

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	01-12-2025 15:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	01-12-2025 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Gujarat
विभाग का नाम / Department Name	Finance Department Gujarat
संगठन का नाम / Organisation Name	Gujarat Commercial Tax
कार्यालय का नाम / Office Name	E Governance Branch
वस्तु श्रेणी / Item Category	Hiring of Agency for IT Projects- Milestone basis
अनुबंध अवधि / Contract Period	5 Year(s) 6 Month(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, OEM Annual Turnover, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है / Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या / Minimum number of bids required to disable automatic bid extension	3

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
ईएमडी राशि/EMD Amount	640000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	66

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

Chief Commissioner Of State Tax
e governance branch, Finance Department Gujarat, Gujarat Commercial Tax,
(Deputy Commissioner)

बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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1. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

Price Break up part 1 and part 2 - [1762510013.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1762510532.pdf](#)

Payment Terms:[1762510548.pdf](#)

This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
Technical marking	100	60	View File

Total Minimum Qualifying Marks for Technical Score: 60

QCBS Weightage(Technical:Financial):60:40

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
18-11-2025 15:00:00	Gujarat Informatics Limited, Block 2,2nd Floor, Karmayogi Bhavan, Sector 10, Gandhinagar, Gujarat, India Pin code: 382010

Hiring Of Agency For IT Projects- Milestone Basis (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specific ation	मूल्य/ Values
कोर / Core	

विवरण/ Specification	मूल्य/ Values
Scope of Work	Design Development Implementation and GoLive of New Web Portal for Applicants and Electricity Duty Taxpayers along with a Back Office Solution for Electricity Duty Branch of Gujarat State Tax Department Govt of Gujarat Part 1
Resources Needed	As specified in Scope of work
Deployment of core team	hybrid(Buyer to specify model in scope of work)
Deliverables / Timelines	As per tender document
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Quantity set to 1	अतिरिक्त आवश्यकता /Additional Requirement
1	Jogarajiya Bipinbhai Merabhai	380009,E-governance branch, M/2 Floor, Rajya Kar Bhavan, Near Times of India, Ashram Road, Ahmedabad.	1	N/A

Hiring Of Agency For IT Projects- Milestone Basis (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Scope of Work	Operation and Maintenance Support for the New Web Portal for Applicants and Electricity Duty Taxpayers along with a Back Office Solution for Electricity Duty Branch of Gujarat State Tax Department Govt of Gujarat for 5 years Part 2

विवरण/ Specification	मूल्य/ Values
Resources Needed	As specified in Scope of work
Deployment of core team	hybrid(Buyer to specify model in scope of work)
Deliverables / Timelines	As per tender document
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Quantity set to 1	अतिरिक्त आवश्यकता /Additional Requirement
1	Jogarajiya Bipinbhai Merabhai	380009,E-governance branch, M/2 Floor, Rajya Kar Bhavan, Near Times of India, Ashram Road, Ahmedabad.	1	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Generic

Option Clause: Excess Settlement. The excess settlement has been enabled for the service, allowing service providers to include additional charges up to a specified percentage of the item-level total value, including addons, in their invoices. Service providers must declare the applicability of additional charges during invoice creation and submit mandatory supporting documents to avail this option. The total invoice amount, including additional charges, shall not exceed the agreed-upon excess settlement percentage for

the order.

3. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

4. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Chief Commissioner of State Tax
payable at
Ahmedabad

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

5. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

The RFP terms and conditions are above GeM bid.

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase

Preference sections of the bid, unless otherwise allowed by GeM GTC.

16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

Bid Document

**Tender for Selection of Agency for Design,
Development, Implementation and Operation &
Maintenance of New Web Portal for Applicants and
Electricity Duty Taxpayers along with a Back Office
Solution for Electricity Duty Branch of Gujarat State
Tax Department, Govt. of Gujarat
(GEM/2025/B/6866258 dated 07.11.2025)**



**Gujarat Informatics Ltd.
Block no. 2, 2nd Floor, Karmayogi Bhavan,
Sector-10A, Gandhinagar-382010, Gujarat
Phone No. 23256022 Fax: 23238925.
<https://gil.gujarat.gov.in>**

Abbreviation

GSTD	Gujarat State Tax Department
GoG	Government of Gujarat
GSDC	Gujarat State Data Center
GIL	Gujarat Informatics Limited
ITB	Instruction to Bidder
EMD	Earnest Money Deposit
GCC	General Condition of Contract
SCC	Special Condition of Contract
PBG	Performance Bank Guarantee
TSP	Total Solution Provider
SP	Service Provider
CR	Change Request
SRS	Software Requirements Specification
URS	User Requirement Specifications
SDD	Software Design Document
UAT	User Acceptance Testing

SECTION 1: INVITATION FOR BIDS

On behalf of Office of the Gujarat State Tax Department, Gujarat Informatics Limited is inviting online bids under the "Tender for Selection of Agency for Design, Development, Implementation and Operation & Maintenance of New Web Portal for Applicants and Electricity Duty Taxpayers along with a Back Office Solution for Electricity Duty Branch of Gujarat State Tax Department, Govt. of Gujarat"

Actual award of contract will follow the conditions as per this document. This document is given for enabling the bidders to know the tender conditions so as to guide them in filling up the technical bid and financial bid for the said work.

1. The bidders may download the tender document from website of Gujarat Informatics Limited (<https://gil.gujarat.gov.in>) as well as from <https://gem.gov.in>.
2. This RFP document is not transferable.
3. **No Consortium will be allowed.**
4. Bidders shall submit EMD of **Rs.6,40,000/-** in the form of an unconditional Bank Guarantee (which should be valid for 12 months from the last date of bid submission) of any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad/Gandhinagar) as per the G.R. no. FD/MSM/e-file/4/2023/4020/DMO dated 11/03/2024 issued by Finance Department or further instruction issued by Finance department time to time; in the name of "Gujarat Informatics Ltd-Gandhinagar" payable at Ahmedabad (as per prescribed format given at Section 9) and must be submitted along with the covering letter. The Bidder may be eligible for exemption from the Earnest Money Deposit (EMD) as per the provisions outlined in the GeM General Terms and Conditions (GTC). **Start-Up is Exempted from EMD. MSME is Exempted only when MSME unit is OEM or developing end to end software by themselves only & MSME Certificate having code Division 62: Computer programming, consultancy and related activities will only be exempted.**

OR

5. Bidders can also submit the EMD with Payment Online through RTGS/internet banking in Beneficiary name "Gujarat Informatics Ltd-Gandhinagar.", Account No. 50200010918090, IFSC Code HDFC000019, Bank Name HDFC Bank. Branch address Sector 16 Gandhinagar.
6. The sealed cover should be super scribe as "EMD for "Tender for Selection of Agency for Design, Development, Implementation and Operation & Maintenance of New Web Portal for Applicants and Electricity Duty Taxpayers along with a Back Office Solution for Electricity Duty Branch of Gujarat State Tax Department, Govt. of Gujarat". Bidder must 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 **within 7 days from bid submission end date.**

7. Important Information

Sl. No.	Information	Details
1.	EMD Amount	Rs.6,40,000.00
2.	Last Date, Time for submission of written queries for clarification only by e-mail as per predefine format.	**.**.***** up to 1500 hrs. Email: dgmapp-gil@gujarat.gov.in manager-gil@gujarat.gov.in exegil-sw6@gujarat.gov.in
3.	Contact person for queries	DGM (App.), Gujarat Informatics Limited, Block No.2,2nd Floor, Karmayogi Bhavan, Gandhinagar-382010. Email: dgmapp-gil@gujarat.gov.in manager-gil@gujarat.gov.in exegil-sw6@gujarat.gov.in
4.	Bid validity	180 days
5.	Contract period	05 Years including O&M and AMC

All bids must be submitted online on <https://gem.gov.in> website

8. Financial bids of only eligible bidders matching the pre-qualification criteria of the bids and qualifying in the presentation will be opened.
9. In the event of the date specified for receipt and opening of the bid being declared as a holiday by Govt. of Gujarat, the due date for the opening of bids will be the next working day at the appointed time.
10. Gujarat Informatics Ltd./ Office of the Gujarat State Tax Department, Govt. of Gujarat reserves the right to accept or reject any tender offer without assigning any reason.
11. Use & Release of Bidder Submissions:

GIL/GSTD is not liable for any cost incurred by a bidder in the preparation and production of any proposal, the preparation or execution of any benchmark demonstrations, simulation, or laboratory service, or for any work performed before the execution of a formal contract. All materials submitted become the property of the GIL/GSTD and may be returned at its sole discretion. The content of each bidder's proposal will be held in strict confidence during the evaluation process, and details of any Proposals will not be discussed outside the evaluation process.

12. The document/papers prepared in this connection shall be the property of the Office of the Gujarat State Tax Department /GIL and will have to be deposited with the Office of the Gujarat State Tax Department, Ahmedabad after the work is over.
13. The bid validity period is 180 days.

Evaluation and comparison of Bids

1. For technical evaluation and comparison of the bids will be done by GIL based on the pre-qualification evaluation criteria mentioned in this document.
2. The solution provider will be selected based on evaluation of pre-qualification. Financial bids of only those bidders who qualify on the basis of pre-qualification and technical evaluation criteria will be opened. Only with tax values will be considered for financial evaluation.
3. For evaluation of Financial Bids, with tax values will only be considered for comparison
4. Evaluation of a Bid will exclude and not take into the account any allowance for price adjustment during the period of the execution of the contract, if provided in the bid.

SECTION 2: INSTRUCTIONS TO BIDDERS

2.1 General Instructions

- 2.1.1 The Bidders are requested to examine the instructions, terms and conditions and specifications given in this tender document. Failure to furnish all required information in every respect will be at the Bidder's risk and may result in the rejection of bid.
- 2.1.2 It will be imperative for Bidder(s) to familiarize itself with the prevailing legal situations for the execution of contract. GIL/GSTD shall not entertain any request for clarification from the Bidders regarding such legal aspects of submission of the Bids.
- 2.1.3 It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments to the contract awarded under this tender will be entertained by GSTD. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise themselves.
- 2.1.4 The Bidder shall be deemed to have satisfied itself fully before Bidding as to the correctness and sufficiency of its Bids for the contract and price quoted in the Bid to cover all obligations under this Tender.
- 2.1.5 It must be clearly understood that the Terms and Conditions and specifications are intended to be strictly enforced. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of Agreement or throughout the period of completion of contract whichever is later on account of any reasons whatsoever.
- 2.1.6 The Bidder should be fully and completely responsible to GSTD and State Government for all the deliveries and deliverables.
- 2.1.7 The Bidder shall submit the scanned copy bid document (in .pdf) and corrigendum (if any) as an acceptance of the bid.

2.2 Clarifications to the Tender

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

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

- 2.2.3 Before the closing of the Tender, GIL/GSTD may amend the Tender document as per requirements or wherever it feels that such amendments are absolutely necessary.
- 2.2.4 Amendments also may be given in response to the queries by the prospective Bidder(s). Such amendments will be notified in the websites. It is bidder responsibility to keep checking the website for any changes or clarifications or corrigendum to the tender document.
- 2.2.5 **GIL/GSTD is not responsible if bidder misinterprets any provision of this tender document.**
- 2.2.6 **Gujarat Informatics Ltd./ Gujarat State Tax Department shall not be responsible for ensuring that the bidder's queries have been received by them. Any requests for clarifications post completion of pre bid meeting date may not be entertained by the GIL/Gujarat State Tax Department.**

2.3 Language of the Bid

The bid prepared by the Bidder as well as all correspondences and documents relating to the bid shall be in English only. The supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English duly notarized, in which case, for all purposes of the bid, the translation shall govern. Bids received without such translation copy are liable to be rejected.

2.4 Bid Currency

Price should be quoted in Indian Rupees (INR) only and Payment shall be made in Indian Rupees only.

2.5 Qualification/Eligibility Criteria

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

Sr. No.	Eligibility Criteria	Attachments
I.	The bidder should be a Company or LLP registered under Companies Registration act 1956/2013 or LLP Act, 2008, and must have 5 years of existence in India as on last date of bid submission.	Valid copy of the Certificate of incorporation.
II.	The Bidder should be Software Development firm/IT company and should be in operations in successful Software Development, Software Customization & Implementation anywhere in India for at least 5 Years as on date of submission of bid.	Work Orders /Contract Agreements/ Client Certificates confirming year and area of activity.
III.	The Bidder should have an average turnover from IT Software related services (Software Development/ Software Customization or Implementation) of at least Rs.1.59 Crore from last three financial years (2021-22, 2022-23 and 2023-24)	Audited and Certified Balance Sheet & Profit/Loss Account of last 3 Financial Years. CA certificate mentioning turnover of Software development/IT projects/ products development and Support service activities.
IV.	The bidder must have successfully executed/ completed at least one single order of Rs.2.54 Crore OR two orders each of Rs.1.59 Crore Or 3 orders each of Rs. 1.27 Crore during last 3 years(2021-22, 2022-23 and 2023-24)	Project completion Certificate/Work Project Completion Certificate/Order / Project Contract Document / Agreement / Satisfactory Completion Certificate by the client with details of project value and scope. For the purpose of evaluating this condition, it is explicitly stated that the provision of manpower or supplying developers, programmers, or other personnel to any organization shall not be considered as relevant or acceptable experience in the development of applications. The bidder must demonstrate their direct, hands-on involvement in the design, development, implementation, and maintenance of applications or software solutions, and not simply the provision of resources or human capital

Sr. No.	Eligibility Criteria	Attachments
		to any third-party organization. This condition is for ensuring that bidders must have actual experience in application development and not just in providing manpower.
V.	Bidder should not have violated / infringed on any Indian or foreign trademark, patent, registered design or other intellectual property rights any time anywhere in India.	Self-declaration regarding non-violation / infringement of any Indian or foreign trademark, patent, registered design or other intellectual property rights must be submitted by the bidder.
VI.	The Bidder should have at least one office in Gujarat and preferably support centers/logistics for the entire State. If the Bidder is not having any office in Gujarat, then bidder should submit a letter of undertaking to open an office in Gujarat within 45 days from the date of issue of work order if he is awarded the work.	The copy of Property tax bill/Electricity Bill/Telephone Bill/G.S.T.-C.S.T. Registration/Lease agreement should be submitted as proof Or Undertaking Letter
VII.	The bidder should have ISO 9001:2015 & CMMi level 3 or above certification valid as on bid submission date.	Bidder to submit the valid ISO 9001:2015 & CMMi level 3 or above certification & its authenticity must be verified using portal of CMMi institute.
VIII.	The Bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Gujarat /Government of India or any of the PSU. Certificate / affidavit mentioning that the Bidder is not currently blacklisted by Government of Gujarat /Government of India or any of the PSU due to engagement in any corrupt & fraudulent practices.	Self-Declaration
IX.	Employee Strength: The bidder should have at least 30 no. of software developers on it's pay roll continuously working for the past one year at different levels as on bid submission date.	PF and Professional Tax Challan of last one Year along with the affidavit (in prescribed format).
X.	No Consortium will be allowed. Bidders are neither allowed to join hands to participate in the tender nor allowed to submit multiple bids. In case of detection of such, their bid(s) is/are liable to be rejected. Bidding though consortium is not allowed.	Self-declaration

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

All Supporting Documents are to be uploaded on GeM portal <https://gem.gov.in>

2.6 Cost of Bidding

- 2.6.1 The Bidder shall bear all the costs associated with the preparation and submission of its bid, and GIL/GSTD will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.

