

**Request for Proposal (RFP) for Selection of  
Agency for Supply, Implementation,  
and Maintenance of Enterprise Email Messaging  
Solution for GSDC, Government of Gujarat**



**Tender Number: SWT23042025**

GUJARAT INFORMATICS LIMITED  
(A Government of Gujarat Company)  
Block No. 2, 2nd Floor, Karmayogi Bhavan,  
Sector-10 A, Gandhinagar 382010.

## **DISCLAIMER**

GIL through this RFP invites proposals from reputed firms (hereafter referred as 'Bidders') which meets the evaluation criteria and can get empaneled with GIL to offer Enterprise Email Messaging Solution for Gujarat State Data Centre, Government of Gujarat.

The information contained in this Request for Proposal (RFP) document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Gujarat Informatics Limited (GIL)/ Gujarat State Data Centre, Government of Gujarat or any of their employees or consultants, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

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

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

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

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Acronyms and Explanation of Terms Used

Abbreviations and Acronyms	Description
Agency / SI	Selected Implementation Agency / System Integrator for the Project
API	Application Programming Interface
Authorised Signatory	The bidder’s representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
Authority/ Procuring Entity	GSDC/DIT is the purchaser in this RFP document.
BEC	Bid Evaluation Committee
BG	Bank Guarantee
Bid Security /EMD	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
Bid/ eBid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
BOM	Bill Of material
BoQ	Bill of Quantities
CA	Contract Agreement
Contract/ Procurement Contract	A contract entered-into between the procuring entity and a successful bidder concerning the subject matter of procurement
COTS	Commercial Off the Shelf Product
DC	Data Centre
DR	Disaster Recovery
ERP	Enterprise Resource Planning
FAT	Functional Acceptance Test
FRS	Functional Requirement Specifications
GIL	Gujarat Informatics Limited
GoG	Government of Gujarat
GoI	Government of India
GSDC	Gujarat State Data Centre
GST	Goods & Service Tax
HA	High Availability
ICT	Information and Communication Technologies
Incident	“Incident” refers to any event/issue that affects the normal functioning of the services / infrastructure, reported by the Client to the Supplier.
IP	Intellectual Property
ISO	International Organization of Standardization
IT	Information Technology
LAN	Local Area Network

<b>LOA</b>	Letter of Acceptance
<b>MIS</b>	Management Information System
<b>O&amp;M</b>	Operation and Maintenance
<b>OEM</b>	Original Equipment Manufacturer
<b>OEM</b>	Original Equipment Manufacturer
<b>OS</b>	Operating System
<b>PAN</b>	Permanent Account Number
<b>PBG</b>	Performance Bank Guarantee
<b>PT</b>	Performance Tests
<b>Purchaser/ Tendering</b>	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer.
<b>RDBMS</b>	Relational Database Management System
<b>Response Time</b>	“Response time” is the time interval between Client initiated event (e.g., logging of the request) and the bidder-initiated event in response to that stimulus.
<b>RFB</b>	Request for Proposal
<b>RPO</b>	Recovery Point Objective is the maximum allowable time between recovery points.
<b>Selected Bidder</b>	Selected Implementation Agency for the Project
<b>SIT</b>	System Integration Test
<b>SLA</b>	Service Level Agreement
<b>SRS</b>	Software Requirement Specifications
<b>T&amp;C</b>	Terms and Conditions
<b>TAN</b>	The Tax Deduction and Collection Account Number
<b>TEC</b>	Tender Evaluation Committee
<b>UAT</b>	User Acceptance Testing
<b>UPS</b>	Uninterrupted Power Supply

## **SECTION – 1**

### **1.1 Purpose of this Document**

Through this document, GIL invites tenders from reputed, experienced and financially sound System Integrator for implementation and operation of Enterprise Email Messaging Solution.

There will be no minimum commitment of business in respect of the development of application by the GIL at present or in future. Bidder may make their own assessment before submission of bids. No communication with respect to business/profit shall be entertained by GIL during the currency of contract.

The application platform along with services and prices discovered through this RFP may be used by GIL and /or other clients or customers of GIL.

GIL may, at its own discretion, extend the date for submission of bids. In such case, all rights and obligations of the GIL and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

### **1.2 Information Regarding RFP**

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

- a. Bidder shall upload their bids on <https://tender.nprocure.com>
- b. The Bid Security in a separate sealed envelope super scribed with the bid document number to GIL office.
- c. Bids complete in all respects should be uploaded on or before the BID DUE DATE.
- d. Technical Bids will be opened in the presence of Bidders' or their representatives who choose to attend on the specified date and time.
- e. In the event of the date specified for receipt and opening of bid being declared as a holiday for GIL office, the due date for submission of bids and opening of bids will be the next working day at the appointed time.
- f. Services offered should be strictly as per requirements mentioned in this Bid document.
- g. Please spell out any unavoidable deviations, Clause/ Article-wise in your bid under the heading Deviations.
- h. Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical / commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection.
- i. The bid submitted should be valid for a period of 180 days from the date of bid opening.

### **1.3 Instruction to the bidders for online bid submission**

- i. Tender documents are available only in electronic format which Bidders can download free of cost from <https://tender.nprocure.com>
- ii. The bids have been invited through e-tendering route, i.e., the eligibility criteria, technical and financial stages shall be submitted online on the website <https://tender.nprocure.com>
- iii. Bidders who wish to participate in this bid, will have to register on nprocure.

- iv. Interested and eligible Bidders are required to upload the eligibility related document in eligibility bid section, Technical related document in technical bid section & Commercial Bid in Commercial bid section. The Bids should be accompanied by a bid security & bid processing fees (non-refundable) as specified in this Bid Document. The Technical & Commercial Bid must be uploaded to <https://tender.nprocure.com> & the Bid Security and bid processing fees must be delivered to the office of Gujarat Informatics Ltd on or before the last date and time of submission of the bid.
- v. The eligibility section and the Bid Security & bid processing fees section will be opened on the specified date & time in presence of the Bidders or their authorized representative who choose to attend. In the event of the date specified for bid receipt and opening being declared as a holiday for the office of Gujarat Informatics Ltd the due date for submission and opening of bids will be the following working day at the scheduled times.
- vi. In case of any clarifications required, please contact Deputy General Manager (App), GIL in writing 2 days before the Pre-Bid meeting date.
- vii. In case the bidders need any support related to electronic bidding on <https://tender.nprocure.com/>, bidder may contact the following office:  
  
Technical Division  
Gujarat Informatics Limited  
Block No. 2, 2nd Floor, C & D Wing,  
Karmayogi Bhavan Sector - 10 A,  
Gandhinagar - 382010 Gujarat.  
E-mail: [dgmapp-gil@gujarat.gov.in](mailto:dgmapp-gil@gujarat.gov.in)

1.4 Fact Sheet

RFP for Selection of Agency for Supply, Implementation, and Maintenance of Enterprise Email Messaging Solution for GSDC, Government of Gujarat		
1.	RFP No.	SWT23042025
2.	Nature of Work	RFP for Selection of Agency for Supply, Implementation, and Maintenance of Enterprise Email Messaging Solution for GSDC, Government of Gujarat
3.	Authority	Gujarat State Data Centre, Government of Gujarat
4.	Date of issue of RFP Document	23.04.2025
5.	Contract Period	5 Years
6.	Pre-Bid Meeting	30.04.2025 at 1500 hours
7.	Start date for Submission of Proposals	23.04.2025
8.	Last date for Submission of Proposals	14.05.2025 up to 1500 hours
9.	Date of Opening of Un-priced bid & Technical stage	14.05.2025 up to 1600 hours



10.	Date & Time of opening of Commercial stage	Will be informed to the qualified bidders.
11.	Validity of the Bid	180 (one hundred eighty) days from the Bid Due Date.
12.	Venue of pre-bid meeting, opening of Technical & Commercial Bid/s	Gujarat Informatics Limited, Block No. 2, 2 <sup>nd</sup> Floor, Karmayogi Bhavan, Gandhinagar-382010
13.	Bid Processing Fees (Non-refundable)	<b>Rs. 17,700/-</b>
14.	Bid security (EMD)	<b>Rs. 60,00,000/-</b>
15.	Proposal Validity	180 days from the Proposal's submission date
16.	GIL Contact person	<b>Deputy General Manager (App)</b> E-mail: <a href="mailto:dgmapp-gil@gujarat.gov.in">dgmapp-gil@gujarat.gov.in</a> , <a href="mailto:manager-egov@gujarat.gov.in">manager-egov@gujarat.gov.in</a>
17.	Joint Ventures / Consortium	<b>NIL</b>

**Note:**

- 1) The TENDERER reserves all the rights to cancel the process and reject any or all the proposals at any time.
- 2) No contractual obligation whatsoever does arise from the RFP document/process unless and until a formal contract is signed and executed between the TENDERER and the successful proposers.
- 3) The TENDERER disclaims any factual or other errors in the RFP document (the onus is purely on the individual proposers to verify such information) and the information provided therein are intended only to help the proposers to prepare a logical proposal.

**1.5 Interpretation**

In this RFP, unless the context otherwise requires:

- a) The singular includes the plural and vice versa, and any word or expression used in the singular has the corresponding meaning used in the plural and vice versa.
- b) Reference to any gender includes the other genders.
- c) Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Sub paragraph, Annex, Exhibit, Attachment, Schedule, or Recital is a reference to a Clause, Sub-Clause, Paragraph, Sub paragraph, Annex, Exhibit, Attachment, Schedule, or Recital of this RFP.

- d)** A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices, and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed, or extended, from time to time, in accordance with the terms thereof.
- e)** The terms "include" and "including" shall be deemed to be followed by the words "without limitation", whether so followed, or mentioned in this RFP.
- f)** A reference to a "writing" or "written" includes printing, typing, lithography and other means of reproducing words in a visible form.
- g)** Any date or period outlined in this RFP shall be such date or period as may be extended by the Authority, in its absolute discretion.
- h)** A reference to "month" shall mean a calendar month, a reference to "week" shall mean a calendar week and a reference to "day" shall mean a calendar day, unless otherwise specified.
- i)** The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this RFP mean and refer to this RFP and not to any Article, Clause or Section of this RFP.
- j)** The terms "Article", "Clause", "Paragraph" and "Schedule" mean and refer to the Article, Clause, Paragraph and Schedule of this RFP so specified.
- k)** the words "other", "or otherwise" and "whatsoever" shall not be construed ejusdem generis or be construed as any limitation upon the generality of any preceding words or matters specifically referred to.
- l)** In the case of any conflict, discrepancy, or repugnancy between the provisions of the RFP and the provisions of the Agreement or any other documents, provisions of the Agreement shall prevail over and supersede the provisions of other documents.
- m)** In the event of any disagreement or dispute between the Authority and a Bidder regarding the materiality or reasonability of any matter including any event, occurrence, circumstance, change, fact, information, document, authorization, proceeding, act, omission, claims, breach, default or otherwise, the opinion of the Authority as to the materiality or reasonability of any of the foregoing shall be final and binding on the Bidder.
- n)** The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of the Agreement.
- o)** Words and abbreviations, which have well-known technical or trade/commercial meanings are used in this RFP in accordance with such meanings; and
- p)** References to any law shall include references to such law as it may, after the date of this RFP, from time to time be amended, supplemented, or re-enacted.

## SECTION – 2

### 2.1 Eligibility Criteria

#### PQ Criteria for bidders

Sr. No.	Specific Requirement	Documents required
1	<ul style="list-style-type: none"><li>• The Bidder and the Email messaging solution Provider OEM should have been operating in India for the last 5 years.</li></ul>	<ul style="list-style-type: none"><li>• Certificate of Incorporation or Registration Certificate</li><li>• Memorandum and Article of association</li></ul>
2	<b>Bidders Particulars:</b>	
2.1	<ul style="list-style-type: none"><li>• The bidder should be a company registered in India under the Companies Act 1956, Act 2013 or a partnership registered under the India Partnership Act 1932, or a Partnership firm registered under the Limited Liability Partnership Act 2008</li><li>• The bidder should be registered with the service tax authorities.</li></ul>	<ul style="list-style-type: none"><li>• Certificate of Incorporation or Registered Partnership Deed</li><li>• Copy of PAN card</li><li>• Copies of relevant GST registration certificates.</li></ul>
2.2	The bidder should have average Annual Turnover of <b>INR 15 crores</b> for the last three financial years i.e., 2021-22, 2022-23, 2023-24 with positive net worth as on 31 <sup>st</sup> March 2024.	<ul style="list-style-type: none"><li>• Copy of audited Balance Sheet, audited Profit &amp; Loss statements for each of the last 3 financial years as on 31st March 2024.</li><li>• Certificate from the statutory auditor / Chartered Accountant (CA) clearly specifying the annual turnover and net worth for each of the last 3 financial years as on 31st March 2024.</li></ul>
2.3	The bidder should have executed project(s) for on-premises email messaging solution including migration of mailbox in last 5 Years in India with below criteria as on bid date submission. 1 Project with min 30,000 email users or 2 Projects, each with min 15,000 email users or 3 Projects, each with min 10,000 email users Note: The Bidder should have executed migration of at least 50% of the aforesaid email user under each Project Experience submitted.	<ul style="list-style-type: none"><li>• Copy of Work Order / Agreement / Delivery Challan along with Completion Certificate confirming the customer's name and the quantity of email user license and count users migrated to deployed solution.</li><li>• Project Citation for each project with detail on Scope of Work with Quantity, Client name, Address, Contact Details and Email address.</li></ul> <p>Note: Project with Go-live / FAT will only be considered under this clause.</p>
2.4	The bidder should have at least 50 technically skilled employees with knowledge on company products on own pay roll of the company.	Declaration by the HR Head on Company's letter head confirming the Name & Designation of the resources.
2.5	The Bidder should submit MAF dully authorized by the proposed OEM for quoting their product as per the required scope in this document.	Undertaking on OEMs Letter head
2.6	The Bidder Should have an office in Gujarat. If the bidder is not having any office in Gujarat, then bidder should submit a letter of undertaking to open	The Bidder should submit valid Proof such as registration certificate, latest utility bill, tax certificate, etc.. If the bidder is not having his office in Gujarat, the bidder

	the office in Gujarat within 30 days from the date of issue of work order if (s) he is awarded the work	should submit Self-declaration, duly Signed and stamped by the authorized Signatory in format described in RFP.
<b>3</b>	<b>Email service provider (OEM) Particulars:</b>	
<b>3.1</b>	The OEM should have average Annual Turnover of INR <b>75 crores</b> for the last three financial years i.e.2021-22,2022-23,2023-24 with positive net worth.	<ul style="list-style-type: none"> <li>● Copy of audited Balance Sheet, audited Profit &amp; Loss statements for each of the last 3 financial years as on 31st March 2024.</li> <li>● Certificate from the statutory auditor / Chartered Accountant (CA) clearly specifying the annual turnover and net worth for each of the last 3 financial years as on 31st March 2024.</li> </ul>
<b>3.3</b>	The OEM should have executed on-premises email messaging solution of mailbox for min 5 clients in last 5 Years in India as on date of bid submission. Out of which One client deployment should be on-premises solution with minimum 30,000 mailboxes .	Copy of Work Order / Agreement/Delivery Challan along with Completion Certificate / Go-Live Certificate confirming the customer's name and the quantity of email user.
<b>4</b>	<b>Certificates</b>	
<b>4.1</b>	The Bidder & OEM must have following latest and valid certifications as on date of bid submission - (a) ISO 9001:2015 (b) ISO/IEC 20000-1:2018 (c) ISO/IEC 27001:2022	Copy of latest Valid certificate
<b>4.2</b>	The bidder & OEM should not be blacklisted from any Government / PSU / BFSI / Large Enterprise within India in last 5 Years	Certificate of Undertaking for Non-blacklisting from supplying equipment/software to any Government / PSU / BFSI / Large Enterprise within India in the past.

