

Bid Document



GUJARAT INFORMATICS LIMITED

Block No. 1, 8th Floor, Udyog Bhavan,
Sector-11, Gandhinagar 382 010
Phone No: 079 - 23256022
Fax No: 079 - 23238925

Bid for Selection of Agency for providing Comprehensive Annual Maintenance Contract/ Warranty extension support of IT hardware on behalf of Office of the Chief Electoral Officer (Tender No. HWT310117409)

Last Date of Submission of Bid: 22.02.2017 till 1500 hours

Last Date of Submission of Bid Processing Fees & EMD: 22.02.2017 till 1500 hours

Date of Opening of Bids: 22.02.2017 on 1700 hours

Bid Processing Fee: Rs. 1,500/-

SECTION I

Gujarat Informatics Limited (herein after referred to as GIL), on behalf of Office of the Chief Electoral Officer, Government of Gujarat (herein after referred to as the Purchaser) intend to invite bid, for their requirement of Comprehensive Annual Maintenance Contract / Warranty extension support for IT Hardware. (Tender No. HWT310117409)

Eligibility Criteria for the bidder:

1. The bidder should have a total sum of turnover of Rs. 15 Crore (Minimum) in the last three financial years and the turnover of the last year should be at least Rs. 5 crores. 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.
 - a) The bidder must have one office in Gujarat. Please attach 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 work order.**
 - b) Bidder must ensure that the warranty support & service should be available up to delivery locations to provide repairing cum replacement services of faulty equipments as per the service levels defined in Section-II, 31.2. Bidder is required to provide the name & address & contact details of the firm for providing warranty support & repairing cum replacement service up to delivery locations. **(Form no. E-3)**
3. The bidder must have at least 10 customer reference sites of Servers maintenance in India having at least 5 orders of minimum Rs 25 Lacs each. Customer references & Work orders must be attached along with the bid. **(Form no. E-4)**
4. The bidder should be authorized by its OEM(s) to quote in this bid for providing back to back support or should provide the undertaking to provide back to back support through OEM's care-packs of the respective items. **(Form no. E-5)** Please attach the copy of Authorization on OEM letter head or Bidder's undertaking signed by authorized signatory for the services to be offered in this bid.
5. The bidder should have valid ISO 20000:2011 certified for IT Service Management. **(Form No. E-6)**

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

General Terms & Conditions:

1. The last date of submission of bid on the website <https://gil.nprocure.com> is **22.02.2017 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. **Details of the equipments installed in for which bidder has to quote for Comprehensive Annual Maintenance Contract (CAMC) / Warranty Extension Support are provided in Section III. Bidder shall make provision for all the required spares for providing CAMC / Warranty Extension Support.**
4. **The bidder will have to provide back to back support services from the respective OEM(s) of the equipments. Bidders are required to provide undertaking that back to back Support services and required spares will be provided from respective Server OEM(s).**
5. 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.
6. The bidder has to upload the compliance letter on its letter head duly signed by the authorized signature & other supporting documents as asked for in the bid in scanned format. Failing to submit the same or non-compliance/deviation from any bid terms and conditions, eligibility criteria or technical specifications may result in rejection of the bid.
7. The Bidder has to examine all instructions, forms, terms, conditions and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
8. Amendment of Bidding Documents (Corrigendum)
 - 8.1. At any time prior to the deadline for submission of bids, GIL may, for any reason, whether its own initiative or in response to the clarification request by a prospective bidder, modify the bidding documents.
 - 8.2. The corrigendum will be published on website <https://gil.nprocure.com> & www.gil.gujarat.gov.in.
 - 8.3. In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids GIL, at its discretion, may extend the deadline for the submission of bids.
9. Bid Currency - Prices shall be quoted in Indian Rupees only. Payment for the services as specified in the agreement shall be made in Indian Rupees only.
10. The bidder will have to submit **Non refundable Bid Processing Fees of Rs. 1,500/- & Earnest Money Deposit (E.M.D.) of Rs. 28,000/- (Rupees twenty eight 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 HWT310117409 for Bid for Selection of Agency for providing Comprehensive Annual Maintenance Contract/ Warranty extension support of IT hardware on behalf of Office of the Chief Electoral Officer ."**
 - 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/10/2015/508/DMO dated 27.04.2016 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 **22.02.2017 up to 1500 Hrs** may lead to the rejection of the bid.

- 11.** In case of non-receipt of Bid processing fees & EMD as mentioned above in your bid will be rejected by GIL as non-responsive.
- 12.** 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.
- 13.** In exceptional circumstances, GIL may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its E.M.D. A Bidder granting the request will not be permitted to modify its bid.
- 14.** The Successful bidder has to submit Performance Bank Guarantee @ 10 % of total order value within 15 days from the date of issue of Work order **for the duration of Contract period plus 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/10/2015/508/DMO dated 27.04.2016 issued by Finance Department or further instruction issued by Finance department time to time. (The draft of Performance Bank Guarantee is attached herewith).
- 15.** Successful bidders will have to sign the CAMC / Warranty extension support contract for 1 year upon receiving the confirmed order with department within 15 working days from the dated of work order. (The draft is attached herewith). The CAMC / Warranty extension support may be further renewed further period of 1 Year at the finalized rates. The Office / GOG will have right to terminate the contract if the performance is found not satisfactory.
- 16.** The successful Bidder's E.M.D. will be returned upon the Bidder signing the Contract, and furnishing the Performance Bank Guarantee as mention in this document.
- 17.** 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.
- 18. Termination for Default:**

THE OFFICE / GoG may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the Contract in whole or part:

 - a. If the Bidder, in the judgment of the department 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 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;”
 - b. If the bidder does not start performing the contract within stipulated time period.
 - c. If the bidder stop performing the contract or withdraw the activity to perform the contract

- d. If the bidder breach any terms & conditions of the contract or do not perform the contract in whole or part.
 - e. If the bidder do not follow the written instructions given by the department.
 - f. If the bidder do not perform the contract up to the satisfactory level even after regular feedback from the department.
 - g. In the event that the bidder shall cease conducting business in the normal course, or wind up, make a general assignment or the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under any act or statute of any country or state relating to insolvency or the protection of rights of creditors.
- 19. 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.**
- 20.** Price shall be inclusive of all freight, forwarding, transit insurance, installation and maintenance charges.
- 21.** Prices shall be inclusive of Excise Duties. The prices shall strictly be submitted in the given format. Quoted prices shall be inclusive of all taxes except CST / VAT / Service Tax. The tax components like CST / VAT / Service Tax as applicable shall be mentioned separately in the respective columns.
- 22.** Late Bids: The bidder will not be able to submit the bid after final submission date and time.
- 23. Modification and Withdrawal of Bids**
- 23.1.** The Bidder may modify or withdraw its bid before the due date of bid submission.
 - 23.2.** No bid will be allowed to be modified subsequent to the final submission of bids.
 - 23.3.** 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.
- 24.** 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.
- 25.** The Bidder's names, Bid modifications or withdrawals, discounts and the presence or absence of relevant E.M.D. and such other details as GIL/GOG officer(s) at their discretion, may consider appropriate, will be announced at the opening.
- 26. Evaluation of the Bids:** After the closing time of submission, GIL / GoG committee will verify the submission of Bid Processing Fees & EMD as per bid terms and conditions. The eligibility & technical criteria evaluation will be carried out of the responsive bids. GIL may seek clarifications if required on eligibility & technical section. The financial bid of the bidders who are eligible & technically qualified will be opened and financially L1 bidder will be decided from the sum total of prices for all line items without tax and then called for further negotiations if required.
- 27.** 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.
- 28.** The Contract will be awarded by the department at their own discretion to successful L1 bidder at finalized negotiated rates. The order will be placed by Department of Science & Technology and / or various other Departments at the finalized rates.

29. In case of successful bidder is found in breach of any condition(s) of bid or work order, at any stage during the course of contract 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.
30. Bid validity will be of **90 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.**
31. Bidders are required to quote all items including optional add-ons as well. Incomplete bids will be treated as non-responsive and will be rejected.
- 32. Support Services to be provided by Successful Vendor**
- 32.1. Support Services Terms**
- If the parts required for the problem resolution are not available then bidder has to provide a higher version or equivalent of the same, within committed resolution time, without any additional cost to purchaser.
 - Comprehensive onsite maintenance support would have to be provided on all covered equipment for the defined coverage period.
- 32.2. Hardware Support Services**
- Remote Problem Diagnosis and support through electronic remote support tools to isolate any system problem and facilitate resolution.
 - Onsite Hardware Support for critical issues that cannot be resolved remotely. An engineer would have to be sent to our site to return our covered hardware to operational condition, repairing or replacing components or entire units as necessary. Our coverage includes all required parts and materials.
 - The maximum response time to attend any onsite call should not exceed 4 hours from the our initial call to the Response Center;
 - Successful vendor will deliver 24-hour Repair-Time Commitment, to correcting hardware malfunctions. This will have to be done within 24 hours from our initial call to the Response Center;
 - Support services should be available 24 x 7 x 365, including all holidays.
 - To provide an established Escalation Matrix to end users.
- 32.3.** The bidder shall ensure Spares availability. In case, it is not possible to repair some equipment or not possible to repair at site and has to be taken out for repairs, the bidder shall provide a suitable replacement as Standby arrangement so that the work is not hampered. The packing / unpacking, transportation, loading / unloading, connection / disconnection, configuration / re-configuration and any associated activity with the repair and maintenance shall be the sole responsibility of the bidder. **In case if the bidder is not in the position to repair the original equipment, then the bidder has to provide the functionally equivalent equipment.**
- 32.4.** In case if the bidder is not able to repair the original equipment, the bidder shall supply the new substitute of same specifications or of higher specifications of reputable brand, with prior approval of the purchaser. In case, if the purchaser found the substitute of lower quality or cheaper substitute than the difference between genuine substitute of reputable brand and the one used by the bidder has to be paid by the bidder.
- 32.5.** Successful bidder has to co-ordinate with Composite Team – Gujarat State Data Centre (GSDC) as well as with GSDC O & M agency for providing CAMC / Warranty extension support services.
- 32.6.** Bidder has to ensure back lining / back to back CAMC / warranty extension support services from respective OEMs & the same shall be ensured at the time of making the payment to the successful bidder.
- 32.7.** Failure in adhering to any of the terms and conditions mentioned in the scope of work will attract penalty clause.
- 32.8.** Any worn or defective parts/equipment withdrawn from the equipment and replaced by the bidder shall become the property of the bidder; and the parts/equipment replacing the withdrawn parts/equipment shall become the property of the department.

- 32.9.** The bidder's maintenance personnel shall be given access to the equipment when necessary, for purposes of performing the repair and maintenance services indicated in this Agreement.
- 32.10.** The equipment shall not be shifted to an alternate site and installed there at during the currency of this Agreement without prior written notice. However, if it is desired to shift any equipment to a new site and install it thereat urgently, the bidder shall be informed of the same immediately. The purchaser shall bear the charges for such shifting and reinstallation and the bidder shall provide necessary assistance to the purchaser in doing so. This Agreement, after such shifting and reinstallation, would continue to be binding on the bidder and the purchaser, provided that the two parties may agree to amended charges for the maintenance services after such an event.
- 32.11.** The purchaser shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply, and dust to within the acceptable limits required for equipment similar to that covered by this Agreement.
- 32.12.** No terms or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by the other, whether express or implied, shall not constitute a consent to, or waiver of, or excuse for any other, different or subsequent breach.

33. Comprehensive Annual Maintenance Contract (CAMC) / Warranty

- 33.1.** Comprehensive onsite AMC / warranty shall be provided by the bidder.
- 33.2.** Bidder shall keep adequate provision for spares for providing CAMC / warranty services.
- 33.3.** Maintenance service: Free maintenance services shall be provided by the Bidder during the period of warranty.
- 33.4.** In case, bidder is not providing satisfactory support & doing unwarranted delay in providing warranty extension support, Government offices reserves right to repair the equipment at risk & cost of the bidder.
- 33.5.** The Bidder / System Integrator 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 Server OS configuration with respect to LAN/WAN technologies implementation.

34. Penalty Clause

- 34.1.** If Successful bidder is unable to resolve the hardware break fix problems within committed resolution time, from call logging, then a penalty Rs. 10,000/- per day after 24 hrs lapse from call logging, would be charged, up to a maximum of 10% of total Contract value.
- 34.2.** The penalty, if any, would be deducted from the subsequent payment bills.

35. Payment: Payment for Goods and Services shall be made by Department in Indian Rupees as follows:

- 35.1.** No advance payment will be made
- 35.2.** Payment would be made in after completion of each quarter on bidder Invoice with applicable taxes paid extra at actual.
- 35.3.** Successful bidder should raise payment invoices after the end of each quarter.

36. 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.

37. 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.

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

39. 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 department 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.

Service delivery 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. Purchaser / 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.

- 40.** Bidders can seek written clarifications at least 10 days before the date of submission of Bid to Deputy General Manager (Tech.), Gujarat Informatics Ltd., 8th Floor, Block No. 1, Udhog Bhavan Gandhinagar 382010. GIL will clarify and issue amendments if any. No further clarification what so ever will be entertained

Your bid should be submitted on website <https://gil.nprocure.com> on or before **1500 Hours, 22.02.2017**.

Proposals after due time period will not be accepted.

The Technical Bids will be opened on **22.02.2017 at 17:00 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 No. 1, 8th Floor, Udyog Bhavan, Gandhinagar - 382010
Phone No. 079-23259239, Fax No. 079-23238925,
E-mail: viveku@gujarat.gov.in

Fax / Email should be followed by post confirmation copy.

SECTION III

IT Hardware installed at Gujarat State Data Centre (GSDC), Gandhinagar

Sr. No.	Items	Make and Model	Qty. (In Nos.)	Warranty Support End date
A	B		E	D
1	SAN Storage (12TB Usable -Scalable upto 25TB) The Storage Array shall be offered with 12TB Usable Capacity & scalable to minimum of 90 numbers of drives or greater than 25TB using 300GB SAS/FC drives or with higher capacity.	DELL-EMC CX4-120	1	July 2016
2	SAN Switch Minimum 16 active ports (Each with minimum port speed 4 GB) within same switch upgradeable upto 32 ports with minimum two numbers of additional 10 Gbps FC ports.	EMC Connectrix MDS9134	2	
3	Tape Library 5* LTO5 FC drives scalable upto 8 Fiber Channel Drive."	Dell PowerVault ML6020CM Tape Library	1	
4	Backup Software	Symantec NetBackup™ 7	1	
5	DB Server-2 Rack mount, 2 x Quad Core Intel® Xeon® E5506 2.13 GHz, 16GB PC3-10600R DDR3 Registered (RDIMM) memory, 2*300GB 10k rpm Hot plug SAS drives, Raid Controller supported RAID level 0, Raid 1 and RAID 5, Internal DVD Writer	Dell PowerEdge R910 Server	1	

SECTION IV

FINANCIAL BID FORMAT

Sr. No.	Items	Qty. (In Nos.)	Unit Price CAMC / Warranty extension (In Rs. Without tax)	Total Price CAMC / Warranty extension (In Rs. Without tax)	Rate of VAT / Service Tax (%)
A	B	C	D	E=C*D	F
1	SAN Storage (12TB Usable -Scalable upto 25TB)	1			
2	SAN Switch	2			
3	Tape Library	1			
4	Backup Software	1			
5	DB Server-2	1			
	Grand Total (In Rs.)				

Note:

- L1 will be the lowest sum total of rates of all line items without tax.
- The Bidder shall explicitly mention the applicable rate of tax.
- Successful Vendor will have to supply/provide goods/services with an Invoice from a place located within State of Gujarat.

SECTION V

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)
2013-14		
2014-15		
2015-16		
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: Warranty Support & repairing cum replacement service up to delivery locations

Sr. No.	Address	Contact Person	Contact Nos.	Type of supporting document attached
1				
2				
3				

Note: Please fill this form and upload the supporting documents.

Form No. E4: Experience Details (Customer References)

Sr. No.	Name of the Organization	Contact Person	Contact telephone no. & Address	Date/Period of implementation	No. of LAN sites/No. of Installations	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. E5: OEM Authorization / Bidder Undertaking Letters

Item	OEM Authorization / Bidder Undertaking letter Submitted? (Yes/No)
SAN Storage (12TB Usable -Scalable upto 25TB)	
SAN Switch	
Tape Library	
Backup Software	
DB Server-2	

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

Form no. E6: ISO 20000 certification for IT services management

Sr. No.	Services	Name of Bidder	ISO certification valid up to	ISO certification uploaded? (Yes/No)
1				

Annexure A

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

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

**Reference: Bid for Selection of Agency for providing Comprehensive Annual Maintenance Contract/
Warranty extension support of IT hardware on behalf of Office of the Chief Electoral Officer (Tender no.
HWT310117409).**

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.YYYY**.

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

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. HWT310117409 for Bid for Selection of Agency for providing Comprehensive Annual Maintenance Contract/ Warranty extension support of IT hardware on behalf of Office of the Chief Electoral Officer. 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 work 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: 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/10/2015/508/DMO dated 27.04.2016 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 <<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/10/2014/570/DMO dated 01.04.2015 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 _____