



Request for Proposal

Selection of Agency for Design, Development, Operation, Maintenance support of Software Applications for Gandhinagar Municipal Corporation

Issued by

The Municipal Commissioner

Gandhinagar Municipal Corporation

Tender No: 93/2025-26

year: 2025-26

Gandhinagar Municipal Corporation

Registered Address: Pandit Deendayal Bhavan, Behind Fire Station,

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1. Disclaimer

The information contained in this Request for Proposal ("RFP"), whether provided verbally or in written form to the bidders ("Bidder/s") by Gandhinagar Municipal Corporation (referred to as "GMC" in this document) or any of its employees or advisors, is shared under the terms and conditions outlined in this Tender document, as well as any other applicable terms.

This RFP does not constitute an agreement, offer, or invitation to any party. Its primary purpose is to provide the Bidders, or any interested party, with relevant information to assist in formulating their financial offers ("Bid"). This RFP may include various assumptions and assessments formulated by GMC with respect to the scope of work. However, the Tender document may not encompass all the information required by each Bidder, and may not be suitable for all parties. GMC, along with its employees or advisors, does not account for the individual objectives, technical knowledge, or specific needs of each Bidder. The assumptions, statements, and information provided in this RFP may not be entirely complete, accurate, or adequate. Therefore, each Bidder is expected to independently analyze the information and seek professional advice from relevant experts.

The information provided in this Tender document covers a wide range of topics, some of which may involve legal interpretation. It is not intended to be an exhaustive explanation of statutory requirements and should not be treated as a definitive legal statement. GMC does not assume responsibility for any legal interpretations provided herein.

GMC, its employees, and advisors make no warranties or representations, and shall not be held liable to any person, including the Bidder, under any legal principles, statutes, rules, regulations, or any other form of legal obligation for any loss, cost, or damage incurred due to the information contained in this RFP. This includes any inaccuracies, inconsistencies, or incomplete information in the RFP or arising from the Selection Process.

Furthermore, GMC disclaims any liability, whether arising from negligence or otherwise, in connection with any reliance by the Bidder on statements made in this RFP. GMC reserves the right to amend or supplement the information in this document at its sole discretion, without any obligation to do so.

The issuance of this Tender document does not imply that GMC is obligated to select a Bidder or appoint the Selected Bidder (as defined herein) for the project's implementation. GMC reserves the right to reject any or all Bidders or Bids without providing any justification.

All costs and expenses associated with the preparation and submission of the Bid, including but not limited to preparation, copying, postage, delivery, demonstrations, or presentations, shall be borne solely by the Bidder. GMC shall not be liable for any such expenses, regardless of the outcome or conduct of the Selection process.

2. Glossary / Abbreviations

Abbreviations	Description
AMC	Annual Maintenance Contract
C.O.	Commercial Offer
COTS	Commercial Off the Shelf Software
EMD	Earnest Money Deposit
ICT	Information and Communication Technology
GMC	Gandhinagar Municipal Corporation
OEM	Original Equipment Manufacturer
PRO	Public Relation Office
RFP	Request for Proposal
SLA	Service Level Agreement
TCO	Total Cost of Ownership
T.O.	Technical Offer
ULB	Urban Local Body

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3. E-Tender Notice

ઈ - ટેન્ડરીંગ જાહેર નિવેદન

વર્ષ ૨૦૨૫-૨૬

ગાંધીનગર મહાનગરપાલિકા

પંડિત દીનદયાલ ભવન, ફાયર સ્ટેશન બિલ્ડિંગની પાછળ, સેક્ટર- ૧૭, ગાંધીનગર
ફોન નંબર ૦૭૯ ૨૩૨ ૮૪૧૫૦, ફેક્સ: ૨૩૨ ૨૧૪૧૯,ઈમેલ: ictoff-gmc-gnr@gujarat.gov.in

ગાંધીનગર મહાનગરપાલિકા દ્વારા નીચે દર્શાવેલ ટેન્ડર મુજબના કરવાના કામે પ્રતિષ્ઠિત એજન્સીઓ પાસેથી ઠરાવેલ ઈ - ટેન્ડરોમાં ભાવો મંગાવવામાં આવે છે.

ટે . નં .	કામનું નામ	ટેન્ડર ફી.	ઈ.એમ.ડી
૯૩/૨૦૨૫-૨૬	Selection of Agency for Design, Development, Operation, Maintenance support of Software Applications for Gandhinagar Municipal Corporation	રૂ. ૫,૬૦૦ /-	રૂ. ૨,૯૧,૦૦૦/-

ટેન્ડર ફોર્મ તા. ૨૪/૦૮/૨૫ સમય ૧૦:૩૦ કલાક થી તા ૧૪/૧૦/૨૦૨૫ સમય ૬:૦૦ કલાક સુધી ઓનલાઈન વેબ સાઈટ (<https://tender.nprocure.com>) પરથી ડાઉનલોડ કરી ઓનલાઈન ભરી શકાશે. પ્રી-બિડ સંબંધિત પ્રશ્નો તા. ૦૪/૧૦/૨૦૨૫ સમય બપોરે ૧૨:૦૦ કલાક સુધીમાં સબમિટ કરવાના રહેશે. પ્રી બીડ મિટિંગ તા .૦૪/૧૦/૨૦૨૫ ના રોજ બપોરે ૧૨:૦૦ કલાકે રહેશે.

ટેન્ડર બીડના જરૂરી આધાર માટેના બધાં ડોક્યુમેન્ટ ઓનલાઈન ઇલેક્ટ્રોનિક ફોરમેટમાં સ્કેન કરી <https://tender.nprocure.com> પર તા .૧૪/૧૦/૨૦૨૫ સમય સાંજે ૬:૦૦ કલાક સુધીમાં સબમિટ કરવાના રહેશે. ટેકનિકલ બીડ, ટેન્ડર ફી તથા ઈ.એમ.ડી Gandhinagar Municipal Corporation ના નામે તા . ૨૮/૧૦/૨૦૨૫સમય સાંજે ૬:૦૦ કલાક સુધીમાં કચેરીએ રજિસ્ટર્ડ પોસ્ટ / સ્પીડ પોસ્ટ /ફિઝિકલ હેન્ડ ડિલિવરી થી મોકલવાના રહેશે તે પ્રમાણે જ ઓફરો મળેલ હશે તે જ ખોલવામાં આવશે.

સ્થળ : ગાંધીનગર

સહી
મ્યુનિસિપલ કમિશનર
ગાંધીનગર મહાનગરપાલિકા

4. Data Sheet

Name of the Organization	Gandhinagar Municipal Corporation
Tender Document No	93/2025-26
Name of Work	Selection of Agency for Design, Development, Operation, Maintenance support of Software Applications for Gandhinagar Municipal Corporation
EMD and Tender Fee in the Name of:	Gandhinagar Municipal Corporation
Tender Fee in the form of	Demand Draft or Banker's Cheque
EMD in the form of	Demand Draft/Bank Guarantee of any Nationalized/Scheduled. Must be valid for at least 45 days beyond the original validity period for the bid. No exemption for submitting the EMD will be given to any agency. Bid security in any other form will not be entertained. Without the EMD the bids will be taken as incomplete and non-responsive and shall not be considered.
Tender Fee (non refundable) amount	Rs. 5900/- (with 18% gst) in the form of demand draft / banker's cheque in name of Gandhinagar Municipal Corporation. Payable at Gandhinagar
Earnest Money Deposit amount	Rs. 2,91,000/- (3% of tender value) in the form of demand draft / banker's cheque / Bank Guarantee in name of Gandhinagar Municipal Corporation. Payable at Gandhinagar
Start Date for Downloading Tender document	24/09/2025
Last date and time of receiving pre-bid queries by GMC on email ictoff-gmc-gnr@gujarat.gov.in	04/10/2025
Date, Time and Venue of Pre Bid Meeting	04/10/2025, 3 rd floor, gandhinagar municipal corporation sector-17,
Last Date of submission of Technical bid & Commercial bid (Online) on nprocure	14/10/2025
Date for submission of EMD, Tender Fee & Other Documents during office hours by RPAD / SPEED POST ONLY (COURIER NOT ALLOWED)	28/10/2025
Online Opening of Technical Bid If Possible	04/11/2025
Presentation by bidders	Will be intimated later
Online Opening of Commercial Bid	Will be intimated later

Place of Opening of Bids	ICT Department, 1st Floor Gandhinagar Municipal Corporation Registered Address: Pandit Deendayal Bhavan, Behind Fire Station, Sector-17, Gandhinagar, (Gujarat) Pin-382016
Validity	180 Days from the date of opening of the Tender
Performance Security	5% of the Total Contract Value. To be submitted by Selected Bidder within fifteen (15) working days from the date of issuance of WO
Contact Persons for queries	System analyst: 7874429047 Edp manager 9924493921
Addressee and Address at which proposal in response to RFP notice is to be submitted:	The Municipal Commissioner, Gandhinagar Municipal Corporation, Pandit Deendayal Bhavan, Behind Fire Station, Sector-17, Gandhinagar, Gujarat
Bid validity	180 days
Consortium	Not allowed
Contract duration	18 weeks for CAPEX 5 Years for Operations and Maintenance. O&M will start from Date of Go Live
Method of Selection	Quality and Cost Based Selection QCBS (70% weightage for Technical and 30% weightage for Financial)

5. Introduction

5.1 About Gandhinagar City

Gandhinagar lies on the west bank of the Sabarmati River and represents the spacious, well-organized look of a well-planned and an architecturally integrated city. The new capital city was planned by Chief Architect H.K. Mewada, educated at Cornell University, and his assistant Prakash M Apte. The city is divided into 30 sectors. Each sector has its own shopping and community center, primary school, health center, government and private housing apart from which there is a for wide open green parks, extensive plantation and a large recreational area along the river giving the city a lush green garden-city atmosphere. The city limits were recently extended basis notification vide KV/48 of 2020/GMC1902020/928/P of dated 18th June 2020, issued by Urban Development and Urban Housing Department, Government of Gujarat. The extension has resulted into bringing about 168 sq km of additional area and 1.2 Lakh of additional population under Gandhinagar Municipal Corporation's (GMC) coverage and jurisdiction.

5.2 About Gandhinagar Municipal Corporation

Gandhinagar Municipal Corporation (GMC) is the governing body responsible for the administration and development of Gandhinagar, the capital city of Gujarat, India. Established to enhance the city's infrastructure and provide essential civic services, GMC oversees a wide range of public amenities including sanitation, public health, road maintenance, water supply, and urban planning.

Committed to the sustainable growth and modernization of the city, GMC actively engages in implementing smart city initiatives, improving urban infrastructure, and enhancing the quality of life for its citizens. It plays a crucial role in maintaining Gandhinagar as a model urban center by integrating modern technology and innovative solutions in its services.

The corporation collaborates with various stakeholders to ensure the efficient delivery of public services and to meet the evolving needs of the city's residents. GMC is also involved in various development projects, including surveillance and safety systems, public transport improvements, and environmental sustainability efforts.

6. Project Objectives

The objective of developing a comprehensive core solution for the e-governance software application for Gandhinagar Municipal Corporation is to enhance the efficiency and effectiveness of municipal services. This initiative aims to ensure seamless operations and improved service delivery to citizens, administrators, and councilors by focusing on the following key aspects:

Enhancing Service Delivery Mechanism – Implementing advanced digital solutions to streamline processes, reduce turnaround time, and provide a user-friendly experience for citizens seeking municipal services.

Optimizing Internal Operations – Strengthening the internal workflow by integrating automated processes, ensuring better coordination among departments, and improving decision-making through real-time data access.

Ensuring Better Information Management and Transparency – Establishing a robust information management framework to enable data-driven governance, increase transparency, and facilitate easy access to relevant municipal records for all stakeholders.

GMC currently has an online Tax Collection Portal which enables citizens to pay property tax, professional tax and vehicle tax online through secured payment gateway. The portal provides reports and details related to tax collections, outstanding payments etc.

GMC wants to onboard an agency to design, develop, operate and maintain the following softwares / applications / solutions through a competitive bidding process as per terms and conditions set out in this RFP. GMC also has an existing Financial Accounting Management

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System (FAMS) which is used for overall monitoring & Financial and Accounting aspects of GMC. Animal Registration (Cattle registration) module is also available with GMC.

- HRMS (Human Resource Management System)
- Financial Accounting Management System
- Online Hall Booking Management System
- Online Pets / Dogs registration system

For further details related to the above mentioned softwares / applications / solutions kindly refer to the **Scope of Work** under this RFP.

This comprehensive approach will contribute to the overall digital transformation of the municipality, leading to improved governance and better public service outcomes.

6.1 Existing Network

At GMC, GSWAN as well as private internet connection (Jio, GTPL, BSNL etc) is being used for internet access. All computers within GMC Office Building are connected with LAN.

6.2 Existing Hardware/Software for E-governance solution

The selected bidder, will have to take the necessary details related to existing network / hardware / software, from concerned officials, during the requirement gathering phase.

7. Instruction to Bidders

GMC, invites reputed and eligible IT Firms to submit their technical and financial proposals for the project of Selection of Agency for Design, Development, Operation, Maintenance support of Software Applications for Gandhinagar Municipal Corporation, in accordance with conditions and manner prescribed in this Request for Proposal (RFP) document.

Bidder should study and assess the Guidelines for bidders on using eProcurement System Govt. of Gujarat available at <https://tender.nprocure.com/>.

Note:

References to “Vendor”, “bidder”, “Bidder”, “agency” “Selected Bidder” etc. in this RFP document shall be construed to refer to the Bidder itself.

References to “Client”, “GMC”, “purchaser”, “buyer”, “customer”, etc. in this RFP document shall be construed to refer to GMC (i.e. Gandhinagar Municipal Corporation)

These conditions will over-rule the conditions stated in the tender document(s), wherever relevant and applicable.

7.1 Vendor / Bidder Registration on the e-Procurement System:

All the Users / Bidders (Manufacturers / Contractors / Suppliers / Vendors / Distributors etc.) registered with and intending to participate in the Tenders of various Govt. Departments / Agencies / Corporations / Boards / Undertakings under Govt. of Gujarat processed using the Integrated e-Procurement System are required to get registered on the centralized portal <https://tender.nprocure.com/>.

The non-registered users / bidders who are also eligible to participate in the tenders floated using the e-Procurement system are also required to be registered online on the e-Procurement system.

Vendors are advised to complete their online enrolment / registration process on the portal well in advance to avoid last minute hassle, it is suggested to complete enrolment at least four days before the last date of bid submission date, failing which may result in non-submission of bids on time for which vendor/end user shall be solely responsible. Vendors are required to pay online registration / enrolment fee as applicable for one time and renewal fee.

7.2 Digital Certificates

The bids submitted online must be signed digitally with a valid Class II / Class III Digital Signature Certificate to establish the identity of the bidders submitting the bids online. The bidders may obtain pair of Encryption & Signing Class II / Class III Digital Certificate issued

by an approved Certifying Authority (CA) authorized by the Controller of Certifying Authorities (CCA), Government of India.

Note: It may take upto 7 to 10 working days for issuance of Class-II / Class-III Digital

Certificate, Therefore the bidders are advised to obtain it at the earliest. It is compulsory to possess a valid Class-II / Class-III Digital Certificate while registering online on the above-mentioned e-Procurement portal. A Digital Certificate once mapped to an account / registration cannot be remapped with any other account / registration however it may be inactivated / deactivated.

Important Note: bid under preparation / creation for a particular tender may only be submitted using the same digital certificate that is used for encryption to encrypt the bid data during the bid preparation / creation / responding stage. However bidder may prepare / create and submit a fresh bid using his/her another / reissued / renewed Digital Certificate only within the stipulated date and time as specified in the tender.

In case, during the process of a particular bid preparation / responding for a tender, the bidder loses his/her Digital Certificate because of any reason they may not be able to submit the same bid under preparation online; Hence the bidders are advised to keep their Digital Certificates secure to be used whenever required and comply with IT Act 2000 & its amendments and CVC guidelines.

The digital certificate issued to the authorized user of an individual / partnership firm / private limited company / public limited company / joint venture and used for online bidding will be considered as equivalent to a no-objection certificate / power of attorney to the user.

Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the organization / firm for online tenders as per Information Technology Act 2000. This authorized user will be required to obtain a valid Class-II / Class-III Digital Certificate. The Digital Signature executed through the use of Digital Certificate of this authorized user will be binding on the organization / firm. It shall be the responsibility of management / partners of the concerned organization / firm to inform the Certifying Authority, if the authorized user changes, and apply for a fresh digital certificate for the new authorized user.

7.3 Online Payments

Payment of Tender fee/Bid Fee and EMD: The tender fees/Bid Fee has to be paid in DD/ banker's Cheque and EMD has to be paid in DD/ banker's Cheque/BG as defined in this RFP and upload the scan copy of the same in procurement site during bid submission. The original copy of the Tender fee and EMD has to be submitted to GMC before last date/time of bid submission, please refer the link on the procurement portal <https://tender.nprocure.com/>. Amount and mode of payments are mentioned in the RFP.

7.4 Set

In order to operate on the e-Procurement system for a bidder / user, the computer system / desktop / laptop of the bidder is required to have Java ver. 765 , Internet explorer 9 / 11 , latest Mozilla firefox with IE Tab V2 (Enhanced IE Tab) or any other latest browser. A detailed step by step document on the same is available on the home page. Also internet connectivity should be minimum one MBPS.

7.5 Publishing of Notice Inviting Tender (N.I.T)

For the tenders processed using the e-Procurement system, only a brief advertisement notice related to the tender shall be published in the newspapers and the detailed notice shall be published only on the e-Procurement system. Bidders can view the detailed notice, tender document and the activity time schedule for all the tenders processed using the e-Procurement system on the portal <https://tender.nprocure.com/>

The bidders are strictly advised to follow the tender time for their side for tasks / activities and responsibilities to participate in the tender, as all the activities / tasks of each tender are locked before the start time & date and after the end time & date for the relevant activity of the tender as set by the concerned department official.

7.6 Downloading the tender document(s)

The tender document and supporting document(s) if any can be downloaded only online. The tender document(s) will be available for download to concerned bidders after online publishing of the tender and up to the stipulated date & time as set in the tender.

7.7 Submit online bids

Bidders have to submit their bid online on nprocure portal (<https://tender.nprocure.com>) after successful filling of forms within the specified date and time as set in the tender.

The encrypted bid data of only those bidders who have submitted their bids within the stipulated date & time will be accepted by the e-Procurement system. It is expected that the bidder completes his bid and submit within timeline, a bidder who has not submitted his bid within the stipulated date & time will not be available during opening.

Size of Bid documents uploaded during bid preparation should be as per requirements of nprocure portal.

7.8 Cost of Bidding

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

7.9 Completeness of the RFP

Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of its Proposal. The bidder shall complete and submit all necessary formats and annexures as laid out in the RFP.

The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers pursuant to this RFP (the "Bid"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the client in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the client, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

The client also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any bidder upon the statements contained in this RFP.

The client may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that client is bound to select a bidder or to appoint the successful bidder, as the case may be, for providing digitization services; and the client reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

7.10 Applicable Law

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

7.11 Clarifications related to Bidding Document

The client will host a pre-bid meeting for queries (if any) by the prospective bidders. The date, time and place of the meeting are given in Data Sheet. The representatives of the bidders may attend the pre-bid meeting at their own cost. The purpose of the pre-bid meeting is to provide a forum to the bidders to clarify their doubts/seek clarification or additional information, necessary for them to submit their bid.

All queries from the bidders relating to this RFP must be submitted to the client. These queries should also be emailed to ictoff-gmc-gnr@gujarat.gov.in strictly within the timeline mentioned in the data sheet in editable format. The queries should necessarily be submitted in the following format:

Sr. No.	RFP Section No.	RFP Clause No.	Reference/Subject	Clarification Sought

(scanned images to be avoided)

Queries submitted post the mentioned deadline or which do not adhere to the above-mentioned format may not be responded to. All the responses to the queries (clarifications/corrigendum/notifications) shall be made available on (n)Procure (<https://tender.nprocure.com/>). Any such corrigendum shall be deemed to be incorporated into this RFP. In case of any such amendment, the bid submission date may be extended at the discretion of Authority.

Authority shall endeavor to provide timely response to all queries. However, Authority makes no representation or warranty as to the completeness or accuracy of any response made in good faith. Authority does not undertake to answer all the queries that have been posed by the bidders.

GMC will not be responsible for ensuring that response to the bidders' queries have been received by them.

7.12 Amendment of RFP Document

- a. At any time before the deadline for submission of bids, the client, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by an amendment.
- b. The bidders are advised to visit the (n)Procure website (<https://tender.nprocure.com/>) on regular basis for checking necessary updates. The client also reserves the rights to amend the dates mentioned in this RFP for bid process at its own discretion.

- c. In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the client may, at its discretion, extend the last date for the receipt of bids.
- d. GMC will not be responsible for ensuring that the said amendment of the RFP document have been received by bidders.

7.13 Conflict of Interest

- A “Conflict of Interest” is any situation that might cause an impartial observer to reasonably question whether bidder’s actions are influenced by considerations of your firm’s interest at the cost of Government. The bidder agrees that it shall hold the client’s interest paramount, without any consideration for future work, and strictly avoid any Conflict of Interest with other assignments of a similar nature. In the event the bidder foresees a Conflict of Interest, the bidder shall notify the client forthwith and seek its approval prior to entering into any arrangement with a third party which is likely to create a Conflict of Interest.
- Bidders shall not have a conflict of interest that may affect the Selection Process or the scope (the “Conflict of Interest”). Any bidder found to have a Conflict of Interest shall be disqualified.
- Client requires that the bidder provides professional, objective, and impartial advice and at all times hold the client’s interest’s paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work.
- The bidder shall disclose to client in writing, all actual and potential Conflicts of Interest that exist, arise or may arise (either for the bidder or its team) during the term of the Agreement as soon as it becomes aware of such a conflict.

