



**GUJARAT INFORMATICS LIMITED**

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C & D Wing, Sector-10A, Gandhinagar: 382 010  
Phone No: 23256022, Fax No: 23238925

**Revised Bid Document Dated 06.11.2018**

**Bid for Purchase of  
Strong Motion Accelerographs, Earthquake Early Warning  
System (EEWS) & Rapid Notification System (RNS) on  
behalf of Institute of Seismological Research,  
Gandhinagar, Department of Science & Technology, Govt.  
of Gujarat.**

**Tender No. HWT111018520**

Pre bid Meeting : 22.10.2018 at 1500 hours (Concluded)

Last Date of Receipt of Bid : 22.11.2018 till 1500 hours

Last Date of Submission of Bid Processing Fees & EMD: 22.11.2018 till 1500 hours

Date of Opening of Bid : 22.11.2018 at 1700 hours

**Bid Processing Fee: Rs. 17,700/- (Including G.S.T.)**

Gujarat Informatics Limited (hereinafter referred to as "GIL"), intend to invite offers through e-Tendering route for supply, installation, commissioning and maintenance of Strong Motion Accelerographs (SMA), Earthquake Early Warning System (EEWS) & Rapid Notification System (RNS) on behalf of Institute of Seismological Research (ISR), Gandhinagar, Department of Science & Technology, Govt. of Gujarat (Tender no. HWT111018520).

### **Eligibility Criteria for the bidder:**

The entities eligible for participating in the bid process shall be any one of the following two categories:

- Category 1: A Single Bidder
- Category 2: A Consortium of bidders as defined below (hereinafter referred to as "Consortium"). In case, foreign company wants to quote in this bid and he does not have presence in India, then they may quote through their authorized Indian entity.
  1. The consortium of maximum two (2) partners is allowed to participate in the bid. Either partner should fulfill eligibility criterion pertaining to their area of competence and one of them would be considered as Prime bidder as decided by them to whom the project would be given for execution and the Prime bidder would be responsible for execution of the complete project and comply with all terms & conditions of the bid.
  2. A consortium agreement must be submitted on Rs. 100 stamped paper duly signed by the consortium member. The consortium agreement must clearly specify the eligibility criterion which they fulfill and outline their roles and responsibilities.
  3. The authorized signatories of the consortium members should execute a Power of Attorney to nominate one person of the Prime bidder as an authorized signatory of the consortium. All authorized signatories of consortium members should submit Board resolutions by their respective entities in order to support their authorization to sign the document.
  4. The authorized signatory should sign all communications including the proposal and it shall be binding on both the consortium members.
  5. Every consortium member shall furnish an undertaking on the letter head of their respective companies stating that they have read and understood the entire tender document and agree with all the terms and conditions stated in the bid.
  6. A consortium member cannot participate as a member of any other consortium or apply in its individual capacity for this Project.
  7. The composition of consortium shall not be changed during bidding or period of contract including implementation and operation of this project.
  8. The purchase order will be issued to prime bidder. The performance bank guarantee will have to be submitted by the prime bidder and the payment will be released to prime bidder.

**(Please see Prescribed Format: Draft consortium Agreement)**

### **Item no. 1. Strong Motion Accelerographs (SMA)**

1. The bidder/any consortium partner should have average annual turnover of INR 50,00,000/- for the last two years. The copies of Audited Annual Accounts for last two years shall be attached along with the bid. **(Form no. E-1)**
2. The bidder/any consortium partner/OEM should have experience of having supplied Strong Motion Accelerographs. Bidders should have completed a single project of similar type costing not less than INR 50, 00,000/- in the last 10 years. Multiple purchase orders of Rs. 50 Lakhs in the last 10 years will be acceptable. **(Form No. E-2)**
3. The bidder should be authorized by its OEM to quote this bid **(Form no. E-3)**.
4. The bidder/any consortium partner can be an OEM directly or authorized Indian representative of the manufacturer, who must have manufactured, tested and supplied at least 25 units of the SMA similar to the type specified in this bid to any of the reputed organization / institute globally within last 10 years. The Goods/Software and services offered for supply must be of the most recent versions / models

incorporating the latest improvements in design. Further, OEM should be in continuous business of manufacturing products similar to that specified in the technical specifications section of each item during the last 3 years prior to bid opening, and should not be blacklisted by Indian or any state Govt. or any Govt. board/Nigam/institute/society/corporations etc.

(a) Bid of bidder/any consortium partner quoting as authorized representative of a manufacturer meeting with the above requirement in full can also be considered provided.

(b) The manufacturer furnishes authorization assuring full guarantee and warranty obligations

(c) The bidder/any consortium partner has supplied, installed and commissioned satisfactorily at least 25 units of the SMA, which must be in satisfactory operation till Dec 2017 and must be providing annual maintenance services for the above installation.

5. The bidder/any consortium partner shall furnish the information on the past supplies and satisfactory performance.
6. Bidder/OEM will have to submit the OEM consent letter on OEM letter head with clearly mentioning that for supplied items by OEM, the OEM will provide support and warranty. **(Please see Prescribed Format: OEM consent letter)**

### **Item no. 2. Earthquake Early Warning System (EEWS)**

The bidder should provide the necessary software for EEW system at central site and it should be customized and fine-tuned as per local requirement.

### **Item no. 3. Rapid Notification System (RNS):**

The bidder should provide the necessary software for RNS system at central site and it should be customized and fine-tuned as per local requirement.

### **Important Note:**

(a) Bid of bidders quoting as authorized representative of a manufacturer meeting with the above requirement in full can also be considered provided.

(b) The manufacturer furnishes authorization assuring full guarantee and warranty obligations.

(c) The bidder shall furnish the information on the past supplies and satisfactory performance for all above three items.

1. The authentic certificates / testimonials in proof of possessing above minimum eligibility criteria shall have to be enclosed with the tender documents failing which the tender shall be rejected out rightly. (An audited balance sheet with I.T. return and VAT/Service Tax/GST documents to be enclosed for last two consecutive years).
2. The bidders will have to quote all the items.
3. If someone does not have Sales office or doing sales in India then it is not mandatory to enclose the VAT/service Tax/GST documents.
4. If someone doing consortium and prime bidder from out of India then it is not mandatory to enclose the VAT/service Tax/GST documents.
5. Further, an audited balance sheet of last two financial years required (i.e. 2015-16, 2016-17) as per Form E1.
6. If bidder does not have an audited balance sheet of last two financial years then previous two financial year's audited balance sheet (2015-16, 2016-17) can be uploaded.

**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.

**Process for purchase of Legally valid Digital Signature Certificate (DSC)– Class - IIIB :-**

The Digital Certificate can be taken from (n)Code Solutions, a Certifying Authority licensed by the CCA, Government of India.

**Steps:-**

1. Download / obtain Application form for DSC from <https://www.ncodesolutions.com/PDF/Enterprise-IIb-IIIb-IIIc.pdf> and take a print of the form.
2. Submit required documents with duly filled form to the nearest Local Registration Authority of (n)Code.
3. (n)Code sends you an e-mail for verification which you have to reply to.
4. (n)Code will send authorization codes by mail / courier to you .
5. Using these codes you can download the Digital Certificate.
6. This Digital Certificate can be downloaded on you PC or on the e-Token.

In case bidder needs any clarification or if training is required for obtaining a DCS, they can contact: (n)Code Solutions (A Division of GNFC)

Board : 079- 2685 7316 / 17 / 18 Ext : 325  
Fax : +91- 79 -2685 4514

In case bidder need any clarification or if training required for participating in online tender, they can contact (n)Procure Support team: -

(n)code Solutions-A division of GNFC Ltd.,  
301, GNFC Infotower,  
S.G. Road, Bodakdev,  
Ahmedabad – 380054 (Gujarat)

Email: [nprocure@ncode.in](mailto:nprocure@ncode.in)  
Toll Free Number: 1-800-233-7944  
Phone: 079-26854511, 26854512, 26854513  
Fax: 079-26857321

More details on; please visit: <https://www.nprocure.com/html/faq.asp>

**Scope of Work:**

**Item no. 1. Strong Motion Accelerograph (SMA):**

- A strong motion accelerograph can be referred to as a strong motion seismograph, or simply an earthquake accelerometer. They are usually constructed as a self-contained box, more commonly now being connected directly to the Internet. Strong Motion Accelerographs are useful for when the earthquake ground motion is so strong that it causes the more sensitive seismometers to go off-scale. There is an entire science of strong ground motion that is dedicated to placing accelerograph in the vicinity of major faults. The type of information gathered (such as rupture velocity) would not be possible with the standard seismometers. They record acceleration and give output like peak ground acceleration (PGA), velocity (PGV), ground displacement (PGD) and spectral intensity (SI). Strong Motion Accelerographs are used to monitor structures for earthquake response. Sometimes, with the data, a response spectrum is computed. Other analysis is used to improve building design, or to help locate important structures in safer areas.
- The bidder has to supply 50 nos. of Strong Motion Accelerographs as per the specifications stipulated in this tender to ISR, Raisan, Gandhinagar, India. He has to demonstrate the workability of 50 nos. of Strong Motion Accelerographs for continuous 2 days operation and integrate with online transmission with demonstration of software features supplied along with the Strong Motion Accelerographs.
- Online data receiving Software should have the capability of receiving the online data, viewing data with different user selectable filter options along with Data retrieval and data processing facility. The license should be provided free of cost for lifetime (minimum 20 years). Demonstration will have to be given for above features during technical evaluation stage. Otherwise the bid will be technically disqualified.
- All the supplied Strong Motion Accelerographs, Computer H/w and S/w etc. should be under two year warranty period from the date of acceptance of the goods. The Bidder is therefore required to supply, install, configure and integrate the complete H/w and S/w modules to meet the requirements as per Tender document.

**Item no. 2 Earthquake Early Warning System (EWS):**

- Earthquake early warning systems can be a useful tool for reducing earthquake hazards, if cities are located far away from the earthquake sources. The Kachchh region of Gujarat, India is having large faults which can generate earthquake upto magnitude 8.0 or more. The many cities are located at more than 120 km from this region. The most populated city is around 280 km from this region. An early warning will be helpful in timely shut down of facilities automatically. Alerts to the citizens can be provided if they are properly trained. The EEW system will compute the online EEW parameters like  $\tau$ ,  $P_d$  using the first 5 seconds time window and will decide if earthquake is going to be large ( $M > 6.0$ ), and thus should generate an alarm. Also it should compute other parameters like PGA, PGV, PGD, and should consider these parameters further in knowing if an earthquake is going to be large or not. It should also generate intensity based seismic hazard map using data from various seismic instruments. The software will have to be integrated with existing set up of ISR i.e. Continuous data from online BBS at central station ISR, Gandhinagar.
- The bidder has to supply EEW system and with required hardware as per the specifications stipulated in this tender to ISR, Gandhinagar, (Gujarat) India. He has to demonstrate the workability of EEW with demonstration of software features supplied along with the SMA.
- The Bidder is therefore required to supply, install, configure and integrate the complete H/w and S/w modules to meet the requirements as per Tender document.

**Item no. 3. Rapid Notification System:**

- The EEW system will generate the earthquake alarm. This alarm need to be communicated at desired locations within and outside the ISR. The communication is needed to be sent via various communication modes automatically like mail, fax, SMS, mobile app etc. The Bidder is therefore

required to supply, install, configure and integrate the complete H/w and S/w modules to meet the requirements as per Tender document.

**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 **22.11.2018**. All the documents need to be uploaded online. Only bid-processing fees, EMD & bank guarantee has to be submitted in physical form. Further, GIL reserves the right to ask the bidders to submit additional documents and/or any other documents in physical form.
- 2 The bid is non-transferable.
- 3 **The Bidder will have to quote for all the sections in the bid.** 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, commission & maintain and provide operational training for supplied SMAs, EEWSs & RNS and demonstrate the workability at ISR, Gandhinagar.
- 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 bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in English language. Supporting documents and printed literature & brochures furnished by the Bidder should be in English language.
- 8 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.
- 9 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.
- 10 The Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all Goods/Software and services, which the Bidder proposes to supply under the contract.
- 11 The documentary evidence of the Goods/Software and services eligibility shall consist of a statement in the Price Schedule on the country of origin of the Goods/Software and services offered which shall be confirmed by a certificate of origin at the time of shipment.

- 12 The documentary evidence of conformity of the Goods/Software/Software and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:
- a detailed description of the essential technical and performance characteristics of the Goods/Software;
  - a list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods/Software for a period of two years, following commencement of the use of the Goods/Software by the Purchaser; and
  - an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the Goods/Software/Software and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications
- 13 All the bids submitted shall also include the following information:
- (a) Copies of original Technical Bid documents defining the constitution on legal status, place of registration and principle place of business of the company or firm or partnership etc.
- (b) The bidder should furnish a brief write up backed up with adequate data, explaining his available capacity and experience – both technical & commercial, for the manufacture and supply of the required systems and equipments within specified time of completion after meeting all their current commitments.
- (c) The bidder should clearly confirm that all the facilities exist in his factory for inspection and testing and these will be made available to the purchaser or his representative for inspection.
- (d) Details of the Service Centers and information on the service support facilities that would be provided after the warranty period, Bidder should have a registered office or authorized Service centre or authorized representative in western region and preferably in & around the Gujarat state.
- (e) Reports on financial standings of the bidder such as profit & loss statement, balance sheets and auditor's report for the past three years.
- (f) Report on Past performance of items specified in the schedule of requirement in the academic institutes.
- (g) Original literature of the items specified in the schedule of requirements, Computer print outs of the literature will not be valid.
- 14 Amendment of Bidding Documents (Corrigendum)
- 14.1 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.
- 14.2 The corrigendum will be published on website <https://gil.nprocure.com>.
- 14.3 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.
- 15 **Bid Currency – Prices shall be quoted in INR/USD/EURO/CAD/GBP only. No currency other than INR/USD/EURO/CAD/GBP will be taken into account throughout the bid. Bidder will be deemed disqualify in case of bidder quote the prices other than INR/USD/EUR/CAD/GBP currency. However the final price will be converted in to Indian rupees to decide the L1 bidder. The currency conversion rates will be taken from RBI's conversion rate ([www.fbil.org.in](http://www.fbil.org.in)) on the date of financial bid opening for INR = Indian Rupee, USD = United States Dollar, EURO=official currency of Eurozone & GBP= British pound sterling. For CAD = Canadian Dollar, the currency conversion rates will be taken from "http://www.hdfcbank.com/nri\_banking/Foreign\_Exchnng\_Rates/Foreign\_Exchnng\_Rates.asp " on the date of financial bid opening.**



- 16 The Bidder shall indicate on the Price Schedule, the unit price and total bid prices of the Goods/Software/ it proposes to supply under the Contract. Bidders shall quote for the complete requirement of Goods/Software/Software and services specified under each schedule/item on a single responsibility basis, failing which such bids will not be taken into account for evaluation and will not be considered for award.
- 17 Prices indicated on the Price Schedule shall be entered separately in the following manner:
- The price of the Goods/Software, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, installation and commissioning as applicable), including all duties and sales and other taxes already paid or payable:
    - a. On components and raw material used in the manufacture or assembly of Goods/Software quoted ex-works or ex-factory.
    - b. On the previously imported Goods/Software of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.
  - Any Indian duties, sales and other taxes which will be payable on the Goods/Software if this Contract is awarded.
  - The price for inland transportation, insurance and other local costs incidental to delivery of the Goods/Software to their final destination; Destination of Goods/Software will be as mentioned in the schedule of requirement.
- 18 The Bidder will have to remit **Non refundable Bid Processing Fees of Rs. 17,700/- (Including GST ) & Earnest Money Deposit (E.M.D.) of Rs. 5,00,000/- (Refundable)** on or before **22.11.2018** up to 1500 hours in a sealed cover at GIL office with the heading "**Bid Processing fees & EMD for the e-Tender No. HWT111018520** for supply, installation, commissioning and maintenance of Strong Motion Accelerographs (SMA), Earthquake Early Warning System (EEWS), & Rapid Notification System (RNS) on behalf of Institute of Seismological Research (ISR), Gandhinagar, Department of Science & Technology, Govt. of Gujarat".
- ✓ Bid processing fees must be in the form of Demand Draft in the name of "Gujarat Informatics Ltd." Payable at Gandhinagar along with the covering letter.
  - ✓ EMD shall be submitted in the form of **Demand Draft OR** in the form of an **unconditional Bank Guarantee (which should be valid for 6 months from the last date of bid submission)** of 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/10/2018/18/DMO dated 16.04.2018 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.
  - ✓ EMD in form of DD/BG has to be submitted by the bidder who is applying in this bid.
  - ✓ The bidder who is bidding in consortium has to submit the EMD in name of Prime bidder in case of consortium
- Please affix the stamp of your company on the overleaf of demand draft.**
- 19 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.
- 20 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.



- 21 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.
- 22 The Successful bidder has to submit Performance Bank Guarantee @ 5% of total order value within 30 working 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 Commercial Banks or Co-Operative & Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 issued by Finance Department or further instruction issued by Finance department time to time. (The draft of Performance Bank Guarantee is attached herewith).
- 23 Successful bidders will have to sign the contract upon receiving the Purchase order with the purchaser(s) within 30 working days from the date of Purchase order. (The draft of the Contract form is attached herewith)
- 24 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.
- 25 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.

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.

- 26 Termination for Default
- 26.1 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 90 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;"

- 26.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause 19.1 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.
- 27 Price shall be inclusive of all freight, forwarding, transit insurance and installation charges.
- 28 Prices shall be inclusive of all Duties like GST. The prices shall strictly be submitted in the given format. Quoted prices shall be inclusive of all taxes. The tax components-G.S.T.as applicable shall be mentioned separately in the respective columns. However, payments related to the customs duty is ISR's responsibility. The bidder has to submit all the required documents relevant to the supply of the goods for customs clearance. The final prices quoted for each item are CIF basis.
- 29 Late Bids – The bidder will not be able to submit the bid after final submission date and time.
- 30 Modification and Withdrawal of Bids
- 30.1 No bids will be allowed to be modified subsequent to the final submission of bids.
- 30.2 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.
- 31 Bids will be opened with the buyer's private digital key 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.
- 32 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.
- 33 **Evaluation of the bids:**
- a. 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 the eligibility criteria will be opened and evaluated next. Successful bidder will be decided based on the lowest quoted rates as mentioned in financial bid section & then called for further negotiations if required.
- b. At the time of issuing of Purchase order to L1 bidder;
- i. if there is a variation of currency rate (+ OR -, Increased or decreased) more than a 5% from the date of opening of the financial bid than the purchase order will be issued by considering the prevailing rate of the currency on the date of issuing of the purchase order.
- ii. if there is a variation of currency rate (+ OR -, Increased or decreased) within a 5% from the date of opening of the financial bid than the purchase order will be issued by considering rate of the currency on the date of opening of the financial bid.
- 34 The inspection of the Goods/Software/Softwares shall be carried out to check whether the Goods/Software/Softwares are in conformity with the technical specifications attached to the contract

and shall be in line with the inspection/test procedures laid down in the Technical Specifications and the Conditions of contract. Following broad test procedure will generally be followed for inspection and testing of machine. The supplier will dispatch the Goods/Software to the ultimate consignee after internal inspection testing along with the supplier's inspection report and manufacturer's warranty certificate. The purchaser will test the equipment after completion of the installation and commissioning at the site of the installation.

- c. The acceptance test will be conducted by the purchaser/their consultant or any other person nominated by the purchaser, at its option. The acceptance will involve trouble-free and successful operations of online data receive software with filters. There shall not be any additional charges for carrying out acceptance tests. No malfunction, partial or complete failure of any part of hardware or excessive heating of electronic boards, drivers, hard disks etc. or bugs in the software should occur. All the softwares should be complete and no missing modules/sections will be allowed. The supplier shall maintain necessary log in respect of the results of the tests to establish to the entire satisfaction of the purchaser, the successful completion of the test specified. An average uptake efficiency of 98% for the duration of test period shall be considered as satisfactory.
- d. In the event of the hardware and softwares failing to pass the acceptance test, a period not exceeding four weeks will be given to rectify the defects and clear the acceptance test, failing which the purchaser reserves the rights to get the Goods/Software/Software replaced by the supplier at no extra cost to the purchaser.

35 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.

36 **Delivery & installation:**

- Delivery: Within **90 working days** from the date of confirmed purchase order at Ahmedabad Airport. Upon delivery of the Goods/Software, the supplier shall notify the purchaser and the insurance company by cable/telex/fax/email the full details of the shipment including contract number, airway bill/ railway receipt number and date, description of Goods/Software, quantity, name of the consignee etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company.
  - ✚ 03 Copies of the Supplier invoice showing contract number, Goods/Software' description, quantity, unit price, total amount
  - ✚ Airway/Railway receipt/acknowledgment of receipt of Goods/Software from the consignee(s);
  - ✚ 03 Copies of packing list identifying the contents of each package;
  - ✚ Insurance Certificate
  - ✚ Manufacturer's/Supplier's warranty certificate
  - ✚ Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and
  - ✚ Certificate of Origin
- Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods/Software, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order.
- Installation: Within **60 working days** from the date of delivery of the material.

37 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.

- 38 Bids shall be valid for **180 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.
- 39 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.
- 40 **Insurance:** The Goods/Software supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. For delivery of Goods/Software at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the Goods/Software from "warehouse to warehouse" (final destinations) on "All Risks" basis including War Risks and Strikes.
- 41 **Penalty Clause for delay in delivery & installation**
- 41.1 If the bidder fails to deliver and install the requisite hardware and software within 150 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.
- 41.2 The amount of penalty for delay in delivery & installation shall be subject to a maximum limit of 10% of the total contract value.
- 41.3 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.
- 41.4 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.
- 42 **Warranty**
- 42.1 **Warranty:** Comprehensive onsite warranty for 2 years from the date of installation of SMAs, EEWS and RNS..
- 42.2 The bidder shall guarantee a 95% uptime of SMAs, EEWS and RNS.
- 42.3 If the 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.
- 42.4 Maintenance service: Free maintenance services shall be provided by the Bidder during the period of warranty for 2 years.
- 42.5 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.
- 43 **Operational/Warranty period Penalty:**
- 43.1 During warranty period, if the complaint is not resolved within 6 months the penalty of Rs.2000 per day for SMA will be levied. The amount of penalty will be recovered from the Performance bank guarantee during warranty period.
- 43.2 It is expected the average downtime of the item (system) will be less than half the maximum downtime. In case an item is not usable beyond the stipulated maximum downtime the bidder will be required to arrange for an immediate replacement of the same till its is repaired.

Failure to arrange for the immediate repair/replacement will be liable for penalty of Rs.2000 per day for SMA. The amount of penalty will be recovered from the Performance bank guarantee during warranty period.

**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, "X" amount of penalty will be claimed during the 5<sup>th</sup> month of contract period, then bidder is required to submit the additional PBG of "X" amount for the period of 22 months i.e. 27 months – 5 months.

44 **Payment:** Payment for Goods and Services shall be made by the indenting department in INR/USD/EURO/CAD/GBP as follows:

- **In case of Indian Bidder:**

- ✚ On Delivery: Eighty percent (80%) of the contract price shall be paid on receipt of Goods and upon submission of the documents
- ✚ On Final Acceptance: the remaining twenty percent (20%) of the Contract Price shall be paid to the supplier within 30 days after the date of the satisfactory demonstration of working of SMA and software at purchaser's site.

- **In case of Foreign Bidder: The payment will be made by opening Letter of Credit (LoC) in the name of manufacturer/foreign bidder and will be released as below:**

- ✚ On Delivery: Eighty percent (80%) of the contract price shall be paid on receipt of Goods and upon submission of the documents
- ✚ On Final Acceptance: the remaining twenty percent (20%) of the Contract Price shall be paid to the supplier within 30 days after the date of the satisfactory demonstration of working, and installation at purchaser's site.

Note: Payment for the software will be made after successful installation and demonstration of all the elements of the EEWS and RNS satisfactorily based on the recommendations of the expert technical committee.

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

46 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.

47 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.

48 The bidder may be called for presentation regarding plan, design, performance, installation, commissioning of SMA, EEWS & RNS and proficiency, features of software as per requirement and suitability of Institute at ISR, Gandhinagar.

- 49 All correction/addition/deletion shall require authorized countersign.
- 50 **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.
- 51 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.

- 52 The Bidders can seek written clarifications on or before 5 days prior to Pre-bid meeting date to DGM (Tech), Gujarat Informatics Ltd., 2<sup>nd</sup> Floor, Block No. 02, Karmyogi Bhavan, Sector 10A, Gandhinagar 382010. GIL will clarify and issue amendments if any to all the bidders in the pre-bid meeting. No further clarification what so ever will be entertained after the pre-bid meeting date. No further clarification what so ever will be entertained after submission of bid.

The bid should be submitted on the website <https://gil.nprocure.com> on or before 1500 Hrs, **22.11.2018**.

Please address all queries and correspondence to

**Shri Vivek Upadhyay, DGM (Tech.),**  
Gujarat Informatics Limited  
Block-2, 2<sup>nd</sup> Floor, Karmyogi Bhavan, Sector 10A  
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.

**SECTION I**

**Bid Processing Fees & Earnest Money Deposit Details**

Name of the Item:

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 uploaded? (Yes/No)

Note: Please fill this form and upload the audited Annual Accounts for the last two financial years. If bidder does not have an audited balance sheet of last two financial years then previous two financial year's audited balance sheet (2015-16, 2016-17) can be uploaded.

Form No. E2 Experience Details (Customer References)

Sr. No.	Name and Address of the client	Details of Contract (Pl. Mention SMA, EEWS and RNS supplied system Established/Service provided similar to the tender terms	Order no., Date & value	Certificate of client enclosed (Yes/No)	Whether client is present user of your services (Yes/No)	Remarks

Note: Please fill this form and upload the supporting documents for each customer reference in scanned format. Failing the same may lead to the rejection of the bid. You may add the customer references by adding multiple rows which may be added by "NUMBER OF ROWS TO ADD".



Form no. E3

Authorization Letters

Item	Make & Model	Name of OEM	Authorization letter attached? (Yes/No)
Strong Motion Accelerograph (SMA)			
Earthquake Early Warning System Software			
Rapid Notification System Software			

SECTION II

**Make & Model List**

Sr. No	Item	QTY.	Make & Model	Supporting attached? (Yes/No)
1	Strong Motion Accelerograph (SMA)			
2	Earthquake Early Warning System Software			
3	Rapid Notification System Software			

**Note:**

1. Power systems must be outsourced from Local market and should be of reputed brand.
2. External cover box for SMA (Metal enclosure) of suitable size should also be procured locally to in-house SMA, battery, charger, cables etc.

**Form no. T2 (TECHNICAL MINIMUM SPECIFICATIONS)**

**Item no. 1 Strong Motion Accelerographs (SMA)**

<b>ITEM-1</b>		
<b>S. No</b>	<b>Technical specifications-SMA</b>	
	<b>Parameter</b>	<b>Specification</b>
<b>I</b>	<b>Accelerometer</b>	
1.	Topology	Tri-axial transducers, horizontal - vertical in a single sealed unit with internal recorder.  The unit should have an indicator mark on its body to indicate relative orientation of the sensors.
2.	Type	Force Balanced or MEMS based
3.	Full scale	±2g or better
4.	Dynamic range	100 dB or more
5.	Frequency Response	0.05 Hz to 20 Hz more
6.	Input power	Single battery source for sensor and the recording unit with 7 days backup. Battery should be chargeable through Solar panel and AC main line (220 volt, 50 Hz).
<b>II) Recorder (In-Built)</b>		
7.	Number of channels	3 channels or more
8.	Sampling Rate	up to 200 SPS
9.	Dynamic Range	100 dB or more
10.	Bit resolution	16 bit or more
11..	Input range	Matched to the accelerometer output
12.	System response	±3dB Flat up to Nyquist frequency
13.	Timing System	NTP or GPS
14.	Pre-event recording	Selectable from 5 to 20 sec
15.	Post event recording	Selectable up to 60 seconds or more
16.	Data Storage	Recording shall be on a SD card of the order 8 GB or more. One additional card with each unit. CF card will be acceptable.
17.	Communication	Ethernet interface,
18.	Operating temperature	0° C to + 60° C ambient

19.	EMI/RFI Protection	All I/O Lines
20.	Humidity tolerance	Up-to 100% RH

**The above items 1-20 are all together are considered as one unit of Strong Motion Accelerograph.**

**Item no. 2. Earthquake Early Warning System Software specifications (CRS)**

<b>Sr. No.</b>	<b>Deliverables</b>
1.	Software should detect initial P-wave and generate Alarm within 10-15 seconds by computing EEWS attributes like PGA, PGV, PGD, Tau-c, Pd, CAV etc.
2.	Software should display online continuous acceleration, velocity and displacement histories at CRS, Gandhinagar from all available online near real time data (BBS, SMA) and use EEWS parameters for decision of issuing warning.
3.	Software should be data format independent.
4.	Software should have facility of online Communication via Ethernet, and fiber optics (both way i.e. CRS server to remote SMA and remote SMA to CRS server).
5.	Facility for parameters setting online in real time (CRS to Remote station).
6.	Provision of adding new algorithms.
7.	EEWS software should generate intensity Map due to earthquake using SMA data.
8.	Regeneration of above map with time and availability of more data.
9.	Testing and fine tuning of EEWS using ISR and Global data to avoid false triggering and missed alarm will have to be done.
10.	EEWS support should be lifetime on 24 * 7 basis. Free lifetime Upgradation/ modification for software without any additional cost. Integration with existing setup of ISR. Lifetime license with one additional client option.
11.	Using standard mapping tools (like GMT/ GIS etc.), the software should be able to generate earthquake information report as a web page with linkages to various static products such as seismo-tectonic map, seismic zoning map, village map etc.
12.	The bidder should provide the list of computer systems, display systems and their configuration and all other hardware items required to install and operate the software on 24 *7 basis.
13.	The supplier shall install and customize software supplied as per user requirements and provide training to five officers for at least 10 working days at ISR, Gandhinagar
14.	<b>Provision for onsite voice warning.</b> Based on Algorithms like Pd, Threshold Acceleration, and Threshold Displacement for onsite voice warning in SMA hardware.
15.	<b>Data Storage:</b> Network storage device of 20 TB or more. The data stored should have compatibility for use with industry standard database management system software.

**Item no. 3. Rapid Notification System (RNS)**

<b>Sr. No.</b>	<b>Deliverables</b>
1.	It should be a part of EEWS System, and must be 100% compatible with the EEWS software running on central server at ISR. It should read the earthquake epicentral parameters and EEWS parameters continuously
2.	It should disseminate the earthquake alerts, and reports in desired format like sound, SMS, Mail, Web site, mobile app, Fax etc. automatically to predefined numbers, address as and when the alarm criteria is met
3.	It should include all the required hardware like modem, adapter, cable, speakers or any other for CRS, ISR, and for at least 5 other places outside ISR. Vendor will have to provide all the hardware required for communications in addition.
4.	Separate server will have to be supplied by the vendor if required.

**SECTION III**  
**Form no. F1 – FINANCIAL BID FORMAT**  
**Section 1: Strong Motion Accelerographs (SMAs)**

1 Sr · N o.	2 Item	3 Coun try of origi n	4 Quan tity & unit	5 Price for each Unit					6 Unit price  (INR/ USD/ EURO /CAD/G BP)	7 Tot al Pric e  (IN R/ US D/ EU RO /CA D/G BP)	8 GST if contra ct is award ed (%)
				a	b	c	d	e			
				Ex- factory, Ex- Showro om, Off the shelf	Exci se Dut y, and any oth er tax es if any	Packin g & forwar ding	Inland transport ation, insurance, local incidental cost etc.	Demonstr ation of satisfacto rily working at purchaser site			
1.	Strong Motion Accelerogra phs (SMAs)		50								
2	Earthquake Early Warning System		1								
3	Rapid Notification System		1								
4	Power System (Solar Panel Set, Battery, and Battery Charger)		50								

**Note:**

1. In case of discrepancy between unit price and total price, unit price shall prevail.
2. L1 will be considered as per total price mentioned in column 7(i.e. excluding GST mentioned in column 8).
3. Installation will be done by ISR at respective sites: only testing of workability of the instruments for continuous operation for 2 days is required at ISR, Gandhinagar.
4. Prices shall be quoted in INR/USD/EURO/CAD/GBP only.
5. No currency other than INR/USD/EURO/CAD/GBP will be taken into account throughout the bid. Bidder will be deemed disqualify in case of bidder quote the prices other than INR/USD/EUR/CAD/GBP currency. However the final price will be converted in to Indian rupees to decide the L1 bidder.
6. The currency conversion rates will be taken from RBIs conversion rate ([www.fbil.org.in](http://www.fbil.org.in)) on the date of financial bid opening for **INR = Indian Rupee, USD = United States Dollar, EURO=official currency of Eurozone and GBP= British pound sterling.** For **CAD = Canadian Dollar,** the currency conversion rates will be taken from "[http://www.hdfcbank.com/nri\\_banking/Foreign\\_Exchng\\_Rates/Foreign\\_Exchng\\_Rates.asp](http://www.hdfcbank.com/nri_banking/Foreign_Exchng_Rates/Foreign_Exchng_Rates.asp) " on the date of financial bid opening.

**Draft consortium Agreement**

(To be submitted on Rs. 100 stamped paper duly signed by the consortium member)

This Consortium Agreement is made on \_\_\_\_\_ between:

\_\_\_\_\_, a company incorporated under the laws of \_\_\_\_\_, having offices registered at \_\_\_\_\_, hereinafter referred as a Prime bidder, who will be responsible for execution of the complete project and comply with all terms & conditions of the bid.

AND

\_\_\_\_\_, a company incorporated under the laws of \_\_\_\_\_, having offices registered at \_\_\_\_\_, hereinafter referred as "Consortium partner" which expression shall include its successors and assigns.

WHEREAS, \_\_\_\_\_ is a leading manufacturer and supplier of \_\_\_\_\_ and has to its credit, successful execution of many projects both in \_\_\_\_\_ and abroad in the said field.

WHEREAS \_\_\_\_\_ is a leading global/Indian provider of \_\_\_\_\_.

AND WHEREAS the Gujarat Informatics Limited, (hereinafter referred to as "GIL"), has invited bid against tender bearing no: Tender No. HWT111018520, hereinafter referred to as "Bid" for a "Bid for Purchase of Strong Motion Accelerographs, Earthquake Early Warning System (EEWS) & Rapid Notification System (RNS) on behalf of Institute of Seismological Research, Gandhinagar, Department of Science & Technology, Govt. of Gujarat.

Now, therefore, it is agreed between the Parties as under:

1. \_\_\_\_\_ and \_\_\_\_\_ will participate on a mutually exclusive basis in the above-mentioned Bids with \_\_\_\_\_ acting as Prime bidder and \_\_\_\_\_ as Consortium partner (and as a subcontractor to \_\_\_\_\_ in delivering the Project). During the Term of this Consortium Agreement and such extended period mentioned in clause 2 herein below. \_\_\_\_\_ and \_\_\_\_\_ shall not enter into any teaming arrangements with any other party for any component of the Bids covered under this Consortium Agreement.
2. the term ("Term") of this Consortium Agreement shall commence on the date of signing of this Consortium Agreement (the "Effective Date") and unless subject to prior termination under the terms of clause 10 below, the Term shall be as follows: (a) If pursuant to the Bids \_\_\_\_\_ is notified that it has not been awarded the Project, then on the date of such notification this Consortium Agreement will terminate. (b) If pursuant to the Bids \_\_\_\_\_ is notified that it has been awarded the Project, then this Consortium Agreement will terminate on the date of execution of contracts agreed by the Parties for Delivery of the Project (the "Project Delivery Contracts"). From the date of execution of the Project Delivery Contracts, the terms of those Project Delivery Contracts will supersede and prevail over this Consortium Agreement. All obligations hereunder shall only apply during the Term of this Consortium Agreement and to such obligations and commitments in relation to the Bids, as may have been undertaken by the Prime bidder and consortium partner during the Term.
3. Roles and responsibility of Prime Bidder:



**Roles and responsibility of Consortium Bidder:**

\_\_\_\_\_ and \_\_\_\_\_ hereby agree that we shall be bound by the terms of this Consortium Agreement and abide by all applicable laws throughout the Terms. Further we agree that any of consortium member cannot participate as a member of any other consortium or apply in its individual capacity for this Project. The composition of consortium shall not be changed during bidding or period of contract including implementation and operation of this project.

4. Each Party shall only be liable for direct damages arising from its own actions during the Bid, and liability for such direct damages shall be capped at the reasonable costs incurred by the other Party in preparing the Bids. Neither Party shall be liable for indirect or consequential losses of any kind.
5. \_\_\_\_\_ and \_\_\_\_\_ agree to keep confidential all information shared with each other and disclose to third party only after taking prior written consent of each other. This clause excludes information available in public domain. The confidentiality provisions of this Consortium Agreement shall remain in full force and effect during the term of this Consortium Agreement and 24 months thereafter.
6. Nothing in this Consortium agreement shall constitute, create or give effect or recognize a JV, partnership or business entity of any kind.
7. This Consortium Agreement shall be construed and governed by the laws of \_\_\_\_\_ and \_\_\_\_\_ and the Parties hereby submit to the exclusive jurisdiction of the Courts of Law of \_\_\_\_\_.
8. Any matter, which is not stipulated in the Consortium Agreement, shall be settled in good faith by discussion between the Parties in the spirit of understanding and cooperation.
9. All disputes or differences whatsoever arising between the Parties regarding this Consortium Agreement shall be mutually settled by way amicable discussions. If amicable discussions fail between the respective representatives of the Parties, the matter shall be escalated to the chief executives of each of the Parties for resolution.
10. During its Term, the Consortium Agreement will be terminated in the event of

- GIL terminating the tender process.
- \_\_\_\_\_ not selected by GIL
- Bankruptcy proceedings being initiated against one of the Parties
- Mutual agreement of the Parties
- Either Party being in breach of any applicable law, and/or committing any act of bribery, fraud, serious misconduct or dishonesty in connection with the Bids
- Either Party being in material breach and, if the breach is capable of remediation, then failing to remediate the breach within ten (10) days of notification given in writing by the non-breaching Party.

11. Notices and other communications under this Consortium agreement shall be in writing and communicated through post, courier, fax, email or any other recognized mode of such communication. All such notices and communications shall be directed to the address as mentioned in the Consortium Agreement.

12. By signing this Consortium Agreement, the Parties acknowledge that it correctly records the understanding they have reached with regard to the Bids.

13. This Consortium Agreement supersedes all previous conditions, understandings, commitments, agreements or representations whatsoever whether oral or written relating to the subject matter of this Consortium Agreement and constitutes the entire agreement between the Parties relating to its subject matter.

We have read and understood the entire tender document and agree with all the terms and conditions stated in the bid. We agree that the purchase order will be issued to prime bidder. The performance bank guarantee will have to be submitted by the prime bidder and the payment will be released to prime bidder

(For \_\_\_\_\_) (For \_\_\_\_\_)

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Designation: \_\_\_\_\_ Designation: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_ Witness: \_\_\_\_\_

**OEM consent letter**  
(OEM consent letter on OEM letter head)

**Manufacturer's Name:**

**Manufacturer's Address:**

**Supplied Item's under Tender No. HWT111018520:**

**Equipment Make and Model:**

I, the undersigned, hereby providing consent on behalf of (Manufacturer's Name) \_\_\_\_\_ in capacity of (Designation) \_\_\_\_\_ under the Tender No. HWT111018520 that the equipment specified above will get support and warranty during the warranty period as mention in the said tender and further; provided equipment will not get end of support with necessary component for next 05 years from the date of submission of bid.

**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-2, 2<sup>nd</sup> Floor, Sector 10A,  
Karmyogi Bhavan, Gandhinagar.

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

**Ref: Tender No. HWT111018520**

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.2018**

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 \_\_\_\_\_ 2018

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/prime bidder in case of consortium.**

**Annexure A**

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

Ref: Bank Guarantee No.  
Date:

To,  
DGM (Technical)  
Gujarat Informatics Limited  
2<sup>nd</sup> Floor, Block -2, Karmyogi Bhavan,  
Sector – 10A, Gandhinagar - 382010  
Gujarat, India

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the Tender no: HWT111018520 for Purchase of Strong Motion Accelerographs (SMA), Earthquake Early Warning System (EEWS) & Rapid Notification System (RNS) on behalf of Institute of Seismological Research, Gandhinagar, Department of Science & Technology, Govt. of Gujarat KNOW ALL MEN by these presents that WE ----- having our registered office at ----- (hereinafter called "the Bank") are bound unto the \_\_\_\_\_, Gujarat Informatics Limited in the sum of ----- for which payment well and truly to be made to Gujarat Informatics Limited , the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day of -----2018.

**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 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/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 \_\_\_\_\_ 2018.

\_\_\_\_\_

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 EMD/10/2018/18/DMO dated 16.04.2018 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 ..... (here in after 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 \_\_\_\_\_ 2018.

\_\_\_\_\_  
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 Commercial Banks or Co-Operative & Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 issued by Finance Department or further instruction issued by Finance department time to time.**

**Bid CONTRACT FORM**

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_, 2018 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 \_\_\_\_\_