

## **Bid Document**



### **GUJARAT INFORMATICS LIMITED**

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Sector-11, Gandhinagar 382 010  
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**Bid for Supply and Installation of Studio  
Equipments on behalf of Directorate of  
Employment & Training, Gandhinagar  
(Tender No. HWT170317420)**

**Pre-bid Meeting: 30.03.2017 on 1500 hours**

**Last Date of Submission of Bid: 11.04.2017 till 1500 hours**

**Last Date of Submission of Bid Processing Fees & EMD: 11.04.2017 till 1500 hours**

**Date of Opening of Technical Bid: 11.04.2017 on 1700 hours**

**Bid Processing Fee: Rs. 2,500/-**

Gujarat Informatics Limited (herein after referred to as GIL), on behalf of Directorate of Employment & Training, Gandhinagar (herein after referred to as the Purchasers) for the requirements of Video Editing Workstation, Graphic Work Station for Image and 2D/3D Editing, High Resolution HD Camera, Optical Disc Achieve, Optical Drive & Multi Copier DVD Machine for their virtual classroom, intend to invite your bid for Supply and Installation of Studio Equipments on behalf of Directorate of Employment & Training, Gandhinagar (Tender No. HWT170317420).

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 **Non refundable Bid Processing Fees of Rs. 2,500/- & Earnest Money Deposit (E.M.D.)** as mentioned in **Annexure A1 (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 item no. \_\_\_\_\_ in E-tender no HWT170317420 for Supply and Installation of Studio Equipments on behalf of Directorate of Employment & Training, 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 9 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 **11.04.2017 up to 1500 Hrs** 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 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	04
Section - 2	Scope of Work	05
Section - 3	Instructions to Bidders	06
Section - 4	Make & Model List	14
Section - 5	Technical Specifications	15
Section - 6	Financial Bid Format	18
Section - 7	Annexure	19
Section - 8	Performa of Compliance letter / Authenticity of Information Provided	20
Section - 9	Performa of Performance Bank Guarantee & Contract Form	23

**Important Dates & Details:**

1	Bid Reference Number	Tender No. HWT170317420
2	Date of Pre-Bid Meeting	30.03.2017 on 1500 hours
3	Venue of Pre-Bid Meeting	Gujarat Informatics Limited Block No. 1, 8 <sup>th</sup> Floor, Udyog Bhavan, Sector-11, Gandhinagar 382 010
4	Last Date & Time for Submission of Bids	11.04.2017 till 1500 hours
5	Date & Time of Opening of Bids (Un-priced Bids)	11.04.2017 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 <sup>th</sup> Floor, Udyog Bhavan, Sector-11, Gandhinagar 382 010
8	Bid Processing Fees (Non-refundable)	<b>Rs. 2,500/-</b> (Rupees Two Thousand Five Hundred Only)
9	Earnest Money Deposit (E.M.D.)	<b>As per Annexure A1</b>
10	GIL Contact Person	DGM (Tech.), GIL

Note: Please specify Tender Number in all your correspondence.

**Annexure A1**

**Details of Earnest Money Deposit (E.M.D.):**

Sr. No.	Item	Qty.	Warranty Required (in Years)	EMD (In Rs.)
1	Video Editing Workstation	2	3 Years	23,000
2	Graphic Work Station for Image and 2D/3D Editing	1	3 Years	8,000
3	High Resolution HD Camera	1	1 Year	10,000
4	Optical Drive Archive Unit + Optical Drives (For Content Storage)	1	1 Year	16,500
5	Multi Copier DVD Machine	2	1 Year	2,600

## **SECTION I**

### **Eligibility Criteria for the bidder:**

1. The bidder should have a total sum of turnover of Rs. 3 Crore (Minimum) in the last three financial years. 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 should have VAT / CST Registration. They should attach the copy of same. **(Form no. E-2)**
3. The bidder must have experience of supplied studio equipments / broadcast equipments / earth station equipments in any Government or Central Government Organization or any reputed private sector during last three years. Bidder has to submit the supporting documents (like copy of purchase order, completion certificate) for at least one customer references. **(Form no. E-3)**
4. The bidder should be authorized by its OEM or their Authorized Dealer / Distributor, for the item(s) they want to quote in this bid, for which they have to upload the valid Authorization Letter / Certificate issued by OEM or their Authorized Dealer / Distributor to quote in this bid. Without Authorization Letter / Certificate, the bids are liable to rejection. **(Form no. E-4)**
5. **If bidder is Consultants / firm, and any of its affiliates hired to provide consulting services for the preparation or implementation of a project under this tender, then bidder will be disqualified for providing goods or works or services related to the initial assignment for the same project.**

### **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

Bids are hereby invited from the Bidders having capability, and resources in supplying the Equipments for Studio at BISAG on behalf of Directorate of Employment & Training.

The successful bidder is required to Supply and install the Equipments for Virtual Class Room at BISAG, as per the specifications mentioned in the Bid document. The bidder shall be responsible for implementation of the work as defined in the bid document.

Bidders also have to supply, install & provide operation training to purchasing department staff for the equipments to be supply.

**Unit cost is required to be offered for all the items as requested. GIL/GoG does not guarantee any fixed quantity of any item as mentioned in bid, at the time of awarding the order. The quantity of any item may vary depending upon the change in the requirements/grants available with the purchaser(s), which shall be binding to the bidder. The rates should be valid for a period of 180 days from the date of financial bid opening.**

**The Bidder may quote any item or all item in categories mentioned in the bid.**

Bid complete in all respects should be uploaded on or before the Bid due date.

Services offered should be strictly as per requirements mentioned in this Bid document.

Bidder is required to carry out following tasks:

**Supply & Installation of the Equipments:** The Bidder shall supply and implement the required Equipments at BISAG as required by GoG.

**Warranty:** The Bidder shall be responsible for the warranty support for the period of 3 year / 1 year (as mentioned in Annexure A1) for the equipments to be supplied including subscription of the related software components as specified in technical specifications.

All goods or materials shall be supplied strictly in accordance with the specifications, drawings, datasheets, other documents and conditions stated in the Bid / Work order. All materials supplied by the Bidder shall be guaranteed to be of the best quality of their respective kinds and shall be free from faulty design, workmanship and materials.

**Documents:** The Bidder shall provide 1 set of documents and manuals along with related software & their updates for the items they supply at the time of delivery (hard copy, soft copy with each item of the unit supplied).

**Installation & Training:** Successful bidder has to carry out installation of the supplied goods and onsite training is to be given to purchasing department staff on operation and troubleshooting during the time of supply.

## SECTION III

### General Terms & Conditions:

1. The last date of submission of bid on the website <https://gil.nprocure.com> is **11.04.2017 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. **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 and peripherals and carry out necessary integration at Bhaskaracharya Institute for Space Applications and Geo-Informatics (BISAG), 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 by amendment.
  - 10.2. The corrigendum will be published on website <https://gil.nprocure.com> & [www.gil.gujarat.gov.in](http://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. **Language of Bid:** The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and GOG / GIL shall be in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in English. For purposes of interpretation of the bid, the translation shall govern.

13. The bidder will have to submit **Non refundable Bid Processing Fees of Rs. 2,500/- & Earnest Money Deposit (E.M.D.)** as mentioned in **Annexure A1 (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 item no. \_\_\_\_\_ in E-tender no. HWT170317420 for Supply and Installation of Studio Equipments on behalf of Directorate of Employment & Training, 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/10/2015/508/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 **11.04.2017 up to 1500 Hrs** may lead to the rejection of the bid.

14. In case of non-receipt of Bid processing fees & EMD as mentioned above in your bid will be rejected by GIL as non-responsive.
15. 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.
16. 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.
17. The Successful bidder has to submit Performance Bank Guarantee @ 5% 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/10/2015/508/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).
18. 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).
19. The successful Bidder's E.M.D. will be returned upon the Bidder signing the Contract, and furnishing the Performance Bank Guarantee as per bid terms.
20. 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.

21. Termination for Default:

- 21.1. 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:
- 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
  - If the Bidder fails to perform any other obligation(s) under the Contract/Purchase order.
  - 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;”

- 21.2. In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause 21.1 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.

**22. 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.**

23. Price shall be inclusive of all freight, forwarding, transit insurance, installation, warranty and maintenance charges.

24. The prices shall strictly be submitted in the given format. Offered price should be inclusive of all applicable taxes and levies applicable such as Excise, Packing / Forwarding, Insurance etc for destination (anywhere in the Gujarat State). Discount if offered, should not be mentioned separately & it should be included in offered price. 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.

25. Any effort by a bidder or bidder’s agent\consultant or representative howsoever described to influence the GIL\GoG in any way concerning scrutiny\consideration\evaluation\comparison of the bid or decision concerning award of contract shall entail rejection of the bid.

26. Late Bids: The bidder will not be able to submit the bid after final submission date and time.

27. Modification and Withdrawal of Bids

- The Bidder may modify or withdraw its bid before the due date of bid submission.
- No bid will be allowed to be modified subsequent to the final submission of bids.
- 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.

28. 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.



29. 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.
30. **Evaluation of the Bids:**
- 30.1. 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.
- 30.2. GIL may seek clarifications if required on eligibility & technical section or may ask Bidder(s) for additional information, demonstration of the equipments, field testing of the equipments offered to check compatibility with the existing infrastructure, visit to Bidders site and/or arrange discussions with their professional, technical faculties or Users, to verify claims made in Un-priced Bid documentation.
- 30.3. **The financial bid of the technically qualified bidders will be opened and financially item wise L1 bidder(s) will be decided from the unit prices without tax for individual items and then called for further negotiations if required.**
31. 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.
32. **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 for back to back warranty support as per tender terms & conditions.**
33. 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.
34. **Delivery & installation:** Within **60 days** from the date of confirmed purchase order.
35. 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.
36. 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.**
37. **Warranty**
- 37.1. **Warranty:** Comprehensive warranty for 3 Years / 1 Year (as mentioned in Annexure A1) from the date of installation of procured equipments.
- 37.2. In the event that the materials supplied do not meet the specifications and/or are not in accordance with the drawings data in terms of this order, and rectification is required at site, GOG shall notify the Vendor giving full details of difference. The Vendor shall attend the site within seven (7) days of receipt of such notice to meet and agree with representatives of GOG, the action required to correct the deficiency. If the Vendor fail the attend meeting at site within the time specified above, GOG shall

be at liberty to rectify the work/materials and Vendor shall reimburse GOG all costs and expenses incurred in connection with such trouble or defect.

37.3. 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.

37.4. Maintenance service: Free maintenance services shall be provided by the Bidder during the period of warranty.

### **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 60 days of the issue of the confirmed purchase order, then a sum equivalent to 0.5% of the total contract 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 15 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 the warranty period, supplier should attend the complaint within 48 hours from logging of complaint. Supplier has to resolve the problem as soon as possible, maximum up to 30 days from the complaint. Beyond 30 days if the complaint is not resolved, the bidder will be required to arrange for an immediate replacement of equivalent or higher equipment within one week till the complaint is not resolved. Failure to arrange for the immediate repair/replacement within one week will be liable for the penalty of 0.5% per week of the original purchase value for that equipment will be levied. The amount of penalty will be recovered from the Performance bank guarantee during warranty period.

b) The Bidder/System Integrator will be required to co-ordinate with BISAG and/or do liaisoning with other service provider to achieve the end-to-end connectivity.

c) Successful bidder should submit the Performance Bank Guarantee @ 5% of total order value for the duration of 63 months as per bid requirements. In any case, bidder is required to maintain 5% 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 5<sup>th</sup> 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.

d) In case of 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 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.

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. 100 % payment after delivery, installation & training (if required) and Completion of Acceptance Test.

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 bid quantities are estimated based on the receipt of the requirement from Indenting Department. The quantities may decrease or increase at the time of finalization, depending upon the change in the requirements/grants available with the purchaser(s), which shall be binding to the bidder.
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. Use of Agreement Document & Information:**

- 46.1. The Vendor shall not without prior written consent from GoG disclose the Agreement or any provision thereof or any specification, plans, drawings, pattern, samples or information furnished by or on behalf of GoG in connection therewith to any person other than the person employed by the Vendor in the performance of the Agreement. Disclosure to any such employee shall be made in confidence and shall extend only as far as may be necessary for such performance.
- 46.2. The Vendor shall not without prior written consent of GoG make use of any document or information made available for the project except for purposes of performing the Agreement.
- 46.3. All project related documents issued by GoG other than the Agreement itself shall remain the property of GoG and Originals and all copies shall be returned to GoG on completion of the Vendor's performance under the Agreement, if so required by the GoG.

**47. Assignment & Sub-Contraction:**

- 47.1. **Assignment by Vendor:** The Vendor shall not assign, in whole or in part, its rights and obligations to perform under the Agreement to a third party, except with the prior written consent from GoG.
- 47.2. **Sub contracts:** The Vendor shall notify the GoG in writing of all subcontracts awarded under the Contract Agreement. Such notification shall not relieve the Vendor from any liability or obligation under the Agreement. The Vendor shall fully indemnify GoG for any claims/damages whatsoever arising out of the Sub contracts.

**48. Resolution of Disputes:**

- 48.1. If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Agreement or regarding a question, including the questions as to whether the termination of the Contract Agreement by one Party hereto has been legitimate, both Parties hereto shall endeavor to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days], give 15 days notice thereof to the other Party in writing.
- 48.2. In the case of such failure the dispute shall be referred to a sole arbitrator or in case of disagreement as to the appointment of the sole arbitrator to three arbitrators, two of whom will be appointed by each Party and the third appointed by the two arbitrators.
- 48.3. The place of the arbitration shall be Gandhinagar, Gujarat.
- 48.4. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended.
- 48.5. The proceedings of arbitration shall be in English language.
- 48.6. The arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration procedure.
- 48.7. The Parties hereto shall submit to the arbitrator's award and the award shall be enforceable in any competent court of law.

**49. Project Implementation:**

- 49.1. Directorate of Employment & Training will be Engineer-In-Charge of the Project and all supply of items will be undertaken by him. All Invoices, Vouchers, Bills for supplied goods and services by the Supplier under the scope of the work will be verified measured and accepted by the Engineer-In-Charge.
- 49.2. The Vendor shall provide training to Directorate of Employment & Training Personnel at no cost. The training schedule, content and modalities will be defined jointly by both the parties.
- 49.3. Any damage caused to the property of DTE / BISAG while executing the job shall be solely Vendor's responsibility. In case any damage to the property is caused, the same will be recovered from the Vendors. No any extra cost shall be paid to the Vendor for such reasons.
- 49.4. In the event of the delay in delivery of contracted services or services is not satisfactory the GoG may procure goods from else ware as prescribed in bid and Vendor shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the contract for the goods involved i.e. at the risk and cost of the Vendor.
- 49.5. The Supplier shall be responsible and take required insurance for all of their representations working on the site at their own cost. DTE / BISAG will not be responsible for any loss or damage to any of the representatives of the Supplier during the said contract.
- 49.6. All work shall be performed and executed by the Supplier in strict conformity with the engineer-in-charge / representative from DTE and any relative instruction issued to the Supplier by the Engineer-in-charge time to time.
50. The Clarifications if any should be submitted in writing to GIL at least 5 days before pre-bid meeting date & time. Thereafter the clarifications received from the vendors will not be entertained.

Your bid should be submitted on website <https://gil.nprocure.com> on or before **15:00 Hours, 11.04.2017.**

Proposals after due time period will not be accepted.

The Technical Bids will be opened on **11.04.2017 at 17:00 Hours at GIL, Block No. 1, 8<sup>th</sup> 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, 8<sup>th</sup> Floor, Udyog Bhavan, Gandhinagar - 382010

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

E-mail: [viveku@gujarat.gov.in](mailto:viveku@gujarat.gov.in)

[vijayb@gujarat.gov.in](mailto:vijayb@gujarat.gov.in)

Fax / Email should be followed by post confirmation copy.

## **SECTION IV**

### **Make & Model List**

<b>Sr. No.</b>	<b>Item</b>	<b>QTY.</b>	<b>Make &amp; Model</b>	<b>Supporting Document uploaded? (Yes/No)</b>
1	Video Editing Workstation	2		
2	Graphic Work Station for Image and 2D/3D Editing	1		
3	High Resolution HD Camera	1		
4	Optical Drive Archive Unit + Optical Drives (For Content Storage)	1		
5	Multi Copier DVD Machine	2		

## SECTION V

### Minimum Technical Specification

Sr. No.	Item Description	Matched / Not Matched	Deviation / Remarks (If any)
<b>Item No. 1: Video Editing Workstation</b>			
1	<b>Specification of Editing Software Suite</b>		
	Adobe Creative Clouds for Teams (3 Years Subscription) (includes After Effects CC, Photoshop CC, Premiere Pro CC, Animate, Media Encoder, Audition, Bridge etc.)		
	<b>Specification of workstation</b>		
	Intel® Xeon® E5-1650 v4 (3.6 GHz, 15 MB cache, 6 cores) or higher		
	Workstation class branded Motherboard compatible to Adobe Software suit		
	Dual integrated Gigabit Ethernet ports		
	Minimum 4 memory Slots with 2 slots populated (2x16GB 2133 Mhz) or higher		
	Motherboard to have minimum Two PCIe Gen 3 x16, One PCIe x8 ,Two PCIe x1, expansion slots)		
	Integrated Audio, IEEE 1394 and at least 6 USB ports.		
	Nvidia Quadro M2000 Professional Display card or higher		
	3 x 2 TB Enterprise Class SATA Hard Disk drives		
	480 GB High Speed SSD for OS Drive		
	Windows 10 Professional 64 bit or higher		
	22" or higher (1920*1080) LCD/LED Display Monitor		
	22x DVD writer		
	Multimedia Keyboard and Mouse		
	Tower Workstation cabinet with Minimum 900 W with 80% efficiency		
	Professional Quality Head Phones.		
	Professional 2.1 Channel Multimedia Speaker Pair		
Workstation should be branded			
Workstation with 3 year onsite warranty			

Sr. No.	Item Description	Matched / Not Matched	Deviation / Remarks (If any)
<b>Item No. 2: Graphic Work Station for Image and 2D/3D Editing</b>			
2	<b>Specification of Editing Software Suite</b>		
	Software: Autodesk 3DS MAX (with 3 years subscription) Latest Version of 64 Bit Windows compatible to Autodesk 3DS MAX.		
	<b>Specification of workstation</b>		
	CPU: Intel Core i7 6700K or latest higher speed (Four Core CPU, 4.0 GHz, 8 MB Cache )		
	RAM: 32 GB DDR4-1600 RAM		
Hard Disk: 2 TB 7200 RPM SATA Enterprise class SATA/SAS			

Motherboard: Workstation class motherboard with Z170 or better chipset		
Integrated Audio, Gigabit Ethernet and minimum Six USB 3.0 ports		
Minimum Five PCI Express slots (One PCIe x16 )		
Graphics Card: Nvidia Quadro M2000 or equivalent Graphics card or higher		
Workstation class cabinet with 800W SMPS (80+ certified )		
Windows 10 Professional 64 bit or higher		
Monitor: 27" LED monitor with HDMI/DVI input		
22x DVD writer		
Multimedia Keyboard and Mouse		
Professional Quality Head Phones.		
Workstation should be branded		
Workstation with 3 year onsite warranty		

Sr. No.	Item Description	Matched / Not Matched	Deviation / Remarks (If any)
<b>Item No. 3: High Resolution HD Camera</b>			
3	Lens mount	Fix	
	Zoom Ratio	17x (optical)	
	Image Stabilizer	On/Off selectable	
	Imaging Device (Type)	3-chip 1/2-inch type Full HD CMOS	
	Resolution	1920 (H) x 1080 (V) or higher	
	White Balance	Preset	
	Audio Input	XLR-type	
	HDMI Output	Yes	
	SDI Out	Yes	
	View Finder	0.45-inch type color	
	LCD	3.5 inch type color	
	Microphone	built-in Microphone	
	Recording format	MPEG HD422	
	Power requirement	12 V DC	
	Necessary Accessories	Suitable Tripod, Two 32 GB compatible cards, Two Battery (Total), Battery Charger, Carry Case,	
High Resolution HD Camera with 1 year warranty			

Sr. No.	Item Description	Matched / Not Matched	Deviation / Remarks (If any)
<b>Item No. 4: Optical Drive Archive Unit + Optical Drives (for Content storage)</b>			
4	<b>Optical Drive Archive Unit</b>		
	Stand-alone Optical Disc Archive Drive Unit		
	50 year rated media - write-once (WORM) and rewritable support		



Supplied with "Content Manager" license software			
Read Speed/ 1.1 Gbps			
Write Speed/ 730 Mbps (for write once disc), 300 Mbps (for Re-writable disc)			
Power Requirement	12 V DC (AC Adaptor should be Supplied)		
Power Consumption	20 W (Average)		
Input/ Output	Super USB (USB 3.0)		
Accessories	AC Adaptor, USB Cable		
<b>Optical Drives (Qty: 10 numbers)</b>			
Media Type	Rewritable		
Capacity	1.2 TB		
Recording time	38 Hours		
Rewritable Cycles	more than 1000 times		
Estimated archival life	50 years		
Optical Drive Archive Unit with 1 year warranty			

Sr. No.	Item Description	Matched / Not Matched	Deviation/ Remarks (If any)
<b>Multi Copier DVD Machine / DVD Duplicator</b>			
<b>5</b>	DVD/CD Duplicator must be a standalone unit (Should work without computer).		
	Duplicator should have Ten DVD/CD writer so that it can duplicate 10 DVDs/CDs simultaneously.		
	All writers should have minimum 16x writing speed for DVD-R/DVD+R media and minimum 48x writing speed for CD-R media.		
	It should have internal Hard Disk to store multiple DVD/CD images. Supply minimum 500 GB Hard Disk drive.		
	It should have front panel Display and buttons for easy command selection and execution. Should have commands like Copy, Load, test, Erase, Verify, Copy & compare.		
	Duplicator controller firmware should be upgradable through writer.		
	Duplicator should support following formats: DVD-R DL, DVD-R, DVD+R, DVD+RW, DVD-RW		
	Duplicator Cabinet with Good quality SMPS.		
	Onsite training and support.		
	Multi Copier DVD Machine / DVD Duplicator with 1 year warranty		

## SECTION VI

### FINANCIAL BID FORMAT

Sr. No.	Item	Qty.	Unit Rate (In Rs. Without Tax)	Total Rate (In Rs. Without Tax)	Please state billing would be from Gujarat or other State/U.T	Rate of C.S.T. in case of Billing from other State/U.T (%)	Rate of VAT in case of billing from Gujarat (%)
1	Video Editing Workstation (with 3 years Warranty)	2					
2	Graphic Work Station for Image and 2D/3D Editing (with 3 years Warranty)	1					
3	High Resolution HD Camera (with 1 year Warranty)	1					
4	Optical Drive Archive Unit + 10 numbers of Optical Drives (For Content Storage) (with 1 year Warranty)	1					
5	Multi Copier DVD Machine (with 1 year Warranty)	2					

**Note:**

- The Bidder may quote any or all item(s) mentioned in the price bid.
- Financially L1 bidder(s) will be decided from the unit prices (with applicable warranty) without tax for individual items.
- The Bidder shall explicitly mention the applicable rate of tax.
- Rate to be filled should be inclusive of Excise, Packing/ Forwarding, Insurance, FOR destination and with applicable warranty.
- Supply & installation of the above mentioned materials should be carried out by the successful bidder at BISAG, Gandhinagar.

## SECTION VII

### Annexure

#### **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: VAT / CST Registration**

Sr. No.	Name of Bidder	VAT / CST Registration	Copy of VAT / CST Registration Submitted
1			

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

#### **Form No. E3: Experience in Supply of Equipments**

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

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

#### **Form No. E4: Authorization Letter/Certificate issued by OEM or their Authorized Dealer / Distributor**

Item	Make & Model	Name of OEM	Authorization letter Submitted? (Yes/No)
Video Editing Workstation			
Graphic Work Station for Image and 2D/3D Editing			
High Resolution HD Camera			
Optical Drive Archive Unit + Optical Drive (For Content Storage)			
Multi Copier DVD Machine			

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

## **SECTION VIII**

### **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, 8<sup>th</sup> Floor, Udyog Bhavan,  
Gandhinagar

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

**Ref: Bid for Supply and Installation of Studio Equipments on behalf of Directorate of Employment & Training, Gandhinagar (Tender No. HWT170317420).**

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: HWT170317420 for Supply and Installation of Studio Equipments on behalf of Directorate of Employment & Training, 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 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 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/10/2015/508/DMO dated 27.04.2016 issued by Finance Department or further instruction issued by Finance department time to time.**

## **SECTION IX**

### **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/10/2015/508/DMO dated 27.04.2016 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 \_\_\_\_\_