

Office of the Chief Electoral Officer

(Government of Gujarat)

Tender Document

For

**Selection of “State Level Agency” for
Office of the Chief Electoral Officer,
Gujarat State**

Tender no.: SWT280220197

Bid Processing Fee: 5,900/-

Earnest Money Deposit: 2, 00,000/-



Gujarat Informatics Ltd

**Block no. 2, 2nd floor, Karmayogi Bhavan,
Sector-10A, Gandhianagar-382010, Gujarat**

Ph. No. 23259237, FAX: 23238925.

www.gil.gujarat.gov.in

Date of submission of queries: 12.03.2020 up to 1500 hrs.

Date of Pre-bid meeting: 12.03.2020 at 1500 hrs.

Last date of Submission of Bid: 23.03.2020 up to 1500 hrs.

Opening of Technical Bid: 23.03.2020 at 1600 hrs.

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**COMPETITIVE BIDDING FOR SELECTION OF STATE LEVEL AGENCY (SLA) FOR
THE OFFICE OF THE CHIEF ELECTORAL OFFICER (CEO) - GUJARAT**

SECTION I: INVITATION FOR BIDS

On behalf of CEO, GIL invites sealed bids from interested bidders for the appointment as State Level Agency for providing Turnkey Solution for various projects and Programmes of the Chief Electoral Officer (CEO) Gujarat State for the period of five years from the date of award.

1. The Bidders may download the Tender documents from GIL website www.gujratinformatics.com as well as from <https://gil.nprocure.com>.

| | |
|---|--|
| Bid Processing Fee (Non Refundable) | Rs. 5,900 /- |
| Last date of Submission of queries (mehulp@gujarat.gov.in) | 12.03.2020 at 1500 hrs. |
| Date of Pre-bid meeting | 12.03.2020 at 1500 hrs. |
| Last date, time for Online Submission of bids online | 23.03.2020 up to 1500 hrs. |
| Date and time for Opening of Technical Bids | 23.03.2020 up to 1500 hrs. |
| Address for communication | Gujarat Informatics Ltd, Block no. 2, 2nd floor, Karmayogi Bhavan, Sector-10A, Gandhinagar- 382010, Gujarat. |
| Earnest Money Deposit (Refundable) | Rs. 2,00,000/- |
| Last date & Time for submission of EMD & Bid Processing Fees | 23.03.2020 up to 1500 hrs. |
| Validity of Tender | 180 days. |
| Contact Person | DGM(App), Gujarat Informatics Ltd. |
| | |
| | |

SECTION II: INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1 **Scope of Work:** For SLA and FMS: -

SCOPE OF WORK

The Election Commission of India has issued guidelines for appointment of an organization/Agency as State Level Agency (SLA) for providing necessary Technical support to the Chief Electoral Officer, District Election Officers (DEOs), EROs, ROs, AROs and to ensure compliance with the technical and quality standards specified by the Election Commission from time to time.

As per the Guidelines specified by the Election Commission, the State Level Agency should be an IT organization which is equipped to handle the work and has sufficient number of IT professionals. The State Level Agency should have the capacity to design, develop, support and roll out the tasks of ERMS (Electoral Roll Management System)/ERONet program from Election Commission of India (ECI). Agency should have the skills and capability for Program management, Data management, Vendor management, Training and Planning for logistic support for the activities like preparation of Electors Photo Identity Cards, Photo Electoral Rolls, Conduct of Lok Sabha/State Legislative Assembly election and Election Result Management. The State Level Agency should also have handled large databases of not less than 1000 GB size using DBMS and RDBMS. The SLA will have to implement and supervise the ERMS/ERONet program with the help of the Facility Management Team deployed at the district level.

The State Level Agency shall be expected to carry out the following activities:

❖ Design, Development and support for:

- Management of Electoral Contours mapping over Administrative Contours of the state
- Electors Photo identity cards.
- Photo electoral rolls.
- Rationalization of Polling Stations, Merging of Supplementary Roll and Integration of Electoral Rolls.

