of project delivery operations.
 - To manage different Partners for the delivery of the project

- To highlight technology risks and red alerts, if any.
- To plan for live operation of the proposed systems
- To manage the deployment of the new systems
- To organize project reviews and evaluation
- To gather and manage project documentation
- To obtain sign-offs for project deliverables

5.9 Documentation

The TSP shall prepare all necessary documentation for the project, and provide them to the GSFS for review, approval, record, reference etc as mentioned in this RFP. ***The following is the list of deliverables (but not limited to) in the form of documents to be submitted by the TSP in the course of project implementation.***

- Detailed Project Management Plan
- Work break down structure
- User Requirement Specification documents for all the selected processes.
- Functional Requirement Specifications
- System/Software Requirement Specification (SRS) document containing detailed requirement capture and analysis including functional requirement, data flow, workflow, interface specifications, application security requirements.
- High Level Software Design document including Software Architecture design, Logical and Physical Database Design etc.
- Low Level Software Design document including Programming Logic, Workflows etc.
- Software Testing Documentation (including details of defects/bugs/errors and their resolution)
- Test Plans and Test cases (including Unit Test Plan, System/Integration Test Plan)
- User Acceptance Test Plan, Security Test Plan, Load Test Plan)
- Framing of IT policy for the Department as per RBI's Master Direction - Information Technology Framework for the NBFC Sector.
- Software Configuration Management Plan
- Integration Plan with other applications
- Integration Test cases & results for applications developed
- Complete Source Code with documentation.
 - Inspection and testing procedures manual including QA Policy as per EQDC Test Plans and Test cases (Functional testing, Volume testing, Stress/Load testing,
- Usability testing, Performance testing, Security testing, Facility testing, Configuration testing, Recovery testing, Documentation testing, Procedure testing, install ability testing, Storage testing, Serviceability testing)
- Details study report for the requirement of IT Infrastructure and deployment architecture specification plan based on the application developed.
- Security Level Design Document & implementation of Security policy
- Risk Management Plan
- IT Service Management Plan
- Training Manuals and literature
- Systems Administration Manuals
- User manuals
- Installation Manuals
- Operational Manuals
- Maintenance Manuals
- Periodic Status and Review Reports
- Escalation Mechanism

- Exit Management Plan including the interim take over strategy and plan
 - Business Continuity and DR Plan
 - Crisis Management Plan

5.10 Technical Details:

- Application type: Three tier web based application
- Technology Platform: - Any
- Back end Technology: Any
- Server OS Support: Non Unix Environment
- The application developer/software provider should ensure that the proposed application architecture & offered solution including hardware, software or any other tool should be latest and should not be end of support/end of sales during the 8 years of O & M period.
- The proposed solution should be on open standard and compatible with other technology. So that, there should not be any proprietary/OEM lock in situation during the 8 years of O & M period.
- After completion of 8 years and at the time of handover-takeover, SP has to provide the application with latest technology version, update and upgrades.
- Every 6 months, Bidder has to submit the documentation including code structure and architecture.
- The bidder application team needs to use version control software to manage code version.

5.11 Data Migration

The Existing data needs to be migrated in the new developed system. Dataset will be made available in Excel or CSV format or from database mentioned below to be migrated into new system. The current data size is 80 GB approximately. It will be Bidder/service providers responsibility to do data cleanup as needed under observation of GSFS of legacy data to be migrated.

Details of Existing Hardware/Software

Hardware	Software
Dell Server: Dell Power Edge R530server Dell Server Units: Total 2 Nos. Processor: Intel(R) Xeon(R) CPU E5-2620 v4 @ 2.10GHz Memory: 64 GB RAM Operating System: Red Hat server 6.5 Hard Disk: 2.7 TB	✓ Software – Oracle 8i - Frontend ✓ Developer 2000 - Backend ✓ FoxPro 2.6 ✓ Microsoft Office 2007 ✓ Taxmann One Solutions for TDS ✓ Oracle Database Enterprise Edition (2 Nos.) ✓ Oracle Financials – Applications user (20 Nos.)
IBM Server: IBM x3400 IBM Server Units: Total 1 Nos. Processor: Intel(R) Xeon(TM) CPU 3.00GHz 2.99GHz Memory: 8 GB RAM Operating System: Microsoft Windows server 2003 SMB Hard Disk: 320GB	
Client System Configuration: - Dell OptiPlex 3240AIO	

Client System Units: Total 25 Nos. Processor: Intel(R) Core(TM) i3-6100 CPU @ 3.70GHz Memory: 4 GB RAM Operating System: Microsoft Windows 10 Pro Hard Disk: 500GB	
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Existing Technology Stack Details

