



GUJARAT INFORMATICS LIMITED

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

**Bid for Purchase of Servers on behalf of Gujarat
State Biotechnology Mission, Gandhinagar**

(Tender No. HWT040817450)

Pre-bid meeting : 14.08.2017 on 1500 hours

Last Date of Submission of Bid : 24.08.2017 till 1500 hours

Last Date of Submission of Bid Processing Fees & EMD: 24.08.2017 till 1500 hours

Date of Opening of Bid : 24.08.2017 at 1700 hours

Bid Processing Fee: Rs. 5000

Gujarat Informatics Limited (hereinafter referred to as "GIL"), intend to invite offers through e-Tendering route for supply, installation, commissioning and maintenance of Servers on behalf of Gujarat State Biotechnology Mission, Gandhinagar. (Tender no. HWT040817450).

Eligibility Criteria for the bidder:

1. The bidder should have a total sum of turnover of Rs. 15 Crore (Minimum) in the last three financial years and the turnover of the last year should be at least Rs. 5 crores. The copies of Audited Annual Accounts for last three years shall be uploaded along with the bid. **(Form no. E-1)**
2. (a) The bidder must have one office in Gujarat. Please upload the copy of any two of the following: Property tax bill/Electricity Bill/Telephone Bill/VAT/CST Registration/Lease agreement. **(Form no. E-2). In case, bidder do not have office in Gujarat, bidder should give undertaking to open office in Gujarat within 45 days from the date of empanelment.**

(b) Bidder must ensure that the warranty support & service should be available up to delivery locations to provide repairing cum replacement services of faulty equipments within 48 hrs. Bidder is required to provide the name & address & contact details of the firm for providing warranty support & repairing cum replacement service up to delivery locations. **(Form no. E-3).**
3. The bidder must have at least 25 customer reference sites of local area network installation (Each Purchase order should include Router/ Switch/ I/Os along with Cat 6 cable & Cable laying) or 25 reference sites each of minimum 50 machine (compute) installations in India. Customer references & Purchase orders must be uploaded along with the bid. **(Form No. E-4).**
4. The bidder should be authorized by its OEM for Server, to quote this bid **(Form no. E-5).**
5. The Manufacturer of the product (OEM) should be ISO 9001:2008 Process Certified for manufacturing. ISO certificates are required for Server **(Form No. E-6)**

Note: 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.

The terms and conditions are as follows:

- 1 The last date of submission of bid on the website <https://gil.nprocure.com> is 1500 Hrs. 04.08.2017. **No physical bids will be accepted under normal circumstances.** However, GIL reserves the right to ask the bidders to submit the bid and/or any other documents in physical form.
- 2 The bid is non-transferable.
- 3 **The Bidder may quote only one option (i.e. only one product can be quoted) against each item.** Bidders are required to mention make & Model of the product (Do not write "OEM" against items as bidders are expected to give make & model of the product).
- 4 The bidder will have to supply, install, commissioning & maintain and provide operational training for supplied hardware, operating software and peripherals and carry out necessary integration at end user office.
- 5 In case the quoted Item is not available in the market, the bidder will have to supply Higher Version/replacement of that Item in the quoted cost in the same time duration with prior approval of GIL. No "End of Life" product should be quoted to minimize such instances. (Make & Model quoted by the bidder should be available till the bid validity, duly supported for spares/OEM support for warranty period).
- 6 The Bidder shall bear all the costs associated with the preparation and submission of its bid, and GIL will in no case will be responsible or liable for these costs, regardless of conduct or outcome of bidding process.
- 7 The bidder has to upload the compliance letter on its letter head duly signed by the authorized signature & other supporting documents as asked for in the bid in scanned format. Failing to submit the same or non-compliance/deviation from any bid terms and conditions, eligibility criteria or technical specifications may result in rejection of the bid.
- 8 The Bidder has to examine all instructions, forms, terms, conditions and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
- 9 Amendment of Bidding Documents (Corrigendum)
 - 9.1 At any time prior to the deadline for submission of bids, GIL may, for any reason, whether its own initiative or in response to the clarification request by a prospective bidder, modify the bidding documents.
 - 9.2 The corrigendum will be published on website <https://gil.nprocure.com>.
 - 9.3 In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids GIL, at its discretion, may extend the deadline for the submission of bids.
- 10 Bid Currency – Prices shall be quoted in Indian Rupees only.
- 11 The Bidder will have to remit **Non refundable Bid Processing Fees of Rs. 5,000/- & Earnest Money Deposit (E.M.D.) of Rs. 1,10,000/-** on or before 24.08.2017 up to 1500 hours in a sealed cover at GIL office with the heading "**Bid Processing fees & EMD for the e-Tender No. HWT040817450** for supply, installation, commissioning and maintenance of Servers on behalf of Gujarat State Biotechnology Mission, Gandhinagar."

- ✓ Bid processing fees must be in the form of Demand Draft in the name of "Gujarat Informatics Ltd." payable at Gandhinagar along with the covering letter. 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 24.08.2017 up to 1500 hours may lead to the rejection of the bid.

- 12 In case of non-receipt of Bid Processing fees & EMD as mentioned above within prescribed time the bid will be rejected by GIL as non-responsive.
- 13 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.
- 14 In exceptional circumstances, GIL may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its E.M.D. A Bidder granting the request will not be permitted to modify its bid.
- 15 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) 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).
- 16 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)
- 17 The successful Bidder's E.M.D. will be returned upon the Bidder signing the Contract, furnishing the Performance Bank Guarantee @ 5% of the total order value, offer of inspection of the ordered material, completion of GIL inspection, submit warranty certificate as asked in bid and after completion of bid validity whichever is later.
- 18 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."
- 19 The E.M.D. may be forfeited:
 - (a) if a Bidder withdraws its bid during the period of bid validity
 - (b) In case of a successful Bidder, if the Bidder fails:
 - (i) To sign the Contract as mentioned above or
 - (ii) To furnish performance bank guarantee as mentioned above or

- (iii) If the bidder is found to be involved in fraudulent practices.
- (iv) If the bidder fails to submit the copy of purchase order & acceptance thereof.
- (v) "If the successful bidder fails to submit the Performance Bank Guarantee & sign the Contract Form within prescribed time limit, the EMD of the successful bidder will be forfeited. GIL also reserves the right to blacklist such bidder from participating in future tenders if sufficient cause exists.

20 Termination for Default

- 20.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder (after providing notice/cure period of 30 days), terminate the Contract in whole or part:
- a) if the bidder fails to deliver any or all of the Goods within 45 working days from the date of purchase order, or within any extension thereof granted by the Purchaser or
 - b) if the Bidder fails to perform any obligation(s) under the Contract/Purchase order.
 - c) If the Bidder, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value of influence the action of a public official in the procurement process or in contract execution.

"fraudulent practice : a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the purchaser of the benefits of free and open competition;"

- 20.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause 20.1 above, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Bidder shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Bidder shall continue the performance of the Contract to the extent not terminated.

21 Price shall be inclusive of all freight, forwarding, transit insurance and installation charges.

22 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.

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

24 Modification and Withdrawal of Bids

- 24.1 No bids will be allowed to be modified subsequent to the final submission of bids.
- 24.2 No bid will allowed to be withdrawn in the interval between the deadline for submission of bids and the expiry of the bid validity. Withdrawal of a bid during this interval will result in the forfeiture of bidder's E.M.D.

25 Bids will be opened in the presence of Bidder's representatives, who choose to attend. The Bidder's representatives who are present shall sign a register/attendance sheet evidencing their attendance. The representative will be held responsible for all commitments made on behalf of the bidder and that will be considered valid for all further dealings related to this tender process. In the absence of the bidder(s), the tender committee may choose to open the bids as per the prescribed schedule.

- 26 The Bidder's names, Bid modifications or withdrawals, discounts and the presence or absence of relevant E.M.D. and such other details as GIL/GOG officer(s) at their discretion, may consider appropriate, will be announced at the opening.
- 27 **Evaluation of the bids:** After the closing time of submission, GIL/GOG committee will verify the submission of Bid Processing Fees & EMD as per bid terms and conditions. The eligibility criteria evaluation will be carried out of the responsive bids. The technical bids of the bidders who are complying with all the eligibility criteria will be opened and evaluated next. 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 with warranty and then called for further negotiations if required.
- 28 As per the provision in Electronics & IT/ITeS Start-up Policy Resolution No. ITS/10/2015/5284/IT dated 6th June, 2016 issued by Department of Science & Technology; in e-Governance project undertaken by Government Departments or its Boards, Corporations or parastatal bodies getting grants from the Government, the chosen solution provider or system integrator will pass on job work or will outsource part of the work of a value ranging between 5% to 10% of the contract value to the eligible start-ups and to students of shortlisted Technical Colleges in Gujarat. In such arrangements, the responsibility of meeting SLAs (Service Level Agreements) will continue to belong to the solution provider or the system integrator.
- 29 **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. The cost of the same has to be borne by the supplier. Any deviation found in the specification of the produced goods or delivered goods after inspection from the tender specifications will lead to the cancellation of the order, forfeiture of EMD/PBG and prohibition in the participation in the future purchase of Government of Gujarat. GIL/GoG will not be responsible for any time delay which may arise due to any deviation from the bid technical specification found at the time of inspection and the bidder has to deliver and install the ordered goods within prescribed time limit.
- At the time of inspection, bidder is required to produce OEM's confirmation on OEM's Letter head with Sr. nos. of Equipment, Software supplied for back to back warranty support as per tender terms & conditions.
- 30 The indenter's right to inspect, test and, where necessary, reject the Goods after the Goods arrival at Customer Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
- 31 **Delivery & installation:** Within **45 working days** from the date of confirmed purchase order.
- 32 In case of successful bidder is found in breach of any condition(s) of bid or supply order/work order, at any stage during the course of supply / installation or warranty period, the legal action as per rules/laws, shall be initiated against the empanelled bidder and EMD/PBG shall be forfeited, besides debarring and blacklisting the bidder concerned for the time period as decided by Govt., for further dealings with GoG.
- 33 Bids shall be valid for **90 days** after the date of financial bid opening. A bid valid for a shorter period shall be rejected as non-responsive. If required, GIL may extend the bid validity for further period from the date of expiry of bid validity in consultation with the successful bidder.
- 34 Bidders are required to quote all items including optional add-ons as well. Incomplete bids will be treated as non-responsive and will be rejected.

35 The Bidder/System Integrator will be required to co-ordinate with software vendor and/or do liaisoning with other service provider to achieve the end-to-end connectivity. This also includes OS configuration with respect to LAN/WAN technologies implementation.

36 Penalty Clause for delay in delivery & installation

36.1 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.

36.2 The amount of penalty for delay in delivery & installation shall be subject to a maximum limit of 10% of the total contract value.

36.3 Delay in excess of 10 weeks will be sufficient to cause for termination of the contract. In that case the Performance Bank Guarantee of the bidder will be forfeited.

36.4 In case, the selected bidder does not supply the ordered items for any reason, the bidder will be liable to pay the difference amount to the purchaser, over and above the performance guarantee, which indenter department has to pay to the next or other selected bidder for purpose of the said items.

37 Warranty

37.1 **Warranty:** Comprehensive onsite warranty for 5 years from the date of installation of items.

37.2 If any 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.

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

37.4 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.

38 Operational/Warranty period Penalty:

38.1 During warranty period, if the complaint is not resolved with in 48 hrs the penalty of Rs. 500 per day for server will be levied. However, if the complaints not resolved within 7 days then from 8th day to 14th day, 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.

38.2 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.

For example, For 5 years warranty "X" amount of penalty will be claimed during the 5th month of contract period (for , then bidder is required to submit the additional PBG of "X" amount for the period of 58 months i.e. 63 months - 5 months.

- 39 **Payment:** Payment for Goods and Services shall be made by the indenting department in Indian Rupees as follows:
39.1 No advance payment will be made.
39.2 90% payment after successful inspection and delivery of the ordered goods. The inspection will be done as decided by GIL.
39.3 Remaining 10% payment will be made after installation of the ordered goods.
- 40 GIL reserves the right to change any bid condition of any item even after inviting the bids, with/without prior notification.
- 41 GIL's Right to accept any Bid and to reject any or all Bids – GIL reserve the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to awarding the Contracts, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for such decision.
- 42 The quantity mentioned in this Bid is as per indents received by GIL. During the validity of Bid, any Govt. Dept can place purchase order for any item at finalized rates under this bid, hence successful vendor will have to accept purchase orders during the validity of Bid period.
- 43 The tendered quantities are estimated based on the receipt of the requirement from various Government offices. The quantities may decrease up to 50% of the bid quantity or increase up to 30% of the bid quantity 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.
- 44 All correction/addition/deletion shall require authorized countersign.
- 45 **Limitation of Vendor's Liability:** Notwithstanding anything contained in the Contract, Vendor's liability will be only for actual direct damages and shall be capped and limited to double the charges or the amounts paid or due and payable to Vendor for the Services that are the subject of the claim.
- 46 Force Majeure Shall mean and be limited to the following:
a) War / hostilities
b) Riot or Civil commotion
c) Earthquake, flood, tempest, lightening or other natural physical disaster.
d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order by the BIDDER.

The BIDDER shall advise GIL by a registered letter duly certified by the local statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over two months, if arising out of causes of Force Majeure, GIL reserves the right to cancel the order.

Completion period may be extended to circumstances relating to Force Majeure by the GIL. Bidder shall not claim any further extension for completion of work. GIL/GoG shall not be liable to pay extra costs under any conditions.

The BIDDER shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken in to consideration or not in their quotations. In the event of any Force Majeure cause, the BIDDER shall not be liable for delays in performing their obligations under this order and the delivery dates can be extended to the BIDDER without being subject to price reduction for delayed delivered, as stated elsewhere.

It will be prerogative of GIL/GoG to take the decision on force major conditions and GIL/GoG decision will be binding to the bidder.

- 47 The Clarifications must be submitted in writing to GIL at least 5 days before the pre-bid meeting date. Thereafter the clarifications received from the bidders will not be entertained.

The bid should be submitted on the website <https://gil.nprocure.com> on or before 1500 Hrs., 24.08.2017. Please address all queries and correspondence to

Shri Vivek Upadhyay, DGM (Tech.),
Gujarat Informatics Limited
Block-1, 8th Floor, Udyog Bhavan,
Gandhinagar – 382010
Phone No. 079-23259239, Fax No. 079-23238925
E-mail: viveku@gujarat.gov.in

Fax/email should be followed by the post confirmation copy

SECTION I

Bid Processing Fees & Earnest Money Deposit Details

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

ELIGIBILITY CRITERIA

Form no. E1 Financial strength of the bidder

Financial Year	Turnover (Rs. In Crores)	Audited Accounts submitted? (Yes/No)

Note: Please fill this form and upload the audited Annual Accounts for the last three financial years.

Form no. E2 Office in GUJARAT

Sr. No.	Address	Contact Person	Contact nos.	Type of supporting document uploaded
1				
2				

Note: You may mention more than one office (if applicable) by adding multiple rows

Form no. E3 Warranty support & repairing cum replacement service up to delivery locations

Sr. No.	Address	Contact Person	Contact nos.	Type of supporting document uploaded
1				
2				
3				

Note: You may mention more details by adding multiple rows

Form No. E4 Experience Details (Customer References)

Sr. No.	Name of the Organization	Contact Person	Contact telephone no. & Address	Date/Period of implementation	No. of LAN sites/No. of Installations	Type of Supporting Document uploaded

Note: Please fill this form and submit the supporting documents for each customer reference in scanned format. Failing the same may lead to the rejection of the bid.

Form no. E5 Authorization Letters

Item	Make & Model	Name of OEM	Authorization letter uploaded? (Yes/No)
Server			
Monitor			

Form no. E6: ISO 9001:2008 certification for Manufacturing

Sr. No.	Item	Make & Model	Name of OEM	ISO certification valid up to	ISO certification submitted? (Yes/No)
1.	Server				

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

SECTION II

Make & Model List

Sr. No.	Item	Make & Model	Supporting Document uploaded? (Yes/No)
1.	Server		
2.	Monitor		

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

Form no. T2 (TECHNICAL MINIMUM SPECIFICATIONS)

Sr. No.	Item		Matched/ Not Matched	Deviation/ Remarks (If any)
Rack Based Server				
1	Form Factor/Chassis	Mini-Tower with tool-less entry and maintenance		
	Processor	Dual Intel Xeon E5-2650 V4 processor (12 cores, 2.2GHz) or higher		
	Motherboard	Intel® C612 Chipset or better on Intel or equivalent OEM motherboard		
	Graphics	On Board Graphics		
	Expansion Slots	Minimum 2 PCIe x16 Gen3		
	Memory	128GB DDR4 2133MHz RDIMM expandable up to 1TB		
	HDD	1x400 GB SSD or higher + 3x4TB SATA		
	Storage Controller	Integrated: SATA/SAS HW RAID controller 12Gb/s (1GB cache) supports software RAID 0, 1, 10, 5		
	Graphic Card	1 x AMD FirePro W5100 4GB (4 DP) or better		
	Gigabit Network Port	Dual Gigabit Ethernet controllers with remote wake up		
	PORTS/CONNECTORS	Front : Minimum 2 USB ports (1 USB 3.0) Rear: Minimum 4 USB ports (2 USB 3.0), 1 PS2, 2 RJ45, 1 Serial		
	Optical Drive	8x DVD+/-RW		
	Keyboard & Mouse	USB Keyboard & Mouse		
	Power Supply	Externally accessible, tool-less power supply (600W or higher)		
	Monitor	23" or higher IPS Display from Same OEM (Min. 1 DP) (min. resolution 1920x1080)		
	Security	Trusted Platform Module (TPM 1.2), Intrusion switch/sensor, Setup/BIOS Password, side panel lock		
	Management hardware System Management Software	Integrated System Management Processor or Integrated BMC Controller		
	Pre-failure alerts for processor, memory and hard disks, Unattended and selectable remote boot and remote diagnostics, ECC with error reporting			
Operating System	Ubuntu Linux			
Certifications	RoHS, UL, CE/FCC or equivalent third party certification from reputed Agency			

SECTION III

Form no. F1 – FINANCIAL BID FORMAT

Sr. No	ITEM	Qty. (In Nos.)	Unit Prices with Warranty (In Rs. Without tax)	Total Price (In Rs. Without tax)	Rate of GST (%)
A	B	C	D	E=C*D	F
1	Server	11			
Grand Total					

Note:

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

Performa of Compliance letter/Authenticity of Information Provided

(On Non judicial Stamp paper of Rs.100 duly attested by the First class Magistrate/Notary Public)

Date:

To,
DGM (Tech.)
Gujarat Informatics Ltd.
Block-1, 8th Floor,
Udhyog Bhavan, Gandhinagar.

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

Ref: Tender No. HWT040817450

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.2017**

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 _____ 2017

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

Annexure A

Format of Earnest Money Deposit in the form of Bank Guarantee

Ref: Bank Guarantee No.
Date:

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

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the Tender no: HWT040817450 KNOW ALL MEN by these presents that WE ----- having our registered office at ----- (hereinafter called "the Bank") are bound unto the Gujarat Informatics Limited in the sum of ----- for which payment well and truly to be made to Gujarat Informatics Limited , the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day of -----2017.

THE CONDITIONS of this obligation are:

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

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

This guarantee will remain valid up to 9 months from the last date of bid submission i.e. DD.MM.20XX. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER further agrees that if this guarantee is extended for a period as mutually agreed between bidder & owner/purchaser, the guarantee shall be valid for a period so extended provided that a written request for such extension is received before the expiry of validity of guarantee.

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHAER of its liability with reference to the matters aforesaid or any of them or by reason or any

other acts of omission or commission on the part of the OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

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

Dated at _____ on this _____ day of _____ 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



**Proforma 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/PURCHAER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

The Bank also agree that the OWNER/PUCHASER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the SELLER and not

withstanding any security or other guarantee that the OWNER/PURCHASER may have in relation to the SELLER's liabilities.

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

Dated at _____ on this _____ day of _____ 2017.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &
Its official Address

List of approved Banks

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

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 _____