



GUJARAT INFORMATICS LIMITED

Block No: 1, 8th Floor, Udhyog Bhavan,
Sector-11, Gandhinagar: 382 010
Phone No: 23256022, Fax No: 23238925

Bid for Selection of Agency for providing live web streaming (audio, video, record, viewing & other services on behalf of Office of the Chief Electoral Officer, Gandhinagar.

Tender No. HWT121017470

Pre-bid meeting : 25.10.2017 on 1500 hours

Last Date of Submission of Bid : 02-11-2017 till 1500 hours

Last Date of Submission of Bid Processing Fees & EMD: 02.11.2017 till 1500 hours

Date of Opening of Technical Bid : 02-11-2017 on 1700 hours

Bid Processing Fee: Rs. 17,700

Important Dates

Event	Date & Time
Pre-bid meeting	25/10/2017, 1500 hours
Last Date for the submission of EMD & Bid Processing Fees	02/11/2017, 1500 hours
Last Date for the submission bids	02/11/2017, 1500 hours
Date for the opening of Bids	02/11/2017, 1700 hours
Date for opening of financial bids	Will be intimated later

Gujarat Informatics Limited (hereinafter referred to as "GIL"), intend to invite offers through e-Tendering route for Selection of Agency for providing live web streaming (audio, video, record, viewing & other services on behalf of Office of the Chief Electoral Officer, Gandhinagar (Tender no. HWT121017470).

The eligibility Criteria is as below:

1. Bidders' financial turnover:
 - a. The bidder should have a minimum turnover of Rs. 15 Lacs in the any of the last two financial years, if the bidder is quoting for 1 zone.
 - b. The bidder should have a minimum turnover of Rs. 30 Lacs in the any of the last two financial years, if the bidder is quoting for 2 zones.
 - c. The bidder should have a minimum turnover of Rs. 45 Lacs in the any of the last two financial years, if the bidder is quoting for 3 zones.
 - d. The bidder should have a minimum turnover of Rs. 60 Lacs in the any of the last two financial years, if the bidder is quoting for 4 zones.
 - e. The bidder should have a minimum turnover of Rs. 75 Lacs in the any of the last two financial years, if the bidder is quoting for 5 zones.
 - f. The bidder should have a minimum turnover of Rs. 90 Lacs in the any of the last two financial years, if the bidder is quoting for 6 zones.The copies of Audited Annual Accounts for last three years shall be uploaded along with the bid.
(Form no. E-1).
2. The bidder must have one office in Gujarat. Please upload the copy of any two of the following: Property tax bill/Electricity Bill/Telephone Bill/VAT/CST Registration/Lease agreement. **(Form no. E-2). In case, bidder do not have office in Gujarat, bidder should give undertaking to open office in Gujarat within 45 days from the date of empanelment.**
3. The bidder must have experience of carrying out multiple location live web streaming (Web based audio & video streaming from multiple locations). Bidder should have minimum one order of Rs. 10 lacs or above & has to submit the supporting documents (like copy of purchase order, completion certificate) for at least one customer references. **(Form No. E-3).**

Note: Bidders who wish to participate in this bid will have to register on <https://gil.nprocure.com>. Further bidders who wish to participate in online bids will have to procure Digital Certificate as per Information Technology Act 2000 using which they can sign their electronic bids. Bidders can procure the same from (n) code solutions – a division of GNFC Ltd., or any other agency licensed by Controller of Certifying Authority, Govt. of India. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.

The terms and conditions are as follows:

- 1 The last date of submission of bid on the website <https://gil.nprocure.com> is **1500 Hrs. 02.11.2017. No physical bids will be accepted under normal circumstances.** However, GIL reserves the right to ask the bidders to submit the bid and/or any other documents in physical form.
- 2 The bid is non-transferable.
- 3 **The bidder may either quote for one Zone and/or any number of Zone or all the Zone mentioned in bid document. Please note that bidder has to consider all districts in a particular zone as mentioned in below table, while quoting the rates for the respective zone. EMD has to be paid Zone wise. Incomplete bids will be treated as non-responsive and will be rejected. Zone wise detail is as per below:**

List showing Zones of Districts for live web streaming		
Zone-1 (North Gujarat-1)		
Sr. No.	District	No. of Polling Station
1	Kutch	116
2	Banaskantha	158
3	Patan	69
4	Mehsana	159
	Total ACs	502
Zone-2 (North Gujarat-2)		
Sr. No.	District	No. of Polling Station
1	Sabarkantha	61
2	Arvalli	91
3	Gandhinagar	86
4	Ahmedabad	441
	Total ACs	679
Zone-3 (North Saurashtra)		
Sr. No.	District	No. of Polling Station
1	Surendranagar	166
2	Morbi	44
3	Rajkot	163
4	Jamnagar	70
5	Dev Bhumi Dwarka	14
	Total ACs	457
Zone-4 (South Saurashtra)		
Sr. No.	District	No. of Polling Station
1	Porbandar	32
2	Junagadh	63
3	Gir Somnath	91
4	Amreli	74
5	Bhavnagar	112
6	Botad	30
	Total ACs	401
Zone-5 (Central Gujarat)		

Sr. No.	District	No. of Polling Station
1	Anand	140
2	Kheda	121
3	Mahisagar	49
4	Panchmahals	95
5	Dahod	158
6	Vadodara	140
7	Chhota Udepur	47
	Total ACs	750
Zone-6 (South Gujarat)		
Sr. No.	District	No. of Polling Station
1	Narmada	24
2	Bharuch	102
3	Surat	227
4	Tapi	13
5	Dangs	28
6	Navsari	15
7	Valsad	51
	Total ACs	460

- 4 The bidder will have to setup the required equipments and related peripherals and carry out necessary integration at various Polling Booths across the Gujarat State.
- 5 The Bidder shall bear all the costs associated with the preparation and submission of its bid, and GIL will in no case will be responsible or liable for these costs, regardless of conduct or outcome of bidding process.
- 6 The bidder has to upload the compliance letter on its letter head duly signed by the authorized signature & other supporting documents as asked for in the bid in scanned format. Failing to submit the same or non-compliance/deviation from any bid terms and conditions, eligibility criteria or technical specifications may result in rejection of the bid.
- 7 The Bidder has to examine all instructions, forms, terms, conditions and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
- 8 Amendment of Bidding Documents (Corrigendum)
 - 8.1 At any time prior to the deadline for submission of bids, GIL may, for any reason, whether its own initiative or in response to the clarification request by a prospective bidder, modify the bidding documents.
 - 8.2 The corrigendum will be published on website <https://gil.nprocure.com> & www.gil.gujarat.gov.in.
 - 8.3 In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids GIL, at its discretion, may extend the deadline for the submission of bids.
- 9 Bid Currency – Prices shall be quoted in Indian Rupees only.

- 10 The Bidder will have to submit **Non refundable Bid Processing Fees of Rs. 17,700/- and Earnest Money Deposit (E.M.D.) of Rs. 1,00,000/-** for each zone (i.e. Rs. 100,000 for 1 zone, Rs. 200,000 for 2 zones, Rs. 300,000 for 3 zones, Rs. 400,000 for 4 zones, Rs. 500,000 for 5 zones & Rs. 600,000 for 6 zones) in a sealed cover at GIL office with the heading "**Bid Processing fees & EMD for the e-Tender No. HWT121017470** for provide services of Webcasting at various Polling Booths on behalf of Office of the Chief Electoral Officer, Gandhinagar."
- ✓ Bid processing fees must be in the form of Demand Draft in the name of "Gujarat Informatics Ltd." payable at Gandhinagar along with the covering letter. Please affix the stamp of your company on the overleaf of demand draft.
 - ✓ EMD shall be submitted in the form of **Demand Draft OR** in the form of an **unconditional Bank Guarantee (which should be valid for 3 months from the last date of bid submission)** of All Nationalized Bank including the public sector bank or Private Sector Banks or banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2016/328/DMO dated 01.05.2017 issued by Finance Department or further instruction issued by Finance department time to time in the name of "Gujarat Informatics Ltd." payable at Gandhinagar (as per prescribed format given at **as per prescribed format given at Annexure A**) and must be submitted along with the covering letter.
- Note:** Failing to submit physical covers of EMD and bid processing fees at GIL on or before **02.11.2017 up to 1500** hours may lead to the rejection of the bid.
- 11 In case of non-receipt of Bid Processing fees & EMD as mentioned above within prescribed time the bid will be rejected by GIL as non-responsive.
- 12 Unsuccessful/disqualified bidder's E.M.D. will be returned as promptly as possible but not later than 15 days after the expiration of the period of bid validity OR upon the successful Bidder signing the Contract, and furnishing the Performance Bank Guarantee @ 10% of the total order value as prescribed by GIL, whichever is earlier.
- 13 In exceptional circumstances, GIL may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its E.M.D. A Bidder granting the request will not be permitted to modify its bid.
- 14 The Successful bidder has to submit Performance Bank Guarantee @ 10% of total order value within 15 days from the date of issue of Purchase order (for period of 3 months) All Nationalized Bank including the public sector bank or Private Sector Banks or banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2016/328/DMO dated 01.05.2017 issued by Finance Department or further instruction issued by Finance department time to time. (The draft of Performance Bank Guarantee is attached herewith).
- 15 Successful bidders will have to sign the contract upon receiving the Purchase order with the purchaser(s) within 7 working days from the date of Purchase order. (The draft of the Contract form is attached herewith)
- 16 The successful Bidder's E.M.D. will be returned upon the Bidder signing the Contract, furnishing the Performance Bank Guarantee @ 10% of the total order value.
- 17 If the successful bidder fails to submit the Performance Bank Guarantee & sign the Contract Form within prescribed time limit, the EMD of the successful bidder will be forfeited. GIL also reserves the right to blacklist such bidder from participating in future tenders if sufficient cause exists."

- 18 The E.M.D. may 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:
 - (i) To sign the Contract as mentioned above or
 - (ii) To furnish performance bank guarantee as mentioned above or
 - (iii) If the bidder is found to be involved in fraudulent practices.
 - (iv) If the bidder fails to submit the copy of purchase order & acceptance thereof.
 - (v) If the successful bidder fails to submit the Performance Bank Guarantee & sign the Contract Form within prescribed time limit, the EMD of the successful bidder will be forfeited. GIL also reserves the right to blacklist such bidder from participating in future tenders if sufficient cause exists.
- 19 Termination for Default
- 19.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the Contract in whole or part:
- a) if the bidder fails to deliver any or all of the Goods & services within specified days from the date of purchase order, or within any extension thereof granted by the Purchaser or
 - b) if the Bidder fails to perform any obligation(s) under the Contract/Purchase order.
 - c) If the Bidder, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- For the purpose of this clause:
"Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value of influence the action of a public official in the procurement process or in contract execution.
- "fraudulent practice : a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the purchaser of the benefits of free and open competition;"
- 19.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause 20.1 above, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Bidder shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Bidder shall continue the performance of the Contract to the extent not terminated.
- 20 Price shall be inclusive of all freight, forwarding, transit insurance and installation charges.
- 21 Prices shall be in Indian Rupees. The prices shall strictly be submitted in the given format. The tax (GST) components as applicable shall be mentioned separately in the respective columns.
- 22 Late Bids – The bidder will not be able to submit the bid after final submission date and time.
- 23 Modification and Withdrawal of Bids
- 23.1 No bids will be allowed to be modified subsequent to the final submission of bids.
- 23.2 No bid will allowed to be withdrawn in the interval between the deadline for submission of bids and the expiry of the bid validity. Withdrawal of a bid during this interval will result in the forfeiture of bidder's E.M.D.
- 24 Bids will be opened in the presence of Bidder's representatives, who choose to attend. The Bidder's representatives who are present shall sign a register/attendance sheet evidencing their attendance. The representative will be held responsible for all commitments made on behalf of the bidder and that

will be considered valid for all further dealings related to this tender process. In the absence of the bidder(s), the tender committee may choose to open the bids as per the prescribed schedule.

- 25 The Bidder's names, Bid modifications or withdrawals, discounts and the presence or absence of relevant E.M.D. and such other details as GIL/GOG officer(s) at their discretion, may consider appropriate, will be announced at the opening.
- 26 **Evaluation of the bids:** After the closing time of submission, GIL/GOG committee will verify the submission of Bid Processing Fees & EMD as per bid terms and conditions. The eligibility criteria evaluation will be carried out of the responsive bids. The technical bids of the bidders who are complying with all the eligibility criteria will be opened and evaluated next. The financial bids of the technically qualified bidders will be opened and Successful bidder will be decided based on the zone wise lowest quoted rates without tax as mentioned in the financial bid section and then called for further negotiations if required.
- 27 The Department reserves the rights to empanel one or more qualified bidders for respective zones, subject to their matching with the L1 price.
- 28 In case of successful bidder is found in breach of any condition(s) of bid or supply order/work order, at any stage during the course of Contract period, the legal action as per rules/laws, shall be initiated against the empanelled bidder and EMD/PBG shall be forfeited, besides debarring and blacklisting the bidder concerned for the time period as decided by Govt., for further dealings with GoG.
- 29 **Delivery & installation:** As mentioned in the section-II.
- 30 Bids shall be valid for **90 days** after the date of financial bid opening. A bid valid for a shorter period shall be rejected as non-responsive. If required, GIL may extend the bid validity for further period from the date of expiry of bid validity in consultation with the successful bidder.
- 31 Bidders are required to quote all items including optional add-ons as well. Incomplete bids will be treated as non-responsive and will be rejected.
- 32 **Penalty Clause for delay in delivery & installation:** As mentioned in the section-II.
- 33 Successful bidder should submit the Performance Bank Guarantee @ 10% of total order value for the duration of (for three months) as per bid requirements. In any case, bidder is required to maintain 10% PBG at all time during the period of contract. In case of any penalty claimed from the submitted PBG during the contract period, the successful bidder is required to submit the additional PBG of the amount equal to the penalty claimed for the duration up to the validity of original Bank Guarantee.
- 34 **Payment:** As mentioned in the section-II.
- 35 GIL reserves the right to change any bid condition of any item even after inviting the bids, with/without prior notification.
- 36 GIL's Right to accept any Bid and to reject any or all Bids – GIL reserve the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to awarding the Contracts, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for such decision.

- 37 The quantity mentioned in this Bid is as per indents received by GIL. During the validity of Bid, any Govt. Dept can place purchase order for any item at finalized rates under this bid, hence successful vendor will have to accept purchase orders during the validity of Bid period.
- 38 The tendered quantities are estimated based on the receipt of the requirement from various Government offices. The quantities may decrease up to 50% of the bid quantity or increase up to 50% of the bid quantity at the time of finalization, depending upon the change in the requirements/grants available with the purchaser(s), which shall be binding to the bidder.
- 39 All correction/addition/deletion shall require authorized countersign.
- 40 Limitation of Vendor's Liability: Selected agency's liability shall be capped 100% of contract value plus other measures if defaults and QoS failures continue.
- 41 Force Majeure Shall mean and be limited to the following:
- War / hostilities
 - Riot or Civil commotion
 - Earthquake, flood, tempest, lightening or other natural physical disaster.
 - Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order by the BIDDER.

The BIDDER shall advise GIL by a registered letter duly certified by the local statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over two months, if arising out of causes of Force Majeure, GIL reserves the right to cancel the order.

Completion period may be extended to circumstances relating to Force Majeure by the GIL. Bidder shall not claim any further extension for completion of work. GIL/GoG shall not be liable to pay extra costs under any conditions.

The BIDDER shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken in to consideration or not in their quotations. In the event of any Force Majeure cause, the BIDDER shall not be liable for delays in performing their obligations under this order and the delivery dates can be extended to the BIDDER without being subject to price reduction for delayed delivered, as stated elsewhere.

It will be prerogative of GIL/GoG to take the decision on force major conditions and GIL/GoG decision will be binding to the bidder.

- 42 Bidders can seek written clarifications at least 5 days before the date of submission of Bid to Deputy General Manager (Tech.), Gujarat Informatics Ltd., 8th Floor, Block No. 1, Udyog Bhavan Gandhinagar 382010. GIL will clarify and issue amendments if any. No further clarification what so ever will be entertained.

The bid should be submitted on the website <https://gil.nprocure.com> on or before 1500 Hrs., 02.11.2017.

Please address all queries and correspondence to

Shri Vivek Upadhyay, DGM (Tech.),

Gujarat Informatics Limited

Block-1, 8th Floor, Udyog Bhavan,

Gandhinagar – 382010

Phone No. 079-23259239, Fax No. 079-23238925

E-mail: viveku@gujarat.gov.in

Fax/email should be followed by the post confirmation copy.

SECTION I

Bid Processing Fees & Earnest Money Deposit Details

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

ELIGIBILITY CRITERIA

Form no. E1 - Financial strength of the bidder

Financial Year	Turnover (Rs. In Crores)	Audited Accounts submitted? (Yes/No)

Note: Please fill this form and upload the audited Annual Accounts for the last three financial years.

Form no. E2 - Office in GUJARAT

Sr. No.	Address	Contact Person	Contact nos.	Type of supporting document uploaded
1				
2				

Note: You may mention more than one office (if applicable) by adding multiple rows

Form no. E3 - Experience Details

Sr. No.	Name of the Customer	Address	Start Date of Project	Completion Date of the Project	Scope of Work	Value of the project (in Rupees)
1						
2						
3						

Note: Please upload necessary supporting proofs in the eligibility section.

SECTION II

Brief of the Project

As per the Election Commission of India's instructions, States to monitor certain number of Polling Booths by setting up Webcasting services during Elections. In Gujarat currently there are 50128 Polling Booths and Chief Electoral Office, Gujarat State intends to monitor approximately 3000 Polling Booths. These 3000 Polling Stations are required to be monitored through Webcasting as per the instruction received from Election Commission of India, Chief Electoral Officer, Gujarat. Moreover, the webcasting is to be carried out from approximately 190 counting halls which will be conducted in large halls from designated counting counters, as per the instructions of the Election Commission of India. (Approximately from 40 counting centers i.e. locations & 190 counting halls.)

The zone wise empanelment list will be prepared and circulated to all respective District Electoral Offices (Collector Offices) & respective District Electoral Office will use this list of vendor & rates to award the work. The payment will be made by respective District Electoral Office. In case some selected agency is not fulfilling the work as envisaged, District Electoral Office may cancel the work and award to another empanel agency also. Further, since the actual orders for Web-casting will be put up by the DEOs after ascertaining ground realities prevailing at district level and availability of other optional measures, the number could have variation of plus/minus 10 % in case of Polling Stations.

Scope of Work

The Successful bidder has to undertake the live web streaming (both audio & video) on polling day and counting day events during the General Election to Gujarat Legislative Assembly 2017 on turnkey basis, with the installation of the necessary suitable, proven web based web streaming software along with the supply of other related items as per the detailed Scope of work given below.

1. Supply, installation, commissioning and implementation of the web based audio & video streaming software in the server set up in the secured cloud environment.
2. Supply and installation of internet connectivity for use in the identified polling stations on the polling day along with one manpower per polling station, to operate them to web stream the live data.
3. Supply and installation of IP based HD web cameras along with one manpower per counting center, for use in the counting centers, on counting day, to web stream the counting day activities in each counting center.
4. Supply and installation of sufficient IP as per requirement in the office of the DEO, along with one manpower, for use on the counting day, to view the live data of counting activities in each DEO's office.
5. The Video Streaming solution should be able to display multiple streams happening at the same time, in the polling stations/Counting Centres, on TV (s) / PCs for viewing in the Officers of the Chief Electoral Office (CEO), District Electoral Office (DEO) & ROs and Election Commission of India (ECI), Delhi.
6. Training manual and training schedules at each DEO office for the officials on the operation of the web streaming software.
7. Establishment of the centralized Help desk with minimum of 10 Nos. seaters to manage and fix the complaints/issues coming up on the polling and counting days.
8. For Polling Stations: During the Polling, the Webcasting is to be carried out from the identified Polling Stations on Poll Days. Therefore, the rates are invited for '1 (one) camera per Polling Station with ancillary hardware and manpower (i.e. one person per Polling Station Location'.

9. For Counting Centers: During the Counting, the Webcasting is to be carried out from around 40 Counting Centers (Locations), which will be conducted in around 190 large halls. Therefore, the rates are invited for "7 (seven) camera per Counting Hall with ancillary hardware and manpower (i.e. one person per counting Hall)" basis.
10. At CEO Office for a State Level Control Room, each identified agency will have to deploy 1 technical person. However, the identified agency that is to carrying out webcasting from the district level should deploy 1 technical person each at District level in all the offices of DEOs as a Coordinator/District Help Desk.
11. The number of Polling Stations /Counting Centres, angle of the cameras to be placed and from which particular Polling Stations/Counting Halls (location), the live web streaming is to be carried out, will be decided by the DEOs in consultation with their ROs and the orders will be directly placed by the concerned ROs / DEOs. Due verification of the completed task and payment after successful completion of task will also be taken care of by the DEOs.

Services expected on a Polling Day event

Task 1: Hosting of the web based streaming software:

The bidder shall suitably secure proven web based software that has the ability to record both audio and video.

1. Able to record video in H.264 compression or other equivalent open formats which can be read by a variety of open source software solution.
2. Able to record at least 4 kbps audio in a good quality. This may be either encoded within the video stream or recorded as a separate stream.
3. The camera should be wall mounted and fixed. It should be appropriately secured from physical damage.
4. The web camera should be so placed to cover the maximum possible area in polling station without hampering the secrecy of vote. The light and glare should be minimum and should be capable of zooming in as per the requirements.
5. During recording the assembly constituency (AC No.) and polling station no. (PS No.) should be visible clearly in camera view.
6. Further, it must be ensured that in the framework used for webcasting, advertisement of any kind is not displayed.
7. Both audio and video should have the running time stamp. The timestamp should come from a secured location / source and should be approved by the Nodal Officer.
8. The recording should not require any specialized software for viewing and should be done using the standard browsers which include the latest and up to 4 previous versions of the following – Google Chrome, Internet Explorer, Mozilla Firefox and Apple Safari.
9. The Application shall be loaded from the browser and the operator shall, only have the capability to Start and Stop the Recording. (The operator is a person provided by the bidder, who will use and operate the recording system and online application at the polling station).
10. The software shall provide video streaming URL with password protection to view district wise, parliamentary constituency/assembly constituency wise and polling station/counting centre wise videos which are streamed from the polling stations/counting centres. The software shall provide for secure data streaming over the internet, with viewing access only to the CEO, and such other offices as

authorized by the CEO with user id and password. The data streaming shall not be open for viewing by the public over the internet without the approval of CEO.

11. The software shall include option for
 - a. Connectivity status of web camera/IP camera from the polling station/counting centre whether the stream is online/offline.
 - b. Option for auto rotation of videos within assembly constituency/district/state level based on the type of user connected and option selected.
 - c. Option for on-demand view of the polling station/counting centre wise video.
12. Upon browser based video recording commencement, generic desktop lock must be engaged to disable all other applications from launching and connecting to the internet.
13. The software provided should have been developed by the bidder and should not be the free software or shareware available on the internet. During the recording, the user should be able to see the actual video that is being recorded.
14. The software should be able to offer graceful degradation of the recording quality in case there is deterioration in the network speed. This should be automated without any user inputs to be required on this.
15. The necessary load testing should also be carried out so that web streaming event meets the demand and goes through smoothly with good performance.
16. Software provided shall be able to perform query of the video and audio content of the storage. The software shall be able to burn CD and DVD disks on Windows based computers and be able to query the content available based on multiple parameters as Date, Time, Location, etc.
17. The Video Streaming solution should be such that it supports rewind with playback option and the option to move to the current live status of recording.
18. The Video Streaming solution should be able to display multiple streams happening at the same time on one TV location. It shall provide for the selection of any of the polling stations at any time on poll day, from where video data is being streamed, for viewing in the Offices of the CEO, DEOs & ROs.
19. The software shall list all polling stations/counting centres with their respective webcast after collecting and updating the details and the application software design from the nodal officer.
20. The data should in no point be hosted outside India and bidder will not access the data unless authorised by the CEO/DEO.
21. The video recording of the live webcasting at server shall be done as per the instructions of the nodal officer and shall not be stored in any form in any type of devices outside CEO's office after giving backup of all the videos to CEO's office. The bidder shall add the digital video watermark in the background of the streaming videos.
22. Uploading of the videos shall be carried out by the manpower posted by the bidder at each identified place , using webcam/HD camera and connectivity of either 4G/3G/2G/broadband, WiMax DSPT etc., based on local availability.
23. At the end of each event the web streamed data along with required reports, shall be made available within 4 days to the client in a Hard Disk for later retrieval and usage as necessary.
24. The Client shall facilitate the bidder in interaction with the telecom service providers to see that the connectivity is ensured during the events towards the smooth transmission of web streaming data.
25. The client shall also ensure the safety of the equipments such as Laptops, Internet connectivity devices high and cameras etc., installed by the bidder at the respective places, till the events are over.
26. The bidder shall also develop an application software which monitors the data feed from each polling Station on the polling day and also from each HD camera in the counting centre on the counting day based on which the performance status of the data feed, and the live streaming at the offices of the

RO/DEO/CEO, will be arrived on the service levels provided, to levy penalties as indicated under penalty clause.

27. During the Polling, the Webcasting is to be carried out from the identified Polling Stations on Poll Days. Therefore, the rates are invited for '1 (one) camera per Polling Station with ancillary hardware and manpower (i.e. one person per Polling Station Location'

This software should be vetted from CEO a week before deployment.

DEO, CEO and ECI HQ which should reflect point of failures, network status, recording status and downtime status. Network quality indicator on each camera should be made available in the User view mode and this should be computed and displayed automatically.

Task 2. Live Streaming and Recording of the Polling at Polling Stations

1. A pre-determined list of polling stations from where live web streaming will happen shall be shared with the bidder.
2. Number of Locations for Video & Audio Recording: (Input numbers) (approximately)
3. The bidder has to supply and install the IP based web cameras, as per the minimum specifications in the identified polling stations. The web camera should have facility of local recording, with minimum of 3 Megapixel camera resolution. The camera should be having capability of 10x zooming. The camera should have minimum illumination of .05 lux.
4. The camera should support 16-4096 kbps code rate, support constant bit rate/variable frame rate of up to 30 fps. Image Control: Backlight compression, Automatic white balance, 3D digital noise reduction. The display should be supported is 1920x1080.
5. The bidder has to provide the suitable internet connectivity on all location of installation of cameras for the services rendered by the bidder.
6. The bidder has to post one person at each identified polling station, with proper training on the usage of the web streaming software, using the camera and the internet connectivity on the day of polling and also during trial runs.
7. The bidder is required to have at least two day/trial runs of the process, to satisfy the client that their systems are in good working condition at least two days before the poll and the counting day.
8. In case of Re-poll ordered at a booth under live web streaming, the web streaming of that re-poll shall continue to be the responsibility of the bidder. Bidder is responsible to provide camera & setup solution in 1 or 2 days before actual polling date for testing & mock run. Re-polling will be considered as another event & agency will be separately paid per booth asked in re-polling.
9. The bidder shall also provide the following, in the offices of RO, DEO & CEO to view the live feeds of the polling day activities smooth on existing TV of respective offices.
10. The bidder shall ensure that the live feeds are transmitted in a secure manner to the server and then to the concerned officials up to the satisfaction of the nodal officer, for the duration when the operation are on.
11. The bidder shall ensure that the recorded material transmitted does not fall into the hands of any party, not authorized by CEO to receive the same.
12. The recorded material shall be the exclusive property of the CEO and neither the bidder nor any other party will be entitled to utilized the same.
13. After the event is over on polling day, the supplied LED TV's and internet connectivity, have to be taken back and manpower has to be withdrawn by the bidder.
14. The bidder shall provide adequate compute performance on the servers and storage along with suitable high speed internet / network bandwidth to accommodate the multiple video streaming.

15. The client will provide the list of mobile phone facilities of the election officials (that of the presiding officer / PO Officer), in an excel/CSV format, to the bidder, a few hours before the start of the election process for communication purposes.
16. The video and audio should be live streamed to the control centre via the server, The bidder should deploy the following resources on the days of polling and counting in each control centre.
17. The bidder shall provide the sufficient internet bandwidth for the live streaming of the poll day event.
18. In case of any disruption due to internet connectivity, the streaming data has to be stored in the local Hard Disk and the same shall be made available in DVD at the end of the day to the day to the officials concerned.
19. Number of Days required for recording at each location: 1 day References to day means 24 hours or part thereof.

Task 4: Setting up a Help Centre & Deployment of Manpower

1. The bidder is required to deploy adequate manpower to meet all conditions of the assignment. The following teams shall be required to be created. The DEO / RO / CEO Office will normally take manpower for each polling station. However, in case polling station / polling booth are in same premises (like in school campus, DEO / RO / CEO office may ask lesser number of manpower if they deem fit.
2. Centralized Help Desk in state HQ operating under the control of the nodal officer.
3. Team with (enter number) seater minimum, shall be located in (location) and shall assist all other locations to fix the issues that are coming up relating to this assignment.
4. The help desk should be operational on 3 days before polling and one day after polling, including the polling day. If there is a repoll, it should continue, till the end of the repoll.
5. Similarly the helpdesk should also function two days before counting and one day after counting including the counting day. If there is recounting, it should continue till the end of recounting.
6. Manpower: These personnel should be skilled in the application software being deployed by the bidder, their configuration, use etc. They should be available to assist with any issues arising during the course of the assignment.
7. The CVs of all the personnel, being deployed should be provided. Each of the personnel should have at least two of the following with him while in duty: - A Passport, A Driving Licence, PAN Card, Aadhaar Card or other form of identity as specified by the Nodal officer.
8. The following details shall be provided by the bidder in the CVs – Name, Date of Birth and Copies of Identity cards as above, Permanent Address, Address during the last 10 years, Any Criminal or Civil Record, Education Qualifications, Experience.
9. There may be Police / Security Clearance checks conducted against the personnel and the client may ask for any or all personnel to be replaced, which shall be required to be complied with immediately.
10. The personnel shall be required to operate around day of polling and counting process from each of the centre posted, in each of the (Parliamentary / Legislative) Assembly Constituency.
11. The Personnel have to report for duty on one day before the polling day and should be available till the sealing of EVM's is completed. Similarly during counting, the personnel have to report for duty one day before counting and should be available till the counting process is over completely.
12. Training of these personnel and the tasks shall include: Training the manpower in downloading the web streaming application and in the setting up of the entire recording system and allied issues, like connectivity, alert assistance etc. The training required will have to be conducted by the bidder, in the

district/at a suitable place for one or 2 days as decided before they are deputed to the concerned place for on duty.

13. Troubleshooting of any hardware/software issues related to entire process of recording streaming and monitoring.
14. Any other tasks found necessary for the successful live streaming of the videos.
15. The client will issue election duty certificate (EDC) for postal Ballot to the manpower posted in the respective locations as necessary. The manpower shall be asked to report for duty to the concerned officials when posted.

Task 5. Development of Training Material

1. A detailed Training Material is required to be developed by the bidder as the part of the assignment. The training material is required for the following purposes:
 - a. For operating the web streaming Software / Cameras etc.
 - b. For the post event operation of the Video Surveillance footage.
2. The Training Material should be in the following formats:
 - a. Documentation: Text based training material in the form of documents showing pictures / images and text of How-To, Help Guide, etc.
 - b. Multimedia: Audio and Video content including animations, videos, etc. for the above. Manuals on How to Video shall also be made available.
3. The Training material shall be placed in a secure location on the internet, for access only by the authorized users. It shall also be available offline in PEN Drive / CD Discs to all locations, where it can be shared and disseminated with all the intended/required users. The Help Desk personnel shall additionally act as Facilitators to facilitate the learning progress.

Services expected on a Counting Day event

Task 3. Live Streaming and Recording of the Counting Process

1. The bidder has to supply and install the IP based HD web cameras, as per the minimum specification in the identified polling stations. The web camera should have facility of local recording, with minimum of 3 Megapixel camera resolution.
The camera should have night vision capability, wide angle with 30/170 degrees coverage. The camera should be having capability of 10x zooming. The camera should have minimum illumination of .05lux.
2. The camera should support 16-4096 kbps code rate, support constant bit rate/variable frame rate of up to 30 fps. Image control: Backlight compression, automatic white balance, 3D digital noise reduction, the display should be supported is 1920x1080.
3. A pre-determined list of locations where Counting Process will happen shall be shared with the bidder.
4. All the items for Task 1 are required to be adhered to as applicable. Some Important Details for the consideration includes:
5. The bidder shall supply (specify nos.) of High end IP cameras as per the specifications given in (enter Appendix No) at each counting centre location as per the breakups:
 - a. At counting room : 6 nos. of Camera (As directed)
 - b. On the RO Table : 1 nos.
6. These cameras should support full HD recording. These cameras will be owned and operated by the bidder and shall be taken back at the end of the assignment.

7. Description and make / model of these cameras should be provided in the proposal.
8. Number of Days required for recording at each location : 1
9. The bidder shall provide the sufficient internet bandwidth to the high end cameras for web streaming of the counting day event.

Task 4: Setting up a Help Centre & Deployment of Manpower

1. The bidder is required to deploy adequate manpower to meet all conditions of the assignment. The following teams shall be required to be created. The DEO / RO / CEO Office will normally take manpower for each counting station. However, in case counting station / counting booth are in same premises (like in school campus, DEO / RO / CEO office may ask lesser number of manpower if they deem fit.
2. Centralized Help Desk in state HQ operating under the control of the nodal officer.
3. Team with (enter number) seater minimum, shall be located in (location) and shall assist all other locations to fix the issues that are coming up relating to this assignment.
4. The help desk should be operational on 3 days before polling and one day after polling, including the polling day. If there is a repoll, it should continue, till the end of the repoll.
5. Similarly the helpdesk should also function two days before counting and one day after counting including the counting day. If there is recounting, it should continue till the end of recounting.
6. Manpower: These personnel should be skilled in the application software being deployed by the bidder, their configuration, use etc. They should be available to assist with any issues arising during the course of the assignment.
7. The CVs of all the personnel, being deployed should be provided. Each of the personnel should have at least two of the following with him while in duty: - A Passport, A Driving Licence, PAN Card, Aadhaar Card or other form of identity as specified by the Nodal officer.
8. The following details shall be provided by the bidder in the CVs – Name, Date of Birth and Copies of Identity cards as above, Permanent Address, Address during the last 10 years, Any Criminal or Civil Record, Education Qualifications, Experience.
9. There may be Police / Security Clearance checks conducted against the personnel and the client may ask for any or all personnel to be replaced, Which shall be required to be complied with immediately.
10. The personnel shall be required to operate around day of polling and counting process from each of the centre posted, in each of the (Parliamentary / Legislative)
11. Assembly Constituency.
12. The Personnel have to report for duty on one day before the polling day and should be available till the sealing of EVM's is completed. Similarly during counting, the personnel have to report for duty one day before counting and should be available till the counting process is over completely.
13. Training of these personnel and the tasks shall include: Training the manpower in downloading the web streaming application and in the setting up of the entire recording system and allied issues, like connectivity, alert assistance etc. The training required will have to be conducted by the bidder, in the district/at a suitable place for one or 2 days as decided before they are deputed to the concerned place for on duty.
14. Troubleshooting of any hardware/software issues related to entire process of recording streaming and monitoring.
15. Any other tasks found necessary for the successful live streaming of the videos.

16. The client will issue election duty certificate (EDC) for postal Ballot to the manpower posted in the respective locations as necessary. The manpower shall be asked to report for duty to the concerned officials when posted.

Task 5. Development of Training Material

1. A detailed Training Material is required to be developed by the bidder as the part of the assignment. The training material is required for the following purposes:
 - a. For operating the web streaming Software / Cameras etc.
 - b. For the post event operation of the Video Surveillance footage.
2. The Training Material should be in the following formats:
 - a. Documentation: Text based training material in the form of documents showing pictures / images and text of How-To, Help Guide, etc.
 - b. Multimedia: Audio and Video content including animations, videos, etc. for the above. Manuals on How to Video shall also be made available.
 - c. The Training material shall be placed in a secure location on the internet, for access only by the authorized users. It shall also be available offline in PEN Drive / CD Discs to all locations, where it can be shared and disseminated with all the intended/required users. The Help Desk personnel shall additionally act as Facilitators to facilitate the learning progress.

Manpower Services

The manpower requirement mentioned in the above tasks (either on polling day or counting day event) is indicative. Bidders are required to quote for rates of manpower for respective zones. The exact number of manpower required for each zone will be decided by respective DEOs for polling event & counting event. The payment shall be made based on the actual number of manpower deployed. The manpower deployed by the agency should be well conversant with computer technology.

Reporting Requirements and Time Schedule for Deliverables

The following would be the reporting requirements for the bidder:

1. An Inception Report within 1 week, from the start of the assignment. Weekly progress Reports Consisting of
 - a. All works performed by the bidder.
 - b. The Time Sheets / Attendance duly countersigned by the Nodal Officer.
2. All Other Reports as required for the successful execution of this assignment.
3. Development and Maintenance of an MIS for all reporting purposes.
4. Final report within 2 weeks of closure of all activities stipulated in the contract.
5. The report may be submitted in hardcopy and in soft copy (Through e-Mail / MIS / Shared Folder over Internet) to the officers concerned.
6. The bidder after completion of the recording activities, all data to be arranged on the Hard Disks and handover to the nodal officer, within 4 days after each event (Polling/counting) is completed. After handling over the data, the bidder shall not retain any data in their computers or in any form with them. Any deviation in this regard, the bidder shall be held responsible and liable for punishment as per law. The HDD shall be provided by the bidder at his own cost.

Deliverable Timeline

1. Delivery: The ordered items shall be delivered, installed and commissioned 2 - 3 days before the polling & counting date, as instructed by District Electoral Officer (DEO) & 1 day before polling day for mock trial by Chief Electoral Office (CEO), General Administration Department (GAD) & Election Commission of India (ECI). Before that this mock exercise will be ascertained by DEO / RO.
2. The successful bidders after obtaining the consignee address shall visit the sites to access the readiness of the site for installation. A report in this respect shall be submitted to client.
3. The office / user department is solely responsible for the site preparation, if any before the scheduled installation dates.
4. After successful installation, commissioning and completion of the delivery to the user department at different locations, the bidder must obtain signed delivery challan.
5. The details of the representatives responsible for attending the services at each client site, name and designation of the contact person and centre in-charge, higher level in-charge who is responsible to oversee the service centres, person to whom complaints can be made, in case the service provide to any centres, person to whom complaints can be made, in case the services provides to any center, is not satisfactory and the contact number of the responsible person, fax, mobile numbers & email address must be provided well in advance to the client.
6. In the event of non-acceptance of the items delivered by the office / user department, the successful bidder shall immediately report to office / user department for suitable directions.
7. If there is any cancellation of the event after issuing the work order, it will be in limited within 24 Hours time in advance
8. The quantity mention in the tender document is tentative only. Payment will be released based on the quantity used at the site and the same has to be attested by client.
9. The successful bidder shall be liable and /or responsible for the compliance of all statutory provisions and especially those relating to labour laws in respect of this contract.

Bidder is responsible to provide camera & setup solution in 1 or 2 days before actual polling date for testing & mock run. Re-polling will be considered as another event & agency will be separately paid per booth asked in re-polling.

Release of Payment

The following are the conditions precedent for any payment by the Client:

1. Signing of Contract
2. Singing of Non-Disclosure Agreement by all the persons involved in the assignment.
3. Submission of an irrevocable Bank Guarantee of the Contract amount in the format specified to the client.
4. The following would be the Milestones and Payment.

Sr. No.	Milestone	Approval	By Date
1.	Inception Report Submission	By DEOs	(Enter date)
2.	Training Document and Multimedia content & Training for all officials concerned	By DEOs	(Enter date)
3.	Two Trail runs and satisfactory Certificate before two days of poll day and counting day.	By DEOs	(Enter date)

4.	Submission of all other project deliverables and final report	By DEOs and Payment in full	Within 15 days after the completion of polling and counting events.
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No advance Payment will be made

Service Level Agreement (SLA)

1. 100% Server, Network & Power Uptime SLA: The vendor should provide with 100% Server, Network & Power Uptime SLA as standard. This shall be applicable during the Election Day as declared by the client and shall be applicable for 24 hours or as decided by the client. The vendor should ensure

Service Availability	Deduction from total cost
99.9% to 100%	0%
98% to 99.8%	10%
95% to 97.9%	25%
90% and below	50%

2. The buffer should not happen in the streaming at the ECI, CEO, DEO and RO office. Vender will develop a dashboard for reporting the buffer and failure.

Buffer and connection loss	Deduction from the total cost
<10 Point failure	0%
>10 Points Failure	10%
>50 Point Failure	25%
>100 Point Failure	50%

Appendix

Technical Specifications of the camera

During Polling	IP based web camera
	3 Megapixel minimum
	Right vision capability
	Wide angle with 30/170 degrees coverage
	Minimum illumination of .05 lux
	Support 16-4096 kbps code rate
	Support constant bit rate/variable frame rate of 30 fps.
	Image control: Backlight compression, Automatic white balance, 3D digital noise reduction.
During Counting	IP based HD web camera
	3 Megapixels minimum
	Right vision capability
	Wide angle with 30/170 degrees coverage
	Minimum illumination of .05lux.
	Support 16-4096 kbps code rate
	Support constant bit rate/variable frame rate of up to 30fps
	Image Control: Backlight compression, Automatic white balance, 3D digital noise reduction.
	Display should be supported is 1920x1080

SECTION III

Financial Bid Format: Zone: 1

Sr. No.	Item	Unit Rate (In Rs.) (without tax)	Qty.	Total Rate (In Rs.) (without tax)	Value of GST (In%)
1	Charges for carrying out web streaming / recording, viewing & other services mentioned in the RFP for polling event at polling station		500		
2	Charges for carrying out web streaming / recording, viewing & other services mentioned in the RFP for counting event at counting station		35		
3	Charges for deployment manpower as per RFP scope		535		
	Total for Zone 1 (in Rs.)				

Financial Bid Format: Zone-2

Sr. No.	Item	Unit Rate (In Rs.) (without tax)	Qty.	Total Rate (In Rs.) (without tax)	Value of GST (In%)
1	Charges for carrying out web streaming / recording, viewing & other services mentioned in the RFP for polling event at polling station		500		
2	Charges for carrying out web streaming / recording, viewing & other services mentioned in the RFP for counting event at counting station		35		
3	Charges for deployment manpower as per RFP scope		535		
	Total for Zone 2 (in Rs.)				

Financial Bid Format: Zone-3

Sr. No.	Item	Unit Rate (In Rs.) (without tax)	Qty.	Total Rate (In Rs.) (without tax)	Value of GST (In%)
1	Charges for carrying out web streaming / recording, viewing & other services mentioned in the RFP for polling event at polling station		500		
2	Charges for carrying out web streaming / recording, viewing & other services mentioned in the RFP for counting event at counting station		35		

3	Charges for deployment manpower as per RFP scope		535		
	Total for Zone 3 (in Rs.)				

Financial Format Zone-4

Sr. No.	Item	Unit Rate (In Rs.) (without tax)	Qty.	Total Rate (In Rs.) (without tax)	Value of GST (In%)
1	Charges for carrying out web streaming / recording, viewing & other services mentioned in the RFP for polling event at polling station		500		
2	Charges for carrying out web streaming / recording, viewing & other services mentioned in the RFP for counting event at counting station		35		
3	Charges for deployment manpower as per RFP scope		535		
	Total for Zone 4 (in Rs.)				

Financial Bid Format Zone-5

Sr. No.	Item	Unit Rate (In Rs.) (without tax)	Qty.	Total Rate (In Rs.) (without tax)	Value of GST (In%)
1	Charges for carrying out web streaming / recording, viewing & other services mentioned in the RFP for polling event at polling station		500		
2	Charges for carrying out web streaming / recording, viewing & other services mentioned in the RFP for counting event at counting station		35		
3	Charges for deployment manpower as per RFP scope		535		
	Total for Zone 5 (in Rs.)				

Financial Bid Format Zone: 6

Sr. No.	Item	Unit Rate (In Rs.) (without tax)	Qty.	Total Rate (In Rs.) (without tax)	Value of GST (In%)
1	Charges for carrying out web streaming / recording, viewing & other services mentioned in the RFP for polling event at polling station		500		

2	Charges for carrying out web streaming / recording, viewing & other services mentioned in the RFP for counting event at counting station		35		
3	Charges for deployment manpower as per RFP scope		535		
	Total for Zone 6 (in Rs.)				

Note:

1. Evaluation will be done zone wise. Successful bidder will be decided for each Zone based on the total of all the line items for respective zones.
2. The above mentioned notional quantity (zone wise) of manpower, polling station & counting station are for bid evaluation purpose to arrive for L1 bidder.
3. Actual order will be placed by DEO Office based on the requirement in their district at negotiated finalized rates.
4. Bidders willing to match the negotiated finalized rates of L1 bidder will also be empanelled & that rates will be circulated for that particular zone.



Performa of Compliance letter/Authenticity of Information Provided

(On Non judicial Stamp paper of Rs.100 duly attested by the First class Magistrate/Notary Public)

Date:

To,
DGM (Tech.)
Gujarat Informatics Ltd.
Block-1, 8th Floor,
Udhyog Bhavan, Gandhinagar.

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

Ref: Tender No. HWT121017470

Dear Sir,

With reference to above referred tender, I, undersigned <<Name of Signatory>>, in the capacity of <<Designation of Signatory>>, is authorized to give the undertaking on behalf of <<Name of the bidder>>. We wish to inform you that we have read and understood the technical specification and total requirement of the above mentioned bid submitted by us on **DD.MM.2017**

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

We also explicitly understand that all quoted items meet technical specification of the bid & that such technical specification overrides the brochures/standard literature if the same contradicts or is absent in brochures.

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

The Information provided in our submitted bid is correct. In case any information provided by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD/ PBG/cancel the award of contract. In this event, GIL reserves the right to take legal action on us.

Thanking you,

Dated this _____ day of _____ 2017

Signature: _____
(in the Capacity of) : _____
Duly authorized to sign bid for and on behalf of

Note: This form should be signed by authorized signatory of bidder

Annexure A

Format of Earnest Money Deposit in the form of Bank Guarantee

Ref: Bank Guarantee No.
Date:

To,
DGM (Technical)
Gujarat Informatics Limited
8th Floor, Block -1, Udyog Bhavan,
Sector - 11, Gandhinagar - 382017
Gujarat, India

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the Tender no: HWT121017470 KNOW ALL MEN by these presents that WE ----- having our registered office at ----- (hereinafter called "the Bank") are bound unto the Gujarat Informatics Limited in the sum of ----- for which payment well and truly to be made to Gujarat Informatics Limited , the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day of -----2017.

THE CONDITIONS of this obligation are:

1. The E.M.D. may be forfeited:
 - a. if a Bidder withdraws its bid during the period of bid validity
 - b. Does not accept the correction of errors made in the tender document;
 - c. In case of a successful Bidder, if the Bidder fails:
 - (i) To sign the Contract as mentioned above within the time limit stipulated by purchaser or
 - (ii) To furnish performance bank guarantee as mentioned above or
 - (iii) If the bidder is found to be involved in fraudulent practices.
 - (iv) If the bidder fails to submit the copy of purchase order & acceptance thereof.
 - (v) If the successful bidder fails to submit the Performance Bank Guarantee & sign the Contract Form within prescribed time limit, the EMD of the successful bidder will be forfeited. GIL also reserves the right to blacklist such bidder from participating in future tenders if sufficient cause exists.

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

This guarantee will remain valid for 3 months from the last date of bid submission i.e. DD.MM.20XX. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER further agrees that if this guarantee is extended for a period as mutually agreed between bidder & owner/purchaser, the guarantee shall be valid for a period so extended provided that a written request for such extension is received before the expiry of validity of guarantee.

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

other acts of omission or commission on the part of the OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

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

Dated at _____ on this _____ day of _____ 2017.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &
Its official Address

Approved Bank: All Nationalized Bank including the public sector bank or Private Sector Banks or banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2016/328/DMO dated 01.05.2017 issued by Finance Department or further instruction issued by Finance department time to time.



**Performa of Contract-cum-Equipment
Performance Bank Guarantee**
(To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.

Date:

To

Name & Address of the Purchaser/Indenter

Dear Sir,

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

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

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

The Bank also agree that the OWNER/PUCHASER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the SELLER and not

withstanding any security or other guarantee that the OWNER/PURCHASER may have in relation to the SELLER's liabilities.

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

Dated at _____ on this _____ day of _____ 2017.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &
Its official Address

List of approved Banks

Approved Bank: All Nationalized Bank including the public sector bank or Private Sector Banks or banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2016/328/DMO dated 01.05.2017 issued by Finance Department or further instruction issued by Finance department time to time

CONTRACT FORM

THIS AGREEMENT made on the _____ day of _____, 2017 ____ Between _____ (Name of purchaser) of _____ (Country of Purchaser) hereinafter "the Purchaser" of the one part and _____ (Name of Supplier) of _____ (City and Country of Supplier) hereinafter called "the Supplier" of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz., _____ (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of _____ (Contract Price in Words and Figures) hereinafter called "the Contract Price in Words and Figures" hereinafter called "the Contract Price."

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2 The following documents shall be deemed to form and be read and construed as part of this Agreement, viz. :
 - 2.1 the Bid Form and the Price Schedule submitted by the Bidder;
 - 2.2 terms and conditions of the bid
 - 2.3 the Purchaser's Notification of Award
- 3 In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4 The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- 5 Particulars of the goods and services which shall be supplied / provided by the Supplier are as enlisted in the enclosed annexure :

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said _____ (For the Purchaser)

in the presence of _____

Signed, Sealed and Delivered by the

Said _____ (For the Supplier)

in the presence of _____