Details	Current software packages
Inter Corporate Deposit (ICD) & Liquid Deposit Scheme (LDS)	Currently, GSFS manages both ICD and LDS in Oracle 8i database in frontend and Developer 2000 in backend. Which was developed by GSFS in-house team in early 2000.
Loans and Investments	Currently, GSFS manages its Loans and investments in Microsoft Excel and there is no separate package developed for the same.
Books of Account	Currently, GSFS manages its books of accounts in Fox-Pro packages which was developed in house along with ICD and LDS packages mentioned above. Also, Taxmann One Solution is used which is TDS Software.

5.12 Hosting of the web portal

5.12.1 Bidder is required to propose the required compute power, storage and other requirement to host the new application considering 200 users and 50 concurrent users. The necessary compute infrastructure will be provided by Govt. of Gujarat.

5.12.2 The Govt. of Gujarat will provide the virtualization/cloud environment. Bidder has to provide proposed bill of material as following format in the technical bid.

a. Bill of Material for Hardware

Sr. No.	*Description	vCPU	RAM	HDD Space	Quantity	Remarks, if any

*Description: required DB servers, app servers, reporting servers or any other server (for production), equipment required for running the application at DC. 1 physical core = 2 vCPU

b. Bill of Material for Software

Sr. No.	*Product Description	Unit of Measurement	Licenses quantity for DC	Remarks, if any

* Please mention the technology stack that is going to be used like OS, Database, and any other 3rd party software etc. SDC doesn't support Solaris.

Development is preferable on open source technology and database. (The suggested software (OS, database, middleware etc) must be supported version (enterprise licenses or equivalent relevant level as per the licensing policy of the software with enterprise/premium support)).

For Development, testing, UAT etc during the development and O&M Phase, Bidder will use their own development & testing environment to run the applications. GSDC will provide only Production hosting environment at the time of go-Live once UAT and security audit completes.

SECTION VI: Forms of Qualification and Technical Bid

6.1 Form I: Bid Proposals Form

Date:

Tender No.: GIL/_____

To

Dear Sir,

Having examined the Bidding Documents including Addenda Nos. _____ (insert numbers, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to render the services as mentioned in the scope of work to "To Design, Development, and implementation of the Miniature Version of Web Based Integrated Core-Banking/NBFC Solution, Financial Accounting Management Information & Decision Support System (IFA & MIS) for Gujarat State Financial Services Ltd" 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 (Annexure B) 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 GSFS.

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 2021

Signature (in the capacity of)

Duly authorized to sign Bid for and on behalf of

6.2 Form II: BIDDER'S CHECK LIST

Sr. No	Criterion	Compliance Yes/No	Page No./Name of Attachment
1	EMD & Bid Processing Fee	Yes/No	
2	Certifications	Yes/No	
3	Past Experience	Yes/No	
4	Annual Turnover and CA Certificate	Yes/No	

6.3 Form III: Particular of Bidders Organization.

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

6.4 Form IV: Bid Processing Fees & EMD Details

Sr No	Item	Amount (Rs.)	Name of Bank & Branch	Demand Draft /BG No.
1	Bid Processing Fees			
2	EMD			

6.5 Form V: Format for Financial Capability

Financial Year	Turnover (Rs. In Cr.)

6.6 Form VI: Detail of similar type of Project (Successfully Completed or Ongoing)

Name of department (with address contact persons and numbers)	Brief Description of projects	Responsibility or role of the Bidder in the Project	Order value (Rs)	Completion Date (approx.)

(Please attach relevant client certificates/Work Order/PO/Contract Document highlighting the No. of Documents)

6.7 Form VII: Work Plan

In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the scope of services and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule.

Work Plan

S No	Activity	Months							
		1	2	3	4				n
1									
2									
3									
4									
n									

1 Duration of activities shall be indicated in the form of a bar chart.

- 2 The work schedule should reflect how and by when the bidder is expected to complete the assignment for each of the component and how this work plan maps to the resource schedule given earlier.
- 3 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Purchaser approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 4 Table can be customized as per need.

6.8 Form VIII: Team Composition and Task Assignments and CVs of the proposed professional staff

In this section, you should propose the structure and composition of your team for both Development and O&M Phase. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

Information of Staff			
Name of Staff	Area of Expertise	Position Assigned	Task Assigned

This information should be provided for all key staff, such as team leaders, project managers, technical support staff, etc. The relevant CV's of the professional staffs mentioned above are also required to be given in the format provided under this section.

Profile of proposed Staff to be deployed on the project

[For each position of key professional, separate form should be prepared]

- 1 Proposed Position:
- 2 Name of firm:
- 3 Date of birth:
- 4 Nationality:
- 5 Education: [Indicate college/university and other specialized education of staff member in the following format]

Sr. No.	Degree	Name of Institute	Percentage/ Grade obtained	Year
1.				
2.				
3.				
4.				
5.				

6 Other Training/ Certification:

7 Employment Record:

8 [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]

Sr. No.	Name of employer	Positions held	From	To
1.				
2.				
3.				
4.				

9 Understanding of work involved for this position:

[Provide details of your understanding of work entailed in the position based on your experience]

10 Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Signature

Name

Date

Place

Seal

Note: Please add separate pages as Annexure, if required.

6.9 Form IX: Description of the Approach, Methodology and Work Plan for Performing the Assignment

Technical approach, methodology and work plan are key components of the Technical Proposal. Bidders are suggested to present their Technical Proposal (inclusive of charts and diagrams) including Technical Approach and Methodology, Technical Approach and Methodology -In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

6.10 Form X: Bid Form

The

-----,

Sir/Madam,

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

-----.

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

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

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

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

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

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

We have not been under a declaration of ineligibility for corrupt and fraudulent practices, and / or black-listed or debarred by any of the Govt. Department or its PSU in the past 8 years in Gujarat as on bid submission date. We have not imposed any condition in conflict with the tender condition if it is found it should be treated as withdrawn.

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

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

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

Dated this _____ day of _____ 20__

Signature: _____

(in the Capacity of): _____

Duly authorized to sign bid for and on behalf of

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

SECTION VII: FINANCIAL BID

Financial Bid Format

Sr. No.	Description	Total Price (Rs.)
1.	Cost of Design, Development, and implementation of the Miniature Version of Web Based Integrated Core-Banking/NBFC Solution with Financial Accounting Management Information & Decision Support System (IFA & MIS) including Migration of existing database as per the scope of work defined in this RFP- Part 1	
2.	Cost of OS, Database and other 3 rd party software required running the application – Part 2	
3.	Cost of ATS and AMC of OS, Database and other 3 rd party software required to running application for 8 year- Part 3	
4.	Cost of Operation & Maintenance support with continuous development at GSFS for 8 years- Part 4	
Grand Total		

Note:

- Taxes are extra as applicable
- Grand total will be considered for final evaluation.
- The cost of the above parts should be matched with the breakup of each component Mentioned in Part.

Part 1: Cost of Design, Development, and implementation of the Miniature Version of Web Based Integrated Core-Banking/NBFC Solution with Financial Accounting Management Information & Decision Support System (IFA & MIS) as per the scope of work defined in this RFP- Part 1

Sr No	Item Description Original	Total Man-month Efforts	Rate per man-month	Total amount (Rs.)
		A	B	C= A* B
1	Finalizing URS, SRS and SDD for application			
2	Design, Development/ Customization & Implementation as per scope of work and UAT Completion			
3	EQDC Testing and Security Audit			
4	Technical Documentation & Knowledge Transfer and completion of Training of all users.			
5	Data Migration			
Total Amount (Rs.)				

Team will be stationed at GSFS office. Office Space, Sitting Space, required Furniture, Electricity will be provided by the department to the deployed resources. Rest anything required during the project shall be provided by the bidder.

Bidders to include his costs in part1 payment of financial bid for Non-production environment related to various cost like, licenses, supports, ATS, AMC etc..

Part 2: Cost of OS, Database and other 3rd party software required to running application for 8 years from the date of Go-Live

Sr No.	Particular	Unit Price	No. of License/Unit	Total
1				
2				
3				
4				
5				
...				
Total Amount (Rs.)				

Bidders must list all the software needed to run the application perpetually in above mentioned table (Part 2) along with the cost of the licenses. The cost mentioned of the perpetual nature software licenses listed above should give right to use the software (to the tenderer) in perpetuity with no dependency on the bidder **(and no dependencies on ATS and AMC for the products)** from the date of purchase of the license by bidder for GSFS. The cost of the ATS/AMC for the products listed in Part 2 table above should be mentioned in Part 3 below.

SDC/GIL/Department reserves right to procure proposed licenses directly based on the proposed technology stack suggested by bidder. The cost of such licenses would be reduced from Part2 and Part 3 tables of the financial bid. SDC/GIL/Department may provide licenses in such situation for the project. However, the cost of such licenses given in financial bid submitted by the bidder would be considered to determine the L1 bidder.

