

Inquiry No: GIPL/Sales-Distributor/23-24/27**APPOINTMENT OF DISTRIBUTOR**

Guj Info Petro Limited (GIPL) is a Government of Gujarat's (ISO 9001: 2015) subsidiary company of Gujarat State Petroleum Corporation Ltd (A Govt. of Gujarat Undertaking) providing IT/ITES solutions established in 2001. GIPL is an integrated IT company having operations in the fields of consultancy/execution of small, medium & largescale projects, connectivity / IT infrastructure services and application software development.

GIPL in various capacities like Apex Consultant, Nodal Agency and Total Solution Provider (TSP) has consulted and executed projects of Government of Gujarat organizations / board / corporations and departments across the state of Gujarat which were of the nature of utmost importance for making Gujarat an IT enabled and e-governed state.

Govt. of Gujarat's GR (GR No: TSP/2004/808/DST dated 18/3/2010) allowing GIPL to be considered on nomination basis without undergoing the tendering process for IT/ITES solution projects with all departments / boards / corporations / Society / Agency / entities of the State Government is a testimony of the continuous efforts of GIPL in making the state of Gujarat an IT enabled and e-governed state.

GIPL is having in-house team of qualified and multi skilled IT professionals with Software, Hardware, Networking and ITES background. Adaptive and accountable planning of GIPL experts and GIPL's multi skilled & dynamic workforce act as the much required catalyst for seamlessly integrating key business processes together for implementing futuristic government projects.

GIPL's clientele includes Government of Gujarat's Education board, Port & Transport department, Energy & Petroleum department, Health Department, Women and Child Development Department, Forest Department, Urban Development Department, Labour Department, Panchayats and Rural Housing Department, Social Justice and Empowerment Department, Tribal Development Department, Major Municipal Corporations.

GIPL proposes to expand its sales operations by appointing distributors as authorized sellers of GIPL's standard software and SaaS based products with the non-exclusive right to promote and sell GIPL's standard software and SaaS based products, lead generation for GIPL business.

Detailed scope of work, eligibility criteria, general terms and conditions, % commission are mentioned in this document.

Scope of Work:

The minimum scope of work (but not limited) for distributor is mentioned herewith as below:

1. General Duties:

Distributor shall use his best efforts to promote GIPL's standard software and SaaS based products and maximize the sale. Distributor will use the marketing inputs judiciously for maximizing orders for the company. Distributor's role is to solicit customers from all potential businesses. Distributor's sole authority shall be to solicit orders for GIPL's software and SaaS based products in accordance with the terms mentioned in this document. Distributor shall not have the authority to make any commitments whatsoever on behalf of GIPL. Distributor's task is to solicit orders from all potential customers including government entities, private parties.

2. Sale of the GIPL's standard software and SaaS based products:

2.1.Prices and Terms of Sale

GIPL shall provide Distributor with copies of its current market price of each GIPL's standard software and SaaS based products as listed in **Annexure I** and this is subject to change and the sole discretion of the same lies with the company, its payment schedules, all Rules and Regulations and other material available for sales presentation and customer's information. Distributor shall quote to Customers only those authorized prices, payment schedules, and terms and conditions as informed by GIPL.

2.2.Acceptance

All requests for GIPL's standard software and SaaS based products obtained by Distributor shall be subject to terms and conditions mentioned in this inquiry document and subsequent documents provided by GIPL and all quotations / proposal / Communication sent to Prospective Customers shall contain a statement to that effect. Distributor shall have no authority to make any acceptance or commitments to customers. Company specifically reserves the right to reject any request for GIPL's standard software and SaaS based products or any part thereof.

2.3.Payment Collection

Full responsibility for collection of payment from customer rests with Distributor.

3. Distributor's Responsibility:

- ✓ Distributor will use its best efforts to promote, sell GIPL's standard software and SaaS based products and to maintain cordial relations with all customers.
- ✓ Distributor shall keep diligent records about leads, sales calls, opportunities, closed sales, customers and shall maximize the ability to effectively organize and use the

information collected and will submit to GIPL's online portal on a daily basis. Distributor will also submit & regularly update any OR all orders details in acceptance with the standard operating procedure of GIPL from time to time.