7.14 The Clients' Rights to Terminate the Process

The client may terminate the RFP process at any time and without assigning any reason. The client makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by the client. The bidder's participation in this process may result in client selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the client to execute a contract or to continue negotiations. The client may terminate negotiations at any time without assigning any reason.

7.15 Submission of Earnest Money Deposit and Tender Fee/Bid Fee

The bidders shall submit their **Earnest Money Deposit (annexure-4)** and bid fee either as in usual physically sealed Earnest Money Deposit/Bid Fee envelope and the same should

reach the concerned office. Bidders also have to upload scanned copy of Earnest Money Deposit/Bid Fee instrument along with the reference details online.

Bid Fee/Tender Fee submitted is non-refundable.

For Unsuccessful bidders: The EMD of all unsuccessful bidders would be refunded without interest by Authority on finalization of the bid in all respects with the successful bidder.

For Successful bidders: The EMD, for the amount mentioned above, of successful bidder would be returned without interest upon submission of Performance Bank Guarantee by the successful bidder.

In case bid is submitted without the EMD and Tender Fee then Authority reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.

The EMD shall be forfeited in any of the following circumstances:

- If a Bidder withdraws their bid or increases their quoted prices during the period of bid validity or its extended period, if any;
- If the offer is modified or varied in a manner not acceptable to the Authority after opening of the proposals during the bid validity period or any extension thereof
- If the applicant is found to have conflict of interest
- If the first ranked bidder withdraws his proposal during negotiations
- In the case of a successful bidder: if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time
- During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- During the bid process if any information found wrong / manipulated / hidden in the bid.

7.16 Sub-Contracting

The bidder would not be allowed to sub-contract work.

7.17 Fraud and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, Authority shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed

genuine pre- estimated compensation and damages payable to Authority for, inter alia, time, cost and effort of Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Bid.

Without prejudice to the rights of Authority under Clause above and the rights and remedies which Authority may have under the LOI or the Agreement, if a Bidder is found by Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such **Bidder shall not be eligible to participate in any tender or RFP issued by Authority during a period of 3 years from the date such Bidder is found by Authority to have directly or through an agent, engaged or indulged in any Prohibited Practices.**

For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

“corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of Authority in relation to any matter concerning the Project;

“Fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

“Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

“Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

“Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

7.18 Right to vary quantity

- At the time of award of contract or during the contract period, the quantity of works or services originally specified in the bidding documents may be increased. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.
- If the Authority does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.
- Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding document, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionally increased subject to approval of authority.

7.19 General

While every effort has been made to provide comprehensive and accurate background information, requirements and envisaged solution(s) specifications, Bidders must form their own conclusions about the solution(s) needed to meet the Authority’s requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.

All information supplied by Bidders as part of their bids in response to this RFP, may be treated as contractually binding on the Bidders, on successful award of the assignment by the Authority on the basis of this RFP.

No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of Authority. Any notification of preferred bidder status by Authority shall not give rise to any enforceable rights by the Bidder. Authority may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of Authority.

7.20 Preparation and submission of Proposal

Proposals from bidders must be accompanied with a cover letter as per Annexure-2

7.21 Language of Bids

The bids uploaded by the bidder and all correspondence and documents relating to the bids exchanged by the bidder and the client, shall be written in English language, provided that any printed literature furnished by the bidder in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidder.

7.22 Proposal currency

Prices shall be expressed in Indian Rupees only.

7.23 Bid Validity period

- Bids shall be valid for 180 days after the date of bid opening prescribed by GMC. A bid valid for shorter period shall be rejected by GMC as non-responsive.
- In exceptional circumstances, GMC 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. A bidder may refuse the request without forfeiting his EMD. A bidder granting the request will not be permitted to modify its bid.

7.24 Bid Submission Format and signing of proposal

The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Proposals that are received in the required formats and complete in all respects. The Bidder shall prepare and submit the Technical Bid (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) along with the EMD and Bid Fee as mentioned in data sheet.

The commercial Bid and Technical proposal must be submitted online. In case, the commercial Bid is submitted physically which leads to revelation of prices before the due date of opening of the commercial Bid, the bid will be disqualified.

The Technical Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, preferably in blue ink and the signature of the authorized signatory (shall bind the Bidder to the contract. In case of printed and published documents, all pages shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. Each page of the Proposal must be numbered at the right-hand top corner and all pages shall be initialed.

The Proposal must be properly signed by the authorized signatory (the "Authorized Signatory") as the Bidder holding the **Power of Attorney (annexure-1)**. If possible, such

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Power of Attorney shall be supported by a Board Resolution in favor of the person vesting power to the person signing the Bid.

Note: The technical proposal will have to be submitted online on <https://tender.nprocure.com/> and also submitted in physical form.

7.25 Proposal submission format, sealing and marking of proposals

Bidders are required to submit their EMD, bid fees and bids in separate sealed envelopes as per instructions given below:

Part 1: Bid Fee / Tender Fee and EMD as mentioned in Data Sheet in “Envelope 1” super scribed with Tender No, Due Date and RFP Name – “Selection of Agency for Design, Development, Operation, Maintenance support of Software Applications for Gandhinagar Municipal Corporation”.

The proposal shall also consist with all supporting documents. Part 2: Technical Bid with complete details as mentioned in RFP in “Envelope 2” super scribed with Tender No, Due Date and RFP Name – “Selection of Agency for Design, Development, Operation, Maintenance support of Software Applications for Gandhinagar Municipal Corporation”. The proposal shall also consist with all supporting documents, signed RFP copy, signed Addendum & signed Corrigendum, if any.

The large envelope/outer envelope containing above envelopes must be sealed and super-scribed and shall be sent as under:

Details to be mentioned exactly on sealed envelop	
<u>Tender Details</u> <ul style="list-style-type: none">• RFP No:• Bid for Selection of Agency for Design, Development, Operation, Maintenance support of Software Applications for Gandhinagar Municipal Corporation• Deadline for bid submission: <<DD MMM YYYY>> _____ hrs	<p>To, The Municipal Commissioner Gandhinagar Municipal Corporation Bid Reference No: _____ Date: _____ Gandhinagar Municipal Corporation Registered Address: Pandit Deendayal Bhavan, Behind Fire Station, Sector-17, Gandhinagar, (Gujarat) Pin-382016 Phone No. 079 232 84150, Fax: 232 21419,</p> <p>From Address with name, mobile number and email id</p>

- The physical copy of Technical Bid, Tender Fee and EMD must be sent strictly through Postal Speed Post/Registered Post AD so as to reach on or before date mentioned. Client won't be responsible for postal delays.
- Client will not accept submission of a proposal in any manner other than that specified in the document. Proposals submitted in any other manner shall be treated as invalid and rejected.
- If the envelopes are not sealed and marked as instructed above, the client assumes no responsibility for the misplacement or premature opening of the contents of the application and consequent losses, if any suffered by the bidder.
- Each bidder shall submit only one proposal containing documents as below. A bidder who submits more than one proposal under this contract will be disqualified.
- The large envelope should contain:
 - Original copy of the Tender Fee and EMD
 - Pre-qualification criteria related documents
 - Technical Proposal related documents
 - Signed RFP Copy
 - Signed Addenda & Corrigendum (if applicable)
- The bidder shall prepare original set of the Application (together with originals /copies of documents required to be submitted along therewith pursuant to this document) and bidder should also submit it online. **In the event of any discrepancy between the original and the soft copy, the soft copy shall prevail.**
- Each page of the above should bear the initials of the Applicant along with the seal of the Applicant in token of confirmation of having understood the contents.
- Pre-qualification and Technical Proposal should be signed by an authorized person of the bidder.
- The commercial Bid must be submitted online on (n)Procure website <https://tender.nprocure.com/>. It should not be sent physically, if submitted physically the bid shall be rejected.
- The Pre-qualification Proposal should be submitted along with a certified true copy of a board resolution/power of attorney empowering authorized signatory to sign/act/execute documents binding the bidder organization to the terms and conditions detailed in this proposal.
- Proposals must be direct, concise, and complete. Client will evaluate bidder's proposal based on its clarity and completeness of its response to the requirements of the project as outlined in this RFP. The client reserves the right to accept or reject any or all the proposals without assigning any reason.

7.26 Late Proposals

- Proposals not reaching to the Authority on or before the specified time limit on the Proposal Due Date will not be accepted.

- Authority shall not be responsible for any postal delay or non-receipt/ non-delivery of any documents.

7.27 Taxes

The prices mentioned in the commercial Bid should include all applicable taxes including GST. Any deviations due to change in the rate of taxes and duties or any introduction of new taxes and duties would be bear by the Bidder and the client shall not pay any additional amount for such tax rate deviation. The client shall be entitled to deduct tax at source or any other taxes/cess as may be applicable.

7.28 Modification and withdrawal of proposal

The bidder may withdraw or modify its bid before the last date of submission of bids as prescribed by GMC. Bids cannot be modified after the deadline for submission of bids.

Proposal once filled in, submitted shall not be allowed to be withdrawn till the validity of the bid remains in force or else the Earnest Money Deposit shall be liable for forfeiture.

Any alteration/ modification in the Proposal or additional information supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

Bidders cannot put condition/s of any kind in the Technical Bid. Conditional bids will be treated as non-responsive and rejected.

7.29 Non-Conforming bids

A bid may be construed as a non-conforming bid and ineligible for consideration:

- If it does not comply with the requirements of this RFP.
- If a bid does not follow the format requested in this RFP or does not appear to address the particular requirements of the solution / scope of work

7.30 Other Important Notes for bidders:

Authority reserves the right to reject in full or part, any or all bids without assigning any reason thereof. Authority reserves the right to assess the Bidder's capabilities and capacity. The decision of Authority shall be final and binding.

Bid should be free of over writing. All correction or addition must be clearly written both in words and figures.

In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature submitted along with the Bid, Authority reserves the right to reject the Bid and forfeit the EMD.

GMC may at its sole discretion, waive any minor informality or non-conformity or irregularity in a Bid Document, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative evaluation of any other Bidder.

If there is any discrepancy in the commercial bid, it will be dealt as per the following:

- If, in the price structure quoted for the required services/works, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
- If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- If there is a discrepancy between words and figures, the amount in words shall prevail.
- If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of Authority, the bid is liable to be disqualified.

7.31 Site Visit

The Bidder may wish to visit project site and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.

The Authority will arrange for the Bidder and any of its personnel or agents to gain access to the relevant site or sites, provided that the Bidder gives the Authority adequate notice of a proposed visit of at five (5) days. Failure of a Bidder to make a site visit will not be a cause for its disqualification.

No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.

7.32 Disqualification

The bid is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:

- During validity of the bid, or its extended period, if any, the bidder changes its quoted prices.
- The bidder's bid is conditional and has deviations from the terms and conditions of RFP.
- Bid is received in incomplete form.
- Bid is not accompanied by all the requisite documents.

- Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- Financial bid is enclosed with the same document as technical bid.
- Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
- In case any one party submits multiple bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional bids/bidders are withdrawn upon notice immediately
- If any of the Lead Bidder is also partner in any other bid, then all the affected bids shall be disqualified.
- Bids without EMD and Tender fee will be disqualified

8. Opening of Bids

The Bids shall be opened by Authority in presence of those Bidders or their representatives who may choose to be present at the time of opening. The attendees are required to sign a register of attendance whenever they visit GMC.

The representatives of the bidders should be advised to carry the identity card or a letter of authority from the bidder firms to identify that they are bona fide representatives of the bidder firm, for attending the opening of bid. There will be three bid-opening events

- Tender fees & EMD
- Pre-qualification and Technical bid
- Set 3 Commercial bid

In case the bidder has not submitted Tender Fee and EMD as per RFP terms and conditions then the bid will be rejected and no further scrutiny/evaluation of pre-qualification criteria and technical evaluation will be carried out. The date and time for opening of Technical & Commercial bid would be communicated to the qualified bidders. The Technical Bids of only those bidders will be opened who clear the Pre-qualification stage. The Commercial Bids of only those bidders will be opened who score equal to or more than 70% in Technical Evaluation.

8.1 Preliminary Examination of Bids

Authority shall examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be nonresponsive for any reason or not meeting any criteria specified in the RFP, shall be rejected by Authority and shall not be included for further consideration.

Initial Bid scrutiny shall be held, and bids will be treated as non-responsive, if bids are:

- Not submitted in format as specified in the RFP document
- Received without the Letter of Authorization (Power of Attorney as per annexure-1)
- With incomplete information, subjective, conditional offers and partial offers submitted
- Submitted without the documents requested
- Non-compliant to any of the clauses mentioned in the RFP
- With lesser validity period

8.2 Bids Found with suppression of details / Clarification of Bids

During the bid evaluation, Authority may, at its discretion, ask the Bidder for any clarification(s) of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

9. Evaluation Process

- The bidder must possess the technical know-how and the financial wherewithal that would be required to successfully provide the services sought by the client, for the entire period of the contract. The bidder's bid must be complete in all respect, conform to all the requirements, terms and conditions and specifications as stipulated in the RFP document.
- The evaluation process of the RFP proposed to be adopted by the client is indicated under this clause. The purpose of this clause is only to provide the bidder an idea of evaluation process that the client may adopt. However, client reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the bidder of any such change.
- The client shall appoint an Evaluation Committee to scrutinize and evaluate the Technical and Commercial Bids received. The evaluation committee will examine the bids to determine whether they are complete, compliant, and responsive and whether the bid format confirms to the RFP requirements.
- The client may waive any informality or nonconformity in a bid which does not constitute a material deviation according to the client.
- All the documents of technical bid that are submitted online, only those documents will be considered for evaluation. If any document is found missing online, the same will not be considered in hard copy. However, the client may ask for supporting documents in hard copy.
- The decision of the Tender Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with

the Committee. The Tender Evaluation Committee may ask for meetings or presentation with the Bidders to seek clarifications or conformations on their bids.

- Technical bids for those bidders who don't pre-qualify will not be opened. Financial bid will not be opened for those bidders, who don't qualify the technical evaluation.
- There should be no mention of bid prices in any part of the bid other than the Commercial bids.

9.1 Pre-qualification Criteria

After successful verification of Tender Fee and EMD submissions, Technical Bids of all bidders will be opened online. In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified. The bidders must submit all necessary documentary evidences in its bid response. The pre-qualification criteria is as follows:

Sr. No.	Criteria	Documents to be submitted
1	The Sole Bidder Should be: Registered under the Companies Act 1956/2013 and subsequent amendments in India Should have history of continuous operation in India for last 5 years or more calculated from date of publication of this RFP Bidder should be a legal entity duly registered to do business in India.	1. Copy of Certification of Incorporation / Registration Certificate 2. PAN Card 3. GST Certificate 4. Certificate for "Change in The Name", if applicable
2	The Bidder must have a minimum average annual turnover of at least Rs. 3 Crores for the Financial Years 2021-22, 2022-23 and 2023-24 along with a positive net worth as on 31st Mar 2024	Audited and Certified Balance Sheet and Profit/Loss Account for the mentioned Three Financial Years should be enclosed. CA Certificate be enclosed to be submitted as proof as per annexure-10
3	Bidder should be an established Information Technology Company/ Software Company / IT System Integrator and should have been engaged in IT projects/solutions (software development) business for a period of at least 03 years or more calculated from date of publication of this RFP under which the Bidder should have worked with State Government Departments / Departments under Government of India / ULBs (Bidders experience as a consortium will not be considered)	1. Work Orders / Lols / Contract Agreements 2. Completion Certificates 3. Citation as per annexure - 14

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Sr. No.	Criteria	Documents to be submitted
4	<p>The bidder should have completed at least one successful project of similar nature as per this bidding project in the last 5 years from the date of publication of this RFP with a minimum project cost of Rs. 75 lakhs. (Bidders experience as a consortium will not be considered)</p> <p>Note: The submitted project must have CAPEX components and OPEX component. Projects where CAPEX is completed and with minimum 1 years O&M completed will only be considered.</p>	<p>1. Work Order / Lol / Contract Agreement 2. Completion Certificate 3. Citation as per annexure - 14</p>
5	The sole bidder should not be blacklisted by any Central / State Government Department or Central/State Public Sector Units (PSUs) in India as on the bid submission date	Undertaking by the authorized signatory of bidder as per format given in Annexure Declaration on Non-Blacklisting (Rs. 300 stamp paper notarized) Annexure 11
6	<p>Litigation History The sole bidder should provide accurate information on any litigation or arbitration resulting from contracts completed or under execution by him over the last five years. A consistent history of awards against the Applicant or any partner of a joint venture may result in failure of the applicant.</p>	Litigation History format is also given in Annexure-13
7	Sole Bidder/Lead bidder should establish Project office within 45 days of issuance of Lol in Ahmedabad/Gandhinagar if not established earlier	Undertaking to open Office in Ahmedabad / Gandhinagar Or Copies of any two of the followings (latest copy): Property Tax / Electricity / Telephone Bill /GST Registration /Lease agreement. Annexure - 19
8	Bidder should not have withdrawn from similar government projects or should not have any contract termination from similar project with Government entities (state Govt / Central Govt / ULBs) in the last 3 years calculated from date of publication of this RFP	Non – Termination Certificate Certificate signed by authorized signatory as per Annexure -6
9	Bidder should not have violated / infringement of any Indian or foreign trademark, patent, registered design or other intellectual property rights.	Certificate / affidavit regarding non-violation / infringement of any Indian or foreign trademark, patent, registered design or other intellectual property rights as per annexure – 12
10	Submission of format for undertaking certified that the information furnished here in and as per the bid / documents / clarifications submitted is	As per annexure – 3

Sr. No.	Criteria	Documents to be submitted
	true and correct and nothing has been concealed or tampered with	
11	No Deviation Certificate	As per Annexure-7
12	Total Responsibility Certificate	As per Annexure-8
13	Affidavit	Annexure 16
14	Bidder Details	Annexure - 9

Technical evaluation of only those bidders who qualify and pass all of the above pre-qualification criteria along with submission of valid and acceptable evidences will be conducted.

9.2 Technical Evaluation Criteria

GMC will open all Technical Bids of those bidders who have submitted the EMD & Tender Fee as per GMC's conditions and bidders who have qualified as per the Pre-Qualification Criteria set in this section and submitted all necessary documents and proofs as per RFP and qualified as per technical qualification will only be called for further Tender Evaluation process as per following criteria. **Bidders who have not qualified the pre-qualification criteria as per section 7.24.1 will not be considered for further technical evaluation and their bids will be rejected.**

Sr No	Criteria	Documents to be submitted	Marking Criteria	Marks obtainable on submission of relevant documents and verifiable proofs	Maximum Marks
1	The Bidder's average annual turnover in India should be at least 3 Crores for 3 financial years 2021-22, 2022-23 and 2023-24	Copies of balance sheets, Profit & Loss A/c Statements, Financial Reports for last three years as applicable	> Rs. 3.00 Crores to <= Rs. 6.00 Crores	5	15
			> Rs. 6.00 Crores to <= Rs. 10.00 Crores	10	
			> Rs. 10.00 Crores	15	
2	Average Annual Turnover from Bespoke Software Solutions for 3 financial years 2021-22, 2022-23 and 2023-24	Copies of balance sheets, Profit & Loss A/c Statements, Financial Reports for last three years as applicable	> Rs. 1.00 Crore to <= Rs. 1.50 Crores	5	15
			> Rs. 1.50 Crores to <= Rs. 2.00 Crores	10	
			> 2.00 Crores	15	

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Sr No	Criteria	Documents to be submitted	Marking Criteria	Marks obtainable on submission of relevant documents and verifiable proofs	Maximum Marks
3	<p>The bidder should have completed at least one successful project of similar nature as per this bidding project in the last 5 years from the date of publication of this RFP with a minimum project cost of Rs. 20 lakhs. (Bidders experience as a consortium will not be considered)</p> <p>Note: The submitted project must have CAPEX components and OPEX component. Projects where CAPEX is completed and with minimum 1 years O&M completed will only be considered.</p>	<p>Citation</p> <p>Copies of work orders and completion certificate of relevant projects. Any other relevant document to support the claim.</p>	1 > Projects to <= 2 Projects	5	15
			> 2 Projects to <= 3 Projects	10	
			> 3 Government Projects (at least 1 Project cost >50 lakhs)	15	
4	<p>Approach, Methodology and Work Plan proposed for the project (Technical PPT)</p> <p>Approach and Methodology must also form a part of technical bid response submitted by bidder on nprocure and hard copy</p>	<p>Approach, Methodology and Work Plan proposed for the project must be submitted as a part of the technical bid</p>	<p>Presentation on Approach Methodology and Proposed Solution</p> <p>Presentation of the proposed solution (with integrated components)</p> <ol style="list-style-type: none"> 1. Project Planning 2. Project delivery and implementation 3. Tools and Techniques 4. SLA adherence 5. Service Management 6. Operation and Maintenance 7. Training support 	40	55

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Sr No	Criteria	Documents to be submitted	Marking Criteria	Marks obtainable on submission of relevant documents and verifiable proofs	Maximum Marks
			Live Demo	15	
Total					100

Note: Technical bid qualification criteria: Bidders shall score at least 60 points in overall to qualify the commercial bid opening.

9.3 Financial Bid Evaluation

The Financial Bids of only the technically qualified bidders will be opened for evaluation. Each of the financial bids submitted shall be evaluated based on the total bid value submitted by the bidder.

10. Bid Evaluation Methodology

The selection of the successful bidder (L1 bidder) will be carried out through a combined evaluation of the Technical Bid and the Financial (Commercial) Bid, with a weightage assigned to each component.

Weightage Distribution

- Technical Bid: 70% of the total evaluation
- Financial Bid: 30% of the total evaluation

This means that technical quality will have a greater influence on the final score, while the financial offer will also be taken into account, but with relatively lesser weight.

10.1 Normalization of Technical Scores

To ensure fairness and comparability across bidders, the technical scores will be normalized using the following formula:

$$T_n = (T_b / T_{max}) \times 100$$

Where:

- T_n = Normalized Technical Score of a bidder
- T_b = Technical score obtained by the bidder (before normalization)
- T_{max} = Highest technical score obtained among all bidders

This formula ensures that the bidder with the highest technical score gets a normalized score of 100, and the other bidders' scores are adjusted proportionately.

10.2 Normalization of Financial Scores

Similarly, financial bids are normalized to ensure fair comparison, using the following formula:

$$F_n = (F_{min} / F_b) \times 100$$

Where:

- F_n = Normalized Financial Score of a bidder
- F_b = Financial bid value (quoted price) of the bidder
- F_{min} = Lowest financial bid value among all bidders

This formula ensures that the bidder with the lowest financial quote gets a normalized score of 100, and other bidders receive proportionately lower scores based on their higher prices.

10.3 Combined Score Calculation

Once both Technical (T_n) and Financial (F_n) scores are normalized, the final score for each bidder is calculated using the weightage distribution:

$$\text{Final Score} = (Tn \times 0.70) + (Fn \times 0.30)$$

10.4 Selection of H1 Bidder

- The bidder with the highest Final Score will be declared as the H1 bidder (successful bidder).
- This ensures a balanced evaluation, where both quality (technical strength) and cost-effectiveness (financial offer) are considered.

Additional Note related to approach and methodology:

- Apart from the points mentioned in the technical evaluation criteria under Approach and Methodology bidder must also cover
 - Proposed Solution
 - General Features of the System
 - Redundancy & scalability
 - Security
 - Technical features
 - Content Management
 - Disaster management & Data recovery
 - Quality Framework
 - SLA
 - Methodology & proposed quality plan
 - Performance management
 - Implementation Plan
 - Risk Management Plan
 - Value addition points from bidder's end
- All points related to approach and methodology in this RFP are indicative. Bidder is expected to cover as many points from its side.

The following points also need to be noted:

- Documentary evidence i) Citation, ii) work order / contract and, iii) work completion certificate issued by the client is required for all project experience.
- Important: Minimum absolute technical score to qualify for commercial evaluation is 60 marks out of total 100 marks.
- Experience will be considered only if the firm has participated as lead bidder.
- Authority (or a nominated party) reserves the right to check/validate the authenticity of the information provided in the Pre-qualification and Technical Evaluation criteria and the requisite support must be provided by the Bidder. Also, sub contracted projects will not be considered as part of the evaluation

10.4.1 Key personnel

Authority has identified certain key positions and minimum qualifications for each of the positions that should be part of project team of the bidder (hereby referred to as “key personnel”).

Key personnel shall remain available at the GMC location as and when required by GMC during the CAPEX period of the project until Go-Live for all modules is completed. During the OPEX phase, key personnel shall be available for regular review meetings and whenever their presence is requested by GMC.

Bidder shall ensure that each member of the Key Personnel devotes substantial working time as per the staffing schedule/ manpower plan to perform the services to which that person has been assigned as per the bid.

The Bidder shall inform the Authority in writing in case of any change in the composition of the Key Personnel during the term of the engagement, including instances where a member resigns, is terminated, is long-term disabled, is on permitted mandatory leave under Applicable Law, or retires.

Sr.	Person/s	Minimum Qualification
1.	Project Manager Cum System Administrator	<ul style="list-style-type: none">• BE/BTech/ME/MTech. in IT/Computers or MCA from UGC recognized university• 8 years overall full-time experience in IT/Software field• 5 years’ experience in the position of minimum Project Manager with similar or better responsibilities and having sound experience in handling team of software development/maintenance project with Govt. / ULB or any such big reputed Govt. or Private organization
2.	Database Administrator	<ul style="list-style-type: none">• BE/BTech/ME/MTech. in IT/Computers or MCA from UGC recognized university• 5 years overall full-time experience in IT/Software field• 3 years’ experience in the position of minimum Database Administrator with similar or better responsibilities
3.	Software Developer	<ul style="list-style-type: none">• BE/BTech/ME/MTech. in IT/Computers or MCA from UGC recognized university• 5 years overall full-time experience in IT/Software field• 2 years’ experience in the position of minimum Software Developer

Bidder shall provide adequate number of personnel, each responsible for a specific role within the project. Bidder shall provide clear definition of the role and responsibility of each

individual personnel. Bidder shall have a defined hierarchy and reporting structure for various teams that shall be part of the project.

However, Bidder shall independently estimate the teams size required to meet the requirements of Service Levels as specified as part of this tender. The bidder is expected to provide periodic reports (as required by the authority) on involvement of each team member (Full time and part time).

Any additional or support manpower based on the need of the project and completion of project milestones and meeting project SLAs shall be estimated and should be accounted for in the Commercial proposal by the selected bidder and deployed at bidder's own cost, so that, the project as per the scope defined and agreement are fulfilled and the project objectives are met. GMC will bear no additional cost over in such cases.

In case any proposed resource resigns, then the Bidder has to inform Authority within one week of such resignation.

Bidder shall promptly initiate a search for a replacement to ensure that the role of any member of the Key Personnel is not vacant at any point in time during the contract period, subject to reasonable extensions requested by Bidder to Authority.

The composition and size of the Key Personnel and project team shall be at the sole discretion of the Bidder. The Bidder may, from time to time, replace, reallocate, or modify the Key Personnel and overall team structure as per its internal evaluation, resourcing strategy, or operational requirements.

In case of any replacement of Key Personnel, the Bidder will ensure that suitably qualified and experienced resources are assigned to maintain continuity of services. The Bidder shall take all necessary steps internally to ensure smooth knowledge transfer and satisfactory performance under the contract.

The Authority shall be kept informed of such changes; however, no prior approval shall be required. Any decisions relating to human resource policies, compensation, benefits, or other conditions of employment shall remain the prerogative of the Bidder.

10.4.2 Commercial Evaluation

- The bidder has to ensure that their commercial bid contains reasonable unit rates of CAPEX items, OPEX items and manpower required for new development and software enhancements (payable only on utilization and approval of authority).
- GMC may identify abnormally higher / lower unit rates of line items and seek justifications from bidders on the same.
- It is recommended that Total Capital Price (CAPEX) quoted in the project should not exceed 60% of Total CAPEX + OPEX Price quoted in the commercial bid. In case the

bidder quotes higher figures (more than 60% of Total CAPEX + OPEX Price) towards CAPEX, the same shall be restricted to 60% while making payments towards CAPEX. Any value quoted towards CAPEX over and above 60% limit will be paid in equal quarterly installments during O&M phase along with quarterly payment for each quarter

- All the technically qualified bidders will be notified to participate in Commercial Bid opening process.
- The commercial bids for the technically qualified bidders shall then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.
- Commercial bids that are not as per the format provided in RFP shall be liable for rejection.
- The bid price shall include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- Only fixed price financial bids indicating total price (inclusive of taxes) for all services specified in this bid document shall be considered.
- Any conditional bid would be rejected.

10.4.3 Total Bid evaluation

The H1 bidder shall be invited for negotiations for awarding the contract. In case of a tie where two or more bidders achieve the same H1 score, the bidder with the higher Technical Score will be invited first for negotiations for awarding the contract.

10.5 Award of Contract

10.5.1 Notification of Award

Authority will notify the successful Bidder in writing by e-mail followed by courier. To be confirmed by the Bidder in writing by email followed by courier.

The bidder achieving H1 shall be invited for negotiations for awarding the contract. In case of a tie where two or more bidders achieve the same H1 score, the bidder with the higher Technical Score will be invited first for negotiations for awarding the contract.

10.5.2 Signing of Contract

After the notification of award, Authority will issue Work Order (WO) to the successful bidder. Accordingly, a contract agreement and Non Disclosure Agreement shall be signed between successful bidder and Authority or the agency designated by Authority. As an acceptance of

the WO, the Bidder shall sign and return back a duplicate copy of the Work Order to Authority or the agency designated by the Authority. The bidder shall return the duplicate copy along with a Performance Bank Guarantee (**as per details in subsequent section**) within 15 working days from the date of issuance of WO

On receipt of the Performance Bank Guarantee, Authority or the agency designated by Authority shall enter into a contract with the successful bidder. The Contract Agreement is provided in RFP as annexure 17 and NDA is provided in Annexure 18.

10.5.3 Performance Bank Guarantee

Within fifteen (15) working days from the date of issuance of WO, the successful Bidder shall at his own expense submit unconditional and irrevocable **Performance Bank Guarantee (PBG) as per Annexure -5** to the Authority. The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in RFP, payable on demand, for the due performance and fulfilment of the contract by the bidder.

This Performance Bank Guarantee shall be for an amount equivalent to 5% of total contract value. PBG shall be invoked by Authority, in the event the Bidder:

- fails to meet the overall penalty condition as mentioned in RFP or any changes agreed between the parties,
- fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of Authority,
- Misrepresents facts/information submitted to Authority.

The performance bank guarantee shall be valid till 3 months post completion of post implementation period. The performance bank guarantee may be discharged/returned by Authority upon being satisfied that there has been due performance of the obligations of the bidder under the contract and issuance of completion certificate by the authority. However, no interest shall be payable on the performance bank guarantee.

In the event of the Bidder being unable to service the contract for whatever reason(s), Authority shall have the right to invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of Authority under the contract in the matter, the proceeds of the PBG shall be payable to Authority as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract.

Authority shall notify the bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the bidder is in default. Authority shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

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In case the project is delayed beyond the project schedule as mentioned in RFP, the performance bank guarantee shall be accordingly extended by the Bidder till completion of extended period.

The successful bidder shall maintain a valid and binding Performance Guarantee for a period of 3 months after the expiry of the Contract Period ("Validity Period").

On satisfactory performance and completion of the order in all respects and duly certified to this effect by the Project Coordinator, Contract Completion Certificate shall be issued and the PBG would be returned to the Bidder.

11. SCOPE OF WORK

In view of current IT status and feasibility at Gandhinagar Municipal Corporation, the implementation of e-governance initiative focuses on creating an infrastructure for the citizen facing services along with certain back-office computerization with provisioning of seamless integration of future modules. For end-to-end computerization, more modules related to municipal e-governance will later be developed and integrated with these service modules.

Summary of Services Components to be delivered under this project is given below:

- Requirement Study, Design, Development, Supply, Testing, Implementation and Commissioning of Application Software Solution for e-Governance of GMC
- Supply Installation Testing Commissioning of required Commercial Off the Shelf Software
- Preparation of Phase wise Project timelines
- Module should be such a developed that it can be future integrated with existing web applications like GIS modules, TAX Module etc.
- Integration of existing web applications/module of GMC with this software solution.
- Data Digitization, Migration of existing data and populating the database
- UAT
- User and System Administration Training
- Supply of System Manuals and User Manuals
- Test Run and Configuration
- Live Implementation and fine tuning for best performance
- Warranty Services for five years for solution components supplied
- Man, month-based Handholding Support for entire contract duration
- Support for additional software enhancements

The Successful bidder has to study the existing hardware and networking requirement in Gandhinagar Municipal Corporation and after approving the same from computer department has to suggest Proposed Hardware solution with its technical details.

All licenses supplied by the agency for the purpose of this project shall be perpetual in nature and shall be in the name of client.

11.1 PROJECT PHASING

The project phasing for the E-Governance initiative is outlined below; however, the listed phases are subject to change based on emerging requirements or project needs.

11.2 HIGH LEVEL REQUIREMENT FOR SOFTWARE APPLICATION / MODULES

11.2.1 Human Resource Management System

- Generic Features–Mandatory requirements
 - System should provide for Retrospective Calculations to be handled for all types of scenarios (employee joining, leaving, pay hike, promotions, etc.)
 - System should be able to handle all statutory regulations and maintain the details direct lie in the screens provided for data entry. All rules related to such acts should be pre-configured in the system.
 - Vendor to provide for Legal change patch to take care of any statutory changes.
 - System should provide the capability to upload documents of employees like certificates, transfer, promotion letters in as canned format in to the system and ability to retrieve them whenever required
 - Capability to integrate with GMC web portal for employees' self service
- Recruitment and Manpower Planning
 - Facility to carry out Vertical and Horizontal recruitment
 - Facility to carry out recruitment for different types of employees separately viz., Officers, Special Officers, Clerks, Subordinates, Sanitation Staff, etc.
 - Sorting of applications received
 - Storage of Advertisement Published
 - Provision to define requirement plans (periodic) in terms of specific skills, Qualifications, experience, designation, etc.
 - Provision for mainstream, specialist and part time employee Recruitment
 - Provision for Dependent (legal heir) Recruitment
 - Storing NOC from other family members
 - Support to analyze the cadre-wise / ward or office-wise / department wise staff strength – sanctioned/working strength and the gap for which recruitment is required
 - Facility to capture the data relating to resignations / retirements /VRS / suspension / death / unfitness, etc.
 - Allocation of employees to various departments as mentioned in the order which they received at the time of recruitment/joining.
- System should be able to record and store Master Data Information for an Employee and should be able to provide a snapshot of employee's history at any point in time on a click and provide below mentioned information
 - Name
 - Address
 - Education Qualification
 - Previous Employment
 - Phone Numbers / Contact Information / E-Mail ID
 - Date of birth
 - Work Experience
 - Languages known
 - Family Information

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- Employee photo, Signature, Biometrics
- PAN No./ Passport / PF number/GPF No/ TAN No./ UID No. for dept.
- Bank account information
- Employee blood group
- Any other information that company may require should be easy to enter and report on
- Employee Type– (Permanent / Temporary / contract workers / Project Based)
- Employee category (SC/ST/OBC/Others)
- Ex-service man / Handicap / Sports man etc.
- Location (HO/zone/ward/Election ward/branch)
- Department
- Job code/designation/ Class with scale efficiency bar
- Grade/cadre (with facility for sub grouping)
- Job Role (access rights to different modules will be assigned based on the roles)
- Job history covering details of appointments
- Departmental Inquiry details
- Any other punishment details
- Any awards (Puraskar) received
- Details of significant work done
- Health Check-up while joining the duty and as per the policy
- History of election duties attended
- Promotions, transfers
- Trainings attended
- Deputation, temporary transfers
- Increments
- Increment for passing of Govt. Exams.
- Date of pay rate change, etc. – Increment
- Date of joining
- Date of probation/confirmation
- Date of termination/retirement/suspension (with details)
- Payroll Management
 - Ability to enable multiple payrolls that are generated based on employee's assignment
 - Ability to define flexible periods such as day, week, month for pay calculation
 - Ability to define payroll for pensioners
 - Ability to define the employee bank to credit the salary
 - Facility for Electronic Clearing system (ECS)
 - Bank-wise / Bank branch wise summary statement
 - Ability to provide automatic calculation of deductions / earnings based on leave, bonus declaration, GPF Loan, Home Loan, Computer loan, tax deductions, Quarter Rent - HRR (person won't be eligible for HRA), etc.
 - TA / DA submissions
 - Medical reimbursements
 - Confirmation of any employee loan (EMI start date and last date)

- Ability for rule-based pay calculation in case of pay hikes / Pay
 - Commission with retrospective effect
 - Ability to define unlimited pay elements/types. These pay elements should be classified as Earnings, Reimbursements, deductions, tax deductions, PF, etc. Pay elements should be also classified as Recurring and non-recurring
 - Ability to apply the payment rules at personal / department /designation / organization level
 - Ability to allow exception definitions at employee / designation /department level
 - Ability to define all India specific taxation rules.
 - Ability to automate increments (based on pre-defined rules –employee / designation / department / organization specific)
 - Facility to run payroll processing any number of times before authorization to ensure accurate pay calculation
- Transfer and Promotion
 - Maintenance of transfer records of specialist transfer, identification of vacancies and issue of transfer orders based on the recommendations received from the respective specialist departments
 - Provision to maintain lateral transfer details and transfers on promotion
 - Generation of list of eligible staff members for transfer based on the user defined criteria (like those who completes 3 years' service at one place, those who working more than 10 years in one region, those who have not worked outside the state ward – zone in a particular scale or overall position
 - Maintenance of exemptions given in transfers with a facility to record the reasons for the same
 - Provision to record the transfer orders cancelled/deferred/modified and follow up with the respective regional/zonal offices for implementation
 - Capture of details of officers on deputation to outside agencies, etc.
 - Without transfer allotment (salary at original dept.)
 - Mass allotment for programs like elections, pulse polio etc.
- Time Management and Leave Management
 - Support attendance entry from various sources such as direct entry, rule-based and automatic (through biometric device / swipe card / smart card)
 - Definition and maintenance of leave calendars for different types of leave depending upon the scales of the employee
 - Provision to maintain all types of leave like CL, PL, ML SL extra- ordinary leave, special leave etc.
 - Ability to maintain leave eligibilities for each type of leave depending on the rules specified by GMC
 - Facility to identify Collisions when Employee goes for Leave and take appropriate action
 - Ability to maintain rules for leave taken in terms of rules for availing leave, encasing leave, accrual of leaves, lapsing of leaves, ceilings for accumulation of leaves, rules for combination of leave types, etc.

- Ability to record actual leaves taken
- Ability to calculate actual leave balance at any point of time
- Link Leave management to payroll and employee history
- Provision to accounting of leave including automatic credit of leave and also provision with manual credit / debit / modification / cancellation etc.
- Leave cancellation and leave extension / amendments advancement, postponement of leave
- Supports extra-ordinary leave on loss of pay
- Leave availed / carry-over processes administration as per the statutes laid down by the government / GMC
- Performance Appraisal
 - Capability to create Performance documents for employees depending on the cadre / grade in the organization
 - Ability to define competency wise / parameter wise desired levels of performance for each cadre / grade in the organization
 - Ability to define proficiency descriptions for each parameter for each cadre / grade so as to ensure that the same measures of performance are communicated to the appraiser as well as the appraise
 - Facility to attach different rating model (5-point scale, 7-point scale) depending upon the cadre / grade in the organization
 - Ability to define the period for which appraisal is being carried out
 - Capture appraisal details as given by the appraising authority, reviewing authority
 - Support parameter wise ratings, final ratings, strengths / weakness and suggestions / recommendations for improvements by the appraising/reviewing authority
 - Facility to give weightage to each parameter and points against each rating attained along with remarks for the same
 - Facility to consolidate the overall points and calculate an overall grade for the appraise
 - Facility to import Short / Long term goals (particularly at officer level and above) in the Performance appraisal document
 - Support maintenance of history of performance appraisals and promotions
 - Support maintenance of automatic release of time-based increments
 - Release of increments for qualifications acquired
 - Increments released should automatically be integrated with the payroll module and other relevant modules
 - Support generation of increments due for each month or for user defined period for employees – cadre wise/scale wise/other user defined combination
 - Support to generate reminder letters / mails / workflows to the employees / appraising authorities in case of non-submission of self- appraisals, etc.
 - Support memo letters / mails / workflows to be issued to the employee in case of unsatisfactory performance

- Departmental Enquiry
 - Ability to record the details of sanction given by Commissioner or Deputy Commissioner for departmental enquiry.
 - Ability to note charges against the employees
 - Ability to record the clarification given by the employee under charge
 - Ability to record the appointment of Enquiry Officer and Presentation Officer
 - Ability to record the enquiry scrutiny details like history, evidence, papers submitted, relevant documents, photographs etc.
 - Ability to check if there is any corruption/police case being registered against the employee.
 - Ability to record the 'Finding Report' of Enquiry Officer and Presentation Officer
 - Ability to record the 'Explanation details' given by the Employee
 - Ability to record the details of 'Proposal for action' submitted to commissioner
 - Ability to record the order given by the commissioner
 - Ability to generate the 'Show Cause Notice/Enquiry Notice'
 - Ability to record the clarification given by the employee under charge sheet
 - Ability to record the punishment order or penalty
 - Ability to record details of suspension and suspension order.
 - Ability to incorporate mercy plea details (if any) issued from the standing committee.
 - Ability to capture details of resetting of service
 - Ability to record the 'enquiry start date' and 'enquiry finish date'
 - Ability to record the inward/outward details like inward/outward number and date
- Reporting
 - Reporting capabilities for Ad Hoc Reporting
 - Reports on Demographic
 - Reports on Vacancies
 - Report on Employees Salary Details
 - Report on Leave Aailed
 - Report on Leave Entitlements
 - Employee Attendance List for a Business Event
 - List of the Departmental Enquiries being conducted at a point of time or for a specific time with drill down option to get further details on the enquiries
 - Headcount Report
 - Report on time spent in a grade / employee tenure
 - Transfer List
 - Roster report for recruitment and promotion application.
 - Form 16 with Form 12 BA
 - Report for 'E' forms
 - Income Tax related reports
 - Summarized Pay Register

- Form 24
- Other functionalities
 - Ability to define organizational events like training, Training records.
 - Record of Examinations, Certificates after passing exams, seminars, workshops and capture the attendance for the same
 - Maintain comprehensive record of employee grievance
 - Track disciplinary action taken against employees, capturing the costs incurred along with the activities undertaken as part of the disciplinary action. Automate salary deductions, if proposed.
 - Recovery from employees along with reasons and facility to divide it in installments.
 - Reports on trainings / workshops / seminars attended by employee.
 - Welfare process for class IV employees.
 - Jobs on compassionate grounds for Manhole workers and non-permanent class – IV staff.
 - Fixed amount to be given to the class – III and class –IV workers in case of accidental death on job.
 - Termination Details of each employee to be incorporated. (Suspension, Normal Retirement, Compulsory Retirement, Voluntary Retirement, etc.)

11.2.2 Financial Accounting Management System

Accounts module is a central module needed to be integrated with all modules where financial or monetary transaction of any sorts are involved and should have below mentioned important functionalities:

- Account Grouping and Sub-Grouping
- Bank Account Details integration
- Vendor Details
- Budget
 - Budget Preparation, Distribution and Management System
 - Budget Classification
 - Department-wise estimated provision, revision for income and expenditure
 - Budget Appropriation between different budget heads through approval process
 - Administrative approval/disapproval of works linked to budget availability
- Receipts through Internet / CCCs
 - Counter-wise Collection Detailed and Summary Reports
 - Revenue Stamp Management
 - Cheque/ Cash Deposit Slips into Bank
 - Capture of Cheque Dishonor cases, Remittance entry

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- Payment Management
 - Bill / Liability Entry
 - Payment Authorization
 - Payment Voucher (Full or Partial Amount)
 - Maintaining Cheque details, Cheque Printing
 - Recording of Cheque Issuance Details
 - Recording of Cheque Cancellation details
 - Discounting functionality to be included as part of final billing.
 - Amount of Discount (percentage of final bill or lump sum value)
- Security Deposit Management / Earnest Money Deposit Management / Bank Guarantee Management
- Zone/Ward/CCC wise Bank Collections
- Loans Management
 - Maintenance of Loan Details
 - Alerts for Loan Installment Payments
 - Loan Installment Payments
 - Generate Bill and Carry out payment
 - Interest Calculation
- Grants Management
- Debt Management
- Accrued Payment Management / Fund Management
- Investment Management
 - Maintenance of Investment Register
 - Alerts on due dates
 - Comparison of different options for Investments
 - Interest Calculation
 - FD Register
 - Generate Voucher/Challan
 - Advance Managements
 - Bank Reconciliation
 - TDS/ GST Register, Online Payment of Tax
 - Maintenance of Bank Account wise balances
 - Integration of Ledger A/c with ECS Payment
- GST
 - GST Invoices where applicable to GMC Services
 - GST / TDS – Option for Government Organizations
 - GST Balance Sheet, Income – Expenditure Statement as per GST Act
 - As per GST Act – GST Receipt Data should be uploaded in GST Portal Automatically
- MIS Reports
 - Cost Centered Accounting Reports
 - Ratio Analysis, Trend Analysis

- Department-wise, Cost Center-wise Income / Expenditure Reports / Account Code wise Reports
- Generation of Deposit Slips
- Security Deposit Register
- Grants Register
- Loans Register
- Investment Register
- Advance Register
- Bill Register
- Outstanding Bill Register
- Reports on Receivables
- Reports on Payables
- Cash Book (Detailed and Summary)
- Function-wise Expense Subsidiary Ledger
- Journal Book
- Ledger Book
- Cheque Issue Register
- Trial Balance, Income and Expenditure Statement
- Balance Sheet
- Bank Reconciliation Statement
- Cheque Dishonor Report
- Analysis on unspent amount of previous years
- Various reports required for submission to Standing Committee
- Liability Estimation with respect to Material Bill entry or Receipt of Material
- EMD/Security/Bank Guarantee Report
- Variance Report
- Party Wise Purchase Ledger
- Party Wise Sales Ledger
- GST Income, Non-GST Income and Exempted Income Report
- All other reports as and when required by department
- Other Requirements
 - Creating Account Numbers as per National Accounts Manual which suggests a 15-digit number format and enabling migration easier whenever required.
 - Demand details for various departments and approved values in budget for different departments should be viewed by account official.
 - Integration of Account department with various public/private banks.
 - Bank guarantee registers

11.2.3 Hall Booking Management/online shop rental system

The objective of this module is to digitize the existing manual process of booking community halls managed by the Municipality. The system should enable citizens to view availability, submit booking requests, make payments, and receive confirmations online.

The solution must also provide administrative controls to manage bookings, configure hall details, and generate usage and revenue reports.

-hall booking

- Key Functional Requirements
 - Online search and view of hall availability (date & time wise)
 - User registration and login for booking purposes
 - Submission of booking application with event details and document uploads
 - Online payment integration with multiple payment modes
 - Auto-generation of booking receipts and SMS/email notifications
- Admin interface for:
 - Booking approval/rejection
 - Configuration of hall categories, rates, facilities, and availability
 - Real-time calendar and dashboard for hall usage
 - Reports for booking status, revenue, and utilization

-online shop rental system

1. Shop Registration Entry

Objective: Enable the registration of shops available for rent within the corporation.

Features:

- Shop details entry (Shop ID, Shop Name, Location, Size, Floor, Rent Amount, etc.).
- Automatic assignment of unique Shop ID for each entry.
- Option to update shop details in case of renovation, location change, or any other modifications.
- Maintain a record of all corporation-owned shops available for rent.

2. Transaction Entry when Shop Given to Applicant for Specific Period

Objective: Facilitate the process of renting shops to applicants for a specific rental period.

Features:

- Capture applicant details (Name, Address, Contact Information, etc.).
- Record the rent agreement terms (Start Date, End Date, Monthly Rent, Security Deposit, etc.).
- Generate a transaction ID and link to the respective shop.
- Provide options to update or modify the terms (such as extensions or early termination of the rental period).
- Automatic calculation of rent based on the duration and any applicable taxes or additional charges.
- Option to input special conditions (e.g., maintenance, late fee, etc.).
- Generate receipts for each transaction (Rental Payment, Security Deposit, etc.).
- Option to send reminders for upcoming payments.
- Online payment Gateway integration and online payment facility for Consumer and back office.

3. Various Reports

Objective: Provide users with comprehensive reports on shop rentals, payments, and tenant details.

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Features:

- Shop-wise Rent Summary: A report showing the rent details for each shop (tenant name, rental amount, payment status, etc.).
- Transaction History: Detailed transaction logs showing all rent agreements, payment histories, and any changes made during the lease period.
- Outstanding Rent Report: A report to highlight tenants who have outstanding rent, including overdue amounts.
- Security Deposit Report: A report summarizing the collected security deposits for each shop and their status (refundable, forfeited, etc.).
- Payment Report: Monthly or yearly summaries showing rent collected, pending payments, and payment receipts.
- Shop Availability Report: A dynamic report showing which shops are currently available for rent, including details on the next available dates.
- Rent Increase Report: A report detailing rent increments applied during the year for each shop, showing the revised rent amount.
- Lease Termination Report: A report tracking the termination of leases, including reasons for termination and final payment status.

4. Additional Functionality (Optional)

Features:

- Shop Transfer: Record and manage shop transfers between tenants during the lease term.
- Audit Trail: Maintain an audit log of changes made to shop registrations, transactions, and reports for compliance and transparency.
- Automated Alerts: Notify stakeholders (e.g., finance team, tenants) of important dates like payment due dates, contract expiry, etc.

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11.2.4 Online Pets/Dogs Registration System

- Registration
 - Online pet dog registration/renewal facility.
 - Capture owner details (Name, Address, Mobile, Email, Aadhaar/ID proof).
 - Capture pet details (Name, Breed, Age, Gender, Color, Identification marks, Photograph).
 - Upload required documents
 - Auto-generate unique Registration Number / Tag ID for each pet.
 - Verification workflow for corporation officials (approval/rejection).
- Fee Management
 - Dynamic fee configuration (based on dog breed, sterilization status, residential/commercial premises, etc.).
 - Online payment gateway integration (UPI, Net Banking, Credit/Debit card, Wallets).
 - Differential fee for renewal vs. new registration.
- Reporting & Analytics
 - Ward-wise, Zone-wise registration reports.

- Fee collection dashboard (daily, weekly, monthly).
- Downloadable registration certificate and receipts.
- Role-based access control for corporation staff.
- Audit trail for every transaction

11.3 SUPPLY AND INSTALLATION OF APPLICATION SOFTWARE, DATABASE AND ALL ALLIED SOFTWARE

1. Requirement Study/Analysis, Design, Development, Supply, Installation and configuration of Application Software, Database Software and all allied software (through COTS and/or Bespoke and/or Third Party Software) required for successful implementation and running of the solution with ALL the features and functionalities required by the department as part of this RFP with different modules are listed in the RFP: Functional Scope for Solution. The required functionalities are listed but not limited to RFP.
2. Supply of properly commented complete source code of the components designed and custom developed by the vendor as part of this RFP.
3. The architecture and network diagrams given in the RFP is indicative and the vendor is required to perform detailed system requirement analysis, hardware sizing, system integration tests etc to arrive at an efficient solution that is best suited for the department and conforms to the latest proven best practices in the industry.

11.4 DATA DIGITIZATION, MIGRATION OF EXISTING DATA AND POPULATING THE DATABASE

Vendor are required to perform the data digitization & migration from manual and / or the existing systems to the Database implemented for the proposed e-Governance System. The Data digitization & migration to be performed by the Bidder needs to be preceded by an appropriate data migration methodology, prepared by the bidder and approved by GMC. Though GMC is required to provide formal approval for the Data Migration Strategy, it is the ultimate responsibility of the vendor to ensure that all the data sets which are required for operationalization of the mentioned user requirements are digitized or migrated. Any additional data required for implementation and running of the solution should be generated by the vendor in discussion and agreement with the department and are part of this project without additional cost to GMC. The vendors are required to implement stringent data quality measures to prevent data loss of any kind during migration. Any corrections identified by GMC, during Data Quality Assessment and Review, in the data digitized /migrated by the vendor, shall be addressed by bidder at no additional cost to GMC. This is applicable during the entire tenure of the project including post implementation period.

So far, the legacy data is concerned, they are either available as structured data in the IT systems that are currently used by GMC or in the form of Paper documents.

Data Migration Requirements

- Since there could be structural differences in the data as stored currently from the IT systems prevalent at GMC there should be a mapping done between the source and target data models that should be approved by the authority..
- Carry out the migration of legacy electronic data
- Provide checklists from the migrated data to GMC
- Provide checklists from the migrated data to GMC for verification, including number of records, validations (where possible), other controls / hash totals, Highlight errors, abnormalities and deviations.
- Incorporate corrections as proposed.
- Incomplete/inaccurate data when provided will have to be revalidated.
- Get final sign off from GMC for migrated/digitized data.
- For the purpose of evaluation of Total Cost, the commercial bid covers the cost of 1 lakh record, however the payment will be done according to the actual no. of records.

11.5 UAT

User Acceptance Testing: to ensure that the proposed e-governance system meets requirements as set out in RFP and as needed to achieve the desired outcomes. GMC may undertake exercise of testing, acceptance and certification through a third party appointed by GMC.

UAT will ensure that the following are associated with clear and quantifiable metrics for accountability:

- Functional requirements
- Availability of Various Citizens Services through defined channels
- Performance
- Security
- Manageability
- SLA reporting System
- Project Documentation
- Data quality review

11.6 TRAINING

Training is an important aspect of this project, and GMC expects the successful bidder to undertake it in a very professional manner. GMC plans to implement Training of Trainers (TOT) concept and would identify approx. 50 persons. This will include at least 2 trainers for each module and trainers for user training, system administration training and system maintenance training. These Master trainers then would train the remaining GMC staff. Training would be of two types: User/Functional Training and System Administration/Maintenance training.

Bidder has to conduct a proper Training Needs Analysis of all the concerned staff and draw up a systematic training plan in line with the overall project plan. For all these training programs the bidder has to supply necessary course material and reference manuals (user/maintenance/administration) at their cost. During training sessions, only space and basic furniture shall be provided by GMC. The desktops, projector and all allied items are to be brought by the vendor at their cost.

11.7 SYSTEM MANUALS, USER MANUALS

The successful bidder is required to provide comprehensive documentation at each stage of the new software development lifecycle. The documentation must be updated and submitted as the project progresses through various development phases. The following is an indicative list of required documents:

- User Manuals detailing all functional operations of the newly developed e-Governance system, ensuring ease of use for end-users.
- System Manuals covering installation, configuration, and administration procedures for seamless deployment and management of the system.
- API Documentation if third-party integrations are involved, outlining the structure, endpoints, and usage guidelines.

11.8 PRIVACY AND DATA SECURITY DURING OPERATION AND MAINTENANCE

Bidder should design system such that regular back up of all important data should be there and all critical components should have redundant facility available, so that smooth functioning of e-Gov solution is achieved even in case of failure of any component

Data privacy and security of both citizens and of GMC is absolutely non-negotiable, phone numbers, personal profile and any detail which is not to be shared under RTI or any other judiciary regulations and is either likely to attract damages on GMC or is likely to attract bad name for GMC shall be taken very seriously. If any serious breach of data is found, it will lead to termination of the contract with forfeiting of all the payments pending at that point of time and such penalty as decided by GMC

The successful bidder will have to maintain strict privacy and confidentiality of all the data it/its staff gets access to. Adequate provisions have to be made to not allow unrestricted access to the data to people in the organization of the successful bidder who have not got necessary permissions. Successful Bidder cannot transfer, expose, sell or part with any GMC data in any form out of GMC Premises. Penalty of Rs.1000 minimum to Rs. 1,00,000/- would be charged on default of this service condition. The exact amount of the penalty will be decided by GMC based upon severity of the default.

Important Note: Audits for all application is to be conducted at bidder's own cost. GMC will bear no cost for audits / follow up audits / compliance preparations / compliance executions / compliance submissions etc.

GMC will have the authority to audit all applications for accuracy and reliability (including by appointment of any third-party agency including agencies from Government of India like STQC). Audit compliances and necessary implementations are to be done at bidder's own cost within timelines specified by GMC failing which it will be treated as a penalty event. Penalty calculations in such cases will be decided by the authority.

12. Work completion timelines / Payment Terms

The project will consist of 18 weeks of CAPEX and 5 years Operations and Maintenance. The O&M period will start from the date of Go Live. Performance of the agency will be reviewed every year for continuance. If the performance is found unsatisfactory then GMC can terminate the contract. GMC Commissioner's decision will be considered final in such case and that will be binding on the agency.

The work completion schedule requirements from the date of release of work order contract are given below:

12.1 Payment Terms and Milestone Completion timelines for CAPEX

T – date of work order from GMC

Milestone	HRMS (Human Resource Management System)	Financial Accounting Management System	Online Hall Booking Management System	Online Pets / Dogs registration system	Completion Milestones	Indicative List of Reports
Project Planning, Mobilization, Requirement Gathering	10% of CAPEX cost for HRMS	10% of CAPEX Cost for FAMS	10% of CAPEX cost for Online Hall Booking Management System	10% of CAPEX Cost for Pets/ Dods registration system	T + 3 weeks	Project Schedule, manpower deployment plan, project plan, risk mitigation plan, escalation matrix, etc Weekly Fortnightly, Monthly Reports on progress Risk Register Issue Register Stakeholder Register CVs of the team members Detailed FRS and Detailed SRS along with updations Data Integration Requirements Requirement Traceability Matrix Gap Assessment Reports (as applicable)
Solution Design and Submission of Infrastructure sizing	15% of CAPEX cost for HRMS	15% of CAPEX Cost for FAMS	15% of CAPEX cost for Online Hall Booking Management System	15% of CAPEX Cost for Pets/ Dods registration system	T + 7 weeks	Solution Architecture specifying the Functional, Infrastructure, Data, Deployment, Network and Security Architecture System Design Document Development of Security Exceptions and Business Alerts definitions

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Milestone	HRMS (Human Resource Management System)	Financial Accounting Management System	Online Hall Booking Management System	Online Pets / Dogs registration system	Completion Milestones	Indicative List of Reports
						<p>Solution Design and Architecture Document (ER and Data Flow Diagrams)</p> <p>HLDD and LLDD including data schema</p> <p>User Interface and Prototypes</p> <p>Data Modelling</p> <p>User Reports</p> <p>Hosting Infrastructure requirements in accordance with functional and technical requirements and service levels</p> <p>Policy, Plan and Methodology Documents</p> <p>Approval of client for deliverables of this activity such as User Interface and Prototypes, hosting infrastructure requirements etc is necessary to be taken</p> <p>Installation and Commissioning Report</p> <p>Deployment Architecture</p> <p>Replication and Restoration Policy</p> <p>Managing the storage of back-up media in a safe and secure manner</p> <p>Preparation of Business Continuity Plan (BCP)/Disaster Recovery (DR) Plan</p> <p>Drill Exercise (including roll back) and improvement in BCP in coordination with all stakeholders after client approval</p>
Software Development / Customization	35% of CAPEX cost for HRMS	35% of CAPEX Cost for FAMS	35% of CAPEX cost for Online Hall Booking Management System	35% of CAPEX Cost for Pets/ Dods registration system	T + 11 weeks	Supply, Development, Customization, Configuration, Installation / Deployment of Software / Applications / Solutions Workflow Management
Testing, UAT, and Capacity building & training	20% of CAPEX cost for HRMS	20% of CAPEX Cost for FAMS	20% of CAPEX cost for Online Hall Booking Management System	20% of CAPEX Cost for Pets/ Dods registration system	T + 15 weeks	<p>All documentation related to solution and relevant acceptance test document should be completed & submitted before the user acceptance test to client.</p> <p>licenses / manuals / brochures / Data Sheets / CD / DVD / media for all the supplied components have been provided to the client.</p> <p>Test Plans, Test Case, Test Data, Testing Reports and Bug Reports, Necessary modification in software for defects identified during the testing and Bug Closure</p>

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Milestone	HRMS (Human Resource Management System)	Financial Accounting Management System	Online Hall Booking Management System	Online Pets / Dogs registration system	Completion Milestones	Indicative List of Reports
						Report Training Need Assessment, Training Callender, Training Sessions, Training Material, Functionality Trainings, Administrative Training, Training Feedbacks, Evaluations, Results and Addressing the Feedbacks by relevant Departments UAT related documents.
Third Party Audit, Preparation of Standard Operating Procedures (SOPs) and Go Live of the solution,	20% of CAPEX cost for HRMS	20% of CAPEX Cost for FAMS	20% of CAPEX cost for Online Hall Booking Management System	20% of CAPEX Cost for Pets/ Dods registration system	T +18 weeks	First Round Audit Report (by Auditor) Rectified solution and submission of next round of audit Next Round Audit Report Rectified solution and submission of next round of audit Final Compliance confirmation by the Auditor Business readiness check before handing over to user Exit Management and Knowledge Transfer Plan Mobilization of manpower for hand holding support Data Migration to solution Approval from client Standard Operating Procedures and Practices for operating and maintaining the solution, risk mitigation strategies, periodic status reports, training guidelines and modules, knowledge management protocol. Manuals and Guidelines such as Operational manual, Technical manuals, Library Files, Setup Programs, etc. Installation guides

Note: GMC may under exceptional circumstances consider issuance of Go Live for individual modules. However, the same would be under exceptional circumstances and subject to approval from authority. The O&M start date in such case for specific module/s would be being from the date of Go Live.

All Audit charges will be borne entirely by the bidder.

12.2 Payment Terms and Milestone Completion timelines for OPEX

Operation and Maintenance		5 years post Go Live
A	Solution Stabilization (for 3 months post go-live)	Go Live Date + 3 Months
	ACTIVITIES AND DELIVERABLES	
i	End user transaction reports	
ii	Issue logs and RCA document for issues raised during solution stabilization	
iii	O&M team sign off on knowledge transfer received along with above two documents.	
B	User Handholding (functional)	As and when required
C	Refresher Training	As and when required or as and when instructed by GMC
D	Periodic Audits	In case of any major change or annually, whichever is earlier
B	Business Continuity Support	
	ACTIVITIES AND DELIVERABLES	
I	Regular Drill Exercises at quarterly and improvement in BCP	
li	Assist in bringing up as well as rolling back the solution in case of any systems failure in consonance with the BCP approved by client.	
C	Monitoring and Maintenance	
I	Miscellaneous Operations	
D	Exit Management and Knowledge Transfer	
E	Post Go-Live Support	

- O&M Services will be for 5 years from the date of Go Live
- Payments for O&M will be made in equated quarterly installments over 20 quarters on satisfactory submission of required reports and SLA performance. Penalties in case of non-performance will be deducted.

- During Solution Stabilization phase (for 3 months post go-live), exceptions in SLA non performance (if any) will be provided to agency. Agency must resolve all issues promptly.

Note:

- No interest will be payable on delayed payments
- The client shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement
- All payments agreed to be made by Authority to agency in accordance with the Bid shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable, if any, and Authority shall not be liable to pay any such levies/other charges under or in relation to this Contract and/or the Services
- No invoice for extra work/change order on account of change order shall be submitted by agency unless the said extra work/change order has been authorized/approved by the Authority in writing in accordance with Change Control Note
- Authority shall make payments to agency at the times and in the manner set out in the Payment schedule as specified Payment Milestones
- In the event of Authority noticing at any time that any amount has been disbursed wrongly to agency or any other amount is due from agency to the Authority, the Authority may without prejudice to its rights recover such amounts by other means after notifying agency or deduct such amount from any payment falling due to agency. The details of such recovery, if any, shall be intimated to agency. Agency shall receive the payment of undisputed amount under subsequent invoice for any amount that has been omitted in previous invoice by mistake on the part of the Authority or Agency
- All payments to AGENCY shall be subject to the deductions of tax at source under Income Tax Act, and other taxes and deductions as provided for under any law, rule or regulation. All costs, damages or expenses which Authority may have paid or incurred, for which under the provisions of the Contract, AGENCY is liable, the same shall be deducted by Authority from any dues to AGENCY. All payments to AGENCY shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by the Authority to AGENCY on chargeable basis.
- Software Enhancement or New Development payment will be calculated on Man month rates provided against each resource required for fulfilling the requirements
- The proceeds of the performance bank guarantee shall be payable to GMC as compensation for any loss /penalties / liquidated damages resulting from the vendors failure to complete its obligations under the contract.
- Agency's work will be reviewed as and when required by the authority and all key personnel along with senior members of the agency must be present.

13. Force Majeure

Vendor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event to force Majeure. For purposes of this Clause, “Force Majeure” means an event beyond the control of the Vendor and not involving the vendor’s fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God is of public enemy, acts of Government of India in their sovereign capacity, acts of war, either in fires, floods, strikes, lock-outs and freight embargoes.

If a Force Majeure situation arises, the Vendor shall promptly notify the Commissioner, GMC, in writing of such conditions and the cause thereof Commissioner in writing, the Vendor 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 event.

In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, GMC and the vendor shall hold consultants with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Commissioner, GMC, shall be final and binding on the vendor.

14. Resolution of Disputes

The client and the agency shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Agreement. If after 30 days from the commencement of such informal negotiations, the client and the agency are unable to resolve amicably such dispute, the matter shall be referred to two Arbitrators: one Arbitrator to be nominated by the client and the other one to be nominated by the agency. In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. Proceedings under this clause shall be subject to applicable law of the Arbitration and Reconciliation Act, 1996 and the venue of such arbitration shall be Gandhinagar. Cost of arbitration shall be borne by each party proportionately. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. The provisions of this clause shall survive termination of this Agreement.

15. Transfer of Ownership

SELECTED BIDDER must transfer all titles to the assets and goods procured for the purpose of the project to the Authority at the time of Acceptance of System. This includes all licenses, titles, source code, certificates, hardware, devices, equipment's etc. related to the system designed, developed, installed and maintained by SELECTED BIDDER. SELECTED BIDDER is expected to provide source code, transfer IPR and ownership right of only those solutions which would be customized by bidder for the use of Gandhinagar Municipal Corporation. For any pre-existing work, SELECTED BIDDER and Gandhinagar Municipal Corporation shall be held jointly responsible and its use in any other project by SELECTED BIDDER shall be decided on mutual consent.

Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by the Authority, SELECTED BIDDER shall deliver to the Authority all Documents provided by or originating from the Authority and all Documents produced by or from or for SELECTED BIDDER in the course of performing the Services, unless otherwise directed in writing by the Authority at no additional cost. SELECTED BIDDER shall not, without the prior written consent of the Authority store, copy, distribute or retain any such Documents.

16. RIGHT TO ACCEPT ANY OFFER AND REJECT ANY OR ALL OFFERS

Municipal Commissioner, GMC reserves the right to accept or reject any tender offer, and to annul the tendering process and reject all tenders at any time prior to award of control, without thereby incurring any liability to the affected vendor(s) or any obligation to inform the affected vendor(s) of the grounds for the Municipal Commissioner's action.

17. RISK PURCHASE CLAUSE

In the event AGENCY fails to execute the project as stipulated in the CA, or as per the directions given by the client from time to time, the client reserves the right to procure similar services from the next eligible bidder or from alternate sources at the risk, cost and responsibility of the AGENCY. Before taking such a decision, the client shall serve a notice period of 1 month to the AGENCY. AGENCY's liability in such case would not be higher than 50% of the contract value.

18. Service Level Agreements (SLA)

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service required to be provided by the successful bidder to GMC during the entire duration of this contract including its warranty period.

SLA shall be valid for the entire duration of the contract

The agency will be responsible for providing accurate and complete information to the client for measurement of SLA. All tools required to digitally monitor the service levels and to calculate the penalties shall have to be brought by agency.

The cost of procuring, installing, configuring and managing the tools (including the licenses and infrastructure) should be included in the commercial bid by the bidders.

The SLA shall commence from the date of issuance of work order to the agency. During the CAPEX Phase-, the penalty will be calculated on achievement of concerned milestone. During the O&M Phase-II, the penalties will be calculated as defined in subsequent sections.

18.1 Penalty for delay in achievement of milestones

The penalties shall be calculated on the achievement of milestone / quarterly basis as defined in the SLA and deducted from the Amount Payable to the agency.

If any of the below mentioned cases arise, it will be deemed to be an event of default. The client shall have the right thereafter to initiate the contract suspension / termination activities if:

- Overall penalty levied exceeds 10% of the total project cost as per commercial bid of agency; or
- Two consecutive payments attract penalties in excess of 10% on each milestone
- During CAPEX Phase, the penalty for any milestone reaches 10% of corresponding payment

The client has the right to bring the external resource at any time for the review without taking any concurrence of the agency. The client shall review the SLAs and penalties and if required, can change it over the duration of the contract.

The payment milestone shall be deemed to be complete only after completion of all the relevant activities in the milestone (and previous milestones). For delay in project implementation under each milestone, delay of each week (or part there-of) shall result in penalty of 0.5% of corresponding payment milestone. For all the milestone, this shall be subject to a maximum of 10% of corresponding payment milestone, beyond which the client will have the right to terminate the contract.

Apart from penalties mentioned in this section, penalties mentioned in various other sections shall have equal relevance. In case of any conflict or not clarity between penalty provisions, the higher amounts shall prevail and any decision regarding interpretation of such penalties shall lie with Authority.

18.2 Penalty in O&M Stage

18.2.1 Rectification of Bugs / Issues

Any Software bug identified by GMC / citizen / Bidder's service engineer, will be classified in types:

- **Critical:** Having bearing on the day-to-day functioning of the respective system/availability of application (full functionality or part functionality) for the GMC users/citizens. Any problem related to functioning of any of Software module, Mobile application or Web Portal functioning will be considered as critical and will be needed to be addressed at top priority.
- **Non-critical:** Not-having bearing on the day-to-day functioning of the respective system

In case of dispute between GMC and the successful Bidder with respect to classification of bugs as Critical or Non-Critical, decision of the Authority, shall be final and binding on the Successful Bidder.

The following table describes the SLA conditions the vendor is required to follow to rectify Any Software bug/issue identified by GMC/ citizen/vendor:

Type of Bug / Issue	Maximum Resolution Time from intimation	Penalty per instance
Critical	3 Hours	₹500/- + additional ₹500/- per hour beyond Maximum Resolution Time
	1 hour if the bug/problem has re-occurred within 7 days of the earlier resolution	₹1,000/- per hour beyond 8 hours
		₹2,000/- per hour beyond 24 hours
Non-Critical	3 working days	₹500/- + additional ₹500/- per day beyond Maximum Resolution Time
		₹1,000/- per day beyond 7 working days

	1 working day if the bug/problem has re-occurred within 15 days of the earlier resolution	₹2,000/- per day beyond 14 calendar days
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Authority's decision on Critical and Non Critical bugs / issues will be final.

18.2.2 Patches / Updates

- Any patch released by the system software needs to be applied to the corresponding product within 7 working days. Any delay in applying the patch will attract penalty of ₹ 500/- per day.

18.2.3 Uptime of the Solution

The solution is required to run 365 days on 24 X 7 basis. The compulsory uptime for the solution, as computed quarterly will be 99.5%, i.e. a maximum acceptable downtime of 64.8 minutes in any quarter. It may be noted that no single instance of downtime should exceed more than 50% of the maximum acceptable downtime per quarter. Maintenance activity, if any, shall be carried out by the bidder on receipt of written approval from GMC on Sundays or on other special / public holidays / after office hours on regular days. Such planned and approved activity shall not be considered while calculating downtime.

Other than the time mentioned above, the system is required to run without failure to any of its functionalities. Any failure in the system beyond the scheduled downtimes will attract penalty of Rs. 1000/- per hour of excess downtime.

18.2.4 Penalty for Manpower

The agency shall be required to deploy the same manpower as proposed in the Deployment plan (Technical Proposal). The replacement of the resources in exceptional circumstances such as death or medical incapacity shall be permitted to the agency in compliance with the terms and conditions mentioned in the RFP. The written request for replacement of personnel (with detailed profile of replacing resource) shall be submitted by agency to client within 15 days.

In other cases of replacement, the agency shall take prior approval from client. The written request for replacement of personnel (with detailed profile of replacing resource) shall be submitted by agency to client at least 30 days prior to the replacement. The service level mentioned below shall be applicable on the agency towards the replacement.

The replaced resource should provide Knowledge Transfer with an overlapping period of at least 15 days (except in case of death or medical incapacity). In order to avoid recurrence of

the replacements of resources, 1 replacement is allowed for each resource deployed onsite whose tenure is less than 6 months. The minimum tenure of the deployed resource shall be 6 months. The penalties levied for subsequent replacements are as follows:

Sr. No.	Parameter	Description	Target	Penalty	Measurement Tool / Method
1	Tenure of Resources deployed at client (except in case of Death or Medical Incapacity)	To be measured in number of months of actual deployment	>= 6 Months	No Penalty	Letters from agency mentioning about the deployment & replacement of resource
			< 6 Months and >= 4 Months	Rs 1,00,000 per resource	
			< 4 Months and > 2 Months	Rs 2,00,000 per resource	
			<= 2 Months	Rs 3,00,000 per resource	
2	Non availability of acceptable replacement resource	In case agency is not able to provide approved replacement of resource in a timely manner	0 days	No penalty	a. Intimation by the agency b. Unavailability of existing resource c. joining of new resource accepted by client
			Every week (or part thereof)	INR 1,00,000 per resource per week	

Submission of attendance to client is compulsory with every invoice along with other necessary deliverables and reports as required by client.

18.2.5 Penalties

- The penalty shall be calculated on a quarterly basis.
- All above mentioned penalties are exclusive to each other
- Three consecutive quarterly deductions totaling to more than 25% of the applicable payment for the corresponding quarter will be deemed to be a sufficient condition for termination of the contract.

- d. In the event of any of the above happening, it shall be governed by the terms & conditions of the agreement.

19. Exit Management

This part sets parameters and guidelines for exit management at the end/termination of project duration and Vendor must consider following important points:

- Duration of Exit Management will be last 180 days starting from the date prior to the project end date as per work order issued.
- Exit Management plan: Successful Bidder shall provide GMC with a proper "Exit Management Plan" before 180 days of project ending date which shall deal with at least the following aspects of the of exit management:
 - Exit Management Plan should contain complete roadmap on how the bidder is planning to handover the current project to the new vendor such that the functioning of complete E-Governance solution along with all modules and applications runs in a smooth manner without any glitches or non-performance during the roll over period. This plan should be submitted and approved by the authority within first 15 days of duration of exit management.
 - Failure to provide an exit plan of desired quality within 15 days of starting of duration for exit management, the authority can impose a penalty up to Rs 50,000.
 - In case the project duration is extended by GMC, procedure for exit management will began before 180 days of new project ending period and procedure for complete handover will have to be carried out accordingly as per new project ending date.
- Bidder will have to transfer all physical and non-physical properties/components/assets related to the project to GMC. (i.e. All Software's procured for the project, all licenses taken during the project, all database of GMC, all electronic equipment purchased during the project and any other such assets)
- All licenses / software / applications / keys / passwords / user details / access details must be provided to the client with latest details in a manner as required by the client.

- Bidder will have to transfer complete project along with source code, all database created / managed during the project duration to the new vendor whom GMC allocates the work or to GMC officials whomsoever GMC wishes and instructs.
- Certain critical database like property tax details, municipal accounts and other details should be passed on in precise manner in such a format that the new bidder can port it in new system with utmost efficiency
- Bidder will have to maintain the confidentiality of the data and any other such information and pass on such data/information in the way GMC wishes to be passed on.
- All source code and database transferred should be in a way such that new vendor can understand and integrate the same in the new Software created. Any discrepancies or disputes arising in this will have to be brought in knowledge of GMC and decision of authority regarding the format in which source code and database to be transferred will be considered final and will be binding to the bidder.
- In case of software, if the complete platform used by the different vendors is different than exiting bidder will have to pass on functionalities developed and various flowcharts required for it to be developed as well has to do knowledge transfer in such a way that the new vendor can develop it by understanding the working of the present system.
- Hand Holding and Knowledge Transfer Support:
 - During the exit management period(i.e. 6 months prior to project end date) , Bidder will have to start transferring the project knowledge and ensure that the identified officials of GMC or any third party or successful replacement bidder as identified by GMC, are given proper handover and Knowledge transfer in a phased manner and such knowledge transfer needs to be established on record and same be signed by authorized personnel from client and only on receiving the successful sign off, project will be considered as successfully handed over.
 - During the exit management period bidder will have to without fail deploy all key personal working of respective modules.
 - Bidder will have to bear all cost for training and transfer of project and GMC will not pay any additional cost for the same.

Selection of Agency for Design, Development, Operation, Maintenance support of Software Applications for Gandhinagar Municipal Corporation

- If the proper handover and knowledge transfer support is not provided by the bidder, GMC will deduct the payment of last quarter and forfeit the bank guarantee as a penalty.

During the exit management period, the Successful Bidder shall use its best efforts to deliver the services such that it can deliver all functionalities within the SLA period and if it fails to do so will attract penalties as per this RFP.

20. Annexures

20.1 Annexure-1 Format for Power of Attorney

(On Rs. 300 Stamp Paper)

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr / Ms (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid document for 'Selection of Agency for Design, Development, Operation, Maintenance support of Software Applications for Gandhinagar Municipal Corporation', in response to the tenders invited by the client, including signing and submission of all documents and providing information / responses to the client in all matters in connection with our bid, communication with the client and signing of the contract, in case the contract is awarded to us.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this day of 2025 For

(Signature)

(Name, Designation and Address)

Accepted (Signature)

(Name, Title and Address of the Attorney)

Date:

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Selection of Agency for Design, Development, Operation, Maintenance support of Software Applications for Gandhinagar Municipal Corporation

- Also, wherever required, the bidder should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the bidder.
- In case the person who has been executing this Power of Attorney leaves the company, authorized person of the bidder's company should submit a fresh Power of Attorney to the client.
- In case the bid is signed by an authorized Director / Partner or Proprietor of the bidder, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

20.2 Annexure-2 Format for Cover Letter

[On the letterhead of the organization]

Date: <DD/MM/YYYY>

To

The Municipal Commissioner

Gandhinagar Municipal Corporation
Registered Address: Pandit Deendayal Bhavan, Behind Fire Station,
Sector-17, Gandhinagar, (Gujarat) Pin-382016

Sub: **Selection of Agency for Design, Development, Operation, Maintenance support of Software Applications for Gandhinagar Municipal Corporation**

Ref : Tender No: <No> dated <DD/MM/YYYY>

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide our services as required and outlined in the RFP for the **Selection of Agency for Design, Development, Operation, Maintenance support of Software Applications for Gandhinagar Municipal Corporation**

We attach hereto our responses to pre-qualification requirements and technical & commercial proposals as required by the RFP. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to the client, is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 180 days from the date fixed for bid opening. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed the RFP.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

Selection of Agency for Design, Development, Operation, Maintenance support of Software Applications for Gandhinagar Municipal Corporation

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Signature of Authorized Signatory (with official seal)

Name:

Designation:

Company:

Address:

Telephone & Fax:

E-mail Address:

20.3 Annexure-3 Format for Undertaking

On the letterhead of the organization]

Date: <DD/MM/YYYY>

To

The Municipal Commissioner

Gandhinagar Municipal Corporation

Registered Address: Pandit Deendayal Bhavan, Behind Fire Station,
Sector-17, Gandhinagar, (Gujarat) Pin-382016

Sub: **Selection of Agency for Design, Development, Operation, Maintenance support of Software Applications for Gandhinagar Municipal Corporation**

Ref : Tender No: <No> dated <DD/MM/YYYY>

It is certified that the information furnished here in and as per the bid / documents / clarifications submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of RFP and are liable to any punitive action for furnishing false information / documents.

We have read the provisions of the RFP, Annexure thereto and addenda. We understand that any additional conditions, deviations, suggestions, assumptions, if any, found in our bid shall not be given effect to and shall not be binding on the client in case our bid is accepted.

We understand that any component or service required for completion of the project will be made available by us without any additional financial implication, except those explicitly mentioned in the RFP, to the client.

Dated this day of 2025

Signature

(Bidder Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

20.4 Annexure-4 Format for Earnest Money Deposit (Bank Guarantee)

To

The Municipal Commissioner

Gandhinagar Municipal Corporation

Registered Address: Pandit Deendayal Bhavan, Behind Fire Station,
Sector-17, Gandhinagar, (Gujarat) Pin-382016

Ref: RFP No. <<.....>> dated <<>>

Whereas M/s <<Name of Bidder>>, a company incorporated under the <<Act>>, its registered office at or (hereinafter called 'the Bidder') has submitted its Proposal dated ----- for “**Selection of Agency for Design, Development, Operation, Maintenance support of Software Applications for Gandhinagar Municipal Corporation**”

KNOW ALL MEN by these presents that WE <<Name of Bank>> of -----
----- having our registered office at -----
----- (hereinafter called "the Bank") are bound unto the Gandhinagar Municipal Corporation (hereinafter called "the Client") in the sum of Rs. _____ for which payment well and truly to be made to the said Client, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this ----- day of ----- 2025

THE CONDITIONS of this obligation are:

If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid

If the Bidder, having been notified of the acceptance of its Proposal by the Client during the period of validity of Proposal, bidder:

- withdraws his participation from the Proposal during the period of validity of Proposal document;
- fails to extend the validity if required and as requested or
- fails to produce Performance Bank Guarantee in case of award of tender within 15 days of award of LOI or awarding contract whichever is earlier

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

Selection of Agency for Design, Development, Operation, Maintenance support of Software Applications for Gandhinagar Municipal Corporation

This guarantee will remain in force up to the period of bid validity and its validity should be extensible to 45 days beyond the bid validity date. Any demand in respect thereof should reach the Bank not later than the above date.

(Authorized Signatory of the Bank)

20.5 Annexure-5 Format for Performance Bank Guarantee

(To be stamped in accordance with Stamp Act)

Place:

Date:

To,

The Municipal Commissioner

Gandhinagar Municipal Corporation

Registered Address: Pandit Deendayal Bhavan, Behind Fire Station,
Sector-17, Gandhinagar, (Gujarat) Pin-382016

Subject: Participation in response to the Request for Proposal (RFP) for **Selection of Agency for Design, Development, Operation, Maintenance support of Software Applications for Gandhinagar Municipal Corporation**

Ref: RFP No. <<.....>> dated <<>>

Bank Guarantee Number:

Dear Sir,

In consideration of <<Name & Address of the Purchaser/Indenter >> (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 for and on behalf of the OWNER/PURCHASER and the same having been accepted by the SELLER resulting into CONTRACT for supplies of materials/equipment 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 2025

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch & Its official Address

List of approved Banks

(Any Nationalized Bank including the public sector bank or Private Sector Banks authorized by RBI or Commercial Bank or Regional Rural Banks of Gujarat or Co-Operative Bank of Gujarat (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2013/655/DMO dated 31.03.2014 issued by Finance Department or further instruction issued by Finance department time to time.

20.6 Annexure-6 Non- Termination Certificate

[On the letterhead of the organization] Date: dd/mm/yyyy

To,

The Municipal Commissioner

Gandhinagar Municipal Corporation

Registered Address: Pandit Deendayal Bhavan, Behind Fire Station,
Sector-17, Gandhinagar, (Gujarat) Pin-382016

Subject: Participation in response to the Request for Proposal (RFP) for **Selection of Agency for Design, Development, Operation, Maintenance support of Software Applications for Gandhinagar Municipal Corporation**

Ref: RFP No. <<.....>> dated <<>>

Non-Termination Certificate

This is to certify that ----- (name of the organization), having registered office at ----- (address of the registered office), as on date of submission of the bid, has not withdrawn from similar project or have not had any termination of contract from similar project with Government entities (Central Government / State Government / ULBs) in the last 3 years.

Signature:

Name of the Authorized Signatory: Designation:

20.7 Annexure- 7 No Deviation Certificate

(To be provided on the Company letter head)

Place

Date

To,

The Municipal Commissioner

Gandhinagar Municipal Corporation

Registered Address: Pandit Deendayal Bhavan, Behind Fire Station,
Sector-17, Gandhinagar, (Gujarat) Pin-382016

Subject: Participation in response to the Request for Proposal (RFP) for **Selection of Agency for Design, Development, Operation, Maintenance support of Software Applications for Gandhinagar Municipal Corporation**

Ref: RFP No. <<.....>> dated <<>>

Dear Sir,

This is to certify that our offer is exactly in line with your tender enquiry/RFP (including amendments) no. dated . This is to expressly certify that our offer contains no deviation either Technical (including but not limited to Scope of Work, Business Requirements Specification, Functional Requirements Specification, Hardware Specification and Technical Requirements Specification) or Commercial in either direct or indirect form.

