

## Bid Document



### GUJARAT INFORMATICS LIMITED

Block No: 1, 8<sup>th</sup> Floor, Udhog Bhavan,  
Sector-11, Gandhinagar: 382 010  
Phone No: 23256022  
Fax No: 23238925

**Bid for purchase of 1 TB USB External Hard Disks on behalf of  
Office of the Commissioner of Commercial Tax, Ahmedabad**

**Last Date of Submission of Physical Bid along with Bid Processing Fees & EMD:  
16.09.2017 till 1500 hours**

**Date of Opening of Technical Bid: 16.09.2017 on 1700 hours**

**Bid Processing Fee: Rs. 1,500**

Gujarat Informatics Limited (herein after referred to as GIL), on behalf of Office of the Commissioner of Commercial Tax, Ahmedabad (herein after referred to as the Purchasers) for their requirement of 1 TB USB External Hard Disks invites physical sealed bids for purchase of 1 TB USB External Hard Disk (as specified in Bid Formats).

Your bid should reach at our office on or before 15:00 Hours, **16.09.2017** in sealed envelope with the heading **"Bid for purchase of 1 TB USB External Hard Disks on behalf of Office of the Commissioner of Commercial Tax, Ahmedabad."**

**Technical Bid will be opened on 1700 Hrs., 16.09.2017 at GIL office.**

**Terms and Conditions:**

1. The Bidder will have to remit Nonrefundable Bid Processing Fees of Rs. 1500/- & Earnest Money Deposit (E.M.D.) of Rs. 10,000/- on or before 16.09.2017, 1500 hours in a sealed cover at GIL office with the heading "Bid Processing fees & EMD for bid for supply of 1 TB USB External Hard Disk on behalf of Office of the Commissioner of Commercial Tax, Ahmedabad."
  - ✓ Bid processing fees must be in the form of Demand Draft in the name of "Gujarat Informatics Ltd." payable at Gandhinagar along with the covering letter. Please affix the stamp of your company on the overleaf of demand draft.
  - ✓ EMD shall be submitted in the form of **Demand Draft OR** in the form of an **unconditional Bank Guarantee (which should be valid for 9 months from the last date of bid submission)** of All Nationalized Bank including the public sector bank or Private Sector Banks or banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2016/328/DMO dated 01.05.2017 issued by Finance Department or further instruction issued by Finance department time to time in the name of "Gujarat Informatics Ltd." payable at Gandhinagar (as per prescribed format given at **as per prescribed format given at Annexure A**) and must be submitted along with the covering letter.  
**Note:** Failing to submit physical covers of EMD and bid processing fees at GIL on or before **16.09.2017** up to 1500 hours may lead to the rejection of the bid.
2. Brochures/website literature of the quoted model must be attached.
3. Vendor must sign and write page no. on all the papers.
4. Price should be inclusive of all freight, forwarding and installation charges.
5. Prices shall be in Indian Rupees. The prices shall strictly be submitted in the given format. The tax components GST as applicable shall be mentioned separately in the respective columns.
6. Delivery: Within **45 working days** after receipt of the P.O. from the Department.
7. Price validity should be of **90** days from the financial bid opening.
8. **Warranty:** Comprehensive onsite warranty for 1 year from the date of installation of the 1 TB USB External Hard Disk.
9. If equipment gives continuous trouble, say more than 3 times in one month during the warranty period, the bidder shall replace the same with new equipment without any additional cost to the purchaser.

10. Maintenance service: Free maintenance services shall be provided by the Bidder during **the period of warranty**.
11. In case, bidder is not providing satisfactory support & doing unwarranted delay in providing warranty support, Government offices reserves right to repair the equipment at risk & cost of the bidder.

**Maintenance/Warranty period Penalty:**

- During warranty period, if the complaint is not resolved within 48 hrs. from the time of reporting of the complaint, the penalty of Rs. 150 per day per item for External USB HDD will be levied. However, if the complaints are not resolved within 7 days, then from the 8th day till the 14th day, the penalty would be levied @ 150% and from 15th day onwards penalty @ 200% of the above rates would be levied. The amount of penalty will be recovered from the Performance bank guarantee during warranty period.
- The amount of Operational/Warranty period Penalty shall be subject to a maximum limit of 5% of the total contract value.

**Note:**

- Successful bidder should submit the Performance Bank Guarantee @ 5% of total order value for the duration of (for warranty period + extra 3 months) as per bid requirements. In any case, bidder is required to maintain 5% PBG at all time during the period of contract. In case of any penalty claimed from the submitted PBG during the contract period, the successful bidder is required to submit the additional PBG of the amount equal to the penalty claimed for the duration up to the validity of original Bank Guarantee.
12. 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/10/2016/328/DMO dated 01.05.2017 issued by Finance Department or further instruction issued by Finance department time to time. (The draft of Performance Bank Guarantee is attached herewith).
  13. 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).
  14. Unsuccessful/disqualified bidder's E.M.D. will be returned as promptly as possible but not later than 15 days after the expiration of the period of bid validity OR upon the successful Bidder signing the Contract, and furnishing the Performance Bank Guarantee @ 5% of the total order value as prescribed by GIL, whichever is earlier.
  15. The successful Bidder's E.M.D. will be returned upon the Bidder signing the Contract, and furnishing the Performance Bank Guarantee @ 5% of the total order value, offer of inspection of the ordered material and after completion of bid validity whichever is later.
  16. The EMD may be forfeited at the discretion of 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.
  - (iv) GIL also reserves the right to blacklist such bidder from participating in future tenders if sufficient cause exists

17. Payment will be done by indenting department as below:

- ✓ No advance payment will be done
- ✓ 100% payment after successful delivery, installation & inspection of the supplied hardware. The inspection will be done by GIL.

18. Penalty Clause for delay in delivery

- ✓ If the bidder fails to deliver and install the requisite hardware and software 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.
- ✓ The amount of penalty for delay in delivery & installation shall be subject to a maximum limit of 10% of the total contract value.
- ✓ 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.
- ✓ 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.

19. GIL reserves the right to change any bid condition or quantity of any item even after inviting/opening the bids, with/without prior notification.

20. The bidder will have to offer the inspection in the manner as decided by GIL before delivering to the respective sites or at customer sites. At the time of inspection, bidder is required to produce OEM's confirmation on OEM's Letter head with Sr. nos. of Equipment, for back to back warranty support as per tender terms and conditions.

21. The quantity mentioned in the price-quotation form is based on the requirements received by GIL from indenting departments.

22. The quantity may change at the time of finalization, depending on the requirements of indenting departments.

23. GIL reserves the right to cancel any or all of the bids without assigning any reasons.

24. All correction/addition/deletion shall require authorized countersign.
25. Bidder shall remain present at the time of bid opening as per the schedule decided by GIL.
26. Bidders can seek written clarifications at least 7 days before the date of submission of Bid to Deputy General Manager (Tech.), Gujarat Informatics Ltd., 8th Floor, Block No. 1, Udyog Bhavan Gandhinagar 382010. GIL will clarify and issue amendments if any. No further clarification what so ever will be entertained.
27. 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 technical evaluation will be carried out of the responsive bids. The financial bid of the technically qualified bidders will be opened. Successful bidder will be decided based on the item wise lowest quoted rates without tax as mentioned in the financial bid section.

Your bid should reach at our office on or before **1500 Hours, 16.09.2017** as mentioned below:

There shall be 3 sealed envelopes in the sealed main cover with the heading "**Bid for Purchase of 1 TB USB External Hard Disk on behalf of Office of the Commissioner of Commercial Tax, Ahmedabad.**"

1. A first separate envelop with the heading "**Bid processing Fees & EMD for Bid for purchase of 1 TB USB External Hard Disk on behalf of Office of the Commissioner of Commercial Tax, Ahmedabad**" 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 - Bid for purchase of 1 TB USB External Hard Disk on behalf of Office of the Commissioner of Commercial Tax, Ahmedabad**" 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 - Bid for purchase of 1 TB USB External Hard Disk on behalf of Office of the Commissioner of Commercial Tax, Ahmedabad**" 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 **16.09.2017 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, DGM (Technical),**  
Gujarat Informatics Limited  
Block No. 1, 8<sup>th</sup> Floor, Udyog Bhavan, Gandhinagar - 382010  
Phone No. 079-23259239, Fax No. 079-23238925,  
E-mail: [viveku@gujarat.gov.in](mailto:viveku@gujarat.gov.in)

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

## Make & Model List

Sr. No.	Item	Make & Model	Supporting Document uploaded? (Yes/No)
1.	1 TB USB External Hard Disk		

**Note: You may quote only one option against any item.**

### TECHNICAL MINIMUM SPECIFICATIONS of 1 TB USB External Hard Disk

Sr. No.	Item	Minimum Specification	Matched/ Not Matched	Deviation/ Remarks (If any)
1	1 TB USB External Hard Disk	External USB Hard disk – 1 TB, 5400 RPM, 8 MB Cache, Compatible with USB 3.0/2.0/1.1, without external power supply, Preformatted and hot plug-and-play, Transfer rate of 25 MB/Sec with USB 2.0 connectivity, Should run applications directly from drive, USB extension cable		

### Financial bid Format

#### Item No. 1 - 1 TB USB External Hard Disk

Sr. No.	ITEM	Qty. (In Nos.)	Unit Price with 1 Year Warranty (In Rs. Without tax)	Total Price with 1 Year Warranty (In Rs. Without tax)	Rate of GST (%)
A	B	C	D	E=C*D	F
1.	1 TB USB External Hard Disk	150			
<b>GRAND TOTAL</b>					

**Note:**

- L1 will be the lowest sum total of rates without tax with 1 year warranty**
- Successful Vendor will have to supply/provide goods with an Invoice from a place located within State of Gujarat.**



**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 bid for purchase of 1 TB USB External Hard Disks on behalf of Office of the Commissioner of Commercial Tax, Ahmedabad. 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:

(e) If a Bidder withdraws their Bid during the period of Bid validity

(f) If Bidder does not respond to requests for clarification of their Bid

(g) If Bidder fails to co-operate in the Bid evaluation process, and

(h) 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.

(iv) GIL also reserves the right to blacklist such bidder from participating in future tenders if sufficient cause exists



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

This guarantee will remain valid up to 9 months from the last date of bid submission. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that if this guarantee is extended for a period as mutually agreed between bidder & owner/purchaser, the guarantee shall be valid for a period so extended provided that a written request for such extension is received before the expiry of validity of guarantee.

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHASER 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 \_\_\_\_\_ 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/10/2016/328/DMO dated 01.05.2017 issued by Finance Department or further instruction issued by Finance department time to time.





**Performa of Contract-cum-Equipment**

**Performance Bank Guarantee**

(To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.

Date:

To

Name & Address of the Purchaser/Indenter

\_\_\_\_\_  
  
\_\_\_\_\_

Dear Sir,

In consideration of Name & Address of the Purchaser/Indenter, Government of Gujarat, Gandhinagar (hereinafter referred to as the OWNER/PURCHASER which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having awarded to M/s. .... having Principal Office at ..... (hereinafter referred to as the "SELLER" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the supply of \_\_\_\_\_ by issue of Purchase Order No..... Dated ..... issued by Gujarat Informatics Ltd. ,Gandhinagar for and on behalf of the OWNER/PURCHASER and the same having been accepted by the SELLER resulting into CONTRACT for supplies of materials/equipments as mentioned in the said purchase order and the SELLER having agreed to provide a Contract Performance and Warranty Guarantee for faithful performance of the aforementioned contract and warranty quality to the OWNER/PURCHASER, \_\_\_\_\_ having Head Office at (hereinafter referred to as the 'Bank' which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) to the OWNER/PURCHASER on demand at any time up to \_\_\_\_\_ without a reference to the SELLER. Any such demand made by the OWNER/PURCHASER on the Bank shall be conclusive and binding notwithstanding any difference between Tribunals, Arbitrator or any other authority.



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

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

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/10/2016/328/DMO dated 01.05.2017 issued by Finance Department or further instruction issued by Finance department time to time.



**CONTRACT FORM**

THIS AGREEMENT made 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 \_\_\_\_\_