

**RFP for Empanelment
of
CERT-In Empaneled Security Auditor
for
Security Audit of all GoG websites, Web
Applications, Mobile Applications
hosted in GSDC & NIC**

(December, 2021)

(Tender No. SWT231221212)



Gujarat Informatics Ltd

Block No. 2, 2nd Floor, C & D Wing, Karmayogi Bhavan

Sector - 10 A, Gandhianagar-382010, Gujarat

Ph. No. 23259237, 23259240, Fax: 23238925.

www.gil.gujarat.gov.in

Last date of submission of pre-bid queries :	05.01.2022 up to 1500 hrs
Date of pre-bid meeting :	05.01.2022 up to 1500 hrs at GIL
Last date for submission of Bids (online) :	18.01.2022 up to 1500 hrs
Date of opening of bids :	18.01.2022 up to 1600 hrs

Background:

The Government of Gujarat is planning for taking an initiative for making all GoG websites secure and vulnerabilities free. To achieve this initiative, it has been decided that all GoG websites must go under a bulk security audit through CERT-In empaneled Security auditor twice in a year by GIL.

As a part of the initiative, GIL invites the proposal for security audit of all GoG websites hosted and proposed for hosting on Gujarat State Data Center (GSDC) which must be conducted **twice in a year with a gap of six months**. There are more than 350 websites (most websites are CMS Based) and 150+ Web applications and 5+ Mobile Applications hosted in GSDC.

Based on the scope of work for empaneling, at least two agencies will be empaneled for the process of security audit of websites, web applications and mobile applications hosted and proposed for hosting on GSDC/NIC.

Bidder intending to be empaneled by GIL has to submit EMD and bid processing fees as per following details;

1.	Tender No:	SWT231221212
2.	Contract Period	1 years
3.	Last date for submission of Online bid	18.01.2022 up to 1500 hrs
4.	Bid Processing Fees:	Rs 1,770/-
5.	Earnest Money Deposit (refundable)	Rs. 1,00,000/-
6.	Last Date and time of Submission of query in GIL	05.01.2022 up to 1500 hrs Note: Proposal must be submitted online on https://gil.nprocure.com website. If you have any query, then please send us by email on ddict-gil@gujarat.gov.in ; exegil-sw6@gujarat.gov.in hirenp@gujarat.gov.in
7.	Place, date and time for opening of Preliminary bid	18.01.2022 up to 1600 hrs. Gujarat Informatics Ltd. Block No. 2, 2 nd Floor, C & D Wing, Karmayogi Bhavan, Gandhinagar
8.	Place, date and time for opening of financial / commercial proposal	The place, date and time for opening of financial/commercial proposal will give to the technically qualified bidder later on. Gujarat Informatics Ltd. Block No. 2, 2 nd Floor, Karmayogi Bhavan, Gandhinagar

9.	Validity of Tender	180 days.
10.	Contact Person	Deputy Director (IT), Gujarat Informatics Ltd

EMD shall be submitted in the form of **Demand Draft or an unconditional Bank Guarantee (which should be valid for 9 months from the last date of bid submission)** of any Nationalized Bank (operating in India having branch at Ahmedabad/ Gandhinagar) in the name of "Gujarat Informatics Ltd." payable at Gandhinagar **(as per prescribed format given at Form-5)** and it must be submitted along with the covering letter. Also, the bidder must submit the Affidavit in physically form to the GIL as per the Form No. 6. before the due time of bid opening. Bidders can upload the scan copy of EMD on the portal.

- Interested bidders may download the RFP document from the website <https://gil.nprocure.com> Portal OR www.gil.gujarat.gov.in.
- This RFP document is not transferable.
- If any specified date for submission or opening of bid is declared as a holiday for GIL office than the next working day should be considered as the appointed day with the same time schedule.

Note: Bidders who wish to participate in this bid will have to register on <https://gil.nprocure.com>. Further bidders who wish to participate in online bids 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 agency licensed by Controller of Certifying Authority, Govt. of India. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.

Regarding the Technical Details the following documents need to be submitted on Nprocurement Portal:

1. Copy of valid empanelment certificate issued by CERT-in.
2. Copy of licenses of the tools which will be used for security audits. In case of open source, submit the undertaking for the same with details.
3. Details of Proposed manpower to be deployed.
4. GST Registration Certificate along with TIN no.
5. The bidder/Auditor should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Gujarat or any of the PSU in the state of Gujarat. Certificate / affidavit mentioning that the Bidder is not blacklisted/ debarred by Government of India or by Government of any State in India or any of the PSUs in the state of Gujarat due to engagement in any corrupt & fraudulent practices. It is mandatory to submit such Self-Declaration.

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

1. INTRODUCTION

1.1 Sources of Funds

- a. GIL on behalf of DST is calling the Service Providers (SP) for the process of empaneling of a CERT-In Empaneled Security Auditor for the Security audit of all GoG websites, web application and mobile application hosted and proposed for hosting on GSDC.
- b. The empanelment will be done by DST/GIL and the payment for the services mentioned in the said work order will be made by GIL from their own sources of funds as per the financial terms and conditions mentioned in this document.

1.2 Cost of Bidding

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

1.3 Applicable Law

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

1.4 Governing Language

- a. The contract shall be written in English language. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

1.1.1 1.5 Clarification of Bidding Documents

- b. A prospective bidder requiring any clarification of the bidding documents may seek clarification of his/her query on the date indicated on RFP clause of this document. GIL will respond to any request for the clarification of any bidding documents, which it receives during the meeting on the date mentioned on the RFP clause of this document GIL shall hold a pre-bid meeting with the prospective bidders on date & time given in Section 1.
- c. The Bidders will have to ensure that their queries for pre-bid meeting should reach to Name, Address, Fax and email id of the officer mentioned by post, facsimile or email on or before on date & time given in Section 1

Bidder's Request For Clarification			
Name of Organization submitting request		Name & position of person submitting request:	Address of organization including phone, fax, email points of contact
Sr.No.	Bidding Document Reference (Clause /page)	Content of RFP requiring clarification	Points of Clarification required
1			
2			

Gujarat Informatics Limited shall not be responsible for ensuring that the bidder's queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the GIL.

2. THE BIDDING DOCUMENTS

2.1 Contents of Bidding Documents

- a. The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents in format 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 its bid.

2.2 Amendment of Bidding Documents

- a. At any time prior to the deadline for submission of bids, GIL may, for any reason, whether on its own initiative or in response to the clarification requested by a prospective bidder, modify, change, incorporate or delete certain conditions in the bidding document.
- b. Amendment will be published on website. All prospective bidders are requested to browse GIL website & any amendments/ corrigendum/ modification will be notified on the website/ portal and such modification will be binding on them.
- c. 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.

3. PREPARATION OF BIDS

3.1 Language of Bid

- a. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and GIL shall be in English language.

3.2 Bid Form

- a. The Bidder shall complete the Financial Bid as per format and as Annexure respectively. The bidder shall also complete the Bid Form and submit along with financial bid.

3.3 Bid Prices

- a. The Bidder shall indicate the prices in the format mentioned in Financial Bid.
- b. Following points need to be considered while indicating prices:
 - i. The prices quoted should also include inland transportation, insurance, and other local costs incidental to delivery of the goods and services to their final destination within the state of Gujarat
 - ii. The rates of any Indian duties, GST which will be payable by the tenderer, if this contract is awarded, should be quoted separately.

3.4 Taxes and Duties

- a. Service providers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted software / service to DST/GIL. However, GST in respect of the transaction between DST/GIL and the service provider shall be payable extra, if so, stipulated in the Notification of Award.

3.5 Bid Currency

- a. Prices shall be quoted in Indian Rupees only.

3.6 Earnest Money Deposit

- a. Earnest Money Deposit **Rs. 100000/- (Rupees One Lakh only)** in the form of **Demand Draft an unconditional Bank Guarantee (which should be valid for 9 months from the last date of bid submission)** of any Nationalized Bank (operating in India having branch at Ahmedabad/ Gandhinagar) in the name of "Gujarat Informatics Ltd." payable at Gandhinagar **(as per prescribed format given at Form-5)** and it must be submitted along with the covering letter. Also, the bidder must submit the Affidavit in physically form to the GIL as per the Form No. 6. before the due time of bid opening. Bidders can upload the scan copy of EMD on the portal.
- b. Proposals not accompanied by EMD shall be considered as non-responsive and rejected.
- c. The successful bidder's EMD will be discharged from GIL only after the signing of the contract and submission of performance security.
- d. Unsuccessful bidder's EMD will be discharged / refunded as promptly as possible, at least 30 days before the validity period of the bid expires.
- e. 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 where a successful bidder fails to sign the contract or to furnish the performance security.
- f. No exemption for submitting the EMD will be given to any agency.

Note: Failing to submit physical covers of EMD and bid processing fees at GIL on or before 18.01.2022 upto 1500 hrs may lead to the rejection of the bid.

Period of Validity Bids

- a. Bids shall be valid for 180 days after the date of bid opening prescribed by GIL. A Bid valid for a shorter period shall be rejected by GIL as non-responsive.
- b. In exceptional circumstances, GIL may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its EMD. A Bidder granting the request will not be permitted to modify its bid.

4. SUBMISSION OF BIDS

4.1 Sealing and Marking of Bids

- a. All bids must be submitted online at <http://gil.nprocure.com> as per the formats mentioned in the RFP.
- b. Telex, cable, e-mailed or facsimile bids will be rejected.

4.2 Deadline for Submission of Bids

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

4.3 Late Bids

- a. EMD and bid processing fees received by GIL after the deadline for submission of bids will be rejected and/or returned unopened to the Bidder/as per Nprocurement General Terms & conditions.

4.4 Modification and Withdrawal of Bids

- a. The Bidder may modify or withdraw his bid before the last date of submission of bids.
- b. No bid may be modified after the deadline for submission of bids.
- c. No bids 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 may result in the Bidder's forfeiture of its EMD.