2.7 BIDDING DOCUMENTS

2.7.1 Contents of Bidding Documents

- 2.7.1.1 The bid must be submitted online on GeM portal <https://gem.gov.in>.
- 2.7.1.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents in format or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

2.8 Amendment of Bidding Documents

- 2.8.1 At any time prior to the deadline for submission of bids, GIL/Gujarat State Tax Department may, for any reason, whether on its own initiative or in response to the clarification may change their bidding document by amendment; the amendment will be uploaded online through <https://gil.gujarat.gov.in> & <https://gem.gov.in>.
- 2.8.2 In order to allow prospective bidders reasonable time to consider the amendments while preparing their bids, GIL/ Gujarat State Tax Department at its discretion, may extend the deadline for submission of bids.
- 2.8.3 At any time prior to the last date for receipt of bids, GIL/GSTD may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP/Tender document by a corrigendum.
- 2.8.4 Any such corrigendum shall be deemed to be considered as a part of this RFP.

2.9 PREPARATION OF BIDS

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

2.10 Documents Comprising the Bid

2.10.1 The bid prepared by the Bidder shall comprise of the following documents:

- a. Cover of EMD and Affidavit (Affidavit Physically submit at GIL and EMD in the form of BG at Gujarat State Tax Department)
- b. Technical Bid and a Financial Bid completed in accordance with ITB Clauses 2.9, 2.10 and 2.11 (Online)/tender document

2.10.2 The bid documents and addendums (if any) together shall be considered as final and self-contained bid document not withstanding any previous correspondence or document issued by GIL/ Gujarat State Tax Department.

2.11 Bid Form

2.11.1 The Bidder shall complete the Technical Bid and a Financial Bid furnished with this document giving details as per the format mentioned on the GeM Portal <https://gem.gov.in>.

2.12 Bid Prices

2.12.1 The bidder shall indicate the prices in the format mentioned in the financial bid.

2.12.2 The following points need to be considered while indicating prices:

- a) The prices quoted should also include, applicable GST, inland transportation, insurance and other local costs incidental to delivery of the goods and services to their final destination within the state of Gujarat. **It is to reiterate that bidder to quote with tax prices in financial bid in online GeM portal.**
- b) Invoicing shall be from Gujarat only.

2.12.3 The Bidder's separation of the price components in accordance with this bid will be solely for the purpose of facilitating the comparison of bids by GIL and will not in any way limit the Client's right to contract on any of the terms offered.

2.13 Bid Currency

2.13.1 Prices shall be quoted in Indian Rupees only.

2.14 Period of Validity Bids

2.14.1 Bids shall be valid for 180 days after the date of bid opening. The GIL/ Gujarat State Tax Department shall reject a bid valid for a shorter period as non-responsive.

2.14.2 In exceptional circumstances, the tendering authority may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

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

2.15 Format and Signing of Bid

2.15.1 Bidders have to submit the bids on the GeM portal website <https://gem.gov.in>. All supporting documents in the form of scanned copies submitted online should have sign and seal of the bidder.

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

2.16 Submission of Bids

Sealing and Marking of Bids

2.16.1 All bids must be submitted online through GeM portal <https://gem.gov.in> as per the formats mentioned therein.

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

2.17 Deadline for Submission of Bids

2.17.1 Bids must be submitted online not later than the time and date specified in the Bid. In the event of the specified date for the submission of Bids being declared as a holiday for GIL, the bids will be received up to the appointed time on the next working day.

2.17.2 GIL may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with ITB Clause 2.6, in which case all rights and obligations of GIL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

2.18 Late Bids

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

2.19 Modification and Withdrawal of Bids

2.19.1 The bidder may modify or withdraw their bid before the last date of submission of bids through the GeM portal website <https://gem.gov.in>

2.19.2 No bid may be modified subsequent to the deadline for submission of the bids.

2.19.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry period of the bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval shall result in the bidder's forfeiture of its bid security, pursuant to ITB clause 2.12 and 3.10.

2.20 OPENING AND EVALUATION OF BID

Opening of Bids by GIL

2.20.1 GIL will open all bids at the following address:

Gujarat Informatics Ltd.

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

Sector-10A, Gandhinagar-382010, Gujarat

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

- 2.20.2 The Bidder's names, bid modifications or withdrawals, bid prices and the presence or and such other details, as Gujarat State Tax Department, at his discretion, may consider appropriate, will be announced at the time of opening. No Bid shall be rejected at the opening, except for late bids, which shall be returned unopened to the bidders pursuant to ITB Clause 2.18.
- 2.20.3 Bids that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.
- 2.20.4 Financial bids of only those bidders who qualify on the basis of pre-qualification, eligibility/technical bid will be opened.

2.21 Clarification of Bids

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

2.22 Preliminary Examination

- 2.22.1 GIL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 2.22.2 If a bid is not substantially responsive, it will be rejected by GIL and may not subsequently be made responsive by the bidder by correction of the non-conformity.
- 2.22.3 Conditional bids are liable to be rejected.

2.23 Contacting GIL/ Gujarat State Tax Department

- 2.23.1 Subject to ITB Clause 2.19, no Bidder shall contact GIL/ Gujarat State Tax Department on any matter relating to its bid, from the time of the bid opening to the time of contract is awarded. If bidder wishes to bring additional information to the notice of GIL/ Gujarat State Tax Department, bidder should do so in writing. GIL/ Gujarat State Tax Department reserves its right as to whether such additional information should be considered or otherwise
- 2.23.2 Any effort by a bidder to influence GIL/GSTD in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the bidder's bid and also forfeiture of their bid security amount.

2.24 AWARD OF CONTRACT

Post-qualification

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

2.25 Award Criteria

- 2.25.1 The Gujarat State Tax Department will award the contract to the successful bidder decided as per the evaluation procedure mentioned in this tender document.
- 2.25.2 Gujarat State Tax Department reserves the right to award the contract to the bidder whose bid may not have been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.
- 2.25.3 Gujarat State Tax Department reserves the right to award the contract in part to more than one bidder, provided further that the bidder(s) are determined to be qualified to perform the contract satisfactorily.

2.26 Gujarat State Tax Department/GIL's Right to Accept Any Bid and to reject any or All Bids

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

2.27 Notification of Awards

- 2.27.1 Prior to the expiration of the period of the bid validity, concerned Gujarat State Tax Department will notify the successful bidders in writing, to be confirmed in writing by registered letter, that his bid has been accepted.
- 2.27.2 The notification of award will constitute the formation of the Contract.

2.28 Signing of Contract

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

2.29 Corrupt or Fraudulent Practices

- 2.29.1 Gujarat State Tax Department requires that the bidders under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, Gujarat State Tax Department defines for the purposes of this provision, the terms set forth as follows:
 - c) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution: and
 - d) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or an execution of a contract to detriment of the Gujarat State Tax Department/GIL and includes collusive practice among the bidders (Prior to or after the bid submission) designed to establish bid prices at artificial non-competitive level and to deprive the Gujarat State Tax Department/GIL of the benefit of the free and open competition.

- 2.29.2 Gujarat State Tax Department shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices and same shall be conveyed to Dept of Science & Technology/GIL or black listed by any of the Department of Government of Gujarat in competing for the contract in question.
- 2.29.3 Gujarat State Tax Department shall declare a firm ineligible, and black listed either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract. The same shall be conveyed to Dept of Science & Technology/GIL.
- 2.29.4 If any of the qualifying documents submitted by the bidder are found to be fraudulent or bogus at any time after the award of contract, the contract shall liable to be terminated with immediate effect.
- 2.29.5 If it is found that bidder have violated/ infringement of any Indian or foreign trademark, patent register, design, or other intellectual property rights, department shall terminate the contract of bidder and / or declare a firm ineligible and black listed either indefinitely or for stated period.

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

- 2.30.1 In case of any ambiguity in the interpretation of any of the clauses in Bid Document or the Contract Document, GIL/GSTD's interpretation of the clauses shall be final and binding on all parties.
- 2.30.2 However, in case of doubt as to the interpretation of the bid, the bidder may make a written request prior to the pre-bid conference to;

**Gujarat Informatics Limited, Block no. 2, 2nd Floor, Karmayogi Bhavan,
Sector-10A, Gandhinagar-382010, Gujarat**

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

SECTION 3: GENERAL CONDITION CONTRACT

3.1 Definitions

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

- 1) "The Contract" means the agreement entered into between Gujarat State Tax Department and the Service Provider, as recorded in the Contract Signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- 2) "Bidder" means any agency that is participating in the tender process.
- 3) "Service Provider" means any agency who is a successful bidder and to whom the contract has been awarded.
- 4) "The Contract Price" means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations;
- 5) "The Goods" means all the equipment, machinery and /or other materials which the Service Provider is required to supply to GIL/ Gujarat State Tax Department under the Contract;
- 6) "Document" means files, maps, photographs, registers, manuscripts, Gazettes, Books etc.
- 7) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Service Provider covered under the Contract;
- 8) "The Project Site", wherever applicable, means the place or places where the work is to be executed.
- 9) "Day" means a working day.
- 10) "Unit" means one single office where the entire set up has to be provided.
- 11) "Office Completeness" means the site should be complete in all respects i.e.
 - ◆ Hardware is supplied, installed and commissioned
 - ◆ Requisite Software is installed
 - ◆ Requisite Application Software is installed
 - ◆ Connectivity setup is established
 - ◆ The entire setup as defined in scope of work has become functional & the transactions can be done on computers.
- 12) "Maintenance" means
 - Taking care of the machine
 - Changing the Spares when they become faulty
 - Locate, remove, and repair technical faults
 - Identify Software related problems such as run time error viruses etc. & reload the machines with Software
 - Maintaining up time of at least 99.7%
 - Housekeeping of all Hardware
 - Ensuring continuous power supply to all machines during working hours.
 - Any other task to be performed to keep the system functional.

3.2 Application

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

3.3 Country of Origin

- 3.3.1 All Services rendered under the Contract shall have their origin in the member countries and territories eligible i.e. India
- 3.3.2 The origin of Services is distinct from the nationality of the service provider.

3.4 Standards

- 3.4.1 The software supplied under this Contract shall conform to the standards and when no applicable standard is mentioned; to the authoritative standard appropriate to the country of origin and such standards shall be the latest issued by the concerned institution.
- 3.4.2 The bidder must ensure that the software application is developed in strict compliance with the standards, guidelines, and best practices issued by the Ministry of Electronics and Information Technology (MeitY), Government of India and Gujarat State Government, as applicable.

3.5 Use of Contract Documents and Information

- 3.5.1 The service provider shall not, without Gujarat State Tax Department's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the in connection therewith, to any person other than a person employed by the service provider in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 3.5.2 The service provider shall not, without Gujarat State Tax Department's prior written consent, make use of any document or information enumerated in Section 5 except for purposes of performing the Contract.
- 3.5.3 Any document, other than the Contract itself, enumerated in Section 5 shall remain the property of Gujarat State Tax Department and shall be returned (in all copies) to Gujarat State Tax Department on completion of the service provider's performance under the Contract if so required by Gujarat State Tax Department.
- 3.5.4 The Service Provider shall permit Gujarat State Tax Department /GIL to inspect the service provider's accounts and records relating to performance of the service provider with regards to this contract and to have them audited by auditors appointed by GSTD/GIL, if so required by GSTD/GIL.
- 3.5.5 The bid and all materials submitted to the GSTD/GIL must be considered confidential and must be submitted in sealed envelope clearly marked as "Confidential".

3.6 Patent Rights, Copy Right

- 3.6.1 The Service Provider shall indemnify GSTD/GIL against all third-party claims of infringement of copyright, patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

3.7 Intellectual Property Rights

- 3.7.1 The Organization/GSTD shall retain exclusive intellectual property rights to the web application (including source code of customizations/ enhancements/ amendments done). Final solution IPR will be sole and exclusive property of Organization/GSTD. Service Provider will have no claim to any base layer or any other component.
- 3.7.2 The Organization/GSTD shall have full rights of sharing source code with Gujarat State/ Govt. of India/Other states/Government Departments/Boards/Corporations or any other Govt. body.

3.8 Inspection/Testing

Application Security Audit:

In addition to inspection & testing, the SP shall also be responsible to get web application security audited by CERT-In Empaneled application security Auditors at the cost of the SP and submit the Security Audit Clearance Certificate issued by CERT-In Empaneled Security Auditors.

- a) The SP must submit the test results to GSTD.
- b) Should any inspected or tested software fail to conform to the specifications, the GSTD may reject the software and the SP shall either replace/redevelop the rejected software or make alterations necessary to meet specification requirements free of cost to GSTD.
- c) No clause in the RFP/tender document releases the SP from any warranty or other obligations under this Contract.
- d) The inspection of the working of the developed software shall be carried out to check whether the software is in conformity with the requirements described in the contract. The tests will be performed after completion of installation and commissioning of all the software at the site of installation. During the test run of software, no malfunction, partial or complete failure of any module of software or bugs in the software is expected to occur. All the software should be complete and no missing modules/sections will be allowed. The SP shall maintain necessary logs in respect of the result of the test to establish to the entire satisfaction of GSTD, the successful completion of the test specified. An average uptime efficiency of 99.7% for the duration of test period shall be considered as satisfactory. On successful completion of acceptability test and after GSTD is satisfied with the working of the software on the, the acceptance certificate of GSTD will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the software.
- e) Before the Application modules are taken over by GSTD, the SP shall supply operation manuals. These shall be in such details as will enable GSTD to use the software as stated in the specifications. The documentation shall be in the English/Gujarati language and in such form and numbers as stated/required by GSTD. Unless and otherwise agreed, the software shall not be considered to be complete for the purpose of taking over until such documentation has supplied to GSTD.

3.9 Change Request

- 3.9.1 During the contract period (Until Go-live), any change in scope of work, or in design and development shall not be construed as change Request order and instead it will become part of scope of work accompanying this bid document and it will be

invariably accepted by the bidder without any additional cost identified in the Financial Bid Part 1 (line item no.1).

3.9.2 GSTD may, at any time, by written order given to the SP make changes within the general scope of the Contract in any one or more of the following:

- Designs, specifications, parameters, requirements of which software or service to be provided under the Contract are to be specifically developed for GSTD;
- The place of delivery; and/or the Services to be provided by the SP.
- The bidder should be responsible for changes in the software system, user Interface due to change of legal/statutory/GR/Any ACT etc. changes issued by govt. time to time during the contract period.

3.9.3 Bidders has to provide the user guidelines as and when required by GSTD. Training of personnel of the GSTD will be without any additional cost.

3.9.4 Any change during the operation and maintenance period should not be considered as a change request.

3.9.5 Bidders has to provide the deployment guidelines as and when required by GSTD/organization.

3.10 Earnest Money Deposited (EMD)/Bid Security

3.10.1 The bidder shall furnish, as part of its bid, an Earnest Money Deposit in the form of an unconditional Bank Guarantee (which should be valid for 12 months from the last date of bid submission) of any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. FD/MSM/e-file/4/2023/4020/DMO dated 11/03/2024 issued by Finance Department or further instruction issued by Finance department time to time; in the name of "Gujarat Informatics Limited" payable at Gandhinagar (as per prescribed format given at Section 9) and must be submitted along with the covering letter.

3.10.2 Proposals not accompanied by EMD shall be rejected as non-responsive.

3.10.3 The successful bidder's bid security will be discharged from GIL/GSTD only after the signing of the contract and submission of performance security.

3.10.4 Unsuccessful bidder's EMD will be discharged / refunded as promptly as possible, but not later than 30 days of the validity period of the bid.

3.10.5 The EARNEST MONEY DEPOSIT shall be forfeited:

3.10.5.1 If a bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form;

3.10.5.2 Or in case of a successful Bidder, if the Bidder fails to sign the Contract; or to furnish the performance security.

3.11 Performance Security/Performance Bank Guarantee (PBG)

3.11.1 The successful Bidder has to furnish a security deposit so as to guarantee his/her (Bidder) performance of the contract.

3.11.2 The Successful bidder has to submit Performance Bank Guarantee @ 5% of total order value within 15 days from the receipt of notification of award/Contract Agreement 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. FD/MSM/e-file/4/2023/4020/DMO dated 11/03/2024 issued by Finance Department or further instruction issued by Finance department time to time. (The draft of Performance Bank Guarantee is as per Section 10).

- 3.11.3 The Performance Security shall be in the form of Bank Guarantee valid for 6 months from the date of contract expiry.
- 3.11.4 The proceeds of the performance security shall be payable to the GSTD as compensation for any loss resulting from the Service provider's failure to complete its obligations under the Contract.
- 3.11.5 The Performance Security will be discharged by GSTD and returned to the Bidder on completion of the bidder's performance obligations under the contract.
- 3.11.6 In the event of any contract amendment, the bidder shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period.
- 3.11.7 No interest shall be payable on the Performance Bank Guarantee amount. GSTD 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.
- 3.11.8 The selected/successful bidder do not consider the GeM document ePBG as "No" and informed to submit the PBG as per this bid document.

3.12 Delivery and Documents

- 3.12.1 Delivery of the Goods/services shall be made by the Service Provider in accordance with the terms specified by GSTD in the Notification of Award.
- 3.12.2 Bidders has to provide the descriptive deployment guidelines as and when required by GSTD/organization

3.13 Prices

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

3.14 Assignment

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

3.15 Delays in the Service Provider's Performance

- 1) Delivery of the Goods and performance of the Services shall be made by the Service Provider in accordance with the time schedule specified by GIL/ GSTD.
- 2) If at any time during performance of the Contract, the Service Provider or his sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Service Provider shall promptly notify GIL/ GSTD in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, GIL/ GSTD shall evaluate the situation and may, at its discretion, extend the Service

Provider's time for performance with or without a penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.

- 3) The bidders shall read & understand the requirements thoroughly & shall adhere to the schedule strictly.

3.16 Termination for Default or otherwise

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

- a) if the service provider fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by GSTD; or
- b) If the service provider fails to perform any other obligation(s) under the Contract.
- c) If the service provider, in the judgment of GSTD has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

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

"Fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;"

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

3.16.2 If Bidder has violated / infringement of any Indian or foreign trademark, patent, registered design or other intellectual property rights. Self-declaration regarding non-violation / infringement of any Indian or foreign trademark, patent, registered design or other intellectual property rights.

3.17 Force Majeure

3.17.1 Notwithstanding anything contained in the tender, the SP shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

3.17.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the service provider and not involving the service provider's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchase either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

3.17.3 If a force Majeure situation arises, the service provider shall promptly notify to GSTD in writing within 10 days of such conditions and the cause thereof. Unless otherwise directed by GSTD in writing, the service provider shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

3.18 Termination for Insolvency

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

3.19 Termination for Convenience

- 3.19.1 GSTD by written notice sent to the service provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for GSTD's convenience, the extent to which performance of the service provider under the Contract is terminated, and the date upon which such termination becomes effective.
- 3.19.2 The services / software that is complete and ready for rendering / deployment within 30 days after the service provider's receipt of notice of termination shall be accepted by GSTD at the Contract terms and prices. For the remaining services, GSTD may elect:
- a) To have any portion completed and delivered at the Contract terms and prices; and/or
 - b) To cancel the remainder and pay to the service provider an agreed amount for partially completed services / software and for services / software previously procured by the service provider.

3.20 Resolution of Disputes

- 3.20.1 In this regard GSTD's decision will be final and binding on the service provider. In case of dispute, GSTD will refer the matter to Secretary, DST/L&E and can decide the matter or refer it to an arbitrator as deems it fit.
- 3.20.2 In the event of any disputes arising from this agreement, the jurisdiction and governing law shall be that of the location of the purchase office.

3.21 Governing Language

- 3.21.1 The contract shall be written in English language. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

3.22 Applicable Law

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

3.23 Taxes and Duties

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

3.24 Binding Clause

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

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

- 3.25.1 To vary, modify, revise, amend or change any of the terms and conditions mentioned above; or
- 3.25.2 To reject any or all the tender/s without assigning any reason whatsoever thereof or may terminate the tender process midway without assigning any reason.
- 3.25.3 The decision regarding acceptance of BID/tender by GIL/ GSTD will be full and final.
- 3.25.4 Conditional tenders shall be summarily rejected.
- 3.25.5 GSTD is free to phase out the work if it feels it necessary.

3.26 Exit Management

At the time of expiry of contract period, the successful bidder should ensure a complete knowledge transfer and transition support to the GSTD team and any partners selected by GSTD for subsequent development and operation of the various software application. The successful bidder at the time of exit process will supply the following;

- 3.26.1 All information related to the work rendered
- 3.26.2 Project data and confidential information
- 3.26.3 Training to the officials identified by GSTD/ User department shall be given by the successful bidder.
- 3.26.4 All other information including but not limited to documents, records and agreements relating to the services reasonably necessary to GSTD/ User department or any other agency identified to carry out due diligence in order to transition the provision of services to GSTD/ User department or any other agency identified.
- 3.26.5 All properties provided by GSTD/ User department shall be returned.
- 3.26.6 Before the date of exit, the successful bidder shall deliver to GSTD/ User department all new and updated deliverables and shall not retain any copy thereof.

SECTION 4: SPECIAL CONDITIONS OF CONTRACT

4.1 Service Provider's Integrity

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

4.2 Service Provider's Obligations

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

4.3 Inspections

GIL/GSTD will do the technical inspections as required. Vendor will provide all assistance to Gujarat State Tax Department/GIL staff to enable periodic technical/administrative/operational verification of the system.

4.4 Timeline for GSTD Project

4.4.1 Time Limit for GSTD Project

Sr. No.	Activity/Milestone	Completion Timelines	Deliverable
1	Signing Contract (Acceptance of GeM Contract) & completion of other formalities (within 15 days from the issuance of work order/GeM contract)	T (Date of Contract signing by both the parties)	-Submit contract agreement (Acceptance of GeM Contract)
2	Project Initiation/Kick off	$T_1 = T + 1 \text{ week}$	-Conceptualization report/Project Plan (Identification of the services in consultation with GSTD)

3	Submission of Software Requirements Specification (SRS), User Requirement Specifications (URS) and Software Design Document (SDD) as per the scope of work defined in this RFP/tender for Application	$T_2 = T_1 + 4 \text{ week}$	- Software Requirement Specification report - User Requirement Specification report - Software design document
4	Design, Development, User Acceptance Testing (UAT) Completion for Applications	$T_3 = T_2 + 16 \text{ week}$	- Development plan - Test Scenarios, Cases and scripts - Test Reports - UAT Sign-off Certificate
5	Security Audit Completion	$T_4 = T_3 + 2 \text{ week}$	Security Audit certificate
6	Full Go-Live (Design, Develop, Test, Implement and Training to GSTD staff for Applications)	$T_5 = T_4 + 1 \text{ week}$	- Certificate of successful Commissioning
7	Annual Application support Operation and Maintenance for 5 Years	05 Years from the date of Go-live	- Operation and Maintenance support for the application developed

4.5 Payment terms

4.6 Payment:

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

- Payment will be released in stages, based on the successful achievement of predefined project milestones.
- Payments are subject to satisfactory completion of deliverables and acceptance by the Gujarat State Tax Department and submission of the necessary documentation.

Sr. No.	Activity/Milestone	Payment terms
1	Submission and acceptance of SRS, URS and SDD as per the scope of work defined in this RFP for applications	10% Financial Bid Part 1
2	Design, Development, UAT Completion for applications	20% Financial Bid Part 1
3	Security Audit Completion	20% Financial Bid Part 1
4	Full Go-Live (Design, Develop, Test, Implement and Train for applications to Staff)	20% Financial Bid Part 1
5	After 3 months of Full Go-Live (Design, Develop, Test, Implement and Train for applications to Staff)	30% Financial Bid Part 1

Sr. No.	Activity/Milestone	Payment terms
5	Operation and Maintenance Support for 5 year after Go-Live: O&M Payment will be released at the end of each quarter after Go-Live, contingent upon the satisfactory performance of the support services provided by the bidder.	Financial Bid Part 2 which is sub-divided into 5 years. Each year is sub-divided into 4 quarters. Bidder has to submit O&M invoice quarterly along with supporting documents.

- The payments to the successful bidder will be made Quarterly on acceptance of the invoice by the office of the GSTD.
- The successful bidder shall submit original copies of invoices along with the necessary supporting documents as may be required by the office of the GSTD for the processing of invoices.
- The invoice would be processed for release of payment within 45 days after due verification of the invoice and other supporting documents by the office of the GSTD.
- Payment shall be made in Indian Rupees. While making payment, necessary TDS, income tax, and any other applicable tax, if any, shall be deducted.
- The payment will be in equal quarterly installment upon submission of deliverables and validation by the office of the GSTD.

Note:

- I. SP needs to integrate applications with SMS, email and payment gateway facility provided by GSTD. Charges incurred on sending SMS or payments made by payment gateway shall be borne by GSTD.
- II. Each payment for subsequent milestones shall be released from the remaining balance after the previous milestone payment.
- III. This O&M payment will be disbursed quarterly over a period of 3 years, starting from the Go-Live date. Each quarterly payment will be subject to the satisfactory submission of performance reports and other required documentation as per the O&M activities.

4.7 Service Level Agreement & Penalty Clause

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

4.7.1 Definitions

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

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

4.7.2 Categories of SLAs

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

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

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

4.7.3 Implementation related penalty of service levels

4.7.3.1 Implementation related penalty for Application software

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

Milestone	Target	Severity	Penalty
Submission of SRS, URS and SDD as per the scope of work defined in this RFP for application	As per delivery Schedule	Critical	A Penalty of 0.5% of Contract value of respective milestone for per week delay subject to maximum 5% of Contract value of respective milestone.
Design, Development, UAT Completion for application	As per delivery Schedule	Critical	
Security Audit Completion	As per delivery Schedule	Critical	
Training and Go-Live	As per delivery Schedule	Critical	

The overall Penalty during the project is capped at 10% of total Contract value of this project. If performance of the bidder doesn't improve and reached beyond the maximum

penalty cap (at respective milestone penalty level or at total contract value), then GSTD may have rights to terminate the contract. In that case the Performance Bank Guarantee of the bidder will be forfeited.

4.7.4 Operational Related Penalty

4.7.4.1 For Software Uptime

Sl. No	Measurement	Target	Penalty
1	Application Availability Downtime required for maintenance, new initiatives undertaken by SP or for Performance enhancement measures shall not be considered while calculating product availability. All major maintenance shall be carried out in a planned manner after announcing it across the platform.	$\geq 99.7\%$	INR 5,000 for every 10 hours of downtime at a stretch or in parts cumulatively adding to 10 hrs. on a quarterly basis. And INR 3,000 for every subsequent hour of downtime at a stretch or in parts adding up to an hour for total down time less or more than 10 hours on a quarterly basis.

The system administration activities such as patch upgradation; technical update/upgrade may not be included in downtime. Bidders has to take prior approval from department for planned downtime.

The bidder is required to ensure that the software application remains available and operational with an uptime of $\geq 99.7\%$ during the term of the contract. This uptime calculation will be based on a quarterly average. Any downtime beyond quarterly average will be considered as non-compliance.

4.7.4.2 Application Performance

SLA Measure	Severity 1	Severity 2	Severity 3	Severity 4	Flat Penalty Rs.
Response Time	15 Min	30 Min	45 Min	1 hr	NIL
Resolution Time	< 30 Min	< 1 Hrs	<1 Hrs	<2 Hrs	NIL
	>0.5 hrs & < 1Hrs	>1Hrs & < 2 Hrs	>1 & <2 Hrs	>2 Hrs & < 3Hrs	500 Per Hrs
	Above 1 Hrs or part thereof	Above 2 Hrs	Above 2 Hrs	Above 3 Hrs	1000 Per Hrs

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

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

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

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

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

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

Severity 4: Service is not affected.

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

Penalty Calculations

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

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

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

4.7.5 Development/Task assigned by GSTD/Change request during O&M Period

SLA Measure	Target	Flat Penalty Rs.
Response Time	1 Day	NIL
Resolution Time	Upon Mutually agreed time	NIL
	> 1 Day < 7 Days (Excluding Mutually agreed time)	5000 Per day

	> 7 days (Excluding Mutually agreed time)	10000 per day
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If the time go beyond mutually agreed time/task is not complete within mutually agreed time, then above penalty will be applicable

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

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

4.7.7 Manpower O & M Period

During Development and AMC

Regarding the manpower requirement during development and Annual Maintenance Contract (AMC), it should be noted that only 1 manpower resource will be required during the AMC phase

SECTION 5: SCOPE OF WORK

Development should be in open-source technology and open-source database with highest/latest enterprise support.

5.1 Introduction:

At present, the levy and collection of Electricity Duty has become the subject of the Chief Commissioner of State Tax, Gujarat. As a result of which the registration of self-generation units, returns, payments, exemptions, assessment, refund and recovery is to be monitored by the office of Chief Commissioner of State Tax, Gujarat.

Electricity Duty, governed by The Gujarat Electricity Duty Act - 1958, is a duty on consumption of electricity. The duty is levied irrespective of whether electricity is consumed for residential purpose or commercial purpose, irrespective of electricity is purchased or self-generated by diesel generators (DG) set or captive power plant (CPP). Electricity Duty is not levied on electricity generated by DG set having production capacity less than 125 KVA. In case, electricity is purchased from the licensee i.e. the Discom shall collect and pay Electricity Duty to the government exchequer, while in case of generation of electricity for captive consumption, the entity itself shall pay electricity duty to the government exchequer.

5.2 Existing Process:

At present, the Electricity Duty branch is using a software solution developed by (n)Code Solutions for registration, returns and payments of Electricity Duty of DG set owners & CPP. The licensee is required to file returns manually and make payments through (n)Code software. The exemption applications of NIU and AIU can be submitted online using software solution developed Nascent Info technologies, while the other application's exemption certificate is sent to the applicant via e-mail. Other exemptions application forms are available online in PDF format, applicant is required to download the form, fill it manually and send it to the Electricity Duty branch via e-mail.

5.3 Proposed Solution:

The proposed solution shall consist of a new web portal for the applicants and Electricity Duty taxpayers and a back office solution for processing the applications submitted by applicants and taxpayers. The proposed electricity module shall consist of the following functionalities:

1. Registration
2. Returns
3. Payments
4. Exemption Applications
5. Spot Visit
6. Assessment

7. Refund
8. Recovery
9. Appeal

5.3.1 Registration:

Registration is the very first interface between business entity (tax payer) and the State Tax Department, Gujarat. Entities owning DG set or having CPP are required to submit registration application in the prescribed format along with forms and documents as prescribed by Law, through the web portal. The licensee, already registered under Electricity Act, 2003, is required to make a basic registration with limited data entry through the web portal. The Electricity Duty branch can suomoto register a particular taxpayer upon receipt of information that a particular taxpayer owns a DG set or CPP.

The amendment of category, name, and address, constitution of business, description of DG set, Partner/proprietor details and authorized signatory details can be made using this functionality. The taxpayer can apply for cancellation and even state tax department can proceed for suomoto cancellation for taxpayer.

This functionality shall consist of the following parts:

1. Basic registration by licensee
2. Registration application by DG set and CPP owner
3. Registration application processing by Electricity Duty branch
4. Suomoto registration by officer
5. Amendment application by DG set and CPP owner
6. Amendment application processing by officer
7. Cancellation application by DG set and CPP owner
8. Cancellation application processing by officer

5.3.1.1 Basic Registration by licensee:

Licensee means any person licensed under section 14 of The Electricity Act, 2003 for transmission, distribution and Undertaking trading in electricity as an electricity trader and the term also includes any person who is supplying energy generated by himself. Basically Discoms are a part of the term licensee.

Since licensee is required to obtain license under The Electricity Act, 2003, they are not required to undergo the whole registration process mentioned under The Gujarat Electricity Duty Act - 1958. They are just required to provide basic information in order to create a login for e-return filing and e- payments.

The information required to be entered for licensee basic registration through the web portal are as follows:

Here are the items with added spaces:

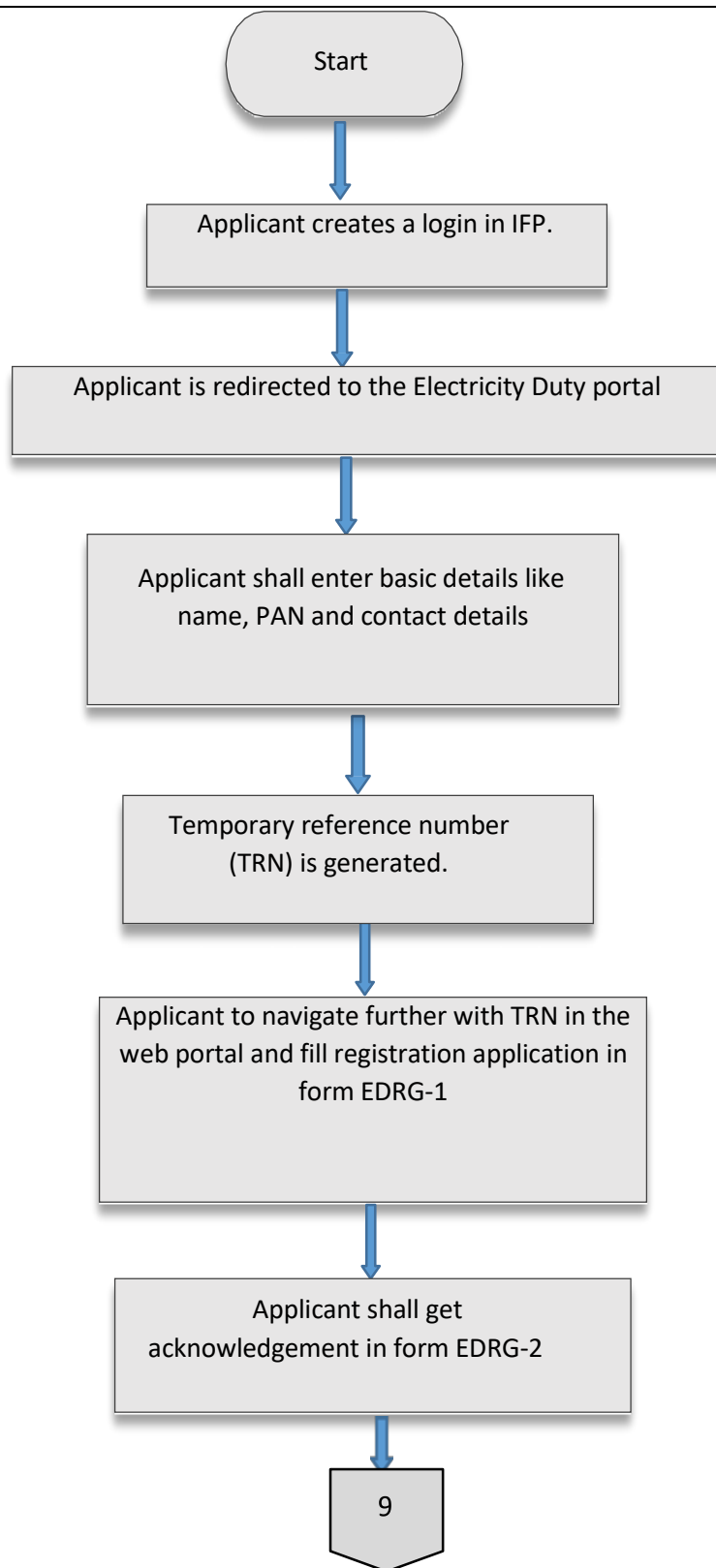
1. License Number
2. Licensee Name
3. PAN
4. GST Number
5. Company Registration Number
6. Company Registration Date
7. Administration Office Address
8. Factory Address
9. Phone Number
10. Mobile No. of Coordinator
11. Coordinator's E-mail
12. Administrator's E-mail
13. Company Website

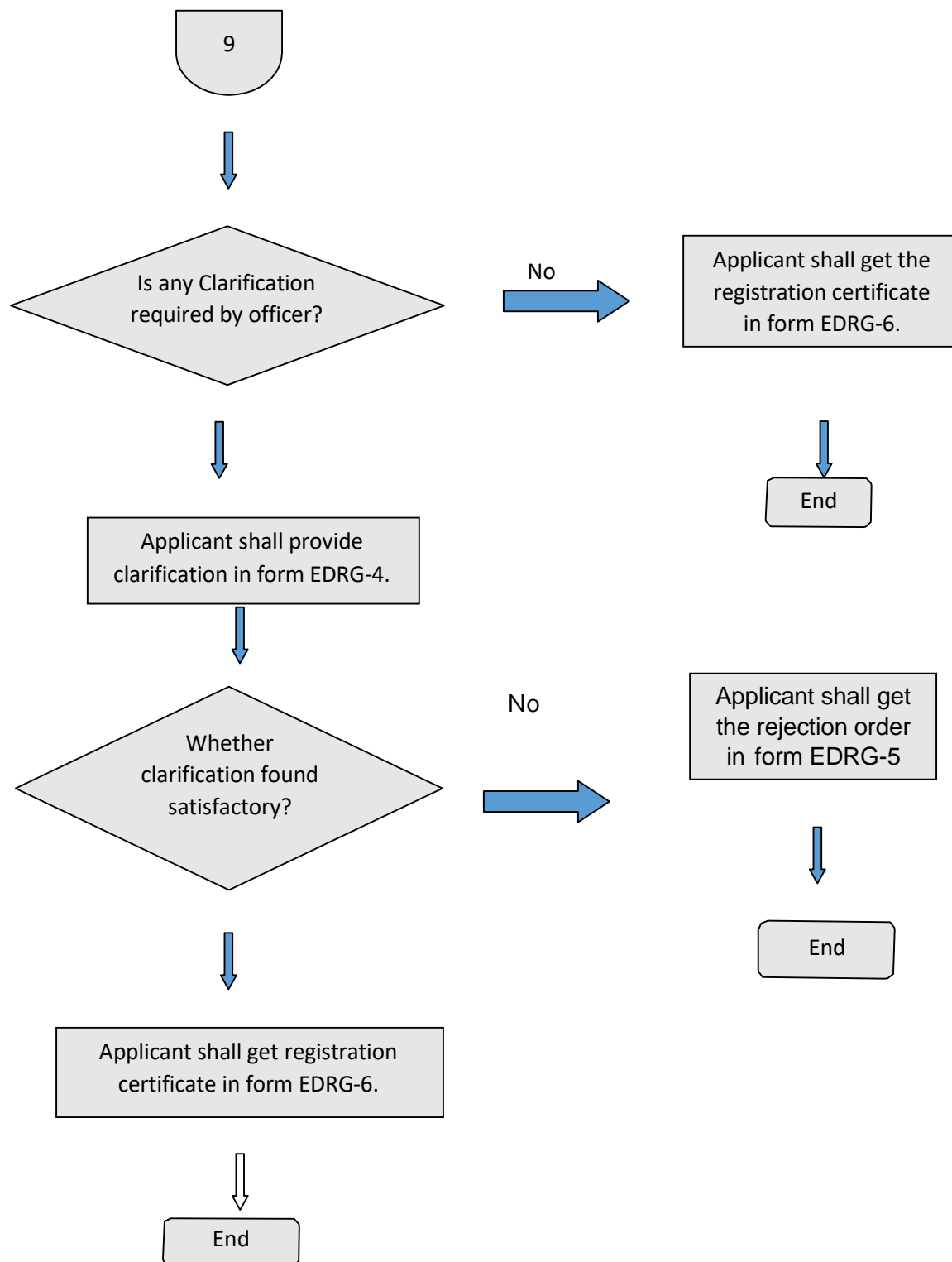
Once the licensee provides the above information, a registration number shall be generated And displayed on the web portal. Licensee shall use the same registration number as login ID. It can file returns and make payments using the same login ID in the web portal.

5.3.2 Registration application by DG set and CPP owner:

The DG set and CPP owner are classified as consumer under The Gujarat Electricity Duty Act. The DG set and CPP owner, who have installed the power generating tools for self- consumption are required to register and pay electricity duty to the govt. exchequer.

