



**Bid for Purchase of Routers on behalf of
Department of Science & Technology,
Govt. of Gujarat, Gandhinagar**

Tender No: HWT130718501

Issued by:

**Gujarat Informatics Ltd
Block no. 1, 8th floor, Udyog Bhavan, Sector 11,
Gandhinagar 382010, Gujarat
Ph No. 23259237, 23259240 Fax: 23238925
www.gil.gujarat.gov.in**

Pre-Bid Meeting: 24.07.2018 at 1500 hrs at GIL.

**Last Date of Submission of Bid: 03.08.2018 till 1500 hours
Last Date of Submission of Bid Processing Fees & EMD: 03.08.2018 till 1500 hours
Date of Opening of Technical Bid: 03.08.2018 on 1700 hours**

Bid Processing Fee: Rs. 5,900/- (Including G.S.T.)

Gujarat Informatics Limited (herein after referred to as GIL), on behalf of Department of Science & Technology, Gandhinagar (herein after referred to as the purchaser's) for their requirement of Routers intend to invite your bid Purchase of Routers on behalf of Department of Science & Technology, Govt. of Gujarat, Gandhinagar (Tender no. HWT130718501).

Eligibility Criteria:

S/N	Eligibility Criteria	Attachments
1.	Bidder should be an established IT System Integrator and should have been engaged in similar IT projects/solutions business for a period of at least five years as on the bid issuance date. The bidder must have a valid GST Registration in India.	Work Orders / Client Certificates confirming year and area of activity should be enclosed. Proof of a valid GST Registration in India should be enclosed.
2.	The bidder must have Average Annual turnover of at least Rs. 1 Crore for last three financial years as on 31st March, 2018.	Audited and Certified Balance Sheet and Profit/Loss Account of last 3 Financial Years should be enclosed. CA certificate mentioning turnover of the bidder should be enclosed.
3.	The bidder should have demonstrable expertise and experience in executing at least ONE project in Government/PSU/Corporate for LAN/WAN/ Network Integration / Systems Integration in last five years having a minimum value of Rs. 1 crore or TWO projects in Government/ PSU/Corporate for Network Integration / Systems Integration in last five years having a minimum value of Rs. 50 lakh each in India	Details of such projects undertaken along with clients' on-going order copy/letter should be enclosed.
4.	Bidder and OEM should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Gujarat or any of the PSU in the State of Gujarat as on the bid issuance date.	Certificate / affidavit mentioning that the Bidder is not blacklisted by Government of Gujarat or any of the PSUs in the state of Gujarat due to engagement in any corrupt and fraudulent practices. Self-Declaration Form must be submitted
5.	The Bidder should have at least one office in Gujarat If the Bidder is not having any office in Gujarat, then bidder should submit a letter of undertaking to open the office in Gujarat within 45 days from the date of award.	The copy of Property tax bill/Electricity Bill/Telephone Bill/GST should be enclosed. Registration/Lease agreement should be submitted as proof Or Undertaking Letter should be enclosed.

NOTE:

- Bidder shall upload reference documents (contact details, project completion certificate / ongoing certificate, customer satisfaction certificate etc.) of the projects satisfying the eligibility criteria of the bid. All the details should be uploaded in Eligibility Criteria Section of the bid as per given format. If the bidder does not meet the eligibility criteria, his bid will be rejected and no further evaluation will be done.
- 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.

Brief Scope of Work:

1. Bidder is required to deliver the ordered goods at the central location i.e. Gandhinagar, Gujarat.
2. Installation, commissioning and FAT is not in the scope of this Bid. However, 5 Year OEM warranty & support is in the scope of the bidder.
3. If required bidder may be asked to install & configure 4-5 Routers & train the current O&M operator of GSWAN for further installation, commissioning of entire lot.
4. The bidder will have to hand over all the details of software, licenses to GSWAN O&M team.

General Terms and conditions:

- 1) The bid is non-transferable.
- 2) The last date of submission of bid on the website <https://gil.nprocure.com> is 1500 Hrs. **03.08.2018**. 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.
- 3) 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.
- 4) 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.
- 5) 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 the 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.
- 6) 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.
- 7) Amendment of Bidding Documents (Corrigendum)
 - 7.1 At any time prior to the deadline for submission of bids, GIL for any reason, whether at its own initiative or in response to the clarifications requested by prospective bidders may modify the bidding documents by amendment & put on our websites.
 - 7.2 The corrigendum will be published on website <https://gil.nprocure.com> & <https://gil.gujarat.gov.in>
 - 7.3 All prospective bidders are requested to browse our website & any amendments/corrigendum/ modification will be notified on our website and such modification will be binding on them.
 - 7.4 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.
- 8) Bid Currency - Prices shall be quoted in Indian Rupees only.
- 9) The Bidder will have to remit **Bid Processing Fees (Nonrefundable) of Rs. 5,900/- (Including G.S.T.) /- & Earnest Money Deposit (E.M.D.) of Rs. 1,25,000/-** on or before 03.08.2018 up to 1500 Hrs in a sealed cover at GIL office with the heading "Bid Processing fees & EMD for the e-Tender No. HWT130718501 for purchase of Routers on behalf of Department of Science & Technology, 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 9 months from the last date of bid submission) 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 **03.08.2018 up to 1500 Hrs** may lead to the rejection of the bid.

- 10) In case of non-receipt of Bid processing fees & EMD as mentioned above, the bid will be summarily rejected by GIL as non-responsive.
- 11) 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, whichever is earlier.
- 12) In exceptional circumstances, GIL may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security shall also be suitably extended. A Bidder's request to modify the Bid will not be permitted.
- 13) 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 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).
- 14) Successful Bidder will have to sign the contract with the purchaser(s) within 7 days from the date of receiving the confirmed purchase order. (The draft is attached herewith)
- 15) The successful Bidder's E.M.D. will be returned upon the successful Bidder signing the Contract, and furnishing the Performance Bank Guarantee @ 10% of the total order value and offer of inspection of the ordered material.
- 16) 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.
- 17) Termination for Default
 - 17.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder (after providing notice/cure period of 30 days), terminate the Contract in whole or part:
 - a) if the bidder fails to deliver any or all of the Goods within 4 weeks from the date of issuance of the 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.

"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;"
 - 17.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause 17.1 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.

- 18) Price shall be inclusive of all freight, forwarding, transit insurance and installation charges.
- 19) Prices shall be inclusive of Excise Duties. The prices shall strictly be submitted in the given format. Quoted prices shall be without GST. The tax components as applicable shall be mentioned separately in the respective columns.
- 20) **Modification and Withdrawal of Bids**
 - 20.1 No bid will be allowed to be modified subsequent to the final submission of bid.
 - 20.2 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.
- 21) 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 will be 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.
- 22) 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.
- 23) **Evaluation of the Bids:**
 - 23.1 **After the closing time of submission, GIL committee will open the Technical Bids of the bidders and verify the submission of Bid Processing Fees & EMD as per terms and conditions laid down in the bid document.**
 - 23.2 **The Technical Evaluation will be carried out of the responsive bids. If required bidder will have to arrange the demo of the quoted model during the time of technical evaluation. The financial bid of the technically qualified bidders will be opened and financially L1 bidder will be decided from the sum total of prices (without tax) for all line items (with 5 years Warranty & support), GIL may negotiate the prices with L1 Bidder, under each item/head offered by Bidder.**
- 24) Inspection will be done at customer sites or at GIL office as decided by GIL. Any deviation found in the specification of the produced goods (Routers) 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 Sr. nos. of Equipment for back to back warranty support as per tender terms & conditions.
- 25) The Purchaser'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.
- 26) **Inspection and Delivery:**
 - a) 1st Lot of 150nos within 4 weeks from the date of confirmed purchase order.
 - b) 2nd Lot of remaining 150nos within 6 weeks from the date of confirmed purchase order.

Note:

 - 1) Bidder is required to deliver the ordered goods at the central location i.e. Gandhinagar, Gujarat.
 - 2) Installation, commissioning and FAT is not in the scope of this Bid. However, 5 Year OEM warranty & support is in the scope of the bidder.
 - 3) If required bidder may be asked to install & configure 4-5 Routers & train the current O&M operator of GSWAN for further installation, commissioning of entire lot.

- 27) Bid validity will be of **180 days** from the date of the bid submission. A bid valid for shorter period shall be rejected as non-responsive.
- 28) **Penalty Clause:**
- LD/ penalty for delay shall be levied at 0.5% per week or part thereof for the late delivery/undelivered portion of the equipment with a maximum cap of 10% of the late delivery /undelivered portion of the value of work order.
 - Delay beyond 10 weeks may lead to termination of the contract. In such a case the Performance Bank Guarantee of the bidder will be forfeited.
 - In case, the selected bidder does not supply the ordered items for any reason, the selected bidder will be liable to pay the difference of amount at which the purchaser may purchase the said item from other bidder/source to the purchaser. In case, bidder is not providing satisfactory support & doing unwarranted delay in providing warranty support, Government offices reserves right to repair the equipment at risk & cost of the bidder.
- 29) **Operational/Warranty period Penalty:**
- During warranty period, if the complaint is not resolved within 24 hours of the logging of the complaint, the penalty of Rs. 500 per day per faulty Router will be levied. However, if the complaint(s) not resolved within 7 days then from 8th day to 14th day, penalty would be levied @ 150% and from 15th day onwards penalty @ 200% of the above rates would be levied. The amount of penalty will be recovered from the Performance bank guarantee during warranty period.
 - It is expected the average downtime of the item (system) will be less than half the maximum downtime. In case an item is not usable beyond the stipulated maximum downtime the bidder will be required to arrange for an immediate replacement of the same till it is repaired. Failure to arrange for the immediate repair/replacement will be liable for penalty of Rs. 500 per day for Router. The amount of penalty will be recovered from the Performance bank guarantee during warranty period.
 - Successful bidder will have to submit the Performance Bank Guarantee @ 10% of total order value for the duration of (for warranty period + extra 3 months) as per bid requirements. 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 58 months i.e. 63 months - 5 months
- 30) **OEM Warranty: 5 Years from the date of Successful Delivery of the Ordered Goods.**
- 31) **Payment:** Payment for Goods and Services shall be made by GIL in Indian Rupees as per the below conditions:
- 31.1 No advance payment will be made.
- 31.2 100% payment after Inspection & Delivery of the Ordered Goods
- 32) GIL reserves the right to change any bid condition of any item even after inviting the bids, with/without prior notification.
- 33) GIL's Right to accept or reject any or all Bids - 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 Bidder or bidders or any obligation to inform the Bidder or bidders of the grounds for such decision.
- 34) All correction/addition/deletion shall require authorized countersign.
- 35) **Limitation of Vendor's Liability:** Selected agency's cumulative liability for its obligations under the contract shall not exceed the value of the charges payable by the GISL/GIL within the remaining duration of the contract term from the day claim is raised and selected agency shall not be liable for incidental, consequential, or indirect damages including loss of profit or saving.
- 36) Force Majeure Shall mean and be limited to the following:
- a) War / hostilities

- b) Riot or Civil commotion
- c) Earthquake, flood, tempest, lightening or other natural physical disaster.
- d) 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.

Delivery & Installation period may be extended due to circumstances relating to Force Majeure by the GIL. Bidder shall not claim any further extension for delivery & installation. GIL/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 the bid and whether the same have been taken in to consideration or not in their bids. In the event of any Force Majeure cause, the BIDDER shall not be liable for delay in performing their obligations under this bid 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 to take the decision on force majeure conditions and GIL decision will be binding to the bidder.

- 37) The rates quoted by bidder should be valid for 180 days from the date of financial bid opening. Department will place the order of routers as & when required during the validity of bid. If required, bid validity may be extended for further period from the date of expiry of bid validity in consultation with the successful bidder.
- 38) The Clarifications must be submitted in writing at GIL at least 5 days before the submission date. Thereafter the clarifications received from the bidders will not be entertained.
- 39) **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.**
- 40) Your bid should be submitted on website <https://gil.nprocure.com> on or before **1500 Hours, 03.08.2018.**

Proposals after due time period will not be accepted.

The Technical Bids will be opened on **03.08.2018. at 1700 Hours at GIL, Block No. 1, 8th Floor, Udyog 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

Shri Vivek Upadhyay, DGM (Tech.)

Gujarat Informatics Limited

Block-1, 8th Floor, Udyog Bhavan

Gandhinagar-382010

Tel. no. (079) 23259239.

Fax: (079)23238925

Email-viveku@gujarat.gov.in

Fax should be followed by post confirmation copy.

SECTION I**Bid Processing Fees & Earnest Money Deposit Details**

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

ELIGIBILITY CRITERIA**Financial strength of the bidder**

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

Note: Please fill this form and submit the audited Annual Accounts for the last three financial years. Failing the same may lead to the rejection of the bid. In Case of Unaudited Balance sheet for the Financial year 17-18, provisional CA certificate is allowed.

EXPERIENCE DETAILS

S/N	Name of the Customer with Address of the Installation	Project Duration (Starting & Completion Date)	Scope of Work.	Technical Specifications (Equivalent to the specification requested in the RFP)	Value of the project in Rupees
1					
2					
3					

Note: Upload the necessary supporting proof/document.

MAKE & MODEL LIST

Sr. No.	Name of Item	Make	Model	Supporting Documents (uploaded or Not)
1	Router			

Note. You may quote only one option against item.

Form no. T-I: Technical Specifications

S/N	Specification
1.	Router should support capacity of minimum 100 Mbps with at least 1 no of 1G SFP Module and minimum 4 nos. of 10/100/1000 Ethernet ports Single Mode fibre directly Delivered router should be able to terminate fibre directly. Note: Device should allow configuration of atleast one LAN port as a WAN port without modification in the Router Hardware
2.	Router must support TCP/IP, PPP, IPSec and Bridging
3.	Router should support all standard routing protocols like BGP, OSPF, RIP, Static routes, IP-tunneling, NAT, NTP, etc.
4.	Router should have a dedicated Management and Console port, WebUI Access, SNMP (v1, v2, v3), TFTP, etc.
5.	Router should support AAA features using Radius, LDAP, etc.
6.	All necessary SFP's, interfaces, connectors, patch cords (if any) must be delivered along with the router from day one.
7.	The Router should be supplied with Indian Standard power cables.
8.	It should be possible to use router ports as Switch mode.
9.	The Router should be supplied with all applicable Licenses from day one.
10.	Should be capable of taking DHCP requests

Note: Bidder is required to submit MAF and OEM Compliance Statement for the quoted item.

SECTION III: Form no. F1**FINANCIAL BID FORMAT**

S/n	Item	Qty.	Unit Prices with 5 years Warranty (In Rs. Without tax)	Total Price (In Rs. Without tax)	Rate of GST(%)
1	Router (as per the scope of work and technical specification of this Bid along with the warranty for 5years)	300			
Grand Total					

Note:

1. L1 will be the lowest sum total of rates of all line items without tax with 5-year warranty and support.
2. It is recommended that Successful Vendor can supply/provide goods with an Invoice from a place located within State of Gujarat.
3. Above mentioned quantities are indicative in nature and for evaluation purpose only. Further, order quantities may vary based on the actual requirement of the DST/GIL.
4. Quoted price shall be valid for the period of 1Year from the date of award of contract.

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. _____

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 _____ 2018

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: HWT130718501 for Purchase of Routers on behalf of Department of Science & Technology, Gandhinagar KNOW ALL MEN by these presents that WE ----- having our registered office at ----- (hereinafter called "the Bank") are bound unto the _____ (hereinafter called" date of validity of BG"), to 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 -----2018.

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.

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

This guarantee will remain valid up to 9 months from the last date of bid submission. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/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 _____ 2018.

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.

**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 _____ 2018.

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.

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____, 2018 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 _____