

**Special Secretary Revenue Department of Appeals
and Revision**

(GOVERNMENT OF GUJARAT)

**Tender
For
Selection of Service Provider
for
Data Entry of Backlog Cases**

Tender No: SW04062018160

**Bid Processing Fees: Rs. 1,000/-
Earnest Money Deposit: Rs. 1,00,000/-**

(June, 2018)



Gujarat Informatics Ltd

Block no. 1, 8th floor, Udyog Bhavan,
Sector-11, Gandhianagar-382017, Gujarat

Ph No. 23259237

Fax: 23238925.

www.gil.gujarat.gov.in

Last date, time for Submission of pre-bid queries: 11.06.2018 upto 1500 hrs.

Date of Pre-Bid Meeting: 15.06.2018 at 1500 hrs

Last date of Submission of Bid: 29.06.2018 upto 1500 hrs

Opening of Technical Bid: 29.06.2018 at 1600 hrs.

INDEX

SECTION I: INVITATION FOR BIDS	3
SECTION II: INSTRUCTIONS TO BIDDERS.....	5
SCOPE OF WORK:.....	5
DATA ENTRY OF APPROX. 59243 BACKLOG CASES IN ONLINE SOFTWARE DEVELOPED BY NIC OVER GSWAN NETWORK.....	5
A. Qualification Criteria.....	13
B. PREPARATION OF BIDS	13
C. Contents of Envelopes	16
D. SUBMISSION OF BIDS.....	16
E. BID OPENING AND EVALUATION OF BIDS	17
F. AWARD OF WORK.....	18
SECTION III: GENERAL CONDITIONS OF CONTRACT	21
SECTION IV: SPECIAL CONDITIONS OF CONTRACT	26
SECTION VI: COMMERCIAL BID FORMAT	27
ANNEXURE – 1: BIDDER’S AUTHORISATION CERTIFICATE.....	28
ANNEXURE-2: Self Declaration	29
ANNEXURE-3: Format of Earnest Money Deposit in the form of Bank Guarantee	31

**COMPETITIVE BIDDING FOR
Data entry work of Backlog Case files**

SECTION I: INVITATION FOR BIDS

On behalf of Special Secretary Revenue Department for Appeals & Revisions, Government of Gujarat, Gujarat Informatics Ltd invites tender offers (Technical and Financial) for “**Selection of Service provider for Data entry work of Backlog Case file**”.

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 Service provider for Data Entry work of Backlog Case files” of Special Secretary Revenue Department.

Actual award of contract will follow the conditions as per this document. This document is given for enabling the bidders to know the tender conditions so as to guide them in filling up the technical bid and financial bid for Selection of Service provider for Data entry work of Backlog Case file” of Special Secretary Revenue Department for Appeals & Revisions.

The bidders may download the tender document from website of **Gujarat Informatics Limited** (www.gujaratinformatics.com) as well as from <https://gil.nprocure.com>.

Bid Processing Fee	Rs. 1,000/-
Last date, time for Submission of pre-bid queries on vipulp@gujarat.gov.in	11.06.2018 upto 1500 hrs.
Date, Time & Place of Pre-bid meeting	15.06.2018 at 1500 hrs Gujarat Informatics Ltd, Block no. 1, 8 th floor, Udyog Bhavan, Sector-11, Gandhinagar.
Last date, time for Online Submission of bids online	29.06.2018 upto 1500 hrs
Date, time and place for Opening of Technical Bids	29.06.2018 at 1600 hrs.
Address for communication	Gujarat Informatics Ltd, Block no. 1, 8th floor, Udyog Bhavan, Sector-11, Gandhinagar.
Earnest Money Deposit	Rs.1,00,000/-
Last date & Time for submission of EMD & Bid Processing Fees (Physical)	29.06.2018 upto 1500 hrs
Validity of Tender	180 days
Contact Person	Director (e-Governance) Gujarat Informatics Ltd.
Time Limit to complete the work	As specified in scope of work

All bids must be submitted online on <https://gil.nprocure.com> website

1. Technical bids will be opened in the presence of tender Committee members who are present as well as Bidders' or their representatives who choose to attend on the specified date and time. The tender committee has been empowered to take the final decision regarding the tender.
2. In the event of the date specified for receipt and opening of bid being declared as a holiday for SSRD office, the due date for submission of bids and opening of bids will be the following working day at the appointed time.
3. Gujarat Informatics Ltd/ SSRD reserve the right to accept or reject any tender offer without assigning any reason.
4. Financial bids of only those bidders who qualify on the basis of evaluation of technical bids.
5. No Consortium will be allowed.
6. Use & Release of Bidder Submissions:
GIL/ SSRD is not liable for any cost incurred by a Bidder in the preparation and production of any Proposal, the preparation or execution of any benchmark demonstrations, simulation or laboratory service or for any work performed prior to the execution of a formal contract. All materials submitted become the property of the GIL/ SSRD and may be returned at its sole discretion. The content of each Bidder's Proposal will be held in strict confidence during the evaluation process, and details of any Proposals will not be discussed outside the evaluation process.

