

# **Gujarat Informatics Ltd**

**(A Government of Gujarat Company)**

**RFP  
FOR  
HIRING OF SOCIAL MEDIA SPECIALIST  
ON BEHALF  
OF  
FINANCE DEPARTMENT  
GOVERNMENT OF GUJARAT**

**Tender No.:- SW XXXX2018XXX**

**BID PROCESSING FEE: Rs. 1,000/- (Non Refundable)**



**Gujarat Informatics Ltd  
Block No. 2, 2nd Floor  
Karmayogy Bhavan, Sector-10A Gandhinagar  
Ph No. 23259237, 23259240  
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[www.gujaratinformatics.com](http://www.gujaratinformatics.com)**

**Last date of Submission of Queries: 07.01.2019 up to 1500 hrs  
Date of Pre-Bid Meeting: 16.01.2019 at 1500 hrs  
Last date of Submission of Bid: 25.01.2019 up to 1500 hrs  
Opening of Technical Bid: 25.01.2019 at 1600 hrs**

## **Abbreviations**

- **GoG:** Government of Gujarat
- **FD:** Finance Department
- **GIL:** Gujarat Informatics Limited
- **SP:** Service Provider
- **HoDs:** Head of Departments
- **ITB:** Instruction to Bidders
- **G2B:** Government to Business
- **G2C:** Government to Citizens
- **G2G:** Government to Government
- **GoI:** Government of India
- **RFP:** Request for Proposal

## INDEX

<b>SECTION I: INVITATION FOR BIDS (IFB)</b> .....	4
<b>SECTION II: INSTRUCTIONS TO BIDDERS (ITB)</b> .....	6
<b>A. INTRODUCTION</b> .....	6
1 Sources of Funds	6
2 Eligibility Criteria	6
3 Eligible Goods and Services	7
4 Cost of Bidding	7
<b>B. THE BIDDING DOCUMENTS</b> .....	7
5 Contents of Bidding Documents	7
6 Pre-Bid Conference/Clarification of Bidding Documents	7
7 Amendment of Bidding Documents	8
<b>C. PREPARATION OF BIDS</b> .....	8
8 Language of Bid	8
9 Documents Comprising the Bid	8
10 Bid Form	8
11 Bid Prices	8
12 Bid Currency	9
13 Bid Security	9
14 Period of Validity Bids	9
<b>D. SUBMISSION OF BIDS</b> .....	9
15 Sealing and Marking of Bids	10
16 Deadline for Submission of Bids	10
17 Modification and Withdrawal of Bids	10
18 Late Bids	10
<b>E. BID OPENING AND EVALUATION OF BIDS</b> .....	10
19 Opening of Bids by GIL	10
20 Clarification of Bids	11
21 Preliminary Examination	11
22 Methodology & Criteria for Bid evaluation	11
23 Contacting GIL/FD	12
<b>F. AWARD OF CONTRACT</b> .....	13
24 Post-qualification	13
25 Award Criteria	13
26 FD/GIL's Right to Accept Any Bid and to reject any or All Bids	13
27 Notification of Awards	13
28 Signing of Contract	13
29 Performance Security	13
30 Corrupt or Fraudulent Practices.	14
31 Interpretation of the clauses in the Tender Document / Contract Document	14
<b>SECTION III: GENERAL CONDITIONS OF CONTRACT</b> .....	16
<b>SECTION IV: SCOPE OF WORK</b> .....	25
<b>SECTION V: PERFORMANCE SECURITY FORM</b> .....	27
1. Covering Letter - Bid Proposal Form	29
2. Particulars of the Bidder's Organization	31
3. Manpower Self Certificate	33
4. Sole Responsibility Certificate	34
5. No deviation in proposal Self Certificate	35
<b>Section VII: Format Technical Bids</b> .....	36
<b>Section VIII: Format of Financial Bid</b> .....	38
<b>Section IX: Format of Earnest Money Deposit in the form of Bank Guarantee</b> .	41

## **SECTION I: INVITATION FOR BIDS (IFB)**

### **COMPETITIVE BIDDING**

### **SELECTION OF SOCIAL MEDIA SPECIALIST**

#### **SECTION I: INVITATION FOR BIDS (IFB)**

1. GIL on behalf of Finance Department invites bids from eligible Agency/Individual for Selection of Social Media Specialist.
2. 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 Selection of Social Media Specialist.
3. Actual award of contract will follow the conditions as per this document. This document is given for enabling the bidders/Individuals to know the tender conditions so as to guide them in filling up the technical bid and the quoting rates for Selection of Social Media Specialist.

<b>Sl. No.</b>	<b>Information</b>	<b>Details</b>
1.	Last date for submission of written queries for clarifications Only by e-mail.	<b>07.01.2019 up to 1500 hrs</b> e-mail ID: <a href="mailto:Vipulp@gujarat.gov.in">Vipulp@gujarat.gov.in</a>
2.	Place, date and time for Pre bid conference	<b>16.01.2019 at 1500 hrs</b> Conference Room, Gujarat Informatics Ltd. Block No. 2, 2 <sup>nd</sup> Floor, Karmayogy Bhavan, Sector-10A Gandhinagar
3.	Last date and time for submission of Proposal in GIL physically.	<b>25.01.2019 up to 1500 hrs</b>
4.	Place, date and time for opening of technical proposals	<b>25.01.2019 at 1600 hrs</b> Conference Room, Gujarat Informatics Ltd. Block No. 2, 2 <sup>nd</sup> Floor, Karmayogy Bhavan, Sector-10A Gandhinagar
5.	Place, date and time for technical Presentation	To be intimated later
6.	Contact person for queries	DGM(App) Gujarat Informatics Limited
7.	Address for communication	Gujarat Informatics Ltd. Block No. 2, 2 <sup>nd</sup> Floor,

		Karmayogy Bhavan, Sector-10A Gandhinagar
8.	Place, date and time for opening of financial/commercial proposal	The place, date and time for opening of financial/commercial proposal will give to the technically qualified bidder later on.
9.	Bid validity	180 days

- **All bids must be submitted physically at GIL.**

**The bidder must submit the DD of Rs. 1,000/- towards tender processing charges in sealed cover.**

The sealed cover should subscribe as

**Cover 1: “Bid Processing fees for SELECTION OF SOCIAL MEDIA SPECIALIST”.**

- Bid processing fees must be in the form of **Demand Draft** in the name of “Gujarat Informatics Ltd.” payable at Gandhinagar along with the covering letter.

**Cover 2: “Technical bid comprising of document related to pre-qualification criteria”**

**Cover 3: “Financial Bid for SELECTION OF SOCIAL MEDIA SPECIALIST”,**

4. Technical Bids will be opened in the presence of Bidders’ or their representatives who choose to attend on the specified date and time.
5. In the event of the date specified for receipt and opening of bid being declared as a holiday for GIL office the due date for submission of bids and opening of bids will be the following working day at the appointed times.
6. Bid validity period is 180 days.

## **SECTION II: INSTRUCTIONS TO BIDDERS (ITB)**

### **A. INTRODUCTION**

#### **1 Sources of Funds**

- 1.1 GIL on behalf of Finance Department calling the bids for **“Selection of Social Media Specialist.”**
- 1.2 The Work Order will be placed on the selected Service provider/Individual by Finance Department directly and the payment for the services mentioned in the said work order will be made directly by Finance Department from their own sources of funds as per the financial terms and conditions mentioned in this document.

#### **2 Eligibility Criteria**

The agency/Individual meeting the following qualification criteria will be short listed and considered for technical evaluation and financial bid.

<b>Sr. No.</b>	<b>Eligibility Criteria</b>	<b>Documents to Submit</b>
1	Bidder Should be Company registered under Companies Act 1956/partnership /Proprietorship firm and Registered under the Service Tax Act.  The Bidder should be in the business of Digital Media Advertising/Social Media Services since last 3 years as on date of submission.	Certificate of Registration Copy of the work order/agreement/client certifications.
2	Annual Sales Turnover generated from services related to Digital Media Advertising/Social Media Advertising during each of the last three financial years as on 31 March 2018 (as per the last published Balance sheets) should be at least Rs. 25 lacs or cumulative of Rs. 75 lacs in last three years. This turnover should be on account of revenue generated from Digital Media Advertising/ Social Media Marketing/Social Media Management related services.	Copy of the last three years (i.e. 2015-16, 2016-17, 2017-18) audited financial statements / Audited Balance Sheet along with separate CA Certified Statement.
3	The bidder should hold Valid Internet and Mobile Association of India (IAMAI)/ Advertisement Agencies Association of India (AAAI) membership.	Copy of Membership with details
4	The bidder must have completed / or have in progress a minimum of 5 projects of Social Media Management for Government / Public Sector Undertaking/ reputed private firm in last three year as on date of submission.	A copy of the work order / Client Completion Certificate for each of the projects undertaken to be submitted.
5	The bidder must have own creative team on its payroll or partnership with a	A Self certificate on the agency's letter head

	creative agency/ individual in the area of Social Media Management.	signed by an authorized representative of the agency to be submitted.
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- All supporting documents are to be physically submitted in Cover 2.

**3 Eligible Goods and Services**

- 3.1 All goods and ancillary services to be provided under the Contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services.
- 3.2 For purpose of this clause, “origin” means the place where the goods are from or from which the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial or major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or in purpose or utility from its components.
- 3.3 The origin of goods and services is distinct from the nationality of the Bidder.

**4 Cost of Bidding**

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

**B. THE BIDDING DOCUMENTS**

**5 Contents of Bidding Documents**

- 5.1 Following envelop should be submitted at GIL on or before the last date of submission of the bids mentioned in the section 1.
- Envelop for the Bid Processing Fee and Bid Security
  - All supporting documents for Eligibility criteria

**6 Pre-Bid Conference/Clarification of Bidding Documents**

- 6.1 A prospective Bidder requiring any clarification of the bidding documents may seek clarifications of his/her queries submitted on the date indicated under section 1.2 of this document. GIL/FD will respond to any request for the clarification of any bidding documents, which receives before date mentioned for submission of queries.
- 6.2 The interested bidder should send the queries as per the following format:

<b>Bidder's Request For Clarification</b>		
Name of Organization submitting request	Name & position of person submitting request:	Address of organization including phone, fax, email points of contact

S.No.	Bidding Document Reference (Clause /page)	Content of RFP requiring clarification	Points of Clarification required
1			
2			
3			
4			

**7 Amendment of Bidding Documents**

7.1 At any time prior to the deadline for submission of bids, GIL may, for any reason, whether on its own initiative or in response to the clarification may change their bid before submission physically at GIL.

7.2 In order to allow prospective bidders reasonable time to consider the amendments while preparing their bids, GIL at its discretion, may extend the deadline for the submission of bids.

**C. PREPARATION OF BIDS**

**8 Language of Bid**

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

**9 Documents Comprising the Bid**

9.1 All supporting documents are to be physically submitted with the tender document.

9.2 Financial Bid must be submitted physically. 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 GIL

**10 Bid Form**

10.1 The Bidder shall complete the Technical Bid and a Financial Bid furnished with this document giving details as per the format mentioned in RFP.

**11 Bid Prices**

11.1 The Bidder shall indicate the prices in the format mentioned in Financial Bid.

11.2 Following points need to be considered while indicating prices:

- The prices quoted should also include, inland transportation, insurance and other local costs incidental to delivery of the



goods and services to their final destination within the state of Gujarat

- The rates of any Indian duties and other taxes which will be payable by the Client on the goods(if any) if this contract is awarded, should be quoted separately;

11.3 The Bidder's separation of the price components in accordance with the ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by GIL and will not in any way limit the Client's right to contract on any of the terms offered.

## **12 Bid Currency**

12.1 Prices shall be quoted in Indian Rupees only.

## **13 Bid Security**

13.1 Earnest Money Deposit Rs. 25,000/- (Rupees Twenty Five Thousand only) in the form of DD/Bank Guarantee in favour of "Gujarat Informatics Limited" payable at Gandhinagar.

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

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

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

13.5 The EARNEST MONEY DEPOSIT shall be forfeited:

- If a Bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Bid Form;
- Or in case of a successful Bidder, if the Bidder fails to sign the Contract; or to furnish the performance security.

13.6 No exemption for submitting the EMD will be given to any agency.

## **14 Period of Validity Bids**

14.1 Bids shall be valid for 180 days after the date of bid opening prescribed by GIL. A Bid valid for a shorter period shall be rejected by GIL as non-responsive.

14.2 In exceptional circumstances, GIL 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. The Bid security period provided under ITB Clause 13 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be permitted to modify its bid.

14.3 Bid evaluation will be based on the bid prices and technical bid without taking into consideration the above corrections.

## **D. SUBMISSION OF BIDS**

**15 Sealing and Marking of Bids**

15.1 All supporting documents are to be physically submitted with the Bid Processing Fee and EMD.

15.2 Financial Bid must be submitted physically. 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 GIL

**16 Deadline for Submission of Bids**

16.1 Bids must be submitted 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 GIL, the bids will be received up to the appointed time on the next working day.

16.2 GIL may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with ITB Clause 7, in which case all rights and obligations of GIL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**17 Modification and Withdrawal of Bids**

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

17.2 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. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB Clause 13.

**18 Late Bids**

Late bids will not be accepted.

**E. BID OPENING AND EVALUATION OF BIDS**

**19 Opening of Bids by GIL**

19.1 GIL 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 :

**Gujarat Informatics Ltd,**  
Block No. 2, 2<sup>nd</sup> Floor,  
Karmayogy Bhavan,  
Sector-10A Gandhinagar

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 GIL office, the Bid

shall be opened at the appointed time and location on the next working day.

- 19.2 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 GIL, at its discretion, may consider appropriate, will be announced at the time of opening.
- 19.3 Bids that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances.
- 19.4 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 or their representatives at pre-specified time and date which will be communicated to the qualified bidders well in advance.

## **20 Clarification of Bids**

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

## **21 Preliminary Examination**

- 21.1 GIL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 21.2 Prior to the detailed evaluation, pursuant to ITB Clause 24, GIL will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviation. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 7), Warranty (GCC Clause 9), Applicable law (GCC Clause 37) and Taxes and duties (GCC Clause 39) will be deemed to be material deviations. GIL determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 21.3 If a Bid is not substantially responsive, it will be rejected by GIL and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 21.4 Conditional bids are liable to be rejected.

## **22 Methodology & Criteria for Bid evaluation**

GIL/FD will form an evaluation Committee or it may be done by I.T. Committee/ Task Force which will evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, GIL/FD may, at its discretion, ask the bidders for clarification of their Technical Proposals.

## Pre-qualification criteria Evaluation

The agency/Individual meeting the Eligibility qualification criteria will be short listed and considered for technical evaluation and financial bid.

### Technical Bid evaluation:

All the bidders who qualify the eligibility criteria will be considered under technical evaluation.

#### For bidder

Under technical evaluation Presentation would be given by the bidder with proposed profile of social media specialist. The interview would be done by GIL/FD of this profiles and marks will be given.

The candidate proposed by the bidder must obtain minimum 70% Marks (70 marks out of 100) and will be qualified for opening of the financial bid.

Sr. No	Criteria	Marks(100 Marks)
1.	Company / bidder presentation, Number of years of experience in servicing social media management projects, Number of social media employees on payroll, Readiness to deploy resource to finance department (Gandhinagar), No. of satisfaction certificate from earlier clients along with demo of earlier works.	40 Marks
2.	Interview of proposed Social Media Manager	60 Marks
	<b>Total</b>	<b>100 Marks</b>

### Financial Bid evaluation:

- The Commercial bids of those bidders who qualify in the technical evaluation will only be opened. All other Commercial bids will not be opened.
- The financial bids of the technically qualified bidders will be opened and the L1 will be selected considering **70% weightage of technical and 30% weightage of financial**. The overall L1 bidder may be called for further negotiations, if required.

#### 23 Contacting GIL/FD

23.1 Subject to ITB Clause 21, no Bidder shall contact GIL/FD 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 GIL/FD, he should do so in writing. GIL/FD reserves its right as to whether such additional information should be considered or otherwise

23.2 Any effort by a Bidder to influence GIL 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.

## **F. AWARD OF CONTRACT**

### **24 Post-qualification**

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

### **25 Award Criteria**

25.1 Subject to ITB Clause 28, FD will award the contract to the successful bidder decided as per the evaluation procedure mentioned in ITB clause no. 23 mentioned above.

25.2 FD 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.

### **26 FD/GIL's Right to Accept Any Bid and to reject any or All Bids**

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

### **27 Notification of Awards**

27.1 Prior to the expiration of the period of the bid validity, concerned FD will notify the successful bidder in writing, to be confirmed in writing by registered letter, that his bid has been accepted.

27.2 The notification of award will constitute the formation of the Contract.

### **28 Signing of Contract**

28.1 At the same time as FD notifies the successful Bidder that its bid has been accepted, FD will send the bidder the Contract Form, incorporating all the agreements between two parties.

28.2 Within 15 days of receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to FD.

### **29 Performance Security**

29.1 In case of bidder agency, within 15 days of the receipt of notification of award from FD, 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 or in another form acceptable to FD/GIL.

29.2 Failure of the successful Bidder to comply with the requirement of the ITB Clause 29 & 30 or ITB Clause 31 can constitute sufficient grounds for the annulment of the award and forfeiture of the bid security in which event FD may make the award to the next lowest evaluated bidder or call for new bids in consultation with GIL.

29.3 In case of bidder an Individual, Performance security is waived.

**30 Corrupt or Fraudulent Practices.**

30.1 FD 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, FD defines for the purposes of this provision, the terms set forth as follows:

a) "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of the public official in the procurement process or in contract execution; and

b) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of FD, 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 FD of the benefits of the free and open competition;

30.2 FD shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices and same shall be conveyed to Dept of Science & Technology/GIL or black listed by any of the Department of Government of Gujarat in competing for the contract in question.

30.3 FD shall declare a firm ineligible, and black listed either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract. The same shall be conveyed to Dept of Science & Technology/GIL.

**31 Interpretation of the clauses in the Tender Document / Contract Document**

31.1 In case of any ambiguity in the interpretation of any of the clauses in Bid Document or the Contract Document, GIL's interpretation of the clauses shall be final and binding on all parties.

31.2 However, in case of doubt as to the interpretation of the bid, the bidder may make a Written request prior to the pre-bid conference to FD / GIL

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



## **SECTION III: GENERAL CONDITIONS OF CONTRACT**

### **1 Definitions**

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

- a) "The Contract" means the agreement entered into between FD and the Supplier / 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;
- b) "The Contract Price" means the price payable to the Service provider under the Contract for the full and proper performance of its contractual obligations;
- c) "Services" means services to be rendered by the selected service provider in this project as per scope of work.
- d) "GCC means the General Conditions of Contract contained in this section.
- e) "FD(s) or Client(s) of "FD" means Office of the Finance Department availing the service from the SP.
- f) "The Client's Country" is the country named in GCC.
- g) "The SP means service provider" means the individual or firm supplying the and / or Services under this Contract.
- h) "Day" means a working day.
- i) "Critical deliverables" means the deliverables supplies by SP
- j) "Time required for approval" means the time lapsed 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.
- k) The "Bid Document" and "Tender Document" are the same.

### **2 Application**

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

### **3 Country of Origin**

3.1 All Services rendered under the Contract shall have their origin in the member countries and territories eligible i.e. India

3.2 The origin of Goods and Services is distinct from the nationality of the Supplier / service provider.



#### **4 Standards**

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

#### **5 Use of Contract Documents and Information**

- 5.1 The service provider shall not, without FD's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the in connection therewith, to any person other than a person employed by the service provider in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The service provider shall not, without FD's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of FD and shall be returned (in all copies) to FD on completion of the service provider's performance under the Contract if so required by FD.
- 5.4 The service provider shall permit FD to inspect the service provider's accounts and records relating to the performance of the service provider and to have them audited by auditors appointed by FD, if so required by FD.

#### **6 Patent Rights, Copy Right**

- 6.1 The total service provider shall indemnify FD/Gujarat Informatics Ltd against all third-party claims of infringement of copyright, patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.
- 6.2 When the TSP will develop any solution for FD as part of project, then the copyright/IPR of that customized solution will be with the Gujarat Informatics Ltd/FD. The bidder cannot sell or use (fully / partly) that software for his other customers without written consent from Government of Gujarat.
- 6.3 While passing on the rights (license) of using any solution, the TSP shall ensure that such rights are inclusive of the use of that Solution to customization as per requirement of FD.

#### **7 Performance Security**

- 7.1 The successful Bidder has to furnish a security deposit so as to guarantee his/her (Bidder) performance of the contract
- 7.2 The Successful bidder agency has to submit Performance Bank Guarantee @ 10% of Total order value within 15 days from the date of issue of Purchase order for the duration of warranty of any of 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-SD/102006/108/DMO Dated 30.03.2012 issued by Finance Department (The draft of Performance Bank Guarantee is attached herewith).

- 7.3 The Performance security shall be payable to the FD as compensation for any loss resulting from the SI's failure to complete its obligations under the Contract.
- 7.4 The Performance Security will be discharged by FD and returned to the Bidder on completion of the bidder's performance obligations under the contract.
- 7.5 In the event of any contract amendment, the bidder shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period.
- 7.6 No interest shall be payable on the PBG amount. FD 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.

## **8 Inspection/Testing/Quality Checking**

- 8.1 The bidder shall facilitate the FINANCE DEPARTMENT (FD), State Government or its nominated/delegated authority, including its third party certifying authority, to inspect, supervise assess, may be in conjunction with any other Government Agencies/Authorities including without limitation to Revenue Authorities and Certifying Authorities, all the equipment installed at the premises, manpower deployed at the premises and other infrastructure arrangements to ensure the effectiveness, after giving prior notice of 7 days in writing or by way of surprise check if any malfunctioning or deficient operation is reported and the State Government or any nominated /delegated authority is of opinion to conduct such surprise checks to ensure the consistency of performance or any other aspect of the services covered under the contract.
- 8.2 The bidder shall Facilitate and provide all assistance to the inspections by GOG through any of its authorized representatives;
- 8.3 The bidder shall allow at Bidder's cost and facilitate services by independent Auditors appointed by the FINANCE DEPARTMENT (FD) of GOG.

## **9 Change Request Orders**

- 9.1 During the development phase, any change in scope of work, or in design and development of Decision Support systems (DSS) or of Management Information system (MIS) shall not be construed as change Request order and instead will become part of scope of work accompanying this bid document.

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

9.2.1 Designs, specifications, requirements of which software or service to be provided under the Contract are to be specifically developed / rendered for FD;

9.2.2 The place of delivery; and/or the Services to be provided by the TSP.

9.3 Training of personnel of the FD in terms of hours/subjects will be without any additional cost.

9.4 If any such change causes an increase or decrease in the cost of, or the time required for, the TSP's performance of any provisions under the Contract, equitable adjustments shall be made in the Contract value or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the TSP for adjustment under this clause must be asserted within thirty (30) days from the date of the TSP's receipt of the FD's change order.

## **10 Delivery of Documents**

10.1 All necessary arrangement shall be made by the service provider in accordance with the terms specified by FD in the Notification of Award.

10.2 Upon the readiness of the documents, videos, photos, content etc. under the service, service provider shall notify FD accordingly.

## **11 Prices**

11.1 Prices payable to the service provider as stated in the Contract shall remain firm and fixed during the performance of the Contract.

11.2 The prices quoted should not be conditional/optional and it should be in line with the technology and approach presented during the Approach & Methodology Presentation 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.

## **12 Contract Amendments**

12.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## **13 Assignment**

13.1 The service provider shall not assign, in whole or in part, its obligations to perform under the Contract, except with FD's prior written consent.

## **14 Delays in the supplier / service provider's Performance**

14.1 Delivery of the software and performance of the Services shall be made by the service provider in accordance with the time schedule specified by FD in the contract document.

14.2 If any time during performance of the Contract, the service provider should encounter conditions impeding timely delivery of the Goods and

performance of Services, the service provider shall promptly notify FD 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, FD 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 FD, shall be at no extra cost to FD.

14.3 Except as provided under GCC Clause 20, a delay by the service provider in the performance of its delivery obligations shall render the service provider liable to the imposition of a penalty pursuant to GCC Clause 18, unless an extension of time is agreed upon pursuant to GCC Clause 21(b) without the application of the penalty.

## **15 Termination for Default**

15.1 FD 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:

15.1.1 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 FD; or

15.1.2 if the service provider fails to perform any other obligation(s) under the Contract.

15.1.3 If the service provider, in the judgment of FD has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of any thing 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.

## **16 Force Majeure**

16.1 Notwithstanding anything contained in the tender, the service provider 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.

16.2 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.

16.3 If a force Majeure situation arises, the service provider shall promptly notify FD in writing within 10 days of such conditions and the cause thereof. Unless otherwise directed by FD 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.

## **17 Termination for Insolvency**

17.1 FD 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 FD.

## **18 Termination for Convenience**

18.1 FD 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 FD'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.

18.2 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 FD at the Contract terms and prices. For the remaining services, FD may elect:

18.2.1 To have any portion completed and delivered at the Contract terms and prices; and/or

18.2.2 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.

## **19 Right to use defective software/equipment**

19.1 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 FD's operation.

## **20 Supplier / service provider Integrity**

20.1 The service provider is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

## **21 Supplier / service provider's Obligations**

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

21.2 The service provider will abide by the job safety measures prevalent in India and will free FD from all demands or responsibilities arising from accidents or loss of life the cause of which is the service provider's negligence. The service provider will pay all indemnities arising from such incidents and will not hold FD responsible or obligated.

21.3 The service provider is responsible for managing the activities of its personnel or sub-contracted personnel and will hold himself responsible for any misdemeanors.

21.4 The service provider will treat as confidential all data and information about FD, 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 FD.

## **22 Patent Rights**

22.1 In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in FD, the service provider shall act expeditiously to extinguish such claim. If the service provider fails to comply and FD is required to pay compensation to a third party resulting from such infringement, the service provider shall be responsible for the compensation including all expenses, court costs and lawyer fees. FD will give notice to the service provider of such claim, if it is made, without delay.

## **23 Site Preparation and Installation**

23.1 FD is solely responsible for the preparation of the sites in compliance with the technical and environmental specification defined by the service provider. FD 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 FD so that there is no delay in implementation of software due to site problems. The Hardware/software requirement report should be submitted within the first 30 days after signing of the Contract with FD.

## **24 Payment terms**

24.1 The SP's request(s) for payment shall be made to the service provider in writing accompanied by the details of work executed, supported with evidence of accomplishment of the item wise work.

24.2 The payment would be done on monthly basis by Finance Department based on the satisfactory work completed and deduction of penalty, if any.

24.3 Concern Officer in the FD deputed to provide the material required to publicize on a daily basis. shall verify the Invoice raised against the services provided and sent it to Finance Department.

24.4 SP's request(s) for payment shall be made to Finance Department along with the 2 original copies of invoice and necessary documents. The invoice should be English / Gujarat based.

24.5 Payment shall be made in Indian Rupees. While making payment, necessary income tax and service tax deductions will be made.

## **25 Unconditional Bid**

25.1 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.

## **26 No Variable Cost in Financial Bid**

26.1 Bids with the variable costs / rates shall not be considered and shall be rejected as non-responsive at the discretion of FD.

## **27 Resolution of Disputes**

27.1 In this regard FD doesn't go for any arbitration on dispute and FD's decision will be final and binding on the service provider.

## **28 Governing Language**

28.1 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.

## **29 Applicable Law**

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

## **30 Taxes and Duties**

Service providers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted software / service to FD. However, GST in respect of the transaction between FD and the service provider shall be payable extra.

## **31 Binding Clause**

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

### **32 Contract Period**

32.1 The contract period will be of 1 year. However, the Department will take the review on all the activities carried out, performance reports submitted by bidder after the completion of 1 Years and extend for next 1 year on the same rate. The SP agrees that in any case SP shall not terminate the contract. However, the department reserves a right to terminate the contract by sending a notice to the bidder in the events of non-performance, security violations and non-compliance.

### **33 Agreement Amendments**

33.1 No variation in or modification of the terms of the agreement shall be made except by written amendment signed by both the parties. However, Department shall, as the situation warrants, in consultation and agreement with bidder shall make major additions to the scope and agree for suitable payments.

### **34 Limitation of Liability**

34.1 The entire liability of the bidder shall be limited to Maximum (Limitation of liability) = Payment made to the bidder and explicitly exclude all direct, indirect and consequential losses impact, etc. to the Department except as may be determined by courts of law under the applicable law and awarded after following the due process of law.

### **35 Severability:**

35.1 If any term, clause or provision of the agreement shall be judged to be invalid for any reason whatsoever such invalidity shall not affect the validity or operation of any other term, clause or provision of the agreement and such invalid term clause or provision shall be deemed to have been deleted from the agreement and if the invalid portion is such that the remainder cannot be sustained without it, both parties shall enter into discussions to find a suitable replacement to the clause that shall be legally valid.

### **36 Legal Jurisdiction**

All legal disputes between the parties shall be subject to the jurisdiction of the courts situated in Gandhinagar/Ahmedabad of Gujarat only.

### **37 Notice**

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.



## **SECTION IV: SCOPE OF WORK**

Finance Department, intends to take the services of reputed agency/Individual providing Social media Management services for Finance Department. One resource is required at FD fulltime as social media specialist.

An indicative key domain area under which the bidders would be expected to provide Social Media specialist is as given in **below**.

Sr. No	Designation	Year of Experience	Education Qualification	Experience in/Job role
1	Social Media specialist	Min. 2 years	Bachelor's degree in public relations, Communications, Marketing or English from recognized University	Should have experience of min. 2 years in managing social media platforms and contents for business/Brands/ Govt. organization  Should have done min. 3 similar projects.

### **Job Description**

The Social Media Specialist should be a creative thinker who is primarily responsible for engaging with online social community members. Social networking is to be used as a Communication vehicle for spreading positive information about the work and initiatives undertaken by the Finance Department marketing to new customers. Providing a positive customer experience for current customers and simultaneously cultivating a healthily engaged community across an ever-growing number of social platforms. The Social Media specialist will perform the critical task of interacting with followers/users in a positive manner and making our social media pages more interesting, engaging Personal and relevant to our audience.

- Manage conversations and maintain high-engagement levels on social pages. Including Facebook, Twitter, Instagram, LinkedIn, Youtube, Dept's own website etc in English & Gujarati.
- Create eye-catching social posts ( images, gifs, videos, ads)
- Work closely with content groups to leverage articles, videos and visual imagery for social media purposes.
- Manage regular giveaways suitable to our audiences
- post regularly to SM platforms and engage with the community in a personal and authentic manner
- Respond to questions, posts, and direct messages on various platforms in a timely manner
- Boost relevant posts as needed and report out on metrics
- Update pages when relevant to reflect branding objectives e.g. cover images, profile images and "about us"
- Connect with key influencers to form partnerships that leverage cross-promotional marketing initiatives
- Monitor the social universe and implement response guidelines as needed

- Share key learnings from SM pages to guide and support the various regional social owners
- Effectively communicate plans and updates among regional social owners
- Support the "Global social media check-in by pulling together all metrics and updating the slide deck accordingly

Required skills:

- An understanding of online government culture, especially as it relates to a senior government official
- Min. 2 years' experience in managing social Media platforms business/brands
- Strong ability to tell stories that engage, inform and influence
- Exceptional writing, Editing and proofreading skills
- Attention to detail, organized, self-motivated and able to balance priorities in a fast-paced environment
- Ability to work with stakeholders across different departments, regions and job roles
- Understanding of Adobe design and video tools is a plus
- Strong analytical and project management skills
- willingness and flexibility to travel to events when required

An individual/agency shall be responsible to bear the cost of designing of the creatives.

NOTE- All the scope of work would be under the framework and guidelines for the use of social media for Govt. organizations by the Govt. of India 3.8-Social Media Promotion Services.

**Service Level Agreement & Penalty:**

- In case of delay in deputing the resource within 15 days of issuing the work order, the penalty @ 2% of the contract value.
- **In case of delay in work:** A penalty of Rs.100/- per day will be levied for delay in response within mutually agreed time. In case of frequent non-responsive nature may attract penal action like alteration of resource, termination of contract and/or forfeiting of PBG in case of agency. In case of individual, termination of contract with one month notice.
- **In case of absence:** Allowed leave for per resource per month is one (1), in case of absence of manpower from duties, the department shall deduct proportionate amounts from the monthly payment due to the agency/individual. In case of continuous absence 5 days without prior notice shall be attract penal action like alteration of resource, termination of contract and/or forfeiting of PBG in case of agency. In case of individual, termination of contract with one month notice.

**SECTION V: PERFORMANCE SECURITY FORM**

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.

Date:

To

Name & Address of the Purchaser/Indenter

\_\_\_\_\_

\_\_\_\_\_

Dear Sir,

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

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee. OWNER/PURCHASER shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance by the SELLER of the aforementioned CONTRACT. The OWNER/ PURCHASER shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the SELLER, and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned CONTRACT between the OWNER/PURCHASER and the SELLER or any other course of or remedy or security available to the OWNER/PURCHASER.

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

The Bank also agree that the OWNER/PURCHASER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the SELLER and 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 \_\_\_\_\_ 2018

\_\_\_\_\_  
Signed and delivered by

\_\_\_\_\_

For & on Behalf of

Name of the Bank & Branch &  
Its official Address

**1. Covering Letter - Bid Proposal Form**

Reference:

Date:

Tender No.: GIL/

To

Sir / Madam

Having examined the Bidding Documents including Addenda Nos. \_\_\_\_\_ (insert numbers, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to render "SELECTION OF SOCIAL MEDIA SPECIALIST" for Finance Department, Government of Gujarat in conformity with the said bidding documents for the same as per the technical and financial bid and such other sums as may be ascertained in accordance with the Financial Bid submitted online and made part of this bid.

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 in a sum equivalent to fixed amount based on the estimation of the total project cost for the due performance of the Contract, in the form prescribed by Finance Department.

We agree to abide by this bid for a period of 180 (One hundred and eighty only) days after the date fixed for bid opening as mentioned under 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.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Amount: \_\_\_\_\_ Rupees: \_\_\_\_\_

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

Address: \_\_\_\_\_

Purpose \_\_\_\_\_ of \_\_\_\_\_ Commission \_\_\_\_\_ or  
gratuity: \_\_\_\_\_

\_\_\_\_\_  
(if none, state "none")

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signature (in the capacity of)

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

## 2. Particulars of the Bidder's Organization

1. Tender for "SELECTION OF SOCIAL MEDIA SPECIALIST" for Finance Department, Government of Gujarat	
2. Name and full address of the firm/ Company/ Organization	----- -- ----- --
3. Registered Office with full address, Telephone No(s) Fax No(s) E-mail address Website URL	----- -- ----- -- ----- -- ----- --
4. Income Tax Registration number. (PAN)	----- --
5. GST Registration No.	----- --
6. Whether Public Limited Company or Private Limited Company or any other entity (Give details)	----- -- ----- --
7. In case of a company, details of Director, Managing Director etc and their Share holding and their respective liabilities in carrying this tender and discharge of subsequent	----- -- ----- -- ----- --
8. Whether any establishment is in Gujarat. If so detailed address of the same and activity carried on there.	----- -- ----- --
9. Name and addresses and designation of the persons who will represent the Bidder while dealing with FD/ GIL (Attach letter of authority)	----- -- ----- -- ----- --
10. Details of service / support network and infrastructure available in Gujarat. ( If Any)	----- -- ----- --

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

**(Authorized Signatory)**

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

**Designation & Authority:**\_\_\_\_\_

**Place:**\_\_\_\_\_

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

**Stamp:**\_\_\_\_\_

**Company Name:**\_\_\_\_\_

**Business Address:**\_\_\_\_\_



**3. Manpower Self Certificate**  
**(Certificate to be issued on the letter head of the bidder)**

To,

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

**Reference:** Tender Number \_\_\_\_\_ Dated \_\_\_\_\_

**Subject:** Proposal for the "SELECTION OF SOCIAL MEDIA SPECIALIST" for Finance Department, Government of Gujarat

Dear Sir,

This is to certify that we, M/s. << Name of Bidder>> has \_\_\_\_\_ nos. of employees on its payroll on \_\_\_\_\_ 2018

Yours faithfully,

Signature with company seal

Name:

Date:

Designation:

**4. Sole Responsibility Certificate**  
**(Certificate to be issued on the letter head of the bidder)**

To,

\_\_\_\_\_

Reference: Tender Number \_\_\_\_\_ Dated \_\_\_\_\_

Subject: Proposal for the "SELECTION OF SOCIAL MEDIA SPECIALIST" for  
Finance Department, Government of Gujarat

Dear Sir;

This is to certify that we, M/s. << Name of Bidder >> will be solely responsible to  
the Finance Department for the implementation of the project.

Yours faithfully,

Signature with company seal

Name:

Date:

Designation:

**5. No deviation in proposal Self Certificate  
(Certificate to be issued on the letter head of the bidder)**

To,

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

Reference: Tender Number \_\_\_\_\_ Dated \_\_\_\_\_

Subject: Proposal for the "SELECTION OF SOCIAL MEDIA SPECIALIST" for Finance Department, Government of Gujarat.

Dear Sir,

I, representative of \_\_\_\_\_, hereby solemnly affirm the veracity of documents submitted as a pan of pre-qualification, technical and financial bid for the "SELECTION OF SOCIAL MEDIA SPECIALIST".

I also confirm that we will abide to all the terms and conditions provided in the RFP and have

No Deviations. In the event of any deviation from the factual information the GIL/FD, Govt. of Gujarat reserves the right to reject our proposal or terminate the contract, if awarded to us, without any compensation.

Yours faithfully,

Signature with company seal

Name:

Date:

Designation:

## **Section VII: Format Technical Bids**

### **CV for Professional Staff Proposed**

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

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

Each CV must be accompanied by the following undertaking from the staff member:

#### **Certification**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member]

Date:

(Authorized Signatory)

Name: \_\_\_\_\_  
Designation & Authority: \_\_\_\_\_  
Place: \_\_\_\_\_  
Date: \_\_\_\_\_  
Stamp: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Business Address: \_\_\_\_\_

### **Section VIII: Format of Financial Bid**

Bidder should quote firm rates for the entire Scope of Work and Technical Requirements mentioned in the Section IV of Tender Document.

#### **Financial Bid Format**

<b>Details</b>	<b>Per man Month Rate (Rs.)</b>
Man-month rate for Social Media Management Activities	

Note:

- The Service Charges quoted above are exclusive of tax. The taxes will be paid as extra as applicable at the time of invoicing.
- The Service Charges quoted above shall remain fixing throughout the contract period.
- \*\*Department may ask detailed cost analysis of various element of cost

Signature with company seal

Name:

Date:

Designation:

**Form V: Self-Declaration**

**(TO BE SUBMITTED PHYSICALLY ALONG WITH EMD & BID  
PROCESSING FEES)**

**AFFIDAVIT**

(To be submitted IN ORIGINAL on Non-Judicial Stamp Paper of Rs 100/- duly  
attested by First Class Magistrate/ Notary public)

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

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

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

Sr. No.	Name of the Document
1	
2	

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

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

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

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

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

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

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

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

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

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

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

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

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

I / We hereby commit that we have paid all outstanding amounts of duesItaxesIcessIchargesIfees with interest and penalty.

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

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

Date:

Stamp & Sign of the Tenderer

Place:

(Signature and seal of the Notary)



**Section IX: Format of Earnest Money Deposit in the form of Bank Guarantee**

Ref: Bank Guarantee No.  
Date:

To,  
DGM(Tech)  
Gujarat Informatics Limited  
Block No. 2, 2<sup>nd</sup> Floor,  
Karmayogy Bhavan, Sector-10A  
Gandhinagar Gujarat, India

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

----- KNOW ALL MEN by these presents that WE ----- having our registered office at ----- (hereinafter called "the Bank") are bound unto the -----, Gujarat Informatics Limited in the sum of ----- for which payment well and truly to be made to Gujarat Informatics Limited, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this --- day of -----2016.

**THE CONDITIONS of this obligation are:**

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

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

This guarantee will remain valid up to 9 months from the last date of bid submission. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that the

guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee

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

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

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_

Signed and delivered by

\_\_\_\_\_

For & on Behalf of

Name of the Bank & Branch &  
Its official Address

**Approved Bank: Any Nationalized Bank operating in India having branch at Ahmedabad/ Gandhinagar**