

**“VOLUME – II”
OF
NOTICE INVITING TENDER(NIT) FOR
“DEPLOYMENT OF
SOUTH ASIAN GAMES MANAGEMENT
SYSTEM”
WITH OPERATIONAL & MAINTENANCE
SUPPORT
FOR
ORGANISING COMMITTEE
SOUTH ASIAN GAMES**

NIT NO: SAG-2016-IT/NIT/SAGMS/01.1

Date: 20th October 2015

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1. INTRODUCTION

The NIT is structured in two volumes. As already Stated, Volume 1 comprises Technical and Functional Requirements for the implementation of South Asian Games Management System project for the **Organising Committee- SAG**.

This is the Volume II of the SAGMS NIT template that comprises the bidding guidelines, instructions to the bidders, evaluation criteria, formats for bid response etc.

2. REQUEST FOR PROPOSAL DATA SHEET

Sr. No	INFORMATION	DETAILS
1	Non Refundable Tender Cost	Rs. 10,000/-
2	Publishing of NIT	20 October 2015
3	EMD	Rs. Ten Lakhs Only
4	Last date for submission of written queries for clarifications in word format only.	30 October 2015
5	Pre-Bid Conference (Venue, time to be intimated through e-mail)	3 November 2015
6	Release of response to clarifications (by email only)	5 November 2015
7	Last date (deadline) for receipt of proposals in response to NIT notice through the e-Procurement portal https://assamtenders.gov.in	10 November 2015
8	Place, Time and Date of opening of Technical proposals received in response to the NIT notice	10 November 2015, 4 pm CEO, Organising Committee, South Asian Games 2016, C/o Deepak Goswami Senior Technical Director & State Informatics Officer NIC, Assam State Centre Old Gana Sewa Bhawan, Secretariat Complex, Guwahati
9	Place, Time and Date of opening of Financial proposals received in response to the NIT notice	Shall be intimated to the technically qualified bidders.

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10	Contact Person for queries	Senior Technical Director & State Informatics Officer, NIC, Assam
11	Addressee and Address at which proposal in response to NIT notice is to be submitted	e-Procurement portal https://assamtenders.gov.in

Note: All the Pre Bid Queries would be accepted in written format through e-mail to be sent to The Head, Technology FA, OC-SAG at asm-deepak@nic.in

3. INSTRUCTION TO BIDDERS

3.1 THE NIT DOCUMENT CONSISTS OF TWO VOLUMES

- i. **NIT Volume I:** Technical and Functional Requirements
- ii. **NIT Volume II:** Commercial and Bidding Terms

The Technology Functional Area is floating NIT inviting proposals from established firms for procuring the Games Management Systems for the 12th South Asian Games 2016.

Tender documents can be downloaded from website <http://www.assamtenders.gov.in> as per the dates mentioned in the Tender Document. For participation in e-tender please visit our e-tender website <http://www.assamtenders.gov.in>. The bidders are expected to examine all instructions, forms, terms and other information in the tender documents. Failure to furnish all information required as mentioned in the tender documents or submission of a bid not substantially responsive to the tender documents in every respect will be at the bidder's risk and may result in rejection of the proposal and forfeiture of the bid.

The vendors are required to get registered with www.assamtenders.gov.in. The vendor must have valid digital signature to submit the bid. The interested vendors fulfilling the terms & conditions should quote their minimum rates along with earnest money deposit as mentioned in the tender document.

The technical bid and financial bid will be opened on two different

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dates. The technical bid will be opened on due date as mentioned in the tender document. The financial bid will be opened in respect of only those tenderers whose documents are found in order and whose items qualify technically. The requirements of bid are as mentioned in this document.

3.2 PRE-BID CONFERENCE

The bidders need to send their pre bid queries through e-mail only. Reply for the same shall be sent by e-mail. The pre bid conference will be held on the specified date at venue and time to be intimated by OC-SAG through e-mail to the concerned bidders.

3.3 RESPONSE TO BIDDER'S ENQUIRIES

All enquiries from the bidders relating to this NIT must be submitted in writing exclusively to the contact person. Contact details are provided in Volume II of this NIT. The queries should necessarily be submitted in the following format:

<<Name & Address>>				
BIDDER'S REQUEST FOR CLARIFICATION				
Name of Organization submitting request		Name & position of person submitting request	Full formal address of the organization including phone, fax and email points of contact	
			Tel:	
			Fax:	
S.No		Bidding Document Reference(s) (section number/page)	Content of NIT requiring clarification	Points of Clarification required.

All enquiries should be sent either through email. The **OC-SAG** shall not be responsible for ensuring that bidders' enquiries have been received by them. **OC-SAG** shall provide a complete, accurate, and timely response to all questions to all the bidders. However, **OC-SAG** makes no representation or warranty as to the completeness or accuracy of any response, nor does **OC-SAG** undertake to answer all the queries that have been posed by the bidders. All responses given by **OC-SAG** will be distributed to all the bidders.

3.4 SUPPLEMENTARY INFORMATION/ CORRIGENDUM / AMENDMENT TO THE NIT:

i. If **OC-SAG** deems it appropriate to revise any part of this NIT or to issue additional data to clarify an interpretation of the provisions of this NIT, it may issue supplements/corrigendum to this NIT. Such supplemental information will be communicated to all the bidders by e-mail and will also be made available on <https://assamtenders.gov.in> . Any such supplement shall be deemed to be incorporated by this reference into this NIT.

ii. At any time prior to the deadline (or as extended by **OC-SAG**) for submission of bids, **OC-SAG**, for any reason, whether at its own initiative or in response to clarifications requested by prospective bidder, **OC-SAG** may modify the NIT document by issuing amendment(s). All bidders will be notified of such amendment(s) by publishing on the websites, and these will be binding on all the bidders.

iii. In order to allow bidders a reasonable time to take the amendment(s) into account in preparing their bids, **OC-SAG**, at its discretion, may extend the deadline for the submission of bids.

3.5 PROPOSAL PREPARATION COSTS

The bidder shall be responsible for all costs incurred in connection with participation in the NIT process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by **OC-SAG** to facilitate the evaluation process. This NIT does not commit **OC-SAG** to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award of the contract for implementation of the project.

3.6 RIGHT TO TERMINATE THE PROCESS

OC-SAG makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone. Further, this NIT does not constitute an offer by the **OC-SAG**. The bidder's participation in this process may result in **OC-SAG** selecting the bidder to engage in further discussions and negotiations towards execution of a contract. The commencement of such negotiations does not, however, signify a commitment by **OC-SAG** to execute a contract or to continue negotiations.

3.7. EARNEST MONEY DEPOSIT & Tender Document Cost

The earnest money amounting to **Rs. 10,00,000/- (Rupees ten Lakh only)** in the form of Demand Draft from any Nationalized/scheduled bank in favour of CEO, Organising Committee, South Asian Games, payable at Guwahati must be scanned and uploaded to the e-procurement website within the period of tender application submission and the originals to be deposited in the office of the **Technology Functional Area,** on or before the tender submission date.

A Demand Draft of Rs. **10,000/-** in drawn on any Nationalized / Scheduled Bank in favour of CEO, Organising Committee, South Asian Games, payable at Guwahati as Cost of tender documents

Both the demand drafts shall be scanned and uploaded to the e-tendering website within the period of tender application submission.

Both the demand drafts towards EMD, Cost of Tender Document shall be placed in a single envelope superscripted as 'Earnest Money Deposit and Cost of tender documents' with the name of Tender and the due date of opening of the Tender mentioned and to be deposited in the office of the **Technology Functional Area,** on or before the tender submission date.

ii. The bid security of all unsuccessful bidders would be refunded by CEO, Organising Committee, South Asian Games 2016 after the expiry of final bid validation on or before the 30th day after award of contract. The bid security, for the

amount mentioned above, of successful bidder would be returned upon submission of Performance Guarantee.

iii. The bid security amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.

iv. The bid submitted without bid security, mentioned above, will be summarily rejected.

v. The bid security shall be forfeited:

a) If a bidder withdraws its bid during the period of bid validity

b) In case of a successful bidder, if the bidder fails to sign the contract in accordance with terms and conditions

3.8 AUTHENTICATION OF BIDS

A letter of authorization shall be supported by a written power-of-attorney accompanying the bid.

3.9. INTERLINEATIONS IN BID

The bid shall contain no interlineations, erasures or overwriting.

3.10. LATE BIDS

Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be accepted.

4. BID SUBMISSION INSTRUCTIONS

Proposals must be direct, concise, and complete. **OC-SAG** will evaluate bidder's proposal based on its clarity and the directness of its response to the requirements of the project as outlined in this NIT. Bidders shall furnish the required information on their technical and commercial proposals in the enclosed formats only. Any deviations in format will be liable for rejection of Bid.

4.1. MODE OF SUBMISSION

- i.** Submission of the bid shall be in accordance to the instructions given in the table below:

Envelope	Details
Availability of Tender Documents	Tender documents can be downloaded. For the detailed tender notice, please visit the website https://assamtenders.gov.in/ The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the NIT documents. Failure to furnish all information required as mentioned in the NIT documents or submission of a proposal not substantially responsive to the NIT documents in every respect will be at the bidder's risk and may result in rejection of the proposal and forfeiture of the bid
EMD	Earnest money deposit of Rs. 10,00,000/- (Ten Lakhs Only) in the form of Demand Draft or Pay order drawn in favour of the CEO, Organising Committee, South Asian Games 2016 from any scheduled bank/ nationalized bank payable at Guwahati to be deposited in the office of the CEO, South Asian Games 2016, C/o Deepak Goswami, Senior Technical Director & State Informatics Officer, NIC, Assam State Centre, Old Gana Sewa Bhawan, Secretariat Complex, Guwahati , on or before the tender submission date.
Tender Document and Tender Processing Fee	1. A Demand Draft of Rs. 10,000/- drawn on any Nationalized /Scheduled Bank in favour of CEO, Organising Committee, South Asian Games 2016 payable at Guwahati as Cost of tender documents <i>Both the two demand drafts towards EMD and Cost of Tender Document should be placed in a single envelope superscripted as 'Earnest Money and cost of tender documents' with the name of Project and the due date of opening of the bid mentioned and to be deposited in the office of the Senior Technical Director & State Informatics Officer, NIC, Assam State Centre, Old Gana Sewa Bhawan, Secretariat Complex, Guwahati on or before the tender submission date.</i>

- iii. Technical proposal should not contain any commercial information.
- iv. The technical and commercial proposals should be submitted along with a certified true copy of the corporate sanctions/approvals authorizing its authorized representative to sign/act/execute documents forming part of this proposal including various NIT documents and binding contract, through the e-Procurement website <https://assamtenders.gov.in> . No document in the paper format will be accepted.
- v. If any bidder does not qualify in technical evaluation, the Commercial Proposal shall be returned unopened to the bidder.
- vi. The proposals shall be valid for a period of six (6) months from the date of opening of the proposals. A proposal valid for a shorter period may be rejected as nonresponsive. On completion of the validity period, unless the bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws his proposal.
- vii. In exceptional circumstances, at its discretion, OC-SAG may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing through email.

4.2 COMMERCIAL PROPOSAL

- i. The Bidder is expected to price all the items and services proposed in the Technical proposal.

OC-SAG may seek clarifications from the Bidder on the Technical Proposal. Any of the clarifications by the Bidder on the technical proposal should not have any commercial implications. The Commercial Proposal submitted by the Bidder should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical offer.

- ii. Unless expressly indicated in this NIT, bidder shall not include any technical information regarding the services in the commercial proposal. Additional information directly relevant to the scope of services provided in Volume I may be submitted to accompany the proposal. However, this information will not be considered for evaluation purposes.
- iii. The bidders must only use the format provided in the tender document for submitting the commercial bid. Any other formats/ forms will not be accepted and such tenders will be rejected.
- iv. **CORRECTION OF ERROR**
 - a. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the commercial proposals are received by OC-SAG.

b. Arithmetic errors in proposals will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.

v. PRICES AND PRICE INFORMATION

a. The Bidder shall quote a price for all the components of the solution to meet the requirements of SAGMS as listed in the Volume I of this NIT. All the prices will be in Indian Rupees.

b. No adjustment of the price quoted in the Commercial Proposal shall be made on account of any variations in costs of labour and materials, currency exchange fluctuations with international currency or any other cost component affecting the total cost in fulfilling the obligations under the contract

c. The price quoted in the Commercial Proposal shall be the only payment, payable by OC-SAG to the successful Bidder for completion of the contractual obligations by the successful Bidder under the Contract, subject to the terms of payment specified as in the proposed commercial bid or the one agreed between **OC-SAG** and the Bidder after negotiations. The price would be inclusive of all taxes, duties, charges and levies as applicable.

d. The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of the validity of the proposal and the contract. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.

e. Bidder should provide all prices, quantities as per the prescribed format given in Format for Bid Response – Commercial Bid. Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate “0” (zero) in all such fields.

f. All costs incurred due to delay of any sort, shall be borne by the Bidder.

g. **OC-SAG** reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated within specified time frames.

4.3 LANGUAGE OF PROPOSALS

The proposal and all correspondence and documents shall be written in English. All proposals and accompanying documentation will become the property of OC-SAG and will not be returned.

4.4. CONDITIONS UNDER WHICH THIS NIT IS ISSUED

- a. This NIT is not an offer and is issued with no commitment. OC-SAG reserves the right to withdraw the NIT and change or vary any part thereof at any stage. **OC-SAG** also reserves the right to disqualify any bidder should it be so necessary at any stage.
- b. Timing and sequence of events resulting from this NIT shall ultimately be determined by OC-SAG.
- c. No oral conversations or agreements with any official, agent, or employee of OC-SAG shall affect or modify any terms of this NIT and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of OC-SAG shall be superseded by the definitive agreement that results from this NIT process. Oral communications by OC-SAG to bidders shall not be considered binding on OC-SAG, nor shall any written materials provided by any person other than OC-SAG authorized representatives/ officials.
- d. Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against OC-SAG or any of their respective officials, agents, or employees arising out of or relating to this NIT or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
- e. Until the contract is awarded and during the duration of the contract, bidders shall not, directly or indirectly, solicit any employee of OC-SAG to leave OC-SAG or any other officials involved in this NIT process in order to accept employment with the bidder, or any person acting in concert with the bidder, without prior written approval of OC-SAG.

4.5 RIGHTS TO THE CONTENT OF PROPOSAL

All proposals and accompanying documentation of the Technical proposal will become the property of OC-SAG and will not be returned after opening of the technical proposals. OC-SAG is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders. OC-SAG shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

4.6. MODIFICATIONS AND WITHDRAWAL OF PROPOSALS

No proposal may be withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the bidder on the proposal form. Entire EMD may be forfeited if any of the bidders withdraw their bid during the validity period.

4.7. NON-CONFORMING PROPOSALS

a. If it does not comply with the requirements of this NIT. Failure to comply with the technical requirements, and acknowledgment of receipt of amendments, are common causes for holding proposals non-conforming

b. If a proposal appears to be “canned” presentations of promotional materials that do not follow the format requested in this NIT or does not appear to address the particular requirements of the proposed solution, and any such bidders may also be disqualified

4.8. DISQUALIFICATION

The proposal is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this NIT:

a. Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.

b. During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices .The bidder qualifies the proposal with his own conditions

d. Proposal is received in incomplete form.

e. Proposal is received after due date and time at the designated venue.

f. Proposal is not accompanied by all the requisite documents

g. If bidder provides quotation only for a part of the project

h. Information submitted in technical proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any

i. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process

j In case any one bidder submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/bidders are withdrawn upon notice immediately

k. Bidder fails to deposit the Performance Bank Guarantee (PBG) or fails to enter into a contract within 15 working days of the date of notice of award of contract or within such extended period, as may be specified by OC-SAG

l. Bidders may specifically note that while evaluating the proposals, if it comes to OC-SAG's knowledge expressly or implied, that some bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the bidders so involved are liable to be disqualified for this contract as well as for a further period of three years from participation in any of the tenders floated by OC-SAG. The response to the pre-qualification criteria, technical proposal and the entire documentation submitted should not contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid.

m. The response to the pre-qualification criteria, technical proposal and the entire documentation submitted should not contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid.

4.9. CONFLICT OF INTEREST

Bidder shall furnish an affirmative statement as to the absence of, actual or potential conflict of interest on the part of the bidder or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with or OC-SAG. Additionally, such enclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the bidder to complete the requirements as given in the NIT.

4.10 SETTLEMENT OF DISPUTES

All Disputes arising out of above contract shall be resolved within the jurisdiction of the state of Assam.

5. BID OPENING AND EVALUATION PROCESS

5.1. BID OPENING SESSIONS

- a. Total transparency will be observed while opening the proposals/bids.
- b. **OC-SAG** reserves the rights at all times to postpone or cancel a scheduled bid opening.
- c. The bids will be opened, in two sessions, one for Technical Bid and one for Commercial of those bidders whose technical bids qualify, in the presence of bidders or their representatives who choose to attend the Bid opening sessions on the specified date, time and address. The bidders their representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for OC-SAG, the Bids shall be opened at the same time and location on the next working day. However if there is no representative of the bidder, OC-SAG shall go ahead and open the bid of the bidders.
- e. During bid opening preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether required EMD, has been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.
- f. The bid security will be opened by **OC-SAG** for bid evaluation, in the presence of bidders' representatives who may choose to attend the session on the specified date, time and address. The EMD envelope of the bidders will be opened on the same day and time, on which the Technical Bid is opened, and bids not accompanied with the requisite EMD or whose EMD is not in order shall be rejected.

5.2. OVERALL EVALUATION PROCESS

- a. A tiered evaluation procedure will be adopted for evaluation of proposals, with the technical evaluation being completed before the commercial proposals are opened and compared.
- b. OC-SAG will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified. OC-SAG may seek inputs from their professional, external experts in the technical and commercial evaluation process.
- c. OC-SAG shall assign technical score to the bidders based on the technical evaluation criteria. The bidders with a technical score above the threshold as specified

in the technical evaluation criteria shall technically qualify for the commercial evaluation stage.

d. The commercial bids for the technically qualified bidders will then be opened and reviewed to determine whether the commercial bids are substantially responsive.

5.3. EVALUATION OF TECHNICAL PROPOSAL

The evaluation of the Technical bids will be carried out in the following manner:

a. The bidders' technical solution proposed in the bid document is evaluated as per the Requirements specified in the NIT and adopting the evaluation criteria spelt out in this NIT. The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. detailed project citations and completion certificates, client contact information for verification, profiles of project resources and all others) as required for technical evaluation.

b. Proposal Presentations: The Tender Committee constituted by the OC-SAG may invite each bidder to make a presentation to **OC-SAG** on a date, time and venue decided by OC-SAG. The purpose of such presentations would be to allow the bidders to present their proposed solutions to the committee and orchestrate the key points in their proposals. The committee may seek oral clarifications from the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. Oral clarifications provide the opportunity for the committee to state its requirements clearly and for the bidder to more clearly state its proposal. The committee may seek inputs from their professional and technical experts in the evaluation process.

c. Following will be the technical evaluation methodology:

- i. Each Technical Bid will be assigned a technical score out of a maximum of 100 points.
- ii. Only the bidders, who score a total Technical score of 70 (seventy) or more, will qualify for the evaluation of their commercial bids.
- iii. The commercial bids of bidders who do not qualify technically shall not be opened.
- iv. The committee shall indicate to all the bidders the results of the technical evaluation through a written communication. The technical scores of the bidders will be announced prior to the opening of the financial bids.

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The technically shortlisted bidders will be informed of the date, time and venue of the opening of the commercial bids through a written or email communication.

6. PRE QUALIFICATION CRITERIA

a. The invitation for bids is open to all entities registered in India who fulfil prequalification criteria as specified below

b. In case of a consortium, the prequalification criteria have to be met by the lead/prime bidder or any consortium partner. MoU / Letter of Association amongst Consortium members must be furnished with the Technical bid.

c. Bidders declared by **OC-SAG** to be ineligible to participate for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.

d. Bidders (including any consortium partner) declared blacklisted/ ineligible to participate for bidding during last five years by any State/ Central Government or PSU due to corrupt, fraudulent or any other unethical business practices shall not be eligible.

e. Breach of general or specific instructions for bidding, general and special conditions of contract with OC-SAG or any of its other client organizations during the past 5 years may make a firm ineligible to participate in bidding process

f. OC-SAG reserves its right to subject the bidders to security clearances as it deems necessary.

g. The participation is restricted to companies registered in India. The Bidder / Prime Bidder (in case of a consortium) or any consortium partner for the SAGMS implementation should satisfy all of the criteria shown below:

Sr. No	Criteria to be satisfied by the Bidder or consortium	Supporting Document Required
a.	The Bidder / Prime Bidder (in case of consortium) should be a Software Service Agency with a registered office and operations. The company should be operational for at least the last three financial years as on 31st March 2015. The Bidder / Prime Bidder (in case of consortium) have to be a single legal entity.	Certificate of Incorporation/ Registration and other details as per format 9.4
b.	The Bidder / Prime Bidder (in case of consortium) must have an office in Guwahati/Shillong or should furnish an undertaking that the same would be established within two weeks of signing the contract.	Undertaking to be provided

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c.	The Bidder / any Partner (in case of consortium) which should be a single legal entity, must have an annual turnover of not less than Rs. 20 crores in each of the last three financial years not before 2011-12, from IT services (IT Infrastructure procurement and commissioning, IT Application Customization, Integration with legacy systems, Deployment and Maintenance).	Audited/Certified Annual Financial Statements in the form of balance sheet and P & L account. Annual Report for the three financial years and other details as per format 9.5
d.	The Bidder / Any consortium partner (in case of consortium) must have a proven track record of providing at least 3 successful 'Software Service Projects' of value not less than Rs 40 lakhs each, in last 15 years as on 31st March 2015. At least one of the 3 quoted projects should be of a value of Rs. 1 crore or above.	Bidder / Any consortium partner (in case of consortium) must provide supporting documentary proof in form of work orders confirming year and area of activity, value of services delivered for that project, Completion / Partial Completion Certificate from Client confirming year and value of Bidder / any consortium partner (in case of consortium)'s scope of work completed by the Bidder / any consortium partner (in case of consortium) and its value along with Reference details of the Client and other details as per format 9.6
e.	The Bidder / Any consortium partner (in case of consortium) must have a proven track record of implementing at least one Games management related software of value of Rs. 40 lakhs or above in last 15 years as on 31st March 2015.	Bidder / Any consortium partner (in case of consortium) must provide as a supporting documentary proof in form of work orders confirming year and Area of activity, value of services to be delivered for each of the projects, Completion /Partial Completion Certificate from Client confirming year and value of Bidder / Any consortium partner (in case of consortium)'s scope of work, scope of work completed by the Bidder / Any consortium partner (in case of consortium) and its value along with Reference details of the Client and other details as per format 9.7
f.	The Bidder / Any consortium partner (in case of consortium) must have been assessed and must possess a valid certification for CMMi (Capability Maturity Model Integration) Level 3 or above as on	CMMi Level 3 or above compliance certificate.

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	the date of submission of bid	
g.	The Bidder / Any consortium partner (in case of consortium) must have been assessed and must possess a valid ISO 9001: 2008 or above certificate as on the date submission of bids	ISO 9001: 2008 or above compliance certificates

Notes:

1. 'Software Services Project' relates to projects involving development or deployment of an IT application and Maintenance of the same.
2. In respect of both d and e above, the respondent should have been directly responsible for the implementation of the projects and not just a member of a consortium.

6.1. CONSORTIUM CRITERIA

The following are the requirements for a Consortium

- i. The number of members in a consortium shall not be more than Three (3) i.e. one lead member and two other members. However, the bidder shall be the prime bidder and shall be solely responsible for all implementation of the entire scope of the project;
- ii. The bid should contain details of all the members of the consortium including their legal status and specify their roles and responsibilities in the project.
- iii. Each bidder can participate in only one bid (either as prime bidder or a member of the consortium)
- iv. The Bid should clearly specify the roles and responsibilities of all the members in the consortium, as envisaged for the project
- v. The members of the consortium shall enter into a Memorandum of Understanding (MoU)/Letter of Agreement for the purpose of submitting the proposal and the same shall be submitted to OC-SAG with the proposal.
- vi. At least one partner shall commit to hold an equity stake/interest of at least fifty one (51%) during the tenure of the project.
- vii. At least one partner of the consortium shall independently fulfil the qualification criteria; however, as a signatory to the agreement, the prime bidder will be solely responsible for all obligations under the agreement.
- viii. Agreements amongst the partners will not in any way affect the interest of OC-SAG adversely and towards smooth delivery of the product/services to OC-SAG.

6.2. SUB-CONTRACTING

Bidder shall not subcontract any software-related work related to SAGMS development / customisation. However, such sub-contracting can be allowed for non-software related jobs like printing of Accreditation Cards/ Passes and provision of Wrist-Bands etc. OC-SAG however will not be a party to any such agreement between the bidder and any other third party.

6.3. TECHNICAL EVALUATION CRITERIA

The bidder shall meet all the mandatory compliance criteria as mentioned below requirements. Failure in meeting the mandatory compliance criteria would result in disqualification of the bidder

Mandatory Compliance	
1.	Submission of the Bid Fee along with the technical proposal
2.	Draft Performance Bank Guarantee as per the format prescribed in this NIT
3.	Submission of <i>Non-Disclosure Agreement (NDA)</i> in the format as prescribed in this NIT
4.	Submission of <i>Bid Cover Letter</i> in the format prescribed in this NIT
5.	Submission of <i>Undertaking on Patent Rights</i> in the format prescribed in this NIT
6.	Submission of <i>Undertaking on Conflict of Interest</i> in the format prescribed in this NIT
7.	Submission of <i>Undertaking on Non-malicious Code Certificate</i> in the format prescribed in this NIT
8.	Submission of <i>Undertaking on Pricing of Items of Technical Response</i> in the format prescribed in this NIT
9.	Submission of undertaking on Provision for Support for SAGMS in the format given in NIT
10.	Submission of undertaking on Service Level Compliance in the format prescribed in this NIT
11.	Submission of undertaking on Deliverables in the format prescribed in this NIT
12.	Submission of undertaking on Training for Users in the format prescribed in this NIT
13.	Submission of undertaking on Support to Certification in the format prescribed in this NIT
14.	Submission of undertaking on Exit Management and Transition in the format prescribed in this NIT
15.	Submission of undertaking on personnel in the format prescribed in this NIT
16.	Submission of undertaking on provision of work environment at the OC-SAG in the format prescribed in this NIT
17.	Submission of undertaking on Changes to the Contract Clauses in the format prescribed in this NIT
18.	Submission of undertaking on Self Declaration on black listing

6.4 TECHNICAL EVALUATION SCORING MATRIX

Sr. No	Evaluation Criteria	Point System	Max Score	Supporting Documents
1	Past Experiences and Organizational Strength			
A.	Number of years of experience executing 'Software Service Projects'	>=5 and <7 ----- 5 Points >= 7 and < 10 ----- 7 Points >= 10 -----10 Points	10	undertaking
B.	Number of employees on roles of the company during last 1 year	< 5000 ----- 5 Points >= 5000 and < 7500 ----- 7 Points >= 7500 -----10 Points	10	undertaking
C.	Experience in terms of number of 'Software Service Projects' each of value more than Rs 40 lakhs executed in last 15 years as on 31st March 2015	>= 3 and < 5 ----- 7 Points >= 5 and < 7 ----- 12 Points >= 7 -----15 Points	15	Each project as per format 9.1
D.	Experience in executing 'Software Service Projects' in Games management domain of value more than 40 lakhs in last 15 years as on 31st March 2015	>=Rs 1 Crore and < Rs 3 Crore ----- 5 Points >=Rs 3 Crore ----- 10 Points	10	Each project as per format 9.1
E.	Financial strength	The Bidder's Annual Turn Over in the last three financial years shall be evaluated on the following basis:- Annual turnover for each of last three financial years but not before 2011-12. > = Rs 20 Crores and < Rs 100 Crores --- 3 Points per year >= Rs 100 Crore ----- 5 points per year	15	Balance sheet and profit and loss account

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F	Experience in development of Multi-Sport Games Management System of value more than 40 lakhs in last 15 years as on 31st March 2015	Does not have experience ---- 0 point Has experience – 5 points	5	Necessary proof
G	Qualifications and Experience of the resources proposed.	<p>All the key profiles should fulfil the mandatory qualification and experience requirements as mentioned in the Annexure. In addition to the mandatory qualification all the key profiles will be evaluated as per the following. The Minimum resources required to be deployed are as follows</p> <ul style="list-style-type: none"> • Project Manager – 1 No. • Technical Support for all Functional Area (one per FA) – 16 Nos. • Technical Support for all Accreditation Centres – 28 Nos. Approx. • Technical Support for NOC – 2 Nos. • Technical Support for Helpdesk – 1 No. • Helpdesk Operators – 2 Nos. (24/7) <p>Note: The above resource requirement is indicative and SAG may ask for additional resource deployment depending on the operational requirements. The vendor has to provide these resources without any additional cost.</p>	15	Each resource qualification and experience as per format 9.3

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		<p>No of Resources Provided =No of resources mentioned in the indicative list ----- 10 points</p> <p>No of Resources Provided > 25% of No of resources mentioned in the indicative list + No of resources mentioned in the indicative list ----- 15 points</p>		
2	Approach and Methodology			
A	Project Understanding		5	<p>A write-up addressing each work area in sufficient detail to demonstrate a clear understanding of the statement of work, including operations and maintenance phase. The following parameters will be examined for evaluation:-</p> <ul style="list-style-type: none"> · Clarity and depth of understanding of the project's objectives, scope of work · Requirements and goal set forth in the scope of work
B	Handholding approach and methodology		5	<p>A write-up on Proposed methodology for Handholding. Following parameters shall be considered for evaluation:-</p> <ul style="list-style-type: none"> · Schedule · Delivery Strategy · Personnel Deployment Plan

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C	Solution Design and Architecture		5	<p>A write-up detailing out the solution offered on the following parameters:-</p> <ul style="list-style-type: none"> · Solution meeting the business requirements · Solution meeting the technical requirements · Network Architecture · Security Architecture · Integration Architecture · Clarity on solution offered · Availability and Scalability of solution · Any improvement or innovation in the proposed solution
D	Work Plan		5	<p>A detailed Project Plan with following parameters:-</p> <ul style="list-style-type: none"> · Adherence to the proposed timelines · Activities, Sequencing and dependencies among activities · Application Deployment Plan · Risk Management Plan · Communication Plan · Proposed Monitoring and Assurance · Quality Assurance and Escalation Mechanism

6.5 TECHNICAL PROPOSAL FORMAT

The technical proposal should consist of all the documents mentioned in the column 5 of the technical evaluation scoring matrix and in the same sequence. In addition the technical proposal should also include the following:-

- a. Should contain all the mandatory undertakings

- b. The technical proposal should address all the areas/ sections as specified by the NIT and should contain a detailed description of how the bidder will provide the required services outlined in this NIT. It should articulate in detail, as to how the bidder's Technical Solution meets the requirements specified in the NIT Volume I. The technical proposal must not contain any pricing information. In submitting additional information, please mark it as "supplementary" to the required response. If the bidder wishes to propose additional services (or enhanced levels of services)

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beyond the scope of this NIT, the proposal must include a description of such services as a separate and distinct attachment to the proposal

c. OC-SAG is also open to any suggestions that the bidder may want to render with respect to the approach adopted for the assignment in the light of their expertise or experience from similar assignments. However, this should not lead to the submission date being missed or extended.

d. **MANDATORY QUALIFICATION CRITERIA FOR KEY PROFILES**

For each profile bidder shall comply with the minimum qualification requirement as mentioned in the table below. Noncompliance with any of the mentioned requirement may lead to disqualification of the bidder from the bidding process.

S. No.	Key Profile	Minimum Requirement
1	Project Manager	<ul style="list-style-type: none">• The person suggested should have minimum technical qualification like BE/ B. Tech/ MCA or equivalent. Candidate with additional MBA qualification will be preferred.• The person should have an overall experience of 10 years and above working in projects related to implementation of IT with an experience of 5 years or more in at least two software implementation projects in project management role leading a team of 10 or more members.• Should have overall experience of 2 or more years in Games management projects
2	Technical Support Engineer	<ul style="list-style-type: none">• Should have a minimum technical educational qualification like BE / B.Tech / MCA or equivalent• Should have an overall experience of more than 3 years or above in maintenance and operations of Software service projects.

6.6 EVALUATION OF COMMERCIAL BIDS

a. The Commercial Bids of only the technically qualified bidders will be opened for evaluation.

- b. The bidder quoting the lowest commercial value will be invited for negotiations for awarding the contract.
- c. In case of a tie where two or more bidders quote the same lowest commercials, the bidder with the higher technical score will be invited first for negotiations for awarding the contract.

6.7 QUALITY CUM COST BASED SELECTION (QCBS) METHODOLOGY

1. The Financial Bids of only pre-qualified and technically qualified bidders will be opened physically in the presence of their representatives on a specified date and time duly notified.
2. Lowest Quoting Bidder will be the one who has quoted the lowest.
3. In the event the L1 bidder does not accept the contract, EMD of the bidder will be forfeited and OC-SAG may go for the next L2 or tender may be scrapped.
4. No enquiry shall be made by the bidder(s) during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful bidder(s). However, the Committee/its authorized representative and office of OC-SAG can make any enquiry/seek clarification from the bidders, which the bidders must furnish within the stipulated time else bid of such defaulting bidders will be rejected.
5. The commercial bids shall be evaluated by the Purchaser for completeness and accuracy. Arithmetical errors 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 the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.

A. Technical Bid: The threshold score for technical qualification would be 70 out of marks 100 based on the evaluation method. Any proposal achieving a Total Technical Score (T) less than 70 i.e TB% less than 49% will be treated as Not Substantially Responsive and will not be considered further. Only the technically qualified bidders will be informed for opening of the commercial bid. No further discussion/interface will be held with the bidder whose bid has been technically disqualified / rejected.

Technical bid weight age will be calculated as $TS \text{ (Technical Score) \%} = (\text{technical points of the Bidder}/100) * 0.7$

B. Commercial Bids: Commercial bids of those bidders who qualify the technical evaluation will only be opened. All other Commercial bids will be returned un-opened. The place, date and time for the opening of the financial bids shall be announced separately to only technically qualified bidders.

Commercial bid weight age will be calculated as $CS \text{ (Commercial Score)\%} = (L1 \text{ price}/\text{bidder's quoted price}) * 100$

The selection of the bidders shall be based on Quality cum Cost Based Selection (QCBS) methodology i.e. the aggregate scores of the technical bid (70%weightage) and Commercial bids (30% weightage) will be made. The Bidder with the highest aggregate score will be declared as L1 and will be required to further enter into contract with OC-SAG.

Opening and Evaluation of Financial Bids

After evaluating the Technical Bids, OC-SAG shall notify the bidders, indicating the date, time and place for opening of the Financial Bids. The following points may be noted for the evaluation of the Financial Bid

- Prices shall be written in both words and figures. In the event of difference, the price in words shall be valid and binding.
- Arithmetical errors will be rectified on the following basis. 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 the total price shall be corrected. If the Bidder does not accept the correction of the errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- **The Bidder with the lowest Financial Proposal would be considered as the L1 Bidder and would be awarded a commercial score of 100. Commercial Scores (CS) for other technically qualified bidders will be evaluated using the following formula:**

Commercial bid weight age will be calculated as CS (Commercial Score)%

$$=(L1 \text{ price} / \text{bidder's quoted price}) * 100$$

Commercial Scores (CS) will carry a weightage of 30%. Therefore, the total score will be calculated as below:

$$\text{Total Score} = \text{TS} + 0.30 * \text{CS}$$

7. AWARD OF CONTRACT

7.1. AWARD CRITERIA

OC-SAG will award the contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the best value proposal

7.2. OC-SAG'S RIGHT TO ACCEPT / REJECT ANY PROPOSAL OR ALL PROPOSALS

OC-SAG reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals 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 OC-SAG's action.

7.3. NOTIFICATION OF AWARD

Prior to the expiration of the validity period, OC-SAG will notify the successful bidder in writing or by fax or email, to be confirmed in writing by letter, that its proposal has been accepted. The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of performance bank guarantee, OC-SAG will promptly notify each unsuccessful bidder and return their Bid Security.

7.4. CONTRACT FINALIZATION AND AWARD

A contract will be awarded to the responsible, responsive bidder whose proposal conforms to the NIT and is, in the opinion of the **OC-SAG**, the most advantageous and represents the best value to the proposed project, price and other factors considered. Evaluations will be based on the proposals, and any additional information requested by the **OC-SAG**. Proposed project will involve the payment for the contract based on not only successful delivery of the solution but also on the success of the project after “Go-live”.

7.5. SIGNING OF THE CONTRACT

At the same time as OC-SAG notifies the successful bidder that its proposal has been accepted, OC-SAG shall enter into a separate contract, incorporating all agreements (to be discussed and agreed upon separately) between OC-SAG and the successful bidder. OC-SAG shall have the right to annul the award in case there is a delay of more than 15 days in signing of contract, for reasons attributable to the successful bidder

7.6. FAILURE TO AGREE WITH THE TERMS AND CONDITIONS OF THE NIT

Failure of the successful bidder to agree with the Terms & Conditions of the NIT shall constitute sufficient grounds for the annulment of the award, in which event OC-SAG may award the contract to the next best value bidder as per section **6.4** in this NIT or call for new proposals or invoke the PBG.

8. PAYMENTS TERMS AND SCHEDULES

8.1. PERFORMANCE BANK GUARANTEE

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- a. A PBG of 10% of value of the contract would be furnished by the bidder in the form of a Bank Guarantee as per the format provided in this NIT from Indian Public Sector Banks. Details of the bank are to be furnished in the commercial offer.
- b. The PBG should be furnished before signing of the contract and should be valid for a period of 60 days beyond guarantee/warranty obligations.
- d. OC-SAG may forfeit the Performance Guarantee for any failure on part of Bidder to complete its obligations under the Agreement.
- e. The Performance Guarantee shall be returned to the Bidder within 60 days of the date of successful discharge of all contractual obligations at the end of the period of the Agreement by the OC-SAG. No amendment to the agreement can be made.
- f. In case of deferment of the event the PBG will have to be extended for 60 days beyond the new date of completion of the event.

8.2. LIQUIDATED DAMAGES

In the event of the Bidder's failure to submit the Bonds, Guarantees and Documents and supply the solution as per schedule specified in this NIT, OC-SAG may at its discretion withhold any payment until the completion of the contract. OC-SAG may also deduct from the Bidder as agreed, liquidated damages as detailed in volume I , section 8 of this NIT.

8.3 MILESTONES AND PAYMENT SCHEDULE FOR IMPLEMENTATION PHASE

The bidder should strictly adhere to the Milestones, period and the payment schedule as mentioned below.

Milestone	Period	Payment Schedule
Award of Contract	T	10% of the quoted amount
Hosting of Games Portal & Accreditation Module	T + 0.5	20% of the quoted amount
Hosting of remaining modules	T + 1	30% of the quoted amount
Implementation and Handholding Support and consolidation of Results	From T + 1 till the end of games	40% of the quoted amount

Note: T means the Date of Award of Contract and other quantities are in months.

8.4 DETAILED PROJECT PLAN

1. Submission of final project plan :
 - a. Understand the detailed requirements of SAG
 - b. Formulate the detailed project plan.
 - c. Formulate detailed SRS
 - d. Signoff from for SRS and detailed project plan

2. Hosting of SAGMS
 - a. Hosting of SAGMS on the Data Centre
 - b. Testing of Application at all the venues and across all FA's
 - c. Capacity Building and Trainings to all operators
 - d. Commencement of Hand Holding Support for roll out of SAGMS across all FA's and Venues

3. UAT & Go Live :
 - a. Conduct UAT and reporting
 - b. Release Final Version of SAGMS

4. Implementation and Handholding Support and consolidation of Results
 - a. Provide Implementation and Handholding Support for SAGMS implementation across all FA's and Venues
 - b. Consolidation of results and submission of all required reports for closure and consolidation of Games event

5. Handholding support post Event
 - a. Provide Handholding Support for SAGMS post games event mainly towards reconciliation of information and maintenance of portal

6. Printing of Accreditation Cards/ Pass

9. FORMATS FOR RESPONSE – TECHNICAL BID

9.1. PROFILES OF PREVIOUS PROJECT EXPERIENCE

Relevant Project experience	
General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Service levels being offered/ Quality of service(QOS)	
Technologies used	
Outcomes of the project	

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Other Details	
Total cost of the project	
Total cost of the services provided by the Respondent	
Duration of the project (no. of months, start date, completion date, current status)	
Other Relevant Information	
Mandatory Supporting Documents:	
a) Letter from the client to indicate the successful completion of the projects	
Project Capability Demonstration	
Please provide complete details regarding the scope of the project to indicate the relevance to the requested technical evaluation criterion.	

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9.2 SOLUTION INFORMATION

The below list is indicative only	(Proposed Solution) ² (Provide the Product Name or fill Custom Built, in case of a new development	Version & Year of Release	OEM	Features & Functionalities	O&M Support (Warranty/ATS/...as required as per NIT) Provided by	References in the Submitted Proposal (Please provide page number/section-number / Volume)
Web server						
Application Server						
Database						
Operating System						
Reporting Engine						
Email/Messaging						
Security						
Any Other Proposed						
Helpdesk						
Antivirus						

2. It is possible that the Bidder has not suggested the solution as the list is indicative only. In case any of the item is not provided, the Bidder may indicate N/A in the corresponding Cells

9.3 TEAM PROFILE

Format for the Profiles	
Name of the person	
Current Designation / Job Title	
Current job responsibilities	
Proposed Role in the Project	
Proposed Responsibilities in the Project	
Academic Qualifications: <ul style="list-style-type: none"> • Degree • Academic institution graduated from • Year of graduation • Specialization (if any) • Key achievements and other relevant information 	
Professional Certifications (if any)	
Total number of years of experience	
Number of years with the current company	
Summary of the Professional / Domain Experience	
Number of complete life cycle implementations carried out	
The names of customers (Please provide the relevant names)	
Past assignment details (For each assignment provide details regarding name of organizations worked for, designation, responsibilities, tenure) Prior Professional Experience covering: <ul style="list-style-type: none"> • Organizations worked for in the past <ol style="list-style-type: none"> 1. Organization name 2. Duration and dates of entry and exit 3. Designation 4. Location(s) 5. Key responsibilities • Prior project experience <ol style="list-style-type: none"> 1. Project name 2. Client 3. Key project features in brief 4. Location of the project 5. Designation 6. Role 7. Responsibilities and activities 8. Duration of the project 	
Please provide only relevant projects.	

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Proficient in languages (Against each language listed indicate if read/write/both)	
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9.4 ORGANIZATIONAL DETAILS

Details of the Organization	
Name	
Nature of the legal status in India Nature of business in India	
Date of Incorporation	
Date of Commencement of Business	
Address of the Headquarters	
Address of the Registered Office in India	
Other Relevant Information	
Mandatory Supporting Documents: (a) Certificate of Incorporation from Registrar Of Companies (ROC) (b) Relevant sections of Memorandum of Association of the company or filings to the stock exchanges to indicate the nature of business of the company	

9.5 FINANCIAL STRENGTH DETAILS

Financial Information			
	FY 2012-13	FY 2013-14	FY 2014-15
Revenue (in INR crores)			
Profit Before Tax (in INR crores)			

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Other Relevant Information			
Mandatory Supporting Documents: (a) Auditor Certified financial statements for the Last three financial years; 2012-13 , 2013-14 , and 2014-15 (Please include only the sections on P&L, revenue and the assets, not the entire Balance sheet.)			

9.6. PROJECT EXPERIENCE

Relevant Software Service Project experience	
General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Service levels being offered/ Quality of service (QOS)	
Technologies used	
Outcomes of the project	
Other Details	
Total cost of the project	
Total cost of the services provided by the Respondent	
Duration of the project (no. of months, start date, completion date, current status)	
Other Relevant Information	
Mandatory Supporting Documents: a) Letter from the client to indicate the successful completion of the projects	
Project Capability Demonstration	
Complete details of the scope of the project shall be provided to indicate the relevance to the prequalification criterion (which is part of minimum qualification criteria). These capabilities may be spread over the projects (which are part of minimum qualification criteria) and not essentially in this project alone.	

9.7 RELEVANT GAMES MANAGEMENT PROJECT EXPERIENCE

Relevant Games Management Project experience	
General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Service levels being offered/ Quality of service (QOS)	
Technologies used	
Outcomes of the project	
Other Details	
Total cost of the project	
Total cost of the services provided by the	

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Respondent	
Place (town, state) where the project was executed (deployment, operations and maintenance)	
Duration of the project (no. of months, start date, completion date, current status)	
Other Relevant Information	
<p>Mandatory Supporting Documents:</p> <p>a) Letter from the client to indicate the successful completion of the projects</p> <p>b) Letter from the client to indicate the successful completion of the projects (setting up SAGMS, hardware and network infrastructure and building and deploying the application)</p> <p>c) Copies of the CMMi level 3 assessments.</p>	
Project Capability Demonstration	
<p>Complete details of the scope of the project shall be provided to indicate the relevance to the prequalification criterion (which is part of minimum qualification criteria).</p> <p>Following are the capabilities essential for the project. These capabilities may be spread over the projects (which are part of minimum qualification criteria) and not essentially in this project alone. However, demonstration of these capabilities is compulsory. Respondents are required to provide information substantiating their qualification related to the any/ all of the capabilities. The capabilities are:</p> <ol style="list-style-type: none"> 1. Online Portal Applications using SOA/Web Services with Service Orchestration – SAGMS Architecture, Design, Development, and Maintenance: <ul style="list-style-type: none"> • Should have demonstrated this in multiple large-scale projects • Should have implemented in situations requiring high availability, security and scalability • Should have demonstrated capabilities to meet and exceed performance levels and service levels 2. System Integration: <ul style="list-style-type: none"> • Should have demonstrated ability to deliver turnkey projects successfully from design through deployment • Should have a demonstrated ability to integrate with legacy systems as well as other new SAGMS systems • Should have demonstrated experience in installation, commissioning and provisioning of hardware, SAGMS, network in Data Centre environments 3. Project and Program Management: <ul style="list-style-type: none"> • Should have extensive experience in large scale project and program management • Should have experience handling multiple stakeholders and locations • Should have extensive experience in implementing and supporting projects for users in multiple locations. 4. Financial Strength: 	

- Should have financial capability to mobilize resources for large multi-year e-governance projects

5. Capacity Building and Change Management, Awareness and Promotion:

- Should have demonstrated capability in conducting capacity building and change management **programs**.

10. FORMAT FOR BID RESPONSE- COMMERCIAL BID

REQUIRED FORMAT FOR COMMERCIAL BID CAN BE DOWNLOADED FROM THE TENDER SITE

10.1 Commercial Cover Letter

(Company letterhead)

[Date]

To,

Chief Executive Officer,
Organising Committee, South Asian Games 2016,
C/o, Mr. Deepak Goswami
Senior Technical Director & State Informatics Officer
NIC, Assam State Centre
Old Gana Sewa Bhawan, Secretariat Complex, Guwahati

Dear Sir,

Ref: NIT for Implementation of SAGMS in Guwahati/Shillong

Having examined the NIT Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services, as required and outlined in the NIT. In order to meet such requirements and to provide services as set out in the NIT document, following is our quotation summarizing our Commercial Proposal.

We attach hereto the Commercial Proposal as required by the Bid document, which constitutes our proposal.

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We undertake, if our proposal is accepted, to the services as put forward in the NIT or such modified requirements as may subsequently be agreed mutually by us and OC-SAG or its appointed representatives.

We will obtain necessary bank guarantees in the formats given in the bid document issued by a bank in India, acceptable to OC-SAG and furnish them within the time frames set out in the NIT

We agree for unconditional acceptance of all the terms and conditions in the bid document and we also agree to abide by this bid response for a period of SIX (6) MONTHS from the date fixed for commercial bid opening and it shall be valid proposal till such period with full force and virtue. Until within this period a formal contract is prepared and executed, this bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between OC-SAG and us.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to OC-SAG is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead OC-SAG as to any material fact.

We agree that you are not bound to accept the lowest or any bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any if the products/ service specified in the bid response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ agency/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated(MMDDYYYY)
(Signature) (In the capacity of)

Duly authorized to sign the Bid Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of Bidder

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am of the, and that who signed the above proposal is authorized to bind the company, pursuant to the resolution passed in the meeting of Board of Directors of the company on _____ (date).

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Date

(Seal here)

10.2 Pricing Summary

Sr. No.	Description	Total Amount including all applicable taxes (INR)	Total Amount in Words (INR)
1.	SAGMS as per the scope defined in Volume- I of NIT and as per the conditions set in Volume –II of the NIT which includes customization, deployment, integration and implementation with operational and maintenance support of all the modules of the SAGMS including the training to the concerned employees for operationalising this software including deployment of necessary manpower of requisite qualification for the smooth implementation of SAGMS.		
2	Printing of Accreditation Cards/Passes Note: Rate should be quoted per card for Approx. 40000 (Forty thousand) cards/passes taking into account of ICT infrastructure required for running Accreditation Centres		
3	Wrist- Bands (4000 Nos)		
4	Provision of Servers, System Software for hosting of SAGMS		

11. ANNEXURE- OTHER FORMATS

Bidder shall separately submit these undertakings and declaration

11.1 Non- Disclosure Agreement (NDA)

[On Company Letterhead]

This AGREEMENT (hereinafter called the “Agreement”) is made on the [day] day of the month of [month], [year], between, OC-SAG, _____, on the one hand, (hereinafter called the “Purchaser”) and, on the other hand, [Name of the bidder] (hereinafter called the “Bidder”) having its registered office at [Address]

WHEREAS

The “Purchaser” has issued a public notice inviting various organizations to propose for hiring services of an organization for provision of services under the SAGMS Project (hereinafter called the “Project”) of the Purchaser;

The Bidder, having represented to the “Purchaser” that it is interested to bid for the proposed Project,

The Purchaser and the Bidder agree as follows:

1. In connection with the “Project”, the Purchaser agrees to provide to the Bidder a Detailed Document on the Project vide the Request for Proposal contained in three volumes. The Request for Proposal contains details and information of the Purchaser operations that are considered confidential.

2. The Bidder to whom this Information (Request for Proposal) is disclosed shall:

a. Hold such Information in confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information;

b. Restrict disclosure of the Information solely to its employees, agents and contractors with a need to know such Information and advise those persons of their obligations hereunder with respect to such Information;

c. Use the Information only as needed for the purpose of bidding for the Project;

d. Except for the purpose of bidding for the Project, not copy or otherwise duplicate such Information or knowingly allow anyone else to copy or otherwise duplicate such Information; and

e. Undertake to document the number of copies it makes

f. On completion of the bidding process and in case unsuccessful, promptly return to the Purchaser, all Information in a tangible form or certify to the Purchaser that it has destroyed such Information.

3. The Bidder shall have no obligation to preserve the confidential or proprietary nature of any Information which:

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- a. Was previously known to the Bidder free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Bidder's written records prepared prior to such disclosure; or
 - b. Is or becomes publicly known through no wrongful act of the Bidder; or
 - c. Is independently developed by an employee, agent or contractor of the Bidder not associated with the Project and who did not have any direct or indirect access to the Information.
4. The Agreement shall apply to all Information relating to the Project disclosed by the Purchaser to the Bidder under this Agreement.
5. The Purchaser will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.
6. Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the bidder, in any of the Information. Notwithstanding the disclosure of any Information by the Purchaser to the Bidder, the Purchaser shall retain title and all intellectual property and proprietary rights in the Information. No license under any trademark, patent or copyright, or application for same that are now or thereafter may be obtained by such party is either granted or implied by the conveying of Information. The Bidder shall not alter or obliterate any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Purchaser on any copy of the Information, and shall reproduce any such mark or notice on all copies of such Information.
7. This Agreement shall be effective from the date the last signature is affixed to this Agreement and shall continue in perpetuity.
8. Upon written demand of the Purchaser, the Bidder shall (i) cease using the Information, (ii) return the Information and all copies, notes or extracts thereof to the Purchaser forthwith after receipt of notice, and (iii) upon request of the Purchaser, certify in writing that the Bidder has complied with the obligations set forth in this paragraph.
9. This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
- 10. CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITH ALL FAULTS. IN NO EVENT SHALL THE PURCHASER BE LIABLE FOR THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION.**

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11. This Agreement shall benefit and be binding upon the Purchaser and the Bidder and their respective subsidiaries, affiliate, successors and assigns.

12. Agreement shall be governed by and construed in accordance with the Indian laws.

For and on behalf of the Bidder

____ (Signature) _____

(Name of the Authorized Signatory)

Date

Address

Location:

11.2 Bid Cover Letter

[Cover Letter]

[Date]

To,

Chief Executive Officer,
Organising Committee, South Asian Games 2016,
C/o, Mr. Deepak Goswami
Senior Technical Director & State Informatics Officer
NIC, Assam State Centre
Old Gana Sewa Bhawan, Secretariat Complex, Guwahati

Dear Sir,

Ref: NIT for South Asian Games Management Systems

Having examined the NIT, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the NIT for the SAGMS Project. We attach hereto the technical response as required by the NIT, which constitutes our proposal. We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to **OC-SAG** is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short listing process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the NIT document and also agree to abide by this tender response for a period of <<SIX MONTHS>> from the date fixed for bid opening.

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond.

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We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of 2015

(Signature)

(In the capacity of)

(Name)

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of bidder

Witness Signature:

Witness Name:

Witness Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I,....., the Company Secretary of,
certify that who signed
the above Bid is authorized to do so and bind the company by authority of its board/
governing body.

Date:

Signature:

(Company Seal)

(Name)

11.3 Undertaking on Patent Rights

[Company letterhead]

[Date]

To,

Chief Executive Officer,
Organising Committee, South Asian Games 2016,
C/o, Mr. Deepak Goswami
Senior Technical Director & State Informatics Officer
NIC, Assam State Centre
Old Gana Sewa Bhawan, Secretariat Complex, Guwahati

Sub: Undertaking on Patent Rights

Sir,

1. I/We as bidder do hereby undertake that none of the deliverables being provided by us is infringing on any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence.
2. I/We also confirm that there shall be no infringement of any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence, in respect of the equipments, systems or any part thereof to be supplied by us. We shall indemnify OC-SAG against all cost/claims/legal claims/liabilities arising from third party claim in this regard at any time on account of the infringement or unauthorized use of patent or intellectual and industrial property rights of any such parties, whether such claims arise in respect of manufacture or use. Without prejudice to the aforesaid indemnity, the Bidder shall be responsible for the completion of the supplies including spares and uninterrupted use of the equipment and/or system or any part thereof to OC-SAG and persons authorized by OC-SAG , irrespective of the fact of claims of infringement of any or all the rights mentioned above.
3. If it is found that it does infringe on patent rights, I/We absolve OC-SAG of any legal action.

Yours faithfully,
Authorized Signatory
Designation

11.4 Undertaking on Conflict of Interest

[Company letterhead]

[Date]

To,

Chief Executive Officer,
Organising Committee, South Asian Games 2016,
C/o, Mr. Deepak Goswami
Senior Technical Director & State Informatics Officer
NIC, Assam State Centre
Old Gana Sewa Bhawan, Secretariat Complex, Guwahati

Sub: Undertaking on Conflict of Interest

Sir,

I/We as Bidder do hereby undertake that there is, absence of, actual or potential conflict of interest on the part of the Bidder or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with OC-SAG.

I/We also confirm that there are no potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements as given in the NIT.

We undertake and agree to indemnify and hold OC-SAG harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees & fees of professionals, reasonably) by OC-SAG and/or its representatives, if any such conflict arises later.

Yours faithfully,
Authorized Signatory
Designation

11.5 Non- Malicious Code Certificate

[Company letterhead]

[Date]

To,

Chief Executive Officer,
Organising Committee, South Asian Games 2016,
C/o, Mr. Deepak Goswami
Senior Technical Director & State Informatics Officer
NIC, Assam State Centre
Old Gana Sewa Bhawan, Secretariat Complex, Guwahati

Sub: Non-Malicious Code Certificate

Sir,

1. I/We hereby certify that the software being offered / developed as part of the contract does not and will not contain any kind of malicious code that would activate procedures to:

A. Inhibit the desired and the designed function of the equipment / solution.

B. Cause damage to the user or his equipment / solution during the operational exploitation of the equipment / solution.

C. Tap information regarding network, network users and information stored on the network that is classified and / or relating to National Security, thereby contravening Official Secrets Act 1923. There are / will be no Trojans, Viruses, Worms, Spy wares or any malicious software on the system and in the software offered or software that will be developed. Without prejudice to any other rights and remedies available to OC-SAG , we are liable under Information Technology Act, 2000 and Indian Penal Code 1860 in case of physical damage, loss of information and those relating to copyright and Intellectual Property rights (IPRs), caused due to activation of any such malicious code in offered / developed software.

Yours faithfully,
Authorized Signatory
Designation

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11.6 Undertaking on Pricing of Items of Technical Response

[Company letterhead]

[Date]

To,

Chief Executive Officer,
Organising Committee, South Asian Games 2016,
C/o, Mr. Deepak Goswami
Senior Technical Director & State Informatics Officer
NIC, Assam State Centre
Old Gana Sewa Bhawan, Secretariat Complex, Guwahati

Sub: Undertaking on Clarifications sent to OC-SAG

Sir,

I/We do hereby undertake that Commercial Proposal submitted by us is inclusive of all the items in the technical proposal and is inclusive of all the clarifications provided/may be provided by us on the technical proposal during the evaluation of the technical offer. We understand and agree that our Commercial Proposal is firm and final and that any clarifications sought by you and provided by us would not have any impact on the Commercial Proposal submitted by us.

Yours faithfully,
Authorized Signatory
Designation

11.7 Undertaking on Provision of Support for Software

[Company letterhead]

[Date]

To,

Chief Executive Officer,
Organising Committee, South Asian Games 2016,
C/o, Mr. Deepak Goswami
Senior Technical Director & State Informatics Officer
NIC, Assam State Centre
Old Gana Sewa Bhawan, Secretariat Complex, Guwahati

Sub: Undertaking on Provision of Support for Software

Sir,

I/We undertake to provide the support needed for the OS/Application framework/RDBMS and any 3rd party products proposed as part of SAGMS during the duration of the contract period if any.

Yours faithfully,
Authorized Signatory
Designation

11.8 Undertaking on Service Level Compliance

[Company letterhead]

[Date]

To,

Chief Executive Officer,
Organising Committee, South Asian Games 2016,
C/o, Mr. Deepak Goswami
Senior Technical Director & State Informatics Officer
NIC, Assam State Centre
Old Gana Sewa Bhawan, Secretariat Complex, Guwahati

Sub: Undertaking on Service Level Compliance

Sir,

1. I/We as Bidder do hereby undertake that we shall monitor, maintain, and comply with the service levels stated in the NIT to provide quality service to OC-SAG
2. However, if the proposed number of resources is found to be not sufficient in meeting the tender and/or the Service Level requirements given by OC-SAG, then we will augment the team without any additional cost to OC-SAG.

Yours faithfully,
Authorized Signatory
Designation

11.9 Undertaking on Deliverables:

[Company letterhead]

[Date]

To,

Chief Executive Officer,
Organising Committee, South Asian Games 2016,
C/o, Mr. Deepak Goswami
Senior Technical Director & State Informatics Officer
NIC, Assam State Centre
Old Gana Sewa Bhawan, Secretariat Complex, Guwahati

Sub: Undertaking on Deliverables

Sir,

I/We as Bidder do hereby undertake the adherence of required Certification or above standards to the processes, deliverables/artifacts to be submitted to OC-SAG proposed as part of the SAGMS Software.

We also recognize and undertake that the Deliverables/artifacts shall be presented and explained to OC-SAG and also take the responsibility to provided clarifications as requested.

We also understand that the acceptance, approval and sign-off of the deliverables will be by OC-SAG. We understand that while all efforts shall be made to accept and convey the acceptance of each deliverable in accordance with the project schedule, no deliverable will be considered accepted until a specific written communication to that effect is made by OC-SAG.

Yours faithfully,
Authorized Signatory and Designation

11.10 Undertaking on Training the Users

[Company letterhead]

[Date]

To,

Chief Executive Officer,
Organising Committee, South Asian Games 2016,
C/o, Mr. Deepak Goswami
Senior Technical Director & State Informatics Officer
NIC, Assam State Centre
Old Gana Sewa Bhawan, Secretariat Complex, Guwahati

Sub: Undertaking on Training the Users

Sir,

1. I/We hereby undertake to train users (to be identified by OC-SAG) as per OC-SAG's requirements stated in the Request for Proposal (NIT). We further undertake that:

- i. We shall carry out a comprehensive training needs analysis and accordingly design the training program
- ii. Our training program would include, at the minimum, classroom training followed by supervised work sessions
- iii. We shall prepare all necessary training materials and deliver the training.

Yours faithfully,
Authorized Signatory & Designation

11.11 Undertaking on Support to Certification

[Company letterhead]

[Date]

To,

Chief Executive Officer,
Organising Committee, South Asian Games 2016,
C/o, Mr. Deepak Goswami
Senior Technical Director & State Informatics Officer
NIC, Assam State Centre
Old Gana Sewa Bhawan, Secretariat Complex, Guwahati

Sub: Undertaking on Support to Certification

Sir,

1. I/We understand that application (including the application and the associated IT systems) have to be certified by a 3rd party agency (to be identified by OC-SAG) before the system is commissioned.
2. I/We understand that the certification expenses will be borne by bidder and so also responsibility to ensure successful certification lies with the Bidder.
3. I/We hereby undertake that we shall do all that is required of the Bidder to ensure that system will meet all the conditions required for successful certification.

Yours faithfully,
Authorized Signatory
Designation

11.12 Undertaking on Exit Management and Transition

[Company letterhead]

[Date]

To,

Chief Executive Officer,
Organising Committee, South Asian Games 2016,
C/o, Mr. Deepak Goswami
Senior Technical Director & State Informatics Officer
NIC, Assam State Centre
Old Gana Sewa Bhawan, Secretariat Complex, Guwahati

Sub: Undertaking on Exit Management and Transition

Sir,

1. I/We hereby undertake that at the time of completion of the engagement, we shall successfully carry out the exit management and transition (to OC-SAG or to an agency identified by OC-SAG) to OC-SAG's satisfaction.

2. I/We further undertake to complete the following as part of the Exit Management and Transition:

i. Capacity Building at OC-SAG

a. We undertake to design team/organization structure at OC-SAG to manage the system

b. We undertake to carry out an analysis of the skill set requirement at OC-SAG to manage system and carry out the training & knowledge transfer required at OC-SAG to manage system

ii. Transition of project artifacts and assets

a. We undertake to complete the updating of all project documents and other artifacts and handover the same to OC-SAG before transition

b. We undertake to design Standard Operating Procedures to manage system (Including application and IT systems), document the same and train OC-SAG personnel on the same.

3. I/We also understand that the Exit Management and Transition will be considered complete on the basis of approval from OC-SAG.

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Yours faithfully,
Authorized Signatory
Designation

11.13 Undertaking on Personnel

[Company letterhead]

[Date]

To,

Chief Executive Officer,
Organising Committee, South Asian Games 2016,
C/o, Mr. Deepak Goswami
Senior Technical Director & State Informatics Officer
NIC, Assam State Centre
Old Gana Sewa Bhawan, Secretariat Complex, Guwahati

Sub: Undertaking on Personnel

Sir,

1. I/We as Bidder do hereby undertake that those persons whose profiles were part of the basis for evaluation of the bids and have been identified as “Key Personnel” of the proposed team, including Project Manager, Lead Technical Architects, Modeling/Database Expert, Lead Business Analyst, Technical Writer, and Domain Expert for the customization and deployment of software for the SAGMS project, shall be deployed during the Project as per our bid submitted in response to the NIT.
2. We undertake that any of the identified “Key Personnel” shall not be removed or replaced without the prior written consent of OC-SAG.
3. Under exceptional circumstances, if the Key Personnel are to be replaced or removed, we shall put forward the profiles of personnel being proposed as replacements, which will be either equivalent or better than the ones being replaced. However, whether these profiles are better or equivalent to the ones being replaced will be decided by OC-SAG. OC-SAG will have the right to accept or reject these substitute profiles.
4. We also undertake to staff the Project with competent team members in case any of the proposed team members leave the Project either due to voluntary severance or disciplinary actions against them.
5. We acknowledge that OC-SAG has the right to seek the replacement of any member of the Project team being deployed by us, based on the assessment of OC-

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SAG that the person in question is incompetent to carry out the tasks expected of him/her or found that person does not really possess the skills /experience/qualifications as projected in his/her profile or on the ground of security concerns or breach of ethics.

6. In case we assign or reassign any of the team members, we shall be responsible, at our expense, for transferring all appropriate knowledge from personnel being replaced to their replacements within a reasonable time.

Yours faithfully,
Authorized Signatory & Designation

11.14 UNDERTAKING ON PROVISION OF WORK ENVIRONMENT AT THE
OC-SAG

[Company letterhead]

[Date]

To,

Chief Executive Officer,
Organising Committee, South Asian Games 2016,
C/o, Mr. Deepak Goswami
Senior Technical Director & State Informatics Officer
NIC, Assam State Centre
Old Gana Sewa Bhawan, Secretariat Complex, Guwahati

Sub: Undertaking on Provision of Work Environment at premises of OC-SAG

Sir,

I/We as Bidder do hereby understand that the onsite team of Software Development Agency operating out of OC-SAG premises will be provided only with seating space. Any other requirements such as desktops, software will be bidder's responsibility.

Yours faithfully,
Authorized Signatory and Designation

11.15 UNDERTAKING ON CHANGES TO THE CONTRACT CLAUSES

[Company letterhead]

[Date]

To,

Chief Executive Officer,
Organising Committee, South Asian Games 2016,
C/o, Mr. Deepak Goswami
Senior Technical Director & State Informatics Officer
NIC, Assam State Centre
Old Gana Sewa Bhawan, Secretariat Complex, Guwahati

Undertaking on Changes to Contract Clauses

Sir,

1. I/We as Bidder do hereby acknowledge that we understand that the request for changes to contract clauses and any other terms and conditions in the NIT, submitted in our proposal as per the NIT are just suggestions for change.

2. We understand that it is neither guaranteed that these requests for changes will be accepted in the final contract nor this process will be construed as any commitment from OC-SAG to consider those suggestions.

Yours faithfully,
Authorized Signatory and Designation

11.16 FORMAT FOR SELF DECLARATION

(Company Letterhead – Submit separate declaration for consortium member, if any)

[Date]

To,

Chief Executive Officer,
Organising Committee, South Asian Games 2016,
C/o, Mr. Deepak Goswami
Senior Technical Director & State Informatics Officer
NIC, Assam State Centre
Old Gana Sewa Bhawan, Secretariat Complex, Guwahati

Sir,

In response to the NIT No. _____

dated _____ for quoting against the NIT as an Director of M/s << Bidder>> ,

I / We hereby declare that our Company / Firm _____ is having unblemished past record and was not declared blacklisted or ineligible to participate for bidding during last five financial years by **any State/Central Govt. or PSU** due to, breach of general or specific instructions, corrupt /fraudulent or any other unethical business practices.

Yours faithfully,
Authorized Signatory _____
Name _____
Designation _____
Company name _____

11.17 FORMAT FOR PERFORMANCE BANK GUARANTEE

[Date]

To,

Chief Executive Officer,
Organising Committee, South Asian Games 2016,
C/o, Mr. Deepak Goswami
Senior Technical Director & State Informatics Officer
NIC, Assam State Centre
Old Gana Sewa Bhawan, Secretariat Complex, Guwahati – 781006
Ph: 0361-2260254, 2261964
E-mail: asm-deepak@nic.in, sio-asm@nic.in

WHEREAS _____ (Name of the company & address) (hereinafter called “the Tenderer”) has submitted its tender dated _____ for selection of Bidder for South Asia Games Management Systems (SAGMS) as required and outlined in the request for proposal (NIT) for Selection of Bidder or SAGMS project to the OC-SAG (hereinafter called “the Tender”) in favour of..... Herein after called the “OC-SAG”, KNOW ALL MEN by these presents that we, _____ (Name of the Bank), a corporate body constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at _____ (Address of the head office) amongst others a branch at _____ (Branch name) (hereinafter called “the Bank”) do hereby undertake to pay to OC-SAG forthwith on demand without any demur and without seeking any reasons whatsoever, an amount not exceeding Rs. _____ and the guarantee will remain valid upto 60 days from the due date of the tender. It will, however, be open to the OC-SAG to return the Guarantee earlier than this period to the Bidder, in case the vendor does not qualify for the commercial negotiations by the OC-SAG after a recommendation is made by the on the bid(s) after an evaluation. In the event of the bidder withdrawing the tender before the completion of the stages prior to the Commercial negotiations or during the Commercial negotiations, as the case may be, the Guarantee deposited by the Bidder stands forfeited to OC-SAG. We also undertake not to revoke this guarantee during

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this period except with the previous consent of the OC-SAG in writing and we further agree that our liability under the Guarantee shall not be discharged by any variation in the term of the said tender and we shall be deemed to have agreed to any such variation.

No interest shall be payable by the OC-SAG to the bidder on the guarantee for the period of its currency.

Dated this _____ day of _____ 2015

For the Bank _____ (Agent/Manager)