

## RFP DOCUMENT

**RFP for Selection of Agencies/Companies to Procure English Language Learning Software for DELLS (Digital Education and Learning Labs) established in the colleges/universities of Gujarat**

**RFP.NO. SW23082017146**

**DATE: 23.08.2017**

**Client: Society for Creation of Opportunity through Proficiency in English (SCOPE)**

**Name of Work: Selection of Agencies/Companies to Procure English Language Learning Software for DELLS (Digital Education and Learning Labs) established in the colleges/universities of Gujarat**

**Last date of submission of the queries : 28.08.2017 up to 1500 hrs**

**Date of Pre-bid meeting : 31.08.2017 at 1500 hrs**

**Last Date & Time of Bid Submission on <https://gil.nrocure.com> : 11.09.2017 up to 1500 hrs.**

**Un-priced Bid Opening:**

**Date & Time: 11.09.2017 at 1600 hrs.**

**Venue: Gujarat Informatics Limited**  
Block No. 1, 8<sup>th</sup> Floor, Udyog Bhavan,  
Sector 11, Gandhinagar - 382 010

**Bidding Agency Address:**

**Gujarat Informatics Limited**  
Block No. 1, 8<sup>th</sup> Floor, Udyog Bhavan,  
Sector 11, Gandhinagar - 382 010  
Phone No.: 079 - 232 56022,  
Fax No.: 079 - 232 38925  
Website: [www.gil.gujarat.gov.in](http://www.gil.gujarat.gov.in)

**Note:** Please address all queries and correspondence to

**DGM (Tech)**

Gujarat Informatics Limited,  
8<sup>th</sup> Floor, Block No.1, Udyog Bhavan,  
Sector 11, Gandhinagar 382 010  
Phone No.: 079 - 232 59239 / 079-232 59237  
E-mail: [viveku@gujarat.gov.in](mailto:viveku@gujarat.gov.in); [vipulp@gujarat.gov.in](mailto:vipulp@gujarat.gov.in)

Gujarat Informatics Limited (hereinafter referred to as “GIL”) invites offer through E-tendering for Selection of Agencies/Companies to Procure English Language Learning Software for DELs established in the colleges/universities of Gujarat.

Bidder will have to Supply, Install, Commission and maintain the same during warranty period, as per terms and conditions of the contract as per uploaded specifications electronically.

Unit cost is required to be offered for all the items and all the accessories as requested.

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.

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.

1. Bidder shall submit their bids on <https://www.gil.nprocure.com>.
2. Submit Bid Security and non-refundable bid processing fees in a separate sealed envelope super scribed with the bid document number to GIL office on or before due date.
3. Bids complete in all respects should be uploaded on or before the BID DUE DATE.
4. Services offered should be strictly as per requirements mentioned in this Bid document. Please spell out any unavoidable deviations, Clause/Article-wise in your bid under the heading Deviations.
5. After due date, the bidder will not be able to 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. However, GOG reserves the right to seek revised financial offer.
6. Bidder shall quote the prices of services as mentioned valid for 180 days.
7. In addition to this RFP, the following sections uploaded are part of Bid Documents.

<b>Section : 1</b>	<b>Eligibility Criteria</b>
<b>Section : 2</b>	<b>Methodology &amp; Criteria for Technical, Commercial and final evaluation or selection of the agency</b>
<b>Section : 3</b>	<b>Scope of Work</b>
<b>Section : 4</b>	<b>Instructions to Bidders</b>
<b>Section: 5</b>	<b>Format of Forms</b>
<b>Section : 6</b>	<b>Financial Bid Format</b>
<b>Section : 7</b>	<b>Performa of Performance Bank Guarantee</b>

**Important Dates & Details:**

1	RFP Reference Number	<b>SW23082017146</b>
2	Last Date & Time for Submission of Bids electronically on <a href="https://gil.nprocure.com">https://gil.nprocure.com</a>	<b>11.09.2017 up to 1500 hrs</b>
	Last Date & Time for Submission of EMD & Bid processing fees along with Affidavit in the format attached Physically at GIL	<b>11.09.2017 up to 1500 hrs</b>
3	Date of Pre-bid meeting	<b>31.08.2017 at 1500 hrs</b>
4	Date & Time of Opening of Bids (Un-priced Bids)	<b>11.09.2017 at 1600 hrs.</b>
5	Date & Time of Opening of Commercial Stage	Will be intimated to the qualified bidders at a later date.
6	Venue of Opening of Bids	Gujarat Informatics Limited Bloc k No. 1, 8th Floor, Udyog Bhavan, Gandhinagar - 382 010
7	Bid Processing Fees (Non-refundable)	<b>Rs. 5,000/- (Rupees Five Thousand Only)</b>
8	Earnest Money Deposit (E.M.D.) (Refundable)	<b>Rs.2,00,000/- (Rupees Two Lacs Only)</b>
9	GIL Contact Person	Director (e-Governance), GIL

Note: Please specify RFP Number in all your correspondence.