- Web based application for Poll Day Monitoring System.
 - Effective Integration / Solution on Web Casting.
 - Election staff randomization software and other election related information software.
 - Software to provide facility to electors to search their name, Locality/ Area of concerned Booth Level Officers details in English as well as in Gujarati.
 - SMS based querying system for citizens to provide Name, Area of BLO details.
 - Software to prepare district wise or Assembly-Parliamentary Constituency wise CD/DVD of latest Electoral Roll in PDF format (Image PDF) without photographs of Electors with interface to view Polling Station Wise Electoral Roll for the political Parties during General Election.
 - Software to extract Electoral Roll Database in the desired format as and when instructed by CEO / ECI.
 - Web-based application for uploading the affidavits filed by the Candidates during General Election or Bye Election and making available on public domain.
 - Web-based Application for uploading the Accounts of Expenditure filed by the candidates during General Election or Bye Election on public domain.
 - Reports of all the above mentioned Applications (around 200) including reports for Polling Station wise PDFs of Draft Electoral Roll and Supplementary Electoral Roll with and without Photo, Alphabetical Electoral Roll, BLO Register, EPICs, Pre-printed receipt for Non-photo entries reports.
 - Providing interface to Matdar Sahayata Kendra, Civic Centers, Citizen Facilitation Centers etc. during revision.
- ❖ Up-gradation, Continuous updation and Maintenance of the Website for the Office of Chief Electoral Officer Gujarat.
 - ❖ SLA has to help CEO or DEO in evaluation of the IT vendors technically for any ERONet, ERMS activity or any other IT related activities and to do the program management for completion of the task at Centre or at district level.
 - ❖ SLA has to remain present at Election Commission of India, New Delhi for attending meetings/demo etc. as per the instructions of the ECI. (Normally, train fare will be paid for such travels. However, special cases will be considered on merit by the CEO.)
 - ❖ Perform IT enabled support activities for the Chief Electoral Officer as and when required.
 - To train the staff at CEO and field level to enable them to use the IT Application, software, hardware etc.

- Provide support during Election Activity, Summary Revision of rolls and Intensive Revisions of Rolls
- Provide support for EPIC campaign
- Provide support for Randomization of staff/EVMs during Elections
- Assist CEO, DEO in reporting to ECI in the Standard Report Formats.
- *Provide support for the implementation and monitoring of applications provided by Election Commission of India on time to time basis. Provide technical support and monitoring of 1950 State and District Level Call Center.*
- Technical Assistance for Security Audit Certificate, Functional Testing, Load Testing for all the applications.
- **The above list is not exhaustive. The SLA will have to undertake and complete each and every task as per the instructions of the Election Commission and/or the Chief Electoral Officer issued from time to time.**

RESPONSIBILITIES OF STATE LEVEL AGENCY:

- The State Level Agency with the facility management team at districts shall be primarily responsible for providing IT consultancy, technical solutions and roll out support to the office of Chief Electoral Officer and District Election Offices, ERO and AERO Offices in implementing and maintaining all election related schemes, activities, programs announced by ECI.
- The State Level Agency shall also be responsible to ensure that the standards prescribed by Election Commission of India are strictly adhered with high level of quality parameters in every aspect of the delivery and implementation of all election related programs.
- The Cyber Security Regulations of the Election Commission of India (as amended from time to time) will have to be strictly adhered to by the SLA.
- All the SLA persons have to sign Non-Disclosure Agreement (NDA) as per the format prescribed by Election Commission of India under the Cyber Security Regulations of the ECI.

2 **Qualification Criteria:**

- 1) The Service provider should have at least 5 years of experience in terms of carrying out SLA activities with providing Electoral and Election Management Programme. Attach Certificate of Experience.
- 2) Total turnover of the firm should be at least **Rs. 10 Crores during each of last three years or cumulative of at least Rs. 30 Crores in last three years from IT Projects & Services and at least 1 Crore turnover in each of last three years or cumulative of at least Rs.3 Crores in last three years from Electoral and Election Management Programme.** The bidder must attach CA Certificates to that effect. The Bidder should have to upload the copies of the Audited Balance Sheet and Profit and Loss Accounts.
- 3) The bidder should have appropriate Quality Certification **“ISO 9001:2015” and CMMi level 3 or above.**
- 4) The bidder must have experience in handling Electoral Roll of more than 1, 00, 00,000 Electors in each of the last three years. The necessary supporting documents must be uploaded (Work Order, Work Completion Certificate etc.).
- 5) The bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Gujarat or any of its PSU in the State of Gujarat or any other State Government in India or Central Government or any of its PSU for any project. Certificate / affidavit mentioning that the Bidder is not currently blacklisted by Government of Gujarat or any of its PSU in the State of Gujarat or any other State Government in India or by the Central Government or any of its PSU due to engagement in any corrupt & fraudulent practices for any project, as per attached Self Declaration (Annexure 3).

3 **General Criteria:**

- 1) Consortium should not be allowed.
- 2) Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Tendering Authority.

4 **Cost of Bidding**

The Bidder shall bear all the costs associated with the preparation and submission of its bid, and “the Tendering Authority “in no case, will be

responsible or liable for these costs, regardless of conduct or outcome of the bidding process.

5 Bidding Document

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

6 Amendment of Bidding Documents

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

B. PREPARATION OF BIDS

7 Language of Bid

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

8 Bid Form

The Bidder shall complete the Bid Form and the appropriate Commercial Bid be furnished with the documents indicating the goods to be supplied & services to be provided, a brief description of the services & goods, quantity and prices.

9 Bid Prices

The Quote will be on the basis of Price Bid which includes everything prescribed in the scope of work.

10 Bid Currency

The Prices shall be quoted in Indian Rupees only.

11 Payment Terms

The payment will be made monthly by CEO Office on submission of bills.

12 Documents Establishing Bidder's Eligibility and Qualification

All bids submitted shall include the information and the documentary evidence of the Bidder's qualifications to perform the Contract mentioned in clause 18, if the bid is accepted to The Tendering Authority's satisfaction.

13 Documents establishing good's Eligibility and Conformity to Bidding Documents.

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

14 Earnest Money Deposit

- 1) The Bidder shall furnish, as part of bid, an EARNEST MONEY DEPOSIT in the form of a DD/BG drawn in favor of Gujarat Informatics Limited payable at Gandhinagar for an amount mentioned below.
- 2) Unsuccessful bidder's EARNEST MONEY DEPOSIT will be discharged / refunded as promptly as possible but not later than 30 days after the decision of the commercial bid is taken.
- 3) The successful bidder's EARNEST MONEY DEPOSIT will be discharged only after the completion of the contract papers.
- 4) The EARNEST MONEY DEPOSIT shall be forfeited:
 - i. If a Bidder withdraws its bid during the period of Bid validity specified by the bidder on the Bid Form;
 - ii. or in case of a successful Bidder, if the Bidder fails:
 1. to sign the Contract; or
 2. to furnish the performance security.
- 5) No exemption for submitting the EMD will be given to any agency

including SSI Units.

- 6) Any tender submitted without the EARNEST MONEY DEPOSIT will be summarily rejected.
- 7) The bidder is liable to pay liquidated damages and penalty imposed by the Tender Inviting Authority in the event of non-fulfillment of any of the terms or whole of the contract.

15 Period of Validity of Bids

- 1) Bids shall be valid from the date of financial bid opening for 180 days after the date of bid opening. The Tendering Authority shall reject a Bid valid for a shorter period as non-responsive.
- 2) In exceptional circumstances, the Tendering Authority may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

16 Performance Security Deposit (amount will be notified later)

- 1) Amount of Performance Security Deposit will be notified later.
- 2) The successful Bidder has to furnish a Security Deposit as to guarantee his/her (Bidder) performance of the contract.
- 3) The proceeds of the performance security shall be payable to the Tendering Authority as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 4) The Successful bidder has to submit Performance Bank Guarantee @ 10% of total order value within 30 days from the date of issue of Purchase Order for the duration of warranty of any of Nationalized Bank including the Public Sector Bank or Private Sector Banks authorized by RBI or Commercial Bank or Regional Rural Banks of Gujarat or Co-Operative Bank of Gujarat (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD-SD/102006/108/DMO Dated 30.03.2012 issued by Finance Department (The draft of Performance Bank Guarantee is attached herewith).
- 5) The validity of the Performance Security which will be submitted by the selected vendors should be valid for 5 years.

17 Receipt of Tenders and Tender Opening

- 1) The tender must be submitted online through <https://gil.nprocure.com>. In any case, no physical bid will be accepted.
- 2) The CEO & Gujarat Informatics Limited may extend the last date and time for receiving tenders after giving adequate notice on website in cases

where -

- i. The publication of the Tender Notice has been delayed.
- ii. The communication of changes in the tender documents to the prospective tenderers under Para 16 took time;
- iii. Any other reasonable grounds exist, for such extension which shall be recorded in writing by the CEO & Gujarat Informatics Limited.

18 Contents of Envelopes

- 1) Envelope for the EMD and Bid Processing Fee.
- 2) Envelope shall be marked as Envelope for “**EMD & Bid Processing Fee**” for the tender for “**Selection of SLA for the Office of the CEO**”.

C. SUBMISSION OF BIDS

19 Sealing and Marking of Bids

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

20 Deadline for Submission of Bids

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

21 Late Bids

The system itself will not accept the bid later than the time and date specified in the Invitation for Bids (Section I).

22 Withdrawal of Bids

- 1) The Bidder may modify or withdraw his bid before the last date of submission of bids through the e-Tendering website <https://gil.nprocure.com>.
- 2) No bid may be modified after the deadline for submission of the bids.
- 3) No bid may be withdrawn in the interval between the deadline for

submission of bids and the expiration of the period of the bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the bidder's forfeiture of its bid EMD.

D. BID OPENING AND EVALUATION OF BIDS

23 Opening of Bids by CEO/GIL

- 1) Office of the CEO /GIL will open all bids (only Technical Bids at the first instance) through the e-Tendering website of <https://gil.nprocure.com>, in the presence of bidder or his representative who choose to attend, and at the following address:

Gujarat Informatics Ltd
Block no. 2, 2nd floor, Karmayogi Bhavan,
Sector-10A, Gandhianagar-382010, Gujarat

- 2) The Bidder's representative who is present shall sign an attendance register evidencing their attendance. In the event of the specified date of Bid opening being declared holiday for the Tendering Authority, the Bid shall be opened at the appointed time and location on the next working day.
- 3) The Bidder's names, bid modifications or withdrawals, bid prices and the presence or the absence of requisite bid security and such other details as CEO, at his discretion, may consider appropriate, will be announced at the time of opening. No Bid shall be rejected at the opening, except for late bids, which shall be returned unopened to the bidders.
- 4) Bids that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.
- 5) Financial Bids of only those bidders who qualify on the basis of evaluation of technical bid & Technical Presentation will be opened in the presence of the qualified bidders or their representatives at pre-specified time and date which will be communicated to the qualified bidders well in advance.
- 6) The successful bidder will be decided on as per the formula given in the Annexure-1.

24 Clarification of Bids

During evaluation of bids, CEO/GIL may, at its discretion, ask the bidder for a clarification of its bid. The request for a clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

25 Contacting CEO/GIL

- 1) No Bidder shall contact CEO/GIL on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If he wishes to bring additional information to the notice of CEO/GIL, he should do so in writing. CEO/GIL reserves the right as to whether such additional information should be considered or otherwise
- 2) Any effort by a bidder to influence CEO/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.

E. AWARD OF WORK

26 Award Criteria

The Tender Committee present will award the contract to the successful bidder whose bid has been determined as the bidder achieving the highest combined technical and financial score, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

27 Area of operation

Area of operation will be the CEO Office, DEO/ERO offices.

28 CEO's Right to Vary Quantities at Times of Awards

The CEO reserves the right to increase or decrease by 15% of quantity of goods and services originally specified in the schedule of Requirements (rounded off to the next whole number) without change in other terms and conditions, at the time of awarding the Contract.

29 CEO's Right to Accept / Reject Any or All Bids

The CEO reserves the right to accept or reject any bid, or to annul the bidding process and reject all bids at any time prior to the award of Contracts, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the CEO's action.

30 Notification of Awards

- 1) Prior to the expiry of the period of the bid validity, the CEO/GIL will notify the successful bidder in writing. The bidder will confirm the same in writing through registered letter.
- 2) The notification of award will constitute the formation of the Contract.
- 3) Upon the successful bidder's furnishing of performance security pursuant to clause 16, the CEO/GIL will promptly notify each unsuccessful bidder.

31 Signing of Contract

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

32 Extension of Contract

- 1) The contract period is initially for a period of 7 years, which is extendable for a period of 3 years by CEO based on the performance of the successful bidder at the same rates and conditions. The performance of the bidder will be reviewed by CEO periodically.
- 2) After the term of this contract of 7 years, the CEO may consider, granting an extension for further period of 3 years on year to year basis to the same agency or may terminate the contract & call for fresh Tenders.
- 3) In case of termination of contract before contract period or after end of contract period, the agency will be responsible for transferring all the information to CEO.
- 4) The Chief Electoral Officer will have the right to terminate the contract at any point of time if the performance of the successful bidder is not satisfactory by giving 30 days' notice.
- 5) For any additional work to be carried out in the office of the CEO and/or at Districts under the Commission's instructions, the successful bidder will have to provide additional man power from the category mentioned in financial bid as per the rates given in the financial bid and approved by the CEO and other competent authority.

33 Corrupt or Fraudulent Practices.

The CEO requires that the bidders/suppliers/ contractors under this tender

observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, CEO 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 the public official in the procurement process or in contract execution; and
- “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or an execution of a contract to the detriment of CEO, 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 CEO of the benefits of the free and open competition;
- A proposal will be rejected for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- A firm will be declared ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.
- The past performance of the bidder will be considered & crosschecked if necessary. If the facts are proven to be dubious the bidder’s tender will be ineligible for further processing.

34 Interpretation of the clauses in the Tender Document / Contract Document

- 1) In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the Contract Document, CEO’s interpretation of the clauses shall be final and binding on all parties.
- 2) The decision taken by the Tender Committee in the process of Tender evaluation will be full and final.

35 Copy Rights

All applications / Software developed by the SLA for the CEO and all other deliverables will be the Copy Right Property of the Office of the Chief Electoral Officer, Gujarat State and the SLA will have to submit the same to CEO the periodically or as and when required by the CEO.

SECTION III: GENERAL CONDITIONS OF CONTRACT

1. Definitions

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

- 1) "The Contract" means the agreement entered into between CEO and the Service Provider, as recorded in the Contract Form Signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- 2) "Bidder" means any agency that is participating in the tender process.
- 3) "Service Provider" means any agency who is a successful bidder and to whom the contract has been awarded.
- 4) "CEO" means Chief Electoral Officer.
- 5) "The Contract Price" means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations;
- 6) "Day" means a working day.

2. Application

- a) These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Use of Contract Documents and Information

- 1) The Service Provider shall not, without the GIL/CEO's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of GIL/CEO in connection therewith, to any person other than a person employed by the Service Provider in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 2) Any document, other than the Contract itself, shall remain the property of CEO and shall be returned (in all copies) to CEO on completion of the Service Provider's performance under the Contract if so required by CEO.

4. Patent Rights

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

5. Penalty Clause

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

- i. Forfeit the performance Guarantee Amount. Or
- ii. Impose a proportionate penalty of the delivered price of the Goods or unperformed services. Or
- iii. Terminate the contract without giving 7 Days' notice.

b. Delays in deliverables: If the service provider cannot complete the work in the given time limit than the penalty@ 1% of total monthly bill value per day will be levied up to the maximum of 02 weeks.

6. Termination for Default or Otherwise

a. CEO may, without prejudice to any other remedy for breach of contract, by one-week advance notice of default sent to the service provider, terminate the Contract in whole or part:

- (i) if the service provider fails to deliver any or all of the services within the period(s), or within any extension thereof granted by CEO; or
- (ii) If the service provider fails to perform any other obligation(s) under the Contract.
- (iii) If the service provider, in the judgment of CEO has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

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

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

- (iv) If the Service Provider fails to conform to the quality requirement laid down/third party inspection/consultants opinion.

b. The bidder

- (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and

(ii) shall periodically permit the Client or its designated representative, and up to two years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client, if so required by the Client.

7. Force Majeure

- 1) For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchase either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 2) If a force Majeure situation arises, the Service Provider shall notify CEO in writing within 15 days of such conditions and the cause thereof. Unless otherwise directed by CEO in writing, the Service Provider shall continue to perform its obligations under the Contract as far as it reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

8. Termination for Insolvency

The CEO 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 CEO.

9. Resolution of Disputes

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

10. Taxes and Duties

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

11. Binding Clause

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

21. CEO/GIL, Gandhinagar, reserves the right:-

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

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

22. The decision regarding acceptance of tender by CEO/GIL will be full and final.

23. Conditional tenders shall be summarily rejected.

ANNEXURE

Annexure 1: Bid Evaluation

Technical Evaluation:

The technical evaluation will be carried out by applying the point system as specified below. Each responsive bid will be attributed a technical score. All those bidders whose technical score is more than 60 points will be considered for financial evaluation.

The break-up of the points for technical evaluation will be as under

| S. No | Heading | Points System | Marks |
|--------------|--|---|--------------|
| 1 | Bidder should be an established Information Technology Company/ IT System Integrator and should have been engaged in providing Electoral & Election Management Programme business for a period of at least five years as on 31.03.2019 | 5-8 Years = 5 Above 8 Years= 10 | 10 |
| 2 | Project Experience as State Level Agency to office of Chief Electoral Officer in India | 1 State = 5 2-3 States = 8 >4 States = 10 | 10 |
| 3 | ISO 9001:2015 and/or CMM/CMMi Certificate | ISO 9001:2015 & CMMi Level 3 = 3 & CMMi Level 5 = 5 | 5 |
| 4 | Electoral Roll & Election Management Programme Project> Rs. 3 Crore in last three years | 2-3 projects = 10 >5 projects = 15 | 15 |
| 5 | Number of employees in the organization | 50-100 = 2 101-300 = 4 301-500 = 6 501-1000 = 8 > 1000 = 15 | 15 |
| 6 | Presentation on Understanding of project and Approach and Methodology | Presentation | 45 |
| | Total Marks | | 100 |

Presentation Evaluation Criteria:

| Sr. no. | Evaluation Criteria | Max. Marks |
|--------------|--|------------|
| 1 | Approach & methodology for Electoral and Election management programme at CEO | 15 |
| 2 | Expertise in executing similar kind of project(Past experience & performance) | 10 |
| 3 | Experience of handling IT projects having Consultancy, Program Management and covering entire SDLC | 10 |
| 4 | Proposed deployment of manpower with requisite experience | 10 |
| Total | | 45 |

The technical score of the bidder will be calculated as Tn. The value of Tn should be > 60 points to qualify technically.

Financial Evaluation

The financial bids will be checked for any computational errors.

The Commercial bid of those bidders who qualify the technical evaluation will only be opened. All other Commercial bids will not be opened. The Commercial bids of the technically qualified bidders will be evaluated as per the evaluation criteria mentioned below:

The lowest evaluated Financial Proposal (Fmin) will be given the maximum financial score (Fn) of 100 points. The financial scores (Fn) of the other Financial Proposals will be computed as per formula for determining the financial scores given below:

$$Fn = 100 \times Fmin / Fb$$

Where,

Fn = normalized finance score for the bidder under consideration

Fb = absolute financial value for the bidder under consideration

Fmin = minimum absolute financial value for the bidder

Final Bid Evaluation:

Proposals will be ranked according to their combined technical (Tn) and financial (Fn) score using weights (0.60 is the weight given to the Technical Proposal; 0.40 is the weight given to the Financial Proposals).

The combined technical and financial $S = T_n \times 0.60 + F_n \times 0.40$

The bidder achieving the highest combined technical and financial score will be awarded the assignment.

Service requirements and locations.

| Services Required | No of persons at office of the CEO (Gandhinagar) | No of persons at the office of DEOs (33 district offices) |
|--|---|--|
| Functional Manager | 1 | |
| DBA | 1 | |
| System Administrator | 1 | |
| Programmer | 2 | |
| System Support Executives | | 33 |
| System Support Executives (Call Center) | 3 | |

Qualification Criteria of Services:

| Services Required | Experience in Years |
|--|--|
| Functional Manager | 7 to 10 years of programming experience with ASP.NET 3.5 & above Web services/WCF, Ajax, Javascript/Jquery, (back end Oracle + SQL Server) 7 to 10 Years of experience in handling activities related to Electoral Roll preparation, Election Management, EVM Management. Experience of at least three General Elections. |
| DBA | Minimum 2 years of experience as independent DBA (Database of more than 1 Crore of Records) |
| System Administrator (Windows Server 2008/2012) | 2 to 3 years of experience as independent System Administration on Windows Server 2008 Minimum 2 Years of experience of handling activities related to Electoral Roll Management and Election Management Systems at State Level. Experience of at least one General Election. |

| | |
|--|--|
| Programmer | Minimum 3 years of programming experience with ASP.Net 3.5 & above, Web services/WCF, Ajax, Javascript/Jquery, (back end Oracle + SQL Server) Minimum 2 Years of experience of handling activities related to Electoral Roll Management and Election Management Systems at State Level. Experience of at least one General Election. |
| System Support Executives | Minimum Three Years of Experience of IT and minimum 6 months of experience of handling activities related to Electoral Roll Management and Election Management at District Level. |
| System Support Executives (Call Center) | Minimum one year of Experience of IT and minimum 6 months of experience as call center agent. |

Additional Services required in future.

For any additional work to be carried out in office of the CEO and/or at Districts under the Commission's instructions, the successful bidder will have to provide additional man power from the below mentioned category as per the rates given in the Financial bid and approved by the CEO and other competent authority.

| Services Required | At office of the CEO (Gandhinagar) | At office of the DEOs (33 district offices) |
|---------------------------|---|--|
| Functional Manager | | |
| DBA | | |
| System Administrator | | |
| Programmer | | |
| System Support Executives | | |

Annexure 2: Financial Bid Format

| Sr.No. | Resources | No. of resources | Amount Per Month (Rs.) | Duration of contract (In Months) | Total Amount (Rs.) |
|---------------|--|-------------------------|-------------------------------|---|---------------------------|
| | | A | B | C | D = A * B * C |
| 1 | Functional Manager | 1 | | 84 | |
| 2 | DBA at CEO Office, Gandhinagar | 1 | | 84 | |
| 3 | System Administrator at CEO Office, Gandhinagar | 1 | | 84 | |
| 4 | Programmer at CEO Office, Gandhinagar. | 2 | | 84 | |
| 5 | System Support Executives at CEO Office, Gandhinagar. | 3 | | 84 | |
| 6 | System Support Executives at DEO office (1 per district branch offices) | 33 | | 84 | |
| | Grand Total (Rs.) | | | | |

Note:

- All taxes are extra as applicable at the time of invoicing.
- The grand total of item no. 1 to 6 will be considered for final evaluation.

Annexure 3: Self-Declaration

The

-----,

Sir/Madam,

Having examined the Bidding Documents including Bid No.: ----- the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide services for -----.

We undertake, if our bid is accepted, to provide services, in accordance with the terms and conditions in the Tender document.

If our bid is accepted we will obtain the guarantee of a bank for a sum equivalent to 10% of the Contract value, in the form prescribed by the purchaser.

We agree to abide by this bid for a period of 120 days after the date fixed for opening of Price Bid section under the Instruction to Bidders and shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We understand that in competing for (and if the award is made to us, in executing the above contract), we will strictly observe the laws against fraud and corruption in force in Gujarat namely Prevention of Corruption Act 1988.

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

We have not been under a declaration of ineligibility for corrupt and fraudulent practices, and / or black-listed or debarred by any State/Central Govt. Department or its PSU in the past 5 years, ending on 31st December 2019. We have not imposed any condition in conflict with the tender condition if it is found it should be treated as withdrawn.

We have not been convicted for any criminal cases(s) by any State/Central Govt. Department or its PSU regarding any supply and contracts with our firm/company.

We have not breached/violated any contractual conditions so far to any State/Central Govt. Department or its PSU.

In case any of the above statements made by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD and / or PBG and / or cancel the award of contract

Dated this _____ day of _____ 2020

Signature: _____

(in the Capacity of) : _____

Duly authorized to sign bid for and on behalf of

Annexure 4: BID FORM

Date:

Tender No:

To,

DGM (App)

.....

Dear Sir,

Having examined the Bidding Documents including Agenda Nos. _____ (insert numbers, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to tender "Selection of "State Level Agency" for Office of the Chief Electoral Officer, Gujarat State "in conformity with the said bidding documents for the same as per the technical and financial bid and such other sums as may be ascertained in accordance with the Financial Bid attached herewith and made part of this bid. We have not placed any condition for the bid on our part and agree to bind ourselves to the terms and conditions of this tender unconditionally. Any conditions placed by us elsewhere in the present bid are hereby withdrawn unconditionally.

We undertake, if our bid is accepted, to tender the services in accordance with the delivery schedule which will be specified in the contract document that we will sign if the work order given to us.

If our bid is accepted, we will obtain the guarantee of a bank for the sum indicated as per tender document for the due performance of the Contract, in the form prescribed by CEO.

We agree to abide by this bid for a period of 180 (One hundred and eighty only) days after the date fixed for bid opening of the Instruction to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

Name: _____

Address: _____

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

Dated this _____ day of _____ 2020

Signature

(in the capacity of)

Duly authorized to sign Bid for and on behalf of _____.

Annexure 5: Format of Earnest Money Deposit in the form of Bank Guarantee

Ref:

Bank Guarantee No.

Date:

To,

DGM (App.)

Gujarat Informatics Limited

Karmayogi Bhavan, Block No. 2, 2nd Floor,

Sector - 10, Gandhinagar - 382017

Gujarat, India

Whereas ----- (here in after called "the Bidder")
has submitted its bid dated ----- in response to the Tender no: SWT280220197 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 -----
-----2020.

THE CONDITIONS of this obligation are:

1. The E.M.D. may be forfeited:

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

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

This guarantee will remain valid up to 12 months from the last date of bid submission. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee

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

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

Dated at _____ on this _____ day of _____ 2020.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &

Its official Address

Approved Bank: All Nationalized Bank including the public sector bank or Private Sector Banks or 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.

ANNEXURE 6: CONTRACT FORM

THIS AGREEMENT made the _____ day of _____, 2020 ____
Between _____ (Name of purchaser) of
_____ (Country of Purchaser) hereinafter “the Purchaser”
of the one part and _____ (Name of Service Provider)
of _____ (City and Country of Service Provider) hereinafter called
“the Service Provider” of the other part:

WHEREAS the Purchaser is desirous that services viz.,

_____ (Brief Description of Services) and has accepted a bid by the Service Provider for
_____ (Name of purchaser).

The following rates are decided to tender above referred services 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 Scope of Work as per the tender document;
 - 2.2 All Terms & Conditions of Tender.
 - 2.3 Financial Bid submitted by Service provider.
 - 2.4 Minutes of Negotiation meeting
 - 2.5 The Purchaser’s Notification of Award
 - 2.6 Clarifications/ corrigendum issued during the selection process.
- 3 In consideration of the payments to be made by the _____ (Purchaser) to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the _____ (Purchaser) to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4 _____ (Purchaser) hereby covenants to pay the Service Provider in consideration of the provision of the 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 services which shall be supplied / provided by the Service Provider 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 Service Provider)

in the presence of _____

ANNEXURE 7: PERFORMANCE SECURITY FORM

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.

Date:

To

Name & Address of the Purchaser/Indenter

Dear Sir,

In consideration of Name & Address of the Purchaser/Indenter, Government of Gujarat, Gandhinagar (hereinafter referred to as the OWNER/PURCHASER which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having awarded to M/s.

..... having Principal

Office at (hereinafter referred to as the

“SELLER” which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the supply of

_____ by issue of Purchase Order No..... Dated issued by

Gujarat Informatics Ltd. ,Gandhinagar for and on behalf of the OWNER/PURCHASER and the

same having been accepted by the SELLER resulting into CONTRACT for supplies of

materials/equipment as mentioned in the said purchase order and the SELLER having agreed to provide a Contract Performance and Warranty Guarantee for faithful performance of the aforementioned contract and warranty quality to the OWNER/PURCHASER,

_____ having Head Office at (hereinafter referred to as the 'Bank' which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the sum of Rs. _____ (Rupees _____) to the OWNER/PURCHASER on demand at any time up to _____ without a reference to the SELLER. Any such demand made by the OWNER/PURCHASER on the Bank shall be conclusive and binding notwithstanding any difference between Tribunals, Arbitrator or any other authority.

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

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

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

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs. _____ (Rupees _____) and it shall remain in force up to and including _____ and shall be extended from time to time for such period as may be desired by the SELLER on whose behalf this guarantee has been given.

Dated at _____ on this _____ day of _____ 2020

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch & Its official Address

Approved Bank: All Nationalized Bank including the public sector bank or Private Sector Banks or 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.

Annexure 8: AFFIDAVIT TO BE SUBMITTED PHYSICALLY ALONG WITH EMD & BID
PROCESSING FEES

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

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

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

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

| Sr. No. | Name of the Document |
|---------|----------------------|
| 1 | |
| 2 | |

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

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

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

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

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

I/We confirm that I I We have meticulously filled in, checked and verified the enclosed documents I certificates I permissions I permits I affidavits I information etc. from every aspect and the same are enclosed in order (i.e. in chronology) in which they are supposed to be enclosed. Page numbers are given on each submitted document. Important information in each document is "highlighted" with the help of "marker pen" as required.

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

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

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

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

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

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

I/We hereby commit that we have paid all outstanding amounts of dues /taxes/cess/charges/fees with interest and penalty.

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

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

Date:

Stamp & Sign of the Tenderer

Place:

(Signature and seal of the Notary)

Annexure 9: Particulars of the Bidder's Organization

| S.No. | Particulars | Details |
|-----------------------------------|---|---------|
| Basic information of Organization | | |
| I. | Name of firm | |
| II. | Address of the corporate headquarters with Name, Address, telephone no., contact person, mobile no., email ID | |
| III. | Date of incorporation | |
| IV. | PAN/TAN/Service Tax Details | |
| V. | List of current directors | |
| VI. | Other key management persons | |
| VII. | Key contact person/s for this project along with designation and contact details (Mobile no., email ID etc.) | |

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

(Authorized Signatory)

Name: _____

Designation & Authority: _____

Place: _____

Date: _____

Stamp: _____

Company Name: _____

Business Address: _____

Note: - Kindly attach necessary supporting documents

Annexure 10: Format for Financial Capability

| Financial Information | | | |
|--|------|------|------|
| | FY 1 | FY 2 | FY 3 |
| Total Turnover(in INR Crores) | | | |
| Turn over from IT related services(in INR Crores) | | | |
| Turn over from Software Consultancy, development and implementation(in INR Crores) | | | |
| Profit after tax(in INR Crores) | | | |
| Net worth(in INR Crores) | | | |
| Other relevant information | | | |

Note: Please attach relevant sections of the documentary proofs

Annexure 11: Format for Relevant Experience

| | |
|---|--|
| Assignment name: | Approx. value of the contract: |
| Country: Location within Country: | Duration of assignment(months): |
| Name of Client: | Total No of staff-months of the assignment: |
| Address: | Approx. value of the services provided under the contract (in Current INR): |
| Start Date(Month/Year):Completion Date(Month/Year): | Number of Man-Months of Professional Staff Provided by Associated Consultants: |
| Project Completion Certificates: | Licensing/User Base/Geographical Spread: |
| Acceptance from Concerned Officers: | Name of senior professional staff of your firm Project Manager: |
| Narrative Description of Project: | |
| Description of Actual Services Provided by SI/Vendor: | |

Note: Please attach relevant documentary proofs

Annexure 12: Proposed Project Team

The entire team of the project proposed by bidder will be at onsite/Client location/CEO office.

Using the format below, please provide the summary information on the profiles you propose to include for evaluation and the roles they are expected to play in the project:

| Sl. No. | Proposed Role | Number of Resources | Area of Expertise | Key Responsibilities |
|---------|---------------|---------------------|-------------------|----------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

CV for Professional Staff Proposed

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

| Sr. No. | Description | Details |
|---------|---|---------|
| 1 | Name | |
| 2 | Designation | |
| 3 | Role proposed for | |
| 4 | Current responsibilities in the responding firm | |
| 5 | Total years of relevant experience | |
| 6 | Years of experience with the responding firm | |
| 7 | Educational qualifications: | |

| | | |
|---|---|--|
| | Degree | |
| | Academic institution graduated from | |
| | Year of graduation | |
| | Specialization (if any) | |
| 8 | Professional certifications (if any) | |
| 9 | Professional Experience details (project-wise): | |
| | Project name | |
| | Client | |
| | Key project features in brief | |
| | Location of the project | |
| | Designation | |
| | Role | |
| | Responsibilities and activities | |
| | Duration of the project | |

Annexure 13: PERFORMANCE BANK GURANTEE

(To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.

Date:

To

Name & Address of the Purchaser/Indenter

Dear Sir,

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

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee. OWNER/PURCHASER shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance by the SELLER of the aforementioned CONTRACT. The OWNER/ PURCHASER shall have the fullest

liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the SELLER, and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned CONTRACT between the OWNER/PURCHASER and the SELLER or any other course of or remedy or security available to the OWNER/PURCHASER.

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

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

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs. _____ (Rupees _____) and it shall remain in force up to and including _____ and shall be extended from time to time for such period as may be desired by the SELLER on whose behalf this guarantee has been given.

Dated at _____ on this _____ day of _____ 2020

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &

Its official Address

List of approved Banks:

All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2015/508/DMO dated 27.04.2016, dated 14.06.2016 & dated 16.04.2018 issued by Finance Department or further instruction issued by Finance department time to time.