The flowchart displays the entire process of registration application by applicant on the web portal:





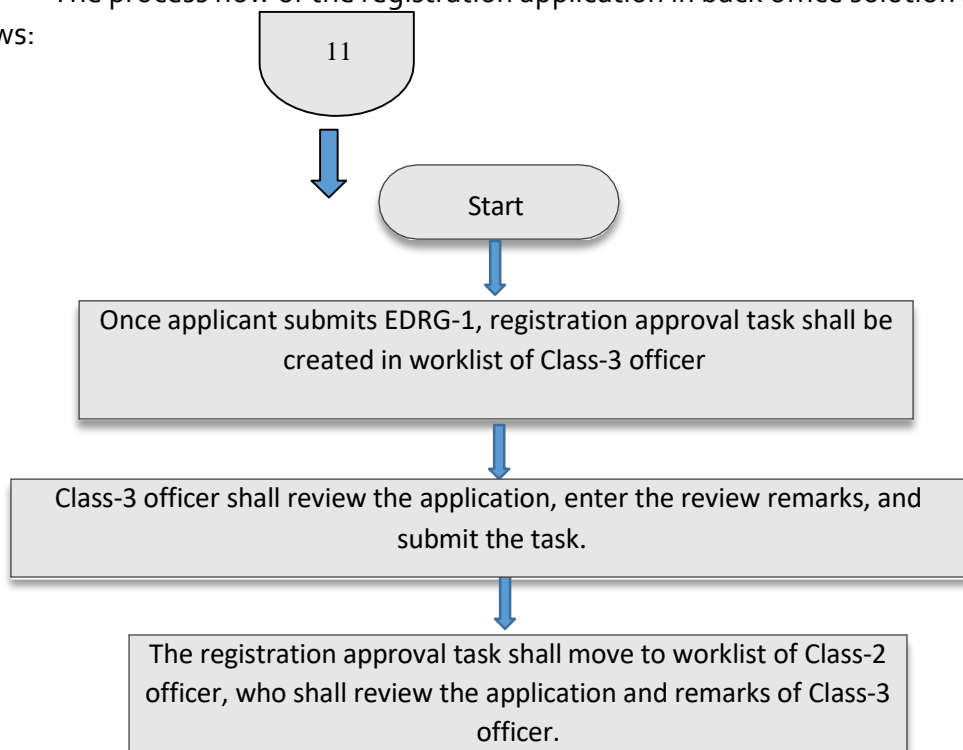
The applicant can authenticate the registration application in form EDRG-1 and the reply to clarification in form EDRG-4 by way of OTP and Digital signature. The registration certificate shall consist of the unique registration number which shall further serve as login ID for the DG set and CPP owner. The applicant shall get the application status

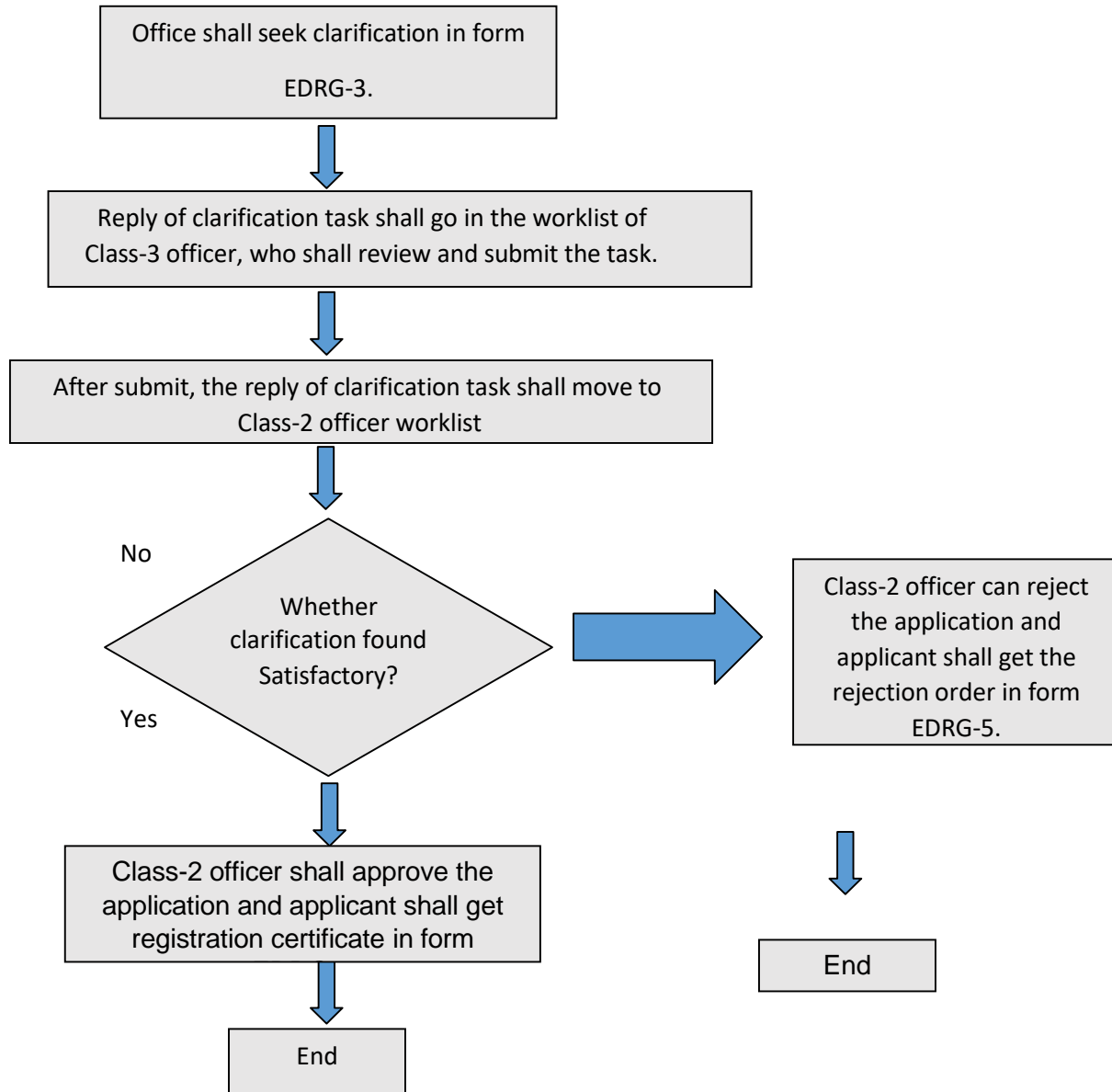
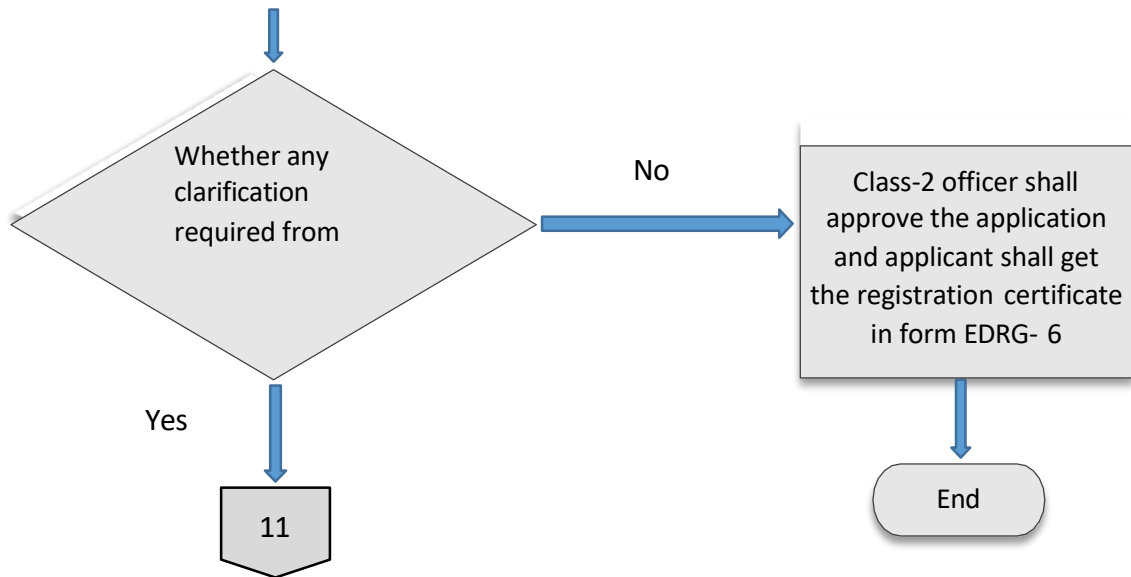
information using the TRN in the web portal and through communication modes like SMS and E-mail.

5.3.3 Registration application processing by Electricity Duty branch:

The Electricity Duty branch officers shall be liable to process the registration application submitted by the applicant. A task of registration application approval shall get created in the back office solution, in the work list of Class-3 officer first, and after submission of task with remarks by Class-3 officer, the application shall move to the work list of Class-2 officer. Class-2 officer can either approve, seek clarification or reject the application after seeking clarification from the applicant.

The process flow of the registration application in back office solution shall be as follows:





The Class-2 officer shall authenticate the notice for seeking additional information in form EDRG-3, the rejection order in form EDRG-5 and the registration certificate in form EDRG-6 through digital signature. Upon generation of all the above forms, the applicant shall be informed regarding this through communication modes like SMS and E-mail.

5.3.4 Suo Moto Registration by Electricity Duty branch:

In case a person owning DG set or CPP has not applied for registration, the Electricity Duty branch can suomoto register such person and make that person liable to file returns and pay Electricity Duty. Such a registration shall be on temporary basis and such a person shall have to take a registration by submitting form EDRG-1.

In the back office solution, the Class-3 officer shall initiate the registration task by making data entry and then shall submit the task. After submit, the registration task shall move to the worklist of Class-2 officer, who shall approve the temporary registration through digital signature in form EDRG-7. The person getting suomoto registration on temporary basis shall be informed regarding generation of form EDRG-7 through communication modes like SMS and E-mail.

5.3.5 Amendment application by DG set and CPP owner:

An amendment application can be filed by registered person If there are changes in the following particulars:

1. Category
2. Name of registered person
3. Address of the premises
4. Constitution of business
5. Description of generating sets
6. Details of Proprietor/all Partners/Karta/Managing Directors and whole-time Director/Members of Managing Committee of Associations/Board of Trustees etc.
7. Details of authorized signatory

The registered person shall login into the web portal using the registration number and password. It shall apply for amendment in form EDRG-8, authenticate such amendment application through OTP or digital signature and submit the application. The applicant shall receive acknowledgement of the amendment application in form EDRG-2. The application can be approved or rejected by Electricity duty branch. Upon approval of the amendment application, the applicant shall get order of amendment in form EDRG-9, which can be viewed/downloaded from the web portal. The applicant shall receive communication regarding the same through SMS and E-mail. Upon rejection, the applicant shall be served with rejection remarks through web portal, SMS and E-mail.

5.3.6 Amendment application processing by Electricity Duty branch:

Once an amendment application is made by a registered DG set or CPP owner, an amendment task shall appear in the worklist of Class-3 officer. Class-3 officer shall review the application, enter its remarks and submit the task. Upon submission, the amendment task shall appear in

the worklist of the Class-2 officer. The Class-2 officer can either approve or reject the application.

Upon rejection, the Class-2 officer shall give rejection remarks. Upon approval, the Class-2 officer shall give the order of amendment in form EDRG-9 through digital signature.

5.3.7 Cancellation application by DG set and CPP Owner:

The registered person or their legal heir (in case of demise) can apply for cancellation of registration in form EDRG-10 through the web portal and shall authenticate the same using OTP or digital signature. If the officer is satisfied by the details furnished in cancellation application, the registered person shall get a cancellation order in form EDRG-14.

In case cancellation is initiated by Electricity Duty branch, then the registered person shall get the show cause notice for cancellation in form EDRG-11. The registered person shall furnish its reply in form EDRG-12 through the web portal and authenticate the same through OTP or digital signature. The registered person shall get an acknowledgement in EDRG-2. If the reply is satisfactory, then the registered person shall get an order of dropping the proceeding of cancellation in form EDRG-13, and if the reply is not satisfactory, then the registered person shall be served with a cancellation order in form EDRG-14.

5.3.8 Cancellation application processing by Electricity Duty branch:

In case the cancellation application is made by a registered person in form EDRG-10, then the cancellation task shall appear in the worklist of Class-3 officer, who shall review the application, enter remarks, and submit the task. The submitted task shall move to the worklist of Class-2 officer. If the Class-2 officer is satisfied by the details submitted in the application, then he/she may issue the cancellation order in form EDRG-14.

In case, the Electricity duty branch has reasons to believe that the registration of a particular registered person is liable to be cancelled, then Class-3 officer shall initiate the suomoto cancellation proceeding in back office solution and submit such task. Upon submission, the cancellation task shall move to the worklist of Class-2 officer, who shall issue Show Cause Notice to the registered person in form EDRG-11 with digital signature. The registered person shall reply to the notice in form EDRG-12 within 7 days from date of service of notice. Such reply shall first appear in the worklist of Class-3 officer and upon submission such task shall appear in the worklist of Class-2 officer. If the reply is found satisfactory then Class-2 officer shall issue form EDRG-13 and if not found satisfactory, Class-2 officer shall issue rejection order in form EDRG-14.

5.4 Returns:

All registered persons have to file the returns along with the payment of the tax liability by disclosing the details of generation or consumption of electricity to the Electricity Duty branch. Return processing shall consist of functions such as managing and receiving of tax returns, performing validations and checks on returns and other information submitted by a registered person along with returns.

The types of forms used for return filing shall be as follows:

1. Licensee (e.g. DISCOM) - EDRN-1
2. Licensee for irrecoverable amount of Electricity Duty - EDRN-2
3. DG set and CPP Owners - EDRN-3

A registered person shall log in to the web portal and select the option of e-Filing of return. He/she shall select the return filing frequency and return type (original, revised). Whether a particular return is an original return or revised return is decided based on the return filing history of the person. If it is the first return of the person for that period, the return type will be original, and if it is any subsequent return after the original return, the return type will be shown as revised.

The registered person shall be notified with a list of any errors or mismatches, if any, within the return form. The registered person shall not be allowed to proceed further and will be prompted with an alert message if the above-mentioned conditions do not validate. The registered person has to re-check and correct the data until they match. The registered person will be provided with the facility to preview the filled return form before the final submit. The registered person shall be required to confirm and submit the return after preview.

On final submission of the return, it shall be checked whether the registered person has paid the tax amount in full. If the tax paid is less than the tax liability (amount to be paid), then the registered person shall be re-directed to the e-payment module and forced to pay the differential amount. If the registered person files a late return, then the electricity duty is required to be paid along with interest and penalty.

The registered person is provided with option to digitally sign the return or use OTP authentication process for verification of return if the registered person selects the option of verification of return via OTP, OTP shall be sent to the registered mobile and email of the person. On successful submission of return & payment, the registered person shall be provided with the acknowledgment receipt and the person shall be notified about the same through SMS and E-mail.

5.5 Payments:

Payment of Electricity Duty shall be made by every DG set & CPP owner and licensee before filing the monthly return. If such return is filed late then payment has to be made along with interest and penalty. Basically, there will be three heads for payment under Electricity Duty Act, which are as follows:

1. Electricity Duty
2. Interest
3. Penalty

An Electronic Cash Ledger shall be maintained under the payment functionality for each registered person in the following format.

Sr N o	Date	Amount deposited				Amount utilized				Net Balance			
		Elec. Duty	Interes t	Penalty	Total	Elec. Duty	Interest	Penalty	Total	Elec. Duty	Interest	Penalty	Total

In order to make payment, DG set & CPP owner and licensee shall log in to the web portal and enter details like the period of payment, the amount of payment under all the heads, and shall proceed further. After this the person shall be redirected to the Cyber-treasury portal for final payment action. After successful reconciliation of payment, a challan shall be generated in the prescribed format and such payment shall get reflected in the electronic cash ledger of the person.

After each successful payment, the amount shall get reflected in the section "Amount deposited" under respective heads. After utilization of such amount, the utilized amount shall get reflected in the section "Amount utilised" under respective heads and the balance shall be reflected in the section "Net Balance". The registered person shall be mandatorily redirected to the payment homepage if during filing of return the balance in the electronic cash ledger is less than the electricity duty payable. The registered person can view the history of all the payments made in the payment history in the web portal after login.

5.1 Exemption/Appropriate rate Applications:

The Govt. of Gujarat, in order to promote trade & commerce and manufacturing in the state, provides exemption from payment of electricity duty. The whole idea is to attract investors in the state by the concept of ease of doing business and providing lucrative exemptions. Certain businesses are also eligible for payment of duty at a lower rate, which is known as appropriate rate. The Electricity Duty branch shall provide exemption from electricity duty or charge duty at appropriate rate based on application made to the branch from the web portal and its approval from the branch. Hence, the exemption/appropriate rate module shall have the following functionalities:

1. Exemption/Appropriate rate application by applicant
2. Exemption/Appropriate rate application processing by Electricity Duty branch

5.1.1 Exemption/Appropriate rate application by applicant:

The following table displays the type of applicant and respective form to be used for exemption/appropriate rate application:

Sr. No.	Type of applicant	Type of application	Application Form
1.	New Industrial Undertaking	Exemption	Form-E
2.	Additional Industrial Undertaking	Exemption	Form-E
3.	Auxiliary Application	Exemption	Form-E1
4.	Appropriate rate application for industries consuming high tension or low tension energy	Appropriate Rate	Form-E2
5.	Trust Operated Hospital	Exemption	Form-E3
6.	Renewable or non-conventional source	Appropriate Rate	Form-E4
7.	Central govt./ Indian railway office	Exemption	Form-E5(1)
8.	State govt. office	Exemption	Form-E5(2)
9.	Localbody/Municipal Corporation/Notified Area	Exemption	Form-E5(3)
10.	Public Water Works	Exemption	Form-E5(4)
11.	Electric Cemetery	Appropriate Rate	Form-E5(5)
12.	Electro-chemical/lytical/ Metallurgical process	Appropriate Rate	Form-E8
13.	Ironing Work	Appropriate Rate	Form-E7
14.	Effluent treatment plant	Exemption	Form-E9
15.	Old age homes	Exemption	Form-E10
16.	Special Economic Zones	Exemption	Form-E11
17.	Export Oriented Unit	Exemption	Form-E12
18.	New Tourism Unit Application	Exemption	Form-E13
19.	Panjara Pol	Appropriate Rate	Form not available

Till date, the above mentioned applicants have been notified for either exemption from electricity duty or appropriate rate for payment of electricity duty. The State Govt. may further notify other categories of business for exemption or appropriate rate.

The exemption/appropriate rate application has to be made by the applicant on the web portal by signing up after entering certain basic details like name, date of birth, E-mail ID, mobile no. etc. The system shall generate a unique ID which shall serve as login ID for proceeding further in the web portal for application. After login, the applicant shall select the appropriate form for exemption/appropriate rate, fill up the form, attach supporting documents, and submit it. In order to authenticate the form, the applicant can use OTP or digital signature. If Electricity Duty branch requires further clarification, such queries shall be displayed in the respective login in the web portal. The applicant shall reply to the queries through the portal itself. Once Electricity Duty branch is satisfied with the application along with the reply to queries, the exemption certificate shall be displayed in the respective login in the web portal. This exemption certificate shall be sent to the applicant and respective licensee, if any, through e-mail.

5.1.2 Exemption/Appropriate rate application processing by Electricity Duty branch

The exemption/appropriate rate application made by the applicant shall get displayed in the back office software of the solution in the worklist of Class-3 officer. Class-3 officer shall review the application and supporting documents, then shall add his/her remarks and submit the exemption/appropriate application task. Once submitted, the task shall appear in the worklist of Class-2 officer. Class-2 officer shall review the application and remarks of the Class-3 officer. If Class-2 officer requires any clarification then such clarification can be sought from the applicant. After seeking clarification, if the application is not proper then Class-2 officer can reject the exemption/appropriate rate application and such rejection shall be communicated to the applicant through e-mail and SMS. If the application is found proper then Class-2 officer shall submit the task and it shall further move to Class-1 officer worklist. Class-1 officer shall review the application, supporting documents, reply to clarifications if any and then shall submit the task. The task shall further flow to the Collector of Electricity Duty i.e Commissioner of State Tax for final approval. After approval from the Commissioner, the exemption/appropriate rate certificate shall be generated. Such exemption/appropriate rate certificate shall be sent to the applicant as well as licensee through e-mail.

5.2 Spot Visit:

The Electricity Duty branch has the powers to visit the premises of any registered or unregistered person through inspectors and the inspectors may:

1. Require production for inspection of such books and records for ascertaining or verifying the amount of electricity duty leviable.
2. Enter and search any premises where energy is or is to be believed to be supplied for the purpose of:
 - A. Verifying the statements made in the books of account kept and returns submitted
 - B. Testing there adding of meters

c. Verifying the particulars require disconnection with the levy of Electricity Duty

The solution shall provide a functionality for the Class-1 officer to create such spot visit task in the worklist of Class-3 officer and inspectors. Such spot visit task can be created by keying in the following details:

1. Name of Business
2. Gen-set no/Exemption file no/Consumer no
3. Remarks
4. Task assigned to

Once Class-3 officer/inspector completes the spot visit at the business premise, he/she shall work upon the spot visit task created in the worklist in the back office module of the software solution.

5.3 Assessment:

- (i) The Electricity Duty branch can proceed for assessment under following circumstances:
- (ii) The branch is not satisfied with the bona fides of the payment of Electricity Duty by any person;
- (iii) The person who is required to be registered under this Act fails to get himself registered;
- (iv) The registered person who is required to furnish return, fails to furnish such return, or where returns so furnished appear to be incorrect or incomplete;
- (v) Upon an inspection of any place or premises or after inspection of equipment's, gadgets, machines, devices found connected or used, or after inspection of records maintained by any person, it can be concluded that such person is indulging in evasion of Electricity Duty; or
- (vi) The branch has reason to believe that detailed scrutiny of the books of accounts of any registered person is necessary.

In order to carry out such assessment of a registered person, Class-2 officer shall initiate the assessment proceedings in the back office solution. The Officer shall enter the unique registration number of that particular registered person, the F.Y for which the assessment is to be conducted and initiate the proceedings. He/she shall be able to view the returns filed by the registered person during that F.Y and shall generate a show cause notice in form EASM-2. This form shall get displayed in the respective login of registered person in the web portal. The registered person shall reply to such notice in form EASM-3, the payment made along with reply shall get reflected in electronic cash ledger of the person. If the officer is satisfied with the reply and payment, then such proceedings shall be dropped. If the officer is

not satisfied with the reply, then he/she shall pass an order in form EASM-4. If payment is made against the order within specified days, then a recovery task of such assessment order shall not be generated, else a recovery task shall get generated from assessment order if no payment is made within specified days.

5.4 Refund:

Refund under the Electricity Duty Act can be claimed under the following circumstances:

1. Electricity Duty paid is more than the duty payable In this situation, the refund application has to be made within 12 Months from the date of the payment of such excess electricity duty

In this situation, there fund application has to be made within 2 years from the end of sF.Y to which such amount relates.

2. Any amount becomes refundable as a consequence of judgment, decree, order or direction of the Appellate Authority or any Court

In this situation, the refund application has to be made within 60 days from date of communication of such judgment, decree, order or direction.

The applicant shall also receive interest at the specified rate if refund is not made within 60 days of submission of refund application, which is complete in all respects, for a period starting from the date of application submission till the date on which electricity duty is refunded.

There fund module shall have the following functionalities:

1. Refund application by registered person
2. Refund application processing by Electricity Duty branch

3.9.1 Refund application by registered person:

The registered person shall log in to the web portal and fill refund application in form EDRFD-1, along with supporting documents. An acknowledgement receipt shall get generated in form EDRFD-2. If officer wants to reject the application, he/she shall issue show cause notice in form EDRFD-3, which shall get reflected in the respective login of registered person. The person shall reply to such notice in form EDRFD-4. If officer is not satisfied with the reply, he/she shall pass refund rejection order in form EDRFD-5, which shall get reflected in respective login of the registered person and shall also be communicated through SMS and E-mail. If officer is satisfied with the reply or the application itself, then he/she shall pass refund sanction order in form EDRFD-5 and payment order in form EDRFD-6, which shall get reflected in respective login of the registered person and shall also be communicated through SMS and E-mail.

3.9.2 Refund application processing by Electricity Duty branch:

Whenever a registered person applies for refund, a refund processing task shall get created in the worklist of Class-3 officer, who shall review the application, supporting documents, and enter review remarks. After submit, the task shall go to the worklist of Class-2 officer, who shall review the application remarks, Class-3 officer remarks, give his/her own remarks and submit the task to Class-1 officer. If Class-1 officer is not satisfied with the details, then he/she shall issue show cause notice in form EDRFD-3 with digital signature, to which registered person can reply in EDRFD-4. After reply, Class- 1 officer shall submit the refund processing task and it shall move to Additional Commissioner's worklist.

Additional Commissioner on the basis of application, supporting documents, and reply to show cause notice (if any), can reject or approve the refund application.

If the application is rejected, a refund rejection order shall be generated in form EDRFD-5 with digital signature. The registered person shall be informed about the same through the web portal, SMS, and E- mail. If the application is approved, a refund sanction order shall be generated in form EDRFD-5 with digital signature and a payment order shall be generated in form EDRFD-6 with digital signature. The registered person shall be informed about the same through the web portal, SMS, and E-mail. The refund amount shall be paid along with interest in case a complete refund application is not processed within 60 days from the date of receipt.

5.5 Recovery:

The question of recovery of Electricity Duty arises after assessment of registered person. The software solution shall automatically create recovery task if no payment is received against assessment order within 30 days from service of order. The following modes are specified in the Act for recovery from a registered person:

1. Voluntary payment
2. Third party recovery
3. Execution of a decree
4. Auction of movable/immovable goods/shares
5. Recovery of Electricity Duty as fine by magistrate's order
6. Recovery of Electricity Duty as arrears of land revenue

The software solution shall create a recovery task in the work list of Class-2 officer. The task shall consist of different tabs representing different recovery actions. Each tab shall have respective forms available, which can be generated with digital signature of officer and shall be served to the registered person through respective login in the web portal and e-mail. The

recovery task shall close only after the value of electricity duty payable becomes 0 after recovery through different modes.

5.6 Appeal:

An aggrieved party can file an appeal against every original order passed under the Act. An appeal can be filed against assessment order, audit assessment order, exemption certificate, appropriate rate certificate, cancellation order etc. An appeal can be filed by the aggrieved party within 90 days from the date of communication of order appealed against.

In order to file an appeal, the aggrieved party other than officer of electricity duty branch, has to pay the following amount:

- (a) In full, such part of amount of electricity duty, interest and penalty arising from impugned order, as is admitted by him; and
- (b) A sum equal to ten percent of the remaining amount of electricity duty in dispute arising from the said order in relation to which the appeal has been filed.

The recovery proceedings shall be stayed till the time appeal proceedings are going on for the appellant. An appeal filed shall be filed to an authority superior to the one who has passed the order. The appellate authority can confirm, modify or

The appeal module shall have the following functionalities:

- 1. Appeal application by appellant.
- 2. Appeal application processing by Electricity Duty branch

5.6.1 Appeal application by applicant:

An appellant can be a registered person (DG set or CPP owner), licensee, or an exemption/appropriate rate applicant. All these users shall have a login on the web portal. Such appellant can file an appeal in form EDAPL-1 or EDAPL-3 after payment of admitted amount and 10% of disputed amount. Such an appeal application can be authenticated through OTP or digital signature. After successful submission of appeal application, an acknowledgement shall be given to appellant in form EDAPL-2. Applicant shall be given an opportunity of being heard. An appeal order shall be given to the appellant in form EDAPL-4.

5.6.2 Appeal application by applicant:

When an appeal application is filed by appellant, the system shall automatically create an appeal processing task in the worklist of officer one level above than the officer who had passed the order appealed against. The officer shall then review the details given in the form EDAPL-1 or EDAPL-3, analyze the facts of the case and supporting documents attached. The officer shall then conduct a hearing wherein the appellant and the departmental officer shall be present and shall provide the arguments to defend their case. Once satisfied, the

officer shall pass order in form EDAPL-4, either confirming, modifying, or annulling the decision appealed against. The recovery proceedings shall be given effect in accordance with the appeal order once it is passed.

5.7 The Bidder shall provide a comprehensive, real-time monitoring dashboard to the Client for tracking and managing all applications and complaints received through the portal. The dashboard must be integrated with the ticketing system and provide complete visibility into the status and progress of all submitted applications.

5.8 Gujarat State Tax Department (GSTD), Ahemdabad, reserves the right to increase the total Scope of Work for web application development activities by up to 25% of the initial agreed-upon scope. This increase will be compensated at the man-month rate quoted by the successful bidder under this bid. Bidders must acknowledge and accept this potential increase in their proposals, confirming their preparedness to accommodate the additional work under the specified terms. All adjustments to the scope will be managed through a mutually agreed process, including any necessary changes to the project timeline etc. This condition aims to provide flexibility in project requirements while ensuring the quality and integrity of the deliverables.

5.9 GSTD web application Operation and Maintenance scope of work

The Agency has to provide the operation & maintenance support for the period of 05 years including but not limited to the Resolution of errors/bugs (if any), software updates, patches, and changes in the software that may be necessary due to legal/statutory/GR/Any ACT etc. changes.

- Ongoing technical support for applications
- Fine Tuning updates/patches reporting
- Fixing logical/run-time errors in the applications
- Development, Testing and Implementation for Bug-Fixes
- Generate reports on changes made in applications
- Generate reports on change given to support team
- System administration and database management support
- Development of new application release
- Deployment of new application on production servers
- Synchronize the application release in all application servers of GSTD
- Maintaining checklist for the status of deployment on all servers
- Monitoring & Reporting Server/ System performance (Department will provide the server. However, the monitoring has to done by selected bidder. Bidder shall be responsible for server OS installation, management and administration.)
- Provide warranty/on-site maintenance product, software that shall be supplied and installed under this procurement throughout the period of contract as per SLA and also provide warranty execution/onsite maintenance of the Database S/W.
- Undertake Performance Tuning and ensuring optimum performance of the software supplied.

- The support coverage shall be as per the service window mentioned in the Section –4.7 “Service Level”.
- SP will provide training for conducting 5 training sessions – Before Go-Live. During O&M training needs to be given as and when required by GSTD regarding the use of Software Applications. GSTD will provide necessary facilities to conduct training.
- The SP shall be responsible to maintain version control and change request by utilizing the necessary tools and giving access to GSTD for monitoring and tracking purpose as and when required.

Operation and Maintenance Period bidders are expected to carry out change that is required due to change in functionalities, Act, Rule, GR etc. during the 5 years of Operation and Maintenance period. No additional payment will be made during O & M period. During the course of O & M, bidder may suitably arrange resources, if required to perform any changes in the developed applications.

5.10 After Go-Live of the web application and during O&M Period, successful bidder has to provide complaint registration (Contact Number and Email ID):

- i. The Bidder shall provide a dedicated contact number (helpline) and email ID specifically for the registration and reporting of complaints.
- ii. Upon receiving a complaint through the provided contact number or email ID, the Bidder shall immediately issue an automated acknowledgment containing the Complaint Number, a brief description of the issue, and an estimated resolution time based on the nature of the complaint.
- iii. The acknowledgment should be send via the same communication channel (email or SMS) within 1 hour of receiving the complaint.
- iv. Each complaint registered via the contact number or email ID shall be tracked and assigned a unique Complaint Number. This number must be used in all future communications, updates, and resolution efforts related to that complaint.

5.11 Ticketing System for Monitoring and Resolution of Complaints:

- i. The Bidder shall provide a comprehensive ticketing solution that will be used to monitor, manage and resolve all complaints and issues related to the services provided during the Operation and Maintenance (O&M) period.
- ii. The ticketing solution must be integrated with real-time monitoring capabilities, enabling both the bidder and the GSTD to track the status of complaints, requests, and resolutions.

5.12 Ticketing System Features:

- i. The system must have the ability to log complaints, assign priority, categorize issues (e.g., technical, operational, user-related).
- ii. The system should provide automatic notifications to relevant stakeholders (including GSTD representatives) upon ticket creation, updates, and resolution.

- iii. The ticketing solution must offer dashboards and reporting features for tracking performance metrics, SLA compliance, and historical data analysis.

5.13 Service Level Agreement (SLA) Terms for Ticket Resolution:

Priority and Response Time: -

- i. **High Priority Tickets (Critical Impact):** Response time within **0.5 hour**; Resolution time within **1 hours**.
- ii. **Medium Priority Tickets (Moderate Impact):** Response time within **1 hours**; Resolution time within **5 hours**.
- iii. **Low Priority Tickets (Minimal Impact):** Response time within **3 hours**; Resolution time within **12 hours**.

5.14 SLA Penalties: - If the Bidder fails to meet the response or resolution times specified in the SLA for any ticket, a penalty of **0.5%** of the Quarterly O&M fee will be levied for each incident of non-compliance. - In case of repeated non-compliance (more than **3** occurrences in a month), the penalty may escalate, or the GSTD reserves the right to invoke corrective actions, including the termination of the O&M contract or increasing the penalty amount as may be appropriate.

5.15 Ticket Prioritization and Categorization:

- i. The Bidder shall classify and prioritize tickets according to the severity and impact on operations, as agreed upon at the start of the contract.
- ii. The priority levels should be clearly defined in consultation with the GSTD and updated as necessary based on operational requirements.

5.16 Escalation Process:

- i. The Bidder shall implement an escalation matrix for unresolved or delayed tickets.
- ii. In case of escalation, the Bidder must provide an immediate action plan to resolve the issue and notify the GSTD's designated representative of the expected resolution time.

5.17 Ticket Closure and Feedback:

- i. Upon resolution of each ticket, the Bidder shall provide detailed documentation of the resolution, including actions taken, root cause analysis (if applicable), and steps for future prevention of similar issues.
- ii. The GSTD will have the right to review the ticket and provide feedback within 2 working days. If the complaint is not satisfactorily resolved, the ticket will remain open until final resolution is achieved.

5.18 Periodic Reporting and Review:

- i. The Bidder shall provide monthly reports summarizing ticket volumes, resolution times, SLA compliance, and issues resolved during the month.

- ii. The GSTD will review the ticketing performance periodically (quarterly) to ensure compliance with SLAs and the effectiveness of the ticketing system.

5.19 System Availability and Support:

The ticketing solution must be available **24/7** with minimal downtime. In case of system downtime, the Bidder must ensure that tickets are logged manually and entered into the system as soon as the solution is restored.

5.20 Training and Support:

- i. The Bidder shall provide adequate training to the GSTD's designated personnel on how to use the ticketing system, including reporting issues, tracking tickets, and accessing resolution details.
- ii. The Bidder must also provide technical support for the ticketing system during the O&M period to ensure continuous, efficient operation.

5.21 Data Migration:

The successful bidder must migrate the existing application data/database into a newly developed application:

Type of data base: MS SQL

Size of database Total DB Size --- 1 GB

Table: Tables- 95

Stored procedure: - 170

Views: Total Views - 9

Function in database: Total Functions- 4

Note: The bidder must note that the database may vary at the time migration. The above information is notation purpose and minimum size of database.

Hosting of the web portal

Bidder is required to propose the required compute power, storage and other requirement to host the new software applications. The necessary compute infrastructure will be provided by Govt. of Gujarat.

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

a. Bill of Material for Hardware

Sr. No.	*Description	vCPU	RAM	HDD Space	Quantity	Remarks, if any
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*Description: required DB servers, app servers, reporting servers or any other server (for production), equipment required for running the application at DC.1 physical core = 2 vCPU

- **Bill of Material for Software**

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

***Development shall be using open source technology and open source database.**

Please mention the technology stack that is going to be used like OS, Database, Web, BI tool etc. GSDC doesn't support Solaris.

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

SECTION 6: TECHNICAL EVALUATION METHODOLOGY

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

(i) An Eligibility/Pre-qualification evaluation:

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

(ii) Technical Evaluation:

The following criteria shall be used to evaluate the technical bids;

Sr. No	Criteria	Marks	Documents required
1	<p>Average turnover of bidder during the last three years ending 31st March 2024 from IT business</p> <ul style="list-style-type: none"> ▪ Turnover ≥ 1.59 and ≤ 3.19 Cr = 4 marks ▪ Turnover ≥ 3.20 and ≤ 4.79 Cr Cr. = 7 marks ▪ Turnover ≥ 4.80 Cr and above. = 10 marks 	10	Statutory auditor certificate and Audited Balance Sheet

2	<p>Standard and Quality Certifications</p> <ul style="list-style-type: none"> ▪ ISO 9001:2015 or ISO/IEC 27001:2022 – 3 Marks ▪ CMMi level 3 – 5 Marks ▪ CMMi level 5 – 7 Marks ▪ ISO/IEC 27001:2022 & ISO 9001:2015 and CMMi level 3 – 9 Marks ▪ ISO/IEC 27001:2022 & ISO 9001:2015 and CMMi level 5 – 10 Marks 	10	Valid Copy of the Standard and Quality certifications are to be submitted and its authenticity must be verified using portal of CMMi institute.
3	<p>Bidder have successfully implemented end-to-end digitized Government Services, including integration with payment gateways or with SMS services. The services should cover all aspects of service management, such as service initiation, application processing, payment/SMS, and communication with the beneficiaries.</p> <p>End-to-End Digitized Government Welfare Services/ Govt. Ease of Doing Business (EoDB) services/ Govt. incentive services</p> <ul style="list-style-type: none"> • 05 to 15 Services: 4 marks • 16 to 25 Services: 7 marks • 25 or More Services: 10 marks 	10	<p>The evaluation will be based on the number of Government Services the bidder has successfully digitized. The bidder must provide documentary evidence, including but not limited to:</p> <ul style="list-style-type: none"> • A copy of Work Order/ completion certificate • A list of the welfare services that have been digitized, with detailed descriptions of each service. • Proof of integration with payment gateways or with SMS services for communication with beneficiaries.
4	<p>Company Registration: Years of Existence and Operation, as on bid due date, as per details below:</p> <p>a) > 5 Years to <=10 Years – 3 Marks</p> <p>b) >10 Years to <=15 Years – 6 Marks</p> <p>c) >15 Years – 10 Marks</p>	10	<ul style="list-style-type: none"> • Certificate of incorporation • Company Registration Certificate
4	<p>The bidder organization may have a minimum of 30 (On roll on Company payroll)full-time software/application developers currently employed within the organization. All developers must have been continuously employed by the bidder for a period of at least one (1) year as of the date of submission of the bid.</p> <ul style="list-style-type: none"> • 30-40 full time developers – 5 Marks • 41-50 full time developers – 10 Marks 	10	<p>Submission: A list of software/ application developers, including their full name, job title, and date of joining. A certificate from the Human Resources department of the bidder organization confirming that each listed developer has been employed full-time for at least one year.</p>

	<ul style="list-style-type: none"> 51- 60 full time developers – 15 Marks 		HR Declaration for On roll on Company payroll.
5	<p>The bidder should have executed a single project of a similar nature for State, Central Government, PSU, Large Enterprise during last 5 years' worth at least 60 Lakh.</p> <ul style="list-style-type: none"> Project ≥ 4.80 Lakh = 3 marks Project ≥ 80 Lakh = 5 marks Project ≥ 100 Lakh = 10 marks <p>"Project of similar nature" means "The SP has developed, deployed and maintained web-based application, enterprise resource planning (ERP) systems, or mobile application and in which the work flow is end-to-end digitized"</p>	10	Project completion Certificate/Work Project Completion Certificate/Order / Project Contract Document / Agreement / Satisfactory Completion Certificate by the client with details of project value and scope
6	<p>Presentation on proposed solution on web Application requirement.</p> <ul style="list-style-type: none"> Proposed solution for web application as per requirement Understanding of the requirements Clarity on solution offered Integration Architecture Proposed Team for in all phases of Development, Methodology Statement, Time Duration to Deliver & Work Plan Demonstrated ability towards experience of similar works of web application development/maintenance Demonstrated ability towards experience of providing technical support to the end users for the digital solution Demonstrated ability towards executing similar domain projects involving multiple locations across state/country Value additions 	40	Presentation by the bidder in front of committee members

The bidder shall be required to get at least 60% marks out of 100 to qualify for next stage i.e. opening of the financial bids.

The technical score would be normalized on a scale of 100, with highest score being normalized to 100 and the rest being awarded on a pro-rata basis. Such normalized scores would be considered for the purpose of QCBS based evaluation.

The individual bidder's technical scores will be normalized as per the formula below:

$$T_n = T_b / T_{max} * 100$$

Where, T_n = normalized technical score for the bidder under consideration

T_b = absolute technical score for the bidder under consideration

Tmax = maximum absolute technical score obtained by any bidder

(iii) Financial evaluation

The financial bids of all the bidder who get 60% marks in the Technical evaluation stage will be opened.

The Bidder with lowest qualifying Financial bid (L1) will be awarded 100% score (amongst the Bidders which did not get disqualified on the basis of mandatory technical qualifying score). Financial Scores for other than L1 Bidders will be evaluated using the following formula:

$$\text{Financial Score of a Bidder (Fn)} = \left\{ \frac{\text{Commercial Bid of L1}}{\text{Commercial Bid of the Bidder}} \times 100 \right\}$$

(Adjusted up to two decimal places)

(IV) Final Evaluation:

The bids will be evaluated on a **Quality and Cost Based Selection [QCBS]** basis. The QCBS is a system enumerated in clause Number 192 of General Financial Rules 2017, Ministry of Finance, Government of India. The proposals will be ranked according to their combined technical and financial scores using weights

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

$$\text{Final Score (S)} = T_n \times T + F_n \times P$$

The bidder achieving the highest combined technical and financial score will be invited for negotiations for awarding the contract. In case of a tie where two or more bidders achieve the same highest combined technical and financial score, the bidder with the higher normalized technical score will be invited first for negotiations for awarding the contract.

Negotiation: Tenderer may invite bidder for further negotiation

SECTION 7: FINANCIAL BID

Sr. no.	Item Description Original	Cost
1	Design, Development, Implementation and Go-Live of New Web Portal for Applicants and Electricity Duty Taxpayers along with a Back Office Solution for Electricity Duty Branch of Gujarat State Tax Department, Govt. of Gujarat: Part 1	
2	Operation and Maintenance Support for the New Web Portal for Applicants and Electricity Duty Taxpayers along with a Back Office Solution for Electricity Duty Branch of Gujarat State Tax Department, Govt. of Gujarat for 5 years: Part 2	
	Total Cost INR	

Note:

- All taxes/GST is included in the above rate as per GeM terms & condition.
- The grand total of items no. 1 to 2 will be considered for final evaluation. **Final Commercial evaluation (H1) will be decided on Total Cost of Sr. No. 1 and 2 of Summary.**
- The cost of the above parts should be matched with the breakup of each components mentioned in Part. GIL/GSTD will disqualify the bidder and not issue a work order/GeM contract if the price break up is not matched with each component.
- The rate quoted by the bidder in the above-mentioned financial bid will be fixed for the entire contract period and cannot be altered in future.

Part- 1 : Design, Development, Implementation and Go-Live of New Web Portal for Applicants and Electricity Duty Taxpayers along with a Back Office Solution for Electricity Duty Branch of Gujarat State Tax Department, Govt. of Gujarat.

Sr. no.	Item Description Original	Total Man month effort	Rate per Man-month	Total amount (Rs.) Including Tax/GST
	A	B	C	D
1	Design, Development, Implementation of New Web Portal for Applicants and Electricity Duty Taxpayers along with a Back Office Solution for Electricity Duty Branch of Gujarat State Tax Department			
2	Taxes			
Grand Total (Rs.)				

Part-2 : Operation and Maintenance Support for the New Web Portal for Applicants and Electricity Duty Taxpayers along with a Back Office Solution for Electricity Duty Branch of Gujarat State Tax Department, Govt. of Gujarat for 5 years:

Sr. no.	Particular	Yearly cost (Rs.) (with tax)				
		Y1	Y2	Y3	Y4	Y5
A	B	C	D	E	F	G
1.	Operation and Maintenance Support for the New Web Portal for Applicants and Electricity Duty Taxpayers along with a Back Office Solution for Electricity Duty Branch of Gujarat State Tax Department, Govt. of Gujarat for 5 years					
2	Taxes					
Total Amount (Rs.)						
Grand Total (Rs.) Including Tax/GST		C+D+E+F+G				

Note: 1. Quarterly rate will be calculated by dividing particular year by 4.

2 Man-month rate will be calculated by dividing particular year by 12.

3 Per day rate will be calculated by dividing the derived man-month rate by 30.

Additional Cost: AMC required to run the web application for 5 years:

Note:

- This cost must not included in financial bid.
- This cost will be utilized by GSTD if required only, the successful must not raise invoice.

Part -3 (additional and not included in financial bid)

S N	Item	License Type	Quant ity	Uni t Cos t (in INR)	G S T	Tot al Co st (in IN R)	Lice nse Ter m (in Year s)	Enterpr ise Suppor t Level	Remar ks, if any
1	Application OS	Per User/ Per Server/ Subscription	[Quantit y]	[Cost per unit]		[Tota l Cost]	[1-5 years]	[e.g., Standard, Premium, etc.]	
2	Database License	Per User/ Per Core/ Subscription	[Quantit y]	[Cost per unit]		[Tota l Cost]	[1-5 years]	[e.g., Standard, Premium, etc.]	

The above format is indicative only. Considering the scope of work requirements, bidder are advised to modify the format as may be deemed appropriate. Bidder has to provide their open-source technology stack and cost/prices and for which below mentioned conditions are to be considered;

- **Bill of Material (BoM) Submission:** The bidder shall be required to propose a detailed Bill of Material (BoM) in the above format (format may be modified as may be deemed appropriate to the bidder) which should include all necessary components and operating system licenses that are necessary to fulfill the requirements of this bid. The proposed BoM shall be submitted/uploaded by the bidder with their financial bid. The cost/prices mentioned in the above format will not be part of the Financial Bid evaluation.
- **Separate Work Order for BoM Items:** The Department reserves the right to issue a separate work order for the procurement of OS/DB and other support licenses as outlined in the proposed BoM, as may be necessary. The successful bidder shall cooperate in facilitating the procurement process if and when such a separate work order is issued.
- **No obligation to award BoM items:** The submission of the BoM by the successful bidder does not imply any obligation on the part of the GSTD to procure the items listed therein. GSTD shall make the final decision based on its requirements and budget considerations. Also department reserve the right to procure the required licenses/support by issuing separate bid.

- **Changes to the BoM:** In the event of any changes or updates to the BoM after the tender award, the bidder shall be required to submit revised details with justifications for approval by the Department, for which GSTD reserves the right to accept or reject such revisions.

This condition ensures that the Department maintains flexibility in managing the procurement of hardware and software, while still obtaining a clear and comprehensive understanding of the necessary resources.

7.1 The successful bidder shall be required to assign a dedicated Project Manager (PM) for the entire duration of the contract. The Project Manager shall be the main point of contact between the bidder and the office of the GSTD throughout the development and post-development phases. The Project Manager must possess the requisite skills, qualifications, and experience in managing web application development project, including but not limited to:

- Proven experience in managing similar web-based projects.
- Strong communication skills and experience in client-facing roles.
- Knowledge of project management methodologies (Agile, Scrum, etc.).

Project Manager Role and Responsibilities:

The Project Manager shall be responsible for:

- Ensuring smooth and efficient communication between the bidder's team and the GSTD.
- Coordinating all aspects of the project, including but not limited to timelines, deliverables, testing, deployment, and troubleshooting.
- Managing and addressing any issues, risks, or obstacles that may arise during the development and maintenance phases.
- Regularly reporting project status, progress, and potential delays, if any, to the GSTD.
- Providing a detailed weekly/monthly/quarterly progress report and meeting regularly (at least once in a week) with the GSTD to discuss on updates and concerns.

The Project Manager must be available for regular virtual meetings **or** on-site meetings, as determined by the GSTD, to ensure that the development aligns with the agreed-upon specifications and timelines.

Duration of Project Manager's Assignment:

- The assigned Project Manager shall remain dedicated to the project for the entire duration of the contract, from the project's initiation through to the completion of post-launch support and maintenance.
- In the event that the Project Manager is unable to continue their duties for any reason (e.g., resignation, illness, or any other unforeseen circumstance), the bidder must immediately assign a suitable replacement. The replacement must be of equivalent or greater expertise and experience.

- The Department reserves the right to request the removal or replacement of the Project Manager if their performance is deemed unsatisfactory. The bidder must ensure a smooth transition to a new Project Manager without any disruption to the project.

7.2 Off-Site Development:

The successful bidder shall undertake the development of the web application off-site, at their own location. The Project Manager will be responsible for managing and coordinating all activities related to the project, ensuring that there is no impact on project timelines, quality, or deliverables due to off-site development.

7.3 Communication and Coordination:

The Project Manager shall establish a clear communication plan, outlining the methods, frequency, and reporting format for regular updates to the GSTD.

The Project Manager shall ensure that all necessary documents, deliverables, and updates are shared promptly with the GSTD, and any issues or concerns are addressed in a timely manner.

The Project Manager must be available for emergency consultations or urgent meetings as required by the GSTD, especially in situations that could potentially impact the project timeline or quality.

7.4 Labour Laws

- The bidder shall, and hereby agrees to, comply with all the provisions of Indian Labour Laws in respect of the manpower employed thereof.
- The bidder shall be solely responsible for the payment of wages to the manpower and ensure its timely payment thereof.
- The bidder shall also ensure compliance to the following labour legislations:
 - Minimum Wages Act *
 - Workmen's Compensation Act, if the ESI Act does not apply *

*Applicable as per respective state
- The bidder shall be solely responsible to adhere to all the rules and regulations relating to labour practices and service conditions of its workmen and at no time shall it be the responsibility of GSTD.
- Neither the bidder nor his workmen can be treated as employees of tenderer for any purposes. They are not entitled for any claim, right, preference, etc. over any job/regular employment of tenderer. The bidder or its workmen shall not at any point of time have any claim whatsoever against tenderer.
- If tenderer recommends, an engaged resource must be replaced by the bidder.
- All statutory obligations of the bidder towards his employees shall be fulfilled by bidder and office of the GSTD shall not be responsible for any such obligations.

7.5 Payment terms

- Payments shall be made to the selected agency after deduction of applicable penalty and TDS.

- Selected agency shall submit the invoice at the end of each quarter with the supporting successful work done report to the Officer in Charge of GSTD, for further processing.
- The payments to the successful bidder will be made Quarterly on acceptance of the invoice by the office of the GSTD.
- The successful bidder shall submit original copies of invoices along with the necessary supporting documents as may be required by the office of the GSTD for the processing of invoices.
- The invoice would be processed for release of payment within 45 days after due verification of the invoice and other supporting documents by the office of the GSTD.
- Payment shall be made in Indian Rupees. While making payment, necessary TDS, income tax, and any other applicable tax, if any, shall be deducted.
- The payment will be in equal quarterly installment upon submission of deliverables and validation by the office of the GSTD.

SECTION 8: BID FORM

Date: GeM Bid No: GEM/2025/B/6866258 dated 07.11.2025
To,
DGM (Tech.)
Gujarat Informatics Ltd.

Dear Sir,

Having examined the Bidding Documents including Addenda Nos. _____ (insert numbers, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to render "Tender for Selection of Agency for Design, Development, Implementation and Operation & Maintenance of web and mobile application for the Gujarat State Tax Department, Govt. of Gujarat" in conformity with the said bidding documents for the same as per the technical and financial bid and such other sums as may be ascertained in accordance with the Financial Bid attached herewith and made part of this bid. We have not placed any condition for the bid on our part and agree to bind ourselves to the terms and conditions of this tender unconditionally. Any conditions placed by us elsewhere in the present bid are hereby withdrawn unconditionally.

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

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

We agree to abide by this bid for a period of 180 (One hundred and eighty only) days after the date fixed for bid opening of the Instruction to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Name: _____

Address: _____

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

Dated this _____ day of _____ 2024

Signature

(in the capacity of)

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

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

Ref:

Bank Guarantee No.

Date:

To,
Chief Commissioner of State Tax,
Department of Gujarat State Tax,
Government of Gujarat,
Rajya Kar Bhavan,
Ashram Road,Ahmedabad-380009.

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the GeM Bid no: GEM/2025/B/6866258 dated 07.11.2025 for RFP for "Tender for Selection of Agency for Design, Development, Implementation and Operation & Maintenance of web and mobile application for the Gujarat State Tax Department" 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:

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

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

This guarantee will remain valid up to 12 months from the last date of bid submission. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the

OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee

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

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

Dated at _____ on this _____ day of _____ 2024.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &
Its official Address

Approved Bank: Any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. FD/MSM/e-file/4/2023/4020/DMO dated 11/03/2024 issued by Finance Department or further instruction issued by Finance department time to time.

SECTION 10: PERFORMANCE BANK GUARANTEE

Performa of Contract-cum-Equipment (To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.

Date:

To

Name & Address of the Purchaser/Indenter

Dear Sir,

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

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee. OWNER/PURCHASER shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance by the SELLER of the aforementioned CONTRACT. The OWNER/ PURCHASER shall have the fullest

liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the SELLER, and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned CONTRACT between the OWNER/PURCHASER and the SELLER or any other course of or remedy or security available to the OWNER/PURCHASER.

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

The Bank also agree that the OWNER/PURCHASER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the SELLER and notwithstanding any security or other guarantee that the OWNER/PURCHASER may have in relation to the SELLER's liabilities.

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

Dated at _____ on this _____ day of _____ 2024

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &
Its official Address

List of approved Banks

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. FD/MSM/e-file/4/2023/4020/DMO dated 11/03/2024 issued by Finance Department or further instruction issued by Finance department time to time.

CONTRACT FORM

THIS AGREEMENT made on the _____ day of _____, 2024 _____
Between _____ (Name of purchaser) of
_____ (Country of Purchaser) hereinafter "the Purchaser" of
the one part and _____ (Name of Supplier) of
_____ (City and Country of Supplier) hereinafter called "the Supplier"
of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz.,

(Brief Description of Goods and Services) and has accepted a bid by the Supplier for the supply
of those goods and services in the sum of
_____ (Contract Price in Words and
Figures) hereinafter called "the Contract Price in Words and Figures" hereinafter called "the
Contract Price."

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

TOTAL VALUE:

DELIVERY SCHEDULE:

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

Signed, Sealed and Delivered by the

Said _____ (For the Purchaser)

in the presence of _____

Signed, Sealed and Delivered by the

said _____ (For the Supplier)

in the presence of _____

SECTION 11: SELF DECLARATION
(TO BE SUBMITTED PHYSICALLY ALONG WITH EMD)

AFFIDAVIT

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

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

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

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

Sr. No.	Name of the Document
1	
2	

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

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

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

I I We also understand that failure to produce the documents in "Prescribed Performa" (wherever applicable) as well as failure to give requisite information in the prescribed Performa may result in to rejection of the tender.

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

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

and the same are enclosed in order (i.e. in chronology) in which they are supposed to be enclosed. Page numbers are given on each submitted document. Important information in each document is "highlighted" with the help of "marker pen" as required.

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

I I We say and submit that the Permanent Account Number (PAN) given by the Income Tax Department is _____, which is issued on the name of _____ [Kindly mention here either name of the Proprietor (in case of Proprietor Firm) or name of the tendering firm;1, whichever is applicable].

I I We understand that giving wrong information on oath amounts to forgery and perjury, and I/We am/are aware of the consequences thereof, In case any information provided by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD/PBG/cancel the award of contract. In this event, this office reserves the right to take legal action on me/us.

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

I I We hereby confirm that all our quoted items meet or exceed the requirement and are absolutely compliment with specification mentioned in the bid document.

My I Our Company has not filed any Writ Petition, Court matter and there is no court matter filed by State Government and its Board Corporation, is pending against our company .

I / We hereby commit that we have paid all outstanding amounts of dues/ taxes/ cess/ charges/ fees with interest and penalty.

In case of breach of any tender terms and conditions or deviation from bid specification other than already specified as mentioned above, the decision of Tender Committee for disqualification will be accepted by us.

Whatever stated above is true and correct to the best of my knowledge and belief.

Date:

Stamp & Sign of the Tenderer

Place:

(Signature and seal of the Notary)

SECTION 12: Particulars of the Bidder's Organization

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

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

(Authorized Signatory)

Name: _____

Designation & Authority: _____

Place: _____

Date: _____

Stamp: _____

Company Name: _____

Business Address: _____

Note: - Kindly attach necessary supporting documents

SECTION 13: Format for Financial Capability

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

Note: Please attach relevant sections of the documentary proofs

SECTION 14: Format for Relevant Experience

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

Note: Please attach relevant documentary proofs

SECTION 15: Proposed Project Team

Bidder will have to mentioned the below technical manpower details with hierarchy Proposed Team

The entire team of the project proposed for Development period by bidder will be at bidder's premises/offsite.

Using the format below, please provide the summary information on the profiles you propose to include for evaluation and the roles they are expected to play in the project:

Sr. No.	Proposed Role	Number of Resources	Area of Expertise	Key Responsibilities
---------	---------------	---------------------	-------------------	----------------------

CV for Professional Staff Proposed

Please provide detailed professional profiles of the staff proposed for evaluation. The profile for a single staff member must not exceed two pages.

Sr. No.	Description	Details
1	Name	
2	Designation	
3	Role proposed for	
4	Current responsibilities in the responding firm	
5	Total years of relevant experience	
6	Years of experience with the responding firm	
7	Educational qualifications:	
	Degree	
	Academic institution graduated from	
	Year of graduation	
	Specialization (if any)	
8	Professional certifications (if any)	
9	Professional Experience details (project-wise):	
	Project name	
	Client	
	Key project features in brief	
	Location of the project	
	Designation	
	Role	
	Responsibilities and activities	
	Duration of the project	

Affidavit Format

(This should be on Rs. 300/- duly notarized Non-Judicial Stamp Paper)

I, _____ <<Name of the bidder>> on behalf of <<Bidder's Company Name>>

herewith confirm that <<Bidder's Company Name>> has 30 no. of software/application developers on company's payroll which are working for the past one year.

Whatever stated above is true and correct to the best of my knowledge and belief.

Signed & Sealed by an authorized Signatory