- ✓ Distributor shall report monthly to Company by written report due by 5th of the following month concerning sales of the Products and marketing activities of the previous month. This report, known as the monthly "Sales and Marketing Report", shall include two parts, the "Product Sales Report" and the "Marketing Activity Report". The Product Sales Report shall include orders written and should include customer name and address, Product or Products ordered, and date of sale. Distributor will devote adequate time and effort to perform its obligations. Distributor shall forward to GIPL not later than two working days from the receipt of any orders as well as all enquiries received. Distributor shall deposit / handover to GIPL all payments received in advance from the customers and submit an account thereof to GIPL.
- ✓ Distributor shall assume and bear all the direct / indirect cost and expense of conducting its business in accordance with the terms of this engagement. This would include digital / marketing efforts, expenses related to communications, telecommunication, mailing, conveyance, business physical meeting, etc. GIPL will not entertain any claim towards re-imburement of any expense made by the Distributor other than the commissions. However, mass promotion activities to increase sales will be carried out by GIPL as and when required.
- ✓ Distributor shall obtain GIPL's product / services related allied materials / details as reasonably required to effectively promote, market, sell Product / services and will be provided at no charge. Distributor shall not publish any description of the Products / Services beyond the description published by GIPL.
- ✓ Distributor shall obtain prior written permission for use of GIPL's logo, product logo, any advertising / promotion / marketing activities.
- ✓ Distributor agrees to sell Product / services within established guidelines and cooperate fully with GIPL in marketing Product / services. In no event, shall Distributor shall make any representation, guarantee or warranty concerning the Services except as expressly authorized by GIPL.
- ✓ Distributor shall inform and assist customers about GIPL's Services and shall perform such additional customer services by e-mail, phone, whenever needed based on GIPL / Customer's reasonable request.
- ✓ Distributor shall notify GIPL about any Customer's complaints regarding the Products / Services of GIPL and immediately forward in writing to the designated e-mail ID of GIPL.
- ✓ Full responsibility of collection of customer's payments rests with Distributor on behalf of GIPL.
- ✓ Distributor agrees to negotiate in good faith with respect to the terms, conditions, and commercials for such selling of Products / services in co-ordination with GIPL.
- ✓ Distributor agrees to; attend sales meetings and trainings as may be scheduled by GIPL from time to time; provide MIS reports and sales forecasts.

- ✓ Distributor agrees to return all property provided by GIPL including software, supplies, collateral material, price schedules etc. which shall have been provided to Distributor without charge, upon termination of this engagement, or upon written request by GIPL for whatsoever reason.
- ✓ Distributor will be fully responsible for payment of their own taxes on all compensation earned under this engagement.
- ✓ For business opportunities like participation in any tender, the Distributor shall inform GIPL about of such tenders. Based on the discussion and feasibility, GIPL will participate in the bid, distributor will do all the liasioning work till the award of contract. Distributor's commission as per agreed terms will be credited to his account after receiving payment from client. Cost and expenses related to the tender will be borne by GIPL.

4. GIPL's Responsibility

- ✓ GIPL agrees to make available to the Distributor, for use in performing the services required by this engagement, all logos, graphics, photos, branding, collateral, items of software as GIPL and Distributor may agree are reasonably necessary for this purpose.
- ✓ GIPL agrees to provide software and product training. Additional training shall be provided at the request of Distributor by GIPL team.
- ✓ GIPL shall provide Distributor with copies of its current market price of the products and services. This is subject to change and the sole discretion of the same lies with GIPL, its payment schedules and all terms and conditions other material available for sales and marketing presentation and customer's information.
- ✓ Assistance in technical Problem: GIPL shall, at its own expense, assist Distributor and customers in all ways deemed reasonable by GIPL in the solution of any problems relating to the Services. However, for any additional requirement / change in software, additional charges will be applied based on current man-month rate of GIPL.

Eligibility Criteria:

Sr. No	Eligibility Criteria	Supporting documents Notary certified true copy / self-attested)
1	Bidder shall be company registered under Companies Act 1956 / 2013 OR LLP registered under LLP Act 2008 in India.	Valid as on date Registration certificate / Documents shall be submitted by bidder.
2	Bidder shall be registered in India and have valid PAN and GST Registration.	Copy of PAN and GST valid as on date registration should be submitted with the bid.
3	Bidder's Annual Turnover (After deducting GST etc.) of last financial year shall be at least of Rs. 40.00 Lacs on standalone basis.	Audited Commercial statement shall be submitted by bidder.
4	Bidder should have strong network (in terms of marketing strength, dealership network if applicable, experience of products /services).	Relevant supporting documents proving marketing strength / dealership network etc.
5	Bidder should have experience in the areas of sales / business development / consulting / marketing of Software products & Software as a service (SaaS).	Copy of work order confirming the bidder's experience shall be submitted.
6	Bidder should submit list of Software products or Software as a services marketed by them	An undertaking letter in this regard with list of products and services shall be submitted.
7	Bidder should have an operational office anywhere in India.	Copies of any of the following: Property Tax Bill / Electricity Bills / Telephone Bill / Valid Lease Agreement should be submitted.
8	Bidder should have to submit affidavit physically on Stamp paper as per format mentioned in Annexure III.	ORIGINAL on Non-Judicial Stamping of Rs. 300/- duly attested by Magistrate / Notary.

INSTRUCTIONS TO BIDDER:

- All above mentioned documents for eligibility criteria must be notary certified true copy/ self-attested.
- Work Order must be in English language only. In case, Work Order is in any other language, bidder has to submit notarized Work Order in English language only.
- Above mentioned eligibility criteria should be necessarily met and adequate documentary proof be submitted for verification. If any / partial / all of the above mentioned eligibility criteria don't fulfill by bidder, in that case, such bid will be rejected.
- Physical bid must be submitted by registered AD or speed post only. Any other mode is not allowed.

- Bid must be spiral bound without which bid will be straight way rejected. The bid should have proper indexing and page number mentioned and all pages must be signed and sealed.
- Distributorship will be awarded based on compliance of the eligibility criteria.

General Terms and Conditions:

1) Distributor non-exclusive agreement Period:

Initially, distributor will be appointed for the period of 24 months. GIPL, on its sole discretion, may extend distributor non-exclusive agreement period further after reviewing the performance on yearly basis. **GIPL will provide – relevant knowledge sharing training for all software and SaaS based products / services to the selected distributor / distributors’ team members at GIPL HO, Gandhinagar.**

2) Notification to Bidder

GIPL has right to appoint more than one distributors at any point of time. Appointed distributor shall be notified by registered letter / E-mail / Fax by GIPL. Selected distributor shall acknowledge in writing and shall send his acceptance within Three (03) working days from the receipt of the letter.

3) Termination of non-exclusive agreement:

GIPL reserves the right to terminate distributorship by prior written notice without any compensation to the distributor. The notice of termination shall specify that termination be for GIPL’s convenience, the extent to which performance of work under the distributor non-exclusive agreement is terminated and the date on which such termination becomes effective. However, full and final settlement will be carried out before last date of distributorship after distributor completes all formalities mentioned in the document and updated time to time.

4) Governing Law, Jurisdiction and Arbitration:

Distributor non-exclusive agreement period shall be governed in accordance with the laws of India. Any dispute between the parties arising out of the non-exclusive agreement period shall be referred for determination by arbitration as prescribed in the Arbitration & Conciliation Act, 1996 as amended from time to time. The Arbitration Tribunal shall consist of a Sole Arbitrator to be appointed by GIPL. The Arbitration shall be conducted in English language and the venue and seat of the arbitration shall be **Gandhinagar, Gujarat**. Subject to the arbitration non-exclusive agreement as mentioned above, the Parties submit to exclusive jurisdiction of courts at **Gandhinagar, Gujarat** in relation to any matter arising out of the non-exclusive agreement.

5) Limitation of Liability:

Appointed Distributor agrees that it will indemnify GIPL and keep so indemnified against any and all claims, damages, demands or proceedings brought or made or alleged (or threatened to be brought or made or alleged) in any jurisdiction against GIPL or any losses, liabilities, costs,

charges or expenses suffered or incurred by GIPL on account of negligence or default on the part of the distributor.

6) Intellectual Property Rights:

GIPL shall retain all right, title and interest in and to any and all software, designed and developed by GIPL. Distributor shall have no right, title or interest in or to such designs, programs and modifications for any purpose.

The terms software, software programs and programs shall include specifications, documentation, technical information, all corrections, modifications, additions, improvements and enhancements to any of the foregoing provided by GIPL to the distributor.

7) Confidential Policy:

Appointed Distributor acknowledges that by reason of its relationship to GIPL hereunder it will have access to certain information and materials concerning GIPL's business plans, customers, technology, and products / services / data / information that is confidential and of substantial value to GIPL or its client, which value would be impaired if such information were disclosed to third parties. Distributor agrees that it shall not use in any way for its own account or the account of any third party, nor disclose to any third party, any such confidential information revealed to it by GIPL.