**Note:**

1. All details and the supportive documents for the above should be uploaded online on tender portal.
2. The bidders are requested to furnish documents to establish their eligibility (indicating the reference page number in the bid against the proofs submitted) for each of the items given in Eligibility Criteria. Relevant portions in the documents should be highlighted. If a bid is not accompanied with all necessary documents, it may be summarily rejected.
3. The Bids conforming to the eligibility criterion only will be considered for further evaluation. If there is any lack of clarity in the submitted eligibility documents, evaluation committee may ask additional clarification/ documents from the concerned bidder. Committee may consider the additional documents/ clarifications for evaluation if they are as per the requirement stated in RFP.
4. Upon verification, evaluation/assessment, if in case any information furnished by the Bidder is found to be false / incorrect, their bid will be summarily rejected and no correspondence on the same shall be entertained. Further may lead to forfeiture of EMD and blacklisting of agency for a minimum period of 3 years from participating in Gujarat Govt. tenders.
5. A board resolution OR power of attorney in the name of the person executing the bid, authorizing the signatory to commit the Bidder.
6. All certificates requested in the RFP should be valid as on date of bid submission.

7. All annexures as sought in this bid should be complete as per the information requested.
8. No Consortium is allowed in this bid.

## 2.2 Methodology of Selection

### BID EVALUATION PROCESS

The TENDERER will form a committee, which will evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, the TENDERER, may, at its discretion, ask the bidders for clarification of their Proposals.

#### I. Pre-Qualification evaluation:

Bidders who have submitted the valid EMD and other eligibility documents shall be considered for further evaluation. If bidders fail to submit the bid security other eligibility documents as per this RFP document, the Bid shall be out rightly rejected.

#### II. Technical Presentation cum Demonstration

The bidders will be called to demonstrate their proposed systems to the Authorities of Tender Evaluation Panel (and potentially other representatives of the Authorities) and GSDC. The bidders will have to demonstrate their solution as per the scope defined in the tender document. During demonstration the bidder will be evaluated on below parameters:

- Project Understanding
- Technical Architecture, Approach & methodology
- Detailed Migration approach and methodology
- Service Delivery approach & Quality Assurance
- Risks and Mitigation Plan
- Project Governance, Project Team and Resource Planning
- Demonstration of email messaging solution as per the scope of work and specification.
- Satisfactory Response to the queries
- Value Added Features

**Note: The Bidder shall demonstrate all functional specifications of the proposed product during POC time, based on successful POC, bidder will be eligible to qualify for the next stage of financial opening.**

## 2.3 Overall Evaluation (Lowest Bid Value)

- i. Bid evaluation committee will evaluate and compare the bids determined to be substantially responsive. It is bid evaluation committee's intent to select the proposal that is most responsive to the project needs and each proposal will be evaluated using the criteria and process outlined in this section.
- ii. Technical demonstration shall be examined by the bid evaluation committee and GSDC with respect to compliance, completeness and suitability of the solution to the project and only the bids which are complying to the requirements shall be considered as technically qualified.
- iii. Only the bidders, who qualifies the technical demonstration successfully, will qualify for the financial bid evaluation.
- iv. Shortlisted bidder quoting lowest bid value (L1) will be considered for final selection.
- v. If the L1 Bidder is not agreed to execute the project for any reason, Tenderer may call L2 Bidder to match the price of L1. If L2 bidder agree to match the price of L1, tenderer may award the contract to L2 bidder to execute the Project. The same process may be followed for remaining qualified Bidders.

**Note:**

1. Financial Bids that are not as per the format provided in the RFP shall be liable for rejection.
2. The Bidder must attach valid documents in support to their Technical and Financial capabilities /strength, as mentioned above. Without proper supporting documents, the Bid proposals are liable for rejection.

## **SECTION - 3**

### **3 INSTRUCTIONS TO BIDDERS**

#### **3.1 General Instruction to Bidders**

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

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

#### **3.2 Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of the Bid. The TENDERER will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.

#### **3.3 Bidding Document**

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

#### **3.4 Language of Bid**

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the TENDERER shall be in English.

#### **3.5 Clarification and Amendment to RFP Document**

- 3.5.1 Bidders may request clarification on any of the points contained in the RFP. Any request for clarification must be sent in writing by paper and e-mail on or before pre-bid to the Authority's address as indicated in section 1.4.
- 3.5.2 Bidders may also request clarifications and/or appropriate modifications to the draft of the Agreement, including suggestions on the proposed methodology (work plan), staffing and any suggestions, which may be (in the opinion of the Bidder) required to be made to improve the scope of work to be performed by the Selected Bidder, at any time but prior to the pre-bid meeting, to be organized by the Authority, in accordance with the terms of the RFP.
- 3.5.3 Any clarification provided by the Authority may not be relied upon by the Bidder unless such clarification is provided in writing by the Authority.

- 3.5.4 The Authority reserve the right to not respond to any query or clarification or amendment / modification to the Agreement, sought by a Bidder or provide any clarification to the Bidder, at its sole discretion; no extension of time shall be granted to a Bidder with respect to the Bid Due Date based on not having received a response to clarifications sought from the Authority or its authorized representatives. Nothing in this paragraph shall be considered or read as compelling or requiring the Authority to respond to any query or to provide any clarification to the queries raised by a Bidder.
- 3.5.5 The Authority may, at its absolute discretion issue interpretations and clarifications and corrigendum to address the query or clarification or amendment/ modification to the Agreement, as sought by a Bidder. All clarifications and interpretations circulated by the Authority shall be deemed to be part of this RFP if provided in writing. Verbal clarifications and information provided by the Authority, or its employees or representatives shall not in any way or manner be binding on the Authority or be deemed to amend/ supplement this RFP.
- 3.5.6 At any time before the submission of the Bids, the Authority / TENDERER may for any reason, whether at its initiative or in response to a clarification requested by a Bidder, modify the RFP by amendment. Any such amendment shall be issued in writing through corrigenda. Corrigenda shall be uploaded on the website mentioned above and shall be binding on all Bidders.
- 3.5.7 During the evaluation of Bids, the Authority may, at its discretion, request a Bidder for further clarifications and/or information. The request for clarification and the response thereto shall only be in writing; the Bidder shall be required to reply to the clarification within a period as specified by the Authority.

### **3.6 Pre-Bid Meeting**

Pre-bid meeting shall be held at the office of the Authority at the below- mentioned address, on the designated date and time (as may be subsequently communicated by the Authority):

Venue: DGM-App,  
2<sup>nd</sup> Floor, Block B, Karmyogi bhawan,  
Gandhinagar – 382421, Gujarat, India.

- 3.6.1 The Authority may, at its sole discretion, also decide to conduct the pre-bid meeting on a virtual platform, details of which shall be subsequently made available / uploaded onto the website by the Authority, for the knowledge of all the Bidders.
- 3.6.2 A maximum of 2 (two) representatives of each Bidder shall be allowed to participate in such pre-bid meeting, on the production of authority letter from the Bidder.
- 3.6.3 Queries, if any, proposed to be raised at the pre-bid meeting by the Bidder should be submitted in writing over email before the date of the pre-bid meeting to the below mentioned officials of the Authority:
- Officer: GIL DGM (App)  
Email: dgmapp-gil@gujarat.gov.in; manager-egov@gujarat.gov.in
- 3.6.4 The Authority at its absolute discretion shall prepare a response to the queries so raised and upload the same as a corrigendum/ addendum on the above- mentioned website. The Bidders are advised to keep checking the same from time to time.



### 3.7 Bid Security/ Earnest Money Deposit (EMD)

- 3.7.1 Bidders shall submit, along with their Bids, EMD of Rs. 60,00,000/-, in the form of a Demand Draft OR in the form of an unconditional Bank Guarantee by Bank Guarantee (which should be valid for 6 months from the last date of bid submission) of any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad/Gandhinagar) as per the G.R. no. EMD/4/2022/0002/DMO dated 20.05.2022 issued by Finance Department or further instruction issued by Finance department time to time; in the name of "Gujarat Informatics Ltd." payable at Gandhinagar (in the format specified in Format III) and must be submitted along with the covering letter.

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.

The sealed cover should be super scribe as "Bid Processing Fees & EMD for XXXXXXXX" Bidder to submit AFFIDAVIT PHYSICALLY as per the prescribed format (To be submitted IN ORIGINAL on Non-Judicial Stamp Paper of Rs. 300/- 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.

- 3.7.2 EMD of all unsuccessful bidders would be refunded by GIL within 60 Days on selection of successful bidder.
- 3.7.3 The EMD of the successful bidder would be returned upon successful submission of Performance Bank Guarantee as per the format provided in Format IV.
- 3.7.4 EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- 3.7.5 The bid / proposal submitted without EMD and Bid Processing fee, mentioned above, will be summarily rejected.
- 3.7.6 The EMD may be forfeited, In case of a Bidder if:
- 3.7.6.1 The bidder withdraws its bid during the period of bid validity.
  - 3.7.6.2 The Bidder does not respond to requests for clarification of their Bid.
  - 3.7.6.3 The Bidder fails to co-operate in the Bid evaluation process.
  - 3.7.6.4 In case of successful bidder, the said bidder fails:
    - 3.7.6.4.1 Fails to sign the agreement in time
    - 3.7.6.4.2 Fails to submit performance bank guarantee

### 3.8 Preparation and Submission of Bid

The Bids shall be submitted latest by the Bid Due Date. The Bidders are required to submit the Bid in 3 (three) parts, viz.:

- (a) Part 1: Tender Fee (if applicable) and EMD. (Online and hard Copy)
- (b) Part 2: Technical Bid. (Online only)
- (c) Part 3: Financial Bid (Online only)

Bids documents shall be accepted by the Authority only during office hours on Business Days, up to the Bid Due Date. It is further clarified that the Authority shall have the sole discretion to reject and return Bids which are received by the Authority after the Bid Due Date.

**3.8.1 Part 1: Bid Processing Fee and EMD**

- 3.8.1.1 Bid Processing Fee: If applicable in the bid, the Bidder is required to submit a non-refundable Bid processing fee amounting to Rs. 17,500/- ("Bid Processing Fee") in the form of a demand draft drawn in favor of "Gujarat Informatics Ltd." payable at Gandhinagar along with its Bid.
- 3.8.1.2 Earnest Money Deposit (EMD): A Bidder is required to submit an unconditional and irrevocable bank guarantee as earnest money as applicable in this bid. It is hereby clarified that non-submission of the EMD by a Bidder, along with the submission of the Bid, shall lead to the rendering of that Bid as non-responsive, and accordingly, the Authority shall have the right to reject such Bid.

**3.8.2 Part 2: Technical Bid**

- 3.8.2.1 A scanned copy of the Technical Bid (including all documentary evidence, required formats and declarations, copy of presentation, etc.) shall be uploaded online. The uploaded document shall be with a cover letter, index page and page numbering.
- 3.8.2.2 If applicable in this bid, the physical submission of technical bid shall be submitted in a bound format, with a cover letter, index page and page numbering. The physical copy should be the replica of the online upload document. The bidder shall also submit the clear and legible scanned copy on pen drive along with the physical copy of the Technical Bid.
- 3.8.2.3 Following list is provided as the guideline for submitting various important documents along with the bid.
- 1. Bid Cover Letter
  - 2. Power of Attorney for Authorized Representative
  - 3. Bidder’s Particulars as per format shared in RFP.
  - 4. Bidder’s Certificate of Registration/Certificate of Incorporation
  - 5. GST Registration and Income Tax Certificate
  - 6. CA certificate and copy of audited financial statements and relevant certificates.
  - 7. Copy of Work Order/Work Completion Certificate/Self Declaration
  - 8. Detailed approach and methodology
  - 9. Proposed Solution Document
  - 10. MAF of Proposed IT & Non-IT Equipment’s
  - 11. Updated Technical Bid Formats
  - 12. Signed & Stamped RFP document along with Addenda & Corrigendum, if any
  - 13. Any other relevant document that satisfies the requirement of the bid
- 3.8.2.4 The agency should submit the best proposed solution aligned to the scope defined in this RFP. The below mentioned points (as indicative) should be considered in drafting the proposed solution under response.

Sr #	Descriptions
1.	Design and Plan Documents of the Project
2.	Sizing for required infrastructure to Host the digital platform
3.	Installation, Integration and testing of digital platform and field equipment’s

4.	Unpriced BOM for the Project
5.	Backup/ Archival Process, DR Services
6.	Manpower Deployment (Technical / Non-Technical)
7.	Operation & Maintenance
8.	Plan for handling Change Management (if any)
9.	Any Other Suggestion

3.8.2.5 The Technical Bid must provide the requisite information, as specified in the below-mentioned formats (being annexed in this RFP):

Form 1	Proposal Covering Letter
Form 2	Format for General Information
Form 3	Format for Financial Summary of the Bidder
Form 4	No Blacklisting
Form 5	Not Terminated, Not Being Insolvent or In Receivership or Bankrupt
Form 6	Office in Gujarat.
Form 7	Director and Partners not involved in any criminal offence.
Form 8	Format for Showcasing Experience
Form 9	Format for Land Border on Bidder's Letterhead
Form 10	Format for Land Border on OEM's Letterhead
Form 11	Format for MAF on OEM's Letterhead
Form 12	Bank Guarantee format for Earnest Money Deposit
Form 13	Performance Bank Guarantee
Form 14	Self-Declaration
Form 15	Format for Power of Attorney

3.8.2.6 The Technical Bid Must Not include any financial information with respect to the Bid. If any financial information is submitted in the technical response document, the bid will be summarily rejected.

### **3.8.3 Part 3: Financial Bid (to be strictly submitted through online only)**

- (a) The Financial Bid shall be submitted by the Bidders substantially in the format specified in section 7 (Financial Bid Submission Form) online.
- (b) The Financial Bid should be furnished in the format clearly indicating the Bid amount in both figures and words, in Indian Rupees, and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- (c) The cost should be inclusive of all the taxes, duties, fees, levies, and other charges imposed under the Applicable Law on the Bidder and its personnel.