SECTION II: INSTRUCTIONS TO BIDDERS

SCOPE OF WORK:

DATA ENTRY OF APPROX. 59243 BACKLOG CASES IN ONLINE SOFTWARE DEVELOPED BY NIC OVER GSWAN NETWORK.

- The basic scope of this assignment is to provide operators for data entry work of backlog Case files within the stipulated time period.
- The data entry has to be done in the software developed by NIC. The same can be accessed on GSWAN network.
- SSRD will provide space, electricity and connectivity of GSWAN. The service provider shall be responsible to provide manpower, require hardware, software and furniture etc.
- The Service Provider must ensure that the documents are not damaged/mutilated/defaced/alterd in any manner.
- The job of data entry includes verification and correction of data till 100% accuracy of the keyed-in- data. The data entry agency will ensure that data entry is 100 % accurate.
- Then SSRD officials will check the data entry work randomly.
- The service provider should maintain a register for Case files handed over for data entry and will ensure that all records are entered as per the given details on the Case file. The register will also serve a purpose of evidence for the number of records entered by the agency. This register will remain at the SSRD office.
- The service provider shall be responsible to return the documents as they were received along-with the covering list indicating discrepancies, if any.
- The service provider shall take due care in entering the data of case files. So that future reference and retrieval should be correct and error-free.
- The service provider would provide its adequately skilled manpower resources at SSRD office to complete the job within the specified time. If service provider needs extra time other than office time, prior sanction of the competent authority of SSRD shall be obtained.
- The service provider shall ensure that the entire work of data entry is done at the SSRD office and no documents are taken out of the site at any time.
- The service provider should be responsible for providing man power on a continuous basis and all contingencies as may arise out of government rules / leave / absentees etc. shall be managed by providing substitutes without disruption of services.
- Absolute care must be taken to avoid errors and Data Redundancy & blanks. During the course of the inspection and authentication, if errors and data redundancy is detected then rectification of the same shall be made at no extra payment to the bidder, failing which an amount proportionate to the cost involved shall be forfeited.

- **Volume of Work:** Approx. 59,243 Backlog Case Data Entries.
- **Location of work:** Special Secretary Revenue Department of Appeals and Revision,

S.G.Highway,
B/h. Sola Police Station,
Opp. Narayan Bunglows-2,
Gota, Ahmedabad.
Contact No: 079-29708451.

- **Time limit to complete the work:** 6 months from the date of issue of work order.

The snapshots of the Data entry forms are as below:

Case Information System Version 2.0.120331
SPECIAL SECRETARY REVENUE APPEALS, Ahmedabad | Username : paul

Backlog Case Entry

Side : CIVIL

Select Court:
Select Court Number

Select District:
Select District

Select Case Type:
Select Case Type

Registration No :
Registration No

Filing No :
Filing No

Year :
Year

Submit

Home
Filing
Registration
Reports
Misc
Statistics
Proceedings
Transfer Case
Misc
Backlog Entry
Application
Inquiry
Day End Report
Case Query

2:38 PM
6/19/2015

Page 1

- Page no. 1 (Select Category) – 4 fields,
- Page no. 1 (Entry of Case number) – 1field,

← → C ssrd.guj.nic.in/ssrd/legacy/bkl/reg/registration/cireg.php

Case Information System Version 2.0.120331 | Home | My Account | Filing | Registration | Logout

SPECIAL SECRETARY REVENUE APPEALS, Ahmedabad | Username : ccourt

Case Registration | Lower Court Details | Objections / Checklist | Party Details | Heir Entry | High Court Direction | Registration / View Summary

Filing No : JMN / AMD / 14 / 2015 | Filing Date : 12/03/2015

* District: Ahmedabad | * Case Type: 74 - JMN

* Filing Year: 2015 | * Filing Date: 12/03/2015

* Registration Year: 2015 | * Registration Date: 12/03/2015

* No. Of Appellant: 1 | * No. Of Respondent: 1

* Stage: Stay Application Hearing

Next Date: 04/01/2016 | * Select Court: Court No.1 - Smt. SANGEETA SINGH

Ready/Un-Ready: READY

Prayer

* Classification Code: Add / Search Classifications | Schedule Wise Classifications | * CLICK ON THE BUTTON TO SEARCH /ADD CLASSIFICATIONS BY CODE

Submit | Reset

Page 2

- Page no. 2 (Select Category) – 6 fields,
- Page no. 2 (Entry of Party number) – 2 fields

Case Registration	Lower Court Details	Objections / Checklist	Party Details	Heir Entry	High Court Direction	Registration / View Summary
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Filing No : JMN / AMD / 34 / 2015 | Filing Date : 02/07/2015

District	Ahmadabad	Case Type	74 - JMN
Select Taluka	Dholka	Select Village	Village
* Impugn order No.	No.CB/CTS-2/Sajafa/C.39245/K.7941/20	* Impugn order Dt.	03/11/2013
Mutation Entry No.		Impugn order Issue Dt.	03/11/2013
* Lower Court Type	Collector	Inward No.	1615/15
Select ACT No.	૨૧૧	Block NO.	
Survey No.	74	Re-Survey No.	
TP No.		FP NO.	
City Survey No.		Traverse	

Submit Reset

Page 3

- Page no. 3 (Select Category) – 4 fields,
- Page no. 3 (Entry of Party number) – 5 fields

← → C ssrd.guj.nic.in/ssrd/legacy/bkl/reg/registration/cireg.php

Case Information System Version 2.0.120331 | Home | My Account | Filing | Registration | Logout
 SPECIAL SECRETARY REVENUE APPEALS, Ahmedabad | Username : court1

Case Registration | Lower Court Details | Objections / Checklist | **Party Details** | Fee Entry | High Court Direction | Registration / View Summary

Caveat Search * CLICK ON THE BUTTON TO SEARCH CAVEAT CASES

Filing No : JMN / AMD / 14 / 2015 | Select Party : Appellant 1 - જાગ૨ીલ ડેવલપ ંડલે Add/Modify

* Name	જાગ૨ીલ ડેવલપ ંડલે	Fixed Party	Name (In Gujarati)							
* Address	જુલોડા		Address(In Gujarati)							
	સુભેલ									
* City	સામેલોડ		City (In Gujarati)							
Pincode	380015		State							
Phone Number			Email							
National Unique ID			DISPATCH OPTION	<input checked="" type="radio"/> SPEEDPOST <input type="radio"/> RPAD <input type="radio"/> OTHERS						
Advocate Name / Code	Add / Search Advocates * CLICK ON THE BUTTON TO SEARCH ADVOCATES BY NAME OR CODE									
	<table border="1"> <thead> <tr> <th>ADVOCATE CODE</th> <th>ADVOCATE NAME</th> <th></th> </tr> </thead> <tbody> <tr> <td>G\398/1980</td> <td>J P THAKOR</td> <td>Delete</td> </tr> </tbody> </table>				ADVOCATE CODE	ADVOCATE NAME		G\398/1980	J P THAKOR	Delete
ADVOCATE CODE	ADVOCATE NAME									
G\398/1980	J P THAKOR	Delete								

Submit Party Details Reset Values

Page 4

- **Appellant Data Entry:**
 - Page no. 4 (Select Category) – 2 fields,
 - Page no. 4 (Entry of Party number) – 5 fields,

Case Information System Version 2.0.120331
SPECIAL SECRETARY REVENUE APPEALS, Ahmedabad | Username : court1

Case Registration | Lower Court Details | Objections / Checklist | **Party Details** | Hear Entry | High Court Direction | Registration / View Summary

Caveat Search * CLICK ON THE BUTTON TO SEARCH CAVEAT CASES

Filing No : JMN / AMD / 14 / 2015 | Select Party : Respondent : - ૧૦૦૧.૬૦૧૨૨૧ | Add/Modify

* Name	<input type="text" value="અવિષ્ટ ૩૧૧૧ ૦૧૧૧"/>	Fixed Party	Name (In Gujarati)	<input type="text"/>
* Address	<input type="text" value="ગુજરાત"/>		Address(In Gujarati)	<input type="text"/>
	<input type="text" value="અમદાવાદ"/>			<input type="text"/>
* City	<input type="text" value="અમદાવાદ"/>		City (In Gujarati)	<input type="text"/>
Pincode	<input type="text" value="૩૮૦૦૧૬"/>		State	<input type="text"/>
Phone Number	<input type="text"/>		Email	<input type="text"/>
National Unique ID	<input type="text"/>		DISPATCH OPTION	<input checked="" type="radio"/> SPEEDPOST <input type="radio"/> RPAD <input type="radio"/> OTHERS
Advocate Name / Code	<input type="text"/>	Add / Search Advocates * CLICK ON THE BUTTON TO SEARCH ADVOCATES BY NAME OR CODE		

Submit Party Details | Reset Values

Page 5

- **Respondent Data Entry:**

- Page no. 5 (Select Category) – 2 fields,
- Page no. 5 (Entry of Party number) – 5 fields,
- Note: minimum 2 party, maximum- 3-100 (for some cases)

For average cases 5 -10 party names

Case Information System Version 2.0.120331 | Home | My Account | Filings | Registration | Logout

SPECIAL SECRETARY REVENUE APPEALS, Ahmedabad | Username: court1

Case Registration | Lower Court Details | Objections / Checklist | Party Details | Hear Entry | High Court Direction | Registration / View Summary

Filing No : HNP / CHHTU / 12 / 2015 | Filing Date (DD/MM/YYYY) : 11/01/2015 | Current Date : 20/01/2016 | Refresh this page

Case Type : HKP | District : CHHOTAUDEPUR | Taluka : Sankheda | Village : *Details Not Entered

Next Date : 24/11/2015 | Stage : Stay Application Hearing | SubStage : *Sub-Stage Not Selected

No Of Appellant : 1 | No Of Respondent : 9

Classifications

i. 03-ગુજરાત જમીન મહેસૂલ નિવેદનો-1602

Party Details

Party	Name Of Party	Address	Advocates
Appellant - 1	સોલંકી અદેશિંહ ભાવલિંક	ચામરવાડા, તા.સંખેડા, , છોટાઉદેપુર ગુજરાત	G/1438/2005 - V H NANGESH
Respondent - 1	ઇલેક્ટર	ઇલેક્ટર ઈચેરી, , વડોદરા ગુજરાત	*Advocate Details Not Entered
Respondent - 2	સોલંકી વજુબેન ભાવલિંક	રહે.ચામરવાડા, તા.સંખેડા, વડોદરા ગુજરાત	*Advocate Details Not Entered
Respondent - 3	સોલંકી ગમનબેન ભાવલિંક	રહે.ચામરવાડા, તા.સંખેડા, વડોદરા ગુજરાત	*Advocate Details Not Entered
Respondent - 4	સોલંકી ગણપતસિંહ ભાવલિંક	રહે.ચામરવાડા, તા.સંખેડા, વડોદરા ગુજરાત	*Advocate Details Not Entered
Respondent - 5	સોલંકી નાનસિંહ ભાવલિંક	રહે.ચામરવાડા, તા.સંખેડા, વડોદરા ગુજરાત	*Advocate Details Not Entered
Respondent - 6	સોલંકી દનુભાઈ ભાવલિંક	રહે.ચામરવાડા, તા.સંખેડા, વડોદરા ગુજરાત	*Advocate Details Not Entered
Respondent - 7	મામલતદાર	મામલતદાર ઈચેરી, તા.સંખેડા, વડોદરા ગુજરાત	*Advocate Details Not Entered
Respondent - 8	સર્કલ ઓફીસર	સંખેડા, તા.સંખેડા, વડોદરા ગુજરાત	*Advocate Details Not Entered
Respondent - 9	નારાય ઈલેક્ટર	ડભોઈ, તા.ડભોઈ, , વડોદરા ગુજરાત	*Advocate Details Not Entered

Lower Court Details

Impugn order No. :no.R.T.S/4p/39/2013/Vash/1035/2015	Impugn order Dt. : 2015-03-09	Impugn order Issue Dt. : 2015-03-09
Lower Court Type : 1	Inward No : 1376/15	Act No : 108(6)
Survey No. : 13	Re-Survey No. : 13	Mutation Entry No. :
Block No. :	TP No. :	FP No. :
Traverse : *Details Not Entered	City Survey No. :	

Page6

Case Summary

- Page no. 6 (Submit) –No field.

● Approx. no. of fields for Data Entry:

- All fix Select Category – **18 fields**
- All fix Entry of Case Registration – **18 fields**
- **Note:** Varying fields if no of Party Details Increases above 2
(Total fix Select Category – 2 fields
Total fix Entry of Case Registration – 5 fields)
- **Fix Fields - 36 (18+18)**
- **Varying Fileds - 7n(7*no.of petitioners*no.of heirs)**

A. Qualification Criteria

Bidders desirous of bidding for the project shall fulfill the following qualification criterions:

- 1) The bidder should be in the business of **Data entry** for at least three years as on **31st March 2017**. Registration Certificate and experience in Data Entry and scanning related services must be submitted for the same.
- 2) Total turnover of the firm should be at least **Rs. 50 lacs** during the each of last three financial years or cumulative of **Rs. 150 lacs** in last three years as on 31st March, 2017 in the business of document management and related services. The bidder must attach Statutory Auditor's Certificate Certifying the turnover. Bidder should have to upload the copies of the audited Balance sheet and profit and loss accounts. In case 2014-15 Annual Reports are not prepared; a certificate of provisional balance sheet duly certified by a Chartered Accountant is to be submitted.
- 3) Bidder should have relevant **ISO 9001: 2008 or latest certification**.
- 4) Bidder should have experience of completed/running at least two (2) similar kind of Data Entry projects in last three years with value of 10 Lacs each.
- 5) The bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Gujarat or any of the PSU in the state of Gujarat. Certificate / affidavit mentioning that the Bidder/ Consortium Partner is not currently blacklisted by Government of Gujarat or any of the PSU in the state of Gujarat is due to engagement in any corrupt & fraudulent practices. **Annexure - 2**

Note: All Supporting documents must be submitted online on our website <https://gil.nprocure.com> and the documents must be in clear readable form.

B. PREPARATION OF BIDS

1) Cost of Bidding

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

2) Bidding Document

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

3) Clarification of Bidding Documents

- 1) A prospective Bidder requiring any clarification of the bidding documents may notify the tendering Authority in writing at the tendering Authorities address indicated in the Invitation for Bids before the last date of submission of pre-bid queries. The

tendering Authority will discuss and clarify the queries in pre-bid meeting and issue the corrigendum on the website.

- 2) Pre bid meeting is fixed for clarification - at Gujarat Informatics Limited, 8th Floor, Block No 1, Udyog Bhavan, Gandhinagar. In the event of any clarification required and the corrigendum has been issued on the website, it shall form the part of the tender document.

The queries should necessarily be submitted in the following format:

S. No.	RFP Document Reference(s) (Clause & Page Number(s))	Content of RFP requiring Clarification(s)	Points of clarification
1.			
2.			
3.			
4.			

4) Amendment of Bidding Documents

- 1) At any time prior to the deadline for submission of bids, this office may, for any reason, whether on its own initiative or in response to the clarification requested by a prospective bidder, modify, change, incorporate or delete certain conditions in the bidding document.
- 2) All prospective bidders who have received the bidding documents will be notified of the amendment in writing, and will be binding on them.
In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids the tendering Authority, at its discretion, may extend the deadline for the submission of bids.

5) Language of Bid

The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and The tendering Authority shall only be in English language.

6) Bid Form

The Bidder shall complete the Technical Bid & Financial Bid as per format and sequence attached as Annexure respectively. The bidder shall also complete the **Bid Form** and submit along with financial bid

7) Bid Prices

The Quote will be on the basis of per printed/hand written page charge (comprising of software charge).

8) Bid Currency

Prices shall be quoted in Indian Rupees only.

9) Documents Establishing Bidder's Eligibility and Qualification

The bidder shall furnish, as part of its tender offer, documents establishing the Bidder's eligibility to participate in the tender and its qualifications to perform the Contract as

mentioned in qualification Criteria section

10) Documents establishing good's Eligibility and Conformity to Bidding Documents.

- 1) The Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services, which the Bidder proposes to supply under the contract.
- 2) The documentary evidence of conformity of goods and services to the bidding documents may be in the form of literature, drawing and data, and shall consist of a detailed description of the essential technical and performance characteristics of the goods;
- 3) The Bidder shall note that standards for workmanship, material and equipment, and references to International brand names or catalogue numbers designated by the tendering Authority in its Technical Specifications are intended to be descriptive only and not restrictive

11) Earnest Money Deposit

- 1) The Bidder shall furnish, as part of its bid, an Earnest Money Deposit in the form of a DD or in the form of an unconditional Bank Guarantee (which should be valid up to validity of 9 months from the date of bid submission) of any Nationalized Bank issued by Ahmedabad/Gandhinagar branches only in the name of "Gujarat Informatics Ltd." payable at Gandhinagar (as per prescribed format given at as per prescribed format given at **Annexure**) and must be submitted along with the covering letter.
- 2) Unsuccessful bidder's EMD will be discharged / refunded as promptly as possible but not later than 30 days after the decision of the commercial bid is taken.
- 3) The successful bidder's EMD will be discharged only after the completion of the contract papers.
- 4) The EMD shall be forfeited If a Bidder withdraws his 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.
- 5) No exemption for submitting the EMD will be given to any agency including SSI Units.
- 6) Any tender submitted without the EMD will be summarily rejected.
- 7) The bidder is liable to pay liquidated damages and penalty imposed by the tender Inviting Authority in the event of non-fulfillment of any of the terms or whole of the contract.

12) Period of Validity of Bids

- 1) Bids shall be valid for **180 days** after the date of bid opening. The tendering Authority shall reject a Bid valid for a shorter period as non-responsive.
- 2) In exceptional circumstances, the tendering Authority may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.
- 3) Bid evaluation will be based on the bid prices without taking into consideration the above changes.

13) Performance Security Deposit

- 1) The successful Bidder has to furnish a security deposit so as to guarantee his/her (Bidder) performance of the contract
- 2) The Successful bidder 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 all Nationalized Bank including the public sector bank or Private Sector Banks authorized by RBI or Commercial Bank or Regional Rural Banks of Gujarat or Co-Operative Bank of Gujarat (operating in India having branch at Ahmedabad/ Gandhinagar) as per the EMD/10/2014/570/DMO dated 01.04.2015 by Finance Department (The draft of Performance Bank Guarantee is attached herewith).
- 3) The proceeds of the performance security shall be payable to the SSRD as compensation for any loss resulting from the Service provider's failure to complete its obligations under the Contract.
- 4) The Performance Security will be discharged by SSRD and returned to the Bidder on completion of the bidder's performance obligations under the contract.
- 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.
- 6) No interest shall be payable on the Performance Bank Guarantee amount. SSRD 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.

14) Clarification to tender documents

At any time after the issue of the tender documents and before the opening of the tender, if the SSRD & Gujarat Informatics Limited make any changes, modifications or amendments to the tender documents will be uploaded on GIL website.

15) Receipt of tenders and tender Opening

- 1) The tender must be submitted online. Gujarat Informatics Limited shall not be responsible for any delay or problem occurred during the submitting of the bid,
- 2) Gujarat Informatics Limited may extend the last date and time for receiving tenders after giving adequate notice to all the bidders in cases where -
 - (1) The publication of the tender notice has been delayed.
 - (2) The communication of changes in the tender documents to the prospective bidders took time;
 - (3) Any other reasonable grounds exist, for such extension which shall be recorded in writing by the SSRD & Gujarat Informatics Limited

C. Contents of Envelopes

- Envelope for the EMD and Bid Processing Fee.
- Envelope shall be marked as Envelope for "EMD & Bid Processing Fee" for the tender for Selection of Service provider for Data Entry work of Backlog Case files" of Special Secretary Revenue Department.

D. SUBMISSION OF BIDS

1) Sealing and Marking of Bids

1. All bids must be submitted online through <https://gil.nprocure.com> as per the formats mentioned in the same using digital signature.
2. Telex, cable, e-mailed or facsimile bids will be rejected.

2) Deadline for Submission of Bids

- 1) Bids must be submitted online through <https://gil.nprocure.com> not later than the time and date specified in the Invitation for Bids (Section I).
- 2) GIL may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of GIL and Bidders subject to the deadline will thereafter be subject to the deadline as extended.

3) Late Bids

Any bid received by GIL after the deadline for submission of bids prescribed for the SSRD Office, will be rejected and/or returned unopened to the Bidder.

4) Withdrawal of Bids

- 1) The Bidder may modify or withdraw his bid before the last date of submission of bids through the e-Tendering website <https://gil.nprocure.com>.
- 2) No bid may be modified after the deadline for submission of the bids.
- 3) No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry period of the bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its bid EMD.

E. BID OPENING AND EVALUATION OF BIDS

1) Opening of Bids by SSRD/GIL

- 1) SSRD/GIL will open all bids (only Technical Bids at the first instance) through the e-Tendering website of <https://gil.nprocure.com>, in the presence of Bidder or his representative who choose to attend, and at the following address:
Gujarat Informatics Limited
Block No.1, 8th Floor,
Udyog Bhavan, Gandhinagar.
- 2) The Bidder's representative who is present shall sign an attendance register evidencing their attendance. In the event of the specified date of Bid opening being declared holiday for the tendering Authority, the Bid shall be opened at the appointed time and location on the next working day.
- 3) The Bidder's names, bid modifications or withdrawals, bid prices and the presence or the absence of requisite bid security and such other details, as SSRD, at his discretion, may consider appropriate, will be announced at the time of opening. No Bid shall be rejected at the opening, except for late bids, which shall be returned unopened to the bidders.
- 4) Bids that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.
- 5) Financial Bids of only those bidders who qualify on the basis of evaluation of technical bid & Demonstration 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.

6) L1 will be selected based on the total cost of the project.

2) Clarification of Bids

During evaluation of bids SSRD/GIL may, at its discretion, ask the Bidder for a clarification of its bid. SSRD/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.

3) Contacting SSRD/GIL

- 1) No Bidder shall contact SSRD/GIL on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If he wishes to bring additional information to the notice of SSRD/GIL, he should do so in writing. SSRD reserves the right as to whether such additional information should be considered or otherwise.
- 2) Any effort by a Bidder to influence SSRD/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.
- 3) In case of any confusion, non- synchronization or anomaly between RFP/Tender clauses and attached forms/documents, clauses of RFP/Tender shall prevail.

4) Technical & Commercial Evaluation

1. The bidders have to submit all the required documents as mentioned in the Pre-Qualification criteria.
2. The bidders who are qualified in the pre-qualification criteria that would be considered for financial evaluation.
3. GIL/SSRD will form an evaluation Committee which will evaluate the technical documents submitted by the bidders for a detailed scrutiny. During evaluation of documents, GIL/SSRD, may, at its discretion, ask the bidders for clarification of their documents.

5) Financial Bid evaluation:

The Commercial bid of those bidders who are qualified in the pre-qualification criteria will only be opened. The Financial Bids will be opened, in the presence of Bidders' representatives who choose to attend the Financial Bid opening on date and time to be communicated to all the qualified Bidders.

The bidder who is overall L1 will be invited for negotiations and awarding the contract.

In case of the two or more bidders are L1 then price bid will be re-invited from the L1 bidders.

F. AWARD OF WORK

1) Award Criteria

- 1) The tender Committee present will award the contract to the successful Bidder whose bid has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 2) The tendering Committee reserves the right to award the contract in parts to more than one bidder, provided further that the Bidders(s) are determined to be qualified to perform the contract satisfactorily.

2) Area of operation

Area of operation will be at SSRD as mentioned in the scope of work.

3) GIL/SSRD's Right to Accept / Reject Any or All Bids

GIL/SSRD reserves the right to accept or reject any bid, or to annul the bidding process and reject all bids at any time prior to the award of Contracts, 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 the GIL's action.

4) Notification of Awards

- 1) Prior to the expiry of the period of the bid validity, SSRD/GIL will notify the successful bidder in writing. The bidder will confirm the same in writing through registered letter.
- 2) The notification of award will constitute the formation of the Contract.

5) Signing of Contract

- 1) At the same time as SSRD/GIL notifies the successful Bidder that its bid has been accepted, SSRD/GIL will send the bidder the Contract Form provided by this office.
- 2) Within 15 days of receipt of the Contract Form, the successful bidder shall sign the contract and return it to SSRD

6) Corrupt or Fraudulent Practices.

- 1) GIL/SSRD requires that the bidders/suppliers/ contractors under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, SSRD defines for the purposes of this provision, the terms set forth as follows:
- 2) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or execution of a contract to the detriment of SSRD, 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 SSRD of the benefits of the free and open competition;
- 3) SSRD will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 4) SSRD will declare a firm ineligible, 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.

- 5) The past performance of the bidder will be crosschecked if necessary. If the facts are proven to be dubious the bidders tender will be ineligible for further processing.

7) Interpretation of the clauses in the tender Document / Contract Document

- 1) In case of any ambiguity in the interpretation of any of the clauses in tender Document or the Contract Document, GIL/SSRD's interpretation of the clauses shall be final and binding on all parties. However, in case of doubt as to the interpretation of the bid, the bidder may make a prior written request to:

The Director (e-Governance)
Gujarat Informatics Ltd.
Block No.1, 8th Floor, Udyog Bhavan
Gandhinagar, Gujarat.

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

- 2) The decision taken by the tender Committee in the process of tender evaluation will be full and final.

SECTION III: GENERAL CONDITIONS OF CONTRACT

1) Definitions

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

- 1) "The Contract" means the agreement entered into between GIL/SSRD and the Service Provider, as recorded in the Contract Form Signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- 2) "Bidder" means any agency that is participating in the tender process.
- 3) "Service Provider" means any agency who is a successful bidder and to whom the contract has been awarded.
- 4) "SSRD" means Special Secretary Revenue Department, Government of Gujarat.
- 5) "The Contract Price" means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations;
- 6) "The Goods" means all the equipment, machinery and /or other materials which the Service Provider is required to supply to GIL/SSRD under the Contract;
- 7) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Service Provider covered under the Contract;
- 8) "The Project Site", wherever applicable, means the place or places where the work is to be executed.
- 9) "Day" means a working day.
- 10) "Unit" means one single office where the entire set up has to be provided.

2) Use of Contract Documents and Information

- 1) The Service Provider shall not, without the GIL/SSRD'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 GIL/SSRD 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 as far as may be necessary for purposes of such performance.
- 2) Any document, other than the Contract itself, shall remain the property of GIL/SSRD and shall be returned (in all copies) to GIL/SSRD on completion of the Service Provider's performance under the Contract if so required by GIL/SSRD.
- 3) The Service Provider shall permit GIL/SSRD to inspect the Service Provider's accounts and records relating to the performance of the Service Provider and to have them audited.

3) Patent Rights

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

4) Inspections and Tests

- 100% Data entry verification shall be done by service provider and issue verification certificate.

5) Payment

- The payment will be released after completion of the work.
- Any penalties imposed on the agency for non-performance will be deducted from the payments.
- All work contract tax, service tax and income tax will be deducted at source as per the prevalent rules & regulations at the time of making payments to the Bidder during the billing cycles.
- Payment will be made within a month's time from the date of receipt of bill, provided there is no dispute.
- In case of delay, the agency will be penalized as per penalty clause.

6) Change Orders

- 1) GIL/SSRD may at any time, by written order given to the Service Provider, make changes within the general scope of the Contract in any one or more of the following:
 - a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for GIL/SSRD;
 - b) The place of delivery; and/or
 - c) The Services to be provided by the Service Provider.
 - d) The Quantity of goods to be supplied &/or the locations of supply.
- 2) If any such change causes an increase or decrease in the cost of, or the time required for, the Service Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Service Provider for adjustment under this clause must be asserted within thirty (30) days from the date of the Service Provider's receipt of GIL/SSRD's change order.

7) Delays in the Service Provider's Performance

- 1) Delivery of the Goods and performance of the Services shall be made by the Service Provider in accordance with the time schedule specified by GIL/SSRD.
- 2) If at any time during performance of the Contract, the Service Provider or his sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Service Provider shall promptly notify GIL/SSRD in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, GIL/SSRD shall evaluate the situation and may, at its discretion, extend the Service Provider's time for performance with or without a penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 3) The bidders shall read & understand the requirements thoroughly & shall adhere to the schedule strictly. The supply, installation & commissioning of Hardware & software at all locations shall be completed within 15 days from the date of signing the Contract Agreement.

8) Penalty Clause

1. **If the Service Provider is not executing the contract to the satisfaction of SSRD then may invoke any or all of the following clauses.**

- i. Forfeit the performance Guarantee Amount. Or
- ii. Impose a proportionate penalty of the delivered price of the Goods or unperformed services. Or
- iii. Terminate the contract without giving any notice.

2. Quality:

100% accuracy shall be maintained in data entry. For accuracy less than 100%, the penalty will be deducted as mentioned below.

<u>Level of Accuracy (in percentage)</u>	<u>Penalty</u>
>= 98.00 && < 99.00	- 01% of the order value
>= 95.00 && < 98.00	- 02% of the order value
>= 90.00 && < 95.00	- 5% of the order value
<90	- No Payment

- **Delays in deliverables:** : In case of delay in completion of work 1% total order value per day will be levied up to maximum of 10 days.

9) Termination for Default or Otherwise

- a. SSRD may, without prejudice to any other remedy for breach of contract, by one week advance notice of default sent to the service provider, terminate the Contract in whole or part:
 - 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 SSRD; or
 - if the service provider fails to perform any other obligation(s) under the Contract.
 - If the service provider, in the judgment of SSRD has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

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

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

- If the Service Provider fails to conform to the quality requirement laid down/third party inspection/consultants opinion.
- b. The bidder (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Client or its designated representative, and up to two years from the expiry or termination of

this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client, if so required by the Client.

10) Force Majeure

- a. 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.
- b. If a force Majeure situation arises, the Service Provider shall notify SSRD in writing within 15 days of such conditions and the cause thereof. Unless otherwise directed by GIL/SSRD 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.

11) Termination for Insolvency

GIL/SSRD may at any time terminate the Contract by giving written notice to the Service Provider, if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the 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 GIL/SSRD.

12) Resolution of Disputes

The matter regarding any dispute shall first be sorted out at the level of SSRD, Gandhinagar in consultation with GIL. If the dispute persists to remain unresolved then it will be entertained, heard & finalized as per the provisions of the Arbitration and Conciliation Act, 1996.

13) Taxes and Duties

The rates quoted shall be in Indian Rupees and shall be exclusive of all taxes.

14) Binding Clause

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

15) Manpower Support:

- 1) The service provider will be bound to supply Support Manpower with good antecedents as specified in the Manpower deployment Plan.
- 2) All salaries and statutory benefits will have to be borne by the service provider & no payments will be made by these offices.
- 3) In case of absence of any of his employee, the service provider should provide alternative person the next day.
- 4) The service provider should ensure that the behavior of manpower is decent. The service provider will be held responsible for indecent behavior of manpower, & such employees should be immediately replaced when such matter is reported.
- 5) All statutory obligations of the service provider towards his employees shall be fulfilled by him and SSRD shall not be responsible for any such obligations.

16) GIL/The SSRD, Gandhinagar, reserves the right:-

To vary, modify, revise, amend or change any of the terms and conditions mentioned above; or

To reject any or all the tender/s without assigning any reason whatsoever thereof or may terminate the tender process midway without assigning any reason.

17) The decision regarding acceptance of tender by GIL/SSRD will be full and final.

18) Conditional tenders shall be summarily rejected.

19) SSRD is free to phase out the work if it feels it necessary.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

1 Service Provider's Integrity

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

2 Service Provider's Obligations

- 1) The Service Provider is obliged to work closely with SSRD's staff, act within its own authority and abide by directives issued by SSRD
- 2) The Service Provider will abide by the job safety measures prevalent in India and will free SSRD 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 SSRD responsible or obligated.
- 3) The Service Provider is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanor.
- 4) The Service Provider will treat as confidential all data and information about SSRD, 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 SSRD

3 Hardware Installation

The Service Provider is responsible for all deliveries, unpacking, assemblies, wiring, installation, cabling between hardware units and connecting to power supplies. The Service Provider will test all hardware operation and accomplish all adjustments necessary for successful and continuous operation of the hardware at all installation sites.

4 Inspections

SSRD/GIL will do the technical inspections as required. Vendor will provide all assistance to SSRD/GIL staff to enable periodic technical/administrative/operational verification of the system.

SECTION VI: COMMERCIAL BID FORMAT

Financial Bid format: Data Entry of Backlog files

Sr. No.	Particular	Rate per 1000 characters (Rs.)
1.	Cost of data entry per 1000 characters of Approx. 59243 backlog Cases in online software developed by NIC over GSWAN network	
	Grand Total (Rs.)	

Note:

- The bidder with lowest quote (L1) will be awarded the contract.
- In case of the two or more bidders have quoted the same price who qualified as (L1) then revised price bid will be required to submit by (L1) bidders.
- Taxes are extra as applicable at the time of invoicing.

ANNEXURE – 1: BIDDER’S AUTHORISATION CERTIFICATE

To,
Special Secretary Revenue Department

<Bidder’s Name> _____, <Designation>
_____ is hereby authorized to sign relevant documents on behalf of the company in dealing with tender of reference <tender Name, Dept & Date> _____. He is also authorized to attend meetings & submit technical & commercial information as may be required by you in the course of processing above said tender.

Thanking you,

Authorized Signatory.

<Bidder’s Name>
Seal

ANNEXURE-2: Self Declaration

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;I, 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)

ANNEXURE-3: Format of Earnest Money Deposit in the form of Bank Guarantee

Ref:

Bank Guarantee No.

Date:

To,

Director (e-governance)

Gujarat Informatics Limited

8th Floor, Block -1, Udyog Bhavan,

Sector - 11, Gandhinagar - 382017

Gujarat, India

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the Tender no: XXXX for **"Selection of Service provider for Data entry work of Backlog Case files" of Special Secretary Revenue Department.** , KNOW ALL MEN by these presents that WE ----- having our registered office at ----- (hereinafter called "the Bank") are bound unto the _____, Gujarat Informatics Limited in the sum of ----- for which payment well and truly to be made to Gujarat Informatics Limited , the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day of -----2015.

THE CONDITIONS of this obligation are:

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

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

This guarantee will remain valid up to 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/PURCHAER 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/PUCHASER 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**