Distributor agrees, both for itself and its officers, directors, shareholders, partners, representatives and employees, to keep confidential and not disclose, both during the term of the engagement and thereafter, the following (collectively, the "Confidential Information"):

- a. All trade secrets and other information acquired by Distributor regarding the design, production, marketing, or pricing of the Products or otherwise considered proprietary by GIPL with respect to the business model, products or any other products or processes of GIPL, details of clients or its data and
- b. The identity of GIPL's customers and GIPL's other Partners and other distributors.

Within 15 working days following any termination of this engagement, all documents and other materials containing any Confidential Information shall be returned to GIPL, without any copies or excerpts thereof being made or retained, and GIPL shall be given a written certification that the same has been completed.

Distributor agrees to identify all GIPL's software and SaaS based Products / services with GIPL's trademarks therefore, and, specifically, unless otherwise authorized by GIPL, Distributor agrees not to put its own name or any other name on the GIPL's software and SaaS based Products / services nor to identify the GIPL's software and SaaS based Products / services with any other name other than GIPL's trademarks with respect thereto. In addition, Distributor agrees not to use GIPL's trademarks in any manner except as authorized by GIPL and if any such

authorized usage of Trademark is granted, will be discontinued by Distributor upon termination of this Engagement.

Distributor agrees not to make copies of the software, to distribute or duplicate the software by any means, including electronic transmission in any manner except as authorized by GIPL; and if foregoing actions are authorized, to be discontinued by Distributor immediately upon termination of this engagement. The software contains trade secrets, and in order to protect them, Distributor may not reverse engineer, decompile, or otherwise reduce the software to human perceivable form. Distributor may not modify, adapt, translate, rent, lease or create derivative works based upon the software or any part thereof.

8) Compliance of Labor / Employee related Acts:

Distributor shall be liable to adhere strictly all rules & regulations related to employees' / Labor laws such as Provident Fund, Employee State Insurance, and Professional Tax etc.

9) Any other insurance:

Distributor shall also carry any and all other insurance, which he may be required under any law or regulation from time to time without any extra cost to GIPL.

10) Payment Terms:

The payment terms of commission (in %) to the distributor for individual work order shall be dealt as per payment terms mentioned in the work order received to GIPL. Post receipt of individual milestone's payment (pertaining to each work order) to GIPL from GIPL's client, distributor will become eligible for raising corresponding individual milestone's invoice to GIPL. Individual milestone's payment to the distributor shall be released by GIPL within 15 working days subject to submission of documents required (if any) by GIPL.

11) Documents submission:

Bidder shall submit eligibility criteria related supporting document in two copies (one original and one duplicate) in physical form in sealed cover. The sealed cover shall be marked with "**Inquiry No: GIPL/Sales-Distributor/23-24/27 – Appointment of Distributor**" and shall be submitted at below address:

Kind Attn: Chief Executive Officer

To,
Guj Info Petro Limited
2NDFloor, Block No: 15,

Udhyog Bhavan, Sector – 11,
Gandhinagar – 382 011, Gujarat, India.

Interested bidders are requested to submit their eligibility criteria at above mentioned address post publishing of this inquiry document in two copies (One Original and one duplicate). Original and copy of submitted bid shall be type written in indelible ink and shall be signed by a person or persons duly authorized to bind the bidder to the agreement. The person or persons signing bid document shall initial all pages of bid document. All pages of bid should be serially numbered.

12) Queries submission:

Bidders are requested to submit their queries as per **below mentioned prescribed format and in word file only** on e-mail address: marketing@gipl.net.

Sr.	Page No.	Clause No. with title	Existing clause	Bidder's query / clarification
1				
2				

Individual bidder's query will be responded by same e-mail id.

Annexure I – Product Details:

Standard Software Products / Services of GIPL which are assigned to the Distributor are as below:

Sr.	GIPL developed Software Products
1	Visitor Tracking System
	Visitor Tracking System with RFID
2	Pipeline Route Patrolling (PRP) (Water, Oil, Gas & Canal)
3	CNG ERP
4	PNG ERP
5	Board of Director Software
6	College4GenX
7	Citizen Centric Services Scope
8	HRMS
9	University Admission System
10	Recruitment Management System
11	Sampark4GenX
12	School4GenX
13	University Management System
14	Placement Management System
15	Vehicle Tracking System
16	IT support / Ticketing System
17	Travel Helpdesk System
18	Corporate Social Responsibility System
19	Vendor Invoice Management System
20	e-Filing System
21	In addition to right to use the SaaS software products, following services are included: <ul style="list-style-type: none"> ✓ Hosting of the SaaS software and customer data on a server; ✓ Customer support services; and ✓ Software maintenance.

Note: GIPL may amend above list (addition / removal) & will keep the distributor informed about such changes from time to time.

% Commission to the Distributor:

% Commission on to the distributor		
Sr.	Work order issuing authority belonging	Commission in % of the work order value
1	Within Gujarat	35
2	Outside of Gujarat	40

Notes:

- GIPL shall have right to engage more than one bidder as Distributor.
- Any changes in Govt. Taxes / Duties would be applicable as on actual at the time of invoice processing.

Annexure II: BIDDER INFORMATION SHEET & UNDERTAKING

About the Company	
Name of the Company:	
Postal Address (Regd. Office):	
Postal Address (Local Office):	
Constitution, Registration No./Date:	
Income Tax PAN No:	
GST Registration No.:	

About the Authorized Signatory:

Name:		Designation:	
Office Address:		Email:	
Tel./Fax Nos.:		Cell No:	

Bank Detail of Bidder:

Name of Bidder :

Details of the Bank Account :

- (1) Name of the Bank :
- (2) Branch & Address of the Bank :
- (3) MICR No. :
- (4) Type of Bank Account (SB/Current/OD/etc.) :
- (5) Bank Account No. :
- (6) PAN No. :
- (7) IFSC CODE NO. :

ANNEXURE III: Format of Affidavit [To be submitted physically on Stamping paper]

(To be submitted IN ORIGINAL on Non-Judicial Stamping of Rs 300/- duly attested by Magistrate / Notary)

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

1. All General Instructions, General Terms and Conditions, as well as Special Terms & Conditions laid down on all the pages of the inquiry (No: GIPL/Sales-Distributor/23-24/27) have been read carefully and understood properly by me which are completely acceptable to me and I agree to abide by the same.
2. I / We have submitted following Certificates / Documents for eligibility Criteria, General Terms & Conditions as per Terms & Conditions of the inquiry document.

Sr. No.	Name of the Document
1	
2	

3. All the Certificates / Permissions / Documents / Permits / Affidavits are valid and current as on date and have not been withdrawn / cancelled by the issuing authority.
4. It is clearly and distinctly understood by me that the inquiry document is liable to be rejected if on scrutiny at any time, any of the required Certificates / Permissions / Documents / Permits / Affidavits is / are found to be invalid / wrong / incorrect / misleading / fabricated / expired or having any defect.
5. I / We further undertake to produce on demand the original Certificate / Permission / Documents / Permits for verification at any stage during the processing of the inquiry document as well as at any time asked to produce.
6. I / We also understand that failure to produce the documents in "Prescribed Performa" (wherever applicable) as well as failure to give requisite information in the prescribed Performa may result in to rejection of the inquiry document.
7. I / We confirm that I / We have meticulously filled in, checked and verified the enclosed documents / certificates / permissions / permits / affidavits / information etc. from every aspect and the same are enclosed in order (i.e. in chronology) in which they are supposed to be enclosed. Important information in each document is "highlighted" with the help of "marker pen" as required.
8. The above certificates / documents are enclosed separately and not on the Performa printed from inquiry document.
9. I / We say and submit that the Permanent Account Number (PAN) given by the Income Tax Department is _____, which is issued on the name of _____.
10. I / We understand that giving wrong information on oath amounts to forgery and perjury, and I/We am/are aware of the consequences thereof, in case any information provided by

us are found to be false or incorrect, you have right to reject our bid at any stage and cancel the distributorship. In this event, GIPL reserves the right to take legal action on me/us.

11. My / Our Company has not filed any Writ Petition, Court matter and there is no court matter filed by State Government and its Board Corporation, is pending against our company.
12. I / We hereby commit that we have paid all outstanding amounts of dues / taxes / cess / charges /fees with interest and penalty.
13. In case of breach of any inquiry document terms and conditions already specified as mentioned above, the decision of GIPL for disqualification will be accepted by us.

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

Date:

Stamp & Sign of the signatory authority of bidder

Place: