

# Notice Inviting Tender

FOR

**SELECTION OF AGENCY for Implementation of  
Personnel Information Management System (PIMS)**

BY

**ASSAM ELECTRONICS DEVELOPMENT CORPORATION LTD. (AMTRON)  
Industrial Estate, Bamunimaidan, Guwahati, Assam, Pin: 781021**



Tender no. AEDC/IT/AP/2023/524

Dated 19<sup>th</sup> November, 2024

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## 1. SHORT NOTICE INVITING TENDER

TENDER No. AEDC/IT/AP/2023/524

Date: 19<sup>th</sup> November, 2024

E-Tenders in two bids system (Technical & Commercial bids) are invited by the undersigned from the firms/bidders for evaluation and selection for design and development of Personnel Information Management System (PIMS) Intelligence Solution

Submission of bid shall be through e-procurement portal <https://assamtenders.gov.in>. Further details and subsequent communication may be seen at <https://assamtenders.gov.in>

The important dates governing the e-bid are given below:

Sl No.	Event	Details
1.	Downloading of bid document	From 19 <sup>th</sup> November, 2024 ( 12: 30 PM)
2.	Time & Last Date for Submission of bid	Up to 12.30 PM on 29 <sup>th</sup> November, 2024
3.	Pre bid meeting	25 <sup>th</sup> November,2024 at 12.00 PM
4.	Date and time of Opening of Technical Bid	At 1.30 PM on 29 <sup>th</sup> November, 2024
5.	Date and time of opening of commercial bid	To be notified later
6.	Single point of contact	Mail ID: <a href="mailto:md@amtron.in">md@amtron.in</a>

Sd/-

Managing Director,  
Assam Electronics Development Corporation Ltd.  
Industrial Estate, Bamunimaidan, Guwahati-21

## 2. NOTICE INVITING TENDER (NIT)

### A. Background:

AMTRON was established in 1984 under the aegis of the Department of Industries and Commerce, Government of Assam to promote, establish and develop Electronics and allied industries in the State. With the inception of the Department of Information Technology in 2003, AMTRON was brought under the department in the same year. AMTRON is nominated as the State Level Agency to implement the IT policy for Govt, of Assam. AMTRON has played a significant role in extending technology and services to organizations to maximise competitive advantage and grow market share. AMTRON's solutions and services can be integrated easily with support from professional expertise in open source making any project cost-effective and viable for any enterprise. Today it is a visible and vibrant force in the electronics scenario of the north-east. AMTRON has grown quietly over the years to make it capable of meeting the challenges of the Information Revolution.

The Corporation is now contemplating for implementation of PIMS to put in place a robust, integrated and automated system that bring all the activities of the human resources under one roof and provide unified service to one and all a roof Personnel Information Management System (PIMS). In view of above fact, the AEDC Ltd on behalf of a state organization, has floated this tender to shortlist agencies having the right kind of experience and expertise to select one of them through Open Bidding Method

### B. Procurement of bid documents:

Tenders must be accompanied by Tender Processing Fee of Rs. 1000/- (Nonrefundable) and EMD of Rs. 2,10,000/- Refundable (Rupees Two Lakh Ten Thousand only) may be submitted through online mode i.e. State Bank Multi Option Payment System (SBMOPS) on <https://assamtenders.gov.in>. If the tenderer fails to submit the same, their tenders will be rejected.

The detailed Tender Document, once purchased, cannot be returned, resold, transferred, or reassigned; and there shall not lay any claim on AMTRON for refund of tender fee, payment of expenses incurred etc. and AMTRON shall not be responsible in any way for any damage, loss etc., consequential or otherwise, to any parties. This Tender Document is not transferable.

**Firms registered with MSME/NSIC are exempted from submission of EMD.**

### C. Eligibility Criteria:

- a. The Bidder must be a registered firm in India (a Company)
- b. GST registration certificate.
- c. PAN
- d. Incorporation/Trade License

- e. Income tax returns acknowledgement for last 3 (three) Assessment Year (i.e., 2020-21, 2021-22, 22-23).
- f. Balance sheet for last 3 (three) Assessment Year (i.e., 2020-21, 2021-22, 22-23) or Format 5 on the letter head of CA
- g. Average Annual Turnover for last three assessment year should not be less than of Rs. 1 Cr authenticated by the Charter Accountant.
- h. The Bidder must have prior experience of similar field (Detailed experience in the field should be submitted).
- i. Should not have been black listed by any State Government, Central Government or any other Public Sector undertaking or a Corporation or private organization as on the date of tender submission ( As per Annexure ).
- j. In line with the condition with the Government of India, the Bidder must be a registered firm in India (a Company) in existence for at least three year.
- k. The bidder should have an office in the state of Assam, to provide technical assistance and necessary support.

**D. Bid Evaluation:**

All evaluation process will be carried out by a Bid Evaluation Committee for evaluation of Evaluation Criteria. The bidder will the lowest tender or lowest bid or the lowest quotation received in the tender, bidding process will be considered for award of the contract.

**E. Important Information:**

Sl No.	Event	Details
1.	Downloading of bid document	From 19 <sup>th</sup> November, 2024 ( 12:30 PM)
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5.	Date and time of opening of commercial bid	To be notified later
6.	Single point of contact	Mail ID: <a href="mailto:md@amtron.in">md@amtron.in</a>

sd/  
 Managing Director,  
 Assam Electronics Development Corporation Ltd.  
 Industrial Estate, Bamunimaidan, Guwahati-21

### 3. SCOPE OF WORK

#### A. Detailed Scope of Work:

##### **Scope of Work: Personnel Information Management System (PIMS)**

This outlines the scope of work for implementing a Personnel Information Management System (PIMS), specifically focusing on its role in digitizing and streamlining human resource management. The primary objective is to create a centralized digital platform that efficiently manages personnel data, facilitates decision-making, and enhances organizational workflow.

#### **1. Project Overview**

The PIMS aims to provide a unified, digital solution to manage and maintain personnel records for large organizations, ensuring data accuracy, accessibility, and efficiency. The system is particularly for a state organizations, where a large number of personnel (dispositions) are spread across various locations. The PIMS will serve as a comprehensive tool to automate routine administrative tasks and provide real-time data for improved decision-making.

#### **2. Key Features and Functionalities**

The system will incorporate several core and advanced features to optimize the management of personnel records, workflow, and decision-making processes. The following key features define the scope of the PIMS software:

##### **2.1 Recording and Maintenance of Personal Data**

- **Data Entry & Tracking:** Centralized and digitized platform for entering and tracking personnel data (name, PAN, contact details, etc.).
- **Disposition Information Requirements:** The system shall capture and store all critical personnel information, including joining dates, performance history, qualifications, and more.
- **Real-Time Data Access:** The system shall ensure that all personnel data is available and accessible in real-time, eliminating manual intervention.

##### **2.2 Digitization of Personnel Records**

- **Centralized Digital Repository:** Personnel data, including family details, education, training records, promotions, and performance evaluations, shall be stored digitally.
- **Automatic Data Updates:** The system shall ensure automatic updates of personnel service records, including appointments, promotions, rewards, and leave balances.
- **Unique Disposition ID:** The system shall generate a unique ID for each disposition, tracking their career progression, including retirement or detachment.

##### **2.3 Integrated Dashboard**

- **Dashboard Overview:** An intuitive dashboard shall be provided for a consolidated view of all relevant personnel information.
- **Real-Time Monitoring:** Administrators shall be able to track key performance indicators and receive real-time updates on personnel activities.
- **Module Integration:** The dashboard shall include access to specific modules (leave, transfers, deputations, etc.), enhancing user interaction and efficiency.

#### 2.4 Enhanced Decision-Making

- **Reporting and MIS Module:** The system shall offer various reports, including disposition strength reports, retirement reports, welfare fund reports, and more, facilitating data-driven decision-making.

#### 2.5 Disposition Management Modules

Several specific modules will streamline personnel management:

##### A. Disposition Verification Module

- **Data Verification:** Digital verification of personnel records, integrating data from the Finance Department.
- **Current Posting Update:** The system will track and update the location of each disposition.

##### B. Unique Disposition Code Generation Module

- **Unique ID Assignment:** The system shall generate a unique ID for each disposition, ensuring seamless tracking throughout their service.
- **Centralized Record Retrieval:** All records related to a disposition shall be accessed through their unique ID.

##### C. Disposition Service Record Module

- **Comprehensive Service Record:** Personal and service-related data (appointments, promotions, rewards, offenses) will be recorded in a digital service sheet.
- **Real-Time Updates:** The module shall ensure that service records are updated automatically, facilitating easy tracking of disposition status (e.g., in-service, retired, suspended, etc.).

##### D. Transfer Management Module

- **Transfer Release and Joining:** The system shall facilitate smooth transfer processes, including automatic updates when personnel are transferred, promoted, or reassigned.
- **Transfer with Promotion:** In cases of promotion with transfer, the system shall update both the personal and transfer records simultaneously.

##### E. Deputation Management Module

- **Deputation Release & Joining:** The module shall have to manage deputation orders, updating the disposition's personal records accordingly.

##### F. Training Management Module



- **Training Record Management:** The module shall manage records of personnel training, from release orders to training completions.
- **Automatic Updates:** Personal records shall be automatically updated with training-related information.

#### G. Leave Management Module

- **Automated Leave Application & Approval:** Dispositions can apply for leave digitally, and administrators can approve it through an automated process.
- **Real-Time Leave Balance Updates:** The system shall keep real-time leave balances, eliminating manual record-keeping.

#### H. Salary Slip Generation Module

- **Salary Slip Generation:** Integrates with the Finance Department to generate monthly salary slips.
- **Role-Based Access Control:** Only authorized personnel shall have access to sensitive salary-related information.

### 2.6 Improved Work Efficiency

- **Automation of Routine Tasks:** Routine administrative tasks like data entry, updating service records, and managing transfers/deputations will be automated, saving time and reducing errors.

### 2.7 Time-Saving and Better Resource Utilization

- **Automated Notifications:** Real-time notifications keep administrators informed of activities like leave approvals, transfers, or training sessions.

### 2.8 Robust and Versatile Data Storage

- **Comprehensive Data Collection:** The system shall store personnel data such as compensation history, emergency contacts, performance records, and training certifications.
- **Secure Data Storage:** Data shall be securely stored in SDC (State Data Centre) with access limited to authorized personnel.

### 2.9 Exhaustive Reporting & Management Information System (MIS)

- **Report Generation:** The system shall be able to generate comprehensive reports such as total disposition reports, branch-wise reports, retirement lists, and transfer records.
- **Data Analytics:** Advanced analytics tools shall empower decision-makers with insights into personnel performance and organizational efficiency.

### 2.10 Easy Accessibility and Notification System

- **24/7 Accessibility:** Personnel data shall be accessible at any time, from any location, without the need for manual intervention.
- **Real-Time Notifications:** The system shall provide timely alerts and notifications for key events like transfer orders, leave approvals, and policy changes.

### 3. Modules to Be Implemented

The following modules shall be developed and integrated into the PIMS platform to achieve comprehensive functionality:

- **Disposition Verification Module**
- **Unique Disposition Code Generation Module**
- **Disposition Service Record Module**
- **Transfer Management Module**
- **Deputation Management Module**
- **Leave Management Module**
- **Salary Slip Generation Module**
- **Training Management Module**
- **Reports & MIS Module**

### 4. Expected Deliverables

Upon successful implementation of PIMS, the following deliverables shall be provided:

- Fully functional and secure PIMS software, accessible via web and mobile platforms.
- Digitization of all personnel records, ensuring up-to-date information.
- Integrated modules for personnel verification, service records, transfers, deputations, training, and leave management.
- Real-time reporting and analytics capabilities.
- Role-based access control for enhanced security.
- Comprehensive user manuals and training sessions for system users and administrators.

In addition to the IT solution, the System Integrator (SI) shall be responsible for deploying technical manpower across Assam positioned at each district under PMU (project management unit), at their own expense and providing the following equipment and services:

- **Laptops:** The SI shall provide laptops with adequate configuration, suitable for quality control and efficient office management, on a rental/hiring basis.
- **Internet:** The SI must provide internet access for their deployed personnel at their own cost.
- **Manpower:** The SI shall deploy a minimum of 33 technical personnel on-site across the state to manage IT-related tasks, digitization work, and provide necessary technical assistance. SI must adhere to all labour laws existing at the time of awarding the contract.

**Note:** The SI is required to visit all state district offices for an initial system study and to gather insights about the existing system in place.

- **Lodging, Food, and Transportation:** The SI will have to cover all related expenses, including lodging, food, and transportation, incurred during the survey and execution of the work. The Corporation will not be responsible or liable to pay for any related cost.

**The Scope of work includes but is not limited to the development and implementation of the aforementioned modules.** AEDC LTD. reserves the right to add, delete or modify the modules as an when deemed necessary.

**B. Consideration for Project:**

Bidders are required to quote against each and every item in the Commercial Bid. A partial response to the tender will render the bid null and void. Prices shall be quoted in Indian National Rupees (INR).

**4. INSTRUCTION TO BIDDERS**

**A. Procedure for Bid Submission:**

The bidders are requested to submit the following:

- a) Technical bid on e-procurement portal and hard copy as detailed in RFP document.
- b) Financial Proposal on e-procurement portal. No hard copy of financial proposal is to be submitted.
- c) In case, the technical bid opening date is declared a holiday, then the tender will be opened on the next working date.
- d) The Tender Document is not transferrable.

**B. Instruction for Online Bid Submission:**

Bids (Technical & Price bid) shall be submitted online on <https://assamtenders.gov.in> as well as hard copies as detailed below.

- a) The participating bidders in the tender should register themselves free of cost on e-procurement portal in the website <https://assamtenders.gov.in>
- b) Bidders can log-in to e-procurement platform in secure mode only by signing with the Digital certificates.
- c) The bidders should scan and upload the respective documents in Technical bid and Commercial Bid documentation as specified in the e-tendering portal. The bidders are advised to scan the relevant document with 100 DPI only to reduce the file size.
- d) Technical & Commercial bids are to be digitally uploaded in the e-tendering portal. Please Note that Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal but should only be indicated in the Financial Proposal failing which the bid submitted shall be summarily rejected.
- e) Please Note that all the formats given has to be duly filled up and submitted in the bid failing which the bid submitted shall be summarily rejected.
- f) Submission of hard copy of the financial bid shall make cause the bid to be summarily

disqualified.

**C. Instruction for Hard Copy Submission:**

The bidders should submit the hardcopies of the following only:

- a) Signed copy of bid document as a token of acceptance of the clauses and terms & conditions of the RFP.
- b) Court fee of Rs.8.25 purchased in Assam is to be affixed in the page of signed copy of the RFP.
- c) Proof in respect of document fee/tender fee and EMD.
- d) Power of Attorney in Original for the authorised signatory as per Format.
- e) All these above documents as mentioned above should be sealed in an envelope and to be submitted in the O/o Managing Director, Assam Electronics Development Corporation Ltd., Bamunimaidan, Guwahati-781021, within the bid submission time & date mentioned in the bid document. The cover thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".
- f) Only one hard copy of Technical Bid is required to be submitted.
- g) Incomplete bids will be summarily rejected.

**D. Other Conditions of bid submission:**

- a) Purchaser will not hold any risk and responsibility regulating non-visibility of the scanned and uploaded documents. If documents are not visible, the same may not be evaluated at the risk of the bidder.
- b) The Documents that are uploaded online on e-procurement portal will only be considered for Bid Evaluation.
- c) The Bidder shall bear all costs associated with the preparation and submission of its bid including cost of presentation for the purposes of clarification of the bid.
- d) The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and Purchaser, shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.
- e) It shall be deemed that the bidders have done careful study and examination of the Tender document and has fully understood the implications.
- f) The response to the Tender should be full and complete in all respects. Failure to furnish the requisite information or submission of a proposal not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of the proposal and forfeiture of the EMD
- g) All materials submitted by the bidder become the property of Purchaser and may be returned at its sole discretion.
- h) A firm shall submit ONLY ONE bid.

- i) No sub-contracting is allowed in this bid or Purchase Order.
- j) Failure to furnish any of the uploaded documents, certificates, will entail rejection of the bid. Purchaser shall not hold any risk on account of postal delay. Similarly, if any of the certificates, documents, etc., furnished by the Bidder are found to be false / fabricated / bogus, the bidder will be disqualified, blacklisted, action will be initiated as deemed fit and the Bid Security will be forfeited.
- k) The hard copies and the soft copies submitted should be properly indexed, page numbered and appropriately flagged / tagged; and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- l) The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be signed by the person or persons signing the bid.
- m) The Tender should be signed on all the pages by the Bidder or his authorised representative and should be affixed with the bidder's Seal

**E. Bid queries:**

A prospective Bidder requiring any clarification on the tender document may submit their queries, in writing, to the contact person and as per schedule indicated in Notice Inviting tender- Key events and dates. The queries must be submitted in the following format only to be considered for clarification:

Sl No.	Page No.	Clause No.	Subject	Query

Purchaser will respond to all pre-bid queries on the e-procurement portal. If required a Pre-bid meeting will be held to answer the queries. However, Purchaser makes no representation or warranty as to the completeness of the response, nor does it undertake to answer all the queries that have been raised. Queries raised after the date prescribed as the last date of pre-bid queries in the RFP, will not be answered. Individual responses will not be communicated to any bidder.

**F. Supporting Documents for eligibility criteria:**

Documentary evidence for the fulfillment of minimum levels of criteria claimed in respect of the criteria & preconditions as are mentioned in the Evaluation Criteria, must be submitted by the bidder as part of the Technical bid.

The bidder must index the relevant sections and should necessarily mention, in reference, in the relevant document/ page/ paragraph/ section/ part thereof etc. of the original bid document, the Page(s) no. /annexure(s) no. of the page(s) wherein the necessary information pertaining to the particular document/ page/ paragraph/ section/part thereof etc. is provided.

Information provided in the bid and the documents submitted as evidence towards fulfillment of criteria, strength in respect of criteria, terms and conditions of the tender must provide for clear interpretation of the required information. In this regard, bidder may provide appropriate notes in the documents to

ensure such clarity and fair interpretation of the documents/information. However, decision of purchaser in matters of interpretation of documents will be final and no disputes will be entertained in this regard.

#### **G. Amendment or Supplementation of Tender Document**

At any time before the deadline for submission of bids, the purchaser may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding document by issuing an addendum or corrigendum. All the amendments/ Corrigendum made in the document would be published in the procurement portal. All such amendments shall be binding on bidders. The bidders are also advised to visit the aforementioned portal on regular basis for checking necessary updates. Purchaser reserves the rights to amend the dates mentioned in Notice Inviting Tender.

#### **H. Termination of bidding process:**

The Purchaser may terminate the tender process at any time and without assigning any reason. Purchaser makes no commitments; either expresses or implied that this process will result in a business transaction with any bidder.

#### **I. Technical Bid Documents:**

The Technical Bid should be uploaded only in e-Procurement portal with all documents as mentioned. Also a hard copy of the Technical Bid shall be submitted to the undersigned.

#### **J. Commercial Bid:**

The Bidder shall quote price in the prescribed format, the unit rates and total Bid Price of the equipment / services, it proposes to provide as per the Tender document. Prices should be shown separately for each item as detailed in Tender Documents.

The Commercial Bid should be uploaded only in e-procurement portal; no hard copy is to be submitted.

- a) The taxes type, rate and amount should be shown separately, and should not be clubbed with the unit prices.
- b) Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. However, purchaser reserves the right to negotiate the prices quoted in the bid to effect downward modification.
- c) Price shall be quoted for all the items mentioned in Commercial bid.
- d) The Prices shall be valid for delivery on FOR basis to the designated delivery points.
- e) The Commercial bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out. It is mandatory that

such charges wherever applicable / payable should be indicated separately. However, should there be a change in the applicable taxes purchaser reserves the right to negotiate with the Bidder.

- f) Prices in any form or by any reason before opening the Commercial Bid should not be revealed, failing which the offer shall be liable to be rejected.
- g) Prices shall be quoted in Indian National Rupees (INR).
- h) All payments will be subjected to tax deduction at source as applicable/required at the prevailing tax rates.
- i) It is the responsibility of the Bidder that all local/ national conditions and laws be factored properly while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by purchaser and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by purchaser on account of failure of the Bidder to appraise themselves of such laws and/or site conditions.
- j) The Unit Rate as mentioned in the following formats shall be used for the purpose of 'Change Order' for respective items, if any. However, based on the market trends, purchaser retains the right to negotiate this rate for future requirements.

#### **K. Performance Bank Guarantee:**

- i. Submission of Performance Bank Guarantee  
The successful bidder shall furnish a Performance Bank Guarantee (PBG) for an amount equivalent to 5% (five percent) of the total contract value, issued by a scheduled or nationalized bank, within 15 days of receiving the Letter of Award (LOA) or Work Order.
- ii. Validity of the Guarantee  
The PBG shall remain valid for the entire duration of the contract, including the defect liability period, if applicable.
- iii. Encashment of Guarantee  
The AEDC LTD reserves the right to invoke the PBG in the event of the Contractor's failure to perform any contractual obligations, including but not limited to:
  - o Non-completion of the work or supply within the agreed timelines.
  - o Non-compliance with the terms and conditions of the contract.
- iv. Release of Guarantee  
The PBG will be returned to the Contractor upon successful completion of all contractual obligations, including the defect liability period, subject to deductions, if any, as per the terms of the contract.
- v. General Conditions
  - o The bank guarantee shall be unconditional and irrevocable.
  - o It must be issued in the format provided in **Annexure- 10**
  - o The bank guarantee shall be enforceable at Guwahati

#### **L. Bid Validity Period:**

Bids shall remain valid for 365 days after the date of opening of Technical Bids prescribed by the purchaser. A bid valid for a shorter period may be rejected as non-responsive. The prices excluding the taxes, finalized after opening the tenders shall not increase throughout the period of implementation. Extension of Period of Validity: In exceptional circumstances, purchaser may request the Bidder(s) for an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax). The bidder shall be at liberty to refuse the request. In such a circumstance, it will be construed that the bidder has withdrawn his bid and will not be entitled to claim or receive any penalty/damages/interest/charges. However, he will be entitled to return of his bid documents submitted and refund of the EMD.

#### **M. Modification/ Withdrawal of bids by bidder:**

Modification and withdrawal of bids can be done as per the Rules of e-Procurement in the Portal.

#### **N. Bid Evaluation Criteria:**

All evaluation process will be carried out by Bid Evaluation Committee with sub committees- formed as required. The decision of the Bid Evaluation Committee shall be final and no correspondence will be entertained outside the process of negotiation by the Committee.

**Technical Bid:** The technical bid will be opened and examined for genuineness of the bid, documents for compliance to the pre-qualification requirements, submission of EMD, adequacy of documents, whether any computational errors have been made, whether the documents have been properly signed and the documents are prima-facie in order and information as stated to be required in this tender has been submitted, correct fulfillment of all required formalities. Thereafter the bids will be analyzed for fulfillment of the key requirements as an objective measure and the company profile will be studied. A bid determined not substantially responsive will be rejected and may not subsequently be made responsive by the Bidder by correction of the non-conformity. However, the committee may waive any informality or non-conformity or irregularity in a bid which does not constitute a material deviation according to the Bidder, provided such waiver does not prejudice or affect the relative ranking of any Bidder. The Committee may also call for any clarifications as required.



**Eligibility criteria:**

The proposal should adhere to the following criteria:

S. No.	Eligibility Criteria	Documents required
1	The Agency should be a registered entity with minimum 3 years of existence on the day of the submission of e-Bid, with work done in the related services field as laid down in the RFP. (The agency can be a sole proprietorship or a partnership firm or a Limited Liability Partnership Firm or a Company incorporated under Companies Act 1956/ 2013. (Chambers, associations & societies, trusts are not eligible to participate)	Certificate of Incorporation under Companies Act 1956/2013, and other applicable Acts (Proprietorship/Partnership Firm / Company) • PAN Card • GST Registration • ITR
2	The Agency should have a minimum average annual turnover of INR 1 Cr during the last 3 financial years (i.e., 2020-21, 2021-22, 22-23)	certificate in the prescribed Format-5 or a copy of Annual Report comprising of Balance Sheet and Profit & Loss Account and schedules
3	The Agency must have successfully operated and maintained similar services in India.	Letter of Award/ Agreement/ Work Order/ Completion Certificate.
4	ISO Certification: ISO 9001:2015 certification ISO 27001:2013 certification ISO/IEC 20000-1:2011 certification	Submit Certificate (any of the mentioned certificate)
5	Permanent Account no. under the Income tax Act, Registration under the GST	Submit proof of all the certificates
6	The bidder should not have been blacklisted by any institution of the Central or State government on ground of involvement of the bidder in corrupt or fraudulent practices	Self-declaration/undertaking to this effect on company's letter head signed by company's authorized signatory.
7	The bidder should have an office in the State of Assam	Trade license Copy/other relevant document.
8	Court Fee of Rs. 8.25	
9	Signed Copy of RFP	
10	Tender Document Fee	Annexure-VI
11	Earnest Money Deposit	Annexure-VI
12	Annexure- (I-VII)	With Details filled up

N.B:

1. Presence in NER or with an Office at the Assam will be an advantage.

In case the respondent is blacklisted at any stage during the tendering process, the corresponding

respondent's proposal will be disqualified.

### **Evaluation process**

The Evaluation Committee constituted by AEDC Ltd shall evaluate the responses to the TENDER and all supporting documents and documentary evidence. Inability to submit requisite supporting documents or documentary evidence, may lead to rejection of the TENDER response.

The following points may be noted regarding the quoted price:

- Price shall be quoted in the prescribed format given in the BOQ only
- Incomplete or partial quotation will not be accepted in any case.

The decision of the Committee in the evaluation of responses to the Tender shall be final. No correspondence will be entertained outside the evaluation process of the Committee.

The Evaluation Committee reserves the right to reject any or all of the responses.

### **The Technical Bid evaluation shall be done based on the following criterion:**

During the technical evaluation stage, all the documents as mentioned in the Eligibility Criteria will be checked thoroughly. Bids which don't include any of the listed documents will be rejected and will not be considered for next stage of evaluation. Submission of invalid/expired/fake documents shall lead to cancellation of the bid of the bidder. Any form of disclosure of quoted price in the technical bid by the bidder shall lead to cancellation of the bid of that bidder.

After the bidder is found eligible, each bidder shall be assigned different marks out of a total of 70 marks, as per the criteria specified below:

#### 1. Average Annual Turnover

<b>Net Worth (Rs.)</b>	<b>(Max 10 Marks)</b>	<b>Documents Required</b>
80 Lakh to 1 Cr.	8 marks	Certificate of turnover by a registered Chartered Accountant of last 3 financial years (2020-21, 2021-22 and 2022-23), (FORMAT-5) or audited financial statements (Balance sheet and P/L Account, Income Tax Return Statement, tax audit report) should be submitted.
Above 1Cr. to 5 Cr.	9 marks	
5 Cr. and Above	10 marks	

#### 2. Relevant Work Experience

<b>Work Experience</b>	<b>(Max 30 Marks)</b>	<b>Documents Required</b>
Relevant completed Project submitted in <b>Software</b> ( 3 marks/project)	30 marks	Work Order/ LoA and corresponding performance /Satisfactory Certificate from client.



## 7. Technical Proposal

Technical Proposal	(Max Marks) 10	Documents Required
The correspondent shall provide a brief note about the software, its architecture and process flow and its quality control	10 marks	A brief note of the proposed Software.(Annex.-III)

A bidder should secure mandatorily a minimum of 30 marks in Technical Evaluation to be a qualified bidder for being eligible for technical weightage and subsequently for opening of financial bids.

### Financial Bid Evaluation

The bidders scoring minimum 30 marks will be considered as technically responsive and will be eligible for Financial Bid evaluation. The date and time of opening of Financial Bids would be intimated to all the technically qualified bidders after the technical evaluation

### Final Bid Evaluation

For comparison of the final score of the firms, the following formula will be used:

$$\text{Total Score} = (\text{Techno-Commercial Score} \times .70) + (\text{LP/FP} \times 30)$$

where : LP is the Lowest Price Offered

FP is the price offer of the firm being evaluated.

### Award of Contract:

The bidder with the highest total score will be declared successful L1 bidder and shall be considered for award of the contract. In case of a tie for L1 bidder, the bidder having a higher technical score will be declared L1. If the technical score is also same, the average turnover of the last 3 financial years will be calculated and the bidder with the higher turnover will be selected as L1 bidder.

### O. Rectification of errors:

Arithmetical errors in the commercial Bid will be rectified on the following basis.

- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and will be considered for future calculations.
- If there is a discrepancy between words and figures, the amount in words shall prevail
- If the bidder does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.

**P. Right to vary scope of work by purchaser at the time of award:**

The Purchaser may at any time, by a written order given to the Bidder, make changes to the scope of the Contract as specified. If any such change causes an increase or decrease in the cost of or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both, and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within fifteen (15) days from the date of the Bidder's receipt of the Purchaser's changed order.

**Q. Purchaser's Right to Accept Any Bid and to reject any / or All Bids :**

The Purchaser reserves the right to accept any bid and to annul the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Purchaser's action.

**R. Bid Rejection Criteria :**

- i. Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.
- ii. Bids submitted without or improper EMD, or which do not confirm unconditional validity of the bid as prescribed in the Tender or if the information provided by the Bidder is found to be incorrect /misleading at any stage / time during the Tendering Process or Bids received by the Purchaser after the last date prescribed for receipt of bids, or in the form as required in this RFP, or Bids without signature of person (s) duly authorized on required pages of the bid or Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be rejected.
- iii. If the Technical Bid contains commercial details or reveals prices in any form or by any reason before opening the Commercial Bid or fails to furnish all information required by the RFP Document or a bid which is not substantially responsive to the Tender Document in every respect or the Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidder, or Bidders not complying with the Technical Specifications and General Terms & conditions as stated in the RFP Documents or the Bidder not confirming unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level or if the bid does not confirm to the timelines indicated in the bid, Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidder, Bidders not complying with the Technical and General Terms and conditions as stated in the RFP Documents, the bids shall be rejected
- iv. Any incomplete commercial Bid, or commercial Bids that do not conform to the Tender's price bid format, or bids where the total price quoted by the Bidder does not include all statutory taxes and levies applicable or the bids having any hidden costs or conditional costs, shall be rejected.

**S. Post Selection process:**

- i. Notification to Bidder: The Purchaser shall notify the successful Bidder within 15 days of the opening of Commercial bid, by registered letter or by fax or by hand or by email, about the award

of contract. The Bidder shall acknowledge in writing receipt of the notification of award and shall send his acceptance to enter into agreement within seven (7) days of receiving the notification.

- ii. Letter of Intent and Issue of Supply Order: The letter of Intent and Supply Order will be issued within the time frame as specified in the section Proposed Timelines.
- iii. Bid Security: An amount of 5% of the value of the Supply Order has to be submitted as Security Deposit. The EMD will be adjusted towards the Security Deposit. Additional security upto 5% of the Purchase Order may be demanded from the supplier at the time of issue of Order. The same will be released on completion of the Warranty period.
- iv. Failure to abide by the Order: The conditions stipulated in the Supply Order shall be strictly adhered to and violation of any of the conditions will entail termination of the Order without prejudice to the rights of the Purchaser with such penalties as specified in the RFP document and the Supply Order and any further Agreement, if any, entered into.

**T. Appellate Authority:**

Bidders who seek to appeal against any decision, action or omission regarding this particular procurement may do so as per Section 38 of the Assam Public Procurement Act, 2017 and Rule 26 of the Assam Public Procurement Rules, 2020.

The first and second appellate authority are as mentioned below:

<b>First Appellate Authority</b>	<b>Second Appellate Authority</b>
Sri Narsing Pawar, IAS Managing Director, Assam Electronics Development Corporation Ltd. (AMTRON) Industrial Estate, Bamunimaidan Guwahati 781021 Assam	Smt. Laya Madduri, IAS, Secretary, Finance Department 2nd Floor , F Block Janata Bhawan Dispur, Guwahati 781006 Assam

## 5. GENERAL CONDITIONS OF CONTRACT

### A. Definition:

- i. Purchaser means Assam Electronics Development Corporation Ltd (AMTRON)  
Bidder means an entity purchasing this document and desires to participate in the bid for the project.  
Bidding Documents refers to the collection of documents issued by the Purchaser to instruct and inform potential suppliers of the processes for bidding, selection of the winning bid, and Contract formation, as well as the contractual conditions governing the relationship between the Purchaser and the supplier.
- ii. Supplier means the person(s) whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Supply order/ Contract Agreement.
- iii. Conflict of interest shall include both actual and perceived conflict of interest where the situation is such that the bidder's position in business or their personal interest can improperly influence their judgement in the exercise of their duties.
- iv. Contract means the Contract Agreement/Order entered into the Purchaser and the supplier and /or Purchase Order issued from the purchaser to the supplier, together with the Contract Documents referred to therein. The Contract Agreement and the Contract Documents shall constitute the Contract, and the term Contract shall in all such documents be construed accordingly.

### B. Governing Law:

The Contract shall be governed by and interpreted in accordance with the laws of Assam/India.

### C. Obligation of the supplier:

- i. The supplier shall carry out the supply in conformity with generally accepted professional and technically accepted norms relevant to such assignments that are required for the project and which are to the entire satisfaction of the Purchaser.
- ii. In the event of any deficiency in services, the supplier shall promptly take necessary action to resolve it, at no additional fees, if deficiencies are for reasons solely and entirely attributable to the supplier
- iii. During the tenure of the Contract, nothing shall be done by the supplier in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof
- iv. The supplier and their personnel/representative shall not alter/change /replace any hardware component proprietary to the Purchaser and/or under warranty or AMC of third party without prior consent of the Purchaser
- v. The supplier shall not carry and/or transmit any material, information, diagrams, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by the Purchaser, out of premises without prior written permission.
- vi. The Supplier should adhere to the Information Security Policy of State and acknowledge that all Department/Business data and other proprietary information or materials, whether developed by the Purchaser or being used by it pursuant to a license agreement with a third party are confidential and proprietary to the purchaser and supplier agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof

- vii. The supplier shall, upon termination of this agreement for any reason or upon demand by Purchaser, whichever is earliest return any and all information provided to the supplier by the purchaser including any copies or reproductions, both hard copy and electronic.
- viii. The supplier shall at its own expense adopt suitable Risk Management methodology to mitigate all risks assumed by the supplier under this Contract. The Purchaser will have no liability on this account.

#### **D. Force Majeure:**

Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the contract, Bid and/or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the contract.

The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The purchaser will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the supplier in performing any obligation as is necessary and proper to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

In case of a Force Majeure all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the contract and to minimize any adverse consequences of Force Majeure.

Force majeure clause shall mean and be limited to the following:

- i. War / hostilities
- ii. Riot or Civil commotion
- iii. Earth quake, flood, tempest, lightning or other natural physical disaster
- iv. Restriction imposed by the Government or other statutory bodies, which is beyond the control of the selected implementing agency, which prevent or delay the executive of the order by the selected implementing agency

The selected supplier agency shall advise the purchaser in writing, the beginning and the end of the above causes of delay, within five days of the occurrence and cessation of the force majeure conditions. Unless otherwise directed by the purchaser in writing the supplier shall continue to perform its obligations under the Contract as far as is reasonably practical. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, purchaser reserves the right to cancel the contract without any obligation to compensate the supplier in any manner for what so ever reason, subject to the provision of clause mentioned. Purchaser may terminate this Contract, by giving a written notice of minimum 30 days to the supplier being unable to perform a material portion of the services for a period of more than 60 days however the supplier shall be entitled to receive payments



for all services rendered by it under this Assignment.

**E. Right of Monitoring, Inspection and Periodic Audit:**

The Purchaser reserves the right to inspect and monitor/assess the progress/performance/maintenance of the product developed at any time during the course of the Contract, after providing due notice to the supplier.

The purchaser may demand and upon such demand being made, the supplier shall provide any document, data, material or any other information which it may require, to enable it to assess the progress of the project.

The inspection/ audit/ monitoring can be conducted by either purchaser itself or through another Third Party as it may deem fit.

Supplies when received shall be subject to inspection by the Purchaser's authorized personnel to ensure whether they conform to the specifications. The supplies will be accepted only where the articles conform to the standard of prescribed specifications as a result of such tests and the cost of such testing shall be borne by the supplier.

**F. Termination of contract:**

The Purchaser may terminate the contract under the following circumstances:

- i. Where it comes to Purchaser's attention that the supplier or his team is in a position of actual conflict of interest with the interests of the Purchaser in relation to any of terms of the Bid, the RFP or this Contract.
- ii. Where the Supplier's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever including inter alia the filing of any bankruptcy proceedings against the supplier, any failure by the supplier to pay any of its dues to its creditors, the institution of any winding up proceedings against the supplier or the happening of any such events that are adverse to the commercial viability of the Supplier. In the event of the happening of any events of the above nature, the purchaser shall reserve the right to take any steps as are necessary to ensure the effective transition of the project to a successor and to ensure business continuity.
- iii. Termination for Default: The Purchaser may at any time terminate the Contract by giving 30 days written notice to the supplier without compensation in the Event of Default on the part of the Supplier which may include failure on the part of the supplier in respect any of its commitments with regard to any part of its obligations under its Bid, the Tender or under this Contract. .
- iv. Termination for Convenience: The Purchaser may by prior written notice send to the supplier at least 3 months in advance terminate the Contract in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

**G. Consequences of termination of contract:**

If the contract is terminated by the Purchaser, the Purchaser can exercise one or more of the following at its discretion:

- i. Retain such amounts from the payment due and payable by the Purchaser to the supplier as may be required to offset any losses caused to the Purchaser
- ii. Forfeit the Security Deposit and recover such other costs/losses and other amounts from the supplier, which may have resulted from such default and pursue such other rights and/or remedies that may be available to the Purchaser under law.
- iii. Blacklist the supplier. However supplier shall not be blacklisted, unless and until such termination is on account of gross negligence or intentional breach of the terms of the Agreement by the supplier.
- iv. Claim compensation from the supplier for any such loss, damages or other costs, incurred by the Purchaser.

#### **H. Settlement of Disputes:**

Arbitration: In the case of a dispute or difference arising between the parties relating to any matter arising out of or connected with this Contract, such dispute or difference shall be referred to the award of two Arbitrators, one Arbitrator to be nominated by each party to the contract or in case of the said Arbitrators not agreeing, then to the award of an Umpire to be appointed by the Arbitrators in writing before proceeding with the reference, and in case the Arbitrators cannot agree to the Umpire, he may be nominated by the Secretary, Indian Council of Arbitration, New Delhi.

The award of the Arbitrators, and in the event of their not agreeing, of the Umpire appointed by them or by the Secretary, Indian Council of Arbitration, New Delhi, shall be final and binding on the parties. The Arbitration and Conciliation Act 1996, the rules thereunder and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings. The venue of arbitration shall be Guwahati, India. The language of arbitration shall be in English. Each party shall bear its own cost of Arbitration.

Notwithstanding any reference to the arbitration in this clause

- a. The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree;
- b. The Purchaser shall pay the supplier any amount due to the supplier.

#### **I. Confidentiality:**

Neither the supplier nor the Purchaser will disclose to any third party without the prior written consent of the other party any confidential information which is received from the other party for the purposes of providing or receiving Services. Each party will take measures to protect the confidential information of the other party that, in the aggregate are no less protective than those measures it uses to protect the confidentiality of its own comparable confidential information, and in any event, not less than a reasonable degree of protection. Both parties agree that any confidential information received from the other party shall only be used for the purposes of providing or receiving Services under these Conditions of Empanelment or any other Conditions of Empanelment between the parties.

These restrictions will not apply to any information which:

- i. Is or becomes generally available to the public other than as a result of a breach of an

- obligation under this Clause; or
- ii. Is acquired from a third party who owes no obligation of confidentiality in respect of the information; or
  - iii. Is or has been independently developed or was known to it prior to receipt.
  - iv. Notwithstanding Clause mentioned above, either party will be entitled to disclose confidential information of the other (1) to its respective insurers or legal advisors on a need-to-know basis and shall ensure that such insurers and legal advisors maintain confidentiality of such information, or (2) to a third party to the extent that this is required by any or where there is a legal right, duty or requirement to disclose where reasonably practicable not less than 2 business days' notice in writing is first given to the other party.
  - v. Without prejudice to the foregoing provision of this clause above selected supplier may cite the performance of the services to clients and projective clients as an indication of its experience.

**J. Subcontracting:**

Subcontracting of the project is not allowed under any situation in regard to the Software design & Development.

**K. Jurisdiction:**

All legal proceedings, if necessary arising to be instituted by any of the parties shall have to be lodged in courts situated in Guwahati and not elsewhere.

## Format 1 – Bid Form

To,  
The Managing Director, AEDC Ltd  
Industrial Estate, Bamunimaidam, Guwahati-21

**Subject:** Submission of Tender-PIMS (Tender No : \_\_\_\_\_, Dated 11th Nov 2024)

**Dear Sir,**

I/We hereby submit our tender as follows:

**1. Document Review**

I/We have thoroughly reviewed and examined the tender documents, which include:

- Tender Notification
- Invitation for Tenderers
- Instructions to Bidders

**2. Offer of Services**

I/We hereby propose to provide the services outlined in the tender documents, in compliance with the General Conditions of Contract and Schedule of Requirements.

**3. Validity of Tender**

I/We agree to keep this tender valid for acceptance for a period of 365 days from the tender opening date. I/We will not make any modifications to the terms and conditions that may be unacceptable to the AEDC Ltd authority.

**4. Partnership Deed Submission**

I/We agree to provide a copy of the registered Partnership Deed for our firm, if applicable.

**5. Forfeiture of Earnest Money Deposit**

I/We acknowledge that AEDC Ltd has the right, without prejudice to any other remedies, to forfeit the earnest money deposit in full if:

- I/We fail to maintain the offer validity as agreed above.

**6. Cost Responsibility**

I/We agree to bear all costs related to the preparation, stamping, and execution of the contract.

**7. Document Submission**

All required documents have been duly signed and uploaded with this tender submission.

**Yours faithfully,**

*Signature(s) and Contact Information with Office Seal*

**Format 2 - General Information about the Bidder/Authorisation Letter**

Tender No.

<b>Sl. No.</b>	<b>Particulars</b>	<b>Details</b>
1.	Name of the Bidder	
2.	Constitution (Company/Firm/ Sole Prop. etc.)	
3.	Registration No.	
4.	PAN	
5.	GST Registration Details	
6.	Registered Office Address	
7.	Address of the bidder (all communication will be sent at this address)	
8.	Name and designation of the contact person	
9.	Telephone No. of the contact person	
10.	Email of the contact person	

This is to inform that, \_\_\_\_\_ is hereby nominated / authorized on behalf of the firm/agency for signatory with regards to the tender.

**Yours faithfully,**

*Signature(s) and Contact Information with Office Seal*

**Format 3:**

**Technical Proposal**

Write a brief note of the detailed information (architecture and methodology) about the proposed PIMS Solutions along with any relevant supporting documentations (if any).

**Yours faithfully,**

*Signature(s) and Contact Information with Office Seal*

**Format 4:**

**NON BLACKLISTING CERTIFICATE**

(To be submitted on an Official Letter head)

I/We hereby certify that the M/s .....has never been blacklisted/ debarred by any Central/ State Government / Public Undertaking / Institute on any account.

I/We also certify that firm will be comply all terms & conditions given by AEDC Ltd -Assam and also abide all the terms and conditions stipulated in tender.

I/We also certify that the information given in bid is true and correct in all aspects and in any case at a later date if it is found that any details provided are false and incorrect, contract given to the concern firm or participation may be summarily terminated at any stage, the firm will be blacklisted and AEDC Ltd-Assam may impose any action as per Govt. rules.

Date:

Place:

**Yours faithfully,**

*Signature(s) and Contact Information with Office Seal*

### Format 5: Turnover Certificate

(On the Letter head of CA)

We confirm on the basis of information provided for our verification by M/s .....,  
having its registered office at ....., that the following turnover were attained.

(Amount in Rs. )

S. No	Details	2022-23	2021-22	2020-21
1	Total Turnover			
2	Net Worth			
3	Average Turnover			

**Firm Reg. No:**

**Membership No:**

**UDIN :**



**Format 6: Checklist for eligibility criteria & Technical Bid documents**

S. No.	Eligibility Criteria	Documents required	Page No: & reference
1	The Agency should be a registered entity with minimum 3 years of existence on the day of the submission of e-Bid, with work done in the related services field as laid down in the RFP. (The agency can be a sole proprietorship or a partnership firm or a Limited Liability Partnership Firm or a Company incorporated under Companies Act 1956/ 2013. (Chambers, associations & societies, trusts are not eligible to participate)	Certificate of Incorporation under Companies Act 1956/2013, and other applicable Acts (Proprietorship/Partnership Firm / Company) • PAN Card • GST Registration • Company Profile	
2	The Agency should have a minimum average annual turnover of INR 1 cr during the last 3 financial years (i.e., 2020-21,2021-22, 2022-23)	CA certificate in the prescribed Format-5 or a copy of Annual Report comprising of Balance Sheet and Profit & Loss Account and schedules	
6	The Agency must have successfully operated and maintained similar services in India.	Letter of Award/ Agreement/ Work Order/ Completion Certificate. (Format -7)	
7	Permanent Account no. under the Income tax Act, Registration under the GST	Submit proof of all the certificates	
9	The bidder should not have been blacklisted by any institution of the Central or State government on ground of involvement of the bidder in corrupt or fraudulent practices	Format-4	
10	Company Registered under MSME/NSIC	YES/NO	
11	Technical Proposal	Format-3	
12	The bidder should have an office in the state	Trade license Copy/other relevant document.	
13	Court Fee of Rs. 8.25		
14	Signed Copy of RFP		
15	Tender Processing Fee	Format-8	
16	Earnest Money Deposit	Format-8	
17	List of Technical Manpower	Format-9	
18	Format (1-9)	With Details filled up	

**Yours faithfully,**

*Signature(s) and Contact Information with Office Seal*



**Format 8: Cost of bid document & EMD**

**Tender No.**

<b>Sl. No.</b>	<b>Details</b>	<b>Instrument ref. no. &amp; Date</b>	<b>Paid (YES/No)</b>	<b>Amount (Rs.)</b>
1	Tender Processing Fees			1000.00
2	EMD			2,10,000.00

**\*Firms registered with MSME/NSIC are exempted from submission of EMD.**

**Yours faithfully,**

*Signature(s) and Contact Information with Office Seal*

**Format-9: List of Technical Manpower**

Sl. No	Name	Qualification

**Yours faithfully,**  
*Signature(s) and Contact Information with Office Seal*

**Annexure – 10: Format for Performance Bank Guarantee (PBG)**

To,  
AEDC LTD,Industrial Estate , Bamunimaidm, Guwahati

Date: [Insert Date]

Bank Guarantee No.: [Insert Guarantee Number]

Contract No.: [Insert Contract Number]

Dear Sir/Madam,

In consideration of AEDC LTD,Industrial Estate , Bamunimaidm, Guwahati (hereinafter referred to as the “Beneficiary”), having awarded the contract for “**Design & Development of PIMS**” to [Name of the Contractor/Successful Bidder] (hereinafter referred to as the “Contractor”), we, [Name and Address of the Bank], at the request of the Contractor, hereby irrevocably and unconditionally guarantee the due performance of the contract by the Contractor in accordance with the terms and conditions thereof.

**1. Guarantee Amount**

We hereby undertake to pay to the Beneficiary an amount not exceeding [Insert 5% of the contract value in words and figures] upon receipt of your first written demand declaring the Contractor to be in default under the contract, without cavil or argument, and without requiring the Beneficiary to prove or to show grounds or reasons for such demand.

**2. Guarantee Validity**

This Guarantee shall remain valid and in full effect from the date of its issuance until **Validity contract period**].

**3. Nature of the Guarantee**

This Guarantee is unconditional and irrevocable. We, the undersigned, further agree that the Beneficiary’s decision as to whether the Contractor has defaulted in the due and proper performance of its obligations under the contract shall be final and binding on us.

**4. Encashment**

Any claim under this Guarantee must be received by us on or before the expiry date of this Guarantee, after which we shall be discharged of all liabilities hereunder.

**5. Jurisdiction and Governing Law**

This Guarantee shall be governed by and interpreted in accordance with the laws of **Assam**, and the courts at Guwahati shall have exclusive jurisdiction.

**6. Authorized Signatories**

This Guarantee is issued under the authorization of [Bank's Authorizing Entity] and bears the seal and signature of our duly authorized representatives.

Yours faithfully,

For and on behalf of:

[Name and Address of the Bank]

Authorized Signatory :

Name: **[Insert Name]**

Designation: **[Insert Designation]**

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

(Seal of the Bank)

**Notes:**

1. The Bank Guarantee must be issued by a scheduled or nationalized bank .

**Format 11: Commercial Bid**

Please refer to the BOQ format in the [Assamtenders.gov.in](http://Assamtenders.gov.in)