U. T. Admn. of Daman & Diu
Fisheries Department, Diu

Tender for Development of Website, Mobile Application and Web Application for Fisheries Department, Diu

23rd January, 2019

Tender No.: ASFD/1-ADM/81-Web/2018-19/

Bid Processing Fees: Rs. 1,500/-
Bid Security/EMD: Rs. 55,000/-

Fisheries Department,
Nr. Electricity Dept., Gandhipara,
Diu – 362520 (U.T)
Phone No: 02875-252859
Website: http://diu.gov.in

Last date of Submission of Bid: 01/02/2019 upto 15:00 hrs
Opening of Technical Bid: 04/02/2019 at 16:00 hrs
Presentation Date: Department will Inform

23/01/2019
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SECTION I: INVITATION FOR BIDS (IFB)

COMPETITIVE BIDDING FOR SELECTION OF AGENCY FOR DEVELOPMENT OF WEBSITE, MOBILE APPLICATION AND WEB APPLICATION FOR FISHERIES DEPARTMENT, DIU

Request for Proposal of Selection for Development of Website, Mobile Application and Web Application for Fisheries Department, Diu for 3 years of support & maintenance including update/upgrade.

The bidder shall be responsible for providing all types of applications/services, as mentioned in Tender document & Scope of Work, as a part of this project.

1. Please note that this bid document is not for actual award of contract / work order but to call the rates as per the financial bid for Development of Website, Mobile Application and Web Application for Fisheries Department, Diu.

2. Actual award of contract will follow the conditions as per this document. This document is given for enabling the bidders to know the tender conditions so as to guide them in filling up the technical bid and the quoting rates for Development and Maintenance of Bank Guarantee Register system.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Information</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Date of Issue of Tender Document</td>
<td>23/01/2019</td>
</tr>
<tr>
<td>2.</td>
<td>Last date and time for submission of EMD &amp; Bid Processing fees in Fisheries Department, Diu physically.</td>
<td>01/02/2019 upto 15:00 hrs</td>
</tr>
<tr>
<td>3.</td>
<td>Last date and time for submission of proposals (Technical and commercial) (Online)</td>
<td>01/02/2019 upto 15:00 hrs</td>
</tr>
<tr>
<td>4.</td>
<td>Place, date and time for opening of technical proposals</td>
<td>04/02/2019 at 16:00 hrs Fisheries Department, Nr. Electricity Department, Gandhipara-Diu-362520 (U.T) Phone No: 02875-252859</td>
</tr>
<tr>
<td>5.</td>
<td>Address for communication</td>
<td>Fisheries Department, Nr. Electricity Department, Gandhipara-Diu-362520 (U.T) Phone No: 02875-252859</td>
</tr>
</tbody>
</table>

[Signature]
22/01/2019
3. All bids must be submitted online on https://nprocure.com or https://daman.nprocure.com website.

4. Tender Document should be submitted along with non-refundable Tender Fees of Rs.1,500/- (Rupees one thousand five hundred only) in form of Demand Draft and refundable EMD of Rs.55,000/- (Rupees fifty five thousand only) in form of FDR in favour of H. O. Fisheries, Diu.

5. Dy. Collector & H. O. Fisheries, Diu reserves the right to amend/cancel any of the terms and conditions in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason.

6. The sealed cover should super scribe as “Bid Processing fees & EMD for the tender for Selection of “TENDER FOR DEVELOPMENT OF WEBSITE, MOBILE APPLICATION AND WEB APPLICATION FOR FISHERIES DEPARTMENT, DIU.”

7. Technical Bids will be opened in the presence of Bidders’ or their representatives who choose to attend on the specified date and time.

8. In the event of the date specified for receipt and opening of bid being declared as a holiday for Fisheries Department, Diu office the due date for submission of bids and opening of bids will be the following working day at the appointed times.

9. Financial bids of only those bidders who qualify on the basis of evaluation of technical bids will be opened.

10. Bid validity period is 90 days.

(Dr. Apurva Sharma)
Dy. Collector &
H. O. Fisheries, Diu

Copy to:-
1. Secretary (Fisheries), secretariat, Daman... for kind information.
2. DIO, NIC, Daman/Diu ...for uploading on respective website of Daman & Diu.
SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

1 Definitions

1. "Applicable Law" means the laws and any other instruments having force of law in India as they may be issued force and in force from time to time.

2. "Proposals" means proposals submitted by bidders in response to the RFP issued by Fisheries Department, Diu for selection of company.

3. "Committee" means Committee of the Diu District Administration.

4. "Contract Price" means the price payable to the company on the panel of Fisheries Department, Diu under the Contract for the complete and proper performance of its contractual obligations.

5. "SP" means Service Provider, any private or public entity, which will provide the services to Fisheries Department, Diu under the contract.

6. "Contract" means the Contract signed by the parties along with the entire documentation specified in the RFP.

7. "Day" means working day.

8. "Effective date" means the date on which the contract comes into force and effect.

9. The "Bid Document" and "Tender Document" are the same.
# 2 Pre-qualification Criteria

The firm/company meeting the following eligibility criteria will be considered for Technical Bid evaluation

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Pre-Qualification Criteria</th>
<th>Documents Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The company should be registered under Companies Registration act 1956 or 2013.</td>
<td>Copy of Certificate of Incorporation</td>
</tr>
<tr>
<td>2.</td>
<td>The bidder must have turnover of at least Rs. 50 Lacs for each of the last three financial years or cumulative of Rs.1.5 Cr. in last three years 2015-16, 2016-17, 2017-18 from Software/IT product Development and Software Support service activities.</td>
<td>Audited Financial Balance sheet</td>
</tr>
<tr>
<td>4.</td>
<td>Bidder should have experience of implementing at least 3 projects of dynamic software Application of Each value more than 10 lacs in the last three years.</td>
<td>Work Order from Client</td>
</tr>
<tr>
<td>5.</td>
<td>The Bidder must have standard quality certification like CMMi 3 OR ISO 9001:2015 and ISO 27001:2013</td>
<td>Copy of Certificate</td>
</tr>
<tr>
<td>6.</td>
<td>Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of India and / or black-listed by Indian Government departments and PSUs.</td>
<td>Self-Declaration as attached</td>
</tr>
<tr>
<td>7.</td>
<td>The bidder must have one office in Gujarat. In case, bidders do not have office in Gujarat, bidder should give undertaking to open office in Gujarat within 45 days from the Award of Contract</td>
<td>Please attach the copy of any one of the following: Property tax bill/Electricity Bill/Telephone Bill/GST Registration/Lease agreement.</td>
</tr>
<tr>
<td>8.</td>
<td>GST Certificate and Company's PAN Card</td>
<td>Please attach the copy</td>
</tr>
<tr>
<td>9.</td>
<td>Consortium will be allowed.</td>
<td>-</td>
</tr>
</tbody>
</table>

All supporting documents are to be uploaded in our e-Tendering website [https://daman.nprocure.com](https://daman.nprocure.com) or [www.nprocure.com](http://www.nprocure.com)
3 Cost of Bidding

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

A. THE BIDDING DOCUMENTS

1 Contents of Bidding Documents
   12 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents and on https://daman.nprocure.com or www.nprocure.com. Failure to furnish all information required by the bidding documents in format or submission of a bid not substantially responsive to the biding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

2 Amendment of Bidding Documents
   21 At any time prior to the deadline for submission of bids, Fisheries Department, Diu may, for any reason, whether on its own initiative or in response to the clarification may change their bid online through https://daman.nprocure.com or www.nprocure.com.

B. PREPARATION OF BIDS

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

2 Documents Comprising the Bid
   21 The Technical Bid and Financial Bid must be submitted online through the e-Tendering website of https://daman.nprocure.com or www.nprocure.com using digital signatures.
   22 The bid documents and addendums (if any) together shall be considered as final and self-contained bid documents not withstanding any previous correspondence or document issued by Fisheries Department, Diu.

3 Bid Form
   31 The Bidder shall complete the Technical Bid and a Financial Bid furnished with this document giving details as per the format mentioned in the e-Tendering website https://daman.nprocure.com or www.nprocure.com.
4 Bid Prices
41 The Bidder shall indicate the prices in the format mentioned in Financial Bid.
42 Following points need to be considered while indicating prices:
   42.1 The prices quoted should also include, inland transportation, insurance and other local costs incidental to delivery of the Software and services to their final destination Fisheries Department, Diu.
   42.2 The Taxes are extra as applicable.
   42.3 Sharing of responsibility (between Fisheries Department, Diu and the bidder) of procurement of various types of software shall be as under:
   42.4 Fisheries Department, Diu shall provide/procure the necessary licensed software as mentioned above, at the time of implementation.
   42.5 Fisheries Department, Diu shall have all the rights to select any of the above options without justifying reasons thereof.
   42.6 If rates are found to be unreasonably low or high, the bid shall be treated as nonresponsive and hence will be liable for rejection.

5 Bid Currency
51 Prices shall be quoted in Indian Rupees only.

6 Earnest Money Deposit
61 Bidders shall submit EMD of Rs. 55,000/- in the form of FDR in the name of “H. O. Fisheries, Diu.” along with the covering letter.
62 Proposals not accompanied by EMD shall be rejected as non-responsive.
63 The successful bidder’s bid security will be discharged from Fisheries Department, Diu only after the signing of the contract and submission of performance security.
64 Unsuccessful bidder’s EMD will be discharged / refunded as promptly as possible, but not later than 30 days of the validity period of the bid.
65 The EARNEST MONEY DEPOSIT shall be forfeited:
   65.1 If a Bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Bid Form;
   65.2 Or in case of a successful Bidder, if the Bidder fails to sign the Contract; or to furnish the performance security.
66 No exemption for submitting the EMD will be given to any agency.

7 Period of Validity Bids
71 Bids shall be valid for 90 days after the date of bid opening prescribed by Fisheries Department, Diu. A Bid valid for a shorter period shall be rejected by Fisheries Department, Diu as non-responsive.
72 Bid evaluation will be based on the bid prices and technical bid without taking into consideration the above corrections.
8 Format and Signing of Bid
81 The Bidders have to submit the bid on the e-Tendering website https://daman.nprocure.com or www.nprocure.com. All supporting documents in the form of scanned copies submitted online should have sign and seal of the bidder.
82 Before filling in any of the details asked for. Bidders should go through the entire bid document

C. SUBMISSION OF BIDS

1 Sealing and Marking of Bids
11 All bids must be submitted online through https://daman.nprocure.com or www.nprocure.com as per the formats mentioned therein using digital signatures.
12 Telex, e-mailed or facsimile bids will be rejected.

2 Deadline for Submission of Bids
21 Bids must be submitted online not later than the time and date specified in the Invitation for Bids (Section I). In the event of the specified date for the submission of Bids being declared as a holiday for Fisheries Department, Diu, the bids will be received up to the appointed time on the next working day.

3 Late Bids
31 Late bids will not be accepted.

4 Modification and Withdrawal of Bids
41 The Bidder may modify or withdraw his bid before the last date of submission of bids through the e-Tendering website https://daman.nprocure.com or www.nprocure.com.
42 No bid may be modified subsequent to the deadline for submission of bids.
43 No bid may be withdrawal in the interval between the deadline for submission of bids and the expiration of the period of the bid validity specified by the Bidder on the Bid Form.

D. BID OPENING AND EVALUATION OF BIDS

1 Opening of Bids by Fisheries Department, Diu
11 Fisheries Department, Diu will open all bids (only Technical Bids at the first instance), in the presence of Bidder or his representative who choose to attend, and at the following address:

Fisheries Department, Nr. Electricity Dept., Gandhipara- Diu – 362520 (U.T)
Phone No: 02875-252859.

The Bidder’s representative who is present shall sign an attendance register evidencing their attendance. In the event of the specified date of Bid opening being declared holiday for Fisheries Department, Diu, the Bid shall be opened at the appointed time and location on the next working day.
12 The Bidder's names, bid modifications or withdrawal, bid prices,
discounts, and the presence or the absence of requisite bid security and such other details, as Fisheries Department, Diu, at its discretion, may consider appropriate, will be announced at the time of opening.

13 Bids that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances.

14 Financial Bids of only those bidders who qualify on the basis of evaluation of technical bid will be opened in the presence of the qualified bidders of their representatives at pre-specified time and date which will be communicated to the qualified bidders well in advance.

2 Clarification of Bids
21 During evaluation of bids, Fisheries Department, Diu may, at its discretion, ask the Bidder for a clarification of its bid. Fisheries Department, Diu may also ask for rate analysis of any or all items and if rates are found to be unreasonably low or high, the bid shall be treated as non-responsive and hence liable to be rejected. The request for a clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

3 Preliminary Examination
31 Fisheries Department, Diu will examine the bids to determine whether they are complete, whether any computational errors have been made, whether sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

32 If a Bid is not substantially responsive, it will be rejected by Fisheries Department, Diu and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

33 Conditional bids are liable to be rejected.

4 Methodology & Criteria for Technical, Commercial and Final evaluation
41 Fisheries Department, Diu will form an evaluation Committee or it may be done by IT Committee which will evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, Fisheries Department, Diu, may, at its discretion, ask the bidders for clarification of their Technical Bid.

42 The bidders are expected to provide all the required supporting documents & compliances as mentioned in this RFP. Any deviation from the same will lead to the disqualification, have scored 65% in technical evaluation. At any point of time, if Fisheries Department, Diu feels that the bidder is hiding any information which will affect the project cost in short or long run, Fisheries Department, Diu may reject his bid without assigning any reason or explanation.

43 Price quoted in the financial bid will be final.

44 Financial bids of only those bidders who qualify on the basis of evaluation of technical bids will be opened. Only without tax values will be considered for financial evaluation.

[Signature]
23/01/2019

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### Technical Criteria:

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Particulars</th>
<th>Points System</th>
<th>Max Marks</th>
</tr>
</thead>
</table>
| 1      | Certifications                                                             | CMMI3 = 4 Marks  
ISO 9001:2015 for software development = 3 Marks  
ISO 27001:2013 = 3 Marks | 10        |
| 2      | Average Turnover of Consulting firm for last 3 years (i.e. FY 2015-16,2016-17,2017-18) (Turnover in Rs) | 0.5 Cr to 1 Cr = 5 Marks  
More than 1Cr to 4 Cr = 7 Marks  
More than 4 Cr = 10 Marks | 10        |
| 3      | Implementation Agency should have numbers of Dynamic software Application Projects having cost of more than Rs. 10 lakh. | 3 projects = 5 Marks  
> 3 projects = 10 Marks | 10        |
| 4      | Development of Website, Mobile Application and Web Application for Fisheries Department, Diu PRESENTATION | Detail mentioned in below table | 70        |

**Total** 100 Marks

Note: Minimum 65 marks out of 100 required to qualify for financial bid opening.
<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Presentation Evaluation Criteria</th>
<th>Max. Score</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>General</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Whether Contents are categorized properly?</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Whether Contents address target audience?</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Aesthetics impact &amp; user friendliness</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Ease of Navigation within Website</td>
<td>50</td>
</tr>
<tr>
<td>5</td>
<td>Color scheme flexibility, balance, image proportion</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Level of understanding of the organizational functions</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Focus on citizen centric services</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Technical</strong></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Integration with Backend Database</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>Language Selection Facility</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Remote User / Site Management</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Standard used for integration/ data exchange (XML, Web services etc)</td>
<td></td>
</tr>
</tbody>
</table>

**Total Score** 70

Financial Bid evaluation:

The Commercial bid of those bidders who qualify in the technical evaluation will only be opened. All other Commercial bids will not be opened. The Commercial bids (as per the formats provided in Form 6) of the technically qualified bidders will be evaluated.
45 BID EVALUATION PROCESS

45.1 Process of Evaluation: The bid will be evaluated on QCBS methodology in the ratio of 70:30 (70% weightage for technical bid and 30% for financial bid). The evaluation will consist of the following phases:

Phase I: Evaluation of Eligibility Criteria
Phase II: Evaluation of Technical Bids
Phase III: Evaluation of Financial Bids
Phase IV: Combined Evaluation of Technical & Financial Bid

45.2 Phase I: Evaluation of Eligibility criteria: In this part the Bidders will be evaluated for the fulfillment of the conditions specified in the pre-qualification criteria. Pre-qualification bid documentation shall be evaluated as under:

i. The evaluation committee will check if the bidder has submitted the EMD along with the Technical Proposal and the same are found to be in order.

ii. The documentation furnished by the bidder will be examined to see if the firm's capacity, skill base and other Bidder attributes as claimed therein are consistent with the needs of this project.

iii. Department may ask bidder(s) for additional information, and/or arrange discussions with their professional, technical resource to verify claims made in bid documentation. If the bidder fails to submit the additional supporting documents, the bid shall be rejected.

45.3 Phase II: Evaluation of Technical Bids: In this part the technical bid of only those bidders who have qualified the Phase I. i.e. Eligibility criteria will be evaluated. The technical bid will be evaluated on the parameters described in the following section 4.5.4

45.4 Analysis of technical bid

- In this part, the technical bid will be analyzed and evaluated and the technical; bid marks (Stm) shall be assigned to each bid on the basis of following evaluation matrix

- Technical Bid Score: The Technical Bid Score 'St' of the Bidder shall be derived as under

\[ S_t = \left( \frac{S_{tm}}{S_{hm}} \right) \times 100, \]

where

$S_t$ is the Technical Bid Score

$S_{tm} =$ Total technical bid marks of the bidder under consideration

$S_{hm} =$ Highest total technical; bid marks amongst all evaluated bids

- The Bid Evaluation Committee reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without requirement of intimating the Bidder of any such changes. At any time during the process of evaluation the Bid Evaluation Committee may seek specific clarifications from any or all Bidders

45.5 Phase III: Evaluation of Financial Bids: In this phase, the Financial
Bids of the Bidder, who are technically qualified in Phase II, shall be opened. Formula to determine the scores for the Financial Bids shall be as follows:

\[ S_F = \left( \frac{F_l}{F} \right) \times 100, \]

where,

- \( S_F \) is the Financial Score
- \( F_l \) is the value of the lowest Commercial Bid
- \( F \) is the price quoted in the bid under consideration

4.5.6 Phase IV: Combined Evaluation of Technical & Financial Bid. The Total score of the Bidder will be determined as under:

\[ \text{Total Score} = (T_s) = (0.7 \times S_t) + (0.3 \times S_f) \]

The bidder, who obtains the highest TS value, will be rated as the Most Responsive Bid. In the event of the same Ts score of bidders, the bid with the highest technical score (St) will be rated as the most responsive bid. Beyond that, Bid Evaluation/Tender Committee will decide the matter in its full discretion.

Office in State of Gujarat
The Bidder is required to have a local office in State of Gujarat. If the bidder does not have a local office, The Award of contract to the bidder will be conditional subject to opening of Local Office within 45 days from the Award of Contract.

5 Contacting Fisheries Department, Diu
5.1 Bidder shall contact Fisheries Department, Diu on any matter relating to its bid, from the time of the bid opening to the time of contract is awarded. If he wishes to bring additional information to the notice of Fisheries Department, Diu, he should do so in writing. Fisheries Department, Diu reserves its right as to whether such additional information should be considered or otherwise.

5.2 Any effort by a Bidder to influence Fisheries Department, Diu in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the Bidder’s bid and also forfeiture of his bid security amount.

E. AWARD OF CONTRACT

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

2 Award Criteria
21 Fisheries Department, Diu will award the contract to the successful bidder decided as per the evaluation procedure mentioned above.
22 Fisheries Department, Diu reserves the right to award the contract to the Bidder whose bid may not have been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

3 Fisheries Department, Diu’s Right to Accept Any Bid and to reject any or All Bids

[Signature]
22/11/2019
31 Fisheries Department, Diu reserve the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for Fisheries Department, Diu action.

4 Notification of Awards
41 Prior to the expiration of the period of the bid validity, concerned Fisheries Department, Diu will notify the successful bidders in writing, to be confirmed in writing by registered letter, that his bid has been accepted.
42 The notification of award will constitute the formation of the Contract.

5 Signing of Contract
51 At the same time as Fisheries Department, Diu notifies the successful Bidder that its bid has been accepted, Fisheries Department, Diu will send the bidder the Contract Form, incorporating all the agreements between two parties.
52 Within 15 days of receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to Fisheries Department, Diu.

6 Performance Security / Performance Bank Guarantee
61 The successful Bidder has to furnish a security deposit so as guarantee his/her (Bidder) performance of the contract.
62 The Successful bidder has to submit Performance Bank Guarantee @ 10% of total order value within 15 days from the receipt of notification of award from “Fisheries Department, Diu” from all Nationalized Bank including the public sector bank or Private Sector Banks authorized by RBI or Commercial Bank or Regional Rural Banks of Gujarat or Co-Operative Bank of Gujarat
63 The Performance Security shall be in the form of Bank Guarantee valid for 3 years from the date of actual start of operation.
64 The proceeds of the performance security shall be payable to Fisheries Department, Diu as compensation for any loss resulting from the Service Provider’s failure to complete its obligations under the Contract.
65 The Performance Security shall be denominated in Indian Rupees
66 Within 15 days of the receipt of notification of award from “Fisheries Department, Diu”, the successful bidder shall furnish the performance security in accordance with the Conditions of the Contract, in the performance security Form provided in the bidding documents in the Performa prescribed in the Tender.
67 The Performance Security will be discharged by Fisheries Department, Diu and returned to the Bidder on completion of the bidder’s performance obligations under the contract.
68 In the event of any contract amendment, the bidder shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period.
69 No interest shall be payable on the PBG amount. Fisheries Department, Diu may invoke the above bank guarantee for any kind of recoveries, in case; the recoveries from the bidder exceed the amount payable to the bidder.
7 Corrupt or Fraudulent Practices.
7.1 Fisheries Department, Diu requires that the bidders under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, Fisheries Department, Diu defines for the purposes of this provision, the terms set forth as follows:

7.2 “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and

7.3 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or an execution of a contract to the detriment of Fisheries Department, Diu, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive Fisheries Department, Diu of the benefits of the free and open competition;

7.4 Fisheries Department, Diu shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices.

8 Interpretation of the clauses in the Tender Document / Contract Document
8.1 In case of any ambiguity in the interpretation of any of the clauses in Bid Document or the Contract Document, Fisheries Department, Diu’s interpretation of the clauses shall be final and binding on all parties.

8.2 Fisheries Department, Diu may issue clarifications to all the bidders as an addendum. Such an addendum shall form a part of the bid document / Contract document.
SECTION III: GENERAL CONDITIONS OF CONTRACT

1. Definitions
   1.1. In this Contract, the following terms shall be interpreted as indicated
   1.2. "The Contract" means the agreement entered into between Fisheries Department, Diu and the service provider, as recorded in the Contract Form Signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
   1.3. "The Contract Price" means the price payable to the service provider under the Contract for the full and proper performance of its contractual obligations;
   1.4. "Services" means to Design, Develop, Implement, testing and maintenance of software application for Fisheries Department, Diu and other obligations of the service provider covered under the Contract;
   1.5. "GCC means the General Conditions of Contract contained in this section.
   1.6. "The Client's Country" is the country named in GCC.
   1.7. "The SP means service provider" means the individual or firm supplying the and / or Services under this Contract.
   1.8. "Day" means a working day.
   1.9. "Critical deliverables" means the deliverables supplied by SP
   1.10. "Time required for approval" means the time elapsed between the date of submission of a critical deliverables (complete in all respect for all the business functions /services) and the date of approval excluding the intermediate time taken by the Service Provider for providing clarifications/modifications and communication.
   1.11. The "Go-Live" means the Software application is ready in all respect (designing, development, testing & implementation of all modules listed in Scope of work and first used by the citizen/department users.
   1.12. The "Bid Document" and "Tender Document" are the same.

2. Country of Origin
   2.1. All Services rendered under the Contract shall have their origin in the member countries and territories eligible i.e. India
   2.2. The origin of Services is distinct from the nationality of the service provider.

3. Standards
   3.1. The software supplied under this Contract shall conform to the standards and when no applicable standard is mentioned; to the authoritative standard appropriate to the country of origin and such standards shall be the latest issued by the concerned institution.

[Signature]
27/11/2019
4. **Delivery of Documents**
   4.1. Design/Development/Coding/implementation/maintenance/UAT Certificate of the software shall be made by the service provider in accordance with the terms specified by FISHERIES DEPARTMENT, DIU in the Notification of Award.
   4.2. Upon deployment of the solution / completion of the assigned work under the service, service provider shall notify FISHERIES DEPARTMENT, DIU accordingly.

5. **Deployment of Software**
   5.1. Service provider must deploy the solution at the places specified by FISHERIES DEPARTMENT, DIU at the time of the contract and ensure smooth running of that solution. Service provider needs to provide all the necessary things like CD media, etc. at every deployment site for assuring minimum down time of the system.

6. **Prices**
   6.1. Prices payable to the service provider as stated in the Contract shall remain firm and fixed during the performance of the Contract.
   6.2. The prices quoted should not be conditional/optional and it should be in line with the technology and approach presented during the Approach & Methodology by the Service Provider before the IT committee. The bidder should not submit conditional/optional bids. Conditional/optional bids are liable to be rejected outright.

7. **Contract Amendments**
   7.1. No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

8. **Assignment**
   8.1. The service provider shall not assign, in whole or in part, its obligations to perform under the Contract, except with FISHERIES DEPARTMENT, DIU’s prior written consent.

9. **Delays in the supplier / service provider’s Performance**
   9.1. Delivery of the software and performance of the Services shall be made by the service provider in accordance with the time schedule specified by FISHERIES DEPARTMENT, DIU in the contract document.
   9.2. If any time during performance of the Contract, the service provider should encounter conditions impeding timely delivery of the Software and performance of Services, the service provider shall promptly notify FISHERIES DEPARTMENT, DIU in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the service provider’s notice, FISHERIES DEPARTMENT, DIU shall evaluate the situation and may, at its discretion, extend the service provider’s time for performance with or without a penalty, in which case the extension shall be ratified by the parties by amendment of the Contract. Any such extension of time limit, even if it is due to unforeseen circumstances beyond control of both the SP and FISHERIES DEPARTMENT, DIU, shall be at no extra cost to FISHERIES DEPARTMENT, DIU.

10. **Termination for Default**
    10.1. FISHERIES DEPARTMENT, DIU may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the service provider, terminate the Contract in whole or part:
    10.1.1. If the service provider fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by
7 Purpose of Termination Clause:

7.1 "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;" If the Service Provider fails to conform to the quality requirement laid down/third party inspection/consultants opinion.

8 Force Majeure

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

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

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

9 Limitation of Liability

9.1 In no event shall either party be liable for any indirect, incidental, consequential, special or punitive loss or damage including but not limited to loss of profits or revenue, loss of data, even if the party shall have been advised of the possibility thereof. In any case, the aggregate liability of the bidder, whatsoever and howsoever arising, whether under the contract, tort or other legal theory, shall not exceed the total charges received as per the Contract, as of the date such liability arose, from the Purchaser, with respect to the Software or services supplied under this Agreement, which gives rise to the liability.

10 Termination for Insolvency

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

11 Termination for Convenience

11.1 FISHERIES DEPARTMENT, DIU by written notice sent to the service provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for FISHERIES DEPARTMENT, DIU's convenience, the extent to which performance of the service provider under the Contract is terminated, and the date upon which such termination becomes effective.

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

11.3 To have any portion completed and delivered at the Contract terms and prices; and/or To cancel the remainder and pay to the service provider an agreed amount for partially completed services / software and for services / software previously procured by the service provider.

12 Right to use defective software/equipment

12.1 If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the software/equipment proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such software/equipment until rectification of defects, errors or omissions by debugging / repair or by partial or complete replacement is made without interfering with FISHERIES DEPARTMENT, DIU's operation.

13 Supplier / service provider's Obligations

13.1 The service provider is obliged to work closely with FISHERIES DEPARTMENT, DIU's staff, act within its own authority and abide by directives issued by FISHERIES DEPARTMENT, DIU.

13.2 The service provider will treat as confidential all data and information about FISHERIES DEPARTMENT, DIU, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of FISHERIES DEPARTMENT, DIU.

14 Site Preparation and Installation

14.1 FISHERIES DEPARTMENT, DIU is solely responsible for the preparation of the sites in compliance with the technical and environmental specification defined by the service provider. FISHERIES DEPARTMENT, DIU will designate the installation sites before the scheduled installation date to allow the service provider to perform a site inspection to verify the appropriateness of the sites before the deployment of software. This activity should be undertaken immediately after signing of the contract with FISHERIES DEPARTMENT, DIU so that there is no delay in implementation of
software due to site problems. The software requirement report should be submitted within the first 30 days after signing of the Contract with FISHERIES DEPARTMENT, DIU.

15 Proposed timelines for Implementation from the date of issuance of work order (25 Days)

16 Payment Schedule

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Percentage Payable</th>
</tr>
</thead>
<tbody>
<tr>
<td>After conceptualization of the whole Software (Submission SRS Document)</td>
<td>30%</td>
</tr>
<tr>
<td>Successful uploading and installation of Software on User's Platform and generation of test reports as well as submission of Systems manual and user's manual</td>
<td>40%</td>
</tr>
<tr>
<td>After successful completion of the work Implementation report and handing over of all source code, meta data, licenses certification etc. to the organization or their authorized representative.</td>
<td>30%</td>
</tr>
</tbody>
</table>

Note: No advance payment will be made. Taxes are extra as applicable

23 Page
17 Unconditional Bid
17.1 Bidders shall not put any condition of any kind in the Technical and Financial Bid, failing which the bid shall be rejected as non-responsive.

18 No Variable Cost in Financial Bid
18.1 Bids with the variable costs / rates shall not be considered and shall be rejected as non-responsive at the discretion of FISHERIES DEPARTMENT, DIU.

19 Resolution of Disputes
19.1 In this regard FISHERIES DEPARTMENT, DIU doesn’t go for any arbitration on dispute and FISHERIES DEPARTMENT, DIU’s decision will be final and binding on the service provider.

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

21 Applicable Law
21.1 The Contract shall be interpreted in accordance with the laws Diu jurisdiction Only

22 Taxes and Duties
22.1 Taxes are extra as applicable

23 Binding Clause
23.1 All decisions taken by Fisheries Department, Diu regarding the processing of this tender and award of contract shall be final and binding on all parties concerned.

24 Notice
24.1 Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address mentioned in the project specific Contract Agreement.

25 Subcontract/Outsource
25.1 Consortium will be allowed.

26 Security Audit
26.1 Website and Application should be hosted and released only after undergoing the Website Security Audit as per the guidelines of Government of India. Fisheries Department, Diu may take help for selection of Security auditor for Security audit of website and Application. So, Payment of Security audit would be paid by Fisheries Department, Diu. Web developer should be responsible to fix the vulnerabilities found.

27 Hosting
27.1 During the Security Audit process, Department may host Website and Application outside of Data Center. Department will all pay Domain and Hosting Charges. All Implementation process will be vendor responsibility.
Section IV: Scope of Work

Technical Specification for Website:

1. Website should run independent of IP Address.
2. Website should be IPv6 compliant.
3. Website should be running on SSL & follow https protocols.
4. Website can be compatible to run on multi server environment for load sharing
5. Website should be compatible with desktop as well as mobile/tablet views including portrait & landscape mode.
6. Secure logging would be provided for Web Server / DB Server.
7. Secure password without storage in the code.
8. International standards would be maintained so that we are not infringing any copyright for images, content etc.
9. Default social Media integration i.e. Facebook, LinkedIn, Twitter and YouTube, etc.
10. There won't be any Installation of third party scripts to track user activity ad-scripts, hidden back links to other irrelevant Website.
11. Website should be in specific manner so that authorize official can easily maintain the respective content themselves.

Others:

1. W3C Standards

2. The website should be conform to accessibility standards so that it caters to every single citizen irrespective of their disability (WCAG 2.0 level AA compliance).

3. The Website should be Multi-lingual (English, Gujarati, Hindi).

4. Website should be compatible to all major browsers (i.e. Internet explorer, opera, Mozilla Firefox, Google Chrome, Safari, Edge etc.)

5. We should use latest techniques to build new website rather than using old methods e.g. JQuery rather than using flash to rotate images.

6. Any user input system should have captcha system (Captcha should be neat and clean).

7. Website should have Web Syndication (RSS/Atoms) and mobile and Tablet Responsive web design (RWD).

8. Website should have department/organization address locator with Geo Location integrated with Google Maps.

9. Website should have Breadcrumbs feature which should help people to be aware of their navigation trail.

10. Website should be optimized for Search Engines (Meta-tags, Dynamic Link Creations, and Dynamic Titles etc.) and also search ability within website.

11. No Installation of third party scripts to track user activity ad-scripts, hidden back links to other irrelevant website.

12. Sufficient security measures should be applied against vulnerabilities e.g. hacking / sql-injection-attack etc.
13. Website should be in specific manner so that authorize official can easily maintain the respective content themselves.

14. Website should be updated in consultation with the concerned authority, which should be informed to you from time to time.

15. There should be a provision for integration of Social Media.

16. Vendor should develop a website with the concept of less web space and memory. So, web pages can load quickly but this shall also accommodate requirement of Department.

17. Website should be regularly monitored and assessed to ensure content authentication and updation.

18. There should be a location access through map in contact web page.

19. Mechanism is in place to ensure that all outdated announcements are removed from the website or moved to archive.

20. Website has a Copyright Policy, Terms & Conditions and Privacy Policy, prominently displayed on the homepage.

21. Website should have facility to upload the content without any technical knowledge i.e. Website should integrate with Content Management System.

22. Searching facility in the website for internal website search as well as advance search option should be there.

Feature:

- Home
- About Department
  - Introduction
  - Mission
  - Achievement
  - Organization Chart
- Functions & Duties
- Objective
- Facility / Schemes
- Fish Craft
- Fish Catch
- Citizen Charter
- Suo Moto Information
- Fish Potential Zone Detail
- Circular/Order
- Government Resolutions
- Acts and Rules
- Subsidy
- Media (i.e. Photo and Video Gallery)
- Tender Information
- RSS Feed
- Downloads Forms
- Useful links
- Contact us
- Feedback
- Visitor counter
- Screen Reader Access
- Related Website Links
- Privacy policy
- Disclaimer
- Sitemap
- FAQs
- Feedback forms and suggestion box to be provide in the website.
- Website should provide facility to upload the content without any technical knowledge i.e. Website should integrate with Content Management System.
- Password should not be hardcoded in any website configuration files or stored in plain text.Passwords should be properly hashed and salted to reduce the effectiveness of password cracking.
• Web developer should be responsible for macro level and micro level design of the website ensuring that the site is contemporary in all respects to the extension possible. The Website Developer should be responsible for ensuring that all the Software, Plugins, Scripts etc., used for the development of the Website is updated with the latest patches and are free of any known vulnerabilities. The updation of patches should be carried out within 15 days from the date of announcement of the patch by OEM (in case of High Critical Vulnerabilities) and 30 days (incase of other vulnerabilities) in consultation with composite team of Government Data Center.

• The Website Developer may strive to use Open Source Software to design Websites. The use of Open Source Software should be as per the Framework on Open Source Software issued by Govt. of India

• The selected web developer has to study the requirement in details in consultation with Department and develop the Website accordingly after due approval of concern Organization.

• Website should be in compliance with :
  - Indian Government Website Development Guidelines
  - User should be able to operate on various Operating Systems like Windows, UNIX, LINUX, Edge etc.
  - The pages should be printer friendly i.e. all the pages shall be displayed and printed upon demand by user.

• To improve the experience of the Web on mobile devices and other handheld devices like iPad, tablets etc. the website needs to be developed with “One Web” concept. (One Web means making, as far as is reasonable, the same information and services available to users irrespective of the device they are using)

**Technical Specification for the Android Mobile Applications:**

• The mobile applications must be compatible with and accessible on Standard Mobile platforms and devices.

• Design the User Interface and User Experience to ensure that the service is user-friendly.

• Structure overall content to make it screen reader friendly.

• Mobile Application should be scalable.

• Design of consistent visual elements and Mobile Apps architecture that is scalable and Expandable.

• Resolution independent Mobile Apps that should automatically expand /compress itself as per the screen resolution.

• Having some way for users to provide feedback on the mobile apps, a quick way to report bugs or errors.

• One time download. No running cost for user.

• Should have features like Document upload, image capture & upload, etc.
The developed Mobile App should consider the performance measures in terms of memory, CPU consumption.

The design of Mobile Application should not be hybrid, it should be Native for front-end

Citizen Corner: In this menu detail information will be mentioned about Yojana, Government Benefit, Program Management, etc.

**Mobile and Web Application Feature Listing:**

- Need to maintain Day – to – Day Activity of Department.
- API Integration in the system
- Need to Maintain Fisherman and boat owner Detail.
- Data management of Department.
- Need to maintain individual Fisherman Detail.
- Need to Maintain Emergency Data.
- Need to Maintain Boat type.
- Need to Maintain Fish Type.
- Diesel Request Management
- Go out request management
- Return request Management
- Digital Vessel Book
- GPS Tracking
- Need to Maintain Average Fish Tones.
- Officer Management Module
- Request Management Module
- Migration of existing Data/Record in new System
- Diesel Management.
- All required Reports as per department requirement.
- Fish Potential Zone Detail
- RFID API Implementation for Vessel.
User Roles:
Super Admin
  Society Secretary User (Diesel Approval)
  Officer Users

Fisherman User
  Owner Application
  Captain Application
  Crew Member Application

Different Department User
  Police Department
  Marine Police Department

[Signature]
23/10/2019
1. **Bid Proposal Form**

Date: 

Tender No: 

To

Dear Sir,

Having examined the Bidding Documents Tender Nos. ___________ (insert numbers, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to render **"Tender for Development of Website, Mobile Application and Web Application for Fisheries Department, Diu"**

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

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

If our bid is accepted, we will obtain the guarantee of a bank for the sum indicated as per tender document for the due performance of the Contract, in the form prescribed by FISHERIES DEPARTMENT, DIU. We agree to abide by this bid for a period of 90 days after the date fixed for bid opening of the Instruction to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Name: 

_________________________________________________________________________

Address: 

_________________________________________________________________________

_________________________________________________________________________

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

Dated this _____ day of____ 2019

Signature

(In the capacity of)

Duly authorized to sign Bid for and on behalf of __________________________

[Signature]

23-01-2019
### Particulars of the Bidder's organization

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Particulars</th>
<th>Details to be furnished</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Details of responding company</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) Name</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Address</td>
<td></td>
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<tr>
<td></td>
<td>c) Telephone</td>
<td>Fax</td>
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<tr>
<td></td>
<td>d) Website</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Details of Contact Person</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) Name</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Designation</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c) Address</td>
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<tr>
<td></td>
<td>d) Telephone no.</td>
<td></td>
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<tr>
<td></td>
<td>e) Mobile no.</td>
<td></td>
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<tr>
<td></td>
<td>f) Fax no.</td>
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<tr>
<td></td>
<td>g) E-mail</td>
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<tr>
<td>3.</td>
<td>Details of Authorized Signatory (please attach proof)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) Name</td>
<td></td>
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<tr>
<td></td>
<td>b) Designation</td>
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<td></td>
<td>c) Address</td>
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<td></td>
<td>d) Telephone no.</td>
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<td></td>
<td>e) Mobile no.</td>
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<tr>
<td></td>
<td>f) Fax no.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>g) E-mail</td>
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<tr>
<td></td>
<td>Information about responding company (please attach proof)</td>
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<tr>
<td>---</td>
<td>----------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>a)</td>
<td>Status of company (Public Ltd. / Pvt. Ltd etc)</td>
<td></td>
</tr>
<tr>
<td>b)</td>
<td>Details of Registration (Shop establishment registration no.)</td>
<td>Date</td>
</tr>
<tr>
<td>c)</td>
<td>Details of ISO Quality Certifications</td>
<td></td>
</tr>
<tr>
<td>d)</td>
<td>Locations and addresses of offices</td>
<td></td>
</tr>
<tr>
<td>e)</td>
<td>Consortium Company’s detail</td>
<td></td>
</tr>
</tbody>
</table>
### Bid Processing Fees & Earnest Money Deposit Details

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Item</th>
<th>Amount (In Rs.)</th>
<th>Name of the Bank &amp; Branch</th>
<th>Demand Draft No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bid Processing Fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Earnest Money Deposit (E.M.D.)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>


/\ signature/ 23/01/19
4  Financial strength of the bidder

<table>
<thead>
<tr>
<th>Financial Year</th>
<th>Turnover (Rs. In Cr)</th>
<th>Audited Accounts uploaded (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015-16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2016-17</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2017-18</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note:

- Please fill this form and upload the Audited Annual Accounts / Balance Sheet along with Profit and Loss Account for the last three financial years.

[Signature]
22/11/2019
5. Details of completed/ongoing Dynamic Software Applications projects of value more than 10 lacs in the last three years.

<table>
<thead>
<tr>
<th>Name of department/ Company</th>
<th>Brief Description of projects</th>
<th>Responsibility or role of the Bidder in the Project</th>
<th>Order value (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

(Please attach relevant Work Order)
6 **Financial Bid**

Financial Bid Format

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Total Amount (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tender for Development of Website, Mobile Application and Web Application for Fisheries Department, Diu</td>
<td></td>
</tr>
</tbody>
</table>

**Optional Services**

| 2       | Domain Registration Charges (Per year)                                      |                    |
| 3       | Website hosting charges according to the scope of work (Per Month)         |                    |
| 4       | Website hosting charges according to the scope of work (Per year)          |                    |

**Note:**

- The rate should not be provided as a percentage figure but in absolute Indian Rupees.
- Domain and Hosting charges are optional for additional requirement, if required.
- Taxes are extra as applicable
7 Performance Bank Guarantee

(To be stamped in accordance with Stamp Act)
Ref: Bank Guarantee No.

Date:

To Name & Address of the Purchaser/Indenter

Dear Sir,

In consideration of Name & Address of the Purchaser/Indenter, U.T Administration of Daman & Diu (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 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 Fisheries Department, Diu for and on behalf of the OWNER/PURCHASER and the same having been accepted by the SELLER resulting into CONTRACT for supplies of software 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.

Yours faithfully,

[Signature]

23/11/2019
The Bank also agree that the OWNER/PURCHASER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the SELLER and not withstanding any security or other guarantee that the OWNER/PURCHASER may have in relation to the SELLER's liabilities. 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________2019
Signed and delivered by

For & on Behalf of
Name of the Bank & Branch &
Its official Address
8 Self-Declaration

The _______________________________,
______________________________
Sir/Madam,

Having examined the Bidding Documents including Bid No. _______________________, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide services for ________________________________, in accordance with the terms and conditions in the tender document.

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

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

We agree to abide by this bid for a period of 90 days after the date fixed for opening of Price Bid section under the Instruction to Bidders and shall remain binding upon us and may be accepted at any time before the expiry of that period.

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

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

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

We have not been under a declaration of ineligibility for corrupt and fraudulent practices, and / or black-listed or debarred by any of the Govt. Department or its PSU in the past 5 years, ending on 31st December 2017 in Gujarat. We have not imposed any condition in conflict with the tender condition if it is found it should be treated as withdrawn.

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

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

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

Dated this______day of_______2019

Signature: ______________________
(In the Capacity of): ____________
Duly authorized to sign bid for and on behalf of

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