### **3.9 Late Bids**

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

### **3.10 Bid Opening**

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

### **3.11 Bid Validity**

- 3.11.1 Bids shall remain valid for 180 days after the date of Bid opening prescribed by the TENDERER. A Bid valid for a shorter period shall be rejected as non-responsive.
- 3.11.2 In exceptional circumstances, the TENDERER may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security shall also be suitably extended. A Bidder's request to modify the Bid will not be permitted.

### **3.12 Contacting the Tenderer**

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

### **3.13 Rejection of Bids**

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

### **3.14 Bid Evaluation Process**

- 3.14.1 The TENDERER will form a committee which will evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, the TENDERER, may, at its discretion, ask the bidders for clarification of their Proposals.
- 3.14.2 The bidders are expected to provide all the required supporting documents & compliances as mentioned in this RFP.
- 3.14.3 During the evaluation, committee may seek the clarification in writing from the bidder, if required. If bidder fails to submit the required clarifications in due time, the evaluation will be done based on the information submitted in the bid.

### **3.15 Performance Guarantee/Security**

- 3.15.1 Within defined timeline from the date of issue of LOI/Gem Contract to the Successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) an amount of INR XX,XX,000/- (Rupees XXXXXXXX XXXXXXXX Only) from a Scheduled Commercial Bank /Nationalized bank (list of banks provided as part of Annexure 2) in the format prescribed in Form-6 payable on demand, for the due performance and fulfilment of the contract by the bidder. Delay in submission of valid PBG may attract penalty of INR 5000/- per day. Any Delay beyond 21 days, the TENDERER may terminate the contract and Forfeit the EMD.
- 3.15.2 The Performance Security shall be submitted on / or before the date of signing of the Agreement.
- 3.15.3 All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the Successful Bidder
- 3.15.4 The Performance Security may be forfeited by the Authority in the event of any breach or negligence or non-observance of any terms and conditions of the Agreement or for unsatisfactory performance by the Selected Bidder. The Performance Security shall be appropriated by the Authority as liquidated damages attributable to the breach or negligence or non-observance of any terms/ conditions of the Agreement by the Selected Bidder.
- 3.15.5 The Performance Security shall be forfeited in case the bidder withdraws his competency from the work before or after his tender is accepted & the tenderer does not complete the Contract documents.
- 3.15.6 Upon expiry of the Agreement Period, such portion of the Performance Security as may be considered by the Authority as sufficient to cover any incorrect or excess payments made on the bills to the Selected Bidder shall be retained until the final audit report on the account of the Selected Bidder's bill has been received and examined.
- 3.15.7 If the Selected Bidder fails to provide the Performance Security within the period specified in the RFP, such failure shall constitute a breach on the part of the Selected Bidder and the Authority shall be entitled to make other arrangements at the risk, cost, and expense of the Selected Bidder and/or forfeit the EMD.
- 3.15.8 On due performance and completion of the Agreement Period in all respects, the Performance Security will be returned to the Selected Bidder without any interest, on the presentation of an absolute 'No Demand Certificate' issued by the Authority.
- 3.15.9 In Case, If the tenderer terminates the bidder from the service, the performance security of the bidder would be forfeited.

### **3.16 Notification of Award & Signing of Contract**

- 3.16.1 Prior to expiration of the period of Bid validity, the TENDERER will notify the successful Bidders and issue LOI/GEM Contract.
- 3.16.2 Within fifteen (15) calendar days of receipt of the Contract Form, the successful Bidder shall sign the Contract and return it to the TENDERER.

### **3.17 Force Majeure**

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

#### **3.17.1 Force Majeure Events**

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

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

3.17.2.1 Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon.

3.17.2.2 Explosion or chemical contamination (other than resulting from an act of war);

3.17.2.3 Epidemic such as plague;

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

#### **3.17.2.5 Other Events ("Political Events") to the extent that they satisfy the foregoing requirements including:**

3.17.2.6 Political Events which occur inside or Outside the State of Gujarat or directly involve the State Government and the Central Government ("Direct Political Event"), including:

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

### **3.17.3 FORCE MAJEURE EXCLUSIONS:**

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

3.17.3.1 Unavailability, late delivery

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

### **3.17.4 PROCEDURE FOR CALLING FORCE MAJEURE:**

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

## **3.18 Contract Obligations**

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

## **3.19 Amendment to the Agreement**

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

## **3.20 Representations and Warranties**

### **3.20.1 Representations and Warranties by the Selected Agency:**

- 3.20.1.1 It is a company duly organized and validly existing under the laws of India and has all requisite legal power and authority and corporate authorizations to execute the Agreement and carry out the terms, conditions, and provisions hereof. It has in full force and effect all requisite clearances, approvals and permits necessary to enter into the Agreement and perform its obligations hereof.
- 3.20.1.2 The Agreement and the transactions and obligations hereof do not contravene its constitutional documents or any law, regulation or government directive and will not contravene any provisions of, or constitute a default under, any other Agreement or instrument to which it is a party or by which it or its property may be bound or any of its obligations or undertakings by which it or any of its assets are bound or cause a limitation on its powers or cause it to exceed its authorized powers.
- 3.20.1.3 There is no pending or threatened actions, suits or proceedings affecting the Successful Bidder or its affiliates or any of their respective assets before a court, governmental agency, commission or arbitrator or administrative tribunal which affects the Successful Bidder's ability to perform its obligations under the Agreement; and neither Successful Bidder nor any of its affiliates have immunity from the jurisdiction of a court or from legal process (whether through service of notice,

attachment prior to judgment, attachment in aid of execution or otherwise). The Successful Bidder confirms that all representations and warranties of the bidder set forth in the Agreement are true, complete, and correct in all respects.

- 3.20.1.4 No information given by the Successful Bidder in relation to the Agreement, project documents or any document comprising security contains any material wrong statement of fact or omits to state as fact which would be materially averse to the enforcement of the rights and remedies of TENDERER or which would be necessary to make any statement, representation or warranty contained herein or therein true and correct.

### **3.20.2 Representations and Warranties by the TENDERER**

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

### **3.21 Resolution of Disputes**

- 3.21.1 If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Agreement or regarding a question, including the questions as to whether the termination of the Contract Agreement by one Party hereto has been legitimate, both Parties hereto shall endeavour to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days], give 15 days' notice thereof to the other Party in writing.
- 3.21.2 In the case of such failure the dispute shall be referred to a sole arbitrator or in case of disagreement as to the appointment of the sole arbitrator to three arbitrators, two of whom will be appointed by each Party and the third appointed by the two arbitrators.
- 3.21.3 The place of the arbitration shall be Gandhinagar, Gujarat.
- 3.21.4 The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended.
- 3.21.5 The proceedings of arbitration shall be in English language.
- 3.21.6 The arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration procedure.
- 3.21.7 The Parties hereto shall submit to the arbitrator's award and the award shall be enforceable in any competent court of law.



### **3.22 Books & Records**

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

### **3.23 Performance Guarantee**

- 3.23.1 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/4/2022/0002/DMO dated 20.05.2022 issued by Finance Department or further instruction issued by Finance department time to time. (The draft of Performance Bank Guarantee is as per Section 8).
- 3.23.2 The Performance Security shall be in the form of Bank Guarantee valid till 3 months from the date of contract expiry.
- 3.23.3 The proceeds of the performance security shall be payable to the GIL as compensation for any loss resulting from the Service provider's failure to complete its obligations under the Contract.
- 3.23.4 The Performance Security will be discharged by GIL and returned to the Bidder on completion of the bidder's performance obligations under the contract.
- 3.23.5 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.
- 3.23.6 No interest shall be payable on the Performance Bank Guarantee amount. GIL/DST 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.
- 3.23.7 The Performance Security may be forfeited by the Authority in the event of any breach or negligence or non-observance of any terms and conditions of the Agreement or for unsatisfactory performance by the Selected Bidder. The Performance Security shall be appropriated by the Authority as liquidated damages attributable to the breach or negligence or non-observance of any terms/ conditions of the Agreement by the Selected Bidder
- 3.23.8 The Performance Security shall be forfeited in case the bidder withdraws his competency from the work before or after his tender is accepted & the tenderer does not complete the Contract documents.
- 3.23.9 Upon expiry of the Agreement Period, such portion of the Performance Security as may be considered by the Authority as sufficient to cover any incorrect or excess payments made on the bills to the Selected Bidder shall be retained until the final audit report on the account of the Selected Bidder's bill has been received and examined.
- 3.23.10 If the Selected Bidder fails to provide the Performance Security within the period specified in the RFP, such failure shall constitute a breach on the part of the Selected

Bidder and the Authority shall be entitled to make other arrangements at the risk, cost, and expense of the Selected Bidder and/or forfeit the EMD.

### **3.24 Termination Clause**

#### **3.24.1 Termination by the TENDERER:**

The TENDERER, reserves the right to suspend any of the services and/or terminate this

- 3.24.1.1 The bidder becomes the subject of bankruptcy, insolvency, and winding up, receivership proceedings;
- 3.24.1.2 In case the TENDERER finds illegal use of hardware, software tools, manpower etc. that are dedicated to the project;
- 3.24.1.3 If SLAs are not maintained properly and not provide services as per SLAs, then TENDERER has right to foreclose contract.
- 3.24.1.4 If deductions on account of penalties & liquidated damages exceeds more than 10% of the total contract price.
- 3.24.1.5 In case the selected Bidder fails to deliver the quantity and/or service as stipulated in the delivery schedule, the Tenderer reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected Bidder.
- 3.24.1.6 Upon occurrence of an event of default as set out in Clause above, either party will deliver a default notice in writing to the other party which shall specify the event of default and give the other party an opportunity to correct the default.
- 3.24.1.7 Upon expiry of notice period unless the party receiving the default notice remedied the default, the party giving the default notice may terminate the Agreement.
- 3.24.1.8 During the notice period, both parties shall, save as otherwise provided therein, continue to perform their respective obligations under this Agreement and shall not, whether by act of omission or commission impede or otherwise interfere with party's endeavour to remedy the default which gave rise to the commencement of such notice period.
- 3.24.1.9 The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.
- 3.24.1.10 In case of termination bidder will be paid for the work/services already delivered till the date of termination after deduction of penalties, if any.
- 3.24.1.11 In Case of termination of the bidder, the GIL/GSDC shall forfeit the bank guarantee (performance security) and may blacklist the bidder and/or the OEM.

#### **3.24.2 Consequences of Termination:**

- 3.24.2.1 In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all

available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.

- 3.24.2.2 Nothing herein shall restrict the right of Purchaser to invoke the Purchaser Guarantee and other guarantees and pursue such other rights and/or remedies that may be available Purchaser under law or otherwise.
- 3.24.2.3 The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

### **3.25 Indemnification**

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

### **3.26 Limitation of Liability**

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

### **3.27 Confidentiality**

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

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

### **3.28 Service Terms**

- 3.28.1. The bidder shall provide and share regular reports used to monitor the Hosted environment.
- 3.28.2. The SLAs will be used to evaluate the performance of the services on Monthly basis.
- 3.28.3. Payment to the successful bidder will be impacted by the penalty levied for non-performance as per SLA requirements.
- 3.28.4. It is mandatory for Bidder to allocate a spokesperson and share the contact details with the department to facilitate them with day-to-day activity and helping them in maintaining the services.
- 3.28.5. The Bidder is responsible to maintain documentation on the progress of the work and will have to update the same on regular basis. Bidder will have to submit the progress reports regularly, as per the guidelines issued by TENDERER from time-to-time.
- 3.28.6. The bidder shall ensure that security measures, policies and procedures implemented are adequate to protect and maintain the confidentiality of the Confidential Information. Bidder also agrees and acknowledges that it shall adhere to reasonable security practices over all sensitive personal information of the said project as prescribed by various rules under I.T. Act, 2000 (as amended from time to time).

### **3.29 Fraudulent and Corrupt Practices**

- 3.29.1. Fraudulent practice means a misrepresentation of facts to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the TENDERER of the benefits of free and open competition.

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

### **3.30 Non-Disclosure Agreement (NDA)**

The agency shall sign a mutually agreed Non-Disclosure Agreement (NDA) with the TENDERER at the time of deployment. The format of NDA proposed to be signed shall be as per the Annexure. A copy of the signed NDA shall be provided to the agency by the TENDERER for record keeping / reference purpose.

### **3.31 Copyright and Intellectual Property Rights**

- 3.31.1. The TENDERER shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Bidder has developed for the performance of services under this RFP and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of services under this RFP, and the Bidder acknowledges and agrees that such products, documents and other materials constitute works made for hire for the TENDERER.
- 3.31.2. At the request of TENDERER, the Bidder shall take all necessary steps, execute all necessary documents and generally assist in securing all such proprietary rights and transferring or licensing them to the TENDERER in compliance with the requirements of the applicable law and this RFP.
- 3.31.3. All IPR in relation to project documents, assets, resources, designs, drawings, estimates, recommendations, source codes, application, etc. shall vest with the TENDERER, and the bidder shall not use any such for any other purpose.

### **3.32 Approvals/Clearances**

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

### **3.33 Period of Contract and Extension of Work**

The Contract will be signed with the successful bidder initially for a period of **05 (Five) years**. At the end of the contract duration, i.e., 05 (Five) years, performance of the selected bidder may be reviewed, and the contract may be extended on mutually agreement by **two (02) years or more**, as per the terms and conditions specified in this bid documents.

### **3.34 Subcontracting or Outsourcing**

Sub-letting/contracting of entire work or in part thereof is not permitted.

### 3.35 Consortium

The Bidder may be a single entity or a group of at maximum of 2 (two) entities (the “Consortium”), coming together to implement the project. However, no Bidder applying individually or as a member of a consortium, as the case may be, can be member of another bid for the project. In the event of such an occurrence (i.e., if the bidder / consortium member is part of consortium of more than 1 bid), all such bids, shall be summarily rejected. The term ‘Bidder’ used herein would apply to both a single entity and a Consortium. In case the Bidder is a Consortium, it shall comply with the following requirements:

- 3.35.1 The maximum number of members that shall be allowed to form a consortium for the purpose of this RFP must not exceed 2 (two), including the lead bidder. In the event of such an occurrence (i.e., if the consortium members are more than 2 (two), the bid, shall be summarily rejected.
- 3.35.2 The Proposal should include a description of the roles and responsibilities of individual members of the consortium, particularly with reference to technical, financial, operational and maintenance obligations. The Proposal should contain all the required information for each member of the consortium.
- 3.35.3 The Members of the Consortium shall enter into a joint bidding agreement for the purpose of submitting a proposal. The Joint Bidding Agreement, to be submitted along with the Proposal, shall, inter alia:
  - i. Clearly outline the proposed roles and responsibilities, if any, of each member.
  - ii. Undertake that the Lead bidder of the consortium shall hold the highest share in the consortium for the entire duration of the project.
  - iii. Include a statement to the effect that the lead member all members of the consortium shall be liable for all obligations in relation to the project for the entire contract period or such extended term as may be mutually agreed.
  - iv. Except as provided under this RFP and the bidding documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the user Department and GIL.
  - v. If any member of consortium (other than lead bidder) becomes insolvent or by any other reasons becomes unable to perform its part of contract, it will be the duty of the lead bidder to perform the task assigned to such consortium member.
  - vi. If the lead bidder becomes insolvent during the contract period, then the competent authority will have the right to entrust project task to remaining members of the consortium by changing the roles and responsibilities of the consortium members as per mutual agreement.
- 3.35.4 Change in the composition of a consortium will not be permitted during the Selection Process or if selected, during contract period, including implementation and operation of the Project throughout the contract period or extended term of the contract.
- 3.35.5 In case a bid is being placed by is a consortium, then the term bidder as used in this RFP, shall include each member of such consortium.

