



GUJARAT INFORMATICS LIMITED

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

**Bid for Annual Maintenance Contract of Air-
conditioners on behalf of Department of Science &
Technology, Gandhinagar**

Tender No. HWT060917461

Last Date of Submission of Bid : **20.09.2017 till 1500 hours**

Date of Opening of Bid : **20.09.2017 at 1700 hours**

Bid Processing Fee: Rs. 500/-

Gujarat Informatics Limited (hereinafter referred to as “GIL”), on behalf of Department of Science & Technology, Gandhinagar (hereinafter referred to as “PURCHASER”) invites offers in sealed envelopes for Annual Maintenance Contract of Air-conditioners installed at RU units under SICN network on behalf of Department of Science & Technology, Gandhinagar. (Tender no. HWT060917461)

Scope of Work:

- 1 There are total 10 Remote Units (RUs) in Gandhinagar under Sachivalaya Integrated Communication Network (SICN) project.
- 2 Active Network Switches & other related networking equipments are installed in the Remote Units.
- 3 For proper functionality of these networking equipments, Air-conditioners (as per Annexure A) are installed in all the Remote units.
- 4 The bidder is required to carry out the Annual Maintenance of all the existing Air-conditioners installed at Remote Units in Sachivalaya.
- 5 The bidder is required to provide repair/replacement of all the spare parts including compressor during the AMC.
- 6 The bidder has to provide at least 4 services annually i.e. 1 service each at beginning of every quarter for each AC during the AMC.
- 7 During the term of this contract, the bidder will have to maintain the Air-Conditioner in good working order and for this purpose will provide the following repair and maintenance service:
 - a) The bidder shall correct any faults and failures in the Air-conditioner (AC) and shall repair and replace worn or defective parts of the AC during the normal working hours on all working days. In cases where unserviceable parts of the AC, need replacement, the bidder shall replace such parts, at no extra cost with brand new parts or those equivalent to new parts in performance. The bidder shall further ensure that the AC is not down at any time for want of spare parts. Each and every component including compressor covered under the AMC.
 - b) The bidder shall provide repair and maintenance service, in response to oral including telephone notice and such services should be available for a period of 10 hours from 10 a.m. to 8 p.m. on all working days.
 - c) The bidder shall ensure 24 hours response time (i.e. total time taken by the bidder between registering the complaint and attending the complaint).
 - d) Qualified maintenance manpower totally familiar with the AC shall perform all repair and maintenance service.
 - e) The bidder shall maintain at each RU, a written maintenance and repair log; and shall record therein each incident of AC malfunction, date and time of commencement and successful completion of repair work and nature of repair work performed on the AC together with a description of the cause for work, either by description of the malfunction or as regularly scheduled Preventive Maintenance. GoG shall use the same log for recording the nature of faults and failures observed in the AC, the date and time of their occurrence and the date and time of their communication to the bidder.
 - f) In case if the bidder is not able to repair the original equipment, the bidder shall supply the new substitute of same specifications or of higher specifications of reputable brand, with prior approval of GoG.

- g) Failure in adhering to any of the terms and conditions mentioned in the scope of work will attract penalty clause.
- h) The quantities mentioned in the bid document are based on the records of GoG. The bidder has to ensure the details mentioned in Annexure-A during the site visit. The bidder may communicate to GoG in case of deviation found prior to the submission of the bid. No communication in such case will be entertained after the submission of the bid.
- i) During the period of contract, in any dispute arising between GoG and the bidder, the decision of GoG will be considered final.

The Terms and Conditions are as follows:

- 1 The bid is non-transferable.
- 2 The last date of submission of physical sealed bid at Gujarat Informatics Limited, Block no. 1,8th Floor, Udhog Bhavan, Sector 11, Gandhinagar is on or before 1500 Hrs. 20.09.2017.
- 3 The original bid document itself duly signed (all pages) by the authorized signatory needs to be included as a part of the technical bid.
- 4 The bidder shall bear all the costs associated with the preparation and submission of its bid, and GIL in no case will be responsible or liable for these costs, regardless of conduct or outcome of bidding process.
- 5 The bidder has to submit the compliance letter on its letter head duly signed by the authorized signature and 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.
- 6 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.
- 7 Amendment of Bidding Documents (Corrigendum)
 - 7.1 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.
 - 7.2 The corrigendum will be published on website www.gil.gujarat.gov.in.
 - 7.3 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.
- 8 Bid Currency – Prices shall be quoted in Indian Rupees only.
- 9 The bidder will have to remit Non refundable bid processing fees of Rs. 500/- and Earnest Money Deposit (E.M.D.) of Rs. 3,000/- (Refundable) in the separate sealed cover should be remitted along with the bid.

a. 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.

b. EMD as mentioned above shall be submitted in the form of Demand Draft OR in the form of an unconditional Bank Guarantee by Bank Guarantee (which should be valid for 6 months from the last date of bid submission) of any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2016/328/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 (in the format specified in Annexure A) and must be submitted along with the covering letter.

Please affix the stamp of your company on the overleaf of demand draft in case the EMD in the form of DD.

- 10 In case of non-receipt of Bid Processing fees and EMD as mentioned above within prescribed time the bid will be rejected by GIL as non-responsive.
- 11 The bidder must be Authorized Dealer / Distributor / Re-seller or must have carried out at least 5 AMC contracts of ACs to quote this bid.
- 12 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.
- 13 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.
- 14 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 the duration of AMC + 90 days from any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2016/328/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).
- 15 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)
- 16 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 and offer of inspection of the ordered material.
- 17 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.

18 Termination for Default:

18.1 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 perform any other obligation(s) under the Contract/Purchase order.
- b) If the bidder, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value of influence the action of a public official in the procurement process or in contract execution.

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

18.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause 18.1 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.

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

20 The prices shall strictly be submitted in the given format. The tax components like G.S.T. as applicable shall be mentioned separately in the respective columns.

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

22 Modification and Withdrawal of Bids

22.1 No bids will be allowed to be modified subsequent to the final submission of bids.

22.2 No bid will be allowed to 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.

23 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.

24 **Evaluation of the Bids:** After the closing time of submission, GIL/GOG committee will verify the submission of Bid Processing Fees and EMD as per bid terms and conditions. After that, the committee will verify for the authorization to quote this bid. The financial bid of qualified bidders will be opened **and financially L1 bidder will be decided from the sum total of prices for all line items without tax** and then called for further negotiations if required.

25 The order may be split among a number of technically qualified bidders at the discretion of GIL/Purchaser. The bidder with overall competitive quote will be given preference on the ordered quantity.

- 26 In case of bidder is found in breach of any condition(s) of bid or supply order/work order, at any stage during the course of supply / installation or warranty period, the legal action as per rules/laws, shall be initiated against the 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.
- 27 Bid validity will be of **90 days after the date of financial bid opening**. A bid valid for shorter period shall be rejected as non-responsive. **If required, GIL may extend the bid validity for further period from the date of expiry of bid validity in consultation with the successful bidder.**
- 28 **Payment:** Payment for Goods and Services shall be made by the Purchasing Department in Indian Rupees as follows:
 - 28.1 No advance payment will be made.
 - 28.2 Payment will be made Quarterly after the end of the quarter.
- 29 **Penalty Clause:**
 - 29.1 If the bidder fails to perform as per Scope of work, then a sum equivalent to 0.5 % of the annual contract value shall be deducted from the payment for each calendar week of delay or part thereof for each non-responsive event.
 - 29.2 The amount of such penalties shall be subject to a maximum limit of 5% of the annual contract value.
 - 29.3 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.
 - 29.4 In case, the selected bidder does not provide AMC for any reason, he 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.
 - 29.5 Successful bidder should submit the Performance Bank Guarantee @ 5% of total order value for the duration of (for AMC period + extra 3 months) as per bid requirement. In any case, bidder is required to maintain 5% PBG at all time during the period of contract. In case of any penalty claimed from the submitted PBG during the contract period, the successful bidder is required to submit the additional PBG of the amount equal to the penalty claimed for the duration up to the validity of original Bank Guarantee. For example, "X" amount of penalty will be claimed during the 5th month of contract period, then the bidder is required to submit the additional PBG of "X" amount for the period of 10 months i.e. 15 months - 5 months.
 - 29.6 In case, bidder is not providing satisfactory support & doing delay in providing AMC support, Government offices reserves right to repair the equipment at risk & cost of the bidder.
- 30 GIL reserves the right to change any bid condition of any item even after inviting the bids, with/without prior notification.
- 31 GIL reserves the right to cancel any or all of the bids without assigning any reasons.
- 32 All correction/addition/deletion shall require authorized countersign.
- 33 **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.

- 34 Force Majeure Shall mean and be limited to the following:
- War / hostilities
 - Riot or Civil commotion
 - Earthquake, flood, tempest, lightening or other natural physical disaster.
 - 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.

- 35 The Clarifications must be submitted in writing at GIL at least 10 days before the submission date. Thereafter the clarifications received from the bidders will not be entertained.

Your bid should reach at our office on or before 1500 Hours 20.09.2017 as mentioned below:

There shall be 3 sealed envelopes in the sealed main cover with the heading "Bid for Annual Maintenance Contract of Air-conditioners installed at RU units under SICN network on behalf of Department of Science & Technology, Gandhinagar. (Tender no. HWT060917461):

- A first separate envelop with the heading "Bid processing Fees & EMD for Tender for Annual Maintenance Contract of Air-conditioners installed at RU units under SICN network on behalf of Department of Science & Technology, Gandhinagar. (Tender no. HWT060917461) containing the E.M.D. & Bid Processing Fees in the form of Demand Draft in the name of "Gujarat Informatics Ltd."
- The second envelope marked as Technical bid with heading "Tender for Annual Maintenance Contract of Air-conditioners installed at RU units under SICN network on behalf of Department of Science & Technology, Gandhinagar. (Tender no. HWT060917461) with properly sealed and marked. Each and every page of the bid must be signed and stamped by the bidder.
- The Third envelope marked as financial bid with heading "Financial Bid -" Tender for Annual Maintenance Contract of Air-conditioners installed at RU units under SICN network on behalf of Department of Science & Technology, Gandhinagar. (Tender no. HWT060917461)" 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 20.09.2017 at 1700 Hours at GIL, Block No. 1, 8th Floor, Udhog 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, 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 and Earnest Money Deposit Details:

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

Authorized Dealer / Distributor / Re-seller or must have carried out at least 5 AMC contracts of ACs to quote this bid:

Name of Bidder	Authorized Dealer / Distributor / Re-seller or must have carried out at least 5 AMC contracts of ACs to quote this bid? (Yes/No)	Type of supporting document submitted

Note: Please fill this form and submit the supporting document.

Annexure A

List of RUs & qty. of AC in each RU:

Sr. No.	Remote Unit	Qty.	Make & Model of AC
1	Vidhansabha Main RU	2	2.0 ton Split AC – 3 star rating Voltas make
2	Old Sachivalaya (RU1)	2	
3	Old Sachivalaya (RU2)	2	
4	Sector 19 RU	2	
5	Sector 20 RU	2	
6	Krushhi bhavan RU	2	
7	Police Bhavan RU	2	
8	Udhyog bhavan RU	2	
9	Block 5 RU (New Sachivalaya)	2	1.5 ton Split Air Conditioner Split Air Conditioner – 5 star rating LG-L-Maxima
10	Block 12 RU (New Sachivalaya)	2	

Annexure I

Financial Bid Format:

Sr. No.	ITEM	Quantity (In Nos.)	Unit AMC Charges per year (In Rs.) (Without tax)	Total AMC Charges per year (In Rs.) (Without tax)	Rate of Tax (%)
A	B	C	D	E=C*D	F
1	2.0 ton Split AC – 3 star rating Voltas make	16			
2	1.5 ton Split Air Conditioner Split Air Conditioner – 5 star rating LG-L-Maxima	4			
Grand Total					

Note:

1. L1 will be the lowest sum total of rates without tax.
2. The Bidder shall explicitly mention the applicable rate of tax.

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. HWT060917461

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 **xx/xx/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 B

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: HWT060917461 for Bid for Annual Maintenance Contract of Air-conditioners on behalf of Department of Science & Technology, Gandhinagar KNOW ALL MEN by these presents that WE -----
----- having our registered office at ----- (hereinafter called "the Bank") are bound unto the _____, Gujarat Informatics Limited in the sum of ----- for which payment well and truly to be made to Gujarat Informatics Limited, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day of -----
-----2017.

THE CONDITIONS of this obligation are:

1. The E.M.D. may be forfeited:

- a. if a Bidder withdraws its bid during the period of bid validity
- b. Does not accept the correction of errors made in the tender document;
- c. In case of a successful Bidder, if the Bidder fails:
 - (i) To sign the Contract as mentioned above within the time limit stipulated by purchaser or
 - (ii) To furnish performance bank guarantee as mentioned above or
 - (iii) If the bidder is found to be involved in fraudulent practices.
 - (iv) If the bidder fails to submit the copy of purchase order & acceptance thereof.

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

This guarantee will remain valid up to 6 months from the date of bid submission. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that 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/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 Commercial Banks or Co-Operative & Rural 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 and Address of the Purchaser/Indenter

Dear Sir,

In consideration of <<Name and Address of the Purchaser/Indenter, Government of Gujarat>> (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 <<Department Name>> 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/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 notwithstanding 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 and on Behalf of

Name of the Bank and Branch and
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/10/2016/328/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 _____, 2015 ____ 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 _____