## Section - 1

### Eligibility Criteria

The bidder must possess the requisite experience, strength and capabilities in providing services necessary to meet the requirements as described in the RFP document. Keeping in view the complexity and volume of the work involved, following criteria are prescribed as the eligibility criteria for the bidder interested in undertaking the project. The bidder must also possess technical know-how and financial wherewithal that would be required for supply, install, commission and maintain the same during warranty period. The Bids must be complete in all respect and should cover entire scope of work as stipulated in the bid document. This invitation to bid is open to all bidders who qualify the eligibility criteria as given below:

Sr. No.	Pre-qualification Criteria	Documentary Evidence
1.	The bidder should be registered under the Companies Act, 1956 should have registered offices in India and should be in existence for at least the last 5 years, as on 31.03. 2017.	Copy of certificate of Incorporation issued by Registrar of Companies
2.	The bidder should have a minimum average turnover of Rs. 2 Crore per annum in each of the last three financial years as on 31.03.2016 (i.e. 2013-14 to 2015-16) in India	Statutory auditor certificate declaring the annual turnover is required
3.	The bidder should have at least three years of experience in development of English Language Lab Software and implemented in 100 sites.	Supporting documents with list of sites to be sent including copy of work order and work completion certificate
4.	The Bidder shall not be under a declaration of ineligibility / banned / blacklisted by any State or Central Government / any other Government institutions in India for any reason as on last date of submission of the Bid	A self-declaration government notarized copy is required
5.	The Bidder should have Development & Support Centre in Gujarat or should furnish an undertaking that the same would be established within 45 days of signing the contract.	Self-Declaration
6.	The bidder should have trained a minimum of 4,000 students on functional English language skills in last 5 years leading to international level certifications as per the common European Framework of Reference.	Supporting documents to be submitted including copy of work order and work completion certificate
7.	The bidder should have staff strength of at least 40 professionals.	Certificate of HR
8.	The Bidder must have valid registration certificate of Commercial tax (GST) , Service tax registration / PAN Number, Excise as applicable	Copy of valid certificate is required
9.	Consortium is not allowed.	Self-Declaration

**Note: All the details and the supportive documents for the above mentioned terms should be uploaded in eligibility section in the bid.**

## Section - 2

### Methodology & Criteria for Technical, Commercial and final evaluation or selection of the agency

The process of selection is based on Technical bid and financial bid.

1. SCOPE will form a Committee which will evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, SCOPE/GIL, may, at its discretion, ask the bidders for clarification of their Technical Proposals.
2. The bidders are expected to provide all the required supporting documents and compliances as mentioned in this document. The bidder shall quote the language lab software having full compliance with all the guiding principles and minimum specifications as mentioned in this RFP. Any deviation from the same will lead to the disqualification.
3. The bids will be evaluated for the eligibility criteria first.
4. The bidder will be called for the presentation, who comply with the eligibility criteria will be processed further. The presentation evaluation would be done for 70 marks. Out of that at least 70% marks will be required to qualify for opening of the financial bids.

### Presentation Evaluation Criteria (70 marks)

1.	Works on multiple Operating System i.e. MS Windows and Linux	10
2.	Works on both Desktop PCs as well as Thin Client/Zero Client devices.	10
3.	Trainer Manuals for each level and corresponding book for students	05
4.	Basic module should have bilingual (English & Gujarati language voice over) for better understanding for students opting for the beginner level course	10
5.	Class room teaching content as well as lab practice content	10
6.	Visual Spectrograph for comparison of audio pronunciation	05
7.	Various monitoring Reports for student's performance & teacher's delivery	10
8.	Overall Impact of the presentation	10

Note: For the Presentation on approach and methodology, bidder must have to prepare and present 15 minute sample content on usability of the software.

- 4.1. The details without supporting documents will not be considered.
- 4.2. The language of content will be Gujarati and English for Basic while it will be English for Intermediate level courses Advanced level course.

### Financial Bid evaluation:

The financial bids of only those bidders, who have scored at least 70% marks in the technical presentation evaluation process, will be opened. The Financial Bids will be opened, in the presence of Bidders' representatives who choose to attend the Financial Bid opening on date and time to be communicated to all the technically qualified Bidders. The Bidder's representatives who are present shall sign a register evidencing their attendance. The name of bidder & bid prices will be announced at the meeting.

The bidder who have quoted lowest financial bid will be invited for negotiations for awarding the contract. In case of a tie where two or more bidders quoted same rate, the bidder with the higher technical presentation score will be invited first for negotiations for awarding the contract.

## Section - 3

### SCOPE OF WORK

Specifications for Selection of Agencies/Companies/bodies involved in developing and providing English language learning application meeting CEFR (Common European Framework of Reference) standards in learning and assessments for DELs.

SCOPE intends to call public tender from reputed, established, well known and widely recognized companies/agencies/bodies for providing English language learning application/software to be used and installed at sites called, DELs (Digital Education and Learning Laboratories) for English learning at different levels and assessment purpose. The bidders should be authorized dealer/supplier of OEM.

The learning and assessment should align to international standard i.e. CEFR, developed by ALTE (Association of Language Testers in Europe). The software should cater to three basic categories:

- I. Students/Learners
- II. Teachers/Trainers
- III. Administrators for centralized monitoring and reporting

Initially, the English language learning application/software will be deployed in around **50 Labs**. Based on performance assessment and effectiveness of the English language learning application/software provided by the selected bidder, further extension/replication of the deployment of the same software may be considered. The total Labs would be 200.

The specifications for such a requirement are listed below. In nutshell, the tool/application/software should meet the following criteria:

#### 1. General Features

The Language Lab Software should take into account the following features: -

- a. It should have 3 levels of learning: Basic, Intermediate and Advanced with substantial content to hone the learner skills.
- b. It should enhance the Communicative English skills of the students. The Basic module should have bilingual (English & Gujarati language voice over) for better understanding for students opting for the beginner level course.
- c. Content should purely be multimedia based and comprise of graphics, audio, video and should be highly interactive in nature.
- d. The content should be as per the Common European Framework of Reference i.e. CEFR and should cater to all the 6 levels of CEFR viz. A1, A2, B1, B2, C1 & C2.

CEFR Levels	Level
A1	Beginner
A2	Elementary
B1	Intermediate
B2	Upper Intermediate
C1	Advanced
C2	Mastery

- e. It should have content for strengthening all the four language skills:-
  - i. Listening

- ii. Speaking
  - iii. Reading
  - iv. Writing
- f. It should have Model Imitation that should facilitate the student to listen to the exact pronunciation of a word and then record one's own and then compare both of them, thereby helping the student to recognize the error and amend the differences.
- g. The software should have capabilities of Listening, Recording and Comparing of Speech patterns both via audio and visual. The software should have speech spectrograph for graphical visualization.
- h. The software should be based on neutral (Indian) accent and should not use foreign accent.
- i. It should have jaw and tongue movement animations for all the sounds to facilitate learning of proper articulation of sounds
- j. The software should consist of a glossary of words with correct pronunciation in the Indian context.
- k. Should have a Mother Tongue Influence (MTI) removal tool.
- l. The English language lab software should have components to work on
  - i. Intonation
  - ii. Word stress
  - iii. Syllables
- m. The English language lab software should cater to the basics of English grammar using animated situations and related practice exercises.
- n. It should be user friendly so that faculty can take classes with minimal of technical knowledge.

## **2. Teaching Pedagogy (Methodology)**

The English language lab software should have the following features for proper teaching – learning of English language skills by both the faculty and the students

- a. It should be based on the 'Blended Learning' mechanism, i.e. It should have Instructor Lead Teaching (ILT/ Classroom teaching) content as well as Computer Based Training (CBT/Lab practice) content.
- b. The software should have predefined lesson plans with detailed breakup of each session of approximately 1 hour each.
- c. The Instructor/ Faculty / Teacher should be able to create tasks for students to perform in the language lab. The Instructor / Faculty / Teacher should have the option to assign different tasks to different students of the same batch.
- d. It should have the facility to create new exercises (audio, video or text format can be authored). Should facilitate to:
  - i. Author a new exercise altogether.
  - ii. Assign the courses to the respective batches
- e. The institutions faculties / trainers / teachers should be provided with a minimum of 12 hours (2 days each day 6 hours) training on the use of the English language lab software and on the teaching pedagogy and procedures. The company should provide such training twice in a year.
- f. Proper detailed trainer manuals to be provided for each level on the delivery mechanism. It should be in depth with minute to minute description of the teaching procedures.
- g. Student reference material / workbooks in accordance to the software should be made available.

### **3. Monitoring & Reporting**

- a) The language lab software should automatically generate reports giving details about each individual learner's activities performed in terms of no. of exercises attempted, time spent on each such activity on a day-to-day basis.
- b) The language lab software should also have reports that shows the usage of the software by each of the instructor/faculty/teacher.
- c) A centralized report should be available to the Administrators/Governing Bodies on the usage of content by both the instructors and students for all the language lab software licenses procured under this project. This should be web based and available to various stakeholders of the project.
- d) The teacher should be able to have text / Audio / Video chat with the students who have logged into the language lab software.
- e) Teachers should be able to view the screen of any of the students who is logged into the English language lab software.

### **4. Resource Material and Training**

**a) Training should be imparted for a minimum of 2 days and training modules should include: -**

- a. Training on Installation & implementation of the software
- b. Training on usage of all the features of the language lab software
- c. Training on the various aspects of language on its teaching pedagogy

**b) Trainers Resource Material**

- a. The vendor/company should provide hard copy of the Trainer Manual with details on the delivery mechanism of each lesson in the class room for each of the three levels with proper lesson plans.
- b. Should provide videos demonstrating the delivery of each and every session of the Basic Module.



### **Students Reference Material**

- c. Students reference material and work books for each level should be available. This material should be integrated with the content.

### **5. Hardware & Software compatibility**

- a. The English Language Lab software should work on both Desktop PCs as well as Thin Client/Zero Client devices.
- b. The English Language Lab software should be compatible with both Windows and Linux operating systems.

### **6. Installation of the English language software**

- a. The selected company will be responsible for physical installation of the English language lab software across all the specified sites within three months of signing of the MOU.

### **7. Warranty and Support**

- A. Warranty will be for a period of one year. During this period the company/selected bidder will also provide upgrades/patches, if any.
  - B. The software should have feature to update/ make corrections / additions using automatic On-line updates.
8. One site/lab will have 25 computers and 1 server connected in a LAN environment. The 'per site' license should cater to all computers in the lab (any number from 1 to 25) whether it is a DELL or any other lab. Simultaneous access should be allowed for 25 computers beyond 1 server. SCOPE would pay only for the number of sites it has ordered for installation.
  9. Per site license means the cost of software, training and all material with centralized monitoring features.

## **Section - 4**

### **Instructions to Bidders**

#### **ARTICLE – 1: COST OF BIDDING**

- The Bidder shall bear all costs associated with the preparation and submission of the Bid and SCOPE/GIL will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.
- The Bidder will have to remit Non refundable Bid Processing Fees of Rs. 5,000/- in the separate cover within the main sealed cover containing EMD, on or before the date & hours of submission of the bids, at GIL office. 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.

#### **ARTICLE – 2: BIDDING DOCUMENTS**

Bidder can download the bid document and further amendment if any available free on <http://gil.gujarat.gov.in> and <https://gil.nprocure.com> and upload the same on <https://gil.nprocure.com> on or before due date of the Bid. Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or bid not substantially responsive to the bidding documents in all respect may result in the rejection of the Bid.

#### **ARTICLE – 3: CLARIFICATION ON BIDDING DOCUMENTS**

The Clarifications must be submitted in writing at GIL at least 5 days before the bid due date. Clarifications received from the bidders after that will not be entertained under any circumstances.

#### **ARTICLE – 4: AMENDMENT OF BIDDING DOCUMENTS**

- At any time prior to the deadline for submission of bids, SCOPE/GIL, for any reason, whether at its own initiative or in response to the clarifications requested by prospective bidders may modify the bidding documents by amendment & put on website.
- All prospective bidders are requested to browse our website & any amendments / corrigendum / modification will be notified on our website only and such modification will be binding on them. Bidders are also requested to browse the website of GIL i.e. <http://gil.gujarat.gov.in> and <https://gil.nprocure.com> for further amendments if any.
- In order to allow prospective bidders reasonable time to take the amendment in to account in preparing their bids, SCOPE/GIL, at its discretion, may extend the deadline for the submission of bids.

#### **ARTICLE – 5: 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 SCOPE/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.

#### **ARTICLE – 6: SECTIONS COMPRISING THE BIDS**

- Bid Security Section:

Bid Processing Fees & EMD Details: The bid processing fee (non-refundable) & EMD (refundable) to be furnished to GIL office in a separate envelop on or before date & hours of submission of bid.

- Eligibility & Technical Section:

In this section, Bid letter form and Clause-by-Clause Compliance Statement as per forms/format & compliance to Scope of Work need to be uploaded.

Regarding eligibility criteria, all the forms/format & documentary proof need to be uploaded.

- Price bid Section: As per bid form only.

Note:

- All the forms should be in the Prescribed Format Only.
- All forms / Tables, duly filled-in with necessary proofs, as required and stated in the bid document & supporting documents for eligibility criteria should be uploaded.

#### **ARTICLE – 7: BID FORMS**

- Wherever a specific form is prescribed in the Bid document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information. Failing to submit the information in the prescribed format, the bid is liable for rejection.
- For all other cases, the Bidder shall design a form to hold the required information.
- SCOPE/GIL shall not be bound by any printed conditions or provisions in the Bidder's Bid Forms.

#### **ARTICLE – 8: FRAUDULENT & CORRUPT PRACTICE**

- Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial noncompetitive levels and to deprive the SCOPE/GIL of the benefits of free and open competition.
- "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of Contract execution.
- SCOPE/GIL will reject a proposal for award and may forfeit the E.M.D. and/or Performance Guarantee if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, contract(s).

#### **ARTICLE – 9: LACK OF INFORMATION TO BIDDER**

- The Bidder shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Bidder of his responsibility to fulfill his obligation under the Contract.

#### **ARTICLE – 10: CONTRACT OBLIGATIONS**

- If after the award of the contract the bidder does not sign the Agreement or fails to furnish the Performance Bank guarantee along with the inception report and working schedule as per the bid requirements & if the operation are not started within 15 working days after submission of P.B.G. as mentioned in the bid, SCOPE/GIL reserves the right to cancel the contract and apply all remedies available under the terms and conditions of this contract.

#### **ARTICLE – 11: BID PRICE**

- The priced bid should indicate the prices in the format/price schedule only.
- Price shall be inclusive of all freight, forwarding, transit insurance and installation charges. Prices shall be inclusive of Excise Duties. The prices shall strictly be submitted in the given format. Quoted prices shall be without tax. The tax components as applicable shall be mentioned separately in the respective columns. Successful Bidder will have to supply/provide goods/ services with an Invoice from a place located within State of Gujarat.

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

#### ARTICLE – 12: BID CURRENCY

- The prices should be quoted in Indian Rupees. Payment for the supply of equipments as specified in the agreement shall be made in Indian Rupees only.

#### ARTICLE – 13: BID SECURITY / EARNEST MONEY DEPOSIT (EMD)

The bidder will have to submit **Non refundable Bid Processing Fees of Rs. 5,000/- & Earnest Money Deposit (E.M.D.) of Rs. 2,00,000/- (Rupees Two Lacs 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 Selection of Agencies/Companies to Procure English Language Learning Software for DELLS established in the colleges/universities of Gujarat.”**

- 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.
- Bid Security / 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 15 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 given time may lead to the rejection of the bid.

- In case of non-receipt of Bid processing fees & EMD as mentioned above, your bid will be rejected by GIL as non-responsive.
- 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 @ 10% of the total order value as prescribed by GIL, whichever is earlier.
- The successful Bidder's E.M.D. will be returned upon the Bidder signing the Contract, and furnishing the **Performance Bank Guarantee @ 10% of the total order value** and offer of inspection of the ordered material.
- The EMD may be forfeited at the discretion of SCOPE/GIL, on account of one or more of the following reasons:
  - a) If a Bidder withdraws their 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, the said Bidder fails:
    - i. To sign the Agreement / Contract in time
    - ii. To furnish Performance Bank Guarantee
    - iii. If the bidder is found to be involved in fraudulent practices.

#### ARTICLE – 14: PERIOD OF VALIDITY OF BIDS

- **Bids shall remain valid for 180 days after the date of Financial Bid opening** prescribed by SCOPE/GIL. A Bid valid for a shorter period shall be rejected as non-responsive. However considering the future

requirements for additional quantity of licenses (if required), Bidder has to supply the same at the finalized discounted rates (as per the financial bid format) during the contract period of one years.

- In exceptional circumstances, SCOPE/GIL may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security shall also be suitably extended.

**ARTICLE – 15: BID DUE DATE**

- Bid must be uploaded by bidder not later than the date specified in the RFP.
- The SCOPE/GIL may, as its discretion, extend the bid due date, in which case all rights and obligations of the SCOPE/GIL and the bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

**ARTICLE – 16: LATE BID**

- No bidder may be able to upload or submit the bid after the bid due date/time.

**ARTICLE – 17: MODIFICATION AND WITHDRAWAL OF BID**

- The Bidder may modify or withdraw its bid before the due date of bid submission.
- No Bid may be modified subsequent to the deadline for submission of bids.
- No Bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid validity specified by the Bidder on the bid letter form. Withdrawal of a Bid during this interval may result in the bidder's forfeiture of its Bid security.

**ARTICLE – 18: OPENING OF BIDS BY SCOPE/GIL**

- Bids will be opened in the presence of Bidder's representatives, who choose to attend. The Bidder's representative who is present shall sign a register evidencing their attendance.
- The Bidder's names, Bid modifications or withdrawals, discounts and the presence or absence of relevant Bid security and such other details as the SCOPE/GIL officer at his/her discretion, may consider appropriate, will be announced at the opening.
- Immediately after the closing time, the SCOPE/GIL contact person shall open the Un-priced Bids and list them for further evaluation.

**ARTICLE – 19: CONTACTING SCOPE/GIL**

- Bidder shall not approach SCOPE/GIL officers outside of office hours and/ or outside SCOPE/GIL office premises, from the time of the Bid opening to the time the Contract is awarded.
- Any effort by a bidder to influence SCOPE/GIL officers in the decisions on Bid evaluation, bid comparison or contract award may result in rejection of the Bidder's offer. If the Bidder wishes to bring additional information to the notice of the GOG, it should do so in writing.
- In case bidder wants to furnish information regarding blacklist of other bidders, they have to provide documentary evidence for the same, without documentary evidence such representation will not be entertained.

**ARTICLE – 20: REJECTION OF BIDS**

- SCOPE/GIL's right to reject any or all bids: SCOPE/GIL reserves the right to reject any Bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

**ARTICLE – 21: PRELIMINARY EXAMINATION OF BID**

- Un-priced Bid documentation shall be evaluated in two steps.

- Firstly, the documentation furnished by the Bidder will be examined based on the following criteria:
  - a) Compliance to bid document
  - b) Evaluation of Eligibility Criteria & Technical Specifications of the Product / Solution Offered. (The bidder shall provide details in the bid)
  - c) Experience in handling such projects (the bidder shall provide information in the BID)
- In the second step, SCOPE/GIL may ask Bidder(s) for additional information, demonstration of the solution to verify claims made in Un-priced Bid documentation.
- Priced Bid: The financial bid of the technically qualified bidders will be opened and financially L1 bidder will be decided from the sum total of prices for all line items without tax as per the financial bid format and then called for further negotiations, if required.
- Choice of Firm: Final Choice of Firm to execute this project shall be made on the basis of conformity to technical and operational requirements, time schedule of execution and appropriateness of priced bid from the point of view of cost competitiveness. The grand total of Bid Value will be the criteria for the selection of the lowest bid. SCOPE/GIL may ask bidder to match lowest prices of each item.

#### **ARTICLE – 22: AWARD OF CONTRACT**

- Award Criteria: The Criteria for selection will be the lowest effective cost to SCOPE for the technically qualified bids.
- 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.
- In case, if lowest bidder does not accept the award of contract or is found to be involved in corrupt and/or fraudulent practices the next lowest bidder will be awarded the contract. In such scenario, the lowest bidder has to born the difference between lowest prices and next lowest prices.
- The contract will be for three (3) years including warranty period of one year. During the contract period, the bidder shall have to provide the support for updation and maintenance including required changes. No extra charge will be paid during the contract period.

#### **ARTICLE – 23: NOTIFICATION OF AWARD & SIGNING OF CONTRACT**

- Prior to expiration of the period of Bid validity, SCOPE/GIL will notify the successful Bidder and issue Lol/Purchase Order.
- Successful bidders will have to sign the contract upon receiving the Purchase order with the purchaser(s) within 15 working days from the date of Purchase order. (The draft of the Contract form is attached herewith). The Bank Guarantee shall be valid for duration of 180 days beyond the expiry of contract.

#### **ARTICLE – 24: LIMITATION OF VENDOR'S LIABILITY:**

- Vendor's cumulative liability for all 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.

#### **ARTICLE – 25: FORCE MAJEURE**

- Force Majeure shall mean any event or circumstances or combination of events or circumstances that materially and adversely affects, prevents or delays any Party in performance of its obligation in accordance with the terms of the Agreement, but only if and to the extent that such events and circumstances are not within the affected party's reasonable control, directly or indirectly, and effects of which could have prevented through Good Industry Practice or, in the case if construction activities through reasonable skill and care, including through the expenditure of reasonable sums of money. Any events or circumstances meeting the description of the Force Majeure which have

same effect upon the performance of any contractor shall constitute Force Majeure with respect to the Bidder. The Parties shall ensure compliance of the terms of the Agreement unless affected by the Force Majeure Events. The Bidder shall not be liable for forfeiture of its implementation / Performance guarantee, levy of Penalties, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Agreement is the result of Force Majeure.

- Force Majeure Events

The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the definition as stated above.

Without limitation to the generality of the foregoing, Force Majeure Event shall include following events and circumstances and their effects to the extent that they, or their effects, satisfy the above requirements:

- Natural events (“Natural Events”) to the extent they satisfy the foregoing requirements including:
  - a) Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
  - b) Explosion or chemical contamination (other than resulting from an act of war);
  - c) Epidemic such as plague;
  - d) Any event or circumstance of a nature analogous to any of the foregoing.
- Other Events (“Political Events”) to the extent that they satisfy the foregoing requirements including:
- Political Events which occur inside or Outside the State of Gujarat or involve directly the State Government and the Central Government (“Direct Political Event”), including:
  - i. Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;
  - ii. Strikes, work to rules, go-slows which are either widespread, nation-wide, or state-wide and are of political nature;
  - iii. Any event or circumstance of a nature analogous to any of the foregoing.

- FORCE MAJEURE EXCLUSIONS

Force Majeure shall not include the following event(s) and/or circumstances, except to the extent that they are consequences of an event of Force Majeure:

- a) Unavailability, late delivery
- b) Delay in the performance of any contractor, sub-contractors or their agents;

- PROCEDURE FOR CALLING FORCE MAJEURE

The Affected Party shall notify to the other Party in writing of the occurrence of the Force Majeure as soon as reasonably practicable, and in any event within 5 (five) days after the Affected Party came to know or ought reasonably to have known, of its occurrence and that the Force Majeure would be likely to have a material impact on the performance of its obligations under the Agreement.

## **ARTICLE – 26: CONTRACT OBLIGATIONS**

Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Bidder’s bid and all previous correspondence.

## **ARTICLE – 27: AMENDMENT TO THE AGREEMENT**

Amendments to the Agreement may be made by mutual agreement by both the Parties. No variation in or modification in the terms of the Agreement shall be made except by written amendment signed by both the parties. All alterations and changes in the Agreement will take into account prevailing rules, regulations and laws.

**ARTICLE – 28: USE OF AGREEMENT DOCUMENTS AND INFORMATION**

- The Bidder shall not without prior written consent from SCOPE disclose the Agreement or any provision thereof or any specification, plans, drawings, pattern, samples or information furnished by or on behalf of SCOPE in connection therewith to any person other than the person employed by the Bidder 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.
- The Bidder shall not without prior written consent of SCOPE make use of any document or information made available for the project except for purposes of performing the Agreement.
- All project related documents issued by SCOPE 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 Bidder's performance under the Agreement, if so required by the SCOPE.

**ARTICLE – 29: ASSIGNMENT & SUB CONTRACTS**

- Assignment by Bidder  
The Bidder 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 SCOPE.
- Sub contracts: Sub contract shall not be allowed.

**ARTICLE – 30: RESOLUTION OF DISPUTES**

- 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.
- 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.
- The place of the arbitration shall be Gandhinagar, Gujarat.
- The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended.
- The proceedings of arbitration shall be in English language.
- The arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration procedure. The Parties hereto shall submit to the arbitrator's award and the award shall be enforceable in any competent court of law.

**ARTICLE – 33: TAXES & DUTIES**

Bidder is liable for all taxes and duties etc.

**ARTICLE – 34: BOOKS & RECORDS**

Bidder shall maintain adequate books and records in connection with Contract and shall make them available for inspection and audit by GoG during the terms of Contract until expiry of the performance guarantee.

**ARTICLE – 35: WARRANTY TERMS**



All goods /services shall be supplied strictly in accordance with the specifications, drawings, datasheets, other attachments and conditions stated in the Bid / Order / LOI. 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. In event of default originating with the design, material arising at any time during the Warranty period of 1 years, the Bidder shall replace as may be necessary to ensure the material should function in accordance with the specification and to fulfill the foregoing Warranty without any delay. The Bidder shall warrant that every work executed under the contract shall be free from all defects and faults in material, workmanship etc. for a period of warranty period from the date of Acceptance test.

In the event that the materials/services supplied do not meet the specifications and/or scope of work, GOG shall notify the Bidder giving full details of difference. The Bidder shall attend the issue within 15 days of receipt of such notice to meet and agree with representatives of SCOPE, the action required to correct the deficiency. Should the Bidder fail to address the issues within the time specified above, SCOPE shall be at liberty to rectify the work/materials and Bidder shall reimburse SCOPE/GIL all costs and expenses incurred in connection with such trouble or defect.

**ARTICLE – 36: PERFORMANCE GUARANTEE**

- The Bidder shall furnish Performance Guarantee as provided in the bid document to SCOPE for an amount equal to 10% of the total value of Order.
- The performance guarantee will be in the form of bank guarantee for the amount equal of 10% of the value of the Order towards faithful performance of the contract obligation, and performance of the solution for period of 15 months. In case of poor and unsatisfactory services, SCOPE shall invoke the PBG.
- The Successful bidder has to submit Performance Bank Guarantee @ 10% of total order value within 15 days from the date of issue of Purchase order for duration of 15 months 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 24.07.2016 issued by Finance Department or further instruction issued by Finance department time to time. (The draft of Performance Bank Guarantee is attached herewith).
- The Performance Guarantee shall be discharged by SCOPE and returned to the Bidder within 30 days from the date of expiry of the Performance Bank Guarantee.

**ARTICLE – 37: PAYMENTS TERMS**

Sl. No.	Activity	Payment (%)
<b>1</b>	<b>Software</b>	
	Supply and Installation of Software in respective Labs	40% payment will be released
	After providing training and resource material as defined in Scope of work	40% payment will be released
	After completion of one month from successful installation	20% payment will be released
<b>2</b>	<b>Operational and Maintenance support for period of One years for application development</b>	Quarterly Payment in equal installment

**ARTICLE – 38: SERVICE TERMS**

- The entire scope of the work depends on the technical skill and experience in management of the same level or kind of infrastructure.
- It is mandatory for Bidder to deploy qualified professional to Supply, install, commission & maintain the application, as defined under scope of work.
- The Bidder need to manage & maintain various records related to the services extended to the Government.

- The Bidder need to maintain the required security of network, database, e-mails etc. related to the government operations.
- The Bidder is responsible to maintain proper necessary documentation and have to update the same on regular basis.
- The understanding of the comprehensive maintenance is as follows.
  - a) In case of failure, the Bidder needs to replace or repair the faulty module/entire solution to restore the services at the earliest.
  - b) The cost of the repairing or replacement of faulty module/entire solution has to be entirely born by the Bidder.

#### ARTICLE – 39: PENALTY CLAUSE

These SLAs shall be strictly imposed and a software audit/certification shall be carried out at the sole discretion of SCOPE for certifying the performance of the applications against the target performance metrics as outlined in the table below:

Service Category	Target	Severity	Penalty
Successful completion of delivery and installation Software Application.	As per delivery Schedule	Critical	A Penalty of 0.5% of contract value of software Application per week delay subject to maximum 5%.
Testing and UAT of all the modules.	As per delivery Schedule	Critical	
Application Training and Handholding Support of all the services.	As per delivery Schedule	Medium	
Commissioning and Go-Live	As per delivery Schedule	Medium	

**Note:** If the bidder is not adhering to the individual milestones as defined in the delivery schedule, the cumulative penalty will be levied for the delayed weeks, at the sole discretion of SCOPE. If delay exceeds maximum delay weeks at the particular milestone, SCOPE may have rights to terminate the contract. In that case the Performance Bank Guarantee of the bidder will be forfeited.

**The SLA applicable after the implementation shall be purely measured on the availability of the services.**

SLA Measure	Severity 1	Penalty Rs.	Severity 2	Flat Penalty Rs.
<b>Resolution Time</b>	< 1 Hrs	Nil	< 3 Days	Nil
	> 1 & < 2 Hrs	5,000	> 3 & < 6 Days	1000
	Above 2 to 3 Hrs or part thereof	7,000	Above 6 Days	5000

**Severity 1:** Service is unavailable or a fatal error that makes the system unusable resulting in a direct business impact. The problem has resulted in the failure of business critical activities. Immediate action required.

Example: Application related problems affecting all or most of the users e.g. all users are unable to log-in / submit any service request

**Severity 2: Service is adversely affected resulting in limited business impact or an error that makes a minor function unusable.**

**Example:** Individual user unable to use some of the advanced features / applications e.g. unable to pull a file or correspondence, incorrect data in the reports, etc. Process to measure the SLA and Penalty:

**Step 1:** All problems/issues faced by users need to be communicated to the selected Bidder.

**Step 2:** Upon confirmation of the problem, Bidder's team resolved the Problem and inform SCOPE.

**Step 3:** Upon resolution of the problem, SCOPE shall verify and confirm the Bidder on the resolution.

#### **ARTICLE – 40: PROJECT IMPLEMENTATION**

- The bidder has to complete supply, installation, provide training and resource material and support for the period of one years during the contract.
- The bidder shall provide the necessary technical support, Standard Operating Procedure (SOP), and other information to GoG and its user organizations in implementing the proposed solution. The Bidder shall provide training to GoG Personnel at no cost to GoG. The training schedule, content and modalities will be defined jointly by both the parties.
- Any damage caused to the property of SCOPE while executing the job shall be solely Bidder's responsibility. In case any damage to the property is caused, the same will be recovered from the Bidders. No any extra cost shall be paid to the Bidder for such reasons.
- The bidder shall be responsible and take required insurance for all of their representatives working on the project at their own cost. SCOPE will not be responsible for any loss or damage to any of the representatives of the bidder during the said contract.

#### **ARTICLE – 42: SOFTWARE LICENSES (IF APPLICABLE)**

The Bidder shall be responsible for providing Software license, if required, to meet any additional requirements during the contract period of the Agreement without any additional cost to SCOPE.

## **Section - 5**

### **Format of Forms**

#### **Form 1 Covering Letter**

*(To be submitted on the Bidder letterhead)*

<<Insert Date and location>>

Proposal Reference No:

To  
The Managing Director,  
Gujarat Informatics Limited  
Block No.1, 8th Floor,  
Udyog Bhavan,  
Gandhinagar – 382 010

Dear Madam/Sir,

**Sub:** Submission of proposal in response to RFP for “Selection of Agencies/Companies to Procure English Language Learning Software for DELLS established in the colleges/universities of Gujarat”.

1. Having examined the RFP, we, the undersigned, hereby submit our proposal in response to your RFP notification for ‘Selection of Agencies/Companies to Procure English Language Learning Software for DELLS established in the colleges/universities of Gujarat’; in full conformity with the said RFP document
2. We agree to abide by this Proposal, consisting of this letter, the Qualification Criteria forms and the Technical Proposal form, the duly notarized Board Resolution/ Power of Attorney, and all attachments, for a period of 180 days from the date fixed for submission of Proposals as stipulated in the RFP modification resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
3. If we are entrusted a consultancy assignment, we undertake to provide a Bank Guarantee in the form and amount prescribed.
4. We hereby declare that all the information and statements in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
5. If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the RFP, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.
6. We understand you are not bound to accept any proposal you receive

Dated this (date / month / year)

Authorized Signature [in full and initials]:

Name of Authorized Signatory:

Designation of Authorized Signatory:

Name of Bidder:

Address:

**Form 2 General Information**

Sr. No	Particulars	Details to be furnished	
1.	Details of responding Bidder		
a)	Name		
b)	Address		
c)	Telephone	Fax	
d)	Website		
2.	Details of Contact Person		
a)	Name		
b)	Designation		
c)	Address		
d)	Telephone no.		
e)	Mobile no.		
f)	Fax no.		
g)	E-mail		
3.	Details of Authorized Signatory ( <i>please attach proof</i> )		
a)	Name		
b)	Designation		
c)	Address		
d)	Telephone no.		
e)	Mobile no.		
f)	Fax no.		
g)	E-mail		
4.	Information about responding Bidder		
a)	Status of Bidder ( <i>Public Ltd. / Pvt. Ltd etc.</i> )		
b)	No. of years of operation in India		
c)	Details of Registration ( <i>Ref e.g. ROC Ref #</i> )	Date	
		Ref #	
d)	No. of resources/ staff in India		
e)	Locations and addresses of offices (in India and overseas)		

**Performa of Compliance letter/Authenticity of Information Provided**

**(Shall be submitted as scanned copy on Bidder's letterhead duly signed by Authorized signatory)**

Date:

To,  
**Director (e-Governance)**  
**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: RFP for Selection of Agencies/Companies to Procure English Language Learning Software for DELLS established in the colleges/universities of Gujarat.**

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**

## Section - 6

### Price Bid Schedule

Sl. No.	Description	Unit Rate per Lab (Rs.)	Total Labs	Total Amount (Rs.)
		A	B	C=A*B
1	Per Lab Cost of Supply, Installation, provide training, reference material as defined in RFP including warranty period of one year from Go-live		50	
2	Operational and Maintenance support for period of 2 years from completion of warranty period of one year.		50	
	<b>Grand Total (Rs.)</b>			

**Note:**

- The charges mentioned above shall be inclusive of all the expenses.
- No extra charge will be paid to the Firm/Company apart from the prices quoted above.
- Taxes are extra as applicable at the time of invoicing.
- Non-accepted of the Tender condition or Conditional bid shall be rejected.

**Annexure A**

**Format of Earnest Money Deposit in the form of Bank Guarantee**

Ref:

Bank Guarantee No.

Date:

To,  
DGM (Technical)  
Gujarat Informatics Limited  
8th Floor, Block -1, Udyog Bhavan,  
Sector - 11, Gandhinagar - 382010  
Gujarat, India

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the RFP Ref. no: \_\_\_\_\_ **dated DD.MM.YYYY for Selection of Agencies/Companies to Procure English Language Learning Software for DELLS established in the colleges/universities of Gujarat, 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 ----- 2016.

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



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

The Bank also agree that the OWNER/PURCHASER 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 \_\_\_\_\_ 2016.

\_\_\_\_\_

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/10/2014/570/DMO dated 01.04.2015 and 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 - 7

**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 and 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 \_\_\_\_\_

Self Declaration

(TO BE SUBMITTED PHYSICALLY)

AFFIDAVIT

(To be submitted IN ORIGINAL on Non-Judicial Stamp Paper of Rs 100/- duly attested by First Class Magistrate/ Notary public)I/We, \_\_\_\_\_, age \_\_\_\_\_ years residing at \_\_\_\_\_ in capacity of \_\_\_\_\_ M/s. \_\_\_\_\_ hereby solemnly affirm that

All General Instructions, General Terms and Conditions, as well as Special Terms & Conditions laid down on all the pages of the Tender Form, have been read carefully and understood properly by me which are completely acceptable to me and I agree to abide by the same.

I I We have submitted following Certificates I Documents for T.E. as required as per General Terms & Conditions as well as Special Terms & Conditions of the tender

Sr. No.	Name of the Document
1	
2	

All the Certificates I Permissions I Documents I Permits I Affidavits are valid and current as on date and have not been withdrawn I cancelled by the issuing authority.

It is clearly and distinctly understood by me that the tender is liable to be rejected if on scrutiny at any time, any of the required Certificates I Permissions I Documents I Permits I Affidavits is I are found to be invalid I wrong I incorrect I misleading I fabricated I expired or having any defect.

I I We further undertake to produce on demand the original Certificate I Permission I Documents I Permits for verification at any stage during the processing of the tender as well as at any time asked to produce.

I I We also understand that failure to produce the documents in "Prescribed Proforma" (wherever applicable) as well as failure to give requisite information in the prescribed Proforma may result in to rejection of the tender.

My I Our firm has not been banned I debarred I black listed at least for three years (excluding the current financial year) by any Government Department I State Government I Government of India I Board I Corporation I Government Financial Institution in context to purchase procedure through tender.

I I We confirm that I I We have meticulously filled in, checked and verified the enclosed documents I certificates I permissions I permits I affidavits I information etc. from every aspect and the same are enclosed in order (i.e. in chronology) in which they are supposed to be enclosed. Page numbers are given on each submitted

document. Important information in each document is "highlighted" with the help of "marker pen" as required.

The above certificates/ documents are enclosed separately and not on the Proforma printed from tender document.

I I We say and submit that the Permanent Account Number (PAN) given by the Income Tax Department is \_\_\_\_\_, which is issued on the name of \_\_\_\_\_ [Kindly mention here either name of the Proprietor (in case of Proprietor Firm) or name of the tendering firm;1, whichever is applicable].

I I We understand that giving wrong information on oath amounts to forgery and perjury, and I/We am/are aware of the consequences thereof, 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, this office reserves the right to take legal action on me/us.

I / We have physically signed &stamped all the above documents along with copy of tender documents (page no. ---- to -- ).

I I We hereby confirm that all our quoted items meet or exceed the requirement and are absolutely compliment with specification mentioned in the bid document.

My I Our Company has not filed any Writ Petition, Court matter and there is no court matter filed by State Government and its Board Corporation, is pending against our company .

I / We hereby commit that we have paid all outstanding amounts of dues/taxes/cess/charges/fees with interest and penalty.

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 Tender Committee for disqualification will be accepted by us.

Whatever stated above is true and correct to the best of my knowledge and belief.

Date:

Stamp & Sign of the Tenderer

Place:  
Notary)

(Signature and seal of the