Request for Proposal (RFP)

For

Empanelment of Agencies for providing IT Technical Manpower and Data Entry Operator

Tender no: P&A 2019-20/01

Bid Processing Fee: Rs. 5900/-EMD: Rs. 2,50,000/-



GUJARAT INFORMATICS LIMITED Block 2, 2nd floor, Karmayogi Bhavan Sector-10 A, Gandhinagar- 382 017 Phone: 079-3256022 Fax: 079-23238925 Website: www.gil.gujarat.gov.in

Last date for submission of queries: 26.07.2019 upto 1500 hrs Date of Pre-Bid Meeting: 29.07.2019 at 1600 hrs. Last date of Submission of Bids: 05.08.2019 upto 1500 hrs. Opening of Technical Bid: 05.08.2019 at 1600 hrs.

TABLE OF CONTENTS

- **1** SECTION 1: INVITATION FOR RFP
- 2 SECTION 2: INSTRUCTION TO BIDDERS
- 3 SECTION 3: GENERAL CONDITIONS OF CONTRACT
- 4 SECTION 4: TECHNICAL PROPOSAL FORMS
- 5 SECTION 5: CHECKLIST (SUMMARY OF COMPLIANCE TO REQUIREMENT OF

TENDER)

1 <u>Section 1: Invitation for RFP</u>

1.1 Background

Gujarat Informatics Ltd. (GIL) was established as the nodal agency for IT development in the state in February 1999, by the Government of Gujarat. The company was started with a clear objective to promote IT and accelerate the process of e-Governance in the state. Since, its inception, GIL has worked aggressively to make stunning forays in the implementation of IT in the state and is currently working on many of the ambitious projects of the State Government.

1.2 **RFP Notice**

On behalf of various Government of Gujarat Departments/Offices/Boards/Corporations/Companies, Gujarat Informatics Limited invites online bids for empanelment of Agencies for providing **"IT Technical Manpower & Data entry Operator"**.

- **a.** The RFP includes the following documents:
 - Section 1 Invitation for Proposals (IFP)
 - Section 2 Instruction to Bidders (ITB)
 - Section 3 General Conditions of Contract (GCC)
 - Section 4 Technical Proposal Forms (TP)
 - Section 5 Checklist
- **b.** Eligible bidders may download the RFP document from the website <u>http://gil.gujarat.gov.in</u> & <u>https://gil.nprocure.com</u>.
- **c.** The bids must be submitted online through https://gil.nprocure.com. The bid processing fee and EMD and affidavit is required to submit physically at GIL office.
- **d.** Bid Processing Fee **Rs.5,900**/- in the form of DD in favour of "Gujarat Informatics Limited" payable at Gandhinagar.
- e. Bidders shall submit Bid security/EMD of **Rs. 2,50,000**/- in the form of Demand Draft OR in the form of an unconditional Bank Guarantee (which should be valid for 9 months from the last date of bid submission) of any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 issued/ by Finance Department or further instruction issued by Finance department time to time; in the name of "Gujarat Informatics Ltd." payable at Gandhinagar (as per prescribed format given in this document) and must be submitted along with the covering letter.
- **f.** GIL reserves the right to reject any or all the Proposals in whole or part without assigning any reasons.
- g. This RFP document is not transferable.
- **h.** Pre-qualification details & Technical Bids will be opened in the presence of Bidders or their authorized representatives who choose to attend on the specified date and time.

- **i.** 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.
- j. Gujarat Informatics Limited GST Number: 24AABCG5863B1ZY

1.3 Scope of Work

GIL intends to empanel agencies for supply of Data Entry operator, Computer operator and other IT/Computer related Technical Resources for different Department of Government/Boards/Corporations/Offices. The selected agencies will be responsible to provide the technical manpower as per the demand of respective offices based on final negotiated commercial terms and conditions.

	T			IT Technical	manpower	
NU e n i		Experience in/Job role	Base Contract price per Month (Rs.)			
1	System Analyst	1-3	Software	B.E/B.Tech from UGC/AICTE recognised University + MBA	Should have experience of 1 to 3 years in Web/Mobile application requirement understanding and Analysis, creating System Requirement specification(SRS),Functional requirement Specification(FRS),Creating Wireframes and preparing use cases	Only GST Extra.
2	Senior System Analyst	4-5	Software	B.E/B.Tech (IT/EC/CE) from UGC/AICTE recognised University + MBA	4 to 5 years in Web/Mobile application Requirement understanding and Analysis, creating System requirement	Rs. 33,000 /- Only GST Extra. PF, Insurance included in base price.
3	Data Entry Operator (Computer Operator)	1-3	Support	Graduate in 1 st class from UGC/AICTE recognised university with CCC certification or BE/B.Tech /BSC IT	information to prepare source data for computer entry • Reviewing data for deficiencies or errors, correcting any incompatibilities and checking output	Rs. 12,000 /- Only GST Extra. PF, Insurance included in base price.

1.4

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

Sr.	Eligibility Criteria Document/ Information to							
No		be submitted with proposal						
1.	Bidder should be a HR Consultant Company registered under the Indian Companies Act, 1956/2013 who have their registered offices in India and should have been in existence for a period of at least 3 years as on date of submission of tender.	Certificate of Incorporation						
2.	Bidder should have minimum average turnover of Rs. 3 crores in each last three financial years or cumulative of Rs. 9 Crores in last three years. (2015-16, 2016-17, 2017-18) out of which "turnover from providing Technical manpower in each year (IT/ITES) (similar to the profiles mentioned in RFP) should be Rs. 50 lacs".	Bidder should have to submit the CA certificate for average turnover for last three years along with audited accounts which submitted in Income Tax Department. And Bidder should have to submit the CA certificate for average "turnover from providing technical manpower" for last three years.						
3.	The bidder must have a positive net worth in each of the last three audited financial years (2015-16, 2016-17, 2017-18).	A certificate from the Chartered Accountant to this effect should be submitted along with the bid.						
4.	The Bidder must have supplied minimum 500 IT technical manpower in IT/ITes companies or Government Department offices in India (similar to the qualification mentioned in RFP) during period of 2015-16 to 2019-20 as on last date of submission of the tender.	Work Order/ Client Letter And Job Completion certificate						
5.	Bidder should have online presence with a dedicated recruitment portal.	URL and screen shots of the portal should be submitted.						
6.	The bidder should have an office in Gujarat, preferably, at Ahmedabad or Gandhinagar OR Bidder should provide undertaking to open the same within 45 days from the award of Work Order.	bill/Electricity Bill/ Telephone						
7.	Bidder should not be under a declaration of in eligibility for corrupt and fraudulent practices issued by Government of Gujarat/Govt. of India/any State	Self-Declaration Form must be submitted						

Sr. No	Eligibility Criteria	Document/ Information to be submitted with proposal
	Government and/or black-listed by any of the departments of the state Government of Gujarat/Govt. of India/Any State Govt.	
8.	Bidder should have ISO 9001 Certificate.	Copy of certificate
9	Bidder should not be in the business of software development/hardware and software procurement and maintenance to avoid conflict of interest.	Copy of certificate
10	Self-attested copies of challan of EPF Contribution 2015-16 to 2017-18	Copy of same for last three years
11	Self-attested copies of challan of ESIC Contribution 2015-16 to 2017-18	Copy of same for last three years
12	Self-attested copies of challan of GST/Service tax Contribution 2015-16 to 2017-18	Copy of same for last three years

Note:

- The bidder must have a valid GST Registration from Gujarat, PF Registration and ESI registration in
 - India.
- The Supporting documents as per eligibility criteria should be submitted by online only and should be in proper formats. All pages shall be stamped, numbered and signed by the signing authority of the bidding agency.
- Supporting documents should be submitted according to the formats given at the end of the tender documents. Improper formats will not be accepted and the bid will be rejected completely.
- Any kind of consortium will not be allowed.
- All supporting documents to be submitted online only on https://www.gil.nprocure.com.

1.5 Technical Evaluation

The bidder must obtain minimum 60% Marks (48 marks out of 80) and will be qualified for opening of the financial bid.

Sr. No	Technical Criteria	Marks(80 Marks)
1.	Bidder should have minimum average turnover of Rs. 3 crores in last 3 financial years or cumulative of Rs. 9 Crores in last three years. (2015-16, 2016-17, 2017-18).	 Turnover (Max 20 Marks) 3-5 crore = 5 marks Above 5 crore to 10 crore = 10 marks Above 10 crore to 15 crore =15 marks Above 15 crore=20 marks
2.	Turnover from providing IT/ ITeS related Technical manpower in each year (IT/ITES) (similar to the profiles mentioned in RFP) should be Rs. 50 lacs for the past 3 Financial years. (2015-16, 2016-17, 2017-18).	 Turnover (Max 20 Marks) Above 50 lacs to 1 Cr = 5 marks Above 1 crore to 1.20 Crore = 10 marks Above 1.2 crore to 1.5 crore = 15 marks Above 1.5 crore = 20 marks
3.	Bidder should be a HR Consultant Company registered under the Indian Companies Act, 1956/2013 who have their registered offices in India and should have been in existence for a period of at least 3 years as on date of submission of tender.	 Marks) Above 3 years to 5 years = 5 marks Above 5 years to 7 year= 10 marks Above 7 years to 10 years=15
4.	The Bidder must have supplied minimum 500 IT technical manpower to IT/ITes companies or Government Department/Offices in India (similar to the Qualification mentioned in RFP) during period of 2015-16 to 2019-2020 as on last date of	 Above 700 to 1000 =10 marks Above 1000 to 1500=15 marks

1.6 Financial Bid evaluation:

- The agency has to submit the financial bid for providing IT technical Manpower and Data entry Operator as per the format enclosed Annexure A on https://gil.nprocure.com.
- Bidder shall submit their offer/rate in electronic format only on website with digital signature. 'No Financial bid offer in physical form & will be accepted any such offer is received by GIL, shall be treated as rejected'.
- The financial bid should contain the service charge. The selected agencies will be required to supply the resources as mentioned in Bid and the selected resources will continue on bidder's pay roll.
- The Commercial bids of those bidders who qualify in the technical evaluation will only be opened. All other Commercial bids will not be opened.
- Top 5 agencies in terms of financial quote will only be empanelled.

<u> Annexure A – Financial/Commercials Format</u>

Name of Company	Per resource premium (+) / Discount (-) inclusive of the bidder's own service charge (in percentage)
	%

- The agency has to submit the financial bid for providing "IT Technical Manpower and Data entry operator" as per the format enclosed Annexure A on https://gil.nprocure.com.
- If two bidders are having the same L1 then Bidder which has scored highest in the technical marks will be selected for further negotiations.

1.7 General Terms and Conditions of Financial/ Commercial proposal

- 1.7.1 The empanelment together with the rates arrived at shall remain valid for a period of two years.
- 1.7.2 The Financial Bid shall be binding upon the agency subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. 180 days after the date of Bid opening prescribed by the Authority.
- 1.7.3 GST would be paid at prescribed rates over and above the bill of the agency.
- 1.7.4 Certificate from the authorized person on behalf of the Company/Department the presence of the manpower provided by the agency and satisfactory work.
- 1.7.5 The agency shall have to submit along with the bill, the copy of the attendance register and salary register for having made payment to the manpower provided, necessary copies of the challans for having made payments of the statutory deductions like P.F. Professional Tax, ESIC contribution, GST etc. in respect of the previous month's payment. If such copies have not been submitted, then the payment of bill will not be made by Government offices engaging the service.
- 1.7.6 Minimum Wages Act and applicable labour laws need to be followed by the selected bidder.

1.8 Special Clause:

GIL reserves the right to accept or reject any or all the tenders without assigning any reasons.

1.9 Contract Period /Validity of Contract

The agencies empanelled is expected to provide the services for Two years.

1.10 Service Level Agreement & Penalty

- Government Offices will provide the details of the opening along with job descriptions and specification to the agency as and when required.
- Agency will carry out initial screening of candidate and ensure that the recommended candidate meets respective office requirement.
- Agency is required to send the suitable profiles of candidates within 15 working days of receipt of request of resources.
- A penalty of Rs.500/-per day will be levied for delay in responding beyond 15 working days. The penalty will be deducted from your monthly bill OR from the PBG/Security deposit submitted for performance of the contract.
- In case of absenteeism for more than 7 days at a stretch (unauthorized), agency has to depute suitable, equivalent or better replacement. with substitute.
- Allowed leave for per resource per month is 1, in case of absence of manpower from duties, the respective Government Office shall deduct proportionate amounts from the monthly payment due to the agency.
- The agency shall be liable to pay penalty for breach of any conditions of the Contract/ Tender terms & conditions. The Penalty amount shall be decided by the Managing Director, GIL shall be binding to the agency.

1.11 Important Information

S. No	Information	Details
1.	RFP No.	P&A 2019-20/01
2.	Bid Processing Fee	Rs. 5,900/-(Inclusive 18%GST)
3.	Earnest Money Deposit (EMD) in the form of a DD/BG	Rs. 2,50,000/-(Refundable)
4.	Last date and time for submission of pre- bid queries by email to <u>Asstexe-gil@gujarat.gov.in</u> <u>vipulp@gujarat.gov.in</u> ; <u>rakeshamin@gujarat.gov.in</u>	26.07.2019 upto 1500 hrs
5.	Pre-bid meeting date and place	29.07.2019 at 1600 hrs. Gujarat Informatics Ltd Block No. 2, 2nd Floor, Karmayogi Bhavan, Sector-10 A, Gandhinagar.
6.	Last date and time for submission of EMD and Bid processing Fee at GIL in physical form	05.08.2019 upto 1500 hrs
7.	Last date and time for submission of Technical and Financial bids online	05.08.2019 upto 1500 hrs
8.	Opening of Technical Bids	05.08.2019 at 1600 hrs. Gujarat Informatics Ltd. Block No. 2, 2nd Floor, Karmayogi Bhavan, Sector-10 A, Gandhinagar. Tel: 079-23256022, Fax: 079-2323892
9.	Contact Person for queries	General Manager (Services) Gujarat Informatics Ltd. Block No. 2, 2 nd Floor, Karmayogi Bhavan, Sector-10 A, Gandhinagar. Tel. No: (079) 23256022 Fax. No. (079)23238925 Email : <u>rakeshamin@gujarat.gov.in</u>
10.	Bid validity	180 days, From date of bid opening
11.	Deadline / last date for furnishing security deposit	Within 15 working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier
12.	Performance security value (Performance Bank Guarantee)	Rs. 10,00,000/-
13.	Security deposit validity period	6 Months beyond expiration of contract period.
14.	Date & Time for opening of financial Bid	Will be intimated later to the technical qualified bidders

2 <u>Section 2: Instruction to Bidders</u>

2.1 Cost of Bidding

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

2.2 Bid Security (Earnest Money Deposit)

(Its compliance would be verified at the time of actual opening of the Technical Bid)

2.2.1 The bidder shall furnish the bid processing fee of Rs. 5,900/- and Bid security (Earnest Money Deposit) of Rs. 2,50,000/- in the form of DD/BG favoring "Gujarat Informatics Ltd." and submit to GIL office address as mentioned below.

G.M Services Gujarat Informatics Ltd, Block No.2, 2nd Floor, Karmayogi Bhavan, Sector-10A Gandhinagar-382010

The bid security and bid processing fee must be sent in the sealed cover clearly mentioned that **EMD & BID processing fee for empanelment of agencies for providing "IT Technical Manpower & Data entry Operator"**

- 2.2.2 Proposals not accompanied by bid processing fee and EMD shall be treated as non-responsive and summarily rejected by GIL.
- 2.2.3 Earnest Money Deposit (EMD) shall be refunded to all the unsuccessful bidders within 60 days after award of the work to the successful/suitable bidder on a written request.
- 2.2.4 The bid security shall be forfeited:
 - a. If a Bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Bid Form ;
 - b. Or in case of a successful Bidder, if the Bidder fails:
 - To sign the Contract ;or
 - To furnish the performance security
- 2.2.5 The PBG shall be denominated in Indian Rupees and shall be in the form of a Bank Guarantee issued by any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated: 16/04/2018 issued by Finance Department or further instruction issued by Finance Department time to time.
- 2.3 Clarification of Bidding Documents
- 2.3.1 A prospective Bidder requiring any clarification of the bidding documents may submit his queries, in writing, at the mailing address: nitintatu@gujarat.gov.in The queries must be submitted in the following format only to be considered for clarification:

Sr. No	Section	Clause	Reference	Clarificatio
	No.	No.	/ Subject	n Sought

2.3.2 The queries not adhering to the above mentioned format shall not be responded.

2.3.3 The GIL will respond in writing, to any request for clarification to queries on the Tender Document, received not later than the dates prescribed. Email intimation about the

clarification (including the query but without identifying the source of inquiry) will be uploaded.

2.3.4 In case of any confusion, non-synchronization or anomaly between RFP/Tender clauses and attached forms/documents, clauses of RFP/Tender shall prevail.

2.4 Amendment of Bidding Documents

- 2.4.1 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 request by a prospective bidder, modify the bidding documents.
- 2.4.2 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.

2.5 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 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.

2.6 Validity of Proposals

Bids shall be valid for 180 days after the date of financial bid opening prescribed in RFP. A Bid valid for a shorter period may be rejected by GIL as non-responsive. GIL may solicit the bidders' consent to an extension of Proposal validity (but without the modification in Proposals).

2.7 Right to Accept Proposal

GIL reserves the right to accept or reject any proposal, and to annul the proposal process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

2.8 Disqualification

GIL may at its sole discretion and at any time during the evaluation of Proposal, disqualify any bidder, if the bidder has:

- 2.8.1 Submitted the Proposal documents after the response deadline.
- 2.8.2 Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- 2.8.3 Exhibited a record of poor performance such as doing as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
- 2.8.4 Submitted a proposal that is not accompanied by required documentation or is non-responsive.
- 2.8.5 Failed to provide clarifications related thereto, when sought.
- 2.8.6 Declared ineligible by the any Department or office of Government of Gujarat for corrupt and fraudulent practices or blacklisted
- 2.8.7 Submitted a proposal with price adjustment / variation provision.

2.9 Preparation of Proposal

- 2.9.1 The Proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings shall be valid only if they are initialed by the authorized person signing the proposal.
- 2.9.2 The Proposal shall be typed or written in indelible ink (if required) and shall be initialed on all pages by authorized representative of the bidder to bind the bidder to the contract. The authorization shall be indicated by Board Resolution/ Power of Attorney and shall accompany the proposal
- 2.9.3 In addition to the identification, the covering letter (Form 1) shall indicate the name and address of the bidder to enable the proposal to be returned in the case it is declared late pursuant, and for matching purposes
- 2.9.4 The information submitted must be definitive and specific. Vague terms, incomplete information, counter offers, and 'uncalled for' correspondence shall not be entertained.
- 2.9.5 Alteration / Rewording / Deletion / Correction of any part in the Tender Document are not permitted. If found in any bid proposal bid may be liable to be rejected without prior intimation to the bidders.
- 2.9.6 The Bidder is required to submit the complete proposal along with required forms etc. The proposal shall be exactly according to the presented formats given in the Tender documents. All columns of the prescribed formats should be filled, and all questions in the tender document must be answered. Any additional information should be enclosed separately and referred to in the relevant column in the proposal formats. Modifications / rewording of formats shall not be acceptable.
- 2.9.7 The technical response should be concise. Any response not as per the specified format may be liable to be rejected. No marketing literature pertaining to the bidder should be enclosed along with the proposal. If enclosed, it may be treated as disqualification.
- 2.9.8 Committee may ask bidder(s) for detailed presentations. All such shall be at the cost of bidder.
- 2.9.9 The envelopes should be addressed to:
 G.M. Services
 Gujarat Informatics Ltd. Block
 No. 2, 2nd Floor, Karmayogi
 Bhavan, Sector 10A
 Gandhinagar. Gujarat
- 2.9.10 The bidder is expected to examine carefully all instructions, forms, terms and specifications in the Tender document. Failure to furnish all information required in the Tender Document or submission of a proposal not substantially responsive to the Tender Document in every respect will be at the bidders risk and shall result in rejection of the proposal.

2.10 Content of Envelope

Tender should be placed in following order

- 2.10.1 Bidder is shall submit the EMD and Bid Processing Fee at GIL Physically.
- 2.10.2 All bids must be submitted online through https://gil.nprocure.com as per the formats mentioned therein using digital signatures.
- 2.10.3 Telex, cable, e-mailed or facsimile bids will be rejected.
- 2.10.4 Bids must be submitted online not later than the time and date specified in the RFP. 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.
- 2.10.5 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 previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.10.6 Late bids will be rejected and returned unopened to the bidder.
- 2.10.7 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.
- 2.10.8 No bid may be modified subsequent to the deadline for submission of bids.
- 2.10.9 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.

2.11 Submission, Receipt and Opening of Proposals

- 2.11.1 GIL will open all bids in the presence of Bidder or his representative who choose to attend.
- 2.11.2 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 GIL, the Bid shall be opened at the appointed time and location on the next working day.
- 2.11.3 The Bidder's names, bid modifications or withdrawals, bid prices ,discounts and the presence or the absence of requisite bid security and such other details as GIL, at his discretion, may consider appropriate, will be announced at the time of opening.
- 2.11.4 Bids that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawal bids will be returned unopened to the Bidders.
- 2.11.5 Financial Bids of only those bidders who are technically qualified will be opened in the presence of the qualified bidders / their representatives at pre-specified time and date which will be communicated to the qualified bidders well in advance.

2.12 Preliminary Examination

- 2.12.1 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.
- 2.12.2 Prior to the detailed evaluation, 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 contains 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, Warranty, Applicable law and Taxes and duties will 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.
- 2.12.3 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.
- 2.12.4 Conditional bids are liable to be rejected.

2.13 Contacting GIL

- 2.13.1 No Bidder shall contact GIL 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, he should do so in writing. GIL reserves its right as to whether such additional information should be considered or otherwise.
- 2.13.2 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.

2.14 Award of Contract

- On acceptance of Proposal for awarding the contract, GIL will notify the successful bidders in writing that their proposal has been accepted and Contract Agreement will be signed. After signing of the Contract Agreement, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- Respective Office may place the Work Order directly to empanelled agency under intimation of Gujarat Informatics Limited.
- Empanelled agency shall provide the detail of work order received from Various GoG offices to GIL.

2.15 Performance Security Deposit.

- 2.15.1 The successful Bidder has to furnish a security deposit so as guarantee their (Bidder) performance of the contract.
- 2.15.2 The Agency whose tender is accepted shall deposit Rs. 10,00,000/- as Performance Security. If additional work is allotted, the agency has to deposit the additional Performance Security accordingly. The Performance Security shall be in the form as per prescribed form in clause 2.2.5 of 2.
- 2.15.3 Within15 days of the receipt of notification of award from GIL, the successful bidder shall furnish the performance security in accordance with the Conditions of The Contract.
- 2.15.4 The Performance Security will be discharged by GIL and returned to the Bidder on completion of the bidder's performance obligations under the contract.
- 2.15.5 Failure of the successful Bidder to comply with the requirement of the contract and PBG can constitute sufficient grounds for the annulment of the award and forfeiture of the bid security in which event GIL may make the award to the next lowest evaluated bidder or call for new bids.

2.16 Fraud and Corruption

GIL requires that agency selected through this RFP must observe the highest standards of ethics during the performance and execution of such contract. In pursuance of this policy, GIL: 2.16.1 Defines, for the purposes of this provision, the terms set forth as follows:

- "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of GIL or any personnel of agency(s) in contract executions.
- "Fraudulent practice" means a mis-presentation of facts, in order to influence a procurement process or the execution of a contract, to GIL, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive GIL of the benefits of free and open competition.
- "Unfair trade practices" means supply of services different from what is ordered on, or change which was given by GIL
- "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
- 2.16.2 Will reject a proposal for award if it determines that the Bidder recommended for award has been engaged in corrupt or fraudulent practices and same shall be conveyed to the Government or black listed by any of the Department of Government of Gujarat in competing for the contract in question.
- 2.16.3 will declare an Agency ineligible, and black listed either indefinitely or for a stated period of time, for awarding the contract, if it any time determines that the Agency has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing the contract. The same shall be conveyed to the Government.

2.17 Confidentiality

Information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any bidders or any other persons not officially concerned with such process until the selection process is over. The undue use by any bidder of confidential information related to the process may result in rejection of its proposal. Except with the prior written consent of the other party, no party, shall, at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

3 <u>Section 3: General Conditions of Contract</u>

3.1 Definitions

- 3.1.1 "Applicable Law" means the laws and any other instruments having force of law in India as they may be issued force and in force from time to time.
- 3.1.2 "Proposals" means proposals submitted by bidders in response to the RFP issued by GIL For Empanelment of Agencies for providing **"IT Technical Manpower and Data Entry Operator"**
- 3.1.3 "Competent Authority" means the Managing Director, Gujarat Informatics Limited, Gandhinagar
- 3.1.4 "Committee" means the committee formed for the evaluation of the proposals.
- 3.1.5 "Contract Price" means the price payable to the agency on the panel of GIL under the Contract for the complete and proper performance of its contractual obligations.
- 3.1.6 "Agency" means any private or public entity, which will provide the services to GIL under the contract.
- 3.1.7 "Contract" means the Contract signed by the parties along with the entire documentation specified in the RFP
- 3.1.8 "Day" means Calendar day
- 3.1.9 "Effective date" means the date on which the contract comes into force and effect.
- 3.1.10 "GCC" means General Conditions of Contract, specified in Section 3 of RFP
- 3.1.11 "Government" means State Government.
- 3.1.12 "GIL" means Gujarat Informatics Limited, Block No.2, 2nd Floor, Karmayogi Bhavan, Gandhinagar 382 010, Gujarat.
- 3.1.13 "Personnel" means professional and support staff provided by the agency.
- 3.1.14 "Services" means the work to be performed by the agency pursuant to the selection by GIL and to the contract to be signed by the parties in pursuance of any specific assignment awarded to them by GIL.
- 3.1.15 "DEO" means Data Entry Operator

3.2 Application

These general conditions shall apply to the extent that provisions in other parts Contract do not supersede them. For interpretation of any clause in the RFP or Contract Agreement, the interpretation of GIL shall be final and binding on the agency.

3.3 Standards of Performance

The agency shall give the services and carry out their obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The agency shall always act in respect of any matter relating to this contract as faithful advisor to GIL. The agency shall abide by all the provisions/Acts/Rules etc related to labour laws and tax laws prevalent in the country. The agency shall conform to the standards laid down in RFP in totality.

3.4 Payment Terms & Time line

Payment shall be made within 20 days of the submission of the bill by the agency, subject to the fulfillment of the following requirements:

- 3.4.2 The agency has to issue the appointment letter with terms and conditions of the appointment with a copy to respective Office.
- 3.4.3 The agency also has to send monthly salary and emoluments, PF, ESIC slips as email to the concerned employee and a copy to respective Office.
- 3.4.4 The agency shall have to submit along with the bill, the copy of the attendance register and salary register for having made payment to the manpower provided, necessary copies of the challans for having made payments of the statutory deductions like P.F. Professional Tax, ESIC contribution, Service Tax/GST etc. in respect of the previous month's payment. If such copies have not been submitted, then the payment of bill will not be made by respective Office.

3.4.5 However, the agency will have to make payment to the manpower provided within 7 days from the end of the month irrespective of the pending payment from respective Office. Respective Office expects strict compliance of the laws of the land from the agency.

3.4.6 The agency shall have to issue salary slips at the time of making payments to the manpower provided mentioning the break-up of salary along with the deductions made.

3.4.7 The agency will raise the necessary bill after making payment to the manpower provided and payment of statutory deductions in respect of previous month.

- 3.4.8 Income Tax and other taxes, if applicable will be deducted from the bill.
- 3.4.9 The contract shall be given subject to compliance by the agency of all the laws of the land, including renewal of registration of its license under Bombay Shop & Establishment Act, Contract labour Act etc. and other applicable laws.
- 3.4.10 If the agency expects the amount of the bill by demand draft, the payment will be made after deducting the bank commission.

3.5 Rates

- Service charge payable to the service provider as stated in the Contract shall remain constant and fixed during the Contract period.
- Information about the service charge shall be provided as per **Annexure** "**A**" and if any correction is made, initial shall be put after the correction is made.

3.6 Applicable Law

Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time. The contracts shall be interpreted in accordance with the laws of the Union of India.

3.7 Governing Language

The Contract shall be written in English Language. English version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English Language.

3.8 Sub Contracts

No Sub Contracting shall be allowed for this project.

3.9 Assignments

The agency shall not assign the project to any other agency, in whole or in part, to perform its obligation under the Contract, without respective Office's prior written consent.

3.10 Performance Assessment

This RFP is for selection of the agency for execution of the assignments from time to time.

3.10.1 Not providing adequate resources in time and assigning resources that do not meet the respective Office's requirements Will be considered as not apt performance and penalty will be levied.

3.11 Suspension

Respective Office may, by written notice to agency, suspend all payments to the agency hereunder if the agency fails to perform any of its obligations under this contract including the carrying out of the services, provided that such notice of suspension.

- 3.11.1 Shall specify the nature of failure
- 3.11.2 Shall request the agency to remedy such failure within a period not exceeding thirty (30) days after receipt by the agency of such notice of failure

3.12 Force Majeure

- 3.12.1 Notwithstanding anything contained in the RFP, the agency 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.
- 3.12.2 For purposes of this clause "Force Majeure" means an event beyond the control of the agency and not involving the agency's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. The decision of GIL regarding Force Majeure shall be final and binding on the agency.
- 3.12.3 If a Force Majeure situation arises, the agency shall promptly notify to GIL in writing, of such conditions and the cause thereof. Unless otherwise directed by GIL in writing, the agency shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

3.13 Termination

3.13.1 Termination for Default

The GIL 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:

a) 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 the GIL pursuant or

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

c) If the service provider, in the judgment of the GIL 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 noncompetitive levels and to deprive the Borrower of the benefits of free and open competition;"

- d) If the Service Provider fails to conform to the quality requirement laid down.
- 3.13.2 In the event the GIL terminates the Contract in whole or in part, GIL may take resources, upon such terms and in such manner as it deems appropriate, similar to those mentioned in bid, and the service provider shall be liable to the GIL for any excess costs for such similar Services. However, the service provider shall continue the performance of the Contract to the extent not terminated.

3.13.3 Terminations for Insolvency

GIL 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 the GIL

3.14 Taxes and Duties

The agency shall fully familiarize themselves about the applicable Domestic taxes (such as GST, etc.) on amount payable by respective Office under the contract. The agency shall pay such domestic tax,

duties, fees and other impositions (wherever applicable) levied under the applicable law.

3.15 Outstanding Dues

Any amount outstanding for any reason from the agency shall be recovered from the amount of their pending bills and the security deposit. If even after this recovery, any amount of recovery is pending interest at the rate of 18 % shall be recovered on it and the agency shall be fully responsible for that. If the company is compelled to resort to any legal proceedings in this respect, the expenditure incurred by the company for the legal proceedings shall be recovered from the agency.

3.16 Legal Jurisdiction

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

3.17 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.

3.18 Other Terms & Conditions

- 3.18.1 In case of absence of manpower from duties, the respective Office shall deduct proportionate amounts from the monthly payment due to the agency.
- 3.18.2 There shall not be any privities of contract between employees engaged by the agency and the respective Office. The agency only shall be responsible for the employment, non-employment or terms of employment as far as employees engaged by him are concerned.
- 3.18.3 The agency shall ensure that all the provisions of labour laws are complied with and the company shall not be liable for any breach thereof. The agency shall have to bear all costs and consequences of breach of any labour laws and other applicable legislation and also indemnify the respective Office in case of any breach of liability while discharging its responsibilities. On demand, the agency shall give the copies of various registers maintained by them under various Labour Laws.
- 3.18.4 If the respective Office finds that any of their person/persons employed by the agency is/ are undesirable, immediate steps shall have to be taken by the agency to withdraw such person/persons and to replace with other person/persons as acceptable to the company.
- 3.18.5 The agency shall indemnify and keep indemnified the respective Office and its officers, servants and agents from and against all third parties' claims whatsoever including but not limited to property loss damage personal accident injury or death etc.
- 3.18.6 The agency shall be solely and exclusively liable for employing persons in execution of the contract given under this Tender. The respective Office shall have no liability whatsoever concerning the agency's employees in any respect.
- 3.18.7 Any dispute and / or difference arising out of the work concerning this contract shall be referred to the Managing Director of the GIL and his/her decision shall be final and binding on the agency.
- 3.18.8 Notwithstanding anything contained herein above the company may in its sole discretion terminate the contract given under this Tender without assigning any reasons whatsoever. In such eventualities one month's notice shall be sufficient and the agency shall have no right to get any compensation.
- 3.18.9 The agency shall at their own expenses comply with all Labour Laws and keep the company informed in respect thereof. The company shall be entitled to deduct directly from the bills to be paid to the agency and which sum/sums the company is required to pay as the principal employer on account of the agency's default in respect of all liabilities referred to in the above clause.

4 <u>Section 4: Technical Proposal Forms</u>

The following are the response formats to be used by bidders for Proposals related to selection of agency:

Sr. No.	Form	Details	Eligibility Criteria
1.	Form 1	Covering Letter	
2.	Form 2	General Information	
3.	Form 3	Certificate of incorporation	Point No.1
4.	Form 4	Financial Details (Audited turnover copies)	Point No.2
5.	5. Form 5 Summary of 500 IT technical manpower to IT/ITes companies or Government Department/Offices in India (similar to the Qualification mentioned in RFP) during period of 2015-16 to 2018-2019 as on last date of submission of the tender		Point No.4
6.	. Form 6 Details of online presence of dedicated recruitment portal		Point No.5
7. Form 7 A		Address Proof	Point No.6
8.	8. Form Affidavit 8		Point No.7
9	9 Form Bidder Should not be in the business of software 9 0 development/hardware and software procurement and maintenance to avoid conflict of interest		Point No. 9
10	10 Form 10 Self-attested copies of Challan of EPF Contribution		Point No. 10
11.	11. Form 11Self-attested copies of Challan of ESI Contribution		Point No. 11
12	Form 12	Self-attested copies of Challan of GST/Service tax Contribution	Point No. 12

4.1 Form 1 – Covering Letter

(To be submitted on the agency letterhead)

Date:

To, G.M. Services & Accounts officer Gujarat Informatics Limited 2nd Floor, Block -2, Karmayogi Bhavan, Sector – 10 A, Gandhinagar - 382010 Gujarat, India

Ref: RFP Notification no _____

_dated ____

Subject: Submission of proposal in response to the RFP for Empanelment of agencies for "IT Technical Manpower and Data Entry Operator (P&A 2019-20/01)"

Dear Sir/Madam,

Having examined the RFP document, we, the undersigned, herewith submit our proposal in response to your RFP Notification no ______ dated ______ for "**IT Technical Manpower and Data Entry Operator (P&A 2019-20/01)**" in full conformity with the said RFP document.

- 1. We have read the provisions of the RFP document and terms & conditions that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
- 2. We agree to abide by this Proposal, consisting of this letter, the Qualification Criteria forms and the Technical Proposal form, the duly notarized Board Resolution/ Power of Attorney, and all attachments, for a period of 180 days from the date of financial opening, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
- 3. If we are awarded the contract, we undertake to provide a Security Deposit in the form and amount prescribed.
- 4. We hereby declare that all the information and statements in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
- 5. We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RFP.
- 6. We would like to declare that we are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment and we are not under a declaration of ineligibility for corrupt or fraudulent practices by any department/office of Government of Gujarat.
- 7. We understand you are not bound to accept any proposal you receive.

We hereby declare that our proposal submitted in response to this RFP is made in good faith and the information contained is true and correct to the best of our knowledge and belief. Sincerely,

Dated this (date / month / year)

Authorized Signature [in full and initials]:

Name of Authorized Signatory:

Designation of Authorized Signatory:

Name of agency:

Address:

Form 2 – General Information 4.2 Particulars Details to be furnished Sr. No **Details of responding Agency** 1. Name a) Address b) Telephone Fax c) Website d) **Details of Contact Person** 2. Name a) Designation b) Address c) d) Telephone no. Mobile no. e) Fax no. **f**) E-mail g) Details of Authorized Signatory (please attach proof) 3. Name a) b) Designation Address c) d) Telephone no. e) Mobile no. Fax no. f) E-mail g) 4. Information about responding Agency Status of Agency (Pvt. Lt/Public a) *limited*) No. of years of operation in India b) Details of Registration (Refe.g. ROC Date c) **Ref #)** Ref # d) Income Tax Registration number.(PAN) Service Tax /GST Registration No. e) **f**) Years of operations in India. Locations and addresses of g) offices/Branches in Ahmedabad/Gandhinagar (in India and overseas) h) Are you registered under Shops & Yes No **Establishment Act** If registration yes, give no. & Attached certficate thereof i) P.F No. Registration (Attested photocopy must be attached) **Employees'State** Insurance Act j) **Registration No.** (Attested photocopy must be attached)

4.3 Form 3 – Certificate of Incorporation

* Please attach relevant documents as proof in support of above declarations

4.4 Form 4 – Financial Details

Sr.	Particulars	Details to be furnished
No		
1.	Turnover of Agency (in Rs	lakhs)
a)	FY 2015-16	
b)	FY 2016-17	
c)	FY 2017-18	
	Average Turnover	

Turnover of agency from providing IT Technical manpower (similar to the qualification mentioned in RFP)

Sr. No	Particulars	Details to be furnished
2.	Turnover of Agency (in Rs	lakhs)
d)	FY 2015-16	
e)	FY 2016-17	
f)	FY 2017-18	
	Average Turnover	

* Please attach relevant documents as proof in support of above declarations and submit audited accounts for the above said years

4.5 Form 5 – Summary of providing 500 IT technical manpower to IT/ITes companies or Government Department/Offices in India (similar to the Qualification mentioned in RFP) during period of 2015-16 to 2018-2019 as on last date of submission of the tender.

Sr. No	Name & Address, Phone No. of Client	No. of person nel Suppli ed	Period of Contra ct	Whether Govt./Semi Govt./ Corporation/ Board/Govt. PSUs	Value of Engageme nt	Reason for terminati on (if currently not valid)

• Please provide Work Order **AND** Client Letter/ Job Completion Certificate for each of the projects/manpower provided mentioned above. In absence of any of the above documents, details shall not be considered for evaluation

4.6 Form 6 – Details of online presence of recruitment portal

* Please attach relevant document like URL detail and screen shots as proof in support of above declarations

4.7 Form 7 – Address Proof

* Please attach relevant documents as proof in support of above declarations

4.8 Form 8 – Affidavit

* Please attach relevant documents as proof in support that Bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Gujarat/India and/or black-listed by any of the departments of the state Government of Gujarat/India.

4.9 Form – 9 Bidder should not be in the business of software development and hardware procurement.

*Self-declaration needs to be submitted

4.10 Form 10 – Self attested copies of Challan of EPF Contribution for providing manpower for financial Year2015-16 to 2017-18.

Sr. No.	Name of Month	Challan No/	Amount	Remarks

4.11 Form 11– Self attested copies of Challan of ESI Contribution for providing manpower for Financial Year 2015-16 to 2017-18.

Sr. No.	Name of Month	Challan No/	Amount	Remarks

4.12 Form 12– Self attested copies of Challan of GST/service tax Contribution for providing manpower for Financial Year 2015-16 to 2017-18.

Sr. No.	Name of Month	Challan No/	Amount	Remarks

5 <u>Section 5: Checklist (Summary of compliance to</u> <u>requirement of tender)</u>

Sr N o	Description of requirement		Attachments	Yes /No						
Env	Envelop for the "EMD and Bid Processing Fee"									
1	Bid processing fee									
2	EMD									
Env	Envelop for "Technical bid documents"									
3	Covering Letter	Form 1								
4	General Information	Form 2	Services tax/GST Registration Certificate							
5	Certificate of Incorporation (In case of a Company)	Form 3								
6	Financial Details (2015-16 to 2017-18)	Form 4	Copies of audited balance sheet and P&L accounts of last three years							
7	Summary of 500 IT technical manpower to IT/ITes companies or Government Department/Offices in India (similar to the	Form 5								
8	Details of online presence of dedicated recruitment portal	Form 6								
9	Address Proof	Form 7								
10	Affidavit	Form 8								
11	Bidder Should not be in the business of software development/hardware and software procurement and maintenance to avoid conflict of interest	Form 9								
12	Self-attested copies of Challan of EPF Contribution	Form 10								
13	Self-attested copies of Challan of ESI Contribution	Form 11								
14	Self-attested copies of Challan of GST/Service tax Contribution	Form 12								
15	Financial / Commercial proposal form		Online							