

**Request for Proposal (RFP) for empanelment of agencies for design, development, operation & maintenance of Software Application/ Website/ Mobile Application for GIL & various Govt. Departments / Offices / Boards / Corporations/ Company etc. through GIL**

(RFP # ----- dated 25.06.2025)



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

### Abbreviation

Abbreviation	Full Form
RFP	Request for Proposal
GoG	Government of Gujarat
GSDC	Gujarat State Data Center
NIC	National Informatics Centre
GIL	Gujarat Informatics Limited
GEM	Government e-Marketplace
DST	Department of Science & Technology, GoG
ITB	Instruction to Bidder
EMD	Earnest Money Deposit
GCC	General Condition of Contract
SCC	Special Condition of Contract
PBG	Performance Bank Guarantee
SP	Service Provider
MIS	Management Information System
SLA	Service Level Agreement
API	Application Programming Interface
Bidder	An entity or organization submitting a proposal or tender in response to the RFP, seeking to be selected for providing the required services as outlined in the document.
Service Provider	The entity or organization selected to provide the services outlined in the RFP. The service provider is responsible for meeting the contract obligations as per the terms and conditions specified.
Empaneled Agency	The agency that has been selected and empaneled through the tendering process to provide services outlined under scope of work for the Government of Gujarat. Multiple agencies may be empaneled based on their ability to meet the criteria.
nProcure	Online procurement platform for downloading the RFP document and submission of online proposal.

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## Section I: Background

### 1.1 Information Regarding RFP

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

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

### 1.2 Instruction to the bidders for online bid submission

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

Ltd the due date for submission and opening of bids will be the following working day at the scheduled times.

- vi. In case of any clarifications required, please contact DGM (App), GIL in writing 5 days before the Pre-Bid meeting date.
- vii. In case the bidders need any support related to electronic bidding on <https://gil.nprocure.com>, bidder may contact the following office:

**(n)Code Solutions - A division of GNFC Ltd.**

(n)Procure Cell,

403, GNFC Infotower, S.G. Road,

Bodakdev, Ahmedabad – 380 054 (Gujarat)

**Fax:** 079 – 4000 7533

**E-mail:** [nprocure@ncode.in](mailto:nprocure@ncode.in); [nprocuregift@ncode.in](mailto:nprocuregift@ncode.in)

**Toll Free No: 1800 419 4632**

### 1.3 Introduction

Gujarat Informatics Limited (hereinafter referred to as GIL or Tenderer), under the aegis of the Department of Science and Technology (DST), Government of Gujarat, invites proposals from eligible, competent, and experienced agencies for empanelment to provide end-to-end services in design, development, operation, and maintenance of Software Applications/ Websites/ Mobile Applications. This empanelment shall facilitate efficient and timely execution of ICT projects for GIL and various Government Departments, Offices, Boards, Corporations, and Government-owned Companies across the state.

This Request for Proposal (RFP) aims to identify and empanel qualified agencies capable of delivering innovative, secure, scalable, and maintainable digital solutions that adhere to state and national ICT policies, security norms, design guidelines, and emerging technology standards.

Empanelled agencies will be eligible to participate in limited bidding/selection processes to undertake development and maintenance work as per the requirements shared by GIL or the concerned government department/entity. The empanelment shall remain valid for a period of three years from the date of issuance of the empanelment order and may be extended based on performance and mutual agreement for two years.

### 1.4 Background

GIL is the nodal agency for implementing and managing e-Governance initiatives and ICT projects on behalf of the Government of Gujarat. Over the years, GIL has been instrumental in supporting departments in developing citizen-centric applications, web portals, and backend systems aligned with the state-specific mandates.

With the increasing demand for smart digital solutions across government sectors, there is a need for robust, dynamic, and scalable platforms. Furthermore, there is a growing emphasis on creating responsive websites, mobile-first platforms, integrated dashboards, digital workflows, citizen-facing service portals, and real-time monitoring systems.

The proposed empanelment aims to build a panel of technically competent, financially sound, and experienced IT solution providers that can support the Government of Gujarat in its digital

transformation journey by offering a wide range of customized ICT solutions and services.

#	Particulars	Details
1.	Tender No:	----- dated --.06.2025
2.	Contract Period	3 (three) years (extended up to two years)
3.	Earnest Money Deposit (refundable)	Rs.5,00,000/- in the name of Gujarat Informatics Limited payable at Gandhinagar (in case of DD) For RTGS; Beneficiary name: Gujarat Informatics Limited, Account No:50200010918090 IFSC Code: HDFC0000190 Bank Name: HDFC Bank Branch address: Sector 16 Gandhinagar For Bank Guarantee Format: Follow 'Form 5'
4.	Last Date and time of Submission of query in GIL	Note: Proposal must be submitted online on <a href="https://gil.nprocure.com">https://gil.nprocure.com</a> website.  If you have any query, then please send us by email on <a href="mailto:dgmapp-gil@gujarat.gov.in">dgmapp-gil@gujarat.gov.in</a> ; <a href="mailto:manager-egov@gujarat.gov.in">manager-egov@gujarat.gov.in</a> ; <a href="mailto:exe1-egov-gil@gujarat.gov.in">exe1-egov-gil@gujarat.gov.in</a>
5.	Place, date and time for opening of Preliminary bid	DD.MM.2025 up to 1600 hrs. Gujarat Informatics Ltd. Block No. 2, 2 <sup>nd</sup> Floor, C & D Wing, Karmayogi Bhavan, Gandhinagar
6.	Validity of Tender	180 days.
7.	Contact Person	DGM (App), Gujarat Informatics Ltd, Email ID: dgmapp-gil@gujarat.gov.in
8.	EMD Exemption	<ul style="list-style-type: none"> <li>MSME seller exempted from the EMD submission with a relevant MSME certificate having clause no 62.</li> <li>The seller also exempted from EMD submission with respect to clause "Sellers will get exemption from furnishing Bid Security Sellers / Service Provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial year(s)".</li> </ul>

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 PoA (Power of Attorney) in physically form to the GIL before the due time of bid opening.

- Interested bidders may download the RFP document from the website <https://gil.nprocure.com> Portal OR [www.gil.gujarat.gov.in](http://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.



## SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

### 2. INTRODUCTION

#### 2.1 Sources of Funds

- a. GIL on behalf of DST is calling the Service Providers (SP) for the for empanelment of agencies for design, development, operation & maintenance of Software Application/ Website/ Mobile Application for GIL & various Govt. Departments / Offices / Boards / Corporations/ Company etc. through GIL.
- 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 DST/GIL/ various Govt. Departments / Offices / Boards / Corporations/ Company from their own sources of funds as per the financial terms and conditions.

#### 2.2 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.

#### 2.3 Applicable Law

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

#### 2.4 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.

#### 2.5 Clarification of Bidding Documents

- a. 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.
- b. The Bidders will have to ensure that their queries for pre-bid meeting should reach to Name, Address and email id of the officer mentioned by post or email on or before on date & time given in above Section.

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
#	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.

### 3. THE BIDDING DOCUMENTS

### 3.1 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.

### 3.2 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 nProcure/ GIL website. All prospective bidders are requested to browse nProcure/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.

## 4. PREPARATION OF BIDS

### 4.1 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.

### 4.2 Bid Form

- a. The Bidder shall complete the Bid as per format and Annexure respectively. The bidder shall also complete the Bid Forms and submit along with required necessary attachments.

### 4.3 Earnest Money Deposit

- a. Earnest Money Deposit Rs. **5,00,000/- (Rupees Five Lakhs 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 Limited" 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 PoA (Power of Attorney) in physically form to the GIL 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/Disqualified 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.

**Note:** Failing to submit physical covers of EMD along with the PoA (Power of Attorney) at GIL on or before **DD.MM.2025 up to 1500 hrs.** may lead to the rejection of the bid.

#### **4.4 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.

### **5. SUBMISSION OF BIDS**

#### **5.1 Sealing and Marking of Bids**

- a. All bids must be submitted online at <https://gil.nprocure.com> as per the formats mentioned in the RFP.
- b. Submit physical covers of EMD along with the PoA (Power of Attorney) at GIL on or before last date & time of submission of bid.
- c. Telex, fax, e-mailed or facsimile bids will be rejected.

#### **5.2 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.

#### **5.3 Late Bids**

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

#### **5.4 Modification and Withdrawal of Bids**

- a. The Bidder may modify or withdraw its bid before the last date of submission of bids.
- b. Bids cannot be modified after the deadline for submission of bids.
- c. Bids cannot 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.

#### **5.5 Unconditional Bid**

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

### **6. BID OPENING**

#### **6.1 Opening of Bids by DST/GIL**

- a. DST/GIL will open bids in the presence of Committee members and Bidders or their representatives who choose to attend, and at the following address:  
**Gujarat Informatics Ltd, Block No. 2, 2<sup>nd</sup> Floor, Karmayogi Bhavan, Gandhinagar.**
- b. Preliminary stage 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.

**6.2 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.

**6.3 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.

**6.4 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.
- b. 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.

## 7. ELIGIBILITY CRITERIA (Pre-Qualification)

#	Criteria	Description	Documentary Evidence to be submitted by the bidder
1	Legal Entity & Registration Status	The bidder must be a legally registered entity in India for at least the last three financial years (as on 31st March 2025). The entity can be: a. Company under Companies Act, 1956 / 2013 b. LLP under LLP Act, 2008 c. Partnership under Indian Partnership Act, 1932 d. Registered Co-operative Society under Societies Registration Act, 1860	i. Certificate of Incorporation/Registration ii. Copies of Articles of Association (in case of company) <b>OR</b> iii. Partnership deed (in case of partnership firm) <b>OR</b> iv. Self-Certificate in Letter Head in case of Proprietorship along with GSTIN certificate <b>OR</b> v. Bye laws and certificate of registration (in case of registered co-operative societies)
2	Tax Registration	The bidder must have valid PAN and GST registration in the name of the bidding entity.	<ul style="list-style-type: none"> <li>• Copy of PAN Card</li> <li>• Copy of GST Registration Certificate</li> </ul>
3	Net Worth	The bidder must have a positive net worth in at least three (3) out of the past four (4) financial years: FY 2020-21, 2021-22, 2022-23, and 2023-24.  Net-Worth of any parent, subsidiary, associated or other related entity shall not be considered.	Certificate from a Registered Chartered Accountant (CA) clearly indicating net worth for each year.
4	Profitability	The bidder must have earned net profit in at least three (3) out of the past four (4) financial years: FY 2020-21, 2021-22, 2022-23, and 2023-24.	Certificate from a Registered CA confirming profit status for each year
5	Blacklisting Declaration	The bidder must not have been debarred, blacklisted, or under active blacklisting period by any Central/State Government Department or Public Sector Undertaking in India during the last 3 years as on the bid submission date.	Self-declaration/undertaking on company letterhead (as per format in Annexure-8)

6	Average Annual Turnover (Project Area-specific)	<p>The bidder must have an average annual turnover from activities specific to the area(s) (i.e., Design, Development, Customization, Implementation, or Maintenance of Software Application, Websites, Mobile Applications, as per the category/tier they are applying under, in any three (3) of the past four (4) financial years (i.e., FY 2020-21 to FY 2023-24).</p> <p>Note: Turnover from the following activities shall <b>not be considered</b>:</p> <ul style="list-style-type: none"> <li>– Hardware supply and maintenance</li> <li>– Manpower outsourcing</li> <li>– Non-IT services.</li> </ul>	Certificate from a registered CA.
7	Certifications (CMMI / ISO)	<p>The bidder must hold valid certifications, as per category/tier-based eligibility:</p> <p>Tier 1: CMMI Level 5</p> <p>Tier 2: CMMI Level 3</p>	a. Copy of valid certificate(s)
8	Human Resources	<p>The bidder must have a minimum number of full-time technical and functional resources on their company's payroll as per the category/tier-wise eligibility requirement, continuously employed for the past 1 (one) year from the date of bid submission.</p> <p>8.1 Out of the total resources mentioned above, the bidder must have a minimum number of qualified and experienced professionals on payroll, with at least one year of continuous employment in the organization as on the bid submission date. These resources should possess relevant educational qualifications in IT/ CE/ CS/ ICT/ Engineering/ Design/ Data Science domains and be deployed in activities aligned with the empanelment areas.</p> <p>Recognized Degrees &amp; Courses (indicative list):</p>	Certificate from the Bidder's HR head and signed by authorized signatory of the Company/ CA/ CS.

		<ul style="list-style-type: none"> <li>• B.E. / B.Tech (Computer Science, IT, CS, CE, EC, Data Science, AI/ML, Software Engineering, Cybersecurity)</li> <li>• M.E. / M.Tech (Computer Science, IT, CS, CE, EC, Data Science, AI/ML, Software Engineering, Cybersecurity)</li> <li>• MCA / BCA</li> <li>• M.Sc. (IT/ CS/ Data Science/ Statistics)</li> <li>• B.Sc. (IT/ CS/ Statistics)</li> <li>• MBA (IT/ Information Systems/ Business Analytics)</li> </ul>	
9	Work Experience	<p>The bidder must have relevant project experience in the domain(s) for which empanelment is sought, as per the category/tier-wise and category-specific requirements detailed in the Work Experience Eligibility Matrix below.</p> <p><b>Eligible Project Experience:</b> The following types of client organizations shall be considered for evaluating the bidder's project credentials:</p> <ul style="list-style-type: none"> <li>• Central Government Ministries / Departments / Organizations</li> <li>• State Government Departments / Organizations</li> <li>• Public Sector Undertakings (PSUs)</li> <li>• Scheduled Commercial Banks</li> <li>• Government Boards, Corporations, Agencies, and Companies</li> <li>• Government Autonomous Bodies and Institutions</li> <li>• Government-funded Academic and Research Institutions</li> <li>• <b>Listed Private Sector Companies</b> (as recognized by SEBI and operating in India)</li> </ul> <p><b>Additional Conditions:</b></p> <ul style="list-style-type: none"> <li>• Both <b>completed and ongoing projects</b> will be considered, provided the bidder furnishes appropriate supporting documentation such as Work Orders, Completion Certificates, Go-Live Certificates, or satisfactory progress reports (for ongoing engagements).</li> <li>• In the case of ongoing projects, only those which have reached a <b>substantial stage of implementation</b> (e.g., go-live achieved or user acceptance completed) shall be considered valid.</li> <li>• The <b>bidder must have executed the project directly</b> in their own legal capacity. Experience of parent company, subsidiary, affiliate, consortium member, or subcontractor shall not be considered.</li> </ul> <p><b>Documentary Evidence Required:</b></p> <ol style="list-style-type: none"> <li>a. Work Order / Contract / Letter of Intent (LoI)</li> <li>b. Completion Certificate / Go-Live Certificate / Deployment Proof</li> <li>c. Invoices or Payment Proof (if requested)</li> <li>d. Screenshots or URLs (where applicable)</li> </ol>	

10	Self-Declaration	The bidder must submit a self-declaration in compliance with guidelines issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division dated 23.07.2020.	Self-declaration on the bidder's official letterhead.

#### Work Experience Eligibility Matrix (Area-wise & Category-wise):

Sr. No.	Area of Empanelment	Category	Minimum No. of Projects	Minimum Project Value (INR)	Project Period	Documentary Evidence Required
9.1	Application Development Projects	Tier 1	3	INR 5 Crores each	2020-21 to 2024-25	As mentioned under row #9 of ELIGIBILITY CRITERIA (Pre-Qualification)
		Tier 2	3	INR 50 Lakhs each	Same as above	
9.2	Website/ Portal Development Projects	Tier 1	3	INR 15 Lakhs each	2020-21 to 2024-25	As mentioned under row #9 of ELIGIBILITY CRITERIA (Pre-Qualification)
		Tier 2	2	INR 10 Lakhs each	Same as above	
9.3	Mobile App Development Projects	Tier 1	3	INR 15 Lakhs each	2020-21 to 2024-25	As mentioned under row #9 of ELIGIBILITY CRITERIA (Pre-Qualification)
		Tier 2	2	INR 10 Lakhs each	Same as above	
		Tier 2	2	INR 10 Lakhs each	Same as above	

#### 2.1 Category/Tier-wise Eligibility Conditions Table

(To be read in conjunction with the Eligibility Criteria section and supported by valid documentary evidence):

#	Eligibility Criteria	Tier 1	Tier 2
1	Registration Status	Required	Required
2	PAN and GSTIN	Required	Required
3	Net Worth	Positive in 3 of last 4 FYs	Positive in 3 of last 4 FYs
4	Net Profit	3 of last 4 FYs	3 of last 4 FYs
5	Not Blacklisted	Required	Required
6	Average Turnover	INR 50 Cr or more	INR 25 Cr or more
7	Certification & Compliance	Min. CMMI Level 5	Min. CMMI Level 3
8	Resources on Payroll (Past 1 Year)	500 full-time (with payroll proof)	150 full-time (with payroll proof)



8.1	<b>Qualified Resources</b>	100+ tech professionals	50+ tech professionals
9	<b>Work Experience</b>	As per matrix above	As per matrix above

**Note:**

- Bidders may apply under one category/Tier only for empanelment.
- Within the selected Category/Tier, bidders may choose one or multiple areas (e.g., Application Development, Website Development, Mobile Application Development) based on their expertise and fulfillment of area-specific experience criteria.
- If a bidder submits a single project encompassing multiple eligible areas, such project will be considered across multiple areas only if the combined scope and value meet the total of minimum thresholds prescribed under those areas.
- All such projects will be evaluated by the Technical Evaluation Committee (TEC) for their appropriateness and relevance. The TEC's decision shall be final and binding regarding the eligibility and acceptance of such multi-area projects.

## **2.2 Important Notes (Applicable to Work Experience Criteria):**

- All projects must have been executed within India by the bidding entity itself. Projects executed by parent companies, subsidiaries, affiliates, consortium members, or any other associate entities will not be considered.
- Consortium bids are not permitted under this RFP. The bidder must be a single legal entity fulfilling all criteria independently.
- Ongoing projects will be considered only if they have reached a substantial stage of implementation, and the bidder provides relevant proof such as go-live certificates, user acceptance, or performance reports.
- A bidder is permitted to apply for empanelment under one (1) Category/Tier only – either Tier 1 or Tier 2.
- The choice of Category/Tier must be made based on the bidder's eligibility against all specified parameters (turnover, certifications, manpower, work experience, etc.).
- However, within the selected Category/Tier, the bidder may apply for one, multiple, or all categories of empanelment as defined under the scope of services:
  - Application Development Projects
  - Website/ Portal Development Projects
  - Mobile Application Development Projects
- In cases where the bidder has executed a single integrated project encompassing multiple categories (e.g., a project involving application, website, mobile app ), the same project may be submitted under multiple categories only if:

- The scope of work for each category is clearly mentioned in the contract / work order / completion certificate; and
- *The combined value of the project is equal to or greater than the cumulative minimum project value thresholds for those individual categories (as per the selected Category/Tier).*
- The bidder must submit such credentials clearly mapping the scope of each service component against the corresponding area of empanelment. Detailed supporting documentation such as a bifurcated scope from client, payment details, or deliverables per component should be included.
- The Technical Evaluation Committee (TEC) will assess the submitted credentials and documentation to validate:
  - Whether the bidder meets the eligibility criteria for the claimed Category/Tier;
  - Whether the submitted projects are valid, relevant, and substantial in nature; and
  - Whether integrated/multi-scope projects qualify for multi-category consideration.
- The decision of the TEC shall be final and binding regarding the acceptance or rejection of the submitted work credentials and eligibility for respective areas of empanelment.
- Self-certification of work orders, invoices, or project deliverables shall be accepted only when explicitly sought by the TEC for clarification or additional verification.

## **1 AWARD OF CONTRACT**

This RFP is for the empanelment of eligible agencies across three distinct Category/ tiers to deliver design, development, implementation, operation, and maintenance of software and digital solutions for Gujarat Informatics Limited (GIL) and various departments of the Government of Gujarat. The empanelment shall not constitute any guarantee for work allocation. Empaneled agencies will be invited to participate in limited RFPs/quotation requests as per requirement. Award of work shall be based on technical and/or financial evaluation as per the nature of individual requirements.

### **7.1 Post Pre-Qualification**

- a. Post pre-qualification, eligible bidders shall be empaneled under Tier 1, Tier 2 and within their chosen domain areas, subject to meeting all required eligibility conditions and documentary validations. The empanelment will be valid for a predefined period, extendable at the discretion of GIL.

### **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) 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. The envelopes should be suitably super scribed as follows:

- Physical Submission: “**EMD & PoA (Power of Attorney)**”
  - 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. 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.
- e. Telegraphic Tender will not be entertained.
- f. 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 are liable to be rejected without any reference.

### 7.3 Bid Evaluation Process

- a. The **TENDERER shall constitute a Technical Evaluation Committee (TEC)** responsible for evaluating the proposals submitted by the bidders. The TEC shall carry out a comprehensive, fair, and transparent assessment of the eligibility, credentials, and supporting documentation submitted by each bidder, in line with the criteria outlined in this RFP.
- b. As part of the evaluation, **each eligible bidder shall be required to deliver a Technical Presentation** before the TEC. The presentation shall focus on:
- Credentials submitted as part of the bid
  - Demonstrated work experience
  - Organizational strengths, capabilities, and technical approach
  - Category-wise experience claimed by the bidder under the selected Category/Tier
- c. The **purpose of the Technical Presentation** is to allow bidders to substantiate their submissions and for the TEC to assess the validity and sufficiency of claimed projects, manpower strength, certifications, tools, and infrastructure relevant to the applied Category/Tier.
- d. The TEC, at its discretion, may seek **clarifications in writing** from any bidder during the course of evaluation. Failure to submit the requested clarification within the stipulated timeline may lead to the rejection of the proposal or may result in the TEC proceeding with the evaluation based solely on the information available in the original bid submission.
- e. The **evaluation shall be strictly based on the eligibility conditions specified for each Tier and category**. All submitted documents and the bidder's presentation will be

evaluated in totality.

- f. **Post technical presentation and evaluation**, the TEC shall determine:
- The compliance of the bid with all RFP terms and conditions
  - The bidder's eligibility for the applied Category/Tier
  - The eligibility of the bidder for each empanelment category based on submitted project credentials
  - The acceptability of project work orders for multiple category claims, wherever applicable
- g. **The final decision of the TEC on the eligibility of bidders, categorization, and acceptance of submitted projects shall be final, binding, and non-negotiable.** Empanelment shall be awarded only to those bidders who are found compliant in all respects as per the RFP requirements and approved by the TEC.

#### 7.4 **Award Criteria**

Agencies meeting all eligibility conditions as per their applied Category/tier and domain(s) shall be recommended for empanelment. No commercial evaluation is conducted. The final decision lies with GIL's designated committee.

#### 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's action.

#### 7.6 **Notification of Awards**

- a. Selected bidders shall be notified in writing via issuance of a Letter of Empanelment and shall be required to acknowledge the same within seven (7) working days. This communication shall include the Category/Tier and Domain(s) for which the bidder is empaneled.
- b. Empanelment will be initially for a period of three (03) years and can be extended through mutual consent for two more years. Yearly performance review shall be done before extension of the contract.

#### 7.7 **Signing of Contract and NDA**

- 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.
- c. Within 15 working days of receipt of the Non-Disclosure Agreement (NDA), the successful bidder shall sign NDA and return it to DST/GIL.

#### 7.8 **Performance Security**

- a. Performance Security (if required by specific work orders in the future) shall be submitted by the agency as per individual assignment/project terms. No Performance Bank Guarantee (PBG) is required at the empanelment stage.

#### **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 Intellectual Property Rights (IPR)**

All Intellectual Property (IP), including source code, configuration files, APIs, databases, documentation, algorithms, designs, and other deliverables created or customized for the Government of Gujarat, shall be treated as exclusive property of the Government of Gujarat. The empaneled agency shall have no rights over the created IP.

#### **7.17 Ownership of Deliverables:**

All deliverables and source materials prepared by the agency shall become the exclusive property of the Government of Gujarat. The agency shall hand over all outputs including source files and related material upon completion or termination of assignment.

#### **7.18 License to Use Tools:**

In case proprietary tools or frameworks are used, the agency must ensure that perpetual licenses (or licenses valid for contract period with full access rights) are provided to the Government.

#### **7.19 Third-Party IPR:**

In the event the agency uses any third-party tools or libraries, it shall ensure due licensing and provide documentation confirming that such use does not infringe on IPR. GIL shall be indemnified against any legal liabilities arising from such inclusion.

#### **7.20 Transfer of IPR:**

The agency shall execute formal transfer of IPR to the Government, including documentation, source code, libraries, test cases, and support mechanisms, upon project completion or termination.

#### **7.21 Handover-Takeover and Exit Management**

##### **a. Exit Management Plan:**

The agency shall prepare and submit a comprehensive Exit Management Plan before the scheduled end of the contract or in case of early termination. The Exit Management Plan shall cover:

- Details of all ongoing audits, including progress reports.
- Handover of all documentation, reports, tools, and data related to the contract.
- Detailed procedures for the transfer of knowledge and responsibilities to the incoming agency or internal team.
- knowledge, documentation, source code, credentials, and operational know-how to.

The Exit Management Plan shall include:

- A detailed knowledge transfer plan covering documentation, application architecture, code base, data formats, configuration, and system utilities.
- Identification of personnel involved in transition.
- Defined timelines for handing over of assets and documentation.
- Support for audit and closure formalities.

The agency shall submit this plan within 30 days from assignment commencement and update it periodically.

#### **7.22 Handover Process:**

The agency shall be responsible for ensuring a smooth and timely transfer of all relevant documentation, audit findings, reports, and other materials to the tenderer or owner department. This process will include:

- All data, credentials, artifacts, tools, system documents, and licenses must be transferred to the designated authority.
- Submission of all pending reports, including audit results, recommendations, and status of unresolved vulnerabilities.
- The agency shall provide at least 30 days of support post- handover to resolve any outstanding queries or issues related to the audit process or findings.

#### **7.23 Penalties for Incomplete Handover:**

In the event the agency fails to complete the handover within the stipulated time or does not provide adequate exit management support, the tenderer or the owner department reserves the right to withhold final payments and/or impose penalties as per the terms of the contract. The tenderer may also invoke the Performance Bank Guarantee (PBG) to cover any additional costs incurred due to non-compliance with the exit management obligations.

#### **7.24 Data and Document Retention:**

Upon the completion of the handover process, the agency must return or destroy

all copies of sensitive information, audit data, or any other confidential materials that were shared or generated during the contract period. Written confirmation of the destruction or return of such materials must be provided to the tenderer or the owner department. However, any documents that are necessary for legal or regulatory purposes may be retained by the auditor for the required period, with prior approval from the tenderer.

#### **7.25 Post-Contract Support:**

In the event of contract termination or completion, the agency shall provide post-contract support, as necessary, for a minimum of 30 days to ensure a smooth transition and resolution of any issues that may arise related to the service provided. This post-contract support shall be offered at no additional cost to the tenderer.

#### **7.26 Confidentiality Clause**

##### **a. Confidentiality Obligations:**

The agency acknowledges that during the performance of its obligations under this contract, it will have access to sensitive, proprietary, and confidential information of the Government of Gujarat (DST/GIL) and its associated entities, including but not limited to government data, system architectures, websites, audit reports, and security vulnerabilities (hereafter referred to as "Confidential Information"). The agency agrees to keep all such Confidential Information strictly confidential and shall not disclose, share, or use such information for any purpose other than for the execution of the services under this contract, without the prior written consent of the tenderer.

##### **b. Non-Disclosure Agreement (NDA):**

The agency shall be required to sign a comprehensive Non-Disclosure Agreement (NDA) with the Tenderer prior to commencing any work on the contract. The NDA will outline the specific obligations of the agency concerning the confidentiality and security of all data and information accessed or generated during the contract. All personnel involved in the contract, including onsite and offsite staff, shall be bound by the terms of this NDA.

##### **c. Protection of Data:**

The agency shall take all necessary precautions and implement appropriate technical and organizational measures to protect Confidential Information from unauthorized access, use, disclosure, alteration, or destruction. These measures should include:

- Secure handling of all data, including encryption where applicable. Limiting access to Confidential Information strictly to personnel involved in the contract who have signed the NDA.
- Regular audits and reviews to ensure compliance with the data security protocols agreed upon with the tenderer.
- Immediate reporting of any suspected or actual breaches of confidentiality to the tenderer.

##### **d. Exclusions:**

Confidential Information shall not include information that:

- Is or becomes publicly known through no fault or breach of the agency;



- Was lawfully in the possession of the agency prior to its disclosure under the contract;
- Is independently developed by the agency without the use of any Confidential Information; or
- Is required to be disclosed by law, regulation, or court order, provided that the agency gives prompt written notice to the tenderer and takes all reasonable steps to contest such disclosure.

**e. Return of Confidential Information:**

Upon the expiration or termination of the contract, or at the request of the tenderer, the agency shall promptly return or destroy all Confidential Information in its possession, including all copies, summaries, or extracts of such information. The agency shall certify in writing that all such materials have been returned or destroyed.

**f. Survival of Confidentiality Obligations:**

The confidentiality obligations outlined in this clause shall survive the expiration or termination of this contract for a period of five (5) years following the end of the contract or any such longer period as required by law.

**g. Penalty for Breach:**

Any unauthorized disclosure or use of Confidential Information by the agency or its personnel shall be considered a material breach of contract, entitling the tenderer to seek appropriate remedies, including but not limited to the termination of the contract, forfeiture of the Performance Bank Guarantee (PBG), and the imposition of penalties as outlined in the respective contract. The tenderer may also seek legal recourse, including damages, for any losses arising from the breach of confidentiality.

## **7.27 Terms of Payment**

This RFP is for empanelment only. No payment terms apply at this stage.

However, during assignment execution:

- Payment terms shall be clearly defined in the individual Work Order/ToR
- Milestone-linked or monthly payments shall be adopted as per requirement
- No advance payment is admissible unless approved by competent authority

## **SECTION III: TENDER PROCESSING AND EVALUATION**

### **8. Tender Processing and Evaluation:**

The selection and empanelment process for this RFP will be conducted in a fair, transparent, and systematic manner, ensuring that all bidders are evaluated based on prequalification criteria and their compliance with the RFP requirements. The key steps in the evaluation process are as follows:

The empanelment RFP does not involve any commercial bidding. Evaluation will be strictly based on:

- Compliance with category/tier-wise eligibility criteria
- Completeness of documentation
- Validation of experience and certifications
- Number of technical resources on roll
- Presentation by the agencies to the Technical Evaluation Committee
- No deviation shall be allowed.

#### **8.1 Eligibility and Pre-Qualification Stage:**

- In this stage, all submitted bids will be assessed for compliance with the eligibility criteria specified in the RFP. Bidders are required to submit all necessary documentation, including legal, and technical details.
- Bidders who fail to meet the prequalification criteria will be disqualified. Only those bidders who fully comply with the prequalification requirements will move on to the evaluation stage.
- Each bidder must fulfill the Pre-Qualification Criteria under only one Category/Tier (Tier 1, Tier 2). Agencies failing to meet even one criterion under their chosen Category/tier will be disqualified.
- Domain areas of empanelment (Software Application Development/Website Development/Mobile Application Development) will be finalized based on specific past project experience provided in the proposal

#### **8.2 Empanelment of Bidders:**

After successful evaluation, the agencies shall be empanelled under the selected Category/Tier and permitted Domains. An official Empanelment Notification shall be issued listing:

- Name of agency
- Category/Tier and domain(s) empanelled for
- Validity period

Empanelment does not guarantee any assignment or minimum work order.

#### **8.3 Post-Evaluation Negotiation (if required):**

If deemed necessary by GIL, the bidder may be called for:

- Clarification of documents

- Rectification of minor non-conformities
- Proof of capability or demo sessions

This shall not be treated as price negotiation since this RFP has no commercial component.

#### 8.4 Award and Empanelment Process:

- Agencies that meet all eligibility criteria for their chosen Category/Tier and Domain(s) will be issued an Empanelment LoA by GIL.
- The LoA will include:
  - Name and legal details of the empanelled firm
  - Category/Tier and respective domain categories (from Sections 9.1 to 9.6)
  - Validity period (typically 3 years, extendable)
- The list of empanelled agencies will be hosted on GIL's website.
- No financials are involved at this stage.
- Empanelment does not guarantee work allocation. Work will be awarded through limited tender or nomination-based request depending on the project.

#### 8.5 Work Allocation:

- Departments/GIL/DST will issue **specific requirement documents** or ToR/RFPs to empaneled agencies for a given domain and category/tier.
- Selection among empaneled agencies will be done via:
  - QCBS (Quality-cum-Cost-Based Selection) or
  - LCS (Least Cost Selection) or
  - Nomination Basis (for urgent or niche requirements)
- Departments/GIL/DST reserves the right to ask for technical demos, presentation of approach, resource CVs, and project plan during the selection process.
- Non-responsiveness or repeated poor performance may lead to suspension from future invitations.

#### 8.6 Replacement of Non-Performing Bidders:

- GIL reserves the right to:
  - Review performance of empanelled agencies annually.
  - Replace agencies with low participation, rejection of proposals, or poor delivery.
- An agency may be removed if (based on DST/GIL/Department discretion):
  - It fails to respond to 3 consecutive work allocations.
  - Its proposals are found non-compliant on more than 2 occasions.
  - Its delivered solution is unsatisfactory or leads to project delays.

- Or under any other circumstances as GIL/DST/concerned Department deems fit, in the interest of effective implementation and service delivery.

A show- cause notice will be issued before removal.

## **SECTION IV: SCOPE OF WORK**

### **9. Objective**

To empanel technically qualified agencies under a **category/tiered structure** to support **Design, Development, Operation, and Maintenance** of digital solutions across the following categories:

- **Application Development**
- **Website Development**
- **Mobile App Development**

These solutions may be for:

- Internal use (Government workflow/process automation)
- Citizen-facing platforms (service delivery, portals, apps)
- Backend integration platforms (API, micro services, data pipeline)

#### **9.1 Core Activities Expected from Empaneled Agencies:**

- Requirement Gathering & System Analysis**
- UI/UX Design** (including responsive, accessible web/mobile UIs)
- Software/Application/Website Development**
- Mobile App Development (Android/iOS/Flutter)**
- Testing (Unit, Integration, UAT)**
- Security Auditing Compliance (CERT-In, OWASP, SSL, etc.)**
- Deployment, Hosting, Go-Live**
- O&M Support (Issue resolution, Enhancements, User Support)**
- Any other related activities with respect to the scope of work**

#### **9.2 Key Deliverables (but not limited to):**

Empaneled agencies will be responsible for the following deliverables based on the project assigned:

<b>Deliverable</b>	<b>Description</b>
SRS Document	Functional and non-functional requirement specifications

HLD/LLD	Architecture and module-level system design documents
Source Code	Fully documented source code repository with version control
Test Cases & Reports	Manual/Automated test cases, UAT scripts, and test results
Deployment Guide	Steps for server/application/cloud deployment
User Manuals	Admin/End-User training guides and manuals
Training Completion Certificate	Certificate of training to designated government officers
O&M Logs	Issue logs, bug fixes, enhancement requests, change logs
Final Handover Kit	Complete documentation, codebase, credentials, and closure report
Compliance of Scope of Work	Another task mentioned in the scope of work as part of deliverable/execution by the agency

### 9.3 Compliances (To be included under "Scope of Work", wherever applicable- but not limited to):

The empaneled agencies shall be required to ensure full compliance with applicable national and state-level guidelines, standards, and policies related to design, development, deployment, security, and maintenance of government digital solutions. These include but are not limited to:

#### **A. Mandatory Guidelines to be Complied With (wherever applicable; but not limited to)**

While executing the assigned projects, the empanelled agencies shall ensure adherence to relevant central and state government guidelines, standards, and regulatory frameworks. These may include, but are not limited to,

- i. GIGW 3.0 (MeitY),
- ii. NeSDA (DARPG),
- iii. CERT-In security advisories,
- iv. DST-GoG development and procurement guidelines,
- v. Gujarat State Data Policy,
- vi. Aadhaar Act and UIDAI protocols (where applicable),
- vii. Gujarat SDC/GSWAN hosting norms,

- viii. Open API standards,
- ix. WCAG 2.1 accessibility norms,
- x. IT Act provisions, data localization requirements,
- xi. GeM compliance,
- xii. Gujarat Cloud Policy,
- xiii. Relevant ISO/IEC standards,
- xiv. Digital Personal Data Protection Act, 2023 (DPDP).

Agencies are expected to implement these frameworks as per the scope and nature of each project.

#### 9.4 Audit & Certification Requirements

- Agencies shall be responsible for:
  - Ensuring STQC audit and certification of portals (if required).
  - VAPT (Vulnerability Assessment and Penetration Testing) through CERT-In empaneled auditors.
  - Maintaining compliance documentation and logs for periodic reviews.

#### 9.5 Breach of Compliance

- Any violation or failure to meet compliance obligations may result in:
  - Rejection of deliverables
  - Penalties as defined in the work order
  - Blacklisting or termination from empanelment

#### 9.6 Reporting Obligations:

Agencies will be required to:

- Submit **fortnightly progress reports** via email and/or task-tracking system
- Attend **review meetings** (physical/virtual) with GIL or the respective department
- Maintain **compliance records** of delivery milestones
- Raise **red flags/delays** proactively along with mitigation plans

#### 9.7 Empanelment Period:

- The empanelment shall be valid for **3 years** from the date of issue of the Empanelment Notification.
- GIL may extend the empanelment period for a maximum of 2 years based on performance and future needs.
- Any extension or renewal shall be at the sole discretion of GIL and notified in writing.

#### 9.8 Service Level Agreements (SLAs):

- Specific SLAs will be defined for each awarded work order/ToR/RFP.
- Minimum Tentative SLA components (to be customized per project):
  - Uptime ≥ 99.5%
  - Bug resolution: Minor (48 hrs), Major (24 hrs), Critical (8 hrs)
  - Response Time for Support Calls: ≤ 4 hrs
  - Monthly review meetings and updates

Non-compliance with SLAs will lead to deductions as per penalty clauses defined in work order.

#### 9.9 Performance Review & Termination Criteria:

Performance will be reviewed annually. Criteria include:

Parameter	Basis for Review
Participation Rate	Response to GIL/Department RFPs/ToRs
Technical Compliance	Number of proposals rejected due to non-compliance
Delivery Milestones	Timely delivery of projects awarded
Feedback	Internal evaluation or department feedback
Team Quality	Qualified resources deployed on assignments

An agency may be delisted from the empaneled list for:

- Continuous underperformance
- Ethical misconduct
- Violations of NDA or IPR
- Blacklisting by any state/central agency

#### 9.10 Service Level Agreements (SLAs)

To ensure timely, high-quality delivery of services and accountability, the empaneled agencies shall be governed by well-defined SLAs. These SLAs will be specified in the respective project-level work orders/RFPs/ToRs issued by GIL/Department.

#### 9.11 Performance Review & Termination Criteria:

##### A. Performance Evaluation

GIL or the concerned department may periodically review the agency's performance based on:

- Timeliness and adherence to milestones
- Resource availability and continuity

- Quality of deliverables
- Responsiveness to communication
- Compliance with SLAs

**B. Non-performance / Breach Consequences:**

- **First Instance:** Warning and performance improvement plan
- **Second Instance:** Imposition of penalties
- **Repeated Defaults (3 or more):** Termination from empanelment and forfeiture of performance security

**9.12 Empanelment Period:**

- **Initial Duration:** 3 years from the date of issuance of empanelment letter.
- **Extension:** GIL reserves the right to extend the empanelment period for 1+1 year on the same terms and conditions based on performance and future needs.
- **Review:** Annual performance review shall be conducted for each empaneled agency.

**9.13 Replacement of Non-Performing Bidders:**

In case of consistent non-performance, breach of project-level SLAs, or non-availability of resources, the following actions shall be taken:

- Replacement from Other Empaneled Vendors:** The concerned department may request GIL to reallocate the scope to another empaneled agency.
- Debarment:** Agency may be barred from future opportunities for up to 2 years.
- Loss Recovery:** Damages/losses due to failure may be recovered from pending invoices or PBG.



**SECTION V:**

***FORM 1: BID PROPOSAL FORM***

**Date:**

**Tender No:**

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

**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 “\_\_\_\_\_” in conformity with the said bidding documents for the same 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 all or any bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

Signature

(In the capacity of)

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

## **FORM 2: EMD DETAILS**

Earnest Money Deposit Details

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

## **FORM 3: ELIGIBILITY CRITERIA**

Form No. A: Registration Details

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

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

Name:

Designation:

Signature of the Authorized Signatory (with seal):

## **FORM 4: PERFORMANCE BANK GURANTEE**

(To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.

Date:

To,

DGM (App)

Gujarat Informatics Limited

2<sup>nd</sup> Floor, Block No. 2, Karmayogi Bhavan, C&D Wing, Sector 10-A, Gandhinagar - 382010

Gujarat, India

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 \_\_\_\_\_ 2025.

\_\_\_\_\_  
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

2<sup>nd</sup> 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 **'Request for Proposal (RFP) for empanelment of agencies for design, development, operation & maintenance of Software Application/ Website/ Mobile Application for GIL & various Govt. Departments / Offices / Boards / Corporations/ Company etc. through GIL ' [REDACTED] ' dated [REDACTED] 2025**, 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 ----- 2025.

### **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/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/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 \_\_\_\_\_ 2025.

\_\_\_\_\_

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 : Non-Disclosure Agreement***

### **CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

**THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT** (the "Agreement") made this \_\_\_\_ day of \_\_\_\_\_ (the "Effective Date") by and between \_\_\_\_ a \_\_\_\_\_ corporation, and \_\_\_\_\_ a \_\_\_\_\_ corporation, (collectively, the "Parties" and each individually a "Party").

The Parties are exploring the possibility of engaging in one or more mutually beneficial business relationships (collectively, the "Business Relationship"). The Parties recognize that in the course of their discussions to further the Business Relationship, it will be necessary for each Party to disclose to the other certain Confidential Information (as defined below). Each Party desires to set forth the terms that apply to such Confidential Information.

**NOW, THEREFORE**, for and in consideration of the foregoing, of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

**1.** The Parties shall (i) use reasonable efforts to maintain the confidentiality of the information and materials, whether oral, written or in any form whatsoever, of the other that may be reasonably understood, from legends, the nature of such information itself and/or the circumstances of such information's disclosure, to be confidential and/or proprietary thereto or to third parties to which either of them owes a duty of nondisclosure (collectively, "Confidential Information"); (ii) take reasonable action in connection therewith, including without limitation at least the action that each takes to protect the confidentiality of its comparable proprietary assets; (iii) to the extent within their respective possession and/or control, upon termination of this Agreement for any reason, immediately return to the provider thereof all Confidential Information not licensed or authorized to be used or enjoyed after termination or expiration hereof, and (iv) with respect to any person to which disclosure is contemplated, require such person to execute an agreement providing for the treatment of Confidential Information set forth in clauses (i) through (iii). The foregoing shall not require separate written agreements with employees and agents already subject to written agreements substantially conforming to the requirements of this Section nor with legal counsel, certified public accountants, or other professional advisers under a professional obligation to maintain the confidences of clients.

**2.** Notwithstanding the foregoing, the obligation of a person to protect the confidentiality of any information or materials shall terminate as to any information or materials which: (i) are, or become, public knowledge through no act or failure to act of such person; (ii) are publicly disclosed by the proprietor thereof; (iii) are lawfully obtained without obligations of confidentiality by such person from a third party after reasonable inquiry regarding the authority of such third party to possess and divulge the same; (iv) are independently developed by such person from

sources or through persons that such person can demonstrate had no access to Confidential Information; or (v) are lawfully known by such person at the time of disclosure other than by reason of discussions with or disclosures by the Parties.

**3.** All Confidential Information delivered pursuant to this Agreement shall be and remain the property of the disclosing Party, and any documents containing or reflecting the Confidential Information, and all copies thereof, shall be promptly returned to the disclosing Party upon written request, or destroyed at the disclosing Party's option. Nothing herein shall be construed as granting or conferring any rights by license or otherwise, express or implied, regarding any idea made, conceived or acquired prior to or after the Effective Date, nor as granting any right with respect to the use or marketing of any product or service. The Parties shall use the Confidential Information only for the Business Relationship.

The obligations of the Parties under this Agreement shall continue and survive the completion or abandonment of the Business Relationship and shall remain binding for a period of three (03) years with extended contract period (if applicable) from the Effective Date.

**4.** As a violation by either Party of this Agreement could cause irreparable injury to the other Party and as there is no adequate remedy at law for such violation, the non-breaching Party may, in addition to any other remedies available to it at law or in equity, enjoin the breaching Party in a court of equity for violating or threatening to violate this Agreement. In the event either Party is required to enforce this Agreement through legal action, then it will be entitled to recover from the other Party all costs incurred thereby, including without limitation, reasonable attorney's fees.

**5.** Neither Party makes any representation or warranty with respect to any Confidential Information disclosed by it, nor shall either Party or any of their respective representatives have any liability here under with respect to the accuracy or completeness of any Confidential Information or the use thereof.

**6.** Any provision of this Agreement held or determined by a court ( or other legal authority) of competent jurisdiction to be illegal, invalid, or unenforceable in any jurisdiction shall be deemed separate, distinct and independent, and shall be ineffective to the extent of such holding or determination without (i) invalidating the remaining provisions of this Agreement in that jurisdiction or (ii) affecting the legality, validity or enforceability of such provision in any other jurisdiction.

**7.** Any notice required or permitted to be given here under shall be (a) in writing, (b) effective on the first business day following the date of receipt, and (c) delivered by one of the following means: (i) by personal delivery; (ii) by prepaid, overnight package delivery or courier service; or (iii) by the United States Postal Service, first class, certified mail, return receipt requested, postage prepaid. All notices given under this Agreement shall be addressed to the addresses stated at the outset of this Agreement, or to new or additional addresses as the Parties may be advised in writing.

**8.** This Agreement is to be governed by and construed in accordance with the laws of the state of Neither Party shall be deemed to waive any of its rights, powers or remedies here under unless such waiver is in writing and signed by said Party. This

Agreement is binding upon and inure to the benefit of the Parties and their successor and assigns.

**9.** This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and is intended as the Parties' final expression and complete and exclusive statement of the terms thereof, superseding all prior or contemporaneous agreements, representations, promises and understandings, whether written or oral for the said subject matter. Neither Party is to be bound by any pre-printed terms appearing in the other Party's form documents, tariffs, purchase orders, quotations, acknowledgments, invoices, or other instruments. This Agreement may be amended or modified only by an instrument in writing signed by both Parties.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

**By:**

**By:**

**Name:**

**Name:**

**Title:**

**Title:**

### ***FORM 7: Performa of Compliance Letter***

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

Date: *dd /mm /yyyy*

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

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

Dear Sir,

With reference to above referred tender, I, undersigned <<Name of Signatory>>, in the capacity

of <<*Designation of Signatory*>>, is authorized to give the undertaking on behalf of <<*Name of the bidder*>>. We have to inform you that we have read and understood the qualification criteria, scope of work and all other requirements of the above-mentioned bid submitted by us on <<*Date*>>. We hereby confirm that all our bid proposal are absolutely compliant with the requirements, specifications mentioned in the bid document. We also explicitly understand that our bid proposal meet technical & other specifications of the bid.

We are not banned or blacklisted by any Government institution of India. In case of breach of any of the terms and conditions of the tender or deviation from bid specifications other than already specified as mentioned above, the decision of GIL Tender Committee for disqualification will be final and accepted by us.

Thanking you,

*For <Name of the bidder>>*

*<<Authorized Signatory>>*

*<<Stamp of the bidder>>*

### **FORM 8: Declaration Letter**

Physical submission on Company's letter head.

Date: DD:MM:YYYY

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

**Subject:** DECLARATION OF NOT BANNED/BLACKLISTED/DEBARRED

Dear Sir,

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**Name of the Company:** \_\_\_\_\_

**Date:** / / .

**Place:** \_\_\_\_\_.

### ***Form 09: On letterhead of Bidder***

**Undertaking as per guidelines published by Ministry of Finance, Dept. of Expenditure,  
Public Procurement division dated 23.07.2020.**

Mr.\_undersigned authorized representative of M/s <<Name of Bidder >> has read clause regarding restriction on procurement from a bidder of a country which shares a land border with India; I certify that <<Name of Bidder >> is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that <<Name of Bidder >> fulfills all requirements in this regard and eligible to be considered. [Where applicable, evidence of valid registration by Competent Authority shall be attached.]

If given information is found to be false, this would be ground for immediate termination and further legal action in accordance with law.

(Signature)

Authorized representative of <<Name of Bidder >>

### **Form 10: Format for Power of Attorney**

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

Dated: POWER OF ATTORNEY

To Whomsoever It May Concern

Know all men by these presents, we constitute, appoint and authorize Mr./Ms./Mrs.  
\_\_\_\_\_ (name and registered office address of the Bidder) do hereby (Name of the  
Person(s)), domiciled at \_\_\_\_\_ (Address), acting \_\_\_\_\_ as  
(Designation and the name of the firm), as Authorized

Signatory and whose Signature is attested below, as our attorney, to do in our name and on our  
behalf, all such acts, deeds and things necessary in connection with or incidental to our  
Proposal for award of Contract "[Name of Assignment]", vide RFP (Tender Document)  
Document No. \_\_\_\_\_ dated \_\_\_\_\_, issued by Gujarat Informatics Limited, including  
Signing and submission of all documents and providing information and responses to  
clarifications / enquiries etc. as may be required by Gujarat Informatics Limited or any  
governmental authority, representing us in all matters before Gujarat informatics Limited,  
and generally dealing with GIL in all matters in connection with our Proposal for the said  
Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said  
attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our  
aforesaid attorney shall and shall always be deemed to have been done by us.

For \_\_\_\_\_ (Name, Title and Address)

Accept (Attested Signature of Mr./Ms./Mrs.) \_\_\_\_\_ (Name, Title and  
Address of the Attorney)

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

## **Annexure-10: Declaration of Tier and Category Selection with Compliance Checklist**

*(To be submitted on the bidder's letterhead, duly signed and stamped by the Authorized Signatory)*

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

### **Subject: Declaration of Empanelment Tier and Category Selection with Compliance Confirmation**

Sir,

With reference to the **Request for Proposal (RFP) for Empanelment of Agencies for Design, Development, Operation & Maintenance of Software Application/ Website/ Mobile Application for GIL and various Government Departments/ Entities in Gujarat**, we, the undersigned, hereby declare the following:

#### **1. Category/Tier Selection:**

We propose to apply for empanelment under the following Tier:

<b>Selected Category (Please ✓ only one)</b>	<b>Tier Applied</b>
Tier 1	<input type="checkbox"/> Yes / <input type="checkbox"/> No
Tier 2	<input type="checkbox"/> Yes / <input type="checkbox"/> No

**Note:** A bidder may apply for empanelment under **only one category**.

#### **2. Area(s) of Empanelment:**

We further confirm that we seek to be empaneled under the following area(s) of service offerings, and comply with the eligibility criteria specific to each selected area, as per the selected Tier:

<b>#</b>	<b>Area of Empanelment</b>	<b>Opted (✓)</b>
1	Application Development Projects	<input type="checkbox"/>
2	Website Development Projects	<input type="checkbox"/>
3	Mobile Application Development Projects	<input type="checkbox"/>

#### **3. Eligibility Compliance Checklist (Category & Area-specific):**

We hereby declare and confirm that we fully comply with the eligibility criteria as laid out in the RFP document for the **selected Tier and each of the selected areas**. The supporting documents have been enclosed in the technical bid as per the compliance matrix.

<b>Sr. No.</b>	<b>Pre-Qualification Criteria</b>	<b>Compliance (Yes/No)</b>	<b>Supporting Documents Page No.</b>
1	Registration Status		
2	PAN and GSTIN		
3	Net Worth (Positive in 3 out of 4 years)		



4	Net Profit (in 3 out of 4 years)		
5	Not Blacklisted		
6	Average Turnover (as per Tier)		
7	Certification & Compliance (as per Tier)		
8	Minimum Resources on Payroll (as per Tier)		
8.1	Minimum Qualified Resources (as per Tier)		
9.1	Work Experience in respective domain Projects		
9.2	Work Experience in respective domain Projects		

#### 4. Declaration

We hereby declare that:

- All information furnished in this form and the supporting documents submitted are true and correct to the best of our knowledge and belief.
- We fully understand that any misrepresentation or suppression of facts may lead to disqualification from the empanelment process.
- We agree to present our credentials and work experience before the Technical Evaluation Committee (TEC), as required, and accept that the final decision regarding eligibility and empanelment will rest solely with the TEC.
- We also understand that our application will be considered for empanelment only if we meet all eligibility criteria for the Tier and area(s) applied for.

#### Authorized Signatory Details:

Name of the Bidder:

Name & Designation of Authorized Signatory:

Contact Number:

Email ID:

Office Address:

Place:

Date:

Signature with Seal: