

Bid Document



GUJARAT INFORMATICS LIMITED

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**Bid for Supply, Installation, Commissioning &
Maintenance of Servers, Firewall &
Virtualization Software on behalf of Sardar
Sarovar Narmada Nigam Ltd., Gandhinagar
(Tender No. HWT100418490)**

Pre-bid Meeting: 21.04.2018 at 1500 hours

Last Date of Submission of Bid: 03.05.2018 till 1500 hours

Last Date of Submission of Bid Processing Fees & EMD: 03.05.2018 till 1500 hours

Date of Opening of Technical Bid: 03.05.2018 on 1700 hours

Bid Processing Fee: Rs. 5,900/-

Introduction

Gujarat Informatics Limited (herein after referred to as GIL), on behalf of Sardar Sarovar Narmada Nigam Ltd., Gandhinagar (herein after referred to as the Purchasers) for the requirements of purchase of Servers, Firewall & Virtualization Software for the upgradation of their Data Center at Gandhinagar, intend to invite your bid for Supply, Installation, Commissioning & Maintenance of Servers, Firewall & Virtualization Software on behalf of Sardar Sarovar Narmada Nigam Ltd., Gandhinagar.

The selected agency will have to supply, install and commissioning of the hardware & software at SSNNL Data Center, Sachivalaya, Gandhinagar and maintain the same the contract period.

Gujarat Informatics Limited, on behalf of "Sardar Sarovar Narmada Nigam Ltd., Gandhinagar has published this bid for ***Supply, Installation, Commissioning & Maintenance of Servers, Firewall & Virtualization Software on behalf of Sardar Sarovar Narmada Nigam Ltd., Gandhinagar***". GIL invites your bid for the same (Tender No. HWT100418490).

Proposal in the form of BID are requested for the item(s) in complete accordance with the documents to be uploaded as per following guidelines.

Bidder shall submit their bids on <https://www.gil.nprocure.com>.

The bidder will have to submit **Nonrefundable Bid Processing Fees of Rs. 5,900/- & Earnest Money Deposit (E.M.D.) of Rs. 1,60,000/- (Refundable)** on or before date & hours of submission of bid in a sealed cover at GIL office with the heading **"Bid processing Fees & EMD for E-tender no HWT100418490 for Supply, Installation, Commissioning & Maintenance of Servers, Firewall & Virtualization Software on behalf of Sardar Sarovar Narmada Nigam Ltd., 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.
- **EMD** as mentioned above, shall be submitted in the form of Demand Draft **OR** in the form of an unconditional Bank Guarantee (**which should be valid for 6 months from the last date of bid submission**) of any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural 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 Annexure A) and must be submitted along with the covering letter.

Please affix the stamp of your company on the overleaf of demand draft.

Note: Failing to submit physical covers of EMD and Bid Processing Fees at GIL on or before the last date & time of submission as given in this bid, may lead to the rejection of the bid.

The Bid Processing Fees & EMD Section and Eligibility Section will be opened on the specified date & time in the presence of the committee members and representatives of the bidders who choose to attend. 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.

Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection.

In addition to this bid, the following sections uploaded are part of Bid Documents.

Section	Name of Section	Page No.
Section - 1	Eligibility Criteria	5
Section - 2	Scope of Work	6
Section - 3	Instructions to Bidders / General Terms & Conditions	8
Section - 4	Technical Specifications	14
Section - 5	Financial Bid Format	19
Section - 6	Annexure	20
Section - 7	Performa of Compliance letter / Authenticity of Information Provided	22
Section - 8	Performa of Performance Bank Guarantee & Contract Form	25

The summary of various activities with regard to this invitation of bids are listed in the table below:

1	Bid Reference Number	Tender No. HWT100418490
2	Date of Pre-Bid Meeting	21.04.2018 on 1500 hours
3	Venue of Pre-Bid Meeting	Gujarat Informatics Limited Block No. 1, 8 th Floor, Udyog Bhavan, Sector-11, Gandhinagar 382 010
4	Last Date & Time for Submission of Bids electronically on https://www.gil.nprocure.com	03.05.2018 till 1500 hours
5	Date & Time of Opening of Bids (Un-priced Bids)	03.05.2018 at 1700 hours
6	Date & Time of Opening of Commercial Stage	Will be intimated to the qualified bidders at a later date.
7	Venue of Opening of Bids	Gujarat Informatics Limited Block No. 1, 8 th Floor, Udyog Bhavan, Sector-11, Gandhinagar 382 010
8	Bid Processing Fees (Non-refundable)	Rs. 5,900/- (Rupees Five Thousand Nine Hundred Only)
9	Earnest Money Deposit (E.M.D.)	Rs. 1,60,000/- (Rupees One Lac Sixty Thousand Only)
10	GIL Contact Person	DGM (Tech.), GIL

Note: Please specify Tender Number in all your correspondence.

SECTION I

Eligibility Criteria for the bidder:

1. The bidder should have a total sum of turnover of Rs. 2 Crore (Minimum) in the last three financial years as on 31.03.2017. The copies of Audited Annual Accounts/Balance Sheet along with Profit & Loss Account and CA Certified Statement for last three financial years shall be attached along with the bid. **(Form no. E-1)**
2. The bidder must have one office in Gujarat. Please upload the copies of any two of the following: Property Tax Bill of last year / Electricity Bills of last one year / Telephone Bills of last one year / VAT Registration / CST Registration / Valid Lease Agreement. **(Form no. E-2). In case, bidder does not have office in Gujarat, bidder should give undertaking to open office in Gujarat within 45 days from the date of purchase order.**
3. The bidder should have experience of supply & installations of minimum 15 Servers with Virtualization Software in India during last three years. Customer references & Purchase orders must be attached along with the bid. **(Form no. E-3)**
4. Bidder/OEM must ensure that the warranty support & service should be available up to delivery locations to provide repairing cum replacement services of faulty equipment within 48 hrs. Bidder is required to provide the name, address & contact details of the OEM authorized service center for providing warranty support & repairing cum replacement service up to delivery locations. **(Form no. E-4)**
5. The bidder should be authorized by its OEM for Server, Firewall & Virtualization Software to quote this bid **(Form no. E-5)**. Please upload the copy of Authorization on OEM letter head and signed by authorized signatory for the item(s) to be offered in this bid.
6. The Manufacturer of the Server, Firewall & Virtualization Software (OEM) should be ISO 9001:2008 Process Certified for manufacturing. ISO certificates are required as per **Form No. E-6**.
7. OEM of the Proposed Server & Virtualization Software should be in the Leadership quadrant in the latest available Gartner Magic Quadrant. Documentary proof to be submitted for latest available Gartner Magic Quadrant for Server (i.e. Modular Servers) & Virtualization Software (i.e. x86 Server Virtualization Infrastructure).
8. Bidder should not be blacklisted by any Ministry of Government of India or by any State Government of India or any of the Government PSUs at the time of bidding. Self-Declaration / Certificate / affidavit mentioning that the Bidder is not blacklisted as per the clause should be submitted.

Note:

1. All the details and the supportive documents for the above mentioned items should be uploaded in eligibility section in the bid.
2. 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.

SECTION II

Scope of Work

Sardar Sarovar Narmada Nigam Ltd., Gandhinagar has established their Data Center in 2006 at 8th Floor, Block No. 12, New Sachivalaya, Gandhinagar.

Sardar Sarovar Narmada Nigam Ltd. is need of upgradation of their Data Center and require to procure Servers, Firewall & Virtualization Software to host their Department/HoD applications to make the efficient use of IT.

The successful bidder will have to supply, install, configure, operate, maintain and provide warranty & related support services and carry out the integration of the supplied hardware & software as per the technical and functional specification mentioned in the RFP document to successfully run the services envisaged. Successful bidder will also have to integrate the supplied hardware with the existing IT Infrastructure of Data Center. The details of existing IT Infrastructure of SSNNL Data Center is as below:

Item	Make & Model	Parameters
One SAN Storage	HP MSA 2040	SAS HDD 14 x 900 GB, 6 x 3 TB with RAID6
Two SAN Switch	HP SN3000B	Fiber 24 port
1 Firewall with Analyzer	FortiGate 300D	Throughput - 8 Gbps, Concurrent Session - 6M, Concurrent SSL VPN Users – 500
One KVM Switch	ATEN CS1308	4 port
Two 24 Port L2 Switch	HP 5120	24 port throughput 41M PPS, 1 GB latency time <4.1 µsecond

The Operating System Windows Server 2016 Standard Edition will be separately procured by the Department. Bidder has to install the same in procured server & provide necessary support for 5 years. Necessary configuration for the virtualization i.e. Virtualization Software configuration to be carried out by successful bidder in co-ordination with SSNNL.

The successful bidder will also have to provide the necessary handholding support to application developers of SSNNL for installation of software application of SSNNL.

Bidder should have a back-end support agreement/arrangement for services including supply of spare parts, expertise requirements etc. with the Original Equipment Manufacturers (OEM) of Servers & Firewall which includes the post-sales support activities for the entire project period. The OEM undertaking letter should be submitted along with the bid.

Costs must include cost of delivery at designated locations for primary site, transit handling and insurance etc. as may be applicable. Taxes shall be shown separately as in financial bid and should include all applicable taxes as on date of bidding and shall be paid as per actual. Taxes not quoted shall not be paid to the bidder. Variations in rates and structure, introduction of new levies shall be payable separately.

Provide On-site warranty support for five years from date of installation & commissioning for all the supplied items.

The first level support must be provided directly by OEM or through their authorized partner/reseller/system integrator.

Bidder has to submit the detailed BOM (Bill of Material) along with the internal part nos. for all quoted products inclusive of all licenses.

Bidder shall obtain the 5-year product warranty and 5 year onsite free service warranty from OEM on all hardware & licensed software for providing warranty support.

Bidder has to submit the OEM compliance letter showing line by line compliance with tender specification.

Bidder has to submit the full compliance of the tender terms & condition and scope of work.

Currently SSNNL is using One Firewall (FortiGate 300D) at SSNNL Data Center. The warranty of said firewall is valid up to September 2020.

During the upgradation of the Data Center, it is proposed for replication/cluster of firewall i.e. it desires to install the firewall in High Availability (HA) mode, so in future it will reduce the downtime and manage the connectivity without interrupted. Considering the same, bidder may quote same brand identical firewall considering that it will be configured with existing firewall in HA. In this case, bidder will also have to provide the support / AMC of the existing SSNNL firewall till the project period i.e. post September 2020 to the contract period under this bid. Bidder will have to quote the prices considering the same.

Bidders are also allowed to quote other model / other brand firewall other than the existing SSNNL Firewall (FortiGate 300D). In this case, bidder will have to quote for two numbers of identical firewall (as per bid specifications) which will be installed and configured in HA mode by replacing the existing one firewall of SSNNL. Bidder will have to take back the existing firewall (FortiGate 300D) and offer the buyback value. So bidder will have to quote the cost of two firewall considering the buyback of existing firewall, if they choose this option.

During the warranty period, vendor will have to provide the following services but shall not be limited to the following activities;

- Carry out the installation and virtualization considering IT best practices
- Configuration of Firewall in HA
- Creation and configuration of VMs in Servers as per SSNNL requirements
- Provide technical support for Virtualization Software as per requirement of department
- Provide handholding support and training services.

Virtualization Software: Bidder has to supply the Virtualization Software for the Servers to be quoted as per the specifications defined in the bid document. The following points to be considered for the Virtualization Software:

- Kindly note that mentioned software licenses and support/subscription has to be independent of any hardware OEM and support access shall be provided from the original software OEM irrespective of the severity of the problem.
- The bidder shall propose Support & Subscription services from the Original Software OEM with unlimited number of support requests, remote support, access to product updates/upgrades and 24x7 support for Severity 1 issues.
- Support portal credentials to be given from Original Software OEM to client for raising tickets.
- Provide OEM training/Certification to engineers of SSNNL for respective products.

Bidders may visit the SSNNL Data Center with prior appointment and may undertake the survey before quoting for the bid.

SECTION III

General Terms & Conditions:

1. The last date of submission of bid on the website <https://gil.nprocure.com> is **03.05.2018 up to 1500 Hrs.** 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 quote only one option (i.e. only one product can be quoted) against each item.** Bidders are required to mention make & model of the product. (Do not write “OEM” against items as bidders are expected to give make & model of the product).
4. The successful bidder will have to supply & install and provide operational training for supplied hardware, software and peripherals and carry out necessary integration SSNNL Data Center, 8th Floor, Block No. 12, New Sachivalaya, Gandhinagar.
5. If in any case the quoted Item is not available in the market, the bidder will have to supply Higher Version/replacement of that Item in the quoted cost in the same time duration with prior approval of GIL/Purchaser. No “End of Life / End of Support” product should be quoted to minimize such instances. (Make & Model quoted by the bidder should be available till the bid validity, duly supported for spares/OEM support for warranty period).
6. The Bidder shall bear all the costs associated with the preparation and submission of its bid, and GIL in no case will be responsible or liable for these costs, regardless of conduct or outcome of bidding process.
7. Technical specifications indicated are minimum specification. Bidder may quote for better solution. The bidder should provide following with the technical bid:
 - Make & Model Number
 - Name of Manufacturer
 - Technical Literature
 - Manufacturer’s Data Sheet.
 - Compliance statement from the OEM of the product
8. 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.
9. 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.
10. Amendment of Bidding Documents (Corrigendum)
 - 10.1. 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.
 - 10.2. The corrigendum will be published on website <https://gil.nprocure.com> & www.gil.gujarat.gov.in.
 - 10.3. 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.
11. Bid Currency - Prices shall be quoted in Indian Rupees only. Payment for the supply of equipments as specified in the agreement shall be made in Indian Rupees only.
12. The bidder will have to submit **Bid Processing Fees (Nonrefundable) of Rs. 5,900/- & Earnest Money Deposit (E.M.D.) of Rs. 1,60,000/- (Rupees One Lac Sixty Thousand Only) (Refundable)** on or before date & hours of submission of bid in a sealed cover at GIL office with the heading **“Bid processing Fees & EMD for E-tender no HWT100418490 for Supply, Installation, Commissioning & Maintenance of Servers, Firewall & Virtualization Software on behalf of Sardar Sarovar Narmada Nigam Ltd., 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.
- EMD as mentioned above, shall be submitted in the form of Demand Draft **OR** in the form of an unconditional Bank Guarantee (which should be valid for 6 months from the last date of bid submission) of any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural 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 Annexure A) and must be submitted along with the covering letter.

Please affix the stamp of your company on the overleaf of demand draft.

Note: Failing to submit physical covers of EMD and bid processing fees at GIL on or before **03.05.2018 up to 1500 Hrs.** may lead to the rejection of the bid.

13. In case of non-receipt of Bid processing fees & EMD as mentioned above in your bid will be rejected by GIL as non-responsive.
14. Unsuccessful bidder's E.M.D. will be returned as promptly as possible after the expiration of the period of bid validity OR upon the successful Bidder signing the Contract, and furnishing the Performance Bank Guarantee as prescribed by GIL, whichever is earlier.
15. 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. Bidder may refuse the request without forfeiting its E.M.D. A Bidder granting the request will not be permitted to modify its bid.
16. 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 warranty period + extra 3 months**) from any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural 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).
17. Successful Bidder will have to sign the contract upon receiving the confirmed purchase order with the purchaser(s) within 15 working days from the date of confirmed purchase order. (The draft is attached herewith).
18. The successful Bidder's E.M.D. will be returned upon the Bidder signing the Contract, and furnishing the Performance Bank Guarantee @ 10 % of the total order value and offer of inspection of the ordered material.
19. The E.M.D. may be forfeited at the discretion of GoG / GIL, on account of one or more of the following reasons:
 - (a) If a Bidder withdraws its bid during the period of bid validity.
 - (b) If Bidder does not respond to requests for clarification of their Bid
 - (c) If Bidder fails to co-operate in the Bid evaluation process, and
 - (d) 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.
20. Termination for Default:
 - 20.1. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder. Bidder will be given notice/cure period of 30 days, after that purchaser will terminate the Contract in whole or part after:

- a) If the bidder fails to deliver any or all of the Goods as per the delivery schedule mentioned in the bid, or within any extension thereof granted by the Purchaser or
- b) If the Bidder fails to perform any other 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 anything 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;”

- 20.2. 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.
- 21. 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.**
22. Price shall be inclusive of all freight, forwarding, transit insurance, installation, warranty and maintenance charges.
23. Prices shall be in Indian Rupees. The prices shall strictly be submitted in the given format. Quoted prices shall be inclusive of all taxes except GST. The tax components like GST as applicable shall be mentioned separately in the respective columns.
24. Late Bids: The bidder will not be able to submit the bid after final submission date and time.
25. Modification and Withdrawal of Bids
 - 25.1. The Bidder may modify or withdraw its bid before the due date of bid submission.
 - 25.2. No bid will be allowed to be modified subsequent to the final submission of bids.
 - 25.3. No bid will be 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.
26. Bids will be opened with the buyer’s private digital key 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 bid process. In the absence of the bidder(s), the Tender Committee may choose to open the bids as per the prescribed schedule.
27. 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.
28. **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. GIL will seek clarifications if required on eligibility & technical section and evaluate further. The financial bid of the technically qualified bidders will be opened and financially L1 bidder will be decided from the sum total of prices for all line items without tax with warranty and then called for further negotiations if required.
29. As per the provision in Electronics & IT/ITeS Start-up Policy Resolution No. ITS/10/2015/5284/IT dated 6th June, 2016 issued by Department of Science & Technology; in e-Governance project undertaken by Government Departments or its Boards, Corporations or parastatal bodies getting grants from the Government, the chosen solution provider or system integrator will pass on job work or will outsource part

of the work of a value ranging between 5% to 10% of the contract value to the eligible start-ups and to students of shortlisted Technical Colleges in Gujarat. In such arrangements, the responsibility of meeting SLAs (Service Level Agreements) will continue to belong to the solution provider or the system integrator.

30. The bidder will have to offer the inspection in the manner as decided by GIL before delivering to the respective site or at customer sites. The cost of the same has to be borne by the supplier. Any deviation found in the specification of the produced goods from the bid specification will lead to the cancellation of the order, forfeiture of EMD/PBG and prohibition in the participation in the future purchase of Government of Gujarat. GIL/GoG will not be responsible for any time delay which may arise due to any deviation from the bid technical specification found at the time of inspection and the bidder has to deliver and install the ordered goods within prescribed time limit. At the time of inspection, bidder is required to produce OEM's confirmation on OEM's letter head with serial nos. of Equipments supplied for back to back warranty support as per tender terms & conditions.
31. The Indenter's right to inspect, test and, where necessary, reject the Goods after the Goods arrival at Customer Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
32. **Delivery & Installation:** Within **45 working days** from the date of confirmed purchase order.
33. 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 supply / installation or warranty period, the legal action as per rules/laws, shall be initiated against the successful 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.
34. Bid validity will be of **180 days after the date of financial bid opening**. A bid valid for 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.**
35. 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.
36. The successful Bidder will be required to co-ordinate with software vendor and/or do liaisoning with other service provider to achieve the end-to-end connectivity. This also includes OS configuration with respect to LAN/WAN technologies implementation.

37. Warranty

- 37.1. **Warranty:** Comprehensive onsite warranty of 5 Years from the date of installation of procured equipments.
- 37.2. Bidder must ensure that the warranty support & service should be available up to delivery locations to provide repairing cum replacement services of faulty equipments within 48 hrs.
- 37.3. If any equipment becomes faulty for 3 times in one month during the warranty period, the bidder shall replace the same with new equipments of same or higher capability without any additional cost to the purchaser.
- 37.4. If any manufacturing or other technical defects are found within the warranty period, the same will have to be replaced or rectified free of cost by the bidder.
- 37.5. Maintenance service: Free maintenance services shall be provided by the Bidder during the period of warranty.
- 37.6. In case, bidder does not provide satisfactory support & does unwarranted delay in providing warranty support, Government offices reserves right to repair the equipment at risk & cost of the bidder.

38. Penalty Clause

38.1. Penalties for delay in delivery and installation:

- a) If the bidder fails to deliver and install the requisite hardware and software within 45 working days from the issue of the confirmed purchase order, then a sum equivalent to 1 percent (1 %) of the total contract value shall be deducted from the payment and the value shall be deducted from the payment for each calendar week of delay or part thereof.

- b) The amount of penalties for delay in delivery and installation shall be subject to a maximum limit of 10% of the total contract value.
- c) Delay in excess of 10 weeks will be sufficient to cause for termination of the contract. In that case the Performance Bank Guarantee of the bidder will be forfeited.
- d) In case, the selected bidder does not supply the ordered items for any reason, he will be liable to pay the difference amount to the purchaser, over and above the Performance Guarantee, which indenter departments\Boards\Corporations have to pay to the next or other selected bidder for purpose of the said items.

38.2. Operational / Warranty period Penalties:

- a) During warranty period, if the complaint is not resolved within 24 hrs, the penalty of Rs. 1,000 per day will be levied for Server, Firewall & Virtualization Software. However, if the complaints are not resolved within 7 days then from 8th day till 14th day, the penalty would be levied @ 150% and from 15th day onwards the penalty @ 200% of the above rates would be levied. The amount of penalty will be recovered from the Performance bank guarantee during warranty period.
- b) The amount of Operational/Warranty period Penalty shall be subject to a maximum limit of 10% of the total contract value.
- c) Successful bidder should submit the Performance Bank Guarantee @ 10 % of total order value for the duration of warranty period + extra 3 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. For example, "X" amount of penalty will be claimed during the 5th month of contract period, then bidder is required to submit the additional PBG of "X" amount for the period of 34 months i.e. 39 months - 5 months.

39. Payment: Payment for Goods and Services shall be made by purchasing department in Indian Rupees as follows:

- 39.1. No advance payment will be made.
- 39.2. 90 % payment after inspection and successful delivery of ordered goods. The inspection will be done by GIL.
- 39.3. Remaining 10% payment will be made after installation, commissioning & user's functional training of the ordered goods.

40. GIL reserves the right to change any bid condition of any item even after inviting the bids, with/without prior notification.

41. GoG / GIL's Right to accept any Bid and to reject any or all Bids – GoG / GIL reserves 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.

42. The quantity mentioned in the bid are estimated based on the receipt of the requirement from Indenting Department. The quantities may decrease up to 50% of the bid quantity or increase up to 30% of the bid quantity within the period of the bid validity, depending upon the change in the requirements/grants available with the purchaser(s), which shall be binding to the bidder.

43. Limitation of Vendor's Liability: Vendor's cumulative liability for its obligations under the contract shall not exceed the contract value and the vendor shall not be liable for incidental, consequential, or indirect damages including loss of profit or saving.

44. All correction/addition/deletion shall require authorized countersign.

45. Force Majeure Shall mean and be limited to the following:

- a) Fire, explosion, cyclone, earthquake, flood, tempest, lightening or other natural physical disaster;
- b) War / hostilities, revolution, acts of public enemies, blockage or embargo;

- c) Any law, order, Riot or Civil commotion, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrictive trade practices or regulations;
- d) Strikes, shutdowns or labor disputes which are not instigated for the purpose of avoiding obligations herein, or;
- e) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order;
- f) Any other circumstances beyond the control of the party affected;

The BIDDER shall intimate Purchaser 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, Purchaser reserves the right to cancel the order.

Delivery & Installation period may be extended due to circumstances relating to Force Majeure by the Purchaser. Bidder shall not claim any further extension for delivery & installation or completion of work. Purchase / GoG shall not be liable to pay extra costs under any circumstances.

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 deliverables, as stated elsewhere.

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

46. The Clarifications if any should be submitted in writing to GIL at least on or before 1 days of pre-bid meeting date. Thereafter the clarifications received from the bidders will not be entertained

Your bid should be submitted on website <https://gil.nprocure.com> on or before **15:00 Hours, 03.05.2018**.

Proposals after due time period will not be accepted.

The Technical Bids will be opened on **03.05.2018 at 17:00 Hours at GIL, Block No. 1, 8th Floor, Udhog Bhavan**, in the presence of the committee members and representatives of the bidders, who have submitted valid bids. Only one representative from each bidder will be allowed to attend the tender opening. 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.

Please address all queries and correspondence to

Vivek Upadhyay, DGM (Tech.),
Gujarat Informatics Limited,
Block No. 1, 8th Floor, Udyog Bhavan, Gandhinagar - 382010
Phone No. 079-23259239, Fax No. 079-23238925,
E-mail: viveku@gujarat.gov.in, vijayb@gujarat.gov.in

Fax / Email should be followed by post confirmation copy.

SECTION IV

Minimum Technical Specification

Sr. No.	Item Minimum Specifications		Matched/ Not Matched	Deviation/ Remarks (If any)
Item No. 1: Rack base Server				
1	Chassis	2U Rack Mountable		
	CPU	2 * Intel® Xeon® Gold 6130 Processor (16 core, 22 MB Cache, 2.10 GHz) or higher		
	Motherboard	Intel® C620 Series Chipset or better on Intel or equivalent OEM motherboard		
	Graphics	On Board Graphics with 16 MB RAM or higher		
	Slots	Minimum 4 PCI slots offering option of PCI-X / PCI-e combination		
	Memory	128 GB DDR4 Registered (RDIMM) memory upgradeable up to 512 GB or more		
	Bays	8 or more Hot Plug SAS hard disk bays		
	HDD	2 * 300 GB 10K rpm hot plug SAS drives		
	RAID Support	RAID controller for RAID 0, Raid 1, and RAID 5 configurations with 2 GB or higher cache memory		
	Networking Features	4 *1Gbps ports		
	Ports	Minimum 1 Front and 2 Rear USB ports (with Min 1 USB 3.0 port), 2 RJ-45 port		
		1 Remote Management Port (TCP\IP based): it is used for GUI interface to monitor & manage the server performance remotely.		
	Fiber HBA	2 * dual port 8 Gbps FC HBA (PCI - X/PCI – Express based) with necessary FC Cable of Length 5-15 meters depend on the requirement.		
	Management hardware	Integrated System Management Processor or Integrated BMC Controller		
System Management Software	Pre-failure alerts for processor, memory and hard disks, Unattended and selectable remote boot and remote diagnostics, ECC with error reporting (Please Specify name of the System Management Software and upload the supporting document)			
DVD Drive	Slim Line DVD Writer (Internal / External through USB connectivity)			
Rack rails	Rack rails needs to be supply along with server			

Power Supply	Redundant Hot swap power supply		
OS Support	Microsoft Windows Server, Virtualization Software		
Certifications	RoHS, UL, CE/FCC or equivalent third party certification from reputed Agency, Windows Logo Certification		

Note: OEM of the Proposed Server should be in the Leadership quadrant in the latest available Gartner Magic Quadrant.

Sr. No.	Item Minimum Specifications	Matched/ Not Matched	Deviation/ Remarks (If any)
Item No. 2: Firewall			
2	Firewall appliance should have at least 6 x 10/100/1000 GE interfaces along with 4 x GE SFP slots		
	Device should have Minimum throughput of 8 Gbps		
	Should support at least 4 million concurrent sessions		
	Firewall should support at least 1,90,000 new connections per second		
	The Firewall should have integrated SSL VPN solution to cater minimum 500 SSL VPN concurrent users.		
	The proposed system should support IPsec VPN		
	The device should support at least one management interfaces to manage the firewall.		
	Firewall should support IPv4 & IPv6 dual stack functionality		
	Firewall should support user/admin authentication		
	Firewall should support Nat66 (IPv6-to-IPv6) and Nat46 (IPv4-to-IPv6) functionality, NAT66		
	Firewall should support static, dynamic and multicast routing protocol		
	The device should support redundant power supplies		
	Should support stateful failover of sessions in Active/Standby & Active/Active or clustering mode.		
	Firewall should support creating access polices on the basis of IPv4, IPv6 objects, protocols, ports etc.		
	Web Filtering: Keyword, Block Java applets, cookies, ActiveX, Block malware, phishing, pharming URL.		
Intrusion Prevention System (IPS): should be able to mitigate attacks like FTP Attack, HTTP Attack, DNS Attack, ICMP Attack, TCP/IP Attack, DOS and DDOS Attack, TelNet Attack. Signatures, IPS Policies, Automatic real-time updates, Protocol Anomaly Detection			

The device should be manageable using standard protocols like HTTP, SSL, SSH, SNMP etc.		
The device should be able to send the event logs, alarms, etc. to the third-party tool		
The device should be hardware based and should be supplied with Indian Standard power cables.		
Proposed device should also perform activities like Intrusion prevention, IP Reputation, URL filtering, Antivirus from day one with required Licenses and support for 5 years.		

Sr. No.	Item	Matched/ Not Matched	Deviation/ Remarks (If any)
Item No. 3: Virtualization Software			
3	Functional Requirements		
	✓ Bare metal hypervisor		
	✓ High Availability Support without downtime.		
	✓ Centrally Manage Structure.		
	✓ Easy to move any VMs in other LUNS or Group without downtime.		
	✓ Increase / Decrease any hardware or software in Virtual Machin in live support.		
	✓ Physical Cluster Support.		
	General Specifications for Hypervisor		
	✓ Virtualization software shall provide a Virtualization layer that sits directly on the bare metal server hardware with no dependence on a general purpose OS for greater reliability and security.		
	✓ Virtualization software shall allow heterogeneous support for guest Operating systems like Windows client, Windows Server, Linux (Red Hat, SUSE, Ubuntu, CentOS - all of these)		
	✓ Virtualization software should have the ability to live migrate Virtual machines files from one storage array to another without any Virtual Machine downtime. It should support this migration from one storage protocol to another (ex. FC, iSCSI, NFS, DAS)		
✓ Virtualization software shall have High Availability capabilities for the virtual machines in the sense, if in case one server fails all the Virtual machines running on that server shall be automatically restarted to another physical server running same virtualization software. The feature should be independent of Guest Operating System Clustering and withstand multiple host failures with both network and data store heartbeats.			
✓ The solution shall provide centralized disk based data protection (backup/restore) capabilities for the virtual Windows & Linux workloads with file-level restore and built-in de-duplication to reduce backup storage requirements			

✓ Virtualization software should have the provision to provide zero downtime, zero data loss and continuous availability for the applications running in virtual machines in the event of physical host failure, without the cost and complexity of traditional hardware or software clustering solutions.		
✓ The solution should support for increasing capacity by adding CPU, Memory or virtual NIC and storage to virtual machines on an as needed basis without any disruption in working or downtime for the virtual machines		
✓ The solution should provide a content library to provide simple and effective centralized management for VM templates, virtual appliances and ISO images. These should be automatically synchronized between multiple virtualization management components at different sites for ease of management		
✓ The solution should have support for Big Data solutions leveraging Extensions which should support multiple Hadoop distributions and make it seamless for IT to deploy, run and manage Hadoop workloads on one common platform leading to achieve higher utilization, reliability and agility.		
✓ The solution should be able to create a cluster out of multiple storage data stores and automate load balancing by using storage characteristics to determine the best place for a virtual machine's data to reside, both when it is created and when it is used over time.		
✓ The solution should provide a virtual switch which can span across a virtual datacenter and multiple hosts should be able to connect to it. This in turn will simplify and enhance virtual-machine networking in virtualized environments with proving a common management plane for virtual switches.		
✓ Virtualization management software console shall provide capability to monitor and analyze virtual machines, and server utilization and availability with detailed performance graphs.		
✓ Virtualization management software console shall provide Interactive topology maps to visualize the relationships between physical servers, virtual machines, networks and storage.		
✓ Virtualization management software console shall maintain a record of significant configuration changes and the administrator who initiated them.		
Monitoring and Analytical Capabilities		
✓ The solution should provide prebuilt and configurable operations dashboards to provide real-time insight into infrastructure behavior, upcoming problems, and opportunities for efficiency improvements		
✓ The solution should provide capability to automatically analyze monitoring data to be expressed as health, risk and efficiency measures that enable IT to detect potential issues in the environment more easily		
✓ The solution should provide capacity analytics which can identify over-provisioned resources so they can be right-sized for most efficient use of virtualized resources.		
✓ The solution should provide out of the box templates to ensure continuous compliance with security best practices, hardening guidelines and regulatory requirements		

	<p>✓ The solution should be easily integrated to virtual environment as well as cloud environment and should be able to hook into third party monitoring tools to allow IT to leverage existing investments</p>		
	<p>✓ The solution should provide automated rollback and remediation of configuration changes which would enable administrators to enforce IT policies</p>		
	<p>✓ The solution should provide automated correlation of health, performance and change events at the infrastructure and guest OS-level to help pinpoint lingering performance problems</p>		
	<p>✓ The solution should provide advanced capacity analytics to allow administrators to optimize VM density and identify capacity shortfalls before they affect end users</p>		

SECTION V

FINANCIAL BID FORMAT

Sr. No.	ITEM	Qty. (In Nos.)	Unit Price with 5 Year Warranty (In Rs. Without tax)	Total Price with 5 Year Warranty (In Rs. Without tax)	Rate of GST (%)
A	B	C	D	E = C*D	F
1	Rack base Server	4			
2	Firewall	1			
3	Virtualization Software (As per the Scope of Work, Functional and Technical Requirement & Necessary Licenses)	1			
GRAND TOTAL					

Note:

- L1 will be the lowest sum total of rate without tax with 5 Year Warranty.
- The Bidder shall explicitly mention the applicable rate of tax.
- Supply, installation & integration of the above mentioned materials should be carried out by the successful bidder at SSNNL Data Center, 8th Floor, Block No. 12, New Sachivalaya, Gandhinagar.
- The above mentioned quantity of the items are estimated and for evaluation purpose only. However, at the time of issue of order, the actual quantity will be considered based on the requirements.
- The bidder will have to submit the bifurcation for each components of Virtualization Software and upload the file in Financial Stage for the same.
- Bidder has to submit the detailed BOM (Bill of Material) along with the internal part nos. for all quoted products inclusive of all licenses.
- If bidder choose to quote the identical firewall, they will have to configure it with existing firewall in HA. In this case, bidder will also have to provide the support / AMC of the existing SSNNL firewall till the project period i.e. post September 2020 till the contract period under this bid. Bidder will have to quote the prices considering the same.
- If bidder choose to quote other model / other brand firewall other than the existing SSNNL Firewall, bidder will have to quote for two numbers of firewall (as per bid specifications) which will be installed and configured in HA mode by replacing the existing one firewall of SSNNL. Bidder will have to take back the existing firewall and offer the buyback value. So bidder will have to quote the cost of two firewall considering the buyback of existing firewall.

SECTION VI

ANNEXURES

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 uploaded? (Yes/No)
2014-15		
2015-16		
2016-17		
Grand Total		

Note: Please fill this form and upload the Audited Annual Accounts / Balance Sheet along with Profit & Loss Account for the last three financial years.

Form No. E2: Office in GUJARAT

Sr. No.	Address	Contact Person	Contact Nos.	Type of supporting document attached
1				
2				

Note: You may mention more than one office (if applicable) by adding multiple rows which may be added by "NUMBER OF ROWS TO ADD".

Form No. E3: Bidder's Experience Details (Customer References)

Sr. No.	Name of the Organization	Contact Person	Contact telephone no. & Address	Date/Period of implementation	Nos. of Servers	Type of Supporting Document attached
1						
2						
.						

Note: Please fill this form and submit the supporting documents for each customer reference in scanned format. Failing the same may lead to the rejection of the bid. You may add the customer references by adding multiple rows which may be added by "NUMBER OF ROWS TO ADD".

Form No. E4: Warranty Support & Service up to delivery locations

Sr. No.	Address	Contact Person	Contact Nos.	Type of supporting document attached
1				
2				

Note: You may mention more than one office (if applicable) by adding multiple rows which may be added by "NUMBER OF ROWS TO ADD".

Form No. E5: Authorization Letters

Item	Make & Model	Name of OEM	Authorization letter Submitted? (Yes/No)
Rack based Server			
Firewall			
Virtualization Software			

Note: Please fill this form and upload the OEM Authorization Letter in scanned format.

Form No. E6: ISO 9001:2008 Certificate

Item	Make & Model	ISC Certificate valid up to	ISO Certificate Submitted? (Yes/No)
Rack based Server			
Firewall			
Virtualization Software			

Note: Please fill this form and upload the ISO Certificate in scanned format.

SECTION VII

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, Udyog Bhavan,
Gandhinagar

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

Ref: Bid for Supply, Installation, Commissioning & Maintenance of Servers, Firewall & Virtualization Software on behalf of Sardar Sarovar Narmada Nigam Ltd., Gandhinagar (Tender No. HWT100418490).

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.2018**.

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 _____ YYYY

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 - 382010

Gujarat, India

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the Tender no: HWT100418490 for Supply, Installation, Commissioning & Maintenance of Servers, Firewall & Virtualization Software on behalf of Sardar Sarovar Narmada Nigam Ltd., Gandhinagar 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 -----YYYY.

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 up to 6 months from the last date of bid submission. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that 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 _____ YYYY.

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 Commercial Banks or Co-Operative & Rural 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.

SECTION VIII

**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 <<GoG Department>> 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 _____ YYYY.

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 Commercial Banks or Co-Operative & Rural 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 the _____ day of _____, YYYY ____ 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 _____