

**Tender for Selection of Service Provider for
Escrow Services for Home Department
Integrated IT Solution (HD– IITS) of
Home Department
Govt. of Gujarat**

Earnest Money Deposit: Rs. 20,000/-.
(Bidders can also submit the EMD with Payment online through
RTGS / internet banking in Beneficiary name Gujarat Informatics
Ltd., Account No. 50100247366022,
IFSC Code HDFC0000190, Bank Name HDFC Bank Ltd. Branch
address Sector-16, Gandhinagar Branch)



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	:	15.07.2022 up to 1500 hrs
Date of pre-bid meeting	:	15.07.2022 up to 1500 hrs at GIL
Last date for submission of Bids (online)	:	26.07.2022 up to 1500 hrs
Date of opening of bids	:	26.07.2022 up to 1600 hrs

Abbreviation

SCRB	State Crime Member Bureau
HDIITS	Home Department Integrated IT Solution
DST	Department of Science & Technology, GoG
GoG	Government of Gujarat
GSDC	Gujarat State Data Center
GIL	Gujarat Informatics Limited
ITB	Instruction to Bidder
EMD	Earnest Money Deposit
GCC	General Condition of Contract
SCC	Special Condition of Contract
PBG	Performance Bank Guarantee
SP	Service Provider
TP	Training Provider
TC	Training Centre

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1. SECTION 1: INVITATION FOR BIDS

Gujarat Informatics Limited, on behalf of Home Department invites online bids for "Tender for Selection of Service Provider for Escrow Services for Home Department Integrated IT Solution (HD– IITS) of Home Department."

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 (<https://gil.gujarat.gov.in>) as well as from <https://gem.gov.in>.
2. This RFP document is not transferable.
3. No Consortium will be allowed.
4. Bidders shall submit Bid security/EMD of Rs. 20,000/- 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 at Section 10) and must be submitted along with the covering letter. Start - UP is Exempted from EMD and Bid processing fee. MSME is Exempted only when MSME unit is OEM or developing end to end software by themselves only & MSME Certificate having code **Division 62: Computer programming, consultancy and related activities will only be exempted.**

OR

Bidders can also submit the EMD with Payment Online through RTGS/internet banking in Beneficiary name Gujarat Informatics Ltd., Account No. 50100247366022, IFSC Code HDFC0000190, Bank Name HDFC Bank Ltd. Branch address Sector-16, Gandhinagar Branch.

5. The sealed cover should be super scribe as "Bid Security/EMD for the Request for Proposal for "Tender for Selection of Service Provider for Escrow Services for Home Department Integrated IT Solution (HD– IITS) of Home Department." Bidder to submit AFFIDAVIT PHYSICALLY as per the prescribed format (To be submitted IN ORIGINAL on Non-Judicial Stamp Paper of Rs 100/- duly attested by First Class Magistrate/ Notary public) along with the sealed cover. Bidder who have submitted EMD online has to follow the above process for Affidavit.

6. Important Information

Sl. No.	Information	Details
1.	Last Date, Time for submission of written queries for clarification only by e-mail as per predefine format.	15.07.2022 up to 1500 hrs Email: dgmapp-gil@gujarat.gov.in ; Jasvantm@gujarat.gov.in ;
2.	Pre-bid meeting Date, Time and Venue.	15.07.2022 up to 1500 hrs at GIL. Address: Gujarat Informatics Limited Block No. 2, 2nd Floor, C & D Wing, Karmayogi Bhavan Sector - 10 A, Gandhinagar - 382010 Gujarat.
3.	Last date and time for submission of EMD/ Bid Security fees in GIL physically along with original Affidavit of Self Declaration .	26.07.2022 up to 1500 hrs at GIL
4.	Last Date and Time for the Submission of Proposal (Technical and Commercial) (Online)	26.07.2022 up to 1500 hrs at GIL
5.	Place, Date and Time for opening of Technical Proposals	26.07.2022 up to 1600 hrs at GIL
6.	Tentative Date of presentation by qualified bidders based on pre-qualification	Will be intimated to qualified bidders
7.	Contact person for queries	DGM (App), Gujarat Informatics Limited. Email: dgmapp-gil@gujarat.gov.in ; Jasvantm@gujarat.gov.in ;
8.	Address for communication	Gujarat Informatics Limited Block No. 2, 2nd 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 be provided to the technically qualified bidder later on.
10.	Bid validity	180 days

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

2. SECTION 2: INSTRUCTIONS TO BIDDERS

INTRODUCTION

2.1 Source of Funds.

2.1.1 Home Department is calling the SP for Escrow Services for Home Department Integrated IT Solution (HD– IITS) of Home Department as mentioned in the Scope of work.

2.1.2 The Work order for the required service will be placed to the selected SP by Home Department directly and the payment for the service mention in the said work order will be made directly by Home Department from their own source of fund as per financial terms and condition of RFP.

2.2 Pre-Qualification Criteria

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

Sr. No.	Eligibility Criteria	Attachments
I.	Bidder Should be Company registered under Companies Act 1956/2013/LLP/ partnership /proprietorship firm and Registered under the Service Tax Act and must have 5 years of existence in India as on bid submission date	Valid copy of the Certificate
II.	The bidder should have completed three projects for Escrow Services. The Bidder should be Escrow Agency firm and should be in operations in successful a standard Escrow Account governed by the standard escrow agreement anywhere in India for at least 5 Years as on date of submission of bid..	Work Orders / Client Certificates confirming year and area of activity and copy of Certificate of Incorporation.
III.	The Bidder should have an annual turnover of at least Rs. 2.5 Crores during each of the last three financial years (2018-19, 2019-20 and 2020-21) or cumulative turnover of Rs. 7.5 Crore for the last three financial years (2018-19, 2019-20 and 2020-21)	Audited and Certified Balance Sheet & Profit/Loss Account of last 3 Financial Years.
IV.	The bidder should have CMMi level 3 or above certification OR ISO 9001:2015 or above certification valid as on bid submission date.	Bidder should submit the valid ISO certification & its authenticity must be verified using any portal. CMMi level 3 or above certification must be verified using portal of CMMi institute.

Sr. No.	Eligibility Criteria	Attachments
V.	The Bidder should have at least one office in Gujarat and preferably support centers/logistics for the entire state. If the Bidder is not having any office in Gujarat, then bidder should submit a letter of undertaking to open an office in Gujarat within 45 days from the date of issue of work order if he is awarded the work.	The copy of Property tax bill/Electricity Bill/Telephone Bill/G.S.T.-C.S.T. Registration/Lease agreement should be submitted as proof Or Undertaking Letter
VI.	No Consortium will be allowed.	Self-declaration
VII.	The Bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Gujarat or any of the PSU in the state of Gujarat. Certificate / affidavit mentioning that the Bidder is not currently blacklisted by Government of Gujarat or any of the PSU in the state of Gujarat at least for three years (excluding the current financial year) due to engagement in any corrupt & fraudulent practices.	Self-Declaration as per Format

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 e-Tendering website <https://gem.gov.in>

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.

BIDDING DOCUMENTS

2.4 Contents of Bidding Documents

2.4.1 The bid must be submitted online on <https://gem.gov.in>.

2.4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents in format or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

2.5 Clarification of Bidding Documents

2.5.1 A prospective bidder requiring any clarification of the bidding documents may seek clarification of his/her query on the date indicated on RFP clause of this document.

GIL/ Home Department 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
Sr. No.	Bidding Document Reference (Clause /page)	Content of RFP requiring clarification	Points of Clarification required
1			

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/Home Department.

2.6 Amendment of Bidding Documents

- 2.6.1 At any time prior to the deadline for submission of bids, GIL/ Home Department 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://gem.gov.in>.
- 2.6.2 In order to allow prospective bidders reasonable time to consider the amendments while preparing their bids, GIL/ Home Department 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.

PREPARATION OF BIDS

2.7 Language of Bid

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

2.8 Documents Comprising the Bid

- 2.8.1 The bid prepared by the Bidder shall comprise of the following documents:
- Cover of EMD and Affidavit (Physically at GIL)

- b. Technical Bid and a Financial Bid completed in accordance with ITB Clauses 2.9, 2.10 and 2.11 (Online)
- 2.8.2 The bid documents and addendums (if any) together shall be considered as final and self-contained bid document notwithstanding any previous correspondence or document issued by GIL/Home Department.
- 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://gem.gov.in>.
- 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, applicable GST, inland transportation, insurance and other local costs incidental to delivery of the goods and services to their final destination within the state of Gujarat. **It is to reiterate that bidder to quote with tax prices in financial bid in online GeM portal.**
 - b) Invoicing shall be from Gujarat only.
- 2.10.3 The Bidder's separation of the price components in accordance with the ITB Clause 2.10.2 above will be solely for the purpose of facilitating the comparison of bids by GIL and will not in any way limit the Client's right to contract on any of the terms offered.
- 2.11 Bid Currency**
- 2.11.1 Prices shall be quoted in Indian Rupees only.
- 2.12 Period of Validity Bids**
- 2.12.1 Bids shall be valid for 180 days after the date of bid opening. The GIL/ Home Department shall reject a bid valid for a shorter period as non-responsive.
- 2.12.2 In exceptional circumstances, the tendering authority may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.
- 2.12.3 Bid evaluation will be based on the bid prices without taking into consideration the above changes.
- 2.13 Format and Signing of Bid**
- 2.13.1 Bidders have to submit the bids on the e-Tendering website <https://gem.gov.in>. **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 /Home Department during the pre-bid conference.

SUBMISSION OF BIDS

2.14 Sealing and Marking of Bids

- 2.14.1 All bids must be submitted online through <https://gem.gov.in> as per the formats mentioned therein using digital signatures.
- 2.14.2 Telex, cable, e-mailed or facsimile bids will be rejected.

2.15 Deadline for Submission of Bids

- 2.15.1 Bids must be submitted online not later than the time and date specified in the Invitation for Bids (Section I). In the event of the specified date for the submission of Bids being declared as a holiday for GIL, the bids will be received up to the appointed time on the next working day.
- 2.15.2 GIL may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with ITB Clause 2.6, in which case all rights and obligations of GIL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16 Late Bids

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

2.17 Modification and Withdrawal of Bids

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

OPENING AND EVALUATION OF BID

2.18 Opening of Bids by GIL

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

**Gujarat Informatics Limited
Block no. 2, 2nd Floor, Karmayogi Bhavan,
Sector-10A, Gandhinagar-382017, Gujarat**

- The Bidder's representative who is present shall sign an attendance register evidencing their attendance. In the event of the specified date of Bid opening being declared holiday for the tendering Authority, the Bid shall be opened at the appointed time and location on the next working day.
- 2.18.2 The Bidder's names, bid modifications or withdrawals, bid prices and the presence or the absence of requisite bid security and such other details, as Home Department, at his discretion, may consider appropriate, will be announced at the time of opening. No Bid shall be rejected at the opening, except for late bids, which shall be returned unopened to the bidders pursuant to ITB Clause 2.18.
- 2.18.3 Bids that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

2.18.4 Financial bids of only those bidders who qualify on the basis of pre-qualification, technical bid (presentation/demonstration) will be opened in the presence of the qualified bidders or their representatives at pre-specified time and date which will be communicated to the qualified bidders well in advance.

2.18.5 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 Home Department /GIL may, at its discretion, ask the bidder for a clarification of its bid. Home Department /GIL may also ask for rate analysis of any or all items and if rates are found to be unreasonably low or high, the bid shall be treated as non-responsive and hence liable to be rejected. The request for a clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

2.20 Preliminary Examination

2.20.1 GIL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

2.20.2 If a bid is not substantially responsive, it will be rejected by GIL and may not subsequently be made responsive by the bidder by correction of the non-conformity.

2.20.3 Conditional bids are liable to be rejected.

2.21 Contacting GIL/ Home Department

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

2.21.2 Any effort by a bidder to influence GIL in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the bidder's bid and also forfeiture of his bid security amount.

AWARD OF CONTRACT

2.22 Post-qualification

2.22.1 An affirmative determination will be a prerequisite for the award of the contract to the Bidder. A negative determination will result in rejection of Bidder's bid, in which event the Home Department will proceed to the next lowest evaluated bid to make a similar determination of the Bidder's capabilities to perform the contract satisfactorily.

2.23 Award Criteria

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

2.23.2 Home Department reserves the right to award the contract to the bidder whose bid may not have been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

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

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

2.24.1 Home Department/GIL reserve the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for GIL' action.

2.25 Notification of Awards

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

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

2.26 Signing of Contract

2.26.1 At the same time as Home Department notifies the successful Bidder that its bid has been accepted, Home Department will send the bidder the Contract Form, incorporating all the agreements between three parties (Home Department, M/s, TCS and bidder).

2.26.2 **Within 15 days of receipt** of the Contract Form, the successful bidder shall sign and date the contract and return it to Home Department.

2.27 Corrupt or Fraudulent Practices

2.27.1 Home Department 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, Home Department defines for the purposes of this provision, the terms set forth as follows:

c) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution: and

d) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or an execution of a contract to detriment of the Home Department/GIL and includes collusive practice among the bidders (Prior to or after the bid submission) designed to establish bid prices at artificial non-competitive level and to deprive the Home Department/GIL of the benefit of the free and open competition.

2.27.2 Home Department shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices and same shall be conveyed to Dept of Science & Technology/GIL or black listed by any of the Department of Government of Gujarat in competing for the contract in question.

2.27.3 Home Department shall declare a firm ineligible, and black listed either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in

executing, a contract. The same shall be conveyed to Dept of Science & Technology/GIL.

2.27.4 If any of the qualifying documents submitted by the bidder are found to be fraudulent or bogus at any time after the award of contract, the contract shall liable to be terminated with immediate effect.

2.27.5 If it is found that bidder have violated/ infringement of any Indian or foreign trademark, patent register, design, or other intellectual property rights, HOME DEPARTMENT shall terminate the contract of bidder and / or declare a firm ineligible and black listed either indefinitely or for stated period.

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

2.28.1 In case of any ambiguity in the interpretation of any of the clauses in Bid Document or the Contract Document, GIL's interpretation of the clauses shall be final and binding on all parties.

2.28.2 However, in case of doubt as to the interpretation of the bid, the bidder may make a written request prior to the pre-bid conference to;

Gujarat Informatics Limited

Block no. 2, 2nd Floor, Karmayogi Bhavan,

Sector-10A, Gandhinagar-382017, Gujarat

Home Department/GIL may issue clarifications to all the bidders as an addendum. Such an addendum shall form a part of the bid document /Contract document.

3. SECTION 3: GENERAL CONDITION CONTRACT.

3.1 Definitions

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

- a) "The Contract" means the agreement entered into between Home Department, M/s. TCS Ltd. and the service provider (SP), as recorded in the Contract Form Signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- b) "The Contract Price" means the price payable to the service provider under the Contract for the full and proper performance of its contractual obligations;
- c) "Services" means all the services mentioned in scope of work of this document.
- d) "GCC" means the General Conditions of Contract contained in this section.
- e) "Home Department" means client availing the service from the SP.
- f) "The Client's Country" is the country named in GCC.
- g) "The SP means service provider" means the individual or firm supplying the and / or Services under this Contract.
- h) "Day" means a working day.
- i) "Critical deliverables" means the deliverables supplies by SP
- j) "Time required for approval" means the time lapsed between the date of submission of a critical deliverable (complete in all respect for all the business functions /services) and the date of approval excluding the intermediate time taken by the Service Provider for providing clarifications/modifications and communication.
- k) The "Bid Document" and "Tender Document" are the same.
- l) "The Project Site", wherever applicable, means the place or places where the work is to be executed.
- m) "Completion of work" means it should be certified by the authority considering the services as proposed in the RFP/work order.

3.2 Country of Origin

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

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

3.3 Use of Contract Documents and Information

3.3.1 The service provider shall not, without Home Department's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the in connection therewith, to any person other than a person employed by the service provider in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

3.3.2 The service provider shall not, without Home Department's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

- 3.3.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of Home Department and shall be returned (in all copies) to Home Department on completion of the service provider's performance under the Contract if so required by Home Department.
- 3.3.4 The Service Provider shall permit Home Department /GIL to inspect the service provider's accounts and records relating to performance of the service provider with regards to this contract and to have them audited by auditors appointed by Home Department /GIL, if so required by Home Department /GIL.
- 3.3.5 The bid and all materials submitted to the Home Department /GIL must be considered confidential and must be submitted in sealed envelope clearly marked as "Confidential".

3.4 Patent Rights, Copy Right

- 3.4.1 The Service Provider shall indemnify Home Department /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.

3.5 Earnest Money Deposited (EMD)/Bid Security

- 3.5.1 The bidder shall furnish, as part of its bid, an Earnest Money Deposit in the form of Demand Draft OR in the form of an unconditional Bank Guarantee (which should be valid for 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 at Section 09) and must be submitted along with the covering letter.

OR

Bidders can also submit the EMD with Payment Online through RTGS/internet banking in Beneficiary name Gujarat Informatics Ltd., Account No. 50100247366022, IFSC Code HDFC0000190, Bank Name HDFC Bank Ltd. Branch address Sector-16, Gandhinagar Branch.

- 3.5.2 Proposals not accompanied by EMD shall be rejected as non-responsive.
- 3.5.3 The successful bidder's bid security will be discharged from GIL only after the signing of the contract and submission of performance security.
- 3.5.4 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.
- 3.5.5 The EARNEST MONEY DEPOSIT shall be forfeited:
- 3.5.5.1 If a bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form;
 - 3.5.5.2 Or in case of a successful Bidder, if the Bidder fails to sign the Contract; or to furnish the performance security.
 - 3.5.5.3 No exemption for submitting the EMD will be given to any agency.

3.6 Performance Security/Performance Bank Guarantee (PBG)

- 3.6.1 The successful Bidder has to furnish a security deposit so as to guarantee his/her (Bidder) performance of the contract.
- 3.6.2 The Successful bidder has to submit **Performance Bank Guarantee @ 10% of total order value within 15 days** from the receipt of notification of award/Contract Signing for the duration of warranty of all Nationalized Bank including the public sector bank or Private Sector Banks authorized by RBI or Commercial Bank or Regional Rural Banks of Gujarat or Co-Operative Bank of Gujarat (operating in India having branch at Ahmedabad/Gandhinagar) as per the G.R. no. EMD/10/2020/42/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 as per Section 10).
- 3.6.3 The Performance Security shall be in the form of Bank Guarantee valid till 6 months from the date of contract expiry.
- 3.6.4 The proceeds of the performance security shall be payable to the Home Department as compensation for any loss resulting from the Service provider's failure to complete its obligations under the Contract.
- 3.6.5 The Performance Security will be discharged by Home Department and returned to the Bidder on completion of the bidder's performance obligations under the contract.
- 3.6.6 In the event of any contract amendment, the bidder shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period.
- 3.6.7 No interest shall be payable on the Performance Bank Guarantee amount. Home Department 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.

3.7 Delivery and Documents

- 3.7.1 Delivery of the Goods shall be made by the Service Provider in accordance with the terms specified by Home Department in the Notification of Award.

3.8 Incidental Services

The Service Provider is required to provide the following services, including additional services, if any.

- 3.8.1 performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
- 3.8.2 furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- 3.8.3 furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
- 3.8.4 Performance or supervision or maintenance and/or repair of the supplied Goods, for the period of time mentioned in the tender notification.

3.9 Prices

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

3.10 Assignment

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

3.11 Delays in the Service Provider's Performance

- 1) Delivery of the Goods and performance of the Services shall be made by the Service Provider in accordance with the time schedule specified by GIL/ Home Department.
- 2) If at any time during performance of the Contract, the Service Provider or his sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Service Provider shall promptly notify GIL/ Home Department in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, GIL/ Home Department shall evaluate the situation and may, at its discretion, extend the Service Provider's time for performance with or without a penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 3) The bidders shall read & understand the requirements thoroughly & shall adhere to the schedule strictly.

3.12 Termination for Default or otherwise

3.12.1 Home Department may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the service provider, terminate the Contract in whole or part:

- a) if the service provider fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by Home Department; 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 Home Department 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.

3.12.2 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.

3.13 Force Majeure

3.13.1 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.

3.13.2 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.

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

3.14 Termination for Insolvency

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

3.15 Termination for Convenience

3.15.1 Home Department 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 Home Department'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.

3.15.2 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 Home Department at the Contract terms and prices. For the remaining services, Home Department 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.

3.16 Resolution of Disputes

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

3.17 Governing Language

3.17.1 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.

3.18 Applicable Law

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

3.19 Taxes and Duties

3.19.1 Service providers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted software/ services to Home Department.

3.20 Binding Clause

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

3.21 GIL/ Home Department reserves the right: -

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

3.21.2 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.

3.21.3 The decision regarding acceptance of tender by GIL/ Home Department will be full and final.

3.21.4 Conditional tenders shall be summarily rejected.

3.21.5 Home Department is free to phase out the work if it feels it necessary.

4. SECTION 4: SPECIAL CONDITIONS OF CONTRACT

Timeline for Home Department Project

4.1 Time Limit for Home Department Project

Sr. No.	Activity/Milestone	Completion Timelines	Deliverable
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)	Submit contract agreement
2	Preparation and finalization of escrow agreement	T ₁ = T + 2 week	Submit and finalize escrow agreement
3	Setting up of Escrow Account	T ₂ =T ₁ +4 week	Submission of consent
4	Deposit of the "Deposit Materials" and all the project deliverables into the Escrow account as per the agreed terms and conditions with the Tenderer	T ₃ =T ₂ +8 week	Deliver a copy of the Deposit Inventory Form
5	Audit, update & maintenance of source code escrow account	During the contract period	As per agreement conditions
6	Release of deposit material	Within 01 week of receiving the notice from both the parties ('owner' & 'beneficiary')	Release of all the deposit material

Payment terms

4.2 Payment:

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

Sr. NO.	Activity/Milestone	Payment terms
1	One time source code Escrow Account set-up charge along with finalization of escrow agreement	As per agreement & amount quoted in financial bid
2	Release Fee (one time)	
3	Annual fee for update & maintenance of source code escrow account	

Service Level agreement (SLA) & Penalty clause

4.3 Service Level Agreement & Penalty Clause

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the SP to Home Department for the duration of the contract for providing applications, Training, Maintenance and

Warranty support against the stated scope of work. Home Department shall regularly review the performance of the services being provided by the SP and the effectiveness of this SLA.

4.3.1 Definitions

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

- "Incident" refers to any event / abnormalities in the functioning of Home Department specified services that may lead to disruption in normal operations of Home Department 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.

4.3.2 Categories of SLAs

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

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

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

4.3.2.1 User Interface

SLA Measure	Severity 1	Severity 2	Severity 3	Severity 4	Flat Penalty Rs.
Response Time	15 Min	30 Min	45 Min	1 hr	
	< 30 Min	< 1 Hrs	<1 Hrs	<2 Hrs	NIL

Resolution Time	>0.5 hrs & < 1Hrs	>1Hrs & < 2 Hrs	>1 & <2 Hrs	>2 Hrs & < 3Hrs	500 Per Hrs
	Above 1 Hrs or part thereof	Above 2 Hrs	Above 2 Hrs	Above 3 Hrs	1000 Per Hrs

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

Example: Application Software related problems affecting all or most of the users e.g. users are unable to log-in, users are unable to register, users are unable to access the Research Support Scheme etc.

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

Example: authority is not able to issue the certificate or action as may need to take;

Severity 3: Service is adversely affected resulting in limited 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

- I. Penalty calculations shall be calculated on accumulated non-compliance for all of the above SLAs.
- II. Total Time shall be measured on 24*7 basis.
- III. Any planned downtime for maintenance shall be with prior written permission from Home Department and must be intimated to all users.
- IV. Delay which is not attributable to SP, will not be considered.

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:

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

5. SECTION 5: SCOPE OF WORK

Background:

As the continued operation and maintenance of Home Department Integrated IT Solution (HD- IITS) is critical, it is desired to make sure that it continues even if the system integrator is unable to do so, for e.g., in case of end of contract or any other terms and conditions of the contract. This can most easily be achieved by obtaining a copy of the up-to-date source code as well as project specific documents. However as per the contract between Home Department, Government of Gujarat and TCS as a solution to conflict of interest, source code escrow agency is to be hired to ensure that the source code obtained by TCS can be reused, recreated, and maintained against the live application.

The indicative scope of work for the escrow agent would be as below.

1. The Escrow Agency shall setup a standard Escrow Account governed by the standard escrow agreement for submission of Deposit Materials for the Home Department Integrated IT Solution (HD- IITS). The Escrow Agency shall draft and define the release conditions as per the mutual agreement of owner and the beneficiary and enter into a tripartite Software Escrow Agreement with the beneficiary (Home Department, Government of Gujarat) and the owner (TCS).
2. Escrow agency shall deposit the “Deposit Materials” (including “Updates”) into the Escrow as per the agreed terms and conditions with the Tenderer.
3. Escrow Agency shall do the preliminary study of all the project deliverables by owner to the beneficiary prepare a composite list and share with the owner and the beneficiary for approval. Escrow Agency shall ensure that all the project deliverables defined in the contract document and RFP have been deposited by the owner in the Escrow Account as deposit material. Escrow Agency shall generate an index of the Deposit Materials and provide a copy of the list to the Department.
4. The escrow agency shall offer submission methods such as escrow synchronization, automated submission scripts via sftp, manual online submission and manual offline submission on mutual agreement with Home Department, Government of Gujarat and TCS.
5. Escrow agency shall discover if any of the Deposit Materials are encrypted, or password protected or to provide de-encryption tools/keys, passwords or information needed for decryption and inform to the Department. Deposit Materials will be readily reproducible by ESCROW agency for copying as needed under the Agreement.
6. Two copies of the Deposit Materials shall be stored in a dedicated, secure, and electronically monitored storage facility by the Escrow Agency at two different locations.

7. For the Escrow Account, the escrow agency shall allot required space. In the event the tenderer requires additional storage to store the Deposits then the escrow agency shall make provision of the additional storage.
8. The escrow agency shall maintain the version control of the deposit materials submitted by the owner. Any change made in the application after obtaining the first version of source code to the escrow agent, owner (TCS) has to update the same with version control and owner (TCS) will be providing the test criteria for which escrow agent will evaluate upon and update accordingly.
9. Escrow Agency should have Legal, technical, and administrative experts, to work with the Department.
10. Escrow agency will provide different levels of technical verification when deposit materials are submitted to them. The escrow agency shall employ its own developers to adapt to the tenderer's needs and unique situations.
11. When Deposit Materials are received, a specialist of Escrow agency shall conduct an inspection in accordance with defined procedures and checklist. Post inspection, the specialist shall discover discrepancies and report in writing for correction.
12. To confirm receipt of the Deposit Materials, Escrow Agency shall mail or otherwise deliver a copy of the Deposit Inventory Form to Owner and Beneficiary.
13. If the department believes that the Deposit Materials, as identified in the Deposit Inventory Form, are deficient (e.g., incomplete, or inadequate) or if there is some other problem, then the department shall notify Escrow Agency and Owner to resolve the matter. It will be Escrow Agency and Owner's responsibility to deposit all required Deposit Materials.
14. Escrow Agency shall be responsible for verifying the completeness, accuracy, suitability, state, format, safety, quality, or content of the Deposit Materials. Escrow Agency shall conduct technical verifications of Deposit Materials for the department.
15. Escrow Agency shall generate an index of the Deposit Materials and provide a copy of the list to the Department.
16. Escrow Agency shall ensure the receiving of below listed documents apart from source code in the deposit material (but not limited to) as part of the project deliverables from the owner:
 - i. Detailed Project Plan
 - ii. User Requirement Specification
 - iii. System Requirement Specification
 - iv. EIS and MIS Requirement document

- v. Reengineering Requirements Document (RRD)
- vi. System Design Document (SDD)
- vii. High Level Design (HLD) & Low-Level Design (LLD) Document
- viii. Techno-Commercial Evaluation Document (TCED)
- ix. Detailed integration plan with other external applications
- x. Detailed Test reports by EQDC
- xi. User Acceptance Test Plan & Report
- xii. User manuals & Technical Manuals
- xiii. Module and user wise training manuals
- xiv. Administration manual
- xv. Report of the completion of first parallel run
- xvi. Review report of performance for the first stage of implementation

17. "Owner", "Beneficiary" shall be allowed to audit Escrow Agency once in a year upon advance notice. The Escrow agency shall support the Owner/Beneficiary in the annual audit process.

18. Any other roles and responsibility as per the standard source code escrow services or as per tripartite escrow agreement, which are not mentioned above shall be part of SoW of the Escrow Agency.

19. All disputes or differences arising out of or in connection with the contract agreement shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of relating to the contract agreement or performance, which cannot be settled amicably, may be resolved through arbitration. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator. The seat/venue/place of arbitration shall be Gandhinagar. The Arbitration and Conciliation Act, 1996 shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties. The parties shall bear the cost of Arbitration unless the Arbitrator decides otherwise. The existence of the dispute or the initiation or continuance of any arbitration proceedings will not delay or postpone the performance/obligation of the Parties. The Parties and the arbitrator shall maintain confidentiality and shall not disclose the existence, content, or result of any dispute without the prior written consent of the other Party.

20. The "Release conditions" will be defined by the escrow agent in consultation with both the parties. Preliminary release conditions will be as stated below:

- a. Fails to perform work as agreed upon in the Contract resulting from the RFP

- b. Fails to make available maintenance or support services for the application/product
- c. Transfers any ownership interest in the code to any party not named in the Contract
- d. Transfers all or substantially all its assets or obligations set forth in the Contract to a third party
- e. The current application reaches end of life, or the current application is otherwise discontinued
- f. The Beneficiary does not renew or extend the Contract or
- g. Any other conditions defined in the source code escrow agreement
- h. Fails to make modification/enhancement in the software as required by beneficiary.

1.1. Deliverables:

The following is the list of deliverables in the form of documents to be submitted by the SP in the course of project implementation.

- a. Security Test Plan.
- b. Security audit report
- c. User manuals in English languages
- d. Periodic Status and Review Reports
- e. Escalation Mechanism
- f. Exit Management Plan
- g. Fine Tuning updates/patches reporting
- h. The SP shall be responsible to maintain version control by utilizing the necessary tools and giving access to Home Department for monitoring and tracking purpose as and when required.

6. SECTION 6: TECHNICAL EVALUATION METHODAMOGY

A Three stages procedure will be adopted in evaluating the bids:

(i) **An Eligibility/Pre-qualification evaluation:**

The eligibility evaluation will be carried out based on the criteria mentioned in the tender document. All those bidders who matches all the eligibility criteria will be called for the presentation Evaluation.

(ii) **Technical Evaluation:**

Presentation/demonstration evaluation criteria:

Sr. No.	Parameters
1	<p>Proposed solution for Source Code ESCROW services as per requirement</p> <ul style="list-style-type: none">• Understanding of the requirements• Clarity on solution offered• Approach and methodology• Verification method and indexing of the Deposit Materials• Source code account security features• Bidder past experience and manpower/management details who are involved in Source Code ESCROW services• Receiving/ releasing methods of deposit materials• Value additions

6.1 Final Evaluation:

The bidder with the **lowest financial bid** will be invited for negotiations for awarding the contract.

7. SECTION 7: FINANCIAL BID

#	Particular	Total Cost with tax (Rs.)
1	One time source code Escrow Account set-up charge along with finalization of escrow agreement	
2	Release Fee (one time)	
3	Annual fee for update & maintenance of source code escrow account	
	Grand Total (Item no. 1+2+3) (Rs.)	

Note:

- **Price quoted should be inclusive of all taxes.**
- The grand total of item no. 1 to 4 will be considered for final evaluation.
- The cost of the above parts should be matched with the breakup of component mentioned in Part.
- **The Selected Bidder has to submit detail price breakup of each part (i.e. Part-1, Part-2 and Part-3) of financial bid within five days of the opening of the Financial Bid. Selected Bidder has to ensure that total of each line items must be match with each relevant part.**

8. SECTION 8: BID FORM

Date: GeM Bid No: GEM/2022/xxxxxxx dated DD.MM.2022

To,
Deputy Director (IT)
Gujarat Informatics Ltd.

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 "___Tender Title_____

_____” in conformity with the said bidding documents for the same as per the technical and financial bid and such other sums as may be ascertained in accordance with the Financial Bid attached herewith and made part of this bid. We have not placed any condition for the bid on our part and agree to bind ourselves to the terms and conditions of this tender unconditionally. Any conditions placed by us elsewhere in the present bid are hereby withdrawn unconditionally.

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

If our bid is accepted, we will obtain the guarantee of a bank for the sum indicated as per tender document for the due performance of the Contract, in the form prescribed by Home Department.

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 _____ 2022

Signature

(in the capacity of)

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

9. SECTION 9: FORMAT OF EARNEST MONEY DEPOSIT IN FORM OF BANK GUARANTEE

Ref:

Bank Guarantee No.

Date:

To,
Deputy Director (IT)
Gujarat Informatics Limited
Block no. 2, 2nd Floor, Karmayogi Bhavan
Sector-10A, Gandhinagar-382017,
Gujarat, India

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the Tender no: SWTDDMMYXXX for RFP for "-----"
KNOW ALL MEN by these presents that WE -----
----- having our registered office at -----
----- (hereinafter called "the Bank") are bound unto the -----, Gujarat Informatics Limited in the sum of ----- for which payment well and truly to be made to Gujarat Informatics Limited, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day of -----2022.

THE CONDITIONS of this obligation are:

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

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

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

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

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

Dated at _____ on this _____ day of _____ 2022.

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.

10. SECTION 10: PERFORMANCE BANK GUARANTEE

To: _____

WHEREAS _____ (Name of Service provider) hereinafter called "service provider" has undertaken, in pursuance of Contract No. _____ dated _____ to render services for _____ hereinafter called "The Contract". AND WHEREAS it has been stipulated by you in the said Contract that the SP shall furnish you with a Bank Guarantee by any Nationalized Bank including the public sector bank or Private Sector Banks authorized by RBI or Commercial Bank or Regional Rural Banks of Gujarat or Co-Operative Bank of Gujarat (operating in India having branch at Ahmedabad/ Gandhinagar) for the sum specified therein as security for compliance with the Supplier / SP's performance obligations in accordance with the Contract.

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

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

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

Signature and Seal of Guarantors

Date _____

Address _____

Approved Bank: Any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2020/42/DMO dated 19.10.2020 issued by Finance Department or further instruction issued by Finance department time to time.

11. SECTION 11: SELF DECLARATION

(TO BE SUBMITTED PHYSICALLY ALONG WITH EMD)

AFFIDAVIT

(To be submitted IN ORIGINAL on Non-Judicial Stamp Paper of Rs 300/- duly attested by First Class Magistrate/ Notary public)

I/We, _____, age _____ years residing at _____ in capacity of _____ M/s. _____ hereby solemnly affirm that

All General Instructions, General Terms and Conditions, as well as Special Terms & Conditions laid down on all the pages of the Tender Form, have been read carefully and understood properly by me which are completely acceptable to me and I agree to abide by the same.

I I We have submitted following Certificates I Documents for T.E. as required as per General Terms & Conditions as well as Special Terms & Conditions of the tender

Sr. No.	Name of the Document
1	
2	

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

It is clearly and distinctly understood by me that the tender is liable to be rejected if on scrutiny at any time, any of the required Certificates I Permissions I Documents I Permits I Affidavits is I are found to be invalid I wrong I incorrect I misleading I fabricated I expired or having any defect.

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

I I We also understand that failure to produce the documents in "Prescribed Performa" (wherever applicable) as well as failure to give requisite information in the prescribed Performa 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 | Board | Corporation | Government Financial Institution in context to purchase procedure through tender.

I | We confirm that I | We have meticulously filled in, checked and verified the enclosed documents | certificates | permissions | permits | affidavits | information etc. from every aspect and the same are enclosed in order (i.e. in chronology) in which they are supposed to be enclosed. Page numbers are given on each submitted document. Important information in each document is "highlighted" with the help of "marker pen" as required.

The above certificates/ documents are enclosed separately and not on the Performa 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 | 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 | 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 | Our Company has not filed any Writ Petition, Court matter and there is no court matter filed by State Government and its Board Corporation, is pending against our company .

I / We hereby commit that we have paid all outstanding amounts of dues/ taxes/ cess/ charges/ fees 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)

12. SECTION 12: PARTICULARS OF THE BIDDER'S ORGANIZATION

Sr. No.	Particulars	Details
Basic information of Organization		
I.	Name of firm	
II.	Address of the corporate headquarters with Name, Address, telephone no., contact person, mobile no., email ID	
III.	Date of incorporation	
IV.	PAN/TAN/Service Tax Details	
V.	List of current directors	
VI.	Other key management persons	
VII.	Key contact person/s for this project along with designation and contact details (Mobile no., email ID etc.)	

Note: Above details are mandatory, Bidder may use additional sheets for above submissions.

(Authorized Signatory)

Name: _____

Designation & Authority: _____

Place: _____

Date: _____

Stamp: _____

Company Name: _____

Business Address: _____

Note: - Kindly attach necessary supporting documents

13. SECTION 13: FORMAT FOR FINANCIAL CAPABILITY

Financial Information			
	FY 1	FY 2	FY 3
Total Turnover(in INR Crores)			
Other relevant information			

Note: Please attach relevant sections of the documentary proofs

14. SECTION 14: FORMAT FOR RELEVANT EXPERIENCE

Assignment name:	Approx. value of the contract:
Country: Location within Country:	Duration of assignment(months):
Name of Client:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided under the contract(in Current INR):
Start Date(Month/Year): Completion Date (Month/Year):	Number of Man-Months of Professional Staff Provided by Associated Consultants:
Project Completion Certificates:	Licensing/User Base/Geographical Spread:
Acceptance from Concerned Officers:	Name of senior professional staff of your firm Project Manager:
Narrative Description of Project:	
Description of Actual Services Provided by SI/Vendor:	

Note: Please attach relevant documentary proofs

15. SECTION 15: DECLARATION OF NOT BANNED/BLACKLISTED/DEBARRED

(on Company's letter head.)

Date : <<dd-mm-yyyy>>

To,
Deputy Director (IT)
Gujarat Informatics Ltd
Block no. 2, 2nd floor, Karmayogi Bhavan,
Sector-10A, Gandhinagar

Subject: DECLARATION OF NOT BANNED/BLACKLISTED/DEBARRED

Dear Sir,

With reference to the tender "<<Tender Name>>", I, undersigned <<Name of Signatory>>, in the capacity of <<Designation of Signatory>> certify that, our Company <<Name of the bidder>> is not currently blacklisted by Government of Gujarat or any of the PSU in the state of Gujarat at least for three years (excluding the current financial year) due to engagement in any corrupt & fraudulent practices.

Signature : _____

Name : _____

Designation : _____

Name of the Company : _____

Date : ____ / ____ / ____ .

Place : _____ .

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____, 2021 ____ Between _____ (*Name of purchaser*) of _____ (*Country of Purchaser*) hereinafter "the Purchaser" of the one part and _____ (*Name of Supplier*) of _____ (*City and Country of Supplier*) hereinafter called "the Supplier" of the other part :

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

TOTAL VALUE:

DELIVERY SCHEDULE:

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

Signed, Sealed and Delivered by the

Said _____ (For the Purchaser)

In the presence of _____

Signed, Sealed and Delivered by the

Said _____ (For the Supplier)

In the presence of _____

16. APPLICATION FOR EXEMPTION FROM EMD

Date: **GeM Bid No: GEM/2022/B/XXXX dated DD.MM.2022**

To,
Deputy Director (IT)
Gujarat Informatics Ltd.
Block no. 2, 2nd Floor, Karmayogi Bhavan,
Sector-10 A, Gandhinagar.

Subject: Application for the exemption from EMD under GeM Bid No: GEM/2022/B/XXXX dated DD.MM.2022.

Dear Sir,

As per guidelines, MSME/Startup is exempted from EMD when developing end to end software by themselves.

We _____are registered MSME (Udyam Registration Number-_____) /Startup_____. We have attached herewith the Udyam registration certificate/DIPP certificate for your consideration.

We are going to provide end to end software solution by ourselves only for the proposed tender.

So kindly provide us the eligible exemption from EMD for the application of **GeM Bid No: GEM/2022/B/XXXX dated DD.MM.2022.**

Regards,

Authorized Signatory & Stamp