Part 3: Cost of ATS and AMC of OS, Database and other 3rd Party software required to running application for 8 years from the date of Go-Live

				Yearly Cost (Rs.)								
Sr. no.	Particular	Unit Rate	No. of Unit	Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8	Total
	A	B	C	D	E	F	G	H	I	J	K	
1												
2												
3												
4												
5												
...												
Total Amount (Rs.)												

Bidders must list all the products and support having subscription nature (e.g. Enterprise /Open source products (RHEL, Oracle MySQL) etc) in table mentioned above (Part 3). The bidder must provide highest supported version of the software licenses.

Part 4: Cost of Operation & Maintenance support with continuous development at GSFS for 8 year

Sr. No.	Particular	No. of Resource	Year 1		Year 2		Year 3		Year 4		Year5		Year 6		Year 7		Year 8		Total
			Per month Rate (Rs.)	Y1	Per month Rate (Rs.)	Y2	Per month Rate (Rs.)	Y3	Per month Rate (Rs.)	Y4	Per month Rate (Rs.)	Y5	Per month Rate (Rs.)	Y6	Per month Rate (Rs.)	Y7	Per month Rate (Rs.)	Y8	
1.																			

2.																			
3.																			
4.																			
5.																			
6.																			
7.																			
8.																			
9.																			
10.																			
Total																			

Bidder will submit manpower cost like project manager, developers for the O&M period which will be stationed at bidder's location.

One person will be stationed at GSFS office for handholding support. Office Space, Sitting Space, required Furniture, Electricity will be provided by the department to the deployed resources. Rest anything required during the project shall be provided by the bidder.

Annexure A: Performance Bank Guarantee

(To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.

Date:

To

Name & Address of the Purchaser/Indenter

Dear Sir,

In consideration of Name & Address of the Purchaser/Indenter, Government of Gujarat, Gandhinagar (hereinafter referred to as the OWNER/PURCHASER which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having awarded to M/s. _____ having Principal Office at _____ (hereinafter referred to as the "SELLER" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the supply of _____ by issue of Purchase Order No. _____ Dated _____ issued by Gujarat Informatics Ltd. Gandhinagar for and on behalf of the OWNER/PURCHASER and the same having been accepted by the SELLER resulting into CONTRACT for supplies of materials/equipment's as mentioned in the said purchase order and the SELLER having agreed to provide a Contract Performance and Warranty Guarantee for faithful performance of the aforementioned contract and warranty quality to the OWNER/PURCHASER, _____ having Head Office at (hereinafter referred to as the 'Bank' which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the sum of Rs. _____ (Rupees _____) to the OWNER/PURCHASER on demand at any time up to _____ without a reference to the SELLER. Any such demand made by the OWNER/PURCHASER on the Bank shall be conclusive and binding notwithstanding any difference between Tribunals, Arbitrator or any other authority.

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

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHAER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

The Bank also agree that the OWNER/PUCHASER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding

against the SELLER and not withstanding any security or other guarantee that the OWNER/PURCHASER may have in relation to the SELLER's liabilities.

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs. _____ (Rupees _____) and it shall remain in force up to and including _____ and shall be extended from time to time for such period as may be desired by the SELLER on whose behalf this guarantee has been given.

Dated at _____ on this _____ day of _____ 2021

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &
Its official Address

Annexure B: Format of Earnest Money Deposit in the form of Bank Guarantee

Ref:

Bank Guarantee No.

Date:

To,
Deputy General Manager (Application Development)
Gujarat Informatics Limited
Block No: 2, 2nd Floor
Karmayogi Bhavan, Sector-10
Gandhinagar

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the Tender no: XXXX for "To Design, Development, and implementation of the web based Integrated Financial Accounting Management information & Decision Support System (IFA & MIS) for Gujarat State Financial Services Ltd" 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 ----- 2016.

THE CONDITIONS of this obligation are:

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

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

This guarantee will remain valid up to 9 months from the last date of bid submission. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHASER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things. The Bank also agree that the OWNER/PURCHASER 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 notwithstanding any security or other guarantee that the OWNER/PURCHASER may have in relation to the SELLER's liabilities.

Dated at _____ on this _____ day of _____ 2021.

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/10/2020/42/DMO dated 19.10.2020 issued by Finance Department or further instruction issued by Finance department time to time.

Annexure C: 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 / 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 / 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 / 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 / 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 duesItaxesIcessIchargesIfees 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)