



GUJARAT INFORMATICS LIMITED
BLOCK NO.-1, 8TH FLOOR, UDYOG BHAVAN, SECTOR-11, GANDHINAGAR



GUJARAT INFORMATICS LIMITED

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

**Tender for Supply, Installation,
Commissioning and Warranty Support of
VRLA, SMF based UPS Batteries (on buyback
basis) on behalf of Gujarat Informatics
Limited, Gandhinagar.
(Tender No: HWT190717448)**

Last Date of Receipt of Bid: 04.08.2017 till 1500 hours

Last Date of Submission of Bid Processing Fees & EMD: 04.08.2017 till 1500 hours

Date of Opening of Bid: 04.08.2017 at 1700 hours

Bid Processing Fee: Rs. 1,000/-



GUJARAT INFORMATICS LIMITED
BLOCK NO.-1, 8TH FLOOR, UDYOG BHAVAN, SECTOR-11, GANDHINAGAR

Gujarat Informatics Limited (hereinafter referred to as “GIL”), intend to invites physical sealed bids for Supply, Installation, Commissioning and Warranty Support of VRLA, SMF based UPS Batteries (on buyback basis) on behalf of Gujarat Informatics Limited, Gandhinagar.

Details of Existing UPS and Batteries:

Sr. No.	Existing UPS	Existing UPS Make	UPS Quantity	Location	Current Battery Details	Battery Qty
1	10 KVA Online UPS	Eaton	1	Gujarat Informatics Limited, Block No.: 1, 8th Floor, Udyog Bhavan, Sector 11, Gandhinagar - 382 010	Make : Exide Ratings: 12 V 42 AH	40

Your bid should reach at our office on or before **1500 Hours, 04.08.2017** in sealed envelope with the heading **“Tender for Supply, Installation, Commissioning and Warranty Support of VRLA, SMF based UPS Batteries (on buyback basis) on behalf of Gujarat Informatics Limited, Gandhinagar. (Tender No: HWT190717448)”**. Technical Bid will be opened on **17:00 Hours, 04.08.2017** at GIL office.

The terms and conditions are as follows:

- 1 The Bidder should be original manufacture of batteries or authorized distributor or manufacture of UPS to quote this bid. **(Form E1)**
- 2 The bid is non-transferable.
- 3 **Bid Currency** – Prices shall be quoted in Indian Rupees only.
- 4 The bidder has to submit the compliance letter on its letter head duly signed by the authorized signature & other supporting documents as asked for in the bid. 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.
- 5 **The Bidder may quote any item or all item in categories mentioned in the bid.**
 - The Bidder will have to remit Non refundable Bid Processing Fees of **Rs. 1,000/-** (One thousand) & Earnest Money Deposit (E.M.D.) of **Rs. 2,500/-** (Rupees Two thousand five hundred only) (Refundable) **on or before date & hours of submission of bid (i.e. 04.08.2017 up to 1500 Hrs)** in a sealed cover super scribed with the bid document number to GIL office with the heading **“Bid Processing fees & EMD in Tender for Supply, Installation, Commissioning and Warranty Support of VRLA, SMF based UPS Batteries (on buyback basis) on behalf of Gujarat Informatics Limited, Gandhinagar. (Tender No: HWT190717448).”**
 - ✓ Bid processing fees must be in the form of Demand Draft in the name of “Gujarat Informatics Ltd.” payable at Gandhinagar along with the covering letter. Please affix the stamp of your company on the overleaf of demand draft.
 - ✓ EMD shall be submitted in the form of **Demand Draft OR** in the form of an **unconditional Bank Guarantee (which should be valid for 6 months from the last date of bid submission)** All Nationalized Bank including the public sector bank or Private Sector Banks or banks (operating in India having branch at Ahmedabad/Gandhinagar) as per the G.R. no. EMD/10/2015/508/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 **as per prescribed format given at Annexure A**) and must be submitted along with the covering letter.

- **Note:** Failing to submit physical covers of EMD and bid processing fees at GIL on or before **04.08.2017 up to 1500 Hrs** hours may lead to the rejection of the bid.

- 6 In case of non-receipt of Bid Processing fees & EMD as mentioned above within prescribed time the bid will be rejected by GIL as non-responsive.
- 7 Bidder has to supply & install Batteries and carry out necessary integration with existing UPS
- 8 Bidder has to submit copy of registration certificate of OEM indicating registration of item to JISC 8702 standard or copy of Test Report produced by third party Government Agencies indicating the method for test procedure as per the JIS C 8702 /IS: 7372/1995/IS 15549/ IEC 61427 standard at the time of submission of bid otherwise bid shall be liable for rejection. **(Form E2)**
- 9 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 All Nationalized Bank including the public sector bank or Private Sector Banks or banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2015/508/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).
- 10 Successful bidders 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 of the Contract form is attached herewith)
- 11 The successful Bidder's E.M.D. will be discharged upon the Bidder signing the Contract, and furnishing the performance bank guarantee @ 5% of the order value.
- 12 The E.M.D. may be forfeited:
 - 12.1 If a Bidder withdraws its bid during the period of bid validity.
 - 12.2 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 or
 - (iv) 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."
- 13 Unsuccessful bidder's E.M.D. will be discharged / returned as promptly as possible but not later than 15 days after the expiration of the period of bid validity as prescribed by GIL.
- 14 The prices shall strictly be submitted in the given format. Quoted prices shall be without GST. The tax (GST) components as applicable shall be mentioned separately in the respective columns. Also, the Price shall be inclusive of all freight, forwarding, transit insurance and installation charges.
- 15 **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 evaluation of bids will be carried out of the responsive bids. The financial bid of the qualified bidders will be opened and financially L1 bidder will be decided from unit prices without tax for Purchase of Batteries after Buyback and then called for further negotiations if required.

- 16 The order may be placed in multiple lots (phase wise) & not in single lot based on requirement till the rates are valid.
- 17 The quantity of batteries mentioned in this bid is based on the receipt or requirement. However quantity may vary based on the actual requirement at the time of issuing of purchase order. the other Government offices can also place the purchase order under this bid at final negotiated rate
- 18 **Delivery & installation:** Bidder will have to deliver and Install goods **within 45 working days** from the date of confirmed purchase order.
- 19 Bids shall be valid for 90 days after the date of financial bid opening. A bid valid for a shorter period shall be rejected as non-responsive. **If required, GIL may extend the bid validity for further period from the date of expiry of bid validity in consultation with the successful bidder.**
- 20 **Penalty Clause**
Penalty for delay in delivery & installation
- 20.1 If the bidder fails to deliver and install the required batteries within 45 working days of the issue of the confirmed purchase order, then a sum equivalent to one percent (1 %) of the total contract value shall be deducted from the payment for each calendar week of delay or part thereof.
- 20.2 The amount of penalty for delay in delivery & installation shall be subject to a maximum limit of 10% of the total contract value.
- 20.3 Delay in excess of 10 weeks will be sufficient to cause for termination of the contract. In that case the Performance Bank Guarantee of the bidder will be forfeited.
- 20.4 In case, the selected bidder does not supply the ordered items for any reason, the bidder will be liable to pay the difference amount to the purchaser, over and above the performance guarantee, which indenter department has to pay to the next or other selected bidder for purpose of the said items.
- 21 **Warranty:** Comprehensive onsite warranty for **2 years** from the date of installation of equipments.
- 22 **Maintenance:** During the warranty period, if any problem found in the supplied goods then bidder must have to replace immediately.
- 23 **Payment:** Payment for Goods and Services shall be made by the Indenting Department in Indian Rupees as follows:
23.1 No advance payment will be made.
23.2 100% payment after inspection, delivery & successful installation of the supplied goods.
- 24 GIL reserves the right to change any bid condition of any item even after inviting the bids, with/without prior notification.
- 25 **The Clarifications must be submitted in writing at GIL at least 5 days before the submission date. Thereafter the clarifications received from the bidders will not be entertained.**



Your bid should reach at our office on or before **1500 Hours, 04.08.2017** as mentioned below:

There shall be 3 sealed envelopes in the sealed main cover with the heading “Tender for Supply, Installation, Commissioning and Warranty Support of VRLA, SMF based UPS Batteries & Solar Power Charge Controller on behalf of Institute of Seismological Research, Gandhinagar, Department of Science & Technology, Govt. of Gujarat.”

1. A first separate envelop with the heading “Bid processing Fees & EMD for Tender for Supply, Installation, Commissioning and Warranty Support of VRLA, SMF based UPS Batteries (on buyback basis) on behalf of Gujarat Informatics Limited, Gandhinagar. (Tender No: HWT190717448)” containing the E.M.D. & Bid Processing Fees in the name of “Gujarat Informatics Ltd.”
2. The second envelope marked as Technical bid with heading “Technical Bid - Tender for Supply, Installation, Commissioning and Warranty Support of VRLA, SMF based UPS Batteries (on buyback basis) on behalf of Gujarat Informatics Limited, Gandhinagar. (Tender No: HWT190717448)” with properly sealed and marked. Each and every page of the bid must be signed and stamped by the bidder.
3. The Third envelope marked as financial bid with heading “Financial Bid - Tender for Supply, Installation, Commissioning and Warranty Support of VRLA, SMF based UPS Batteries (on buyback basis) on behalf of Gujarat Informatics Limited, Gandhinagar. (Tender No: HWT190717448)” with properly sealed and marked. Each and every page of the bid must be signed and stamped by the bidder.

Proposals after due time period will not be accepted.

The bid will be opened on **04.08.2017 at 1700 Hours at GIL, Block No. 1, 8th Floor, Udyog Bhavan**, in the presence of the committee members and representatives of the bidders, who have submitted valid bids. 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
Deputy General Manager (Technical),
Gujarat Informatics Limited
Block-1, 8th Floor, Udyog Bhavan,
Gandhinagar – 382010, Fax: (079)23238925
E-mail: viveku@gujarat.gov.in

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

SECTION I

Bid Processing Fees and Earnest Money Deposit Details:

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

Make & Model List

Sr. No.	Item	Make & Model	Supporting Document uploaded? (Yes/No)
1	Battery with 12 V, 42 AH or above		

Note:

- The Bidder may quote only one option (i.e. one products can be quoted) against each item. Bidders are required to mention Make and Model of the product (Do not write "OEM" against items). Bidders are expected to give make and model of the product).
- The bidder has to ensure that, the quoted batteries should be compatible with existing UPS.

SECTION II

Technical Specification

Sr. no.	Item	Specification	Matched/ Not Matched	Deviation/ Remarks if any
1	Battery with 12 V, 42 AH or above	(with 2 years warranty support)		

Form no. E1 Authorization Letters

Item	Name of OEM	Authorization letter uploaded? (Yes/No)

Form no. E2: JIS C 8702 / IS: 7372/1995/IS 15549/ IEC 61427 standard certification /test report

Sr. No.	Name of Bidder	test report /certification valid up to	JIS C 8702 /IS: 7372/1995/IS 15549/ IEC 61427 standard certification/test report attached? (Yes/No)
1			

SECTION-III

FINANCIAL BID FORMAT

Sr. No.	Item	Qty. for Purchase of Batteries	Unit Rate with 2 Year Warranty (In Rs. Without tax)	Total Rate with 2 Year Warranty (In Rs. Without tax)	GST in %	Total Rate with 2 Year Warranty (In Rs. With tax)	Qty. for Buyback	Unit Rate for Buyback (In Rs.)	Total Rate for Buyback (In Rs.)	Unit Rate for Purchase of Batteries after Buyback	Total Rate for Purchase of Batteries after Buyback
	1	2	3	4	5	6	7	8	9	10	11
				2*3		4*5%+4			7*8	3-8	4-9
1	Battery with 12 V, 42 AH or above with 2 years warranty support	40					40				

Note:

1. The quantity may vary based on the requirement.
2. for evaluation purpose, Financially L1 bidder(s) will be decided from the Unit Rate (without tax) for Purchase of Batteries after Buyback of item. However, purchase order may issue for the batteries considering GST in rate of batteries minus rate for buyback of batteries.

Annexure A

Format of Earnest Money Deposit in the form of Bank Guarantee

Ref: Bank Guarantee No.
Date:

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

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the **Tender No: HWT190717448** for bid for Supply, Installation, Commissioning and Warranty Support of VRLA, SMF based UPS Batteries (on buyback basis) on behalf of Gujarat Informatics Limited, 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 -----2017.

THE CONDITIONS of this obligation are:

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

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

This guarantee will remain valid up to 6 months from the 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



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guarantee shall be valid for a period so extended provided that a written request for such extension is received before the expiry of validity of guarantee.

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

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

Dated at _____ on this _____ day of _____ 2017.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &
Its official Address

Approved Bank: All Nationalized Bank including the public sector bank or Private Sector Banks or banks (operating in India having branch at Ahmedabad/Gandhinagar) as per the G.R. no. EMD/10/2015/508/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 Gujarat Informatics Ltd. ,Gandhinagar for and on behalf of the OWNER/PURCHASER and the same having been accepted by the SELLER resulting into CONTRACT for supplies of materials/equipments as mentioned in the said purchase order and the SELLER having agreed to provide a Contract Performance and Warranty Guarantee for faithful performance of the aforementioned contract and warranty quality to the OWNER/PURCHASER, _____ having Head Office at (hereinafter referred to as the 'Bank' which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the sum of Rs. _____ (Rupees _____) to the OWNER/PURCHASER on demand at any time up to _____ without a reference to the SELLER. Any such demand made by the OWNER/PURCHASER on the Bank shall be conclusive and binding notwithstanding any difference between Tribunals, Arbitrator or any other authority.

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



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

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

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

Dated at _____ on this _____ day of _____ 2017.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &
Its official Address

List of approved Banks

All Nationalized Bank including the public sector bank or Private Sector Banks or banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2015/508/DMO dated 27.04.2016 issued by Finance Department or further instruction issued by Finance department time to time.



CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

TOTAL VALUE:

DELIVERY SCHEDULE:

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

Signed, Sealed and Delivered by the

Said _____ (For the Purchaser)

in the presence of _____

Signed, Sealed and Delivered by the

said _____ (For the Supplier)

in the presence of _____