### **3.36 Use of Agreement Documents and Information**

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

### **3.37 Transition & Exit Management**

- 3.37.1 The exit management period starts, in case of expiry of Agreement, on the date when the Agreement comes to an end or in case of termination of Agreement, on the date when notice of termination is sent to the System Integrator. The exit management period ends on the date agreed upon by the parties (User Department & System Integrator) or 2 months after the beginning of the exit management period, whichever is earlier.
- 3.37.2 Exit Management Plan: The agency shall provide the user department with a recommended exit management plan ("Exit Management Plan") as a deliverable of the Project. The Plan shall be required to be approved by the user department. In relation to the Contract as a whole and in relation to Project Implementation, and the Operation & Management SLA, the plan shall deal with at least the following aspects of exit management.:
- 3.37.2.1 A detailed program of the transfer process that could be used in conjunction with a Replacement of agency including details of the means to be used to ensure continuing provision of the maintenance services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer.
- 3.37.2.2 The Exit management plan should include protocol for transfer of Assets (including hardware / Software / Active or passive components/ furniture etc.), layouts, diagrams, schematics, documentations, manuals, catalogues, archive data, IP addressing, Live data, policy documents or any other material related to the project.
- 3.37.2.3 Plans for the communication with such of the agency sub-contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the project operations as a result of undertaking the transfer.
- 3.37.2.4 Plans for provision of contingent support to user department, and Replacement agency for a reasonable period after transfer.
- 3.37.2.5 The Exit management plan should also include detailed process on knowledge transfer to user department or nominated agency or selected new agency.



- 3.37.2.6 The agency shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
- 3.37.2.7 Each Exit Management Plan shall be presented by the agency to user department and the same, if found fit for purpose, shall be approved by user department or its nominated agencies.
- 3.37.2.8 In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or Scope of Work each Party shall comply with the Exit Management Plan.
- 3.37.2.9 During the exit management period, the agency shall use its best efforts to deliver the services.
- 3.37.2.10 This Exit Management plan shall be furnished in writing to user department or its nominated agencies within 3 months from the Effective Date of contract agreement.
- 3.37.3 The user department shall be entitled to serve notice in writing on the agency at any time during the exit management period as detailed hereinabove requiring the agency to provide user department with a complete and up to date list of the complete Assets/inventory.
- 3.37.4 Before the expiry of the exit management period, agency shall handover all the Infrastructure, IT hardware, software, mobile application, licenses, access codes, digital assets and reports to the user department and deliver entire database, logs, process documents, policies, relevant records, manuals, source code, reports and other documents pertaining to the Project and/or all operation and maintenance records and manuals pertaining thereto and existing/in possession of the agency or its team as on date. It is the responsibility of the agency to hand over the entire system of the project in working/operational condition.
- 3.37.5 Before the expiry of the exit management period, the agency shall return all the records stored to user department or its nominee.
- 3.37.6 The agency shall comply with all other requirements as may be prescribed under Applicable Laws to complete the assignment of all the rights, title and interest of the agency free from all Encumbrances absolutely and free of any charge or tax to user department or its nominee.
- 3.37.7 On request by the user department, the agency shall affect such assignments the user department may require in favor of the user department, in relation to any service, resource, equipment, maintenance or warranty service provision contract between implementing agency and third-party lessors, Agencies, and which are related to the services and reasonably necessary for the carrying out of replacement of services by the user department.
- 3.37.8 The responsibility shall lie with the agency for the smooth transition of services during the exit management period. The responsibility of the agency shall only cease upon the satisfaction of the user department.
- 3.37.9 The Successful Bidder shall be entitled to use the Assets for the duration of the exit management period.
- 3.37.10 The User Department during the operation and management phase shall be entitled to serve notice in writing to the bidder to provide user department or its nominated agencies with a complete and up-to-date list of the assets within 30 days of such notice



- 3.37.11 In the event, if the assets to be transferred to the user department is mortgaged to any financial institutions by the selected agency, the agency shall ensure that all such liens and liabilities have been cleared beyond any doubt, prior to such transfer. All documents / no-objection certificates regarding the discharge of such lien and liabilities shall be furnished before the user department or its nominated agencies.
- 3.37.12 All expenses occurred during transfer of assets shall be borne by the selected vendor/newly selected bidder.
- 3.37.13 That on the expiry of this clause, the bidder and any individual assigned for the performance of the services under this clause shall handover or cause to be handed over all confidential information and all other related material in its possession, including the entire established infrastructure, to the user department.
- 3.37.14 At any time during the exit management period, the agency will be obliged to provide an access of information to user department, and/or any Replacement agency in order to make an inventory of the Assets (including hardware / Software / Active or passive components/ furniture etc.), layouts, diagrams, schematics, documentations, manuals, catalogues, archive data, IP addressing, Live data, policy documents or any other material related to the project.
- 3.37.15 The User department will promptly on the commencement of the exit management period, supply to user department or its nominated agencies the following:
- 3.37.15.1 Information relating to the current services rendered and performance data relating to the performance of the services; Documentation relating to project, Project's Intellectual Property Rights; any other data and confidential information related to the project; All current and updated Project data as is reasonably required for purposes of the Project or for transitioning of the services to its Replacement Successful Bidder in a readily available format.
- 3.37.15.2 All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable Purchaser and its nominated agencies, or its Replacement agency to carry out due diligence in order to transition the provision of the Services to Purchaser or its nominated agencies, or its Replacement agency (as the case may be).
- 3.37.16 Promptly on reasonable request at any time during the exit management period, the agency shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the user department a list of all employees (with job titles and communication address) of the agency, dedicated to providing the services at the commencement of the exit management period.
- 3.37.17 To the extent that any Transfer Regulation does not apply to any employee of the existing agency, New selected bidder may make an offer of employment or contract for services to such employee of the existing agency and the existing agency shall not enforce or impose any contractual provision that would prevent any such employee from being hired by any new selected bidder.
- 3.37.18 All the working equipment's and movable infrastructure will be transferred in the name of user department as highlighted above and the new agency will have the complete responsibility of delivering the service as per RFP.
- 3.37.19 The agency will have to undertake exit management and transition of the project to user department / new selected agency or bidder in accordance with the following

conditions when the project comes to an end by way of project schedule or termination:

- 3.37.19.1 Upon receipt of order of termination or when nearing project completion, the agency shall prepare a detailed transition and exit management plan for asset, knowledge digital or physical assets/resources and get written approval from Purchaser on the same. The tentative timelines for the Exit and Transition Management are as follows:

Phase	Timeline; T = Receipt of order of termination or 3 months prior to project completion	Responsibility of operations
Transition & Exit Management Phase	1st month after notice	Agency selected through the RFP
Handholding Phase	2nd and 3rd months after notice	User Department / new Agency or bidder

- 3.37.20 The agency shall handover the peaceful possession of Project Assets to the Department within 30 days of the date of expiry or termination of the contract. The agency shall clear all liens and liabilities before transfer of such assets. In case of expiry of contract period, the agency shall initiate the exit activity at least 6 month prior to the validity of the contract period.
- 3.37.21 Payment to the outgoing agency shall be made to the tune of last set of completed activities till end of transition period, subject to SLA requirements.
- 3.37.22 All the existing infrastructure of the project, which will be handed over to successful bidder is a property of the user department. All the new products/services supplied by successful bidder (agency) will become a property of the user department after the Termination of the contract without making any additional payment to the ongoing agency.
- 3.37.23 In case of contract being terminated by the user department, it reserves the right to ask ongoing agency to continue running the project operations for a period of 6 months after termination orders are issued by the user department. The agency shall promptly provide access to, and copies of all information held or controlled by them which they have prepared or maintained in accordance with the Agreement relating to any material aspect of the services (whether provided by the agency or OEMs / suppliers appointed by the agency). The user department shall be entitled to a copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The agency shall permit user department and/or any Replacement agency to have reasonable access to its employees and facilities as reasonably required by the user department to understand the methods of delivery of the services employed by the agency and to assist appropriate knowledge transfer.
- 3.37.24 The agency shall handhold the employees of user department / new agency to ensure successful handover, transition and take-up of operations during the transition phase and if required 1 month beyond the last date of the transition period once the operations have been formally handed over to the user department / new agency. The agency shall not be paid for resources, assets or use thereof or resources during this period i.e., once operations are handed over to user department / new agency.

- 3.37.25 All the additional equipment fitted or installed equipment's either handed over by the user department or supplied by the agency will become a property of the user department without making any additional payment to the agency.
- 3.37.26 The purchaser may forfeit the Performance Bank Guarantee of the agency in case, the bidder:
- a. Fails to comply with the exit policy.
  - b. Delays in handover activities.
  - c. Retention of resources or data.
- 3.37.27 The purchaser holds the right to engage a third-party auditor to validate the handover process and ensure all contractual obligations are met.

### **3.38 Taxes & Duties**

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

SECTION – 4

4.1 SCOPE OF WORK

The Government of Gujarat aims to appoint a bidder who have the capabilities to implement, execute and manage the large email messaging solution and will be providing the email messaging solution. The solution is required to be hosted in Gujarat State Data Centre located in Gandhinagar, Gujarat with a DR services located at Faridabad. A Robust on-premises email messaging solution is required for at least **50,000 users**. The bidder shall migrate existing email domains and mailboxes as per scope mentioned in various sections of this Tender. The bidder shall be responsible for providing the premium level or the highest level of support from the OEM for the proposed solution for the entire contract period. The detail on support level hierarchy with premium level or highest-level support should be available on the product OEM portal.

The minimum functional features/requirements for the Email messaging solutions is listed below:

Minimum Features	
Email Features	
1	Email with unlimited storage
2	Archive Mailbox (Storage will be included as part of email storage)
3	Mail e-discovery & Retention
Security Features	
4	Admin Delegation
5	Admin Controls
6	Audit Logging
7	Multi-Factor Authentication
8	Email Encryption
9	Mobile Device Management
Enterprise Rights Management	
10	Advanced Reporting
Email Essential Requirement	
11	Ensure privacy and compliance (e.g. Admin cannot able to see emails in any inbox)
12	SMS & Email OTP & TOTP for login and password reset
13	Archival for emails after defined period
14	Active sync with Rich Client
15	Email and calendar APIs to integrate with application
16	Single or group mail box backup and restore
17	Journaling for compliance and audit
18	Customizable and user-friendly GUI for Web and Client

The broad scope of work to be executed under this project is, but not limited to, the following:

1. The proposed Messaging Solution should be of Enterprise Grade only and should not be a free software or community version without support. The bidder must provide, maintain and update SBOM as per CERT-IN guidelines.
2. The bidder shall supply, design, implement, integrate, operationalize, support & maintain an enterprise class hosted email messaging solution including but not limited to hardware, software, network components, licenses, add-ons, tools, racks, PDU’s, etc., required for the functionality and completeness of the email messaging solution **for 50,000 Users**. The Bidder should submit unpriced BOM with list of components along with the technical response of the bid.
3. The solution will be hosted at Gujarat State Data Centre located in Gandhinagar, Gujarat and the Far Disaster recovery services located at Faridabad.

4. The Bidder shall prepare a detailed project plan and get it approved from the Purchaser at the start of the project and ensure that project activities are tracked on daily basis and updated on a weekly basis. The milestone dates have been provided in this document; however, the bidder may suggest changes in project dates without altering the end dates of each activity.
5. The Bidder and respective product OEM shall directly be responsible to implement the solution and migrate from existing solution to new email messaging solution seamlessly without any data loss.
6. The detailed migration plan shall include the strategy to migrate the existing Email messaging solution, activity timeline, and granular details to complete the migration from old email messaging solution to the new email messaging solution. The migration plan should be submitted as part of the Technical Proposal of the bid for understanding of the evaluation committee members.
7. The bidder shall migrate User Mailboxes (including folder structure, mails in folders, address book and Calender details) of all the configured mail users from existing messaging platforms & servers to the new implemented email messaging solution for all the existing mail users. The total estimated data of existing mail users that has to be migrated is about **70 TB**. These mail users are spread across multiple domains. During migration of User Mailboxes, the bidder shall ensure for minimum impact and disruption to the users. There should not be any data loss during migration.
7. If it is observed that there is a performance issue with the deployed solution then the bidder shall have to replace or upgrade the relevant component(s) with similar or higher configuration or capacity, with no extra cost to the purchaser.
8. The solution should be scalable i.e. both Horizontally and Vertically. The Purchaser may request the bidder for additional user mailboxes with a slab of 2000 Users during the contract period. The Bidder has to upgrade the solution (hardware, software, licenses and other components) as required to handle the additional load without effecting the performance. The upgradation should be performed with minimal downtime.
9. Applications of GoG are using the messaging solution for sending emails / alerts. The configuration / changes required in the mail messaging solution for enabling these applications to use the mail messaging solution for sending emails / alerts shall be done by the bidder.
- 10. The existing email domains shall run in parallel for at least 6 months after successful commissioning of complete solution. The bidder shall do all the necessary configuration required, if any, in the new solution for the parallel running of the current domains. However, existing domains will be managed by GSDC, if required during the parallel running period.**
11. The government department users are primarily using MS Outlook, Thunderbird, etc., as mail client. The offered solution should be compatible and integrable with these clients.
12. The proposed solution should provide seamless and secure web access via popular Internet browsers (comprising but not limited to Microsoft Edge, Chrome, Mozilla Firefox, Safari, Opera etc.), and the user interface and experience must be consistent across the web interface and the email client.
13. It should support access of email from mobile phones. It should support modern mobile devices internet browsers or mobile mail application.
14. All the software / tools, etc, used in the solution should be with genuine License's and highest level of OEM support. The service / solution provider should be authorized to offer services to the customers using such software / tools, etc. The Mail Messaging licenses should be in the name of GoG/DST, Gujarat.
15. The Email Messaging Solution should consume licenses for active user only and the bidder has to deliver the same, deactivated user should not consume any email license.
16. Any required Software / Hardware updates, patch management, connectivity, etc., will be the responsibility of the successful bidder for the entire contract period at no extra cost to GoG. The required updates / services packs / bug fixes for the entire stack has to be implemented within 15 days of release / general availability. The proposed Mail Messaging solution should not include any individual components running on beta version.
17. The successful bidder shall maintain logs of all mails (incoming, outgoing, internal) containing date, time, sender, recipients, subject, status of successful/failure send status

- etc. for entire contract period.
18. The Bidder shall integrate the email messaging solution with existing Anti-Virus & Anti-Spam solution hosted at GSDC.
  19. The bidder shall design a security policy & mail access policy in consultation with GSDC and implement the same with the solution at DC & DR.
  20. The Bidder shall develop a Risk Management Plan and identify, analyze, and evaluate the project risks and develop cost effective strategies and action plans to mitigate those risks. The risks should be discussed with Purchaser, and a mitigation plan should be identified during the project review/status meetings.
  21. The bidder shall maintain the risk log / register and update the same on periodic based on addition / modification / closure of risk profiles and provide the status of the risk log / register as part of reporting.
  22. The bidder shall clearly follow Change Management Procedure in-line with Purchaser change management policy and procedures for carrying out changes (if any) in the deployed security architecture, configuration, rules, and policies.
  23. Data Handling-
    - a. The bidder shall provide reasonable assistance in support of a data protection impact assessment, solely in relation to Purchaser /Government Departmental users' Personal Data, the Services and where the Purchaser would not otherwise have access to the relevant information.
    - b. The bidder shall be completely prohibited to view, modify, delete and use of any part of the Purchaser /Departmental users' personal data.
  24. The bidder shall define and submit details of Escalation team members and their roles and responsibilities within the escalation matrix for handling issues, security risks and incidents. The bidder shall submit the Updated escalation matrix on need basis in case there are any changes.
  25. The bidder shall provide on-call, e-mail-based, chat based and onsite OEM support to the Purchaser.
  26. The bidder shall setup & configure Email / SMTP Gateways in high availability and redundant mode. Email / SMTP Gateway shall be exclusively deployed for Government of Gujarat, and shall, under no circumstances, be shared with other clients.
  27. Solutions must allow sending emails to a designated gateway out of multiple gateways from a specific source email address or email group.
  28. The solution should have an administrative console for user management, monitoring and policy and usage management of the solution.
    - a. The bidder should provide a mechanism in real-time mode for SLA enforcement regarding uptime of Services along with flexibility to generate report on hourly/daily/weekly/monthly/specified date range
    - b. Solution shall provide real-time access to email logs and other solution logs
  29. During the period of the contract all updates and upgrades should be provided without any additional cost
  30. Bidder shall ensure that all supplies under this project (hardware, software, tools, etc.) must not be End of Life (EoL) and End-of-Software Support (EoSS) for the entire duration of the contract. However, if for reasons beyond the control of OEM/Bidder, the EoL/EoSS dates are declared by the OEM for the delivered product during the contract period and if those dates are prior to the date of end of contract period, the bidder has to arrange for the replacement of equipment before EoL/EoSS with equivalent or higher specifications (working in user departments environment) which should not reach EoL/EoSS for the remaining duration of the contract at no extra cost to the user department and GIL.
  31. The bidder should enable Purchaser / Government Departments with necessary administrative training sessions initially and whenever there is features update / as requested by the Purchaser. The bidder should also conduct virtual trainings, training videos on email messaging solution features, how to configure series, how to logs calls with helpdesk to enable end-user awareness.
  32. This training would focus on all the features across the solution, use of the email messaging solution to drive adoption of the email messaging solution. Separate training the Nodal officers nominated by the Purchaser.
  33. After completion of UAT/FAT the bidder shall handover deployed solution with all

administrative control to GSDC DCO team for day-to-day operation. If any issue arises, the DCO team will report them to the bidder, who must fix them within the agreed time frame and SLA.

34. **Email messaging software must be able to handle minimum 2 lacs mail boxes.**

## 4.2 Technical Requirements

### Solution Design –

1. The bidder shall design, setup and configure a secure, robust, scalable and highly available mail messaging solution by using appropriately sized servers, storage, security devices & tools, networking devices, backup devices, connectivity, etc., based on an enterprise class mail messaging platform.
2. The proposed solution should comply with all the technical & functional specifications given in the Tender document.
3. All hardware components of the solution like mail servers, gateway servers, load balancer, security systems / devices, Backup & Archiving software, etc., should be capable to cater to **min 50,000 users** in terms of load, performance and response. All technical and functional requirement as mentioned in this RFP should be verifiable from publicly available brochures, datasheets, performance benchmarks, etc., of these components. The Bidder would also be responsible to add required resources to the solution on time-to-time basis to maintain the performance and SLA.
4. The solution should support multi-tenant architecture i.e. hosting multiple domains as per requirement.
5. The solution should support integration with leading third-party storage subsystems (both SAN and NAS). The Storage drive space for email, backup and archival shall be provided by GSDC. The Bidder shall share required pre-requisite regarding drive space for Integration. The shall be responsible to integrate with the existing storage of GSDC.
6. The Bidder shall also integrate the email messaging solution with existing Anti-Virus & Anti-Spam solution hosted at GSDC.
7. The solution should also support its own customizable Mobile Client or third-party mail client on iOS and Android for mail access.
8. The bidder shall submit a detailed solution design document including the disaster recovery solution requirement as part of its technical bid. The solution design document must be validated by authorized personnel of OEM. The solution design document must contain and provide following details:
  - a. A detailed architecture diagram showing all the components like mailbox servers, mail gateway servers, mail routing servers, storage, security appliances (as required), backup & restore solution, connectivity, etc., to be used at On-Premise DC & DR.
  - b. A mail flow diagram explaining how mails will flow in and out of the domain's.
  - c. A complete Bill of Material (BOM) giving list of complete hardware & software with their brief specs, make & model to be used in the solution both at DC & DR.
  - d. A sizing document explaining how the sizing has been done for all the proposed components in the proposed solution. The sizing document should be accompanied by respective OEMs Certificate on verification and recommendations (if any).
  - e. The resource deployed for the Email messaging solution should not cross the utilization threshold of 70%. If the utilization threshold crosses the mark of 70% continuously for 24 hours, the bidder has to upgrade resource without any cost to GSDC/tenderer.
  - f. Any assumptions / pre-requisites in scope with respect to sizing should be clearly mentioned and submitted along with the tender response document.
9. The solution support recovery or restoration of single mailbox or group mailbox without impacting or downtime for other email users.

4.3 Functional Requirements of Email messaging solution

The bidder should provide for a single integrated email messaging solution with the below mentioned key components and services. The below mentioned requirements are the minimum set of key features that is desired in the proposed solution.

4.3.1 Email with subsequent features

Sr#	Description
1.	Solution should have the capability of sending personalized Bulk mails and promotional emails to users and other beneficiaries.
2.	Solution should have capability to Create Mailing Lists, access Control Level and should have the ability to control Attachment size, type and extension, etc. <b>(Larger attachment sizes of up to 50 MB)</b>
3.	Solution should have capability for Mail Queue management, Priority Management and should handle SMTP Secured connection.
4.	Solution should provide access from all Mobile Web Browser / Mobile Apps on iOS and Android with real time syncing of mails between all the access points and should support branded third party email clients.
5.	Solution should have Rich features e.g. mails, mail search, calendar and other capabilities from all types of clients-thick/fat, thin browser clients.
6.	The proposed solution should support recalling/resending of messages sent and also should notify the user on the success or failure of the message recall.
7.	The proposed messaging solution should support industry standard protocols like POP3/IMAP/HTTP/SMTP over secure channels.
8.	The proposed solution should provide seamless and secure web access via popular Internet browsers (comprising but not limited to Microsoft Edge, Chrome, Mozilla Firefox, Safari, Opera etc.), and the user interface and experience must be consistent across the web interface and the email client, as well as the modern mobile devices internet browsers or mobile mail apps
9.	The proposed solution should support all widely used email clients such as MS Outlook, Mozilla Thunderbird, etc.
10.	The proposed solution should provide whitelisting or blacklisting capabilities.
11.	It should support SMTP as default messaging protocol for mail transfer for internet.
12.	It should have ability to use Indian local language i.e. Unicode compliant.
13.	It should have ability to spell check.
14.	It should have ability to store messages in draft for later sending.
15.	It should have ability to use address book global and local from compose screen.
16.	It should have ability to add auto signature (VCF)
17.	It should have ability to save message in sent folders.
18.	It should support message displaying capabilities - messages sent OR Failed(If Failed)
19.	It should have ability to compose HTML messages.
20.	It should have ability to compose in Rich Edit Form
21.	Options in Folders should be Inbox, Draft, Sent, Trash by Default
22.	It should support Users to Created Folders. User should also be able to rename and delete created folders
23.	It shall have the smart menu for Reply, Reply All, Forward and other option for quick response by user.
24.	Should provide an easy to use search interface which can be used to search emails using key words, date time stamp, single or multiple users, etc.
25.	It should have ability to Empty Trash.



26.	It should have featured for creating filter or rules.
27.	Should be capable of scheduling message delivery by date and time both by user and administrator.
28.	Messaging Server should support popular iOS and Android mobile phone browser's.
29.	User should be able to select the priority of the follow-up (low, normal, urgent), indicated by a flag in the inbox. Additionally, user should be capable of setting an alarm as a reminder of a follow-up action, like marking an e-mail for follow-up.
30.	The browser email software should provide caching of certain static data, like a e-mail form, so that the browser needs to bring down data only once, instead of requesting the same data from the server each time.
31.	Browser based software should use compression techniques in order to reduce the network bandwidth consumption and thus, improve client performance on high-latency networks or dial-up connections.
32.	The email solution should not duplicate attachments sent in the messages addressed to multiple recipient's in to each mailbox in the system.
33.	The messaging software should support automatic message routing.
34.	The messaging software should support configuration of different Out of Office message to be sent to external recipients. The messaging software should support configuring and scheduling Out of Office to begin and end on different dates.
35.	Header Rewrite - User name is displayed as per entry in LDAP, irrespective of user details saved in local address book of user.
36.	The solution should provide standard reports (CSV/ XLS/ XLSX, PDF and HTML formats) on mail usage, server health, top mail users and other mailbox related reports.
37.	Password Expiry Automation Script - Custom password scripts for different Domains that send email reminders and SMS alert for Password Expiry.

#### 4.3.2 Calendar

Sr#	Description
1.	Should natively support server-side and client-side calendaring and scheduling, including:
a	Checking the availability of intended attendees for a meeting
b	Compose and Send request for the meetings
c	Accept or reject meeting requests
e	Reply to requests for meeting with a newly proposed time and date
g	Should automatically recommend ideal meeting times when all / most people are available.
2.	User should be able to select a separate time zone for start and end times on the scheduling form.
3.	User should be able to view selected days or series of days apart from default views like Daily, Weekly, Monthly, Calendar List, to do List.
4.	Users should be able to share their calendar information with others, enabling users to view multiple calendars simultaneously.
5.	User should be able to customize a work week by Days and hours.
6.	Calendar APIs to integrate with application.
7.	An incoming meeting request should be stored in the calendar as "Tentative" automatically. Once the user accepts the meeting invite, an automatic reminder with audio/visual alarm should be added into the calendar.

#### 4.3.3 Collaboration

Sr#	Description
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1	The Messaging solution should provide the ability to create shared team Calendar and tasks.
2	The Messaging solution should provide the ability to synchronize Shared calendar / Documents with Rich client and web client.

4.3.4 Archive Mailbox

Sr#	Description
1	Records pertaining to all mails and data including attachments must be available in the proposed solution with the facility of archival / retrieval at any time as requested by the Purchaser, during the contract period.
2	Solution should have capability to provide Alerts and monitoring interface and solution support Remote Administration for administrators.
3	Should provide out of box archive solution enterprise archive solution with facility of forensic. Admin and respective end user/client should be able to retrieve the archival record which may be required from time to time without downloading/restoring the mailbox
4	Solution should have the feasibility to set online archiving policy to move mails automatically from primary mailbox to archive mailbox in a certain period of time. As per current policy, all mails have to be archived on completion of 1 year.

4.3.5 Admin Delegation

Sr#	Description
1	Solution should allow admin to perform below listed activities.
a.	Edit profile
b.	Add/Swap alias
c.	Enable or Disable IMAP/POP
d.	Password Reset
e.	Inactive/Active user
f.	Update account expiry.
g.	Delete account (Flag as deleted, remove from Distribution list and Inactive in background)
h.	Dashboard in admin panel
2	Ability to view accounts expiring in current month
3	Feasibility with the solution to bulk update below mentioned activities
a.	Password Reset
b.	Account Expiry Date
c.	Enable IMAP
d.	Deactivate Account
4	Customized Delegate Admin with Different options for Different Domains

4.3.6 Admin Controls

Sr#	Description
1.	Ensure privacy and compliance. Administrator Users should not able to see other users emails in any inbox.
2.	Should be capable of administration through a single window interface to provide server level control and configuration of the messaging system for all servers including:
a.	Create mail accounts
b.	Reset / set user passwords for Messaging platform
c.	List all users in the messaging system
d.	Search for a user and modification of user object attributes
e.	Enable / disable user accounts
f.	Change delegated administration passwords
g.	Add alias e-mail address for a user
h.	Create transport rule as per requirement.

i.	Ability to see and export all type of logs like mail tracking logs, audit logs etc.
j.	Increase/ Decrease the attachment size of mail id
k.	Increase/ Decrease the size of mailbox
l.	Backend and other necessary support to be provided by the bidder
3.	Ability to provide different mailbox sizes to users based on their roles/ categories/ designation.
4.	An administrator console to implement/manage/change organization level archival, retention and Backup policies.
5.	Regular backup of emails shall be taken. Proper compliance archiving / journaling shall be implemented.
6.	Selective restoration from backup for a particular user should be possible without the need to restore for all users.
7.	Policy based management should provide for centralized, targeted control over user settings, so a change in one place can update users in any scope from an individual to a group or to an entire organization.
8.	The solution should allow for open API's to enable seamless integrations with other software tools and platforms
9.	Delegated administrator console for each domain configured on the service. For e.g. gujarat.gov.in, etc. Each domain will have its own admin with its own console for user management

#### 4.3.7 Audit Logging

Sr#	Description
1	Audit Logs should be preserved for at least 2 years in online mode.
2	The proposed solution must have the ability to record all activities and actions performed in admin console for audit and compliance purposes
3	The proposed solution should also provide the capability to export the admin logs for audit purposes

#### 4.3.8 Multi-Factor Authentication (MFA)

Sr#	Description
1.	The proposed solution must support MFA (Multiple Factor Authentication) to protect user identities using various verification methods, such as text message, phone call, Email OTP, authentication app or push notification
2.	Second factor authentication app should have feasibility to add multiple accounts
3.	Solution should have the feasibility to use hard/soft tokens as second factor authentication
4.	User registration for Multifactor Authentication
5.	Login using TOTP , Push Notification

#### 4.3.9 Password Reset

Sr#	Description
1	The proposed solution must support users by using an intuitive GUI to reset or retrieve their forgotten password.
2	The Password Reset authentication should be done by SMS and TOTP
3	The Password Reset should support the departments Password Policy to change password.

#### 4.3.10 Email encryption

Sr#	Description
1	The solution should support industry standard encryptions between Server to Server & Server to Mail Clients.

2	The solution should support Digital Signature of Email messages and encryption for data at Rest & in transit.
3	Web Access to Email should be through HTTPs (latest SSL Certificate should be installed).
4	It should have support for standards like PGP, SMIME on client & web access.
5	Messaging Client and Server should support Mail / Multipurpose Internet Mail Extensions (SMIME), enabling users to digitally sign and encrypt e-mails and attachments
6	Software should be able to send encrypted messages, signed messages and also capable of verifying the digital signature directly from the browser interface.
7	The solution should be encrypting data both at rest and encryption in transit with SSL/TLS.
8	Additional feature of digital signature and encrypting e-mails shall be in built in the solution.

#### 4.3.11 Mobile Device Management (MDM)

Sr#	Description
1.	The Mobile Access should have support for accessing mails from iOS / Android Mobile Enabled Devices.
2.	Administrators can set up security policies over the air to ensure that email data is protected. This includes secure access protocols.
3.	Facility to register, approve and block users for using office mails on mobile devices.
4.	Maintain registered mobile device with details.
5.	In case a device is lost or stolen, MDM solutions can selectively wipe corporate email accounts, protecting sensitive information
6.	Send custom SMS/notifications to user.

#### 4.3.12 Geo Fencing & IP based restriction

Sr#	Description
1.	It should provide IP based block-and-allow list based on sender reputation. These lists should be automatically updated. It should also allow administrators to configure additional IP allow-or- deny lists as needed.
2.	The proposed solution must have the ability to allow/block user logins and application usages based on attributes, such as user identity, location and device security compliance status
3.	Restrict users as per country allowed (Geo-Fencing), provision for Users to change/add/remove country policy
4.	Provision to Manage Country policy

#### 4.3.13 Compliance Requirements

Sr#	Description
1	It should have maximum uptime during the definition and signature updates. Mail flow should not be affected/stopped/or queued during definition updates
2	It should have high availability features and should have no single point of failure at any level
3	Solution must have Production and Disaster recovery site (replica of production) with Active-Passive deployment must be maintained in India.
4	The proposed messaging solution on premises should provide high availability and load Balancing and Disaster Recovery capability.
5	The infrastructure should be offered as a on-premises based enterprise solution
6	The email along with archives and individual file storage will be hosted at GoG DC and DR for primary and secondary copies.

7	The same Service Level Agreement should be applicable to all included or related services or components that is required for the solution to be contracted for the requirement
8	The proposed solution should not mandate any minimum number of users for any service uptime calculations
9	License and Support for 3rd party add on components (if any) to meet the requirements listed, to be provided by bidder with premium or highest level of OEM support for the entire contract period.
10	Access to all types of data will be governed by Indian law and Indian IT law. Any disputes or legal cases to be processed by Indian Government and competent Indian courts.
11	The bidder shall conduct security audit half-yearly through the designated entity and provide audit reports to the purchaser. The bidder shall bear the cost of the audit during the contract period.

#### 4.3.14 Advanced Reporting

Sr#	Description
1.	Report showing details about emails that users have flagged as junk or phishing using specific add-ins, helping administrator to identify potential security threats.
2.	Accounts with mailbox and without mailbox, list if active users, list of deleted user, accounts associated with mobile, export list of users and users statistics
3.	Need department/entity wise license utilization dashboard
4.	Bidder (through OEM) has to check quarterly health checkup and share the status report with GSDC

#### 4.3.15 Webmail Client

Sr#	Description
1	The Web mail client should provide option to check mails during low bandwidth connection using Basic Mail client functionality.
2	The Web Mail client should provide ability to categorize the mail based on user defined categories.
3	The Web Mail client should provide ability to auto complete the recipient address for recent recipients.
4	The Web Mail client should provide ability to access delegated mailbox from the logged on web mail client.
5	The Web Mail client should have ability to view RSS Feeds.
6	The Web Mail client should provide ability to add sender to Blocked Sender list or Safe sender list.
7	The Web mail client should provide flexibility to drag & drop calendar items between different days and send the meeting updates to the recipients automatically.
8	Users should be able to sort messages based on date, From, To, Subject, etc.

#### 4.3.16 Functionalities on Rich Client

Sr #	Description
1	The synchronization should download only the new information and not re-download the old information already present on the client.
2	Service Provider shall provide a solution for installation & Configuration of Rich Client on the identified desktops / laptops within the delivery period of the solution
3	Should store a copy of each item (including calendar, mail, to-do, personal addresses, etc.) on the server and the client (while synchronizing with server in background)
4	Should provide archival support as under:
	-Should support archival on messaging folders and productivity folders
	-Should provide search features like “from date”, “to date”, etc, for archiving the mails.
	-Should also support archival when the client is working offline
5	Should support drag-and-drop functionalities throughout the messaging client.

6	Users should be able to sort messages and query by any defined field and to search any storage locations by query.
7	Should support multiple email accounts in the same user interface for sending and receiving mails.
8	Should support rich editing features like
	-Tables
	-Support for embedded OLE objects
	-Horizontal line
	-Support for both Bullets and Number lists
	-Undo
9	Should support productivity enhancing features such as:
	-Allow the user to raise a "flag" to alert the user that there is follow up action on the e-mail
	-Automatic background name resolution and type-ahead resolution prior to sending the mail
	-Multiple auto-signatures
	-Should notify a user visually or by sound, at user's choice, when a new message arrives. Should support message preview.
	-Should have spell check feature.
10	Should support rich attachments and interaction including:
	-MIME attachment types.
	- <b>Viewing of file attachments from within the message:</b> The Messaging Solution should have the feature to view the mail attachment files like MS Word, MS Excel, Power Point, etc. from within the Rich Client.
	-No restriction on the number of file attachments per mail
	-Live attachments, which can be centrally stored and updated
	-Blocking of harmful, executable attachments (the extensions of which can be administratively controlled)
	-Allow attachment of text files, Word / Excel / PowerPoint documents, multimedia content, graphic files and non-Email documents
	-Should provide options to review other inbox messages in the foreground while an attachment is being downloaded in the background
11	Should include client-side spam control capability with following features:
	-Advanced junk mail filtering using keywords and patterns to intelligently determine and block junk mail.
	-Safe lists and Block lists to choose to only receive mails from individuals already setup in address book, from specific email addresses or from designated domains.
	-External HTML blocking to stop spammers from using web-links that verify email addresses as active without permission.
12	Should support server side out-of-office reply capabilities. User should be able to customize response and select filters that determine which message senders are to receive the notification.
13	Should support user controlled filtering and message manipulation rules including:
	-forwarding of and response to, messages with a specified message template, etc.
	-online and offline support
	-Client side and Server-Side rules
	Should support exporting and importing of rules from one computer to another.
14	Should support Rich Search capability such as:
	-Sorting and Find e-mail messages more easily by grouping messages by date, size, conversation, subject, importance, or other criteria

4.3.17 Health & Performance Monitoring

Sr#	Description
1.	The Messaging solution should come with management & monitoring tool to monitor and manage the Health and Performance of the Solution & Systems from a single Centralized Management Console.

2.	Proactively detect the health issues and service degradation / interruptions (including the messaging application, underlying OS and the Directory) and should be able to create event / alerts to the relevant administrators through Email, SMS, etc.
3.	The health monitoring should generate periodic reports about the health of the system, security status, etc.
4.	Bidder (through OEM) has to check quarterly health checkup and share the status report with GSDC.

**4.3.18 Archiving & Journaling**

Sr#	Description
1.	The Mail Messaging solution should provide archiving & journaling capabilities for compliance and audit purposes.
2.	The administrator should be able to search mails across multiple mailboxes in an organization.
3.	The system should support archiving to an SMTP address.
4.	The system should provide journal reports.
5.	The system should allow Journaling of all mails. The Mail Messaging system should provide the capability to journal – internal emails, external emails or all emails.
6.	The Mail Messaging system should provide ability to parse through message body for some restricted contents / texts and take actions like drop the message, redirect the message and send bounce messages.
7.	The Mailing solution should provide legal hold on a user so that they cannot edit / delete any of their past emails.

**4.3.19 Email User Data Migration**

Sr#	Description
1.	The successful bidder shall migrate mail data of minimum 30,000 existing user accounts on servers spread across multiple existing mail domains to the new email messaging solution. The entire activity shall be meticulously planned and implemented so as to ensure no loss of data and with minimum downtime of email services without any intervention of end user. The successful bidder shall deploy adequate skilled resources during the transition period.
2.	A detailed migration plan and change over process shall be submitted as specified in the Project Management section with clear timelines and fall back strategies to ensure smooth and successful migration to new system without any data loss.
3.	The successful bidder shall coordinate with GSDC to resolve hardware, system software and integration issues if any with existing systems and application related problems during installation, migration & management of the email messaging solution.

**4.3.20 Training Program**

Sr#	Description
1	User Level Training: The successful bidder shall conduct training sessions, explaining features of the mail messaging system and how to use these features for enhancing end users productivity. The training material (master copy) shall be provided by the bidder.
2	Admin Level Training: The bidder shall impart training to designated staff on the following:
a	Knowledge Transfer Training of the Deployed Solution Architecture and Design
b	Messaging Platform Administration & Management
c	Disaster Recovery Planning for the Messaging Solution for any mishap or disaster

**4.3.21 DR Recovery Solution**

Sr#	Description
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1.	Bidder has to consider 25% of proposed complete email solution at Far DR site and Data replication between Primary DC and Near DR. (including but not limited to hardware, software, license , accessories , etc.)
2.	The Near DR site is hosted at Vadodara and Far DR site is hosted at Faridabad.
3.	The data shall be synchronized with the DR site's regularly. Also, when application has been switched over to Far DR and is running from DR and subsequently DC has been brought up, the reverse synchronization from DR to DC should happen.
4.	The maximum acceptable RPO between Primary DC and Far DR shall be 15 minutes and between Primary DC to Near DR should be near to zero data loss. The synchronization of data with DR site will be the responsibility of the vendor. Necessary software / tools required for synchronization shall be provided by the vendor.
5.	The bidder shall be responsible for providing support for management, maintenance, testing, synchronization, etc, at the DR site.
6.	The successful bidder shall formulate and submit a detailed plan and procedure for business continuity that needs to be followed in the event of any failure of Primary site.
7.	A detailed restoration plan to restore to original configuration after the failed site is set up and running.
8.	The vendor shall conduct DR drills before Go-Live and at regular intervals during the CAMC, in consultation with GSDC team as per applicable ISMS and BCP policy.



SECTION – 5

The Bidder must accept the payment terms proposed in the tender. The financial offer submitted by the Bidder must be in conformity with the payment terms proposed in the tender. Any deviation from the proposed payment terms would not be accepted. The Purchaser shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the purchaser. Penalty levied during CAMC shall be adjusted with the quarterly payment and PBG submitted by the bidder. In addition, the bidder has to provide additional PBG accordingly within a week.

5.1 Payment Milestone

The scope of work is divided in different areas and the payment would be linked to delivery and acceptance of each area as explained below:

Sr#	Particulars of Payment	Payment Milestone	Deliverables
A	CAPEX:		
A1	Enterprise Email Software for DC & DR	60% on delivery of the Software	Delivery Challan & Manuals
		20% on Installation, configuration, testing, Commissioning & License activation	
		20% after successful migration all existing users and Final acceptance test	FAT Certificate
A2	Infrastructure Cost (Hardware, software and Network Components) required to host Email messaging solution at DC & DR	60% on delivery of all products & POST of Hardware and Inspection done by GIL/GSDC team.	Delivery Challan, Manuals, Warranty Details, Solution Document, Architecture Diagrams and other technical documents
		10% on Installation, testing and Commissioning	System generated report and UAT
		10% on Go-live of Email-Solution	Go-live Certificate
		20% after successful migration all existing users and Final acceptance test	FAT Certificate
B	CAMC		
	Comprehensive Annual Maintenance Contract	Quarterly as an arrears in 5 Years after FAT	Supporting reports

Note:

- i. GIL reserves the rights to conduct all kind of inspection under the project scope.
- ii. No advance payment will be made.
- iii. Each payment shall be made on receipt of separate invoice on the successful completion of payment schedule.
- iv. The selected proposer’s request for payment shall be made to the purchaser in writing, accompanied with the supporting documents describing, as appropriate, the services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.

- v. Any penalties and/or liquidated damages, as applicable, for delay and non- performance, as mentioned in this bidding document, will be deducted from the payments for the respective deliverables.
- vi. Documents required, whichever applicable along with documents for desired deliverables, to be submitted to GIL for Payment (in Triplicate)
- vii. The currency or currencies in which payments shall be made to the selected proposer under this Contract shall be Indian Rupees (INR) only.
- viii. Taxes, as applicable, will be deducted/paid as per the prevalent rules and regulations.
- ix. The payment will be made for services availed by the purchaser. The purchaser will not pay or is not bound to pay for services not procured/ availed by them.
- x. Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out-of-pocket expenses, including travel, boarding and lodging etc.
- xi. In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- xii. The payment will be done after deducting penalty if any as per this RFP within 30 days of submission of the undisputed invoices (with all required supporting documents) or receipt of written clarifications on the invoice sought by the purchaser whichever is later, after duly complying all the guidelines of this RFP and subsequent agreement.

SECTION – 6

The Messaging Application is a business-critical application and will be used extensively for exchange of email traffic within and outside the domains of GOG. The Messaging Solution shall be managed by dedicated team of experts trained on the system.

The system should be fast and should give quick response. It is expected that the bidder shall design & provision above resources in such a manner that the application when accessed through internet / MPLS WAN should provide fast response. Also, when the user navigates from one page to another page in the application, the response should be almost instantaneous. The Maximum delivery time of emails within Gujarat Government’s mail domain should not be more than 2 Min. If, any degradation in the application response (response is slow), or the user has to wait for some longer time before the application responds and the issues continues for more than 30 min, a trouble ticket shall be booked with the helpdesk for the same. The bidder shall then identify the cause of the problem and resolve it at the earliest. If the problem is caused by malfunctioning, poor performance, choking of a hardware / software component, the same shall be rectified / replaced at the earliest. If the problem is caused by any device / component / link, etc., not supplied & maintained by the bidder, GSDC will try to rectify the problem and no penalties will be imposed on the bidder for the same.

6.1 Definitions

- a) “Availability” means the time for which the services and facilities are available for conducting operations of email service. Availability is defined as: {(Scheduled Operation Time – Service Downtime)/ (Scheduled Operation Time)} \* 100%

Severity	Definition
1	Showstoppers involving major failure in the system/solution. There are no usable workarounds available to troubleshoot the problem.
2	Users face severe functional restrictions in the system/solution irrespective of the cause. Workarounds are time consuming.
3	Moderate functional restrictions in the system/solution irrespective of the cause. Has a convenient and readily available workaround. Affects a few users.
4	Requiring cosmetic functional changes. Does not require any workaround. It may include user query/suggestions but has no business impact

**Note: In addition, in case of unavailability of definition of severity Interpretation of severity of incident will be defined based on business criticality at discretion of GSDC.**

6.2 Interpretation & General Instructions

- a) At the beginning of the contract, the SLA parameters and metrics thereof would be established by Purchaser in consultation with the selected bidder which would be reviewed on an annual basis along with the Corrective Action & Preventive Action (CAPA) plan.
- b) SLA parameters shall be monitored on a quarterly basis as per the individual SLA parameter requirements. In case the service levels cannot be achieved at service levels defined in the tables below, it shall result in a breach of contract and shall invoke penalties.

- c) Penalties are mentioned as a percentage of certain components of cost.
- d) Purchaser can take appropriate action including termination of the contract if –
  - (i) Penalties calculations exceed 20% of the quarterly payment for two consecutive quarter
  - (ii) Penalties calculations in any month exceed 30% of quarterly payment
- e) The Bidder along with the Email messaging solution Provider OEM should support and prepare Root cause analysis (RCA) for all cases of Cyber Security Incidents and shared with Purchaser within 72 hours. Time extension can be granted by the Purchaser depending on the severity of the incident on request of the bidder. For any exceptions or SLA breach beyond the control of the bidder, the bidder may submit the RCA along with a justification, which may be considered by Purchaser. In case the RCA establishes that the breach on SLA was on account of email service issues, the bidder would be liable for the applicable penalty.
- f) Root cause analysis (RCA) should be prepared for all cases of Severity 1 incidents causing email service unavailability or disruption. The bidder can work with OEM to provide the RCA.
- g) For certain incidents, RCA may be carried out by Purchaser (or Purchaser appointed agency).

The Solution should have its own comprehensive monitoring features. The bidder should use the same tool to do an integrated monitoring of the service levels for the deployed email messaging solution.

The bidder needs to carry out real-time monitoring as well as reporting of SLA parameters and will also be required to provide an integrated and automated monitoring report to Purchaser on monthly basis, or as requested by Purchaser. All SLAs to the extent possible should be monitored through the automated tools provided by the bidder.

The minimum service levels that need to be measured and adhered to are detailed below. Bidders can propose to adhere to higher service levels than stated below and additional parameters to strengthen their technical proposal.

The Service Level Agreements have been logically segregated in the following categories:

1. Project Implementation
2. System Availability
3. Incident Reported
4. Patch management / System Upgrade
5. Operations support
6. Change management

SLA treatment shall be based on the root cause analysis and accordingly the SLA treatment shall be given to the ticket for the issue.

### **6.3 SLAs for Project Implementation**

Penalties due to delays in the achievement of project timelines and project milestones shall be applicable.

The timelines with the list of activity from the date of Work Order / Purchase Order are given in the table below. “T” stands for the date of acceptance of the Work Order / Purchase Order on GEM.

Sr#	Activity	Timelines	Penalty on delay
1.	Acceptance of Work Order / Purchase Order on GEM	T=2 Days	EMD may be forfeited
2.	Submission of PBG	T + 15 days	A penalty of 0.1% of Contract value for Delay for every Week or part thereof. Delay beyond T + 15 Days, the TENDERER may terminate the Work Order/Contract and forfeit the EMD. In such case, TENDERER may consider issuing Work Order to L2 bidder.
3.	Understanding current Email Solution and Submission of detailed project plan including migration of existing email Users	T +30 Days	A penalty of 0.1% of Contract value for delay for first Week or part thereof. From second weeks Onwards, A penalty of 0.2% of Contract value for delay for each Week or part thereof. Delay beyond 4 Weeks, the TENDERER may also terminate the Work Order/Contract and forfeit the PBG.
4.	Delivery of all Required Infrastructure, Software's, Licenses, etc. for hosting of Email messaging solution at DC, Near DR and Far DR.	T + 45 Days	A penalty of 0.1% of CAPEX value for delay for first Week or part thereof. From second weeks Onwards, A penalty of 0.2% of CAPEX value for delay for each Week or part thereof. Delay beyond 4 Weeks, the TENDERER may also terminate the Work Order/Contract and forfeit the PBG.
5.	Setup, Configure and Test proposed Email solution at DC, Near DR & Far DR	T + 75 Days	A penalty of 0.1% of Contract value for delay for first Week or part thereof. From second weeks Onwards, A penalty of 0.2% of Contract value for delay for each Week or part thereof.
6.	UAT, DR -Drill and Go-Live of deployed solution	T1 = T + 90 Days	A penalty of 0.2% of Contract value for delay of each Week or part thereof. Delay beyond 4 Weeks, the TENDERER may also terminate the Work Order/Contract and forfeit the PBG.

7.	Migration of the assigned Users mailbox & validation	T1 + 60 Days	A penalty of 0.1% of Contract value for delay of each Week or part thereof.
8.	Training & Completion of Final Acceptance Test	T2 = T1 + 75 Days	A penalty of 0.1% of Contract value for delay of each Week or part thereof.
9.	CAMC of new email solution	T2 + 60 Months	This penalty will be governed as defined in this section (Service Level Agreement) of this RFP
10.	Security incident/threat identified in Email solution/App/Server/Component provided by the agency	Every Incident	A penalty of 0.1% of total Project value for every occurrence.
<i>Note: <b>Part thereof meaning:</b> if there is a delay of 9 days in the delivery then the penalty will be calculated as a (9/7)*Penalty Amount.</i>			

#### 6.4 SLAs for System Availability

Availability of Email service for at least 99.9% of time measured on a monthly basis and considering for 24x7x365 operations. Approved downtime shall be excluded from the calculation.

Sr #	Service Level	Penalty/ Impact Level
1	Minimum 99.9% up time measured on a quarter basis	Nil
2	>= 99.8% to <99.9% up time measured on quarterly basis	1% of the total Quarterly CAMC billing amount
3	>= 99.7% to <99.8% up time measured on quarterly basis	2% of the total Quarterly CAMC billing amount
4	>= 99.6% to <98.7% up time measured on quarterly basis	5% of the total Quarterly CAMC billing amount
5	>= 99.5% to <99.6% up time measured on quarterly basis	8% of the total Quarterly CAMC billing amount
6	<99.50% up time measured on quarterly basis	10% of the total Quarterly CAMC billing amount. In case same performance in two consecutive quarter, the TENDERER may terminate the Work Order/Contract and forfeit the PBG.

#### 6.5 SLAs for Incident Reported

SLA shall be measured quarterly basis for each incident individually from the time of incident reported with the severity of the impact for 24x7x365 operations of email service and the time taken to resolve the reported incident.

Sr. No.	Target	Service Level	Impact Level
1	For Severity 1, incidents should be resolved	% Of incidents with more response time <100% & >=99%	1% of the total Quarterly CAMC billing amount

	within 60 minutes of problem reported	% Of incidents with more response time < 99% & >= 98%	2% of the total Quarterly CAMC billing amount
		% Of incidents with more response time <98%	5% of the total Quarterly CAMC billing amount
2	For Severity 2, the incidents should be resolved within 4 hours of problem reported	% Of incidents with more response time <100% & >=97%	0.5% of the total Quarterly CAMC billing amount
		% Of incidents with more response time < 97% & >= 94%	1% of the total Quarterly CAMC billing amount
		% Of incidents with more response time < 94%	2% of the total Quarterly CAMC billing amount
3	For Severity 3, the incidents should be resolved within 12 hours of problem reported and For Severity 4, incidents should be resolved within 48 hours of problem reported.	% Of incidents with more response time <100% & >=97%	0.2% of the total Quarterly CAMC billing amount
		% Of incidents with more response time < 97% & >= 94%	0.5% of the total Quarterly CAMC billing amount
		% Of incidents with more response time < 94%	1% of the total Quarterly CAMC billing amount
4	For all incidents that are marked as Resolved by the Service Provider but are re- opened by the client. This is calculated for all incidents reported within respective Quarter.	% Of reopened incidents <=4	Nil
		% Of reopened incidents <=5 & >4%	0.5% of the total Quarterly CAMC billing amount
		% Of reopened incidents <=6% & >5%	1% of the total Quarterly CAMC billing amount
		% Of reopened incidents >6%	5% of the total Quarterly CAMC billing amount

**6.6 SLAs for Patch management / System Upgrades**

All patches for released, to be tested for vulnerabilities, compatibility and any issues that may occur on deployment as defined in Patch Management Process. The patch cycle shall begin from the time of release of patches, testing, approval by purchaser as per change management and patch management processes and provide coordination for deployment on 100% of the target systems (Email messaging solution, Operating Systems, End-user devices, Network and Security components and tools, etc.). The bidder (in coordination with the GSDC support team) shall submit a report on the completion of patch activity.

SLA shall be calculated on actual delay time for the complete patch cycles on a quarterly basis for each patch from the date of release of patch by OEM. Detailed process should be discussed with the GSDC stakeholders and defined in the Operations Manual.

In case release of any new software version, back-to-back upgradation should be available through OEM without any cost to tenderer.

In coordination with the GSDC support team, all required patches shall be deployed on 100% of the system based on priority of the patches as per timelines defined below.

SR#	Priority	Timelines for complete Patch Cycle
1	Critical	1 day
2	High	3 days
3	Medium	30 days
4	Low	90 days

#	Target	Service Level	Impact Level/Penalty
---	--------	---------------	----------------------

1.	Patches shall be deployed in the system based on priority of the patches as per timelines defined	=100%	Nil
		>= 99% & < 100%	0.2% of the total Quarterly CAMC billing amount
		>= 98% & < 99%	0.5% of the total Quarterly CAMC billing amount
		>= 97% & < 98%	1% of the total Quarterly CAMC billing amount
		< 97%	2% of the total Quarterly CAMC billing amount

The bidder along with the OEM shall also be responsible to upgrade the system/firmware of all applicable systems such as compute, storage, network components, security components, monitoring tools, and any other applicable device or tool used for providing email messaging solution on a half-yearly basis. SLA shall be measured on delay of firmware upgrade in each applicable system component on a half-yearly basis.

#	Target	Service Level	Impact Level/Penalty
1.	systems upgraded within the half-year as applicable	=100%	Nil
		>= 99% & < 100%	0.2% of the total Quarterly CAMC billing amount
		>= 98% & < 99%	0.5% of the total Quarterly CAMC billing amount
		>= 97% & < 98%	1% of the total Quarterly CAMC billing amount
		<97%	2% of the total Quarterly CAMC billing amount

**6.7 SLAs for Operational/CAMC Support**

SLA shall be measured for each instance of non-compliance for the corresponding on periodic basis.

#	Target	Service Level	Impact Level/Penalty
1	Quarterly Health Checkup report	No Delay	NIL
		1 Day Delay	0.1% of the total Quarterly CAMC billing amount
		2-3 Days Delay	0.2% of the total Quarterly CAMC billing amount
		>3 Days Delay	0.2% of the total Quarterly CAMC billing amount per day from 4 <sup>th</sup> day onwards.

**6.8 SLAs for Change Management**

Sr. No.	Definition & Target	Service Level	Impact Level
1.	Changes as per the change request	100% of successful change implementation as per agreed timelines for each change request	Nil
		Delay in implementation of changes against agreed timelines for each change request	2% of the total Quarterly CAMC billing amount for each week of delay
2.	Unauthorized and un-approved changes done	Per unauthorized/ un-approved/un-planned change	5% of the total Quarterly CAMC billing amount



	to the system without prior intimation and approval from Purchaser. Changes will be tracked through Configuration Changes and Compliance Monitoring Tool  Target: No unauthorized or unapproved or unplanned change		
--	---	--	--

**Note:**

1. SLA penalties during the operations phase (Post Go-Live) shall be calculated on a monthly basis and will be deducted from the next payment due from Purchaser. Monthly MIS report shall be submitted by BIDDER covering all the key details, KPI's and the SLA compliance of all the functions as per the aforementioned sections.
2. If the SLA penalties during the operations phase (Post Go-Live) calculations exceed 10% of the monthly equivalent billing for three consecutive Quarter then, notwithstanding anything contained herein, the Purchaser may take appropriate action including the termination of the contract and forfeiting of the Performance Guarantee.
3. The Maximum cumulative penalty under SLA will be capped at 10% of the contract cost.
4. Each SLA as mentioned above is independent and accordingly the penalties shall be calculated.

SECTION - 7

1 FINANCIAL BID FORMAT

This table is just for information explaining how to fill price online, Bidder need to submit quote in following format online only, Don't submit it with technical document.

Table-1:  
Financial Bid :

Sr #	Item	User Mailboxes Qty	Unit price (In Rs.)	Total Price (In Rs.)
1	<b>Enterprise Email Software for DC &amp; DR –</b> Software including all latest patched, updates, fixes and licenses	50000		
2	<b>Infrastructure to Host On-premises Enterprise Email messaging solution -</b> Compute, Storage, networking and security components, Load balancer, third-party software's, etc. that has to be installed at DC & DR to host enterprise email messaging solution	50000		
3	<b>Comprehensive Annual Maintenance Contract (CAMC) -</b> Providing support and periodic maintenance services for Email messaging solution and all supplied IT Assets, Providing updates, Patches and fixes for the period of 5 Years. (20 Quarters)	20		
<b>Grand Total (In Rs.) without Tax</b>				

- Note:**
- i. The Bidder should read the complete RFP carefully and quote for the price inclusive of all taxes and duties in the financial bid. Any changes in Govt. Taxes / Duties would be applicable as on actual at the time of invoice processing.
  - ii. Above table will be used for Commercial Bid evaluation purpose only.
  - iii. The CAMC cost calculation should not be less than 20% of the CAPEX value.
  - iv. The successful bidder shall submit the price break-up of the quoted product before signing the contract.
  - v. The Purchaser may issue separate WO/PO for every additional slab of 2000 user mailboxes based on the unit rate discovered from Enterprise Email Software for DC & DR (Point No.1) and **Infrastructure to Host On-premises Enterprise Email messaging solution (Point No. 2)** in the financial bid with all terms and conditions of the tender as applicable. (Calculation will be as: Price of Enterprise Email Software (Sr no 1 of Financial Bid) + Price of Infrastructure (Sr No 2 of Financial Bid) / 50,000 (User mailbox Unit mention in the financial Bid) x 2,000 (User mailbox Unit for additional Slab). Additional External Storage shall be arranged by the GSDC.

## SECTION – 8

## 7.1 Formats:

### 8.1.1 Form 1: Proposal Covering Letter

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

Tender Ref No:

To

**Deputy General Manager (App)**

Gujarat Informatics Ltd.

Block no. 2, 2<sup>nd</sup> floor, Karmayogi Bhavan,

Sector 10-A, Gandhinagar.

**Ref:** RFP for Selection of Agency for Supply, Implementation, and Maintenance of Enterprise Email Messaging Solution for GSDC, Government of Gujarat.

Dear Sir,

We ..... (Name of the bidder) hereby submit our proposal in response to notice inviting tender date ..... And tender document no. SWT23042025 Dated: 23/04/2025 and confirm that:

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

8. We are uploading our Response to the RFP (Eligibility, technical and financial bid documents) as per the instructions set out in this RFP.

Yours sincerely,

Authorized Signature (in Full and Initials)

Name and Title of Signatory:

Name of Firm:

Address:

Email Address:

Telephone number & Fax:

8.1.2 Form 2: Format for General Information

S. No	Particulars	Details	Documentary evidence to be included
1.	Name of the Bidder	Name:  (Mention the type of entity: Private limited / Partnership/ Proprietorship)	Incorporation Certificate
2.	Country of Registration		Incorporation Certificate
3.	Address of the corporate headquarters and its branch office(s), if any, in India		NA
4.	Date of incorporation and commencement of business	DD/MM/YYYY	
5.	List of current directors		NA
6.	Other key management personnel		Details to be submitted
7.	Brief description of the Company including details of its main lines of business.		Company Profile
8.	Details of the individual (s) who will serve as the point of contact/ communication within the Company:	Name: Designation: Address: Mobile Number: E-Mail Address:	NA
9.	PAN details (Company & Director)		Copy of the PAN card
10.	GST Registration No.		GST registration certificate
11.	ISO & CMMI Certification	Details	Certificates
12.	EPFO	Details	
13.	ESIC	Details	
14.	Balance Sheet/ Profit & Loss/ Audit Reports/ Income Tax Return Submission/ CA Certificate 2020-21, 2021-22, 2022-23	Details	CA certificate from Chartered Accountant / Statuary Auditor
15.	Project (Work Order/ Agreement/ Certificate)	Details	Work order, Agreement, Completion certificate from the client.

Signature

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Company Seal Company \_\_\_\_\_

Date: \_\_\_\_\_

8.1.3 Form 3: Format for Financial Summary of the Bidder

(Same should be furnished by the Chartered Accountant / Statutory Auditor on their letter head)

Average Annual Turnover of the Bidder (from works related to providing Web, Mobile and Software Development)

S. No	Financial Year	Annual Turnover (INR)
1.	FY 2021 - 2022	
2.	FY 2022 – 2023	
3.	FY 2023 - 2024	
	[Average Annual Turnover]	[indicate sum of above divided by 3]

Note: Bidders are required to provide data for last three years ending 31<sup>st</sup> March 2023. Audited Balance Sheets are also required to be submitted for the same.

UDIN No: \_\_\_\_\_

Certificate from the Statutory Auditor

Note:

1. The Bidder shall submit audited annual reports (financial statements: balance sheets, profit and loss account, notes to accounts etc.) in support of the financial data duly certified by statutory auditor/s. In case, the company does not have a statutory auditor/s, it shall be certified by the chartered accountant that ordinarily audits the annual financials of the company.
2. Certificate(s) from the statutory auditors specifying the Turnover of the Bidder for FY 2021-22, FY 2022-23 and FY 2023-24. For the purpose of this RFP, net worth shall mean the sum of subscribed and paid-up equity share capital and reserves from which shall be deducted the sum of revaluation reserve, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.



**8.1.4 Form 4: No Blacklisting**

(To be printed on INR 300/- Stamp Paper)

Date:

To,

**Deputy General Manager (App)**

Gujarat Informatics Ltd.

Block no. 2, 2<sup>nd</sup> floor, Karmayogi Bhavan,

Sector 10-A, Gandhinagar.

Sir,

In response to the Tender Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ for “RFP for Selection of Agency for Supply, Implementation, and Maintenance of Enterprise Email Messaging Solution for GSDC, Government of Gujarat.”, as an Owner/Partner/Director of \_\_\_\_\_, I/We hereby declare that presently our Company/Firm \_\_\_\_\_ is having unblemished record and is not declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/PSU.

We further declare that presently our Company/Firm \_\_\_\_\_ is not blacklisted and not declared ineligible for reasons other than corrupt and fraudulent practices by any State/Central Government/PSU on the date of bid submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Yours sincerely,

Authorized Signature (in Full and Initials)

Name and Title of Signatory:

Name of Firm:

Address:

Email Address:

Telephone number & Fax:

**8.1.5 Form 5: Not Terminated, Not Being Insolvent or In Receivership or Bankrupt**

(To be printed on INR 300/- Stamp Paper)

Date:

To

**Deputy General Manager (App)**

Gujarat Informatics Ltd.

Block no. 2, 2<sup>nd</sup> floor, Karmayogi Bhavan,

Sector 10-A, Gandhinagar.

Sir,

In response to the Tender Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ for  
“RFP for Selection of Agency for Supply, Implementation, and Maintenance of Enterprise Email  
Messaging Solution for GSDC, Government of Gujarat.”, as an Owner/Partner/Director of  
\_\_\_\_\_, I/We hereby declare that presently our Company/Firm  
\_\_\_\_\_:

a. has not been terminated by any Government/Semi-Government or Public Authority or Public Institution in India or abroad, before the completion of respective Contract period for which it has executed the project or in process of execution of such project, on account of its poor performance, delay or abandonment of work by it.

b. is not insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not be declared defaulter by any financial institution, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.

c. not has, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Yours sincerely,

Authorized Signature (in Full and Initials)

Name and Title of Signatory:

Name of Firm:

Address:

Email Address:

Telephone number & Fax:

**8.1.6 Form 6: Office in Gujarat.**

Date:

To

**Deputy General Manager (App.)**

Gujarat Informatics Ltd.

Block no. 2, 2<sup>nd</sup> floor, Karmayogi Bhavan,

Sector 10-A, Gandhinagar.

Sir,

I/We \_\_\_\_\_, hereby declare that we have our registered office in Gujarat  
at\_\_\_\_\_.

We have attached \_\_\_\_\_ as a supporting to the proof of address.

Yours sincerely,

Authorized Signature (in Full and Initials)

Name and Title of Signatory:

Name of Firm:

Address:

Email Address:

Telephone number & Fax:

**8.1.7 Form 7: Director and Partners not involved in any criminal offence.**

Date:

To

**Deputy General Manager (App.)**

Gujarat Informatics Ltd.

Block no. 2, 2<sup>nd</sup> floor, Karmayogi Bhavan,

Sector 10-A, Gandhinagar.

Sir,

I/We \_\_\_\_\_, hereby declare that our directors and officers convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified.

Yours sincerely,

Authorized Signature (in Full and Initials)

Name and Title of Signatory:

Name of Firm:

Address:

Email Address:

Telephone number & Fax.

8.1.8 Form 8: Format for Showcasing Experience

Date:

To

Deputy General Manager (App)

Gujarat Informatics Ltd.

Block no. 2, 2<sup>nd</sup> floor, Karmayogi Bhavan,

Sector 10-A, Gandhinagar.

A. Project Summary Sheet:

Sr.no	Name of the Project	Completion Date	Project Duration	Project Cost	Client Name & Contact number or Email Address
1.					
2.					

Note: Add rows as required

B. Project Citation

(To be submitted for each project as per the table above)

S. No	Aspect	Details
1	Name of the Project	
2	Name of Client	
3	Start Date and End Date	DD/MM/YYYY to DD/MM/YYYY
4	Project Duration	
5	Project Cost	
6	Current Stage	
7	Client Contact Number & Email Address	Yes/No
8	Documentary Evidence being submitted	Choose from <ul style="list-style-type: none"><li>▪ Work order</li><li>▪ Letter of Invitation / Award</li><li>▪ Agreement</li><li>▪ Completion Certificate</li></ul>
9	Project Scope (In Brief)	<Project Scope highlighting all components as asked in this bid>

Note: Each project profile must be duly supported by documentary evidence from the client side like Work Order, Agreement, and Completion Certificate for being considered for marking. Projects without evidence may be rejected. Bidders are advised to highlight relevant sections of the documentary evidence for quick reference of the Authority. Only eligible projects (as per terms & conditions provided in RFP) shall be considered for marking.

Yours sincerely,

Authorized Signature (in Full and Initials)

Name and Title of Signatory:

Name of Firm:

Address:

Email Address:

Telephone number & Fax.

8.1.9 Form 9: Format for Land Border on Bidder’s Letterhead

Date:

To

**Deputy General Manager (App)**  
Gujarat Informatics Ltd.  
Block no. 2, 2<sup>nd</sup> floor, Karmayogi Bhavan,  
Sector 10-A, Gandhinagar.  
.

Sub : Undertaking as per Office Memorandum No.: F. No.6/18/2019-PPD dated 23.07.2020 published by Ministry of Finance, Dept. of Expenditure, Public Procurement division

Ref: Bid Number:

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India. I certify that we as a bidder and quoted product from following OEMs are not from such a country or, if from such a country, these quoted products OEM has been registered with competent authority. I hereby certify that these quoted product & its OEM fulfills all requirements in this regard and is eligible to be considered for procurement for Bid number\_\_\_\_\_

No	Item Category	Quoted Make & Model

In case I’m supplying material from a country which shares a land border with India, I will provide evidence for valid registration by the competent authority, otherwise GIL/End user Dept. reserves the right to take legal action on us.

Yours sincerely,

Authorized Signature (in Full and Initials)  
Name and Title of Signatory:  
Name of Firm:  
Address:  
Email Address:  
Telephone number & Fax.

8.1.10 Form 10: Format for Land Border on OEM’s Letterhead

Date:

To

**Deputy General Manager (App)**  
Gujarat Informatics Ltd.  
Block no. 2, 2<sup>nd</sup> floor, Karmayogi Bhavan,  
Sector 10-A, Gandhinagar.

Sub : Undertaking as per Office Memorandum No.: F. No.6/18/2019-PPD dated 23.07.2020  
published by Ministry of Finance, Dept. of Expenditure, Public Procurement division

Ref: Bid Number:

Dear Sir,

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India. I certify that our quoted product and our company are not from such a country, or if from such a country, our quoted product and our company have been registered with competent authority. I hereby certify that these quoted product and our company fulfills all requirements in this regard and is eligible to be considered for procurement for Bid number\_\_\_\_\_.

No	Item Category	Quoted Make & Model

In case I’m supplying material from a country which shares a land border with India, I will provide evidence for valid registration by the competent authority; otherwise GIL/End user Dept. reserves the right to take legal action on us.

Yours sincerely,

Authorized Signature (in Full and Initials)  
Name and Title of Signatory:  
Name of Firm:  
Address:  
Email Address:  
  
Telephone number & Fax.



8.1.11 Form 11: Format for MAF on OEM’s Letterhead

Date:

To  
**Deputy General Manager (App)**  
Gujarat Informatics Ltd.  
Block no. 2, 2<sup>nd</sup> floor, Karmayogi Bhavan,  
Sector 10-A, Gandhinagar.

Ref: Bid Number:  
Subject: MAF Authorization.

Dear Sir,  
We, M/s XXXXXX Manufacturing make do hereby authorize XXXXXX to submit a bid, and sign the contract with you against above mentioned tender  
No:  
Bid Number: XXXXX

We authorized the XXXX for the following modules/products:

No.	Item Description	Make	Model	UOM

We hereby confirm that the offered Product in the referenced RFP will be provided unconditionally with a back to back warranty, maintenance, support services and parts availability etc. for proposed product etc. available for the period of Three years from FAT through M/s. XXXX.

Sign and Stamp of Authorized person.

8.1.12 Form 12: Bank Guarantee format for Earnest Money Deposit

To  
**Deputy General Manager (App)**  
Gujarat Informatics Ltd.  
Block no. 2, 2<sup>nd</sup> floor, Karmayogi Bhavan,  
Sector 10-A, Gandhinagar.

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the Tender no: xxxxxxxxxxxxxxxxxxxx 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 -----2024.

**THE CONDITIONS of this obligation are:**

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

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

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

This guarantee will remain valid up to 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 GIL and further agrees that the guarantee herein contained shall continue to be enforceable till the GIL discharges this guarantee The Bank shall not be released of its obligations under these presents by any exercise by the GIL of its liability with reference to the matters aforesaid or any

of them or by reason or any other acts of omission or commission on the part of the GIL or any other indulgence shown by the GIL or by any other matter or things.

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

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

Signed and delivered by

\_\_\_\_\_

For & on Behalf of

Name of the Bank & Branch &

Its official Address with seal

**Approved Bank: All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative & Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/4/2022/0002/DMO dated 20.05.2022 issued by Finance Department or further instruction issued by Finance department time to time.**

8.1.13 Form 13: Performance Bank Guarantee

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.

Date:

To  
**Deputy General Manager (App)**  
Gujarat Informatics Ltd.  
Block no. 2, 2<sup>nd</sup> floor, Karmayogi Bhavan,  
Sector 10-A, Gandhinagar.

Dear Sir,

WHEREAS..... (Name of Bidder) hereinafter called “the Bidder” has undertaken, in pursuance of Agreement dated, (hereinafter referred to as "the Agreement for “RFP for RFP for Selection of Agency for Supply, Implementation, and Maintenance of Enterprise Email Messaging Solution for GSDC, Government of Gujarat” (***Tender No. xxxxxxxxxxxxxxxxx Dated: xx.xx.xxxx***) for the Department of Science & Technology, Government of Gujarat.

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

1. WHEREAS we \_\_\_\_\_ ("the Bank", which expression shall be deemed to include it successors and permitted as Signs) have agreed to give the Gujarat Informatics Limited ("GIL") the Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

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

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

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Attention Mr. \_\_\_\_\_.

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

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

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

4. The BANK also agrees that GIL at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the BIDDER and notwithstanding any security or other guarantee that GIL may have in relation to the Bidder’s liabilities.

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

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

Dated this ..... Day of .....,2024

Witness

(Signature)

(Name)

(Signature)

Bank Rubber Stamp

(Name)

(Official Address)

Designation with Bank Stamp

Plus, Attorney as per Power of  
Attorney No.

Dated:

**Approved Bank: All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative & Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/4/2022/0002/DMO dated 20.05.2022 issued by Finance Department or further instruction issued by Finance department time to time.**

**8.1.14 Form 15: Format for Power of Attorney**

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

Dated:

**POWER OF ATTORNEY**

**To Whomsoever It May Concern**

Know all men by these presents, we \_\_\_\_\_ (name and registered office address of the Bidder) do hereby constitute, appoint and authorize Mr./ Ms./ Mrs. \_\_\_\_\_ (Name of the Person(s)), domiciled at \_\_\_\_\_ (Address), acting as \_\_\_\_\_ (Designation and the name of the firm), as Authorized Signatory and whose Signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for award of Contract “RFP for Selection of Agency for Supply, Implementation, and Maintenance of Enterprise Email Messaging Solution for GSDC, Government of Gujarat”, vide (Tender Document) Document No. \_\_\_\_\_ dated \_\_\_\_\_, issued by Gujarat Informatics Limited, including Signing and submission of all documents and providing information and responses to clarifications / enquiries etc. as may be required by Gujarat Informatics Limited or any governmental authority, representing us in all matters before Gujarat informatics Limited, and generally dealing with GIL in all matters in connection with our Proposal for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds, and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For -----

(Signature)

(Name, Title and Address)

Accept (Attested Signature of Mr./Ms./Mrs. \_\_\_\_\_)

(Name, Title and Address of the Attorney)

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

\*\*\*\*\*End\*\*\*\*\*