4.5 Unconditional Bid

- a. Bidders shall not put any condition of any kind in the Technical and Financial Bid, failing which the bid shall be rejected and considered as non-responsive.

4.6 No Variable Cost in Financial Bid

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

5 BID OPENING

5.1 Opening of Bids by DST/GIL

- a. DST/GIL will open Financial bids in the presence of Committee members and Bidders or his representative who choose to attend, and at the following address:
Gujarat Informatics Ltd, Block No. 2, 2nd Floor, Karmayogi Bhavan, Gandhinagar.
- b. Preliminary stage and Financial Bids will be opened in the presence of the bidders and/or their nominated representatives on a pre-specified time and date. The Bidder's representative who is present shall sign an attendance register as evidencing their attendance. In the event of the specified date of Bid opening being declared holiday for GIL office, the Bid shall be opened at the appointed time and location on the next working day.
- c. The tenderer may remain present himself / herself or his / her authorized representative at the time of opening the tender. Only authorized representative will be allowed to attend the meeting of the Tender Committee.

5.2 Clarification of Bids

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

5.3 Preliminary Examination

- a. GIL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

- b. Prior to the detailed evaluation, GIL will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which confirms to all the terms and conditions of the bidding documents without material deviation. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security, Warranty, Applicable law and Taxes and duties will be deemed to be material deviations. GIL determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- c. If a Bid is not substantially responsive, it will be rejected by GIL and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- d. Conditional bids are liable to be rejected.

5.4 Contacting DST/GIL

- a. No Bidder shall contact DST/GIL on any matter relating to its bid, from the time of the bid opening to the time of contract is awarded. If he wishes to bring additional information to the notice of DST/GIL, he should do so in writing. DST/GIL reserves its right as to whether such additional information should be considered.
Any effort by a Bidder to influence DST/GIL in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the Bidder's bid and forfeiture of his EMD amount.

6. ELIGIBILITY CRITERIA (Pre-Qualification)

Sr no	Basic Requirement	Eligibility Criteria	Document Proof
1	CERT-IN empanelled agency	Bidder must be CERT-IN empanelled agency	CERT-IN registration number with document.
2	Other legal documents	a. GST Certificate b. Copy of PAN c. Articles of Association/ Company Registration (depending on company type)	Copy of the valid documents.
3	Blacklisting	The responding firm must not be blacklisted by any Central / State Department / establishments in India at any point of time for breach of ethical conduct or fraudulent practices.	A self-declaration that the bidder has not been blacklisted has to be submitted on Stamp paper or duly stamped otherwise and has to be notarised by a Notary public or commissioner of oaths. In case it is found after issuing

			Work Order that the concerned organization is blacklisted by any Central / State Department / establishments in India, the work order will be cancelled.
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7. AWARD OF CONTRACT

7.1 Post Pre-Qualification

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

7.2 Submission of bids

- a. The bidder shall fill the required details / data / information in the prescribed form of Tender document.
- b. EMD and Technical Bid with all the relevant documents (including Annexures & Schedules excluding Price Bid) as per requirement of the Tender must be submitted online. While submitting online on portal the bidder should invariably submit his tender with all the relevant documents (in Envelopes) as per the requirement of the Tender (Excluding Price Bid). The envelopes should be suitably super scribed as follows:
 - Envelope 1: "Tender Notice No. and EMD"
 - The bidder shall fill the required details / data / information in the prescribed form of Tender document.
- c. No tender will be accepted after prescribed closing time for submission of the same. The delay will not be considered for any reason whatsoever including postal / transit delay/Technical reason. However, if the last date of submission of tenders is declared as a holiday by the Government, the last date of submission of tenders will be extended to the next working day.
- d. Bidders are requested to submit Price bid ONLINE and not to submit the Price bid in physical form. This is mandatory. If price bid is submitted in physical form, same will not be opened.
- e. GIL at its discretion can extend the last date for submission of Tender by amending the Bid Document in which case all rights and obligations of GIL and Bidder will thereafter be subject to the last date as extended. The Bidder shall be responsible for extending the Validity of Tender Offer, accordingly, failing which his Bid shall be rejected as non-responsive.
- f. Telegraphic Tender will not be entertained.
- g. The bidder should read this document very carefully and comply with the instructions / terms / conditions therein. Any tender who does not confirm with the instruction / terms / conditions therein is liable to be rejected without any reference.

7.3 Bid Evaluation Process

- a. 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.
- b. The bidders are expected to provide all the required supporting documents & compliances as mentioned in this RFP.
- c. 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.
- d. The basis of price bid evaluation shall be "Quality and Cost Based Selection (QCBS)".
- e. Tenderer may negotiate the lowest Service charge rate offered with L1.

7.4 Award Criteria

- a. As mentioned in this RFP document this is an empanelment RFP wherein minimum two bidders may be empaneled provided, they match the L1.
- b. In continuation to the above point, if any bidder such that L2 or L3 rejects the matching of L1 price than the next bidder will be called for matching the L1 price and this process will continue till empanelment of minimum two bidders are finalized.
- c. Post empanelment, the Tenderer may discretionarily allocate the work among the empaneled bidders. The empanelment does not guarantee work allotment to the empaneled agency. In case of non-performance, GIL reserves the right to terminate the service(s) of the empaneled party(ies) and redistribute the work between the performing firm and next lowest bidder with an understanding that the next lowest bidder shall match the prices of L1.

7.5 DST/GIL's Right to Accept Any Bid and to reject any or All Bids

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

7.6 Notification of Awards

- a. Before the expiry of the bid validity, concerned DST/GIL will notify the successful bidders in writing that their bid has been accepted.
- b. The notification of award will constitute the formation of the Contract.
- c. Contract will be initially for a period One year and can be extended through mutual consent. Yearly performance review shall be done before extension of the contract.

7.7 Signing of Contract

- a. At the same time as DST/GIL notifies the successful Bidder(s) that its bid has been accepted, DST/GIL will send the bidder the Contract Form, incorporating all the agreements between two parties.

- b. Within 15 working days of receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to DST/GIL.

7.8 Performance Security

- a. The successful Bidder(s) has to furnish a security deposit as a performance guarantee of the contract.
- b. The Successful bidder must submit Performance Bank Guarantee @ 10% of total order value within 15 working days from the receipt of notification of award from GIL. The bank guarantee must be submitted in the name of "GIL" from any 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/10/2020/42/DMO dated 19.10.2020 issued by Finance Department or further instruction issued by Finance department time to time.
- c. The Performance Security shall be in the form of Bank Guarantee valid for duration of 180 days beyond the expiry of contract.
- d. The proceeds of the performance security shall be payable to DST/GIL as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
- e. The Performance Security shall be denominated in Indian Rupees
- f. Within 15 working days of the receipt of notification of award from "GIL", the successful bidder shall furnish the performance security in accordance with the Conditions of the Contract, in the performance security Form provided in the bidding documents in the Performa prescribed in the Tender.
- g. The Performance Security will be discharged by GIL and returned to the Bidder on completion of the bidder's performance obligations under the contract.
- h. In the event of any contract amendment, the bidder shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period.
- i. No interest shall be payable on the PBG amount. DST/GIL may invoke the above bank guarantee for any kind of recoveries, in case; the recoveries from the bidder exceed the amount payable to the bidder.

7.9 Corrupt or Fraudulent Practices

- a. DST/GIL requires that the bidders under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, DST/GIL defines for the purposes of this provision, the terms set forth as follows:
 - i. "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
 - ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or an execution of a contract to the detriment of DST/GIL 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 DST/GIL of the benefits of the free and open competition.

- b. DST/GIL shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices and same shall be conveyed to Dept of Science & Technology/GIL or blacklisted by any of the Department of Government of Gujarat in competing for the contract in question.
- c. DST/GIL shall declare a firm ineligible, and blacklisted 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.

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

- a. In case of any ambiguity in the interpretation of any of the clauses in Bid Document or the Contract Document, GIL's interpretation of the clauses shall be final and binding on all parties.
- b. DST/GIL may issue clarifications to all the bidders as an addendum. Such an addendum shall form a part of the bid document / Contract document.

7.11 Force Majeure

- a. Notwithstanding anything contained in the tender, the Service Provider shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delays in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.
- b. 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.
- c. If a force Majeure situation arises, the service provider shall promptly notify DST/GIL in writing within 10 days of such conditions and the cause thereof. Unless otherwise directed by DST/GIL in writing, the service provider shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

7.12 Limitation of Liability

- a. In no event shall either party be liable for any indirect, incidental, consequential, special, or punitive loss or damage including but not limited to loss of profits or revenue, loss of data, even if the party shall have been advised of the possibility thereof. In any case, the aggregate liability of the bidder, whatsoever and howsoever arising, whether under the contract, tort, or other legal theory, shall not exceed the total charges received as per the Contract, as of the date such liability arose, from the Purchaser, with respect to the goods or services supplied under this Agreement, which gives rise to the liability.

7.13 Resolution of Disputes

- a. In this regard DST/GIL doesn't go for any arbitration on dispute and DST/GIL's decision will be final and binding on the service provider.

7.14 Termination for Insolvency

- a. DST/GIL may at any time terminate the Contract by giving advance written notice of 30 days 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 DST/GIL.

7.15 Termination for Convenience

- a. DST/GIL by advance written notice of 30 days sent to the service provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for DST/GIL's convenience, the extent to which performance of the service provider under the Contract is terminated, and the date upon which such termination becomes effective.

7.16 Terms of Payment:

- a. No advance payment will be made.
- b. Total payment of two times security audit in a year with a Gap of Six months will be released in two equal parts as under:
- c. Payment terms for first six month
 - 25% payment of total cost will be released after completion of first round of security audit and submission of reports.
 - 25% payment of total cost will be released after successful completion of work and issue of security audit clearance certificates of all websites, web applications and mobile applications.
- d. Payment terms after six months
 - 25% payment of total cost will be released after completion of first round of security audit and submission of reports.
 - 25% payment of total cost will be released after successful completion of work and issue of security audit clearance certificates of all websites, web applications and mobile applications.

7.18 Additional security audit work:

- Any Additional security audit work for any websites web application and mobile application may be given to empaneled bidder(s) by GIL/DST/GSDC/NIC/ during the ongoing contract period/work order completion.

Note: Additional security audit work: - The security audit request received by GIL/DST/GSDC/NIC from various Government of Gujarat Department/ Organization/Board/Institute after the award of contract and this will be considered as additional work to be billed separately by bidder however it will be on the same rate quoted by lowest bidder.)

- a. Payment Terms for Additional security audit work:
Additional security audit work Total payment of security audit will be released as under:
- b. **Payment terms:** 100% payment of total cost will be released after completion of first round of security audit and submission of reports and successful completion

of work and issue of security audit clearance certificates of all websites, web applications and mobile applications.

- c. Completion/Exit Criteria, if in any case for any website that in scope does not reach to conclusion due to phasing out after completing the 1st round of audit the same shall be concluded as completed for the bidder. In case where the concerned department is not able to resolve the issue that has been pointed out in the audit report GIL's/DST's decision on the same will be final.

7.19 Other Terms & Conditions:

- a. The selected security auditor shall have to deploy personnel at GIL premises or SDC. The cost of lodging, boarding, Transportation etc. will be borne by the selected Security Auditor.
- b. In the scenario where SLA/timeframe is not met DST/GIL may ask to deploy additional resources to meet the required timelines at no additional cost.
- c. The selected security auditor shall have to submit Performance Bank Guarantee of 10% of order value within 15 working days from the date of issue of work order.

SECTION III: TENDER PROCESSING AND EVALUATION

The selection process will be as under:

1) Screening based upon Pre-Qualification

The selection process would be Quality and Cost Based Selection (QCBS). The Evaluation Committee will select the agency once it qualifies in the screening process based on the Pre-qualification as per the SECTION II: Point 6 (table). The bidders must meet the Pre-Qualification criteria as per SECTION II: Point 6 (table) of the tender. Any bidder not meeting any of requirements of SECTION II: Point 6 (table) will not be short-listed for the further evaluation. The bidders who are meeting with our minimum basic criteria should also possess basic documents for participation in tender such as PF no., PAN no., GST no., etc.

2) Technical evaluation

Once a bidder qualifies in the screening process the bidder then the agency become eligible for Technical evaluation. The technical evaluation carries 100 marks and in order to qualify the bidder must obtain 60 marks in the technical evaluation, only than the bidder is accounted eligible for the process of opening the financial bid.

The parameters for obtaining the 100 marks are bifurcated into 2 sections which are defined below:

Sr. No.	Particulars	Max. Marks
1	Turnover of any one Financial Year, during last five financial year ended on 31/3/21 (Marking will be done as per Table 1 given below)	50
2	Experience: Work Executed, achievements, awards won etc (Marking will be done as per Table 2 given below)	50
	Total	100

While carrying out this evaluation, following marking pattern shall be followed:

Table 1: Marking Pattern for Turnover: Maximum Marks: 50

Bidder should have to attach CA certificate in original, certifying the turnover for all the stated financial years shall be submitted.

Sr. No.	Evaluation Criteria	Marks
1	Annual Turnover more than INR 250 Cr.	50
2	Annual Turnover more than INR 150 Cr.	40
3	Annual Turnover more than INR 100 Cr.	30
4	Annual Turnover more than INR 50 Cr.	20
5	Annual Turnover more than INR 10 Cr.	10
6	Annual Turnover less than INR 10 Cr.	5

Table 2: Marking Pattern for Executed Work Per Year: Maximum Marks: 50

Experience as a sub-contractor shall not be considered for technical evaluation. As a proof the bidder shall attach copy of the work completion certificate, work order, bill raised and other relevant documents with tender documents.

Sr. No.	Evaluation Criteria	Marks
1	Similar work executed for more than & equal to 8 Government and 8 Private clients	50
2	Similar work executed for more than & equal to 6 Government and 6 Private clients	40
3	Similar work executed for more than & equal to 5 Government and 5 Private clients	30
4	Similar work executed for more than & equal to 3 Government and 3 Private clients	20
5	Similar work executed for more than & equal to 2 Government and 2 Private clients	10

3) Financial Bid evaluation

The Financial Bid should contain the complete bid document with duly filled in Schedule of Financial Quote as per the SECTION V: Form 3: FINANCIAL BID FORMAT – Schedule 1. Tenderer may negotiate the lowest Service charge rate offered with L1. Once L1 is finalized the empanelment process will began as per the Award Criteria defined in SECTION II - Point 7.2.

SECTION IV: SCOPE OF WORK

1. As per the GR no.: WEB/2006/1178/IT (Part File) all the websites have to go under the security audit process before it is hosted on the GSDC. The empaneled bidders must perform security audit of websites which are proposed for hosting at the GSDC.
2. The empaneled bidder must perform security audit of all the websites of GoG that are hosted at the GSDC as per the GR no.: WEB/2006/1178/IT (Part File) , which must be conducted twice in a year with the gap of six months as per the guidelines issued by CERT-In. Entire exercise needs to be conducted onsite at Govt. of Gujarat premises/Gujarat State Data Centre (GSDC)
3. The required access to the website's, web applications and mobile application credentials will be provided to the selected CERT-In Empaneled Security Auditor. The Auditor shall sign a Non-Disclosure Agreement with the Government of Gujarat.
4. The selected CERT-In Empaneled Security Auditor shall have to security audit of all websites web application and mobile application simultaneously.
5. The selected CERT-In Empaneled Security Auditor shall be responsible to complete the Security Audit of websites, web applications and mobile applications and submit "Website Security Assessment Report" to nodal officer who will send it to the concerned department for necessary action for rectifying vulnerabilities found in the security assessment. The security auditor should provide detailed recommendations on fixing the vulnerability, if no known solution/fix, is available for the vulnerability, the security auditor should mention the same in the report and recommend any other alternate solution.
6. The respective department will fix all vulnerabilities found in first assessment with the help of the websites, web applications and mobile applications concerned developer and deploy the modified source of the website at GSDC. Nodal officer informs security auditor for re-security audit.
7. Since, most of the websites are bilingual, continuous language support should be provided.
8. Identify all security vulnerabilities, which must be discovered during website, web application and mobile application security audit. The website, web application and mobile application should be thoroughly audited and ensured that it is free of any known vulnerabilities or exploits. The Auditor should also carry out a thorough audit of the Content Management System used in the websites and applications.
9. The auditor should also identify the usage of any obsolete, old or vulnerable plug-ins, open-source framework or code or software on the website/application and should recommend the Upgradation or patching of the same.
10. The GSDC Team or any other Team authorized by DST, Government of Gujarat, can inspect/ review the audit activities being undertaken by the auditor at any point of time. The Auditor should co-operate and provide all necessary details or evidence, as requested by the Team.
11. Identify & recommend remedial solutions and suggestions for making the Website.
12. The auditors will have to carry out an assessment of the vulnerabilities, threats and risks that exist in websites and web applications through Internet and Intranet. This will include identifying remedial solutions and recommendations for implementations of

the same to mitigate all identified risks, with the objective of enhancing the security of the system.

13. The websites hosted and proposed for hosting on GSDC should be audited as per the CERT-in Guidelines and other industry best practices.
14. The selected security auditor should provide the continuous support during the fixing of the vulnerabilities found in assessment by the website developer(s), if required.
15. The selected CERT-In Empaneled Security Auditor will start re-security audit and prepare the re-security audit assessment report. Issue the final security audit clearance certificate within 2 working days if website found Vulnerabilities free. Otherwise, send the re-assessment report to nodal officer again and repeat the process of fixing the Vulnerabilities.
16. For Additional Security audit work of Website, web application and mobile application the selected CERT-In Empaneled Security Auditor will start security audit and submit the first round of security audit report within 72 Hours. In case of re-security audit of the same website web application and mobile application (level2 and Level 3 .so on) Bidders need to submit the re-security audit assessment report within 48 hours. Issue the final security audit clearance certificate within 24 hours if the website found Vulnerabilities free. Otherwise, send the re-assessment report to nodal officer again and repeat the process of fixing the Vulnerabilities.
17. After successful completion of security audit, security auditor must submit Security Audit Certificates to nodal officer.
18. The audit should be conducted with a comprehensive and quality approach
19. Audit approach should be a using a manual & tool-based approach. If at any stage GIL or SDC finds an alternative tool that provides better results and was offered by any of the firm in their proposal, the GIL/SDC may ask the firm to use the tool for that testing at no additional cost. It is also encouraged the use of custom exploits, plus involvement of subject matter expert.
20. The details of the audit team and audit plan, schedule, Audit Tools to be used etc., should be provided in advance to the GSDC Team. The Auditor shall apprise the GSDC Team on a daily basis, on the progress of audit. The Auditor should also explain the entire audit process and methodology to the GSDC Team before performing the audit.
21. Peer review of the audit is desirable.
22. Scope includes unlimited re-audits until all the vulnerabilities found are mitigated and a clearance certificate is issued.
23. The Security Audit of Website should be comprehensive enough (not just limited to OWASP Top 10) to identify all existing vulnerabilities and threats, on the audited Website/Application, the audits report should include a separate section on the Security exploitation methods undertaken by the auditor to identify vulnerabilities (if any) and include a compliance report of how well the website, fared in accordance with the security assessment.
24. If any of the websites, web applications and mobile applications (which has been cleared by the auditor to be free of any vulnerabilities), is hacked or its security is compromised (within 6 months from the date of issue of audit clearance certificate) through any pre-existing vulnerabilities or loopholes which has not been identified by the auditor at the time of audit, then DST/GIL, will impose a penalty on the selected security auditor, 20% of the total contract value for each instance.
25. The websites, web applications and mobile applications which were security audited by the auditor may also be security audited by an internal team or third-party auditor of

Government of Gujarat, if any vulnerabilities or security loopholes, were identified by the internal team or third-party auditor and if the same vulnerability or loophole were not identified and reported by the auditor, then the auditor shall be levied a penalty of 2% of total contract value for each such undetected or un-identified vulnerability.

26. Selected bidder must provide MIS reports in the format and interval decide by GSDC team.
27. Selected bidder must complete the security audit within 3 months from work order issued date
28. Selected bidder must submit monthly Audit schedule to GSDC team.
29. Final list of URL will be shared with selected bidder at time of audit.
30. It will be sole responsibility of successful bidder to submit renewed Cert-In empanelment certificate one quarter before the expiry of such empanelment, if any during the contract tenure.
31. Agency's Representative
 - a. The Agency shall provide at least one onsite competent representative having the exposure of security audit process. The said representative shall be present onsite.
 - b. The Agency shall not quote separately the rate for providing the onsite resource.
 - c. Resource should be competent enough to carry out the below-mentioned tasks and any other tasks which may arise as part of employment of the solution. In case the resource found non-suitable, Tenderer reserves the right to seek replacement for such resource.

Testing Requirements

The penetration testing would include the following

Project (OWASP) Top Ten criteria as mentioned below but not limited to –

- Injection Flaws
- Broken Authentication and Session Management
- Sensitive Data Exposure
- XML External Entities (XXE)
- Broken Access Control
- Security Misconfiguration
- Cross-Site Scripting (XSS)
- Insecure Deserialization
- Using Components with Known Vulnerabilities
- Insufficient Logging & Monitoring

The security assessment should use the industry standard penetration test methodologies (like OSSTM), scanning techniques and will focus on applications. The application tests should cover but not limited to OWASP Top 10 attacks.

Deliverables:

Individual report should be provided for various IT Systems location-wise and consolidated. The Report should consist of an executive summary that expresses business risk and the technical nature of the risk and its seriousness, and a technical

report that includes findings and mitigation strategies in full detail. Tools used for VAPT should also mentioned in the report.

Penalty:

- For bulk order, the selected CERT-In Empaneled Security Auditor shall have to complete the level 1 audit work within 1 month and all level within 2 months. In case of delay, the penalty of Rs. 500 per day per website will be levied. Time taking by the department website developer for fixing the Vulnerabilities will not be considered in the time limit.
- The overall penalty cap for each work order shall be capped at 40% of invoice value for bulk order.

Penalty for Additional Security audit work (website, web application and mobile application having both dynamic and static pages less than 100):

Sr no	SLA	Milestone	Time Duration/Time Limit	Penalty
1	Successful / empanel /selected bidders will have to finish initial security audit and submit the level 1 report to respective office (copy to GIL/SDC) for each URL/request.	Level 1 report	03 Days	Rs. 300 per day
2	Successful / empanel /selected bidders will have to submit the level 2 & subsequent report to respective office (copy to GIL/SDC) for each URL/request.	Level 2 & 3 report	02 Days	Rs. 100 per day
3	Successful / empanel /selected bidders will have to submit closure report to respective office (copy to GIL/SDC) for each URL/request.	Closure report	02 Days	Rs. 300 per day
4	Successful / empanel /selected bidders will have to submit security audit certificate to respective office (copy to GIL/SDC) for each URL/request.	Certificate generate	01 Day	Rs. 300 per day

Note:

- Time taking by the department/development agency for fixing the vulnerabilities will not be considered in the time limit.
- Above timeline will come in effect from the date submission/resubmission of work (each URL/request) to bidders.
- The overall penalty cap for each work order shall be capped at 30% in case of single work order.
- Above SLA is applicable for a website having both dynamic and static pages less than 100.

Website, Web application and mobile application has more than 100 dynamic and Static pages:

Sr no	SLA	Milestone	Time Duration/Time Limit	Penalty
1	Successful / empanel /selected bidders will have to finish initial security audit and submit the level 1 report to respective office (copy to GIL/SDC) for each URL/request.	Level 1 report	05 Days	Rs. 300 per day
2	Successful / empanel /selected bidders will have to submit the level 2 & subsequent report to respective office (copy to GIL/SDC) for each URL/request.	Level 2 & 3 report	03 Days	Rs. 100 per day
3	Successful / empanel /selected bidders will have to submit closure report to respective office (copy to GIL/SDC) for each URL/request.	Closure report	03 Days	Rs. 300 per day
4	Successful / empanel /selected bidders will have to submit security audit certificate to respective office (copy to GIL/SDC) for each URL/request.	Certificate generate	01 Day	Rs. 300 per day

Note:

- Time taking by the department/development agency for fixing the vulnerabilities will not be considered in the time limit.
- Above timeline will come in effect from the date submission/resubmission of work (each URL/request) to bidders.
- The overall penalty cap for each work order shall be capped at 30% in case of

single work order.

- Above SLA is applicable for a website having both dynamic and static pages more than 100.

SECTION V:

FORM 1: BID PROPOSAL FORM

Date:

Tender No:

To

Dear Sir,

Having examined the Bidding Documents including Addenda Nos. _____ (insert numbers, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to render Selection of " _____ " in conformity with the said bidding documents for the same as per the financial bid and such other sums as may be ascertained in accordance with the Financial Bid attached herewith (Section IV Form 3) 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 render the services in accordance with the delivery schedule which will be specified in the contract document that we will sign if the work order given to us.

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

We agree to abide by this bid for a period of 180 (One Hundred 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 _____ 2021

Signature

(In the capacity of)

Duly authorized to sign Bid for and on behalf of _____

FORM 2: BID PROCESSING FEES DETAILS

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

FORM 3: FINANCIAL BID FORMAT –

The bidders are required to quote the rates for one year in the following format.

Sr. No.	Particular	Quantity* (A)	Unit Rate (Rs.) (B)	Total Cost (Rs.) (C= A*B)
1	Per Website Cost of security audit of websites hosted and proposed for hosting on GSDC/NIC as per CERT-In Guideline twice in a year with the gap of six months	1		
2	Per Web Application Cost of security audit of websites hosted and proposed for hosting on GSDC/NIC as per CERT-In Guideline twice in a year with the gap of six months	1		
3	Per Mobile Application Cost of security audit of websites hosted and proposed for hosting on GSDC/NIC as per CERT-In Guideline twice in a year with the gap of six months	1		
4	Total(1+2+3)			

*: Quantity mentioned is for calculation purpose only. The actual order will be placed separately.

Note:

1. Quoted rates are valid for 1 years subjected to renewal or extension of work contract after successful completion of period defined in the document.
2. Audit will be held onsite at Gandhinagar location.
3. Only sitting space, table, chair, and internet connectivity will be provided by tenderer to onsite team of security auditor.
4. The rate should be in absolute Indian Rupees (INR).
5. The lodging, boarding, transportation cost will be borne by selected Security auditor.
6. The rate quoted must be reasonable and valid for a period of 6 Months from the date of opening of financial bid for awarding the contract and will be accounted valid for the entire duration of the contract once bidder is appointed.
7. GST is extra as applicable at the time of invoicing. GST will be paid as per actuals.

8. Above mentioned quantities are indicative and for price bid evaluation only. Actual quantities will as per the requirement of TENDERER during the contract tenure.
9. The basis of price bid evaluation shall be "QCBS".

FORM 4: 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/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 _____ 2019

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/10/2020/42/DMO dated 19.10.2020 issued by Finance Department or further instruction issued by Finance department time to time.

**FORM 5: FORMAT OF EARNEST MONEY DEPOSIT IN THE FORM OF BANK
GUARANTEE**

Ref:

Bank Guarantee No.

Date:

To,
DGM (App)
Gujarat Informatics Limited
2nd Floor, Block No. 2, Karmayogi Bhavan,
C&D Wing, Sector 10-A, Gandhinagar - 382010
Gujarat, India

Whereas ----- (here in after called "the Bidder")
has submitted its bid dated ----- in response to the Tender no: XXXXXXXX for
**Empanelment of CERT-In Empaneled Security Auditor for Security audit of all GoG
website hosted and proposed for hosting on GSDC, 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 -----
-----2021.

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 or
 - iv. If the bidder fails to submit the copy of purchase order & acceptance thereof.

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

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

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

OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

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

Dated at _____ on this _____ day of _____ 2021.

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/10/2020/42/DMO dated 19.10.2020 issued by Finance Department or further instruction issued by Finance department time to time.

FORM 6: AFFIDAVIT

(TO BE SUBMITTED PHYSICALLY)

AFFIDAVIT

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

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

1. 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.
2. I / We have submitted following Certificates / 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	
onwards	

3. All the Certificates / Permissions / Documents / Permits / Affidavits are valid and current as on date and have not been withdrawn / cancelled by the issuing authority.
4. 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 / Permissions / Documents / Permits / Affidavits is / are found to be invalid / wrong / incorrect / misleading / fabricated / expired or having any defect.
5. I / We further undertake to produce on demand the original Certificate / Permission / Documents / Permits for verification at any stage during the processing of the tender as well as at any time asked to produce.
6. 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.
7. My / Our firm has not been banned / debarred / black listed at least for three years (excluding the current financial year) by any Government Department / State Government / Government of India / Board / Corporation / Government Financial Institution in context to purchase procedure through tender.
8. I / We confirm that I / We have meticulously filled in, checked and verified the enclosed documents / certificates / permissions / permits / affidavits / 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.
9. The above certificates/ documents are enclosed separately and not on the Proforma printed from tender document.
10. 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, whichever is applicable].
11. 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.

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

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

14. My / 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.

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

16. 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)