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

20.8 Annexure- 8 Total Responsibility Certificate

(To be provided on the Company letter head)

Place

Date

To,

The Municipal Commissioner

Gandhinagar Municipal Corporation

Registered Address: Pandit Deendayal Bhavan, Behind Fire Station,
Sector-17, Gandhinagar, (Gujarat) Pin-382016

Subject: Participation in response to the Request for Proposal (RFP) for **Selection of Agency for Design, Development, Operation, Maintenance support of Software Applications for Gandhinagar Municipal Corporation**

Dear Sir,

This is to certify that we undertake the total responsibility for the defect free operation of the proposed solutions as per the requirement of the RFP for the duration mentioned in all the volumes of the RFP.

(Authorized Signatory)

Signature: Name:

Designation:

Address:

Seal:

Date:

20.9 Annexure- 9 Bidder Details

1. Details of the Bidder (Firm/ Company)
2. Name
3. Address
4. Telephone Fax
5. E-mail – Website
6. Details of Authorized person
7. Name
8. Address
9. Telephone E-mail
10. Information about the Firm/ Company
11. Status of Firm/ Company (Public Ltd. / Pvt. Ltd etc.)
12. Details of Registration (Ref e.g. ROC Ref #)
13. Number of full-time professionals on role
14. Locations and Status of Firm/ addresses of offices (in India and overseas)

Any other details relevant to the bidder in context of this RFP and its contents to be covered.

20.10 Annexure- 10 Financial Turnover and Net worth

(Copy of audited financial statements or declaration from the appointed statutory auditor/CA to be provided as proof of the financial turnover and net worth)

To,

The Municipal Commissioner

Gandhinagar Municipal Corporation
Registered Address: Pandit Deendayal Bhavan, Behind Fire Station,
Sector-17, Gandhinagar, (Gujarat) Pin-382016

Subject: Participation in response to the Request for Proposal (RFP) for **Selection of Agency for Design, Development, Operation, Maintenance support of Software Applications for Gandhinagar Municipal Corporation**

Ref: RFP No. <<.....>> dated <<>>

We hereby certify the below information on the basis of the audited financial statements for the financial years ended on 31st March 2022, 31st March 2023, 31st Mar 2024 of _____ having its Registered Office at _____

Financial year	Annual Turnover in Cr (Overall)	Annual Turnover in Cr from Bespoke Software solutions	Net-worth
2021-22			
2022-23			
2023-24			
Average Annual Turnover			

20.11 Annexure- 11 Non-Black Listing

<<To be submitted on Rs. 300 stamp paper and duly notarized >>

To,

The Municipal Commissioner

Gandhinagar Municipal Corporation
Registered Address: Pandit Deendayal Bhavan, Behind Fire Station,
Sector-17, Gandhinagar, (Gujarat) Pin-382016

Subject: Participation in response to the Request for Proposal (RFP) for **Selection of Agency for Design, Development, Operation, Maintenance support of Software Applications for Gandhinagar Municipal Corporation**

Ref: RFP No. <<.....>> **dated** <<>>

Sir/Madam,

Date: dd/mm/yyyy

In response to the Tender Ref. No. _____ dated _____ for “Request for Proposal (RFP) for **Selection of Agency for Design, Development, Operation, Maintenance support of Software Applications for Gandhinagar Municipal Corporation**”, as an owner/ partner/ Director of _____, I/ We hereby declare that presently our Company/ firm _____ is having unblemished record and is not declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU.

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

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

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

20.12 Annexure- 12 Non-Violation of IPR

[On the letterhead of the organization]

Date: dd/mm/yyyy

To,

The Municipal Commissioner

Gandhinagar Municipal Corporation

Registered Address: Pandit Deendayal Bhavan, Behind Fire Station,
Sector-17, Gandhinagar, (Gujarat) Pin-382016

Subject: Participation in response to the Request for Proposal (RFP) for **Selection of Agency for Design, Development, Operation, Maintenance support of Software Applications for Gandhinagar Municipal Corporation**

Ref: RFP No. <<.....>> **dated** <<>>

Non Violation of Intellectual Property Rights

Sir / Madam,

This is to certify that ----- (name of the organization), having registered office at -----

----- (address of the registered office), as on date of submission of the bid, has not violated / infringement of any Indian or foreign trademark, patent, registered design or other intellectual property rights.

Signature:

Name of the Authorized Signatory: Designation:

20.13 Annexure 13 History of Litigations

[On the letterhead of the organization]

Date: dd/mm/yyyy

To,

The Municipal Commissioner

Gandhinagar Municipal Corporation

Registered Address: Pandit Deendayal Bhavan, Behind Fire Station,
Sector-17, Gandhinagar, (Gujarat) Pin-382016

Subject: Participation in response to the Request for Proposal (RFP) for **Selection of Agency for Design, Development, Operation, Maintenance support of Software Applications for Gandhinagar Municipal Corporation**

Ref: RFP No. <<.....>> dated <<>>

Sir / Madam,

Litigation History

Other party (ies)	Employer	Cause of Dispute	Amount involved	Remarks showing present status

Signature:

Name of the Authorized Signatory:

Designation:

20.14 Annexure 14 Format for providing details of projects executed and completed.

Sr.No	
Name of the Project	
Client Name and Address	
Brief description about the project (maximum 10 lines)	
Contact details of the client (Provide full address, Name, Phone Number, Fax Number and e-mail id of the contact person from the client company / organization / body.	
Total order value of the project in Indian Rupees	
Total order value of software component in Indian Rupees	
Date of release of work order and tenure in months as given in work order contract	
Date of completion as per completion certificate	
Reason for delay if any. Please mention "Not Applicable" only if there are no delay.	
Scope of work of the bidder (In brief, in bullet points)	
Modules developed / Supplied (In bullet points)	
Project Highlights and Achievements by the bidder (In brief, in bullet points)	

Use separate sheets for each project

20.15 Annexure 15 Format for Commercial Bid

- The bidder should submit the offer online.
- Bidder should provide all prices as per the prescribed format given below. Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate “0” (Zero) in all such fields.
- Bidders should mandatorily provide breakup of all Taxes, Duties and Levies wherever applicable and/or payable for each item as an attachment.
- All the prices (even for taxes) are to be entered in Indian Rupees Only (% age values are not allowed)

GMC reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated

The Bidder needs to account for all Pocket expenses due to Boarding, Lodging and other related items during the execution of the project.

The cost mentioned by the vendors against each item should include all respective cost incurred to fulfill the requirements mentioned in the scope of work. No additional cost shall be claimable by the vendors other than the costs mentioned herein for completing the project in its full scope.

The bidder must quote the rate for CAPEX, OPEX for the **first year** of the Operations and Maintenance, and rate for manpower that may be required in future for software enhancements (if applicable and required by authority). Bidder must note that payments against manpower required in future for software enhancements would be payable to the bidder only if approved by the authority. The O&M rates from 2nd year O&M to 5th Year O&M will increase by **10% each year** based on the **previous year's** approved O&M rate, as follows:

- **Second year:** 10% increase over the first-year approved rate.
- **Third year:** 10% increase over the second-year rate.
- **Fourth year:** 10% increase over the third-year rate.
- **Fifth year:** 10% increase over the fourth-year rate.

This annual escalation will be applied consecutively throughout the contract duration.

- The /bidder has to ensure that their commercial bid contains reasonable unit rates of CAPEX items, OPEX items and manpower required for new development and software enhancements (payable only on utilization and approval of authority).
- GMC may identify abnormally higher / lower unit rates of line items and seek justifications from bidders on the same.
- Total Capital Price (CAPEX) quoted in the project should not exceed 60% of Total CAPEX + OPEX Price quoted in the commercial bid. In case the bidder quotes higher

figures (more than 60% of Total CAPEX + OPEX Price) towards CAPEX, the same shall be restricted to 60% while making payments towards CAPEX. Any value quoted towards CAPEX over and above 60% limit will be paid in equal quarterly installments during O&M phase along with quarterly payment for each quarter

- All the technically qualified bidders will be notified to participate in Commercial Bid opening process.
- The commercial bids for the technically qualified bidders shall then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.
- Commercial bids that are not as per the format provided in RFP shall be liable for rejection.
- The bid price shall include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- Only fixed price financial bids indicating total price (inclusive of taxes) for all services specified in this bid document shall be considered.
- Any conditional bid would be rejected.

20.15.1 Financial Bid Summary

Sr No	Particulars	Total Amount with taxes in INR	Total Amount with taxes in words
1	Total CAPEX Amount with Tax (A)		
2	Total OPEX amount with Tax (B)		
3	Manpower Cost for Software Enhancement or New Development (to be paid only on utilization of the manpower post approval of the authority) (C)		
Grand Total (A+B+C) with tax			

20.15.2 CAPEX (Application Design, Development, Integration, Implementation and Go Live)

Sr.no	Description	Qty	Rate with tax	Amount with tax
1	HRMS (Human Resource Management System)	1		
2	Financial Accounting Management System	1		
3	Online Hall Booking Management System	1		
4	Online Pets / Dogs registration system	1		
5	Any Other	1		
Total CAPEX Amount with Tax (A)				

20.15.3 OPEX

Operations and Maintenance	O&M cost with tax Year 1	O&M cost Year 2 with tax	O&M cost Year 3 with tax	O&M cost Year 4 with tax	O&M cost Year 5 with tax	Total 5 years O&M cost with tax
HRMS (Human Resource Management System)		10% increase over the first-year approved rate.	10% increase over the second-year rate.	10% increase over the third-year rate	10% increase over the fourth-year rate	
Financial Accounting Management System		10% increase over the first-year approved rate.	10% increase over the second-year rate.	10% increase over the third-year rate	10% increase over the fourth-year rate	
Online Hall Booking Management System		10% increase over the first-year approved rate.	10% increase over the second-year rate.	10% increase over the third-year rate	10% increase over the fourth-year rate	
Online Pets / Dogs registration system		10% increase over the first-year approved rate.	10% increase over the second-year rate.	10% increase over the third-year rate	10% increase over the	

Selection of Agency for Design, Development, Operation, Maintenance support of Software Applications for Gandhinagar Municipal Corporation

Operations and Maintenance	O&M cost with tax Year 1	O&M cost Year 2 with tax	O&M cost Year 3 with tax	O&M cost Year 4 with tax	O&M cost Year 5 with tax	Total 5 years O&M cost with tax
					fourth-year rate	
Any Other						
Total OPEX amount with Tax (B)						

20.15.4 Manpower Cost for Software Enhancement or New Development (to be paid only on utilization of the manpower post approval of the authority)

Sn	Details of the Personnel/Profile	Number of Resources Deployed (A)	Number of Man Months (Months) (B)	Unit Man-Month charges (INR) (C) with tax	Total Charges(A*B*C) with tax
1	Project Manager	1	1		
2	Software Developer	1	1		
3	Database Administrator	1	1		
Manpower Cost for Software Enhancement or New Development (to be paid only on utilization of the manpower post approval of the authority) (C) with tax					

20.16 Annexure 16 Format for Affidavit

To,

The Municipal Commissioner

Gandhinagar Municipal Corporation

Registered Address: Pandit Deendayal Bhavan, Behind Fire Station,
Sector-17, Gandhinagar, (Gujarat) Pin-382016

Subject: Participation in response to the Request for Proposal (RFP) for **Selection of Agency for Design, Development, Operation, Maintenance support of Software Applications for Gandhinagar Municipal Corporation**

Ref: RFP No. <<.....>> dated <<>>

In response to the Tender for **Selection of Agency for Design, Development, Operation, Maintenance support of Software Applications for Gandhinagar Municipal Corporation** as an owner/partner/Director of, _____

I/We _____ do hereby certify that all the statements made in the Tender Document are true and correct to the best of my/our belief and knowledge.

I/We hereby declare that our Agency _____ has an unblemished past record and has not been declared ineligible due to corrupt & fraudulent practices either indefinitely or for a particular period of time.

I/We _____ hereby understand and agree that any person or party who is minor or who has been adjudged insolvent or who has been convicted in a Court of Law for an offence under Indian Penal Code or offence involving moral turpitude or other criminal activities or detained under and preventive law for the time being in force such as T.A.D.A., F.E.M.A., etc. or who has been black listed by the Government of India, is not eligible to submit the Tender Document. Tender Documents submitted by such person shall be treated as invalid.

I/We _____ hereby understand and agree that any further information required by GMC may be requested and we hereby agree to furnish any such information at the request of GMC.

Signature of Bidder (with official seal)

Date

Name

Designation

Contact Number

20.17 Annexure 17 Draft Contract Agreement

On a Rs. 300/- Non Judicial Stamp Paper

This Contract Agreement, hereinafter referred to as “CA” is made on this _____ day of _____ 2024 at [office address]

Between

The client, (which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors-in office and assigns) of the First Part (which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors-in office and assigns) of the First Part

AND

M/s _____, a company registered under The Companies Act, 1956 having its registered office at and place of business at, hereinafter referred to as "Agency" (which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors and permitted assigns) of the Second Part

Each individually a “Party” hereto and collectively the “Parties”

And Whereas client _____ intends to _____ and published the tender to seek services of a reputed IT firm for automation of municipal operations for the client.

And whereas M/s. _____ has submitted its proposal to Design, Develop, Test, Implement, Operate and Maintain the Project " Design, Development, Operation, Maintenance support of Software Applications for Gandhinagar Municipal Corporation”;

And whereas client and M/s _____ have decided to enter into this Agreement on the terms and conditions stipulated hereinafter.

NOW, THEREFORE, in consideration of the premises covenants and promises contained herein and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged, the parties intending to be bound legally, IT IS HEREBY AGREED between the Parties as follows:

20.17.1 General Conditions of Contract (GCC)

Definitions, interpretations and other terms

- Client is Gandhinagar Municipal Corporation
- Bid means the tender process conducted by GMC and the technical and commercial proposals submitted by the successful bidder, along with the subsequent clarifications and undertakings, if any;
- Confidential Information means all information including GMC Data (whether in written, oral, electronic or other format) which relates to the technical, financial, business affairs, customers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know- how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this CA (including without limitation such information received during negotiations, location visits and meetings in connection with this CA);
- Customers means all citizens and business organization and users who would be using ERP
- Deliverables means all the activities related to the setting up and operations of the

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infrastructure, documents, Software Applications, Source Codes, as defined in the RFP & subsequent Corrigendum (if any), based on which the technical proposal & commercial proposal was submitted by the bidder and as required as per this CA;

- Effective Date means the date on which this CA is executed;
- CA means this Contract Agreement, together with the recitals and all schedules and the contents, requirements, specifications and standards of the RFP (as may be amended, supplemented or modified in accordance with the provisions hereof) and the Bid. In the event of a conflict between this CA and the Schedules, the terms of the CA shall prevail; with overriding effect;
- Performance Security means the irrevocable and unconditional Bank Guarantee provided by the agency from a Nationalized Bank/Scheduled Bank other than Co-operative Bank in favour of Municipal Commissioner, Gandhinagar Municipal Corporation, for an amount equivalent to 5% of the total contract value i.e. Rs..... (Rupees Only)
- No interest will be payable on Performance Bank Guarantee
- Proprietary Information means processes, methodologies and technical and business information, including drawings, designs, formulae, flow charts, data and computer programs already owned/licensed by either Party or granted by third parties to a Party hereto prior/ subsequent to the execution of this contract;
- Required Consents means the written consents, clearances and licenses, rights and other authorizations as may be required to be obtained by the AGENCY, for all tasks/activities/software/hardware and communication technology for this project; from all the concerned departments/agencies, etc. as the case may be.
- RFP means the Request for Proposal released vide Bid Document no. <<>> dated <<>>, and include all clarifications/addendums, explanations and amendments issued by the department in respect thereof;
- Service Level(s) means the performance standards, which will apply, to the services delivered through the software application & hardware implemented by the AGENCY.
- Service Level Requirement(s) means the timelines and the quality levels to be adhered to by the AGENCY for delivering various services under the contract;
- Services means the content and services delivered and to be delivered to the customers or the department's offices by the AGENCY, and includes but not limited to the services specified in the RFP document or as may be specified and incorporated in the subsequent Agreement/s under Contract Agreement.
- Users means GMC staff / officials;

Interpretations

- References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and to all statutory instruments made pursuant to it;
- Words denoting the singular shall include the plural and vice-versa and words denoting persons shall include firms and corporations and vice versa;
- Unless otherwise expressly stated, the words "herein", "hereof", "hereunder" and similar words refer to this CA as a whole and not to any particular Article, Schedule. The term Articles, refers to Articles of this CA. The words "include" and "including" shall not be construed as terms of limitation. The words "day" and "month" mean "calendar day" and "calendar month" unless otherwise stated. The words "writing" and "written" mean "in documented form", whether electronic or hard copy, unless otherwise stated;
- The headings and use of bold type in this CA are for convenience only and shall not affect the interpretation of any provision of this CA;

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- The Schedules to this CA form an integral part of this CA and will be in full force and effect as though they were expressly set out in the body of this CA;
- Reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to such agreement, deed, instrument, license or other document as the same may be amended, varied, supplemented, modified or suspended at the time of such reference;
- Any word or expression used in this CA shall, unless defined or construed in this CA, bear its ordinary English language meaning;
- The damages payable by a Party to the other Party as set forth in this CA, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and liquidated damages likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalties;
- This CA shall operate as a legally binding agreement specifying the master terms, which apply to the Parties under this agreement and to the provision of the services by the AGENCY;
- The Authority may nominate a technically competent agency/individual(s) for conducting acceptance testing and certification of the various requisite infrastructure to ensure a smooth, trouble free and efficient functioning of the Scheme or carry out these tasks itself;
- The agency/individual nominated by the department can engage professional organizations for conducting specific tests on the software, hardware, networking, security and all other aspects;
- The agency/individual will establish appropriate processes for notifying the AGENCY of any deviations from the norms, standards or guidelines at the earliest instance after taking cognizance of the same to enable the AGENCY to take corrective action;
- Such an involvement of and guidance by the agency/person will not, however, absolve the AGENCY of the fundamental responsibility of designing, developing, installing, testing and commissioning the application & the infrastructure for efficient and effective delivery of services as contemplated under this RFP.
- The documents forming this Agreement are to be taken as mutually explanatory of one another. The following order shall govern the priority of documents constituting this Agreement, in the event of a conflict between various documents, the documents shall have priority in the following order:
 - This Agreement;
 - Scope of Services for the agency (hereby annexed as Annexure _____)
 - Detail Commercial proposal of the AGENCY accepted by the client (hereby annexed as Annexure II)
 - Clarification & Corrigendum Documents published by the client subsequent to the RFP for this work (hereby annexed as Annexure _____)
 - RFP Document of the client for this work (hereby annexed as Annexure ____)
 - Lol issued by the client to the successful bidder (hereby annexed as Annexure V); and
 - Successful bidder's "Technical Proposal" and "Commercial Proposal" submitted in response to the RFP

Term of the contract agreement

- The Contract period shall commence from the date of signing of contract or Issuance of Lol, whichever is earlier, and shall remain valid for 18 weeks of implementation i.e. CAPEX + 5 years of O&M.

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- If the delay occurs due to circumstances beyond control of agency such as strikes, lockouts, fire, accident, defective materials, delay in approvals or any cause whatsoever beyond the reasonable control of agency, a reasonable extension of time shall be granted by the Authority.
- The Authority shall reserve the sole right to grant any extension to the term abovementioned and shall notify in writing to agency, at least 3 (three) months before the expiration of the Term hereof, whether it shall grant agency an extension of the Term.
- The decision to grant or refuse the extension shall be at the Authority's discretion and such extension of the contract, if any, shall be as per terms agreed mutually between the Authority and agency.
- Where the Authority is of the view that no further extension of the term be granted to agency, the Authority shall notify agency of its decision at least 3 (three) months prior to the expiry of the Term. Upon receipt of such notice, agency shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, the Authority shall either appoint an alternative agency or create its own infrastructure to operate such Services as are provided under this Contract.

Fees

The fees shall be inclusive of all taxes including GST, Income Tax, duties, fees, levies, charges, and commissions as applicable under the relevant Laws of India. Should there be a change in applicable taxes, the actual taxes on the date of billing would prevail.

Commercial Terms

- The payment schedule of the project is specified in Annexure _____. The agency's request for payment shall be made to client in writing, accompanied by an invoice describing the fulfillment of obligations stipulated in this contract.
- Agency shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed within/outside India.
- All payments shall be made in Indian Rupees.
- No interest will be payable on delayed payments
- In consideration of the services and subject to the provisions of this contract and of the SLA, client shall pay to the agency for the services rendered in pursuance of this contract, in accordance with the terms of payment schedule specified in Annexure _____ of the contract.
- Client shall not be required to make any payments in respect of the services other than those covered by the terms of payment as stated in the terms of payment schedule.
- All the payments to the agency shall be subject to the satisfactory accomplishment / completion of the concerned activity / task as approved by client.
- No payment shall be made directly to any third party except the release of payment to agency as per the provisions of this contract.

Annual Technical Support (ATS)

The Operations and Maintenance to be provided by the AGENCY is for the period of five years from the date of go-live of the solution. Scope of O&M is as defined in the RFP.

Service Level Agreements (SLAs)

- The purpose of this Service Level Requirements/Agreement (hereinafter referred to as SLR/SLA) is to clearly define the levels of service which shall be provided by the AGENCY to the department for the duration of this contract period of the Project.

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- Timelines specified in Work Completion Timelines & Payment Terms (section 12) shall form the Service Levels for delivery of Services specified there-in.

Professional Project Management

Agency shall execute the project with complete professionalism and full commitment to the scope of work and the prescribed service levels. Agency shall attend regular Project Review Meetings called by the client and shall adhere to the directions given during the meeting. Following responsibilities are to be executed by the Agency in regular manner to ensure the proper management of the project:

- Finalization of the Project plan in consultation with the client. Project Plan should consist of work plan, communication metrics, timelines, Quality Plan, Configuration Management Plan, etc.
- Plan and deploy the resources in conjunction with the Project Plan and to execute roles and responsibilities against each activity of the project plan
- Preparation & regular updation of the Risk Register and the Mitigation Plan. Timely communication of the same to all the identified project stakeholders
- Monthly Compliance report, which will cover compliances to Project Timelines, Project Team, Hardware & Software delivered, SLAs, etc.

Use & Acquisition of Assets during the Term

Agency shall

- Take all reasonable & proper care of the entire hardware & software, network or any other information technology infrastructure components used for the project & other facilities leased/owned by the AGENCY exclusively in terms of the delivery of the services as per this CA (hereinafter the “Assets”) in proportion to their use & control of such Assets which will include all upgrades/enhancements & improvements to meet the needs of the project arising from time to time.
- Term “Assets” also refers to all the hardware / software / furniture / data / documentations / manuals/ catalogues/ brochures/ or any other material procured, created or utilized by the agency or the client for the Design, Development, Operation, Maintenance support of Software Applications for Gandhinagar Municipal Corporation.
- Keep all the tangible Assets in good & serviceable condition (reasonable wear & tear excepted) &/or the intangible Assets suitably upgraded subject to the relevant standards as stated in of the RFP to meet the SLAs mentioned in the contract & during the entire term of the Agreement.
- Ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of Assets & which are provided to the agency will be followed by the agency & any person who will be responsible for the use of the Asset.
- Take such steps as may be recommended by the manufacturer of the Assets & notified to the agency or as may be necessary to use the Assets in a safe manner.
- To the extent that the Assets are under the control of the agency, keep the Assets suitably housed & in conformity with any statutory requirements from time to time applicable to them.
- Not, knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to law.
- Use the Assets exclusively for the purpose of providing the Services as defined in the contract.
- Ensure the integration of the software with hardware to be installed and the current Assets in order to ensure the smooth operations of the entire solution architecture to provide efficient services to the client of this Project in an efficient and speedy manner.
- Agency shall not use the client’s data to provide services for the benefit of any third party, as

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a service bureau or in any other manner

Indemnity

The agency agrees to indemnify and hold harmless the client, its officers, employees and agents (each a "Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified Party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from

- Any mis-statement or any breach of any representation or warranty made by the agency or
- The failure by the agency to fulfill any covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement by any employee or agent of the agency. Against all losses or damages arising from claims by third Parties that any Deliverable (or the access, use or other rights thereto), created by agency pursuant to this Agreement, or any equipment, software, information, methods of operation or other intellectual property created by agency or sub-contractors pursuant to this Agreement, or the SLAs (I) infringes a copyright, trade mark, trade design enforceable in India, (II) infringes a patent issued in India, or (III) constitutes misappropriation or unlawful disclosure or use of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); provided, however, that this will not apply to any Deliverable (or the access, use or other rights thereto) created by (A) "Implementation of Project by itself or through other persons other than AGENCY or its sub-contractors; (B) Third Parties (i.e., other than AGENCY or sub-contractors) at the direction of the client, or
- any compensation / claim or proceeding by any third party against the client arising out of any act, deed or omission by the agency or
- Claim filed by a workman or employee engaged by the agency for carrying out work related to this Agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

Any payment made under this Agreement to an indemnity or claim for breach of any provision of this Agreement shall include applicable taxes.

Third Party Claims

- a. Subject to Sub-clause (b) below, the agency (the "Indemnified Party") from and against all losses, claims litigation and damages on account of bodily injury, death or damage to tangible personal property arising in favour or any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLAs.
- b. The indemnities set out in Sub-clause (a) above shall be subject to the following conditions:
 - i. the Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
 - ii. The Indemnified Party shall, at the cost and expenses of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and personnel. The indemnifying party shall
 - iii. bear cost and expenses and fees of the Attorney on behalf of the Indemnified Party in the litigation, claim.
 - iv. if the Indemnifying Party does not assume full control over the defense of a claim as provided in this Article, the Indemnifying Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the

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- claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be borne and paid by the Indemnifying Party.
- v. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
 - vi. Agency hereby indemnify & hold indemnified client harmless from & against any & all damages, losses, liabilities, expenses including legal fees & cost of litigation in connection with any action, claim, suit, proceedings as if result of claim made by the third party directly or indirectly arising out of or in connection with this agreement.
 - vii. All settlements of claims subject to indemnification under this Article will: (a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld & include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim; & (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
 - viii. The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; &
 - ix. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights & defenses of the Indemnified Party with respect to the claims to which such indemnification relates;
 - x. in the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Article, the Indemnified Party will be entitled to invoke the Performance Bank Guarantee, if such indemnity is not paid, either in full or in part, & on the invocation of the Performance Bank Guarantee, the Indemnifying Party shall be subrogated to all rights & defenses of the Indemnified Party with respect to the claims to which such indemnification relates.

Publicity

Any publicity by the agency in which the name of the client is to be used should be done with the explicit written permission of the Municipal Commissioner, GMC.

Warranties

- a. The Agency warrants and represents to the client that:
 - i. It has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;
 - ii. This Agreement is executed by a duly authorized representative of the agency;
 - iii. It shall discharge its obligations under this Agreement with due skill, care and diligence so as to comply with the service level agreement.
- b. In the case of the SLAs, the AGENCY warrants and represents to the client, that:
 - i. the AGENCY has full capacity and authority and all necessary approvals to enter into and perform its obligations under the SLAs and to provide the Services;
 - ii. The SLAs shall be executed by a duly authorized representative of the AGENCY;
 - iii. The Services will be provided and rendered by appropriately qualified, trained and experienced personnel as mentioned in the RFP;
 - iv. AGENCY has and will have all necessary licenses, approvals, consents of third Parties free from any encumbrances and all necessary technology, hardware and software to enable it to provide the Services;
 - v. the Services will be supplied in conformance with all laws, enactments, orders and regulations applicable from time to time;
 - vi. AGENCY will warrant that the goods supplied under the contract are new, of the most

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- recent higher version /models and incorporate all recent improvements in design and materials unless provided otherwise in the contract.
- vii. The AGENCY shall ensure defect free operation of the entire solution and shall replace any such components, equipment, software and hardware which are found defective and during the entire contract period the AGENCY shall apply all the latest upgrades/patches/releases for the software after appropriate testing. No additional costs shall be paid separately for the warranty other than what are the costs quoted by the AGENCY and as specified in the contract.
 - viii. If the AGENCY uses in the course of the provision of the Services, components, equipment, software and hardware manufactured by any third party and which are embedded in the Deliverables or are essential for the successful use of the Deliverables, it will pass through third party manufacturer's Warranties relating to those components, equipment, software and hardware to the extent possible.
- c. Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, in the event the AGENCY is unable to meet the obligations pursuant to the implementation of the Project, Operations and Maintenance Services and any related scope of work as stated in this Agreement and the Schedules attached herein, the client will have the option to invoke the Performance Guarantee after serving a written notice of thirty (30) days on the AGENCY.

Force Majeure

The AGENCY shall not be liable for forfeiture of its Performance Guarantee, imposition of liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the "reasonable" control of the AGENCY, not involving the AGENCY's fault or negligence and not foreseeable. Such events may include Acts of God & acts of Government of India in their sovereign capacity.

For the AGENCY to take benefit of this clause it is a condition precedent that the AGENCY must promptly notify the client, in writing of such conditions and the cause thereof within 5 calendar days of the Force Majeure event arising. The client, or the committee appointed by the client shall study the submission of the AGENCY and inform whether the situation can be qualified one of Force Majeure. Unless otherwise directed by the client in writing, the AGENCY shall continue to perform its obligations under the resultant Agreement as far as it is reasonably practical, and shall seek all reasonable alternative means for performance of services not prevented by the existence of a Force Majeure event.

In the event of delay in performance attributable to the presence of a force majeure event, the time for performance shall be extended by a period(s) equivalent to the duration of such delay. If the duration of delay continues beyond a period of 30 days, the client and the AGENCY shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding anything to the contrary mentioned above, the decision of the client shall be final and binding on the AGENCY.

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Resolution of disputes

The client and the AGENCY shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Agreement. If after 30 days from the commencement of such informal negotiations, the client and the AGENCY are unable to resolve amicably such dispute, the matter shall be referred to two Arbitrators: one Arbitrator to be nominated by the client and the other one to be nominated by the AGENCY. In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. Proceedings under this clause shall be subject to applicable law of the Arbitration and Reconciliation Act, 1996 and the venue of such arbitration shall be Gandhinagar. Cost of arbitration shall be borne by each party proportionately. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. The provisions of this clause shall survive termination of this Agreement.

Risk Purchase Clause

In the event AGENCY fails to execute the project as stipulated in the CA, or as per the directions given by the client from time to time, the client reserves the right to procure similar services from the next eligible bidder or from alternate sources at the risk, cost and responsibility of the AGENCY. Before taking such a decision, the client shall serve a notice period of 1 month to the AGENCY. AGENCY's liability in such case would not be higher than 50% of the contract value.

Conflict of Interest

The AGENCY shall disclose to the client in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the AGENCY or its Team) in the course of performing the Services as soon as it becomes aware of such a conflict. AGENCY shall hold the client's interest paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments.

Data Ownership

All the data created as the part of the project shall be owned by the client. The AGENCY shall take utmost care in maintaining security, confidentiality and backup of this data. Access to the data / systems shall be given by the AGENCY only to the personnel working on the projects and their names & contact details shall be shared with the client in advance. The client / its authorized representative(s) shall conduct periodic / surprise security reviews and audits, to ensure the compliance by the AGENCY to data / system security.

Intellectual Property Rights

For the customized solution developed for the project, IPR of the solution would belong exclusively to the client. The AGENCY shall handover the source code to the client at the stage of Go Live. The AGENCY shall also submit all the necessary instructions for incorporating any modification / changes in the software and its compilation into executable / installable product.

Deliverables provided to the client by AGENCY during the course of its performance under this Agreement, in which subject to the foregoing provisions of this Article, all right, title and interest in and to such Deliverables, shall, as between AGENCY and client, immediately upon creation, vest with the client. To the extent that the AGENCY Proprietary Information is incorporated within the Deliverables, AGENCY and its employees engaged hereby grant to the client a perpetual, irrevocable,

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non-exclusive, transferable, paid-up right and license to use, copy, modify (or have modified), transport to client's facilities, and prepare from them, use and copy derivative works for the benefit of and internal use of client, of such AGENCY Proprietary Information, The client's rights pursuant to the preceding sentence include the right to disclose such AGENCY Proprietary Information to third party contractors solely for use on the Project provided that all such third party contractors execute, deliver and comply with any customary confidentiality and non-disclosure agreements reasonably required by client.

Fraud and Corruption

The client requires that AGENCY must observe the highest standards of ethics during the execution of the contract. In pursuance of this policy, the client defines, for the purpose of this provision, the terms set forth as follows:

- "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of client in contract executions.
- "Fraudulent practice" means a mis-presentation of facts, in order to influence a procurement process or the execution of a contract, to the client, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive client of the benefits of free and open competition.
- "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which is given by the client in Volume II.
- "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

If it is noticed that the AGENCY has indulged into the Corrupt / Fraudulent / Unfair / Coercive practices, it will be a sufficient ground for the client for termination of the contract and initiate black-listing of the vendor.

Exit Management

a. Exit Management Purpose

- i. This clause sets out the provisions, which will apply during Exit Management period. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Clause.
- ii. The exit management period starts, in case of expiry of contract, at least 3 months prior to the date when the contract comes to an end or in case of termination of contract, on the date when the notice of termination is sent to the AGENCY. The exit management period ends on the date agreed upon by the client or Three months after the beginning of the exit management period, whichever is earlier.

b. Confidential Information, Security and Data

AGENCY will promptly on the commencement of the exit management period, supply to the client or its nominated agencies the following:

- i. Information relating to the current services rendered and performance data relating to the performance of the services; Documentation relating to the Project, Project's Intellectual Property Rights; any other data and confidential information related to the Project;

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- ii. Project data as is reasonably required for purposes of the Project or for transitioning of the services to its replacing successful bidder in a readily available format.
- iii. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the client and its nominated agencies, or its Replacing Vendor to carry out due diligence in order to transition the provision of the Services to the client or its nominated agencies, or its Replacing Vendor (as the case may be).

c. Rights of Access to Information

At any time during the exit management period, the AGENCY will be obliged to provide an access of information to the client and / or any Replacing Vendor in order to make an inventory of the Assets (including hardware / Software / Active / passive), documentations, manuals, catalogs, archive data, Live data, policy documents or any other material related to the Tender for Design, Development, Operation, Maintenance support of Software Applications for Gandhinagar Municipal Corporation.

d. Exit Management Plan

Successful bidder shall provide the client with a recommended "Exit Management Plan" within 90 days of signing of the contract, which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and Scope of work definition.

- i. A detailed program of the transfer process that could be used in conjunction with a Replacement Vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
- ii. Plans for the communication with such of the successful bidder, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer;
- iii. Plans for provision of contingent support to the ERP Project and Replacement Vendor for a reasonable period (minimum one month) after transfer.
- iv. Exit Management Plan shall be presented by the AGENCY to and approved by the client or its nominated agencies.
- v. The terms of payment as stated in the Terms of Payment Schedule include the costs of the AGENCY complying with its obligations under this Schedule.
- vi. During the exit management period, the AGENCY shall use its best efforts to deliver the services.
- vii. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

20.17.2 Special Conditions of Contract (SCC)

Performance Security

The AGENCY shall submit performance guarantee which is unconditional & irrevocable equal to 5% of the order value of the contract in the format prescribed in RFP issued by any of the Nationalized Banks / Scheduled Banks Only. The performance guarantee shall be valid for the term agreement & shall be renewed & maintained by the AGENCY for the term of the agreement & extension, if any. The

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performance guarantee shall be forfeited / liquidated by the GMC as a penalty in the event of failure to complete obligations or breach of any of the conditions by the AGENCY.

Liquidated Damages

- For delay in project implementation under each milestone, delay of each week (or part thereof) shall result in penalty of 0.5% of corresponding payment milestone. For all the milestone, this shall be subject to a maximum of 10% of corresponding payment milestone, beyond which the client will have the right to terminate the contract. The deduction shall not in any case exceed 10 % of the contract value.
- Penalty in case of O&M have been defined under Service Level Agreement section of the RFP
- The Authority may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to AGENCY in its hands (which includes the Authority's right to claim such amount against AGENCY's Bank Guarantee) or which may become due to AGENCY. Any such recovery or liquidated damages shall not in any way relieve AGENCY from any of its obligations to complete the Work or from any other obligations and liabilities under the Contract.
- Delay not attributable to AGENCY shall be considered for exclusion for the purpose of computing liquidated damages.

Limitation of Liability towards the client

The AGENCY's liability under the resultant Agreement shall be determined as per the Law in force for the time being. The AGENCY shall be liable to the client for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the AGENCY and its employees, including loss caused to the client on account of defect in goods or deficiency in services on the part of AGENCY or his agents or any person / persons claiming through or under said AGENCY. However, such liability of AGENCY shall not exceed the total value of the Agreement.

Security and Safety

- The AGENCY will comply with the directions issued from time to time by the client and the standards related to the security and safety in so far as it applies to the provision of the Services.
- AGENCY shall also comply with the policies of GMC / Government of Gujarat/ GoI / e-governance standards regarding information technology security and standard policies in force from time to time as applicable.
- AGENCY shall use reasonable endeavours to report forthwith in writing to all the partners / contractors about the civil and criminal liabilities accruing due to by unauthorized access (including unauthorized persons who are employees of any Party) or interference with client's data, facilities or Confidential Information.
- The AGENCY shall upon reasonable request by the client or his/her nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.
- AGENCY shall promptly report in writing to the client, any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security of all modules.

Ownership and retention of documents

The Authority shall own the Documents, prepared by or for AGENCY arising out of or in connection with the Contract.

Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the Authority, AGENCY shall deliver to the Authority all documents provided by or originating from the Authority and all documents produced by or for AGENCY in the course of performing the Services,

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unless otherwise directed in writing by the Authority at no additional cost. AGENCY shall not, without the prior written consent of the Authority store, copy, distribute or retain any such documents.

Event of default by Agency

The failure on the part of the AGENCY to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of the AGENCY. The events of default as mentioned above may include but not restricted to inter-alia the following:

- a. The AGENCY's Team has failed to perform any instructions or directives issued by the Client which it deems proper and necessary to execute the scope of work or provide services under this Contract; and/or
- b. The AGENCY's team has failed to conform/adhere to any of the Service Level Agreements resulting in falling short of matching such standards / benchmarks / targets as the client may have designated with respect to the system or any goods, tasks or services, necessary for the execution of the scope of work and performance of services under this Contract. The above mentioned failure on the part of the AGENCY may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by the client; and / or the AGENCY has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by the client from time to time, despite being served with a default notice which laid down the specific deviance on the part of the AGENCY's Team to comply with any stipulations or standards as laid down by the client; and / or
- c. The AGENCY's Team has failed to adhere to any amended directions, instructions, modifications, notifications or clarifications as issued by the client during the term of this Contract and which the client deems proper and necessary for the execution of the scope of work under this Contract; and / or
- d. The AGENCY's Team has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the Bidding Document and this Contract; and / or
- e. There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the AGENCY; and / or
- f. The AGENCY's Team has failed to comply with or is in breach or contravention of any applicable laws; and/ or
- g. The AGENCY's Team has failed to comply with or adhere to any of the terms & conditions of this contract.
- h. Where there has been an occurrence of such defaults inter alia as stated above, the client shall issue a notice of default to the AGENCY, setting out specific defaults / deviances / omissions / non- compliances / non-performances and providing a notice of Sixty (60) days to enable such defaulting party to remedy the default committed.
- i. Where despite the issuance of a default notice to the AGENCY by the client the AGENCY fails to remedy the default to the satisfaction of the client, the client may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the client.

Consequence of event of default

Where an Event of Default subsists or remains uncured the client shall be entitled to:

- a. Impose any such obligations and conditions and / or issue any directions / notifications / clarifications as may be necessary to inter alia ensure smooth continuation of the project and the services which the AGENCY shall be obliged to comply with that may include re-determination of the consideration payable to the AGENCY as agreed mutually by client and

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AGENCY or through a third party acceptable to both parties. The AGENCY shall in addition take all available steps to minimize loss resulting from such event of default.

- b. Suspend all payments to the AGENCY under the Contract by a written notice of suspension to the AGENCY, provided that such notice of suspension:
 - i. Shall specify the nature of the failure; and
 - ii. Shall request the AGENCY to remedy such failure within a specified period from the date of receipt of such notice of suspension by the AGENCY.
- c. Failure on the part of the AGENCY to continue, shall amount to a breach of the terms hereof and the client in addition to all other rights, have the right to claim damages and recover from the AGENCY all losses/ or other damages that may have resulted from such failure.
- d. In such case the client shall retain the rights to terminate the contract in part or in full. The client shall give 30 days' notice to the AGENCY of its intention to terminate the Contract and shall so terminate the Contract unless during the 30 days' notice period, the AGENCY initiates remedial action acceptable to the client.
- e. Retain such amounts from the payment due and payable by the client to the AGENCY as may be required to offset any losses caused to the client as a result of such event of default and the AGENCY shall compensate the client for any such loss, damages or other costs, incurred by the client in this regard. Nothing herein shall effect the continued obligation of the AGENCY and AGENCY's Team to perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default.
- f. Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce the Indemnity, recover such other costs/losses and other amounts from the AGENCY as may have resulted from such default and pursue such other rights and/or remedies that may be available to the client under law.
- g. Require the AGENCY to make all such payments as may be incurred / losses borne by the client in getting such work done through any third party as a result of any default on the part of the AGENCY. AGENCY agrees to compensate the client for all such costs incurred by the client in this regard.

Termination of Contract

- a. The client may, without prejudice to any other remedy under this Contract and applicable law, reserves the right to terminate for breach of contract by providing a written notice of 30 days stating the reason for default to the AGENCY and as it deems fit, terminate the contract either in whole or in part:
 - i. If the AGENCY fails to deliver any or all of the project requirements / operationalization / go-live of project within the time frame specified in the contract; or
 - ii. If the AGENCY fails to perform any other obligation(s) under the contract.
- b. Prior to providing a notice of termination to the AGENCY, the client shall provide the AGENCY with a written notice of 30 days instructing the AGENCY to cure any breach/ default of the Contract, if the client is of the view that the breach may be rectified.
- c. On failure of the AGENCY to rectify such breach within 30 days, the client may terminate the contract by providing a written notice of 30 days to the AGENCY, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the client. In such event the AGENCY shall be liable for penalty/liquidated damages imposed by the client.
- d. In the event of termination of this contract for any reason whatsoever, the client is entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective continuity of the services which the AGENCY shall be obliged to comply with and take all available steps to minimize the loss resulting from

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that termination/ breach, and further allow and provide all such assistance to the client and/or succeeding vendor, as may be required, to take over the obligations of the AGENCY in relation to the execution/ continued execution of the requirements of this contract.

Miscellaneous

- **Confidentiality**

“Confidential Information” means all information including Project Data (whether in written, oral, electronic or other format) which relates to the technical, financial and operational affairs, business rules, citizen information, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party or its subcontractors (whether a Party to the contract or to the SLA) in the course of or in connection with the contract (including without limitation such information received during negotiations, location visits and meetings in connection with the contract or to the SLA) or pursuant to the contract to be signed subsequently.

Except with the prior written permission of the client, the agency and its Personnel shall not disclose such confidential information to any person or entity not expected to know such information by default of being associated with the project, nor shall the AGENCY and its Personnel make public the recommendations formulated in the course of, or as a result of the Project.

The AGENCY recognizes that during the term of this Agreement, sensitive data will be procured & made available to it, its Sub contractors & agents & others working for or under the AGENCY. Disclosure or usage of the data by any such recipient may constitute a breach of law applicable causing harm not only to the Department whose data is used but also to its stakeholders. AGENCY needs to demonstrate utmost care, sensitivity & strict confidentiality. Any breach of this Article will result in the client & its nominees receiving a right to seek injunctive relief & damages, from the AGENCY.

The restrictions of this Article shall not apply to confidential Information that:

- i. is or becomes generally available to the public through no breach of this Article by the Recipient; &
- ii. was in the recipient's possession free of any obligation of confidence prior to the time of receipt of it by the Recipient hereunder; &
- iii. is developed by the Recipient independently of any of discloser's Confidential Information; &
- iv. is rightfully obtained by the Recipient from third Parties authorized at that time to make such disclosure without restriction; &
- v. is identified in writing by the Discloser as no longer proprietary or confidential; or vi. is required to be disclosed by law, regulation or Court Order, provided that the recipient gives prompt written notice to the Discloser of such legal & regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure.

To the extent that such disclosure is required for the purposes of this Agreement, either Party may disclose Confidential Information to:

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- i. its employees, agents & independent contractors & to any of its affiliates & their respective independent contractors or employees; &
- ii. its professional advisors & auditors, who require access for the purposes of this Agreement, whom the relevant Party has informed of its obligations under this Article & in respect of whom the relevant Party has informed of its obligations under this Article has used commercially reasonable efforts to ensure that they are contractually obliged to keep such Confidential Information confidential on terms substantially the same as set forth in this Article. Either Party may also disclose confidential Information or any entity with the other Party's prior written consent.

The provisions of this Article shall survive the expiration or any earlier termination of this Agreement.

Standards of Performance

The AGENCY shall provide the services and carry out their obligations under the Contract with due diligence, efficiency and professionalism/ethics in accordance with generally accepted professional standards and practices. The AGENCY shall always act in respect of any matter relating to this contract. The AGENCY shall abide by all the provisions / Acts / Rules / Regulations,

Standing orders, etc of Information Technology as prevalent in the country. The SI shall also conform to the standards laid down by Government of Gujarat or Government of India from time to time.

Sub Contracts

All the personnel working on the project and having access to the Servers / data should be on payroll of the AGENCY. No sub-contracting is allowed during the project duration.

Care to be taken while working at the client Office

AGENCY should follow instructions issued by concerned Competent Authority from time to time for carrying out work at designated places. AGENCY should ensure that there is no damage caused to any private or public property. In case such damage is caused, AGENCY shall immediately bring it to the notice of concerned organization and the client in writing and pay necessary charges towards fixing of the damage. AGENCY shall ensure that its employees/representatives don't breach privacy of any citizen or establishment during the course of execution or maintenance of the project.

Compliance with Labour regulations

The AGENCY shall pay fair and reasonable wages to the workmen employed, for the contract undertaken and comply with the provisions set forth under the Minimum wages Act and the Contract Labour Act 1970. The salary of the manpower working on the client's project should be paid using

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ECS / NEFT / RTGS. A record of the payments made in this regard should be maintained by the AGENCY. Upon request, this record shall be produced to the appropriate authority in State Government and/or Judicial Body. If complaints are received by Government of Gujarat (or any appropriate authority) appropriate action (Liquidation of Security Deposit, Blacklisting, etc.) may be initiated as deemed necessary against the AGENCY.

Independent Contractor

Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture or employment relationship between the Parties to this Agreement. Except as expressly stated in this Agreement nothing in this Agreement shall be deemed to constitute any Party as the agent of any other Party or authorizes either Party (i) to incur any expenses on behalf of the other Party, (ii) to enter into any engagement or make any representation or warranty on behalf of the other Party, (iii) to pledge the credit of or otherwise bind or oblige the other Party, or (iv) to commit the other Party in any manner whatsoever in each case without obtaining the other Party's prior written consent.

Waiver

A waiver of any provision or breach of this Agreement must be in writing and signed by an authorized official of the Party executing the same. No such waiver shall be construed to affect or imply a subsequent waiver of the same provision or subsequent breach of this Agreement.

Notices

Any notice or other document, which may be given by either Party under this Agreement, shall be given in writing in person or by pre-paid recorded delivery post.

In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below

Gandhinagar Municipal Corporation:

The Municipal Commissioner

Gandhinagar Municipal Corporation

Tel: Fax:

Agency:

Tel: Fax:

Any notice or other document shall be deemed to have been given to the other Party when delivered (if delivered in person) if delivered between the hours of 9.30 am and 5.30 pm at the address of the other Party set forth above or on the next working day thereafter if delivered outside such hours, and 7 calendar days from the date of posting (if by letter).

Personnel/Employees

- a. Personnel/employees assigned by AGENCY to perform the services shall be employees of AGENCY & under no circumstances will such personnel be considered as employees of the client. AGENCY shall have the sole responsibility for supervision & control of its personnel & for payment of such personnel's employee's entire compensation, including salary, legal deductions withholding of income taxes & social security taxes, worker's compensation, employee & disability benefits & the like & shall be responsible for all employer obligations under all laws as applicable from time to time. The client shall not be responsible for the above issues concerning to personnel of AGENCY.
- b. AGENCY shall use its best efforts to ensure that sufficient AGENCY personnel are employed to perform the Services, & that, such personnel have appropriate qualifications to perform the Services. The client or its nominated agencies shall have the right to require the removal or replacement of any AGENCY personnel performing work under this Agreement. In the event that the client requests that any AGENCY personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule & upon clearance of the personnel based on profile review & upon schedule & upon clearance of the personnel based on profile review & personal interview by the client or its nominated agencies, within not later than 30 working days. AGENCY shall depute quality team for the project & as per requirements, the client shall have the right to ask AGENCY to change the team.
- c. Management (Regional Head / VP level officer) of AGENCY needs to be involved in the project monitoring & should attend the review meeting atleast once in a month.
- d. The profiles of resources proposed by AGENCY in the technical proposal, which are considered for Technical Bid evaluation, shall be construed as 'Key Personnel' & the AGENCY shall not remove such personnel without the prior written consent of the client. For any changes to the proposed resources, AGENCY shall provide equivalent or more experienced resources in consultation with the client.
- e. Except as stated in this clause, nothing in this Agreement will limit the ability of AGENCY freely to assign or reassign its employees; provided that AGENCY shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. The client shall have the right to review & approve AGENCY's plan for any such knowledge transfer. AGENCY shall maintain the same standards for skills & professionalism among replacement personnel as in personnel being replaced.
- f. Each Party shall be responsible for the performance of all its obligations under this Agreement & shall be liable for the acts & omissions of its employees & agents in connection therewith.

Variations & Further Assurance

- a. No amendment, variation or other change to this Agreement or the SLAs shall be valid unless made in writing & signed by the duly authorized representatives of the Parties to this Agreement.
- b. Each Party to this Agreement or the SLAs agree to enter into or execute, without limitation, whatever other agreement, document, consent & waiver & to do all other things which shall or may be reasonably required to complete & deliver the obligations set out in the Agreement or the SLAs.

Severability & Waiver

- a. if any provision of this Agreement or the SLAs, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the SLAs or the remainder of the provisions in question which shall remain in full force & effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid & enforceable provision which achieves to the greatest extent possible the economic, legal & commercial objectives of the illegal, invalid or unenforceable provision or part provision within 7 working days.
- b. No failure to exercise or enforce & no delay in exercising or enforcing on the part of either Party to this Agreement or the SLAs of any right, remedy or provision of this Agreement or the SLAs shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of any other right, remedy or provision.

Survivability

The termination or expiry of this Agreement or the SLAs for any reason shall not affect or prejudice any terms of this Agreement, or the rights of the Parties under them which are either expressly or by implication intended to come into effect or continue in effect after such expiry or termination.

Change control note

- a. This applies to and describes the procedure to be followed in the event of any proposed change to contract, site Implementation. Such change shall include, but shall not be limited to, changes in the scope of services provided by AGENCY and changes to the terms of payment.
- b. Change requests in respect of the contract, the site implementation, or the Service levels shall emanate from the Parties' representative who shall be responsible for obtaining approval for the change and who shall act as its sponsor throughout the Change Control Process and shall complete Part A of the CCN. CCNs shall be presented to the other Party's representative who shall acknowledge receipt by signature of the authorized representative of the Authority.
- c. AGENCY and the Authority while preparing the CCN, shall consider the change in the context of whether the change is beyond the scope of Services including ancillary and concomitant services required. The CCN shall be applicable for the items which are beyond the

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stated/implied scope of work as per the RFP document.

- d. AGENCY shall assess the CCN and complete Part B of the CCN. In completing Part B of the CCN AGENCY shall provide as a minimum:
 - i. a description of the change;
 - ii. a list of deliverables required for implementing the change;
 - iii. a timetable for implementation;
 - iv. an estimate of any proposed change; o any relevant acceptance criteria;
 - v. an assessment of the value of the proposed change;
 - vi. Material evidence to prove that the proposed change is not already covered within the scope of the RFP, Agreement and Service Levels.
- e. Prior to submission of the completed CCN to the Authority or its nominated agencies, AGENCY shall undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, AGENCY shall consider the materiality of the proposed change in the context of the Agreement, the sites, Service levels affected by the change and the total effect that may arise from implementation of the change.
- f. Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided AGENCY meets the obligations as set in the CCN. In the event AGENCY is unable to meet the obligations as defined in the CCN then the cost of getting it done by third party shall be borne by AGENCY. Change requests and CCNs shall be reported monthly to each Party's representative who shall prioritize and review progress.

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Format for Change Control Note

Date: [insert: date]

Contract: “Design, Development, Operation, Maintenance support of Software Applications for Gandhinagar Municipal Corporation”

CONTENTS

General

Change Order Log

Change Form

General

This section provides samples of procedures and forms for carrying out changes to solution during the performance of the contract in accordance with section 11.2.11 of the contract.

Change Order Log

The AGENCY shall keep an up-to-date Change Order Log to show the current status of Change Requests and Change Orders authorized or pending. Changes shall be entered regularly in the Change Order Log to ensure that the log is kept up-to-date. The AGENCY shall attach a copy of the current Change Order Log in the monthly progress report to be submitted to client.

Change Form

CHANGE CONTROL NOTE	CCN NUMBER:
Part A: Initiation	
Title:	
Originator:	Name and Designation of the Person
Sponsor:	
Date of Initiation:	
Details of Proposed Change	

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(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, A3 etc.)	
Authorized by client	Date:
Name and Designation :	
Signature:	
Received by the Agency	Date:
Name and Designation:	
Signature:	
CHANGE CONTROL NOTE	CCN NUMBER:
Part B : Evaluation	
(Identify any attachments as B1, B2, B3 etc.)	
Changes to services, charging structure, payment profile, documentation, training, service levels and component working arrangements and any other contractual issue.	
Brief Description of Solution:	
Impact:	
Deliverables:	
Timelines:	
Charges for Implementation (if any): (including a schedule of payments)	
Other Relevant Information:	
(including value-added and acceptance criteria)	
Authorized by the AGENCY	Date:
Name:	
Signature:	
CHANGE CONTROL NOTE	CCN NUMBER :
Part C : Authority to Proceed	
Implementation of this CCN as submitted in Part A, in accordance with Part B is: (tick as appropriate)	
Approved Rejected	

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Requires further information	
For client	For the AGENCY
Signature	Signature
Name	Name
Title	Title
Date	Date

20.18 Annexure 18 Draft Non Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is made and entered into ____ day of _____, 2025 by and between

_____ having its office at _____ (hereinafter referred to as "Client")

And

_____, having its office at _____ (hereinafter referred to as :Agency)

Whereas, CLIENT and Agency have entered into a Contract bearing reference number _____ dated _____ for _____ provision of _____ (hereinafter referred to as 'Contract'); and

Whereas, THE PARTIES may disclose to EACH OTHER certain information which is confidential and proprietary in nature and wishes to protect such information from unauthorized disclosure and use;

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein and in the Contract, the parties agree as follows:

WHEREAS, we the undersigned Bidder, _____, having our principal place of business or registered office at ___, are desirous of bidding for RFP No. <<>> dated <<DD- MM-YYYY>> **"Selection of Agency for Design, Development, Operation, Maintenance support of Software Applications for Gandhinagar Municipal Corporation."** (hereinafter called the said 'RFP') to the "Gandhinagar Municipal Corporation", hereinafter referred to as 'Authority'

And,

WHEREAS, the Bidder is aware and confirms that the Authority's business or operations, information, application or software, hardware, business data, architecture schematics, designs, storage media and other information or documents made available by the Authority in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and or proprietary to the Authority,

NOW THEREFORE, in consideration of disclosure of confidential information, and in order to ensure the Authority's grant to the Bidder of specific access to Authority's confidential information, property, information systems, network, databases and other data, the Bidder agrees to all of the following conditions.

It is hereby agreed as under:

1. The confidential information to be disclosed by the Authority under this Agreement ("Confidential Information") shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, security or zoning strategies & policies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through

meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Authority.

2. Confidential Information does not include information which:
 - a. the Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
 - b. information in the public domain as a matter of law;
 - c. is obtained by the Bidder from a third party without any obligation of confidentiality;
 - d. the Bidder is required to disclose by order of a competent court or regulatory authority;
 - e. Is released from confidentiality with the written consent of the Authority.

The Bidder shall have the burden of proving hereinabove are applicable to the information in the possession of the Bidder.

3. The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Tendering process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees:
 - a. to maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein;
 - b. to only make copies as specifically authorized by the prior written consent of the Authority and with the same confidential or proprietary notices as may be printed or displayed on the original;
 - c. to restrict access and disclosure of Confidential Information to their employees, agents, consortium members and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
 - d. To treat Confidential Information as confidential unless and until Authority expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.
4. Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Bidder's personnel to be present on premises of the Authority or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Authority while on or off premises of the Authority. It is understood that it would be impractical for the Authority to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information. Therefore, the Bidder shall disclose or allow access to the Confidential Information

only to those personnel of the Bidder who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Bidder will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Bidder's confidentiality obligation. Further, the Bidder shall procure that all personnel of the Bidder are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.

5. The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorized access to it.
6. The Bidder agrees that upon termination or expiry of this Agreement or at any time during its currency, at the request of the Authority, the Bidder shall promptly deliver to the Authority the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.
7. Confidential Information shall at all times remain the sole and exclusive property of the Authority. Upon completion of the Tendering process and or termination of the contract or at any time during its currency, at the request of the Authority, the Bidder shall promptly deliver to the Authority the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Authority. Without prejudice to the above the Bidder shall promptly certify to the Authority, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Authority in respect of the Confidential Information.
8. In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall give sufficient notice and render best effort assistance to the Authority to enable the Authority to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the Authority. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar

Confidential Information but in no event less than reasonable care.

1. Definitions. As used herein:

(a) The term “Confidential Information” shall include, without limitation, all information and materials, furnished by A PARTY (Disclosure) to Another PARTY (Recipient) in connection with Government/corporates/citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to such PARTY’s data, computer database, products and/or services. Confidential Information shall also include results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by Disclosure in connection with the Recipients’ or any government department’s /Corporates information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force.

(b) The term, “CLIENT” shall include the officers, employees, agents, consultants, contractors and representatives of CLIENT and its assigns and successors.

(c) The term, “Agency” shall include the directors, officers, employees, agents, consultants, contractors and representatives of Agency, including its applicable affiliates, subsidiary companies and permitted assigns and successors.

2. Protection of Confidential Information. With respect to any Confidential Information disclosed by the Discloser to the Recipient or to which any PARTY has access, BOTH THE PARTIES agrees that it shall:

(a) Use the Confidential Information only for accomplishment of the services to be performed under the Contract and in accordance with the terms and conditions contained herein;

(b) Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event takes less care than it takes to protect the confidentiality of its own proprietary and confidential information and that of its clients;

(c) Not make or retain copy of any Confidential Information except as necessary, under prior written permission from OTHER PARTY , in connection with the services to be performed under the Contract, and ensure that any such copy is immediately returned to

the OTHER PARTY even without express demand from such party to do so;

(d) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any person or entity without the express written consent of DISCLOSER except as provided in clause 6 below; and

(e) Return to Discloser, or destroy, at Discloser's direction, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of:

(i) expiration or termination of the Contract, or

(ii) on request of Discloser.

(f) Not discuss with any member of public, media, press or any other person about the nature of arrangement entered between the PARTIES or the nature of services to be provided by the Agency to the CLIENT.

3. Onus. RECIPIENT shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the exceptions provided in clause 4 below.

4. Exceptions. The obligations of confidentiality as mentioned in this Agreement shall not apply to any information:

(a) Which has become generally available to the public without breach of this Agreement by RECIPIENT; or

(b) Which at the time of disclosure to RECIPIENT was known to RECIPIENT free of confidentiality restriction as evidenced by documentation in RECIPIENT's possession; or

(c) Which EITHER PARTY agrees in writing is free of such confidentiality restrictions.

5. Remedies. THE PARTIES acknowledges and agrees that (a) any actual or threatened unauthorized disclosure or use of the Confidential Information by RECIPIENT would be a breach of this Agreement and may cause immediate and irreparable harm to DISCLOSER; (b) damages from such unauthorized disclosure or use may be impossible to measure accurately and injury sustained by CLIENT may be impossible to calculate and remedy fully. RECIPIENT acknowledges that in the event of such a breach, DISCLOSURE shall be entitled to specific performance by

RECIPIENT of RECIPIENT's obligations contained in this Agreement. RECIPIENT shall indemnify, save, hold harmless and defend DISCLOSURE promptly upon demand and at its expense, any time and from time to time, from and against any and all suits, proceedings, actions, demands, losses, claims, damages, liabilities, costs (including reasonable

attorney's fees and disbursements) and expenses (collectively, "Losses") to which DISCLOSURE may become subject, in so far as such Losses arise out of, in any way relate to, or result from breach of obligations under this Agreement by RECIPIENT .

6. Need to Know. THE PARTIES shall restrict disclosure of Confidential Information to its employees and/or consultants who have a need to know such information for accomplishment of services under the Contract provided such employees and/or consultants have agreed to abide by the terms and conditions of this Agreement and agree that they shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of DISCLOSURE.

7. Intellectual Property Rights Protection. No license to DISCLOSURE , under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to DISCLOSURE .

8. No Conflict. The parties represent and warrant that the performance of their obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.

9. Authority. The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.

10. Governing Law. This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to submit to the exclusive jurisdiction of Courts and/or Forums situated at GANDHINAGAR, India only.

11. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and under standings among the parties with respect to the subject matter hereof.

12. Amendments. No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.

13. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

14. Severability. It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect

the other provisions of this Agreement.

15. Waiver. If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

16. Survival. THE PARTIES agrees that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement and obligations of indemnity shall survive for a period of 10 years after any expiration or termination of this Agreement.

17. Non-solicitation. During the term of this Agreement and thereafter for a further period of two (2) years THE PARTIES shall not solicit or attempt to solicit EACH OTHER's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to EITHER PARTY with any employee and/or consultant of the EITHER PARTY who has knowledge of the Confidential Information, without the prior written consent of DISCLOSURE. This section will survive irrespective of the fact whether there exists a commercial relationship between Agency and CLIENT.

18. Term. This Agreement shall come into force on the date first written above and, subject to aforesaid clause 16, shall remain valid up to TWO (2) YEARS from the expiry or termination of the Contract.

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

For CLIENT,

Name:

Title:

For:

Selected Bidder

Name:

Title:

Witnesses

1 _____

2 _____

20.19 Annexure 19 Office Undertaking

(Company letterhead)

Place:

Date:

To,

The Municipal Commissioner

Gandhinagar Municipal Corporation

Registered Address: Pandit Deendayal Bhavan, Behind Fire Station,
Sector-17, Gandhinagar, (Gujarat) Pin-382016

Subject: Participation in response to the Request for Proposal (RFP) for **Selection of Agency for Design, Development, Operation, Maintenance support of Software Applications for Gandhinagar Municipal Corporation**

Ref: RFP No. <<.....>> **dated** <<>>

Subject: Undertaking to Open an Office in Ahmedabad/Gandhinagar in Gujarat

Dear Sir,

We here by undertake that: We are willing to open an office in Ahmedabad/Gandhinagar within 45 days in case it is declared successful in the bidding Process.

We have carefully read and understood the entire tender document. We do agree to all the terms and conditions mentioned in the RFP.

Signature:

Name:

Designation:

Address:

Seal:

Date: