

This rate contract is valid only for Projects undertaken in DST/GIL



GUJARAT INFORMATICS LIMITED
Block No. 2, 2nd Floor, Karmayogi Bhavan,
Sector-10A, Gandhinagar 382 010

**RFP for empanelment of agencies to provide
Technical Manpower for Gujarat Informatics
Limited**

RFP No.: P&A 2019-20/02 Dated: 06.01.2020

Pre-bid Meeting: 16.01.2020 at 1500 hours at GIL

Last Date of Submission of Bid: 27.01.2020 till 1500 hours

Last Date of Submission of Bid Processing Fees & EMD: 27.01.2020 till 1500 hours

Date of Opening of Technical Bid: 27.01.2020 on 1600 hours

Bid Processing Fee: Rs. 17,700/- (Including G.S.T.)

DISCLAIMER

The information contained in this Request for Proposal (RFP) document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Gujarat Informatics Limited (GIL)/DST, Government of Gujarat or any of their employees or consultants, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

The purpose of this RFP is to provide interested parties with information that may be useful to them in eliciting their financial offers (the "Proposal") pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the TENDERER, in relation to the RFP. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the TENDERER, its employees or Consultants to consider the investment objectives, financial situation and particular need of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own surveys and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources before filling up the RFP. Any deviation in the specification or proposed solutions will be deemed as incapability of the respective Agency and shall not be considered for final evaluation process.

Information provided in this document to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The TENDERER accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

TENDERER- its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness, delay or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way during the Bidding process.

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**SECTION-1
KEY INFORMATION
&
INSTRUCTIONS**

SECTION – 1

1.1 Information Regarding RFP

Proposal in the form of BID is requested for the item(s) in complete accordance with the documents/attachments as per following guidelines.

- i. Bidder shall upload their bids on <https://www.gil.nprocure.com>
- ii. The Bid Security and non-refundable bid processing fees in a separate sealed envelope super scribed with the bid document number to GIL office.
- iii. Bids complete in all respects should be uploaded on or before the BID DUE DATE.
- iv. Technical Bids will be opened in the presence of Bidders' or their representatives who choose to attend on the specified date and time.
- v. 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 next working day at the appointed time.
- vi. Services offered should be strictly as per requirements mentioned in this Bid document.
- vii. Please spell out any unavoidable deviations, Clause/ Article-wise in your bid under the heading Deviations.
- viii. Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical / commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection.
- ix. The bid submitted should be valid for a period of 180 days.

1.2 Instruction to the bidders for online bid submission

- i. Tender documents are available only in electronic format which Bidders can download free of cost from the website www.gil.gujarat.gov.in and <https://gil.nprocure.com>
- ii. The bids have been invited through e-tendering route, i.e. the eligibility criteria, technical and financial stages shall be submitted online on the website <https://gil.nprocure.com>
- iii. Bidders who wish to participate in this bid, will have to register on <https://gil.nprocure.com>, such bidders will have to procure Digital Certificate as per Information Technology Act 2000 using which they can Sign their electronic bids. Bidders can procure the same from (n) code solutions – a division of GNFC Ltd., or any other licensed by Controller of Certifying Authority, Govt. of India. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.
- iv. Interested and eligible Bidders are required to upload the eligibility related document in eligibility bid section, Technical related document in Technical bid section & Commercial Bid in Commercial bid section. The Bids should be accompanied by a bid security & bid processing fees (non-refundable) as specified in this Bid Document. The Technical & Commercial Bid must be uploaded to <https://gil.nprocure.com> & the Bid Security and bid processing fees must be delivered to the office of Gujarat Informatics Ltd on or before the last date and time of submission of the bid.
- v. The eligibility section and the Bid Security & bid processing fees section will be opened on the specified date & time in presence of the Bidders or their authorized representative who choose to attend. In the event of the date specified for bid receipt and opening being declared as a holiday for the office of Gujarat Informatics Ltd the due date for submission and opening of bids will be the following working day at the scheduled times.
- vi. In case of any clarifications required, please contact GM (App), GIL in writing 5 days before the Pre-Bid meeting date.

Important Dates

RFP for empanelment of agencies to provide Technical Manpower for Gujarat Informatics Limited

1.	Contract Period	02 (Two) Years
2.	Pre-Bid Meeting	16..01.2020 at 1500 hours
3.	Bid Due date	27.01.2020 up to 1500 hours
4.	Date of Opening of Un-priced bid & Technical stage	27.01.2020 up to 1600 hours
5.	Date & Time of opening of Commercial stage	Will be intimated to the qualified bidders at a later date.
6.	Venue of pre-bid meeting, opening of Technical & Commercial Bid/s	Gujarat Informatics Limited, Block No.2, 2 nd Floor, Karmayogi Bhawan, Gandhinagar-382010
7.	Bid Processing Fees (Non-refundable)	Rs. 17,700 (Rupees Seventeen Thousand Seven Hundred Only) (Including G.S.T.)
8.	Bid security (EMD)	Rs. 2,00,000 (Rupees Two Lakh Only)
9.	GIL Contact person	Shri Rakesh Amin, General Manager (Services) & Deputy Director E-mail: rakeshamin@gujarat.gov.in; asstexe-gil@gujarat.gov.in Contact-079-232-59224, 59230

SECTION-2
ELIGIBILITY CRITERIA

SECTION – 2 Eligibility Criteria

S/ N	Parameters	Attachments
1.	The bidder should be a Company or LLP registered under Companies Registration act 1956/2013 or LLP Act, 2008 and must have 5 years of existence in India as on bid submission date.	Certificates of incorporation/Registration
2.	Bidder should have an average annual turnover of at least Rs. 4 Crore in the last 3 financial years (2016-17, 2017-18, 2018-19) as on 31 st March, 2019 from business of Software/IT product Development/Implementation/Consultancy or IT Support service.	The copies of Audited Annual Accounts/Balance Sheet along with Profit & Loss Account and CA Certified Statement for last three financial years confirming the clause requirement shall be attached along with the bid
3.	The bidder should have CMMi level 3 or above certification valid as on bid submission date	Valid Copy of certification
4.	The bidder should have at least 100 no. of employees (on-roll) continuously working for the past one year at different levels as on bid submission date.	Affidavit duly signed by authorize representative in prescribed format to be provided
5.	The bidder should have experience of providing/deploying similar category of Technical resources as mentioned in this RFP for Min. 300 man months (single/Multiple orders) in India during the last 3 years as on bid submission date. Note: Support Executive like IT/ Helpdesk support executive will not be considered for this clause.	Work Orders/ Lol/ and work Completion/partial completion Certificate confirming the clause requirement should be submitted
6.	The bidder must have one office in Gujarat or In case, bidder does not have office in Gujarat, bidder should give undertaking to open office in Gujarat within 45 days from the date of purchase order.	Please upload the copies of any two of the following: Property Tax Bill of last year / Electricity Bills of last one year / Telephone Bills of last one year / G.S.T. Registration / Valid Lease Agreement.
7.	Bidder should not be blacklisted by any Ministry of Government of India or by Government of any other State in India or by Government of Gujarat or any of the Government PSUs at the time of bidding.	Self- Declaration Certificate/affidavit
8.	Consortium not allowed	

Note:

- i. The Bidder must attach valid documents in support to their Technical and Financial capabilities/strength, as mentioned above. Without proper supporting documents, the Bid proposals are liable to be rejected.

SECTION-3
INSTRUCTIONS TO BIDDERS

SECTION - 3 Instructions to Bidders

3.1 General Instruction to Bidders

All information supplied by Bidders may be treated as contractually binding on the Bidders on successful award of the assignment by the TENDERER on the basis of this RFP. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the TENDERER. Any notification of preferred bidder status by the TENDERER shall not give rise to any enforceable rights by the Bidder. The TENDERER may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the TENDERER.

This RFP supersedes and replaces any previous public documentation, communications, and Bidders should place no reliance on such communications. The TENDERER may terminate the RFP process at any time and without assigning any reason. The TENDERER makes no commitments, express or implied, that this process will result in a business transaction with anyone.

3.2 Cost of Bidding

- 3.2.1 The Bidder shall bear all costs associated with the preparation and submission of the Bid. The TENDERER will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.
- 3.2.2 Bidder is requested to pay Rs. 17,700/- as a bid processing fee (Non-refundable) in the form of demand draft in favour of "Gujarat Informatics Ltd." payable at Ahmedabad/Gandhinagar along with the EMD cover. In case of non-receipt of bid processing fees & EMD the bid will be rejected by GIL/Dept. of Science & Technology as non-responsive.

3.3 Bidding Document

Bidder can download the bid document and further amendment if any freely available on <https://www.gil.gujarat.gov.in> and <https://www.gil.nprocure.com> and upload the same on <https://www.gil.nprocure.com> on or before due date of the tender. 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 submits a Bid not substantially responsive to the bidding documents in every respect may result in the rejection of the Bid. Under no circumstances physical bid will be accepted.

3.4 Clarification on Bidding Document

Bidders can seek written clarifications on or before pre-Bid to G.M. Services, Gujarat Informatics Ltd., 2nd Floor, Block No. 2, Karmayogi Bhavan Gandhinagar 382010.

3.5 Amendment of Bidding Documents

At any time prior to the deadline for submission of bids, the TENDERER, for any reason, whether at its own initiative or in response to the clarifications requested by prospective bidders may modify the bidding documents by amendment & put on our websites.

All prospective bidders are requested to browse TENDERER'S website & any amendments/ corrigendum/ modification will be notified on the website and such modification will be binding on them. To allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, the TENDERER, at its discretion, may extend the deadline for the submission of bids.

3.6 Language of Bid

- 3.6.1. The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the TENDERER shall be in English.

3.7 Bid Security/ Earnest Money Deposit (EMD)

- 3.7.1. Bidders shall submit, along with their Bids, EMD of **Rs. 2,00,000/-**, in the form of a Demand Draft OR in the form of an unconditional Bank Guarantee by Bank Guarantee (which should be valid for 6 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. G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 (http://www.gil.gujarat.gov.in/grs/DMO_2173_16_Apr_2018_714.pdf) issued by Finance Department or further instruction issued by Finance department time to time; in the name of "Gujarat Informatics Ltd." payable at Gandhinagar (in the format specified in Format III) and must be submitted along with the covering letter.
- 3.7.2. EMD of all unsuccessful bidders would be refunded by GIL within 60 Days on selection of successful bidder.
- 3.7.3. The EMD of the successful bidder would be returned upon successful submission of Performance Bank Guarantee as per the format provided in Format IV
- 3.7.4. EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- 3.7.5. The bid / proposal submitted without EMD and Bid Processing fee, mentioned above, will be summarily rejected.
- 3.7.6. The EMD may be forfeited, In case of a Bidder if:
- 3.7.6.1. The bidder withdraws its bid during the period of bid validity.
 - 3.7.6.2. The Bidder does not respond to requests for clarification of their Bid.
 - 3.7.6.3. The Bidder fails to co-operate in the Bid evaluation process.
 - 3.7.6.4. In case of successful bidder, the said bidder fails:
 - 3.7.6.4.1. Fails to sign the agreement in time
 - 3.7.6.4.2. Fails to submit performance bank guarantee

3.8 Late Bids

- 3.8.1. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be shall not be entertained and shall be REJECTED.
- 3.8.2. The bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

3.9 Section Comprising the Bids

- 3.9.1. All forms / Tables, duly filled-in with necessary proofs, as required and stated in the bid document & supporting documents for eligibility criteria should be uploaded. The bid uploaded shall have the following documents:

3.9.1.1. BID SECURITY SECTION:

The bid security & bid processing fee (non-refundable) to be furnished to GIL office in the form of demand draft in favour of "Gujarat Informatics Ltd." payable at Ahmedabad/Gandhinagar before the last date and time of the bid submission

3.9.1.2. ELIGIBILITY SECTION

- 1.) Financial Details of the Bidder. (In the Prescribed Format)
- 2.) Bidder's Experience. (In the Prescribed Format)

3.9.1.3. PRICE BID SECTION:

Priced bid (in the prescribed format only as given in this RFP)

Note: Filling up prices anywhere other than the prescribed shall render the bidder disqualified.

3.9.1.4. Annexures & Formats

- 3.9.1.4.1. Wherever a specific form is prescribed in the Bid document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information. Failing to submit the information in the prescribed format, the bid is liable for rejection.
 - 3.9.1.4.2. For all other cases, the Bidder shall design a form to hold the required information.
 - 3.9.1.4.3. TENDERER shall not be bound by any printed conditions or provisions in the Bidder's Bid Forms
- 3.9.2. The prices shall strictly be submitted in the given format. Quoted prices shall be without GST. The tax (GST) components as applicable shall be mentioned separately. Successful Bidder will have to supply/provide Services with an Invoice from a place located within State of Gujarat.
- 3.9.3. Prices shall be written in both words and figures. In the event of difference, the price in words shall be valid and binding. Arithmetical errors will be rectified on the following basis.
- 3.9.4. Offered price should be exclusive of all applicable taxes (anywhere in Gujarat state).

3.10 Bid Opening

- 3.10.1. Bids will be opened in the presence of Bidder's representatives, who choose to attend. The Bidder's representatives who are present shall sign a register evidencing their attendance.
- 3.10.2. In the event of the specified date of Bid opening being declared a holiday for the GIL, the Bids shall be opened at the appointed time and location on the next working day.
- 3.10.3. The Bidder's names, bid modifications or withdrawals, discounts and the presence or absence of relevant Bid security and such other details as the TENDERER officer at his/her discretion, may consider appropriate, will be announced at the opening.
- 3.10.4. Immediately after the closing time, the TENDERER contact person shall open the Un-Priced Bids and list them for further evaluation.
- 3.10.5. Bids that are not opened at bid opening shall not be considered further for evaluation.

3.11 Bid Validity

- 3.11.1. Bids shall remain valid for 180 days after the date of Bid opening prescribed by the TENDERER. A Bid valid for a shorter period shall be rejected as non-responsive.
- 3.11.2. In exceptional circumstances, the TENDERER may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security shall also be suitably extended. A Bidder's request to modify the Bid will not be permitted.

3.12 Contacting the Tenderer

Bidder shall not approach the TENDERER officers outside of office hours and/ or outside the TENDERER office Premises, from the time of the Bid opening to the time the Contract is awarded. Any effort by a bidder to influence the TENDERER officers in the decisions on Bid evaluation, bid comparison or contract award may result in rejection of the Bidder's offer. If the Bidder wishes to bring additional information to the notice of the TENDERER, it should do so in writing.

3.13 Rejection of Bids

The TENDERER reserves the right to reject any Bid, and to annul the bidding process and reject all bids 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.

3.14 Bid Evaluation Process

- 3.14.1. The TENDERER will form a Committee which will evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, the TENDERER, may, at its discretion, ask the bidders for clarification of their Proposals.
- 3.14.2. The bidders are expected to provide all the required supporting documents & compliances as mentioned in this RFP.
- 3.14.3. During the evaluation, committee may seek the clarification in writing from the bidder, if required. If bidder fails to submit the required clarifications in due time, the evaluation will be done based on the information submitted in the bid.
- 3.14.4. The financial bid of the qualified bidders will be opened and financially L1 bidder will be decided from lowest Service charge rate offered. Tenderer may negotiate the lowest Service charge rate offered with L1 Bidder.

3.15 Award of Contract

- 3.15.1. As mentioned in this RFP document this is an empanelment RFP wherein maximum three bidder will be empanelled provided they match the L1 rates.
- 3.15.2. In continuation of above, if any bidder say L2 or L3 rejects the matching of L1 price then in that case next bidder will be called for matching the L1 price and this process will continue till empanelment of three bidders.
- 3.15.3. Once bidders are empanelled, tenderer will issue request for the man power based on the actual requirement during the contract tenure, to all the empanelled vendors. The selection of the resources would be done by the tenderer or representative of tenderer based on interviews. The tenderer would issue work order to empanelled vendors based on resources presented by them.

In case multiple vendors submits resume of same candidate(s), work order will be issued to empanelled vendor who submitted candidate first. (e.g. date and time of the submission email will be considered for the claim of first submission).

3.16 Notification of Award & Signing of Contract

- 3.16.1. Prior to expiration of the period of Bid validity, the TENDERER will notify the successful Bidders and issue Lol.
- 3.16.2. Within fifteen (15) calendar days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the TENDERER. The bidder shall submit Performance Bank guarantee which shall be equal to 10% of the order value valid for duration of 180 days beyond the expiry of contract.

3.17 Force Majeure

Force Majeure shall mean any event or circumstances or combination of events or circumstances that materially and adversely affects, prevents or delays any Party in performance of its obligation in accordance with the terms of the Agreement, but only if and to the extent that such events and circumstances are not within the affected party's reasonable control, directly or indirectly, and effects of which could have prevented through Good Industry Practice or, in the case if construction activities through reasonable skill and care, including through the expenditure of reasonable sums of money. Any events or circumstances meeting the description of the Force Majeure which have same effect upon the performance of any contractor shall constitute Force Majeure with respect to the bidder. The Parties shall ensure compliance of the terms of the Agreement unless affected by the Force Majeure Events. The bidder shall not be liable for forfeiture of its implementation / Performance guarantee, levy of Penalties, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Agreement is the result of Force Majeure.

3.17.1. Force Majeure Events

The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the definition as stated above. Without limitation to the generality of the foregoing, Force Majeure Event shall include following events and circumstances and their effects to the extent that they, or their effects, satisfy the above requirements:

3.17.2. Natural events (“Natural Events”) to the extent they satisfy the foregoing requirements including:

- 3.17.2.1. Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
- 3.17.2.2. Explosion or chemical contamination (other than resulting from an act of war);
- 3.17.2.3. Epidemic such as plague;
- 3.17.2.4. Any event or circumstance of a nature analogous to any of the foregoing.

3.17.3. Other Events (“Political Events”) to the extent that they satisfy the foregoing requirements including:

- 3.17.3.1. Political Events which occur inside or Outside the State of Gujarat or involve directly the State Government and the Central Government (“Direct Political Event”), including:
 - Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;
 - Strikes, work to rules, go-slows which are either widespread, nation- wide, or state-wide or are of political nature;
 - Any event or circumstance of a nature analogous to any of the foregoing.

3.17.4. FORCE MAJEURE EXCLUSIONS:

Force Majeure shall not include the following event(s) and/or circumstances, except to the extent that they are consequences of an event of Force Majeure:

- 3.17.4.1. Unavailability, late delivery
- 3.17.4.2. Delay in the performance of any contractor, sub-contractors or their agents;

3.17.5. PROCEDURE FOR CALLING FORCE MAJEURE:

The Affected Party shall notify to the other Party in writing of the occurrence of the Force Majeure as soon as reasonably practicable, and in any event within 05 (five) days after the Affected Party came to know or ought reasonably to have known, of its occurrence and that the Force Majeure would be likely to have a material impact on the performance of its obligations under the Agreement.

3.18 Contract Obligations

Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Bidder’s bid and all previous correspondence.

3.19 Amendment to the Agreement

Amendments to the Agreement may be made by mutual agreement by both the Parties. No variation in or modification in the terms of the Agreement shall be made except by written amendment Signed by both the parties. All alterations and changes in the Agreement will consider prevailing rules, regulations and laws applicable in the state of Gujarat.

3.20 Representations and Warranties

3.20.1. Representations and Warranties by the Selected Agency:

- 3.20.1.1. It is a company duly organized and validly existing under the laws of India and has all requisite legal power and authority and corporate authorizations to execute the Agreement and carry out the terms, conditions and provisions hereof. It has in full force and effect all requisite clearances, approvals and permits necessary to enter into the Agreement and perform its obligations hereof.
- 3.20.1.2. The Agreement and the transactions and obligations hereof do not contravene its constitutional documents or any law, regulation or government directive and will not contravene any provisions of, or constitute a default under, any other Agreement or instrument to which it is a party or by which it or its property may be bound or any of its obligations or undertakings by which it or any of its assets are bound or cause a limitation on its powers or cause it to exceed its authorized powers.
- 3.20.1.3. There is no pending or threatened actions, suits or proceedings affecting the Successful Bidder or its affiliates or any of their respective assets before a court, governmental agency, commission or arbitrator or administrative tribunal which affects the Successful Bidder's ability to perform its obligations under the Agreement; and neither Successful Bidder nor any of its affiliates have immunity from the jurisdiction of a court or from legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution or otherwise). The Successful Bidder confirms that all representations and warranties of the bidder set forth in the Agreement are true, complete and correct in all respects.
- 3.20.1.4. No information given by the Successful Bidder in relation to the Agreement, project documents or any document comprising security contains any material wrong-statement of fact or omits to state as fact which would be materially averse to the enforcement of the rights and remedies of TENDERER or which would be necessary to make any statement, representation or warranty contained herein or therein true and correct.

3.20.2. Representations and Warranties by the TENDERER

- 3.20.2.1. It has full legal right; power and authority to execute the said project and to enter into and perform its obligations under the Agreement and there are no proceedings pending.
- 3.20.2.2. The Agreement has been duly authorized, executed and delivered by the TENDERER and constitutes valid, legal and binding obligation of TENDERER.
- 3.20.2.3. The execution and delivery of the Agreement with the selected agency does not violate any statutory judgment, order, decree, regulation, right, obligation or rule of any court, government authority or arbitrator of competent jurisdiction applicable in relation to the TENDERER, its assets or its administration.

3.21 Resolution of Disputes

- 3.21.1. If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Agreement or regarding a question, including the questions as to whether the termination of the Contract Agreement by one Party hereto has been legitimate, both Parties hereto shall endeavour to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days], give 15 days' notice thereof to the other Party in writing.
- 3.21.2. In the case of such failure the dispute shall be referred to a sole arbitrator or in case of disagreement as to the appointment of the sole arbitrator to three arbitrators, two of whom will be appointed by each Party and the third appointed by the two arbitrators.

- 3.21.3. The place of the arbitration shall be Gandhinagar, Gujarat.
- 3.21.4. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended.
- 3.21.5. The proceedings of arbitration shall be in English language.
- 3.21.6. The arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration procedure.
- 3.21.7. The Parties hereto shall submit to the arbitrator's award and the award shall be enforceable in any competent court of law

3.22 Books & Records

The selected agency shall maintain adequate Documents Related to project's materials & equipment's for inspection and audit by the TENDERER during the terms of Contract until expiry of the performance guarantee.

3.23 Performance Guarantee

- 3.23.1. The Selected agency shall furnish Performance Guarantee as provided in the bid document to the TENDERER for an amount equal to 10% of the value of Order.
- 3.23.2. The performance guarantee will be in the form of bank guarantee for the amount equal of 10% of the value of the Order / LOI towards faithful performance of the contract obligation, and performance of the equipment during Warranty period. In case of termination of contract, the TENDERER shall invoke the PBG.
- 3.23.3. The Performance Guarantee shall be valid for a period of 180 days beyond Contract period and shall be denominated in Indian Rupees and shall be in the form of an unconditional Bank Guarantee issued by all Public-Sector Banks/private banks having branch in Gandhinagar\Ahmedabad in the format provided by the TENDERER to be submitted Within 15 calendar days from the date of final work order.
- 3.23.4. The Performance Guarantee shall be discharged by the TENDERER and returned to the successful bidder within 30 calendar days from the date of expiry of the Performance Bank Guarantee.

3.24 Termination Clause

3.24.1. Termination by the TENDERER:

The TENDERER, reserves the right to suspend any of the services and/or terminate this agreement in the following circumstances by giving 30 days' notice in writing if: -

- 3.24.1.1. The bidder becomes the subject of bankruptcy, insolvency, and winding up, receivership proceedings;
- 3.24.1.2. In case the TENDERER finds illegal use of hardware, software tools, manpower etc. that are dedicated to the project;
- 3.24.1.3. If SLAs are not maintained properly and not provide services as per SLAs then TENDERER has right to foreclose contract.
- 3.24.2. Termination by Successful bidder: The successful bidder reserves the right to suspend any of the Services and/or terminate the Agreement at any time with 60 days' notice if the payment to the selected is due for more than 2 (two) consecutive quarters.
- 3.24.3. Upon occurrence of an event of default as set out in Clause above, either party will deliver a default notice in writing to the other party which shall specify the event of default and give the other party an opportunity to correct the default.
- 3.24.4. Upon expiry of notice period unless the party receiving the default notice remedied the default, the party giving the default notice may terminate the Agreement.
- 3.24.5. During the notice period, both parties shall, save as otherwise provided therein, continue to perform their respective obligations under this Agreement and shall not, whether by act of omission or commission impede or otherwise interfere with party's endeavour to remedy the default which gave rise to the commencement of such notice period.

- 3.24.6. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.
- 3.24.7. In case of termination bidder will be paid for the work/services already delivered till the date of termination after deduction of penalties, if any.

3.25 Indemnification

Selected agency will defend and/or settle any claims against the TENDERER that allege that Bidder service and/or branded product as supplied under this contract infringes the intellectual property rights of a third party. Selected agency will rely on Customer's prompt notification of the claim and cooperation with our defence. Bidder may modify the product or service so as to be non-infringing and materially equivalent or we may procure a license. If these options are not available, we will refund to Customer the amount paid for the affected product in the first year or the depreciated value thereafter or, for support services, the balance of any pre-paid amount or, for professional services, the amount paid. Bidder is not responsible for claims resulting from any unauthorized use of the products or services. This section shall also apply to deliverables identified as such in the relevant Support Material except that Bidder is not responsible for claims resulting from deliverables content or design provided by Customer.

3.26 Limitation of Liability

Selected agency's cumulative liability for its obligations under the contract shall not exceed the value of the charges payable by the TENDERER within the remaining duration of the contract term from the day claim is raised.

3.27 Confidentiality

- 3.27.1. Selected agency understands and agrees that all materials and information marked and identified by the TENDERER as 'Confidential' are valuable assets of the TENDERER and are to be considered as proprietary information and property. Selected agency will treat all confidential materials and information provided by the TENDERER with the highest degree of care necessary to ensure that unauthorized disclosure does not occur. Selected agency will not use or disclose any materials or information provided by tenderer without its prior written permission.
- 3.27.2. Selected agency shall not be liable for disclosure or use of any materials or information provided by the TENDERER or developed by selected agency which is:
- 3.27.2.1. Possessed by selected agency prior to receipt from the TENDERER, other than through prior disclosure by the TENDERER, as documented by selected agency's written records;
 - 3.27.2.2. Published or available to the general public otherwise than through a breach of Confidentiality; or
 - 3.27.2.3. Obtained by selected agency from a third party with a valid right to make such disclosure, provided that said third party is not under a confidentiality obligation to the TENDERER; or
 - 3.27.2.4. Developed independently by the selected agency.
- 3.27.3. If selected agency is required by judicial or administrative process to disclose any information or materials required to be held confidential hereunder, selected agency shall promptly notify the TENDERER and allow reasonable time to oppose such process before making disclosure.
- 3.27.4. Selected agency understands and agrees that any use or dissemination of information in violation of this Confidentiality Clause will cause the TENDERER irreparable harm, may leave the TENDERER with no adequate remedy at law and the TENDERER is entitled to seek to injunctive relief.
- 3.27.5. The TENDERER does not follow the practice of asking Confidential Information of selected agency, however if any confidential information is required/shared by the selected agency

then selected agency must clearly mark it as "Strictly confidential". The TENDERER in turn will not share the same without prior concern of the selected agency.

3.27.6. Above mentioned "confidentiality clause" shall be applicable on both the parties i.e. the TENDERER and the successful bidder.

3.28 Service Terms

3.28.1. The entire scope of the work depends on the technical skill and experience in management of the same level or kind of capabilities.

3.28.2. It is mandatory for Bidder to deploy qualified professional to develop / modify, test, deploy & maintain the proposed applications, as defined under scope of work.

3.28.3. The Bidder must submit regular schedule of man power availability.

3.28.4. The Bidder will need to coordinate and approach various departments/Sub-departments/Boards/Corporations during this contract.

3.28.5. The Bidder is responsible to maintain documentation on the progress of the work and will have to update the same on regular basis. Bidder will have to submit the progress reports regularly, as per the guidelines issued by TENDERER from time-to-time.

3.28.6. TENDERER shall provide office space to the operational consultants in its own premise during project period. All other expenses related to transportation, consumables, stationary, printing, scanning, telephone, food, snacks, etc. in case required, must be completely borne by the Bidder as part of Contract Agreement.

3.28.7. The bidder shall ensure that security measures, policies and procedures implemented are adequate to protect and maintain the confidentiality of the Confidential Information. Bidder also agrees and acknowledges that it shall adhere to reasonable security practices over all sensitive personal information of the said project as prescribed by various rules under I.T. Act, 2000 (as amended from time to time)

3.29 Fraudulent and Corrupt Practices

3.29.1. Fraudulent practice means a misrepresentation of facts to influence a procurement process or the execution of a Contract 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 TENDERER of the benefits of free and open competition.

3.29.2. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of Contract execution.

3.29.3. The TENDERER will reject a proposal for award and may forfeit the EMD and/or Performance Bank Guarantee if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, contract(s).

3.30 Copyright and Intellectual Property Rights

3.30.1. The TENDERER will have exclusive right to use and own the application software (as customized from time to time), its source code along with further development rights and its derivatives. The software prepared cannot be used for any purpose whatsoever without the written consent of the TENDERER.

3.30.2. No software or services covered by the contract shall be developed or done by the company in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing of any patent right, trademark or Similar right, or of any charge, mortgage or lien. Vendor will indemnify the TENDERER for all such correspondence.

3.30.3. All IPR in relation to project documents, assets, resources, designs, drawings etc. shall vest with the TENDERER, and the bidder shall not use any such for any other purpose.

3.31 Approvals/Clearances

3.31.1. Necessary approvals/ clearances concerned authorities, for establishing the proposed project needs to be obtained by the selected agency.

3.31.2. Necessary approvals/ clearances from concerned authorities, as required, for fire protection, government duties / taxes needs to be obtained by the selected bidder.

3.32 Extension of Work

At the end of the contract duration, i.e., 02 (Two) years, performance of the selected bidder may be reviewed and, the contract may be extended up to 02 (Two) Years.

3.33 SUPPORT FROM EXTERNAL AGENCY

Sub-letting/contracting of entire work or in part thereof is not permitted. The bidder needs to complete all the defined activities as per scope of work on its own. No Data/ Information should be sent out of the premise without obtaining prior written confirmation from the TENDERER. The successful bidder shall be allowed to obtain advisory support from within its organization towards legal or contractual vetting of drafts.

3.34 USE OF AGREEMENT DOCUMENTS AND INFORMATION

3.34.1. The Bidder shall not without prior written consent from TENDERER disclose the Agreement or any provision thereof or any specification, plans, drawings, pattern, samples or information furnished by or on behalf of TENDERER in connection therewith to any person other than the person employed by the Bidder in the performance of the Agreement. Disclosure to any such employee shall be made in confidence and shall extend only as far as may be necessary for such performance.

3.34.2. The Bidder shall not without prior written consent of TENDERER make use of any document or information made available for the project except for purposes of performing the Agreement.

3.34.3. All project related documents issued by TENDERER other than the Agreement itself shall remain the property of TENDERER and Originals and all copies shall be returned to TENDERER on completion of the Bidder's performance under the Agreement, if so required by the TENDERER.

3.35 TAXES & DUTIES

Bidder is liable for all taxes and duties etc. as may be applicable from time to time.

3.36 Roles & Responsibilities of Stakeholders

The following shall describe the roles & responsibilities of various stake holders in this project.

TENDERER

- Providing all the required infrastructure (physical & IT)
- Monitoring & Supervision.
- Verification of the Status Report.

Bidder/Operator

- Carry out work assigned as per terms and conditions decided time to time
- Upon verification, evaluation/assessment, if in case any information furnished by the bidder is found to be false/incorrect, their total bid shall be summarily rejected and no correspondence on the same, shall be entertained.
- Engage qualified, skilled and good conduct personnel.
- The manpower required is to be engaged by the bidder within a week of issue of the work order or as specified in the work order
- Provide detailed reports of extension of these man-powers along with letter no, date etc. as and when required.

- Maintain a proper database of the all the employees. Records should contain each and every information related to employee such as PF, ESI, salary, leave, absentee etc. Details will be w.r.t. month-wise compliance against PF, ESI, salary etc. along with details of leave, absentee in the respective month.
- The bidder is liable for damages on account of any violation by the employees engaged under the Information Technology Act and other prevalent laws of the country.
- Bidder shall provide an undertaking for the implementation of Data Confidentiality and privacy of the projects undertaken;
- In case, the person employed by the bidder commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the bidder will be liable to take appropriate disciplinary action against such persons, including their removal from the site of work / project and any other necessary action as required by GIL and provisions of the legal framework of the country.
- The bidder shall replace immediately any of its personnel who is found unacceptable to this Department because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from GIL.
- Background verification: All the manpower engaged by the agency may be subjected to proper background verification check for Date of Birth, Educational Qualifications, Experience and police verification of antecedents.

3.37 Penalty for delay

Any delay in deployment of manpower in stipulated time period (max. 15 days) as mentioned in Work Order or any unjustified and unacceptable delay in the deliverables beyond the time indicated in the order delivery will invite penalty at the rate of 1% of the man month cost of delayed period up to maximum of 10%. The maximum delay is limited to 10 days. If the delay period is more than 10 days, tenderer will have the option to cancel the order without any compensation to the agency.

Replacement of resources shall generally not be allowed. The replacement of resource by bidder will be allowed (with penalty) only in case, the resource leaves the organization by submitting resignation with the present employer.

In case of failure to meet the standards of the tenderer, (which includes efficiency, cooperation, discipline and performance) bidder may be asked to replace the resource without any penalty for replacement/exit.

The replaced resource will be accepted by the Tenderer only if he is found suitable to the satisfaction of the tenderer. The outgoing resource should complete the knowledge transfer with the replaced resource as per the satisfaction of the Tenderer.

The bidder shall provide the replacement within 15 calendar days.

The penalty per resource would be imposed in case of exit/replacement of resource from the project within below mentioned period starting from the date of deployment of respective resource:

1. within 2 Months: Rs. 50,000 (Rupees Fifty Thousand)
2. From 2 months to 6 months- Rs. 25,000 (Rupees Twenty Thousand)

A penalty of Rs. 1 Lakhs per resource will be levied if a resource who has not resigned and is removed from the project by the bidder. After expiry of permissible 15 calendar days for replacement, a penalty of Rs. 3000 per working day per resource will also be imposed till suitable replacement is not being provided by the bidder.

However, Tenderer is free to relieve any resource at any time (beyond minimum committed period) during contract period without any penalty by serving 15 days advance notice.

3.38 Labour Laws

- The bidder shall, and hereby agrees to, comply with all the provisions of Indian Labor Laws in respect of the manpower employed thereof.
 - The bidder shall be solely responsible for the payment of wages to the deployed manpower and ensure its timely payment thereof.
 - The bidder shall duly maintain a register giving particulars of the deployed manpower, nature of work, rate of wages, etc.
 - The bidder shall also ensure compliance to the following labor legislations:
 - Minimum Wages Act *
 - Employees Provident Fund Act *
 - Employees State Insurance Act *
 - Workmen's Compensation Act, if the ESI Act does not apply *
- *Applicable as per respective state
- The bidder shall be solely responsible to adhere to all the rules and regulations relating to labor practices and service conditions of its workmen and at no time shall it be the responsibility of GIL.
 - The bidder shall indemnify tenderer against any liability incurred on account of any default by the bidder or manpower deployed by it.
 - Neither the bidder nor his workmen can be treated as employees of tenderer for any purposes. They are not entitled for any claim, right, preference, etc. over any job/regular employment of tenderer. The bidder or its workmen shall not at any point of time have any claim whatsoever against tenderer.
 - If tenderer recommends, an engaged resource must be replaced by the bidder within a period of 15 working days.

**SECTION-4
INTRODUCTION
&
SCOPE OF WORK**

SECTION – 4

Gujarat Informatics Limited (herein after referred to as GIL/ TENDERER), Gandhinagar invites bids from eligible bidders for empanelment of Agencies to provide Technical manpower for TENDERER's requirement.

4.1. Scope of Work

Department of Science and Technology, Government of Gujarat is the nodal department for the state government to implement IT & eGovernance initiatives across the state. For e.g. key projects implemented by DST, GoG in recent past are GSWAN & GSDC 2.0, GoG Cloud, Digital Gujarat, GSUAN, SASGUJ, GFGNL-ERP, GIS, NMS etc.

Digital Gujarat: DST's flagship program for providing eServices at citizens door step. Under the Digital Gujarat Programme, it was decided to upgrade erstwhile "Apno Taluka Vibrant Taluko" (ATVT) to make government services accessible over the internet and provide citizens with a single window access point to avail all e-Services of the Government of Gujarat. With the said objective, Department of Science & Technology, Government of Gujarat has developed *Digital Gujarat: Common Services Portal*. Common Services Portal was launched on 1st April 2016 with 30+ Online Services in the first phase and currently have 100+ online services which can be broadly classified into following categories:

- Citizen centric services
- Pre-metric & Post-metric Scholarship
- Seva-Setu
- Other welfare schemes

Key features of CSP with emphasis on Citizen Centricity are as follows:

- Single URL to access e-Services (www.digitalgujarat.gov.in)
- Aadhaar/Mobile OTP based Authentication, Registration & Login
- Online Application Submission
- Citizen Profile & Single Sign-on
- Uploading documents to Document Repository and integration with Digital Locker
- Simplified Application Forms
- Online Payment Gateway
- Status Update & Tracking through SMS/Email
- Multiple Delivery Channels viz. Post, Speed post & Counter Pickup
- 24x7 Citizen Helpdesk

Scope:

Gujarat Informatics Limited (GIL) is being nodal agency of various DST projects implemented across the state by various government department/board/corporation like "Digital Gujarat" TENDERER desires to empanelment of bidders to provide required Technical manpower under the disposal of TENDERER to do the various Project & its related activities.

Bidder shall be responsible to provide the following categories of manpower:

1. Manpower Requirement:

- The bidder shall ensure availability of resource, as and when required.
- Manpower will be provided at on-site by the bidder.
- Tenderer may hire manpower services from successful bidder for minimum one month.
- Following is the minimum manpower requirement:

A. Solution Architect:

- MCA / (BE / B.Tech. with specialization in Computers/ Electronics & Communication) or equivalent OR M.Sc. in Computer Science/IT OR Master's degree Physics / Mathematics / Statistics /Operations Research /Electronics with either Post Graduate Diploma in Computer Science
- Experience in OOAD, Java/JEE, Concurrent programming, Distributed computing, Client – Server / Multi-tier architecture, Web-Technologies with hands-on experience with tools and related frameworks.
- Candidate should have minimum 7 years of post-qualification experience.
- Ability to understand the general technological functions and problems.
- Ability to gather the business requirements of the users and be able to prepare the requirement document
- Ability to lay out and implement the system architecture of the overall solution of the project.
- Convert the approved architecture into details design document.

B. Senior Developer:

- MCA / (BE / B.Tech with specialization in computers/ Electronics & Communication) or equivalent OR M.Sc. in Computer Science/IT
 - Software maintenance of the existing applications and developing new applications.
 - Guidance to programmer on project operations and software development.
 - Maintaining user defined time schedules of software development.
 - Preparation of system and operations manuals for the application software.
 - Preparation of training manuals and scheduling user's training.
 - Act as a system administrator by allocating/removing redundant user-id and passwords.
 - Ensuring strict compliance to the back-up schedules.
 - Day to day coordination with the user for software maintenance.
 - Responsibility for meeting the timelines.
 - **(B-1) .Net Technologies**
 - Experience as a developer in .NET Framework and Database designing
 - Experience in .net 3.5 and higher/Silverlight, MVC Architecture, JavaScript/JQuery/Angular JS, XML and SQL Server / MySQL / Oracle / PostgreSQL database and Web Service/APIs/Rest APIs, etc.
 - **(B-2) Java Technologies**
 - Experience as a developer in JAVA, J2EE, JSOP/Servlets as per post requirement.
 - Experience in MVC Architecture, JSP, strut2 framework, Hibernate, Spring MVC and knowledge of MySQL / PostgreSQL / Oracle database. Knowledge of JavaScript/JQuery, XML, web service is preferable, etc.
 - **(B-3) PHP/Other Open Source Technologies**
 - Experience as a developer in PHP/PHP framework as per posted requirement.
 - Experience in MVC, CMS like WordPress, Joomla, Magento, drupal (Plugin /theme development / API) and knowledge of MySQL / PostgreSQL / Oracle database. Knowledge of JavaScript/JQuery, XML, web service/API is preferable, etc.
 - **(B-4) Mobile App Developer**
 - Experience as a developer in Mobile App Development (Android/IOS/Windows as per the requirement)
 - Knowledge of Cross-platform Development, UX/UI Design, modern programming languages like PHP, Java, HTML5 and C#, as well as the likes of Adobe Flash Lite, Python
 - Expertise in Android/ios/Windows Mobile App programming as per the requirement, etc.
- C. Developer:**
- MCA / (BE / B.Tech with specialization in computers/ Electronics & Communication) or equivalent OR M.Sc. in Computer Science/IT
 - Independently handling the software project operations on the client machines.

- Front-end application software development.
- Update the front-end software using the patches supplied by the project in charge.
- Scheduled report generation.
- Supervision of Input/output to the projects being handled.
- Coordination with maintenance agencies and providing first line of maintenance.
- Net browsing to address subject specific queries of the users.
- Project training and computer basics training to user officials.
- **(C-1) .Net Technologies**
 - Experience as a developer in .NET Framework and Database designing
 - Experience in .net 3.5 and higher/Silverlight, MVC Architecture, JavaScript/JQuery/Angular JS, XML and SQL Server / MySQL / Oracle /PostgreSQL database and Web Service/APIs/Rest APIs, etc.,
- **(C-2) Java Technologies**
 - Experience as a developer in JAVA, J2EE, JSOP/Servlets as per post requirement.
 - Experience in MVC Architecture, JSP, strut2 framework, Hibernate, Spring MVC and knowledge of MySQL / PostgreSQL / Oracle database. Knowledge of JavaScript/JQuery, XML, web service is preferable, etc.
- **(C-3) PHP/Other Open Source Technologies**
 - Experience as a developer in PHP/PHP framework as per posted requirement.
 - Experience in MVC, CMS like WordPress, Joomla, Magento, drupal (Plugin / theme development / API) and knowledge of MySQL / PostgreSQL / Oracle database. Knowledge of JavaScript/JQuery, XML, web service/API is preferable, etc.
- **(C-4) Mobile App Developer**
 - Experience as a developer in Mobile App Development (Android/IOS/Windows as per the requirement)
 - Knowledge of Cross-platform Development, UX/UI Design, modern programming languages like PHP, Java, HTML5 and C#, as well as the likes of Adobe Flash Lite, Python. Expertise in Android/ios/Windows Mobile App programming as per the requirement, etc.
- D. Database Administrator:**
 - Bachelor's degree or higher qualification in any discipline from a recognized Indian University. However, preference will be given to those who possess degree of BE/B-Tech.
 - Must be Certified Database Administrator having working experience of Database Administrator on MS SQL Server/Oracle/MySQL/PostgreSQL and related tools.
 - Candidates should also have general understanding of storage technologies, memory management, NAS/SAN, Networking
 - The DBA should have experience of handling following activities:
 - backup of storage as per the policies of Govt.
 - Execution of on-demand backups of volumes and files whenever required
 - Real-time monitoring, log maintenance and reporting of backup status
 - Problem resolution in case of failures in the backup processes
 - Media management tasks- tagging, cross-referencing, storing, logging, testing, and vaulting in fire proof cabinets
 - File and volume restoration
 - Coordination with maintenance agencies to handle situations like network choking, network viruses, hard disk crashes etc.
- E. Web Designer:**
 - Any Graduate/MCA with knowledge of web technologies and website management.
 - Working knowledge of HTML5, CSS, Flash, Dreamweaver, Photoshop, Java Script, JQuery, AJAX. Must have experience in latest UI design concepts e.g. responsive, adaptive etc. and web standards.
 - Writing web content for websites /portals

- Regular updation/content management of the website as and when received from the system administrator.
- Creating provisions for adding new web pages / new links for displaying the required information.
- Creation and regular updation of the news items and links as and when received from the system administrator.
- Designing of the user interfaces.
- Monitoring of the broken links and load on the website.

F. Security Expert:

- BE/ B.Tech with specialization in Computers/ Electronics & Communications or equivalent/ MCA.
- Experience in Hardware, Network & Security devices, and different Operating System, Cyber Laws. Exposure to BS15000 process /ISO 27001/ BS 7799/ISO 20000/ ITIL or ITIL certified.
- Knowledge/certification of CCNSE/CCNSP/CISA/CISSP or equivalent.
- Monitoring, Management and troubleshooting related to hardware/network/cyber-attack etc. And any other assigned tasks.

G. System Administrator:

- B Tech/ B.E. / MCA (preferably in Computer Science)/ MSc in IT/Computer Science
- Experience in Hardware, Network & Security devices, and different Operating System, Server Administrator. Certification like MCSA/MCSE/RCHA/RCHE will be preferable
- Advising related to hardware, Monitoring and resolving hardware related issues.
- Server Administration, Backup and restore management, Security Management, Cloud Management etc. And any other assigned tasks

H. Quality Analyst cum Software Tester:

- B Tech/ B.E. / MCA (preferably in Computer Science)/ MSc in IT/Computer Science
- Experience in Quality Analysis and SQL testing of Web and Mobile applications. Ability to perform various software testing like functional testing, integration testing, stress testing etc. before release of a software product. Knowledge of testing tools like Selenium and QC. Preference will be given to candidates having CSTE/CSTP/CTM/QTP Certification
- Software testing and collaborating with the development team in fixing bugs found during testing and execution of other duties assigned time to time.
- Ensure quality of software product before final release. Participate in the security audit of the software. And any other assigned tasks

I. GIS Developer:

- B Tech/ B.E. / MCA (preferably in Computer Science)/ MSc in IT/Computer Science
- Experience in Development of tools & functionalities in ESRI JavaScript API or OpenGIS tools OpenLayers/ Geoserver/ Python/ArcGI, API for JavaScript/ArcGIS Server/Portal for ArcGIS, etc.
- Database: Microsoft SQL Server/PostgresSQL, etc.
- Develop, test, debug and maintain an array of custom web-based GIS applications, tools and supporting web services using standard software life cycle processes
- Support the infrastructure by maintaining and developing new capabilities in Microsoft .Net.
- Develop software in an agile development process by working with stakeholders to refine developed products.
- Perform web and mobile application development using JavaScript, HTML5, CSS, AJAX for the Esri ArcGIS platform
- Provide support, troubleshooting, modifications, enhancements and maintenance for existing GIS applications, scripts, tools and web services.
- Create and maintain system related documentation.

J. Support Engineer:

- Diploma in Computers or equivalent or higher.
- Knowledge of MS - Office
- To attend the calls related to issues as per the provided FAQ (specified document) and reply the solution of the same.
- Forward the same to the respective sections in case of major issues and any other queries.
- Create and maintain relevant documentation.

K. Application Profiler:

- MCA / (BE / B.Tech. with specialization in Computers/ Electronics & Communication) or equivalent OR M.Sc. in Computer Science/IT
- Experience in Application Profiling and Code optimization of large scale projects
- Using profiling tools to look for potential bottlenecks
- Sample, events & instrumentation based profiling
- performance and memory profiling
- system testing & load testing

L. AI/ Big Data Expert:

- MCA / (BE / B.Tech. with specialization in Computers/ Electronics & Communication) or equivalent OR M.Sc. in Computer Science/IT
- Should have industry experience in the field of AI/ Big Data
- Should have demonstrated adequate experience in AI, Big Data

M. Business Analyst:

- MCA / (BE / B.Tech with specialization in computers/ Electronics & Communication) or equivalent OR M.Sc. in Computer Science/IT
- Experience in understanding the user requirement and making Functional requirement Document (FRS), software requirements specification (SRS) and user stories etc.
- Experience in making wireframes of system envisages as per requirement

- TENDERER will select the resources after scrutinizing resumes of the probable candidates. If the authority doesn't select team from panel, a new panel will have to be provided by the bidder.
- The selected agency shall maintain backup personnel and shall promptly provide replacement of every person removed pursuant to this section with an equally competent substitute from the pool of backup personnel.
- In case of change in team composition owing to attrition/separation from the organization the replacement must be pre-approved. The bidder has to provide the relevant document proof of resignation acceptance / relieving letter.
- For replacement, for every position, a panel consisting 3 times the number of positions shall be submitted. The TENDERER has a right to reject entire panel and seek substitute panel in the same 3 times proportion. Before replacing a resource, minimum two months' time to TENDERER along with panel must be given to choose the substitution from the panel else penalties and pro-rata deduction in the quarterly fees will be made.
- The selected agency shall provide and deploy "dedicated on site manpower" for carrying out the work, only those manpower resources who are skilled and experienced in their respective trades and who are competent to execute or manage / supervise the work in a proper and timely manner as per the RFP.
- Manpower should be on the payroll of bidder.
- Tenderer will make the necessary arrangements like sitting space, computer etc. for the manpower.
- Bidder will have to arrange required entry passes for Sachivalaya campus etc. for their deputed manpower/resources. However, if required tenderer will assist in getting the same.

- The Service Provider has to submit a report of payments made along with the date of payment and proof of receipt of payment made to the engaged man-power for each month to Tenderer along with the next invoice.
- Tenderer will not reimburse any amount over and above the quoted price in price bid. Further, bidder is required to adhere to all the statutory requirements like Provident fund, Employees Insurance, performance reward or Bonus etc.
- The deployed manpower will directly report to Managing Director, Gujarat Informatics Limited and Secretary, Department of Science & Technology.
- During contract period if the selected agency's name got changed due to acquisition, amalgamation etc., and agency must inform tenderer with all required documents within one month of its name change.
- In case if any other discrepancies found with the agency anytime during the contract period, the same will lead for the disqualification/termination of the contract and the EMD/BG forfeited.
- Test of skills by tenderer prior to engagement:
 - a. In order to ensure that the manpower provided by the Service Provider possess the required technical qualifications and skills, it shall be open to take interview and/or written test.
- Panel of candidates – tenderer will ask for list of candidates in 1:3 ratio (i.e. against one post list of three candidates will be provided by the service provider) from successful bidder. Based on the panel list of candidates and requirement tenderer may issue the work-order to the bidder.
- Period of manpower engagement - The period of engagement of any man-power will be purely on requirement basis.
- Working Hours/Leave of Engaged manpower will be entitled for 12 Leaves per annum only. Deputed resources will have to adhere to the tenderer's business hour & days. However, they may have to work on weekly off day/holidays as per the requirement. Decision of tenderer is this regard will be binding on bidder.
- Replacement/Cancellation of Engaged manpower: In case resource is found unsuitable during its engagement period, engagement of the resource could be cancelled with 15 days' notice period for knowledge transfer or replacement of the resource should be made available within a week. In case resource intends to avail long leave, then suitable replacement should be done immediately. Replacement should be done at the cost of agency.
- In case of extension of contract the validity of Security Deposit should be extended accordingly or a fresh Security Deposit valid beyond three months of the extended period should be provided within 15 days of extension.
- The hiring of technical manpower resources shall be on man month basis to carry out the IT related work such as consultancy, in-house software/application development, networking etc. work or any other task/work/responsibilities given by tenderer as per the requirement during the contract tenure.
- No TA is admissible to the engaged resources for the first posting on the project. Also, in case of fresh posting at other location after expiring of his/her current contract, no TA will be paid by the tenderer.
- However, if a resource has to undertake a tour in the interest of the project with the prior approval of tenderer, then tenderer will reimburse the engaged resource to and fro travelling ticket and travelling Allowance (TA) as per admissibility. TA will be paid as per tenderer policy.
- This rate contract is only for Department of Science & Technology Department. Further, if any Department/Board/Corporation of Govt. of Gujarat placing the work order based on the price discovered under this RFP, then in that GIL/DST will not be responsible any manner.

**SECTION-5
FINANCIAL BID**

Section - 5 FINANCIAL BID FORMAT

S/No.	Manpower Type	UoM	Qty.	Gross monthly Cost to Company to be paid to Manpower
A	B	C	D	E
1. Solution Architect				
1.1.	Min. 7 years of Experience	Man-month	1	60,000
1.2.	Min. 5 years of Experience	Man-month	1	45,000
2. Senior Developer				
2.1. .Net Technology				
2.1.1.	Min 7 years of Experience	Man-month	1	60,000
2.2. Java Technologies				
2.2.1.	Min 7 years of Experience	Man-month	1	60,000
2.3. PHP/Open Source Technologies				
2.3.1.	Min 7 years of Experience	Man-month	1	60,000
3. Developer				
3.1. .Net Technology				
3.1.1.	Min 2 years' Experience	Man-month	1	35,000
3.1.2.	Min 5 years' Experience .	Man-month	1	45,000
3.2. Java Technologies				
3.2.1.	Min. 2 years' Experience	Man-month	1	35,000
3.2.2.	Min. 5 years' Experience	Man-month	1	45,000
3.3. PHP/Other Open Source Technologies				
3.3.1	Min 2 years' Experience	Man-month	1	35,000
3.3.2	Min 5 years' Experience	Man-month	1	45,000
3.4. Mobile App Developer				
3.4.1.	Min 2 years' Experience	Man-month	1	30,000
3.4.2.	Min 5 years' Experience	Man-month	1	45,000
4. Database Administrator				
4.1.	Min 2 years' Experience	Man-month	1	35,000
4.2.	Min. 5 years' Experience	Man-month	1	50,000
5. Web Designer				
5.1.	Min. 2 years' Experience	Man-month	1	25,000
5.2.	Min. 5 years' Experience	Man-month	1	40,000
6. Security Expert				
6.1.	Min. 5 years' Experience	Man-month	1	45,000
6.2.	Min. 7 years' Experience	Man-month	1	60,000
7. System Administrator				
7.1.	Min. 2 years' Experience	Man-month	1	25,000
7.2.	Min. 5 years' Experience	Man-month	1	40,000
8. Quality Analyst cum Software tester				
8.1.	Min. 2 years' Experience	Man-month	1	25,000
8.2.	Min 5 years' Experience	Man-month	1	45,000
9. GIS Developer				
9.1.	Min. 2 years' Experience	Man-month	1	30,000
10. Support Engineer				
10.1.	Min. 1 year of Experience	Man-month	1	15,000
11. AI/ Big Data Expert				
11.1.	Min. 5 years of Experience	Man-month	1	60,000
12. Business Analyst				

12.1	Min 2 years' Experience	Man-month	1	35,000
12.2	Min 5 years' Experience	Man-month	1	60,000
Agency Service Charges (in percentage):				_____ %

Note:

- Above mentioned quantities are indicative and for price bid evaluation only. Actual quantities will as per the requirement of TENDERER during the contract tenure.
- Above charges should be exclusive of GST. GST will be paid as per actuals.
- For empaneling the agencies L1, L2, and L3 Bidder will be considered. L1, L2 and L3 will be the lowest Agency Service Charges (in percentage) offered by the bidder. Offered Service rate charge should not be less than equal to zero. If any bidder, quote zero or less than zero then his bid shall be treated as non-responsive and will be rejected out rightly.
- Bidder will be paid = (Man month Charges as per Column E + Agency Service Charges + GST @ Actuals).
- Bidder will **mandatorily pay the prescribed Man Month Charges as per Column E to the hired employee** on timely manner without depending on the TENDERER's bill processing & release of payment. **Further, during the contract tenure, it is found that bidder is not adhering these mandatory conditions, then in that case tenderer will terminate the contract and forfeit the PBG.**
- Bidder will have to provide all the categories asked in the RFP.
- Tenderer would revise the man month rates i.e. listed in column E of above for each of resource by 7% every year (From the date of deployment of deputed resources).
- Payment will be made on quarterly basis.

5.1. Payments Terms

- i.) The payments to the successful bidder will be made quarterly on acceptance of the invoice by the TENDERER or its designated agency.
- ii.) The successful bidder shall submit three original copies of invoices along with a certificate of satisfactory performance from reporting authority/in-charge. Invoice should be raised in English language only.
- iii.) An invoice will contain the items ordered under one Work order only. Bill / Invoice shall not be combined for more than one work order.
- iv.) The invoice would be processed for release of payment after due verification of the invoice and other supporting documents by the TENDERER or its designated agency.
- v.) Payment shall be made in Indian Rupees. While making payment, necessary TDS, income tax and any other applicable tax, if any, shall be deducted.

SECTION-6
ANNEXURES & FORMATS

Section – 6 Annexures & Formats

Format I

Proposal Covering Letter

(To be on the Bidder's letterhead duly Signed by Authorized Signatory)

Tender Ref No:

To
DGM (App)
Gujarat Informatics Ltd.
Block no. 2, 2nd floor, Karmayogi Bhavan,
Sector 10-A, Gandhinagar

Ref: RFP for empanelment of agencies to provide Technical manpower for Gujarat Informatics Limited/DST

Dear Sir,

We (Name of the bidder) hereby submit our proposal in response to notice inviting tender date And revised tender document no. xxxxxxxxxx Dated: 06.01.2020 and confirm that:

1. All information provided in this proposal and in the attachments, is true and correct to the best of our knowledge and belief.
2. We shall make available any additional information if required to verify the correctness of the above statement.
3. Certified that the period of validity of bids is 180 days from the last date of submission of proposal, and
4. We are quoting for all the items (including services) as per the price bid format Section-VII as mentioned in the RFP.
5. We the Bidder are not under a declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies.
6. We have an office in the state and relevant documents for the same are attached. We undertake that if the local presence is not there in the state, that we shall establish an office at Gandhinagar/ Ahmedabad, within 45 days from the date of the award of contract.
7. Gujarat Informatics Limited may contact the following person for further Information regarding this tender:
-
 - a. Name & Designation:
 - b. Full address of office
 - c. Email ID & Contact No.
8. We are uploading our Response to the RFP (Eligibility, technical and financial bid documents) as per the instructions set out in this RFP.

Yours Sincerely,

(Signature)

Name of Authorized Signatory:

Designation:

Date:

Name of the bidder:

Format II
Format for Power of Attorney

(To be provided in original on stamp paper of value required under law duly Signed by 'bidder')

Dated:

POWER OF ATTORNEY
To Whomsoever It May Concern

Know all men by these presents, we _____ (name and registered office address of the Bidder) do hereby constitute, appoint and authorize Mr./Ms./Mrs. _____ (Name of the Person(s)), domiciled at _____ (Address), acting as _____ (Designation and the name of the firm), as Authorized Signatory and whose Signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for award of Contract "RFP for empanelment of Agencies to provide Technical manpower for Gujarat Informatics Limited" , vide RFP (Tender Document) Document No. _____ dated _____ , issued by Gujarat Informatics Limited, including Signing and submission of all documents and providing information and responses to clarifications / enquiries etc. as may be required by Gujarat Informatics Limited or any governmental authority, representing us in all matters before Gujarat informatics Limited, and generally dealing with GIL in all matters in connection with our Proposal for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For -----

(Signature)

(Name, Title and Address)

Accept (Attested Signature of Mr./Ms./Mrs. _____)

(Name, Title and Address of the Attorney)

Note: To be executed by the Bidder - The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. - Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants(s).

Format III
Bank Guarantee format for Earnest Money Deposit

To
GM (App)
Gujarat Informatics Ltd
Block no. 2, 2nd floor, Karmayogi Bhavan,
Sector-10A, Gandhinagar

Dated:

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the Tender no: xxxxxxxxxxxxxxxxxxxx for -----
----- KNOW ALL MEN by these presents that WE -----
----- having our registered office at -----
----- (hereinafter called "the Bank") are bound unto the -----, Gujarat Informatics Limited in the sum of ----- for which payment well and truly to be made to Gujarat Informatics Limited , the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day of -----2018.

THE CONDITIONS of this obligation are:

The EMD may be forfeited, In case of a Bidder if:

- 1) The bidder withdraws its bid during the period of bid validity.
 - a. The Bidder does not respond to requests for clarification of their Bid.
 - b. The Bidder fails to co-operate in the Bid evaluation process.
 - c. The bidder, fails to furnish Performance Bank Guarantee in time.
- 2) The bidder fails to Sign the contract in accordance with this RFP
- 3) The bidder is found to be involved in fraudulent and corrupt practices

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

This guarantee will remain valid up to 6 months from the last date of bid submission. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the GIL and further agrees that the guarantee herein contained shall continue to be enforceable till the GIL discharges this guarantee The

Bank shall not be released of its obligations under these presents by any exercise by the GIL 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 GIL or any other indulgence shown by the GIL or by any other matter or things.

The Bank also agree that the GIL 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 TENDERER may have in relation to the SELLER's liabilities.

Dated at _____ on this _____ day of _____2018.

Signed and delivered by

For & on Behalf of
Name of the Bank & Branch &
Its official Address with seal

Approved Bank: All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative & 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 (http://www.gil.gujarat.gov.in/grs/DMO_2173_16_Apr_2018_714.pdf) issued by Finance Department or further instruction issued by Finance department time to time.

Format IV
PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.

Date:

To,
DGM (App)
Gujarat Informatics Ltd
Block no. 2, 2nd floor, Karmayogi Bhavan,
Sector-10A, Gandhinagar

Dear Sir,

WHEREAS..... (Name of Bidder) hereinafter called "the Bidder" has undertaken, in pursuance of Agreement dated, (hereinafter referred to as "the Agreement for "RFP for empanelment of Agencies to provide Technical manpower for Gujarat Informatics Limited (**Tender No. xxxxxxxxxxxxxxxxxxxx Dated: xx.xx.xxxx**) for the Department of Science & Technology, Government of Gujarat.

AND WHEREAS it has been stipulated in the said Agreement that the Bidder shall furnish a Bank Guarantee ("the Guarantee") from a scheduled bank for the sum specified therein as security for implementing PROJECT.

1. WHEREAS we _____ ("the Bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give the Gujarat Informatics Limited ("GIL") the Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

The Bank hereby irrevocably and unconditionally guarantees the payment of all sums due and payable by the Bidder to GIL under the terms of their Agreement dated _____. Provided, however, that the maximum liability of the Bank towards GIL under this Guarantee shall not, under any circumstances, exceed _____ in aggregate.

2. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from GIL in that behalf and without delay/demur or set off, pay to GIL any and all sums demanded by GIL under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from GIL to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address:

Attention Mr. _____.

3. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of months from the date of its execution. The Bank shall extend the Guarantee for a further period which may be mutually decided by the bidder and GIL.

The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:

- Any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements.
- Any breach or non-compliance by the Bidder with any of the terms and conditions of any Agreements/credit arrangement, present or Future, between Bidder and the Bank.

4. The BANK also agrees that GIL 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 BIDDER and not withstanding any security or other guarantee that GIL may have in relation to the Bidder's liabilities.

5. The BANK shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of GIL or any other indulgence shown by GIL or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK.

6. This Guarantee shall be governed by the laws of India and the courts of Gandhinagar shall have jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this Day of,2018

Witness

(Signature)
(Name)

(Official Address)

(Signature)
Bank Rubber Stamp
(Name)
Designation with Bank Stamp
Plus Attorney as per Power of
Attorney No.

Dated:

Approved Bank: All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative & 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 (http://www.gil.gujarat.gov.in/grs/DMO_2173_16_Apr_2018_714.pdf) issued by Finance Department or further instruction issued by Finance department time to time.

Format V
Financial Details of the Bidder

Turnover (In Lakh)		
2016 – 17	2017 – 18	2018 – 19

Note:

1. Upload the audited financial statement/ audited annual report of the last three financial years.

Name:

Designation:

Signature of the Authorized Signatory (with seal):

Format VI

Bid Processing Fees & Earnest Money Deposit Details

Sr. No.	Item	Amount (In Rs.)	Name of the Bank & Branch	Demand Draft No.
1	Bid Processing Fees			
2	Earnest Money Deposit (E.M.D.)			

ELIGIBILITY CRITERIA

Form No. A: Company Registration

Sr. No.	Name of Bidder	Certificate of Incorporation	Document Submitted or Not?
1			

Note: Please fill this form and upload the supporting documents.

Form No. B: Office in GUJARAT

Sr. No.	Address	Contact Person	Contact Nos.	Type of supporting document attached
1				
2				

Note: You may mention more than one office (if applicable) by adding multiple rows which may be added by "NUMBER OF ROWS TO ADD".

Form No. C: Project Experience

Sr. No.	Project	No. of person provided	Contact details of client	Type of supporting document attached
1				
2				

Note: You may mention more than one project by adding multiple rows which may be added by "NUMBER OF ROWS TO ADD".

Performa of Compliance Letter

(Submit copy on Bidder's letterhead duly signed by Authorized signatory)

Date : *dd /mm /yyyy*

To,
DGM (App)
Gujarat Informatics Ltd
Block no. 2, 2nd floor, Karmayogi Bhavan,
Sector-10A, Gandhinagar

Sub. : Compliance with the tender terms and conditions, specifications and Eligibility Criteria.

Dear Sir,

With reference to above referred tender, I, undersigned <<Name of Signatory>>, in the capacity of <<Designation of Signatory>>, is authorized to give the undertaking on behalf of <<Name of the bidder>>.

We have to inform you that we have read and understood the technical specifications and total requirements of the above-mentioned bid submitted by us on <<Date>>. We hereby confirm that all our quoted items meet or exceed the requirements and are absolutely compliant with specifications mentioned in the bid document.

We also explicitly understand that all quoted items meet technical specifications of the bid and that such technical specifications override the brochures/standard literature if the same contradict or not indicated in brochures.

We are not banned or blacklisted by any Government institution of India.

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

Thanking you,

For <Name of the bidder>>

<<Authorized Signatory>>

<<Stamp of the bidder>>

Declaration Letter

Physical submission on Company's letter head.

Date : <<dd-mm-yyyy>>

To,

DGM (App)

Gujarat Informatics Ltd

Block no. 2, 2nd floor, Karmayogi Bhavan,

Sector-10A, Gandhinagar

Subject: DECLARATIO N OF NOT BANNED/BLACKLISTED/DEBARRED

Dear Sir,

With reference to the tender “<<Tender Name>>”, I, undersigned <<Name of Signatory>>, in the capacity of <<Designation of Signatory>> certify that, our Company <<Name of the bidder>> is not banned or blacklisted or debarred by any Central/State Government Authority/Institution.

Signature : _____

Name : _____

Designation : _____

Name of the Company : _____

Date : ____ / ____ / ____ .

Place : _____ .

CONTRACT FORM

THIS AGREEMENT made on the _____ day of _____, 2018 ____ Between _____ (*Name of purchaser*) of _____ (*Country of Purchaser*) hereinafter "the Purchaser" of the one part and _____ (*Name of Supplier*) of _____ (*City and Country of Supplier*) hereinafter called "the Supplier" of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz., _____ (*Brief Description of Goods and Services*) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of _____ (*Contract Price in Words and Figures*) hereinafter called "the Contract Price in Words and Figures" hereinafter called "the Contract Price."

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2 The following documents shall be deemed to form and be read and construed as part of this Agreement, viz. :
 - 2.1 the Bid Form and the Price Schedule submitted by the Bidder;
 - 2.2 terms and conditions of the bid
 - 2.3 the Purchaser's Notification of Award
- 3 In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4 The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- 5 Particulars of the goods and services which shall be supplied / provided by the Supplier are as enlisted in the enclosed annexure :

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said _____ (For the Purchaser)

in the presence of _____

Signed, Sealed and Delivered by the

Said _____ (For the Supplier)

in the presence of _____

Affidavit Format

(This should be on Rs. 100/- duly notarized Non-Judicial Stamp Paper)

I, _____ <<Name of the bidder>> on behalf of <<Bidder's Company Name>> herewith confirm that <<Bidder's Company Name>> has 200 no. of employees on company's payroll which are working for the past one year.

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

Signed & Sealed by an authorized Signatory

[Name of the Company]

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