

Bid Document



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 Supply, Installation, Commissioning and Maintenance of Storage System on behalf of Hon'ble Chief Minister's Office, Gandhinagar (Tender No. HWT290818510)

Pre-bid meeting: 06.09.2018 on 1500 hours

Last Date of Submission of Bid: 15.09.2018 till 1500 hours

Last Date of Submission of Bid Processing Fees & EMD: 15.09.2018 till 1500 hours

Date of Opening of Technical Bid: 15.09.2018 on 1700 hours

Bid Processing Fee: Rs. 5,900/-



Introduction

Gujarat Informatics Limited (herein after referred to as GIL), on behalf of Hon'ble Chief Minister's Office, Gandhinagar (herein after referred to as the Purchasers) for their requirements of purchase of Storage System to be installed at Hon'ble C. M. Residence, intend to invite your bid for Supply, Installation, Commissioning and Maintenance of Storage System on behalf of Hon'ble Chief Minister Office, Gandhinagar.

The selected agency will have to Supply, Install, Commissioning and Maintain the supplied Storage System as per the scope defined in this bid for the contract period.

Gujarat Informatics Limited, on behalf of Hon'ble Chief Minister Office, Gandhinagar has published this bid for "Supply, Installation, Commissioning and Maintenance of Storage System on behalf of Hon'ble Chief Minister's Office, Gandhinagar." GIL invites your bid for the same.

Proposal in the form of BID are requested for the items/services in complete accordance with the documents to be uploaded as per following guidelines.

Bidder shall submit their bids on https://www.gil.nprocure.com.

The bidder will have to submit Nonrefundable Bid Processing Fees of Rs. 5,900/- & Earnest Money Deposit (E.M.D.) of Rs. 1,20,000/- (Refundable) on or before date & hours of submission of bid in a sealed cover at GIL office with the heading "Bid processing Fees & EMD for E-tender no HWT290818510 for Supply, Installation, Commissioning and Maintenance of Storage System on behalf of Hon'ble Chief Minister's Office, Gandhinagar."

- Bid processing fees must be in the form of **Demand Draft** in the name of "Gujarat Informatics Ltd." payable at Gandhinagar along with the covering letter.
- EMD as mentioned above, shall be submitted in the form of Demand Draft <u>OR</u> in the form of an unconditional Bank Guarantee (which should be valid for 9 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/10/2018/18/DMO dated 16.04.2018 (http://www.gil.gujarat.gov.in/grs/DMO 2173 16 Apr 2018 714.pdf) issued by Finance Department or further instruction issued by Finance department time to time; in the name of "Gujarat Informatics Ltd." payable at Gandhinagar (as per prescribed format given at Annexure A) and must be submitted along with the covering letter.

Please affix the stamp of your company on the overleaf of demand draft.

Note: Failing to submit physical covers of EMD and Bid Processing Fees at GIL on or before the last date & time of submission as given in this bid, may lead to the rejection of the bid.

The Bid Processing Fees & EMD Section and Eligibility Section will be opened on the specified date & time in the presence of the committee members and representatives of the bidders who choose to attend. 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.

Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection.



In addition to this bid, the following sections uploaded are part of Bid Documents.

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The summary of various activities with regard to this invitation of bids are listed in the table below:

1	Bid Reference Number	Tender No. HWT290818510
2	Date of Pre-Bid Meeting	06.09.2018 on 1500 hours
3	Venue of Pre-Bid Meeting	Gujarat Informatics Limited Block No. 1, 8 th Floor, Udyog Bhavan, Sector-11, Gandhinagar 382 010
4	Last Date & Time for Submission of Bids electronically on https://www.gil.nprocure.com	15.09.2018 till 1500 hours
5	Date & Time of Opening of Bids (Un-priced Bids)	15.09.2018 at 1700 hours
6	Date & Time of Opening of Commercial Stage	Will be intimated to the qualified bidders at a later date.
7	Venue of Opening of Bids	Gujarat Informatics Limited Block No. 1, 8 th Floor, Udyog Bhavan, Sector-11, Gandhinagar 382 010
8	Bid Processing Fees (Non-refundable)	Rs. 5,900/- (Rupees Five Thousand Nine Hundred Only)
9	Earnest Money Deposit (E.M.D.)	Rs. 1,20,000/- (Rupees One Lacs Twenty Thousand Only)
10	GIL Contact Person	DGM (Tech.), GIL

Note: Please specify Tender Number in all your correspondence.



SECTION I

Eligibility Criteria for the bidder:

- 1. The bidder should have a total sum of turnover of Rs. 15 Crore (Minimum) in the last three financial years as on 31st March 2018. The copies of Audited Annual Accounts/Balance Sheet along with Profit & Loss Account and CA Certified Statement for last three financial years as on 31st March 2018 shall be attached along with the bid. For the Year 2017-18 if audited accounts are not available then CA certificate can be submitted (Form no. E-1)
- 2. The bidder must have one office in Gujarat. Please attach the copies of any two of the following: Property Tax Bill of last year / Electricity Bills of last one year / Telephone Bills of last one year / VAT Registration / CST Registration / Valid Lease Agreement. (Form no. E-2). In case, bidder does not have office in Gujarat, bidder should give undertaking to open office in Gujarat within 45 days from the date of purchase order.
- 3. Bidder must ensure that the warranty support & service should be available up to delivery locations to provide repairing cum replacement services of faulty equipments within 24 hrs. Bidder is required to provide the name & address & contact details of the firm for providing warranty support & repairing cum replacement service up to delivery locations. (Form no. E-3)
- 4. Bidder must have experience of supply, installation & maintenance of Storage System. Bidder should have received and executed at least 2 work orders of above mentioned work of minimum value of Rs. 1 Crore each in last 3 years. Customer references & Purchase orders must be attached along with the bid. (Form no. E-4)
- 5. The bidder should be authorized by its OEM (for the offered Storage System) to quote this bid (Form no. E-5). The bidder should have a back-to-back support agreement/arrangement for services including supply of spare parts etc. with the Original Equipment Manufacturer (OEM). Please attach the copy of Authorization on OEM letter head and signed by authorized signatory for the item(s) to be offered in this hid
- 6. The Manufacturer of the product (OEM) should be ISO 9001:2008 Process Certified for manufacturing (Form no. E-6). Valid ISO Certificates to be submitted along with the bid.
- 7. Bidder should not be blacklisted by any Ministry of Government of India or by any State Government of India or any of the Government PSUs at the time of bidding. Self-Declaration / Certificate / affidavit mentioning that the Bidder is not blacklisted as per the clause should be submitted.
- 8. No consortium will be allowed. The bidder must meet all the eligibility criteria by self. Bidders undertaking should be submitted.
- 9. OEM for Storage System should be in the Leadership / Challengers / Visionaries quadrant in the latest available Gartner Magic Quadrant (Magic Quadrant for General Purpose Disk Arrays) OR should be among the top Five positions in terms of worldwide market share as per latest available IDC report. Documentary proof to be submitted for the same.

Note:

- **1.** All the details and the supportive documents for the above mentioned items should be uploaded in eligibility section in the bid.
- 2. 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.



SECTION II

Scope of Work

Bidder is required to Supply, Install, Testing, Commissioning and Maintenance (for the contract period of 5 years) of Storage System (with necessary software & licenses) at Hon'ble C. M. Residence, Gandhinagar, as per the specifications mentioned in the Bid document.

The bidder shall be responsible for implementation of the work as defined in the bid document. Bidders also have to provide training to user department/office persons for the equipments to be supply under this bid.

Unit cost is required to be offered for all the items as requested. GIL/GoG does not guarantee any fixed quantity of any item as mentioned in bid, at the time of awarding the order. The quantity of any item may vary depending upon the change in the requirements/grants available with the purchaser(s), which shall be binding to the bidder. The rates should be valid for a period of 180 days from the date of financial bid opening.

All goods or materials shall be supplied strictly in accordance with the specifications, drawings, datasheets, other documents and conditions stated in the Bid / Work order. All materials supplied by the Bidder shall be guaranteed to be of the best quality of their respective kinds and shall be free from faulty design, workmanship and materials.

Documents: The Bidder shall provide 1 set of documents and manuals along with related software & their updates for the items they supply at the time of delivery (hard copy, soft copy with each item of the unit supplied.)

Installation & Training: Onsite training is to be given by the Bidder to user department/office persons for the equipments to be supply, on operation and troubleshooting during the time of supply.

GENERAL:

- a. The bidder should produce letter of authorization for the item(s) to be quoted from their respective OEM.
- b. It will be joint responsibility of the bidder & OEM to ensure after-sale support and warranty for all component/ equipment.
- c. Any substandard equipment included in the offer may cause rejection of the complete offer with the sole responsibility of bidder.
- d. Successful bidder will have to migrate 1 TB data from existing NAS (HP StoreEasy 1650) and SAN Storage (HP MSA 2040) with the development of application / connector. This application / connector will be used for future data migration if required by CMO / GIL.
- e. and will have to demonstrate the data migration of around 1 TB from each box to new storage and submit the work flow process for the same. Necessary application / connector to be consider by bidder to meet the scope.
- f. Bidder should include any other components like software updates, software licenses, any accessories pertaining to Storage System if needed to meet the requirements as defined in the scope of work.
- g. The bidder will have to carry out the configuration of the storage system in consultation with the purchasing department. Necessary LUN creation to be done as per the requirements of purchasing department.
- h. The proposed equipment's (Storage System) should not be declared End-of-Production for next 2 years and End-of-Support for next 5 years from the date of end of sale. Necessary spare component should be available up to End-of-Support period.
- i. Storage System must have to be quoted with 5 years of back to back OEM comprehensive onsite warranty.

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- j. The delivery period should be within 6 weeks from the date of placement of purchase order. Installation & Configuration to be complete within 2 weeks from the go ahead given by purchasing department after delivery of the material. This also includes on-site training and on site-support.
- k. The bidder has to offer Operation and Maintenance Training to Engineers or other concern persons recommended by purchasing department at the installation site immediately after completion of installation. The training should include the troubleshooting of the equipments delivered.
- I. The bidder will have to provide onsite service, support and warranty of the supplied equipments for the warranty period of 5 years from the date of successful completion of FAT (Final Acceptance Test).
- m. The bidder has to offer trainings as given below:
 - i. *Operation & Maintenance Training:* The bidder has to offer Operation and Maintenance Training to Engineers or other concern persons recommended by purchasing department at the installation site immediately after completion of installation.
 - a. The successful bidder is responsible for complete knowledge transfer, Operating Manuals, SOP's including, but not limited to:
 - i. Installation and configuration details of solution deployed by the bidder.
 - ii. Contact details of OEM and bidder representative for warranty and OEM support.
 - iii. Any other details that may be required/asked by purchasing department.
 - ii. **On-site Support**: The bidder should offer on-site support for 7 days immediately after commissioning and as and when required during the warrantee period of 5 years.

n. MIS Reports

The bidder shall ensure that the system is able to provide following reports and would require to configure the same at the time of installation.

Sr. No.	Types of Reports	Periodicity
1	 System performance report which includes utilization/available CPU, memory, Cache, disks, etc. All type of event reports Backup status reports SLA Compliance report Reports as directed by the department for SLA calculation Summary of system reboot Summary of issues / complaints logged with the OEMs. Patch update status as notified by the OEM 	Weekly, Monthly, Quarterly
2	 Log of preventive / scheduled maintenance undertaken Details of Patch, updates, Vulnerability fixes released and implementation status of same Details of break-fix maintenance undertaken 	Monthly, Quarterly
3	Any other report	As and when required



SECTION III

Instructions to the Bidders / General Terms & Conditions

- The last date of submission of bid on the website https://gil.nprocure.com is 15.09.2018 up to 1500 Hrs.
 No physical bids will be accepted under normal circumstances. However, GIL reserves the right to ask the bidders to submit the bid and/or any other documents in physical form.
- 2. The bid is non-transferable.
- 3. The Bidder may quote only one option (i.e. only one product can be quoted) against each item. Bidders are required to mention make & model of the product. (Do not write "OEM" against items as bidders are expected to give make & model of the product).
- 4. The successful bidder will have to Supply, Install, Commissioning and Maintain and provide operational training for supplied hardware and peripherals and to configuration / reconfiguration as per the scope of work defined in the bid.
- 5. If in any 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/Purchaser. No "End of Life / End of Support" 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 in no case will be responsible or liable for these costs, regardless of conduct or outcome of bidding process.
- 7. Technical specifications indicated are minimum specification. Bidder may quote for better solution. The bidder should provide following with the technical bid:
 - Make & Model Number
 - Name of Manufacturer
 - Technical Literature
 - Manufacturer's Data Sheet
 - Compliance statement from the OEM of the product
- 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 biding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
- 10. Amendment of Bidding Documents (Corrigendum)
 - 10.1. 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.
 - 10.2. The corrigendum will be published on website https://gil.nprocure.com & www.gil.gujarat.gov.in.
 - 10.3. 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.
- 11. Bid Currency Prices shall be quoted in Indian Rupees only. Payment for the supply of equipments as specified in the agreement shall be made in Indian Rupees only.
- 12. The bidder will have to submit **Bid Processing Fees (Nonrefundable) of Rs. 5,900/- & Earnest Money Deposit (E.M.D.) of Rs. 1,20,000/- (Rupees One Lacs Twenty Thousand Only) (Refundable)** on or before date & hours of submission of bid in a sealed cover at GIL office with the heading **"Bid processing Fees &**



EMD for E-tender no HWT290818510 for Supply, Installation, Commissioning and Maintenance of Storage System on behalf of Hon'ble Chief Minister's Office, Gandhinagar.

- Bid processing fees must be in the form of Demand Draft in the name of "Gujarat Informatics Ltd." payable at Gandhinagar along with the covering letter.
- EMD as mentioned above, shall be submitted in the form of Demand Draft <u>OR</u> in the form of an unconditional Bank Guarantee (which should be valid for 9 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/10/2018/18/DMO dated 16.04.2018 (http://www.gil.gujarat.gov.in/grs/DMO 2173 16 Apr 2018 714.pdf) issued by Finance Department or further instruction issued by Finance department time to time; in the name of "Gujarat Informatics Ltd." payable at Gandhinagar (as per prescribed format given at Annexure A) and must be submitted along with the covering letter.

Please affix the stamp of your company on the overleaf of demand draft.

Note: Failing to submit physical covers of EMD and bid processing fees at GIL on or before last date of bid submission date & time may lead to the rejection of the bid.

- 13. In case of non-receipt of Bid processing fees & EMD as mentioned above in your bid will be rejected by GIL as non-responsive.
- 14. Unsuccessful bidder's E.M.D. will be returned as promptly as possible after the expiration of the period of bid validity OR upon the successful Bidder signing the Contract, and furnishing the Performance Bank Guarantee as prescribed by GIL, whichever is earlier.
- 15. 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. Bidder may refuse the request without forfeiting its E.M.D. A Bidder granting the request will not be permitted to modify its bid.
- 16. The Successful bidder has to submit Performance Bank Guarantee @ 10 % of total order value within 15 days from the date of issue of Purchase order for the duration of contract period + extra 3 months 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/10/2018/18/DMO dated 16.04.2018 (http://www.gil.gujarat.gov.in/grs/DMO 2173 16 Apr 2018 714.pdf) issued by Finance Department or further instruction issued by Finance department time to time. (The draft of Performance Bank Guarantee is attached herewith.
- 17. Successful Bidder will have to sign the contract upon receiving the confirmed purchase order with the purchaser(s) within 15 working days from the date of confirmed purchase order. (The draft is attached herewith).
- 18. The successful Bidder's E.M.D. will be returned upon the Bidder signing the Contract, and furnishing the Performance Bank Guarantee @ 10% of the total order value and offer of inspection of the ordered material.
- 19. The E.M.D. may be forfeited at the discretion of GoG / GIL, on account of one or more of the following reasons:
 - (a) If a Bidder withdraws its bid during the period of bid validity.
 - (b) If Bidder does not respond to requests for clarification of their Bid
 - (c) If Bidder fails to co-operate in the Bid evaluation process, and
 - (d) In case of a successful Bidder, 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.

20. Termination for Default:

20.1. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder. Bidder will be given notice/cure period of 30 days, after that purchaser will terminate the Contract in whole or part after:

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- a) If the bidder fails to deliver any or all of the Goods as per the delivery schedule mentioned in the bid, or within any extension thereof granted by the Purchaser or
- b) If the Bidder fails to perform any other 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 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;"

- 20.2. In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause 20.1 above, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Bidder shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Bidder shall continue the performance of the contract to the extent not terminated.
- 21. 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.
- 22. Price shall be inclusive of all freight, forwarding, transit insurance, installation, warranty and maintenance charges.
- 23. Prices shall be in Indian Rupees. The prices shall strictly be submitted in the given format. Quoted prices shall be inclusive of all taxes except GST. The tax components like GST as applicable shall be mentioned separately in the respective columns.
- 24. Late Bids: The bidder will not be able to submit the bid after final submission date and time.
- 25. Modification and Withdrawal of Bids
 - 25.1. The Bidder may modify or withdraw its bid before the due date of bid submission.
 - 25.2. No bid will be allowed to be modified subsequent to the final submission of bids.
 - 25.3. No bid will be 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.
- 26. 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 bid process. In the absence of the bidder(s), the Tender Committee may choose to open the bids as per the prescribed schedule.
- 27. 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.
- 28. Evaluation of the Bids: After the closing time of submission, GIL / GoG committee will verify the submission of Bid Processing Fees & EMD as per bid terms and conditions. The eligibility criteria evaluation will be carried out of the responsive bids. The technical bids of the bidders who are complying with all the eligibility criteria will be opened and evaluated next. GIL will seek clarifications if required on eligibility & technical section. The financial bid of the technically qualified bidders will be opened and financially L1 bidder will be decided from the sum total of prices for all line items without tax with warranty and then called for further negotiations if required.



- 29. As per the provision in Electronics & IT/ITeS Start-up Policy Resolution No. ITS/10/2015/5284/IT dated 6th June, 2016 issued by Department of Science & Technology; in e-Governance project undertaken by Government Departments or its Boards, Corporations or parastatal bodies getting grants from the Government, the chosen solution provider or system integrator will pass on job work or will outsource part of the work of a value ranging between 5% to 10% of the contract value to the eligible start-ups and to students of shortlisted Technical Colleges in Gujarat. In such arrangements, the responsibility of meeting SLAs (Service Level Agreements) will continue to belong to the solution provider or the system integrator.
- 30. The bidder will have to offer the inspection in the manner as decided by GIL before delivering to the respective site or at customer sites. The cost of the same has to be borne by the supplier. Any deviation found in the specification of the produced goods from the bid specification will lead to the cancellation of the order, forfeiture of EMD/PBG and prohibition in the participation in the future purchase of Government of Gujarat. GIL/GoG will not be responsible for any time delay which may arise due to any deviation from the bid technical specification found at the time of inspection and the bidder has to deliver and install the ordered goods within prescribed time limit. At the time of inspection, bidder is required to produce OEM's confirmation on OEM's letter head for back to back warranty support as per tender terms & conditions.
- 31. 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.
- 32. **Delivery**: Within **6 weeks** from the date of confirmed purchase order.
 - **Installation, Configuration & Integration:** Within 2 weeks from the go ahead given by the department after delivery of the material.
- 33. 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 successful 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.
- 34. Bid validity will be of **180 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.**
- 35. 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.

36. Warranty

- 36.1. **Warranty:** Comprehensive onsite warranty for minimum 5 Year from the date of installation & completion of successful FAT of procured equipments.
- 36.2. If any equipment gives continuous trouble, say 3 times in one month during the warranty period, the bidder shall replace the same with new equipments without any additional cost to the purchaser.
- 36.3. If any manufacturing or other technical defects are found within the warranty period, the same will have to be replaced or rectified free of cost by the bidder.
- 36.4. Maintenance service: Free maintenance services shall be provided by the Bidder during the period of warranty.
- 36.5. 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.
- 36.6. The Bidder / System Integrator will be required to co-ordinate with software vendor and / or do liasioning with other service provider to achieve the end-to-end connectivity.

37. Penalty Clause

37.1. Penalties for delay in delivery and installation:

a) If the bidder fails to deliver and install the requisite hardware and software within 6 weeks from 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.

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- b) The amount of penalties for delay in delivery shall be subject to a maximum limit of 10% of the total contract value.
- c) Delay in excess of 5 weeks will be sufficient to cause for termination of the contract. In that case the Performance Bank Guarantee of the bidder will be forfeited.
- d) The successful bidder will have to carry out the Installation, Configuration & Integration within 2 weeks from the go ahead given by the department after delivery of the material. The delay in the Installation, Configuration & Integration will attract the penalty of Rs. 2,000/- per day delay in addition to any penalty for the delay in delivery.
- a) In case, the selected bidder does not supply the ordered items for any reason, he will be liable to pay the difference amount to the purchaser, over and above the Performance Guarantee, which indenter departments\Boards\Corporations have to pay to the next or other selected bidder for purpose of the said items.

37.2. Operational / Warranty period Penalties:

- a) During warranty period, bidder will have to response the call within 4 hours and resolve the complaint within 24 hours. If the complaint is not resolved within 24 hrs, the penalty of Rs. 1,000 per hour delay will be levied for Storage System. However, if the complaints are not resolved within 7 days then from 8th day till 14th day, the penalty would be levied @ 150% and from 15th day onwards the penalty @ 200% of the above rates would be levied. The amount of penalty will be recovered from the Performance bank guarantee during warranty period.
- b) The amount of Operational/Warranty period Penalty shall be subject to a maximum limit of 10% of the total contract value.
- c) Successful bidder should submit the Performance Bank Guarantee @ 10% of total order value for the duration of Warranty Period + 3 months as per bid requirements. In any case, bidder is required to maintain 10% 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 bidder is required to submit the additional PBG of "X" amount for the period of 58 months i.e. 63 months 5 months.
- 38. **Payment:** Payment for Goods and Services shall be made by Purchasing Department in Indian Rupees as follows:
 - 38.1. No advance payment will be made.
 - 38.2. 70 % payment (of Storage System with 3 Year warranty) after successful inspection / physical verification & delivery of the ordered goods at specified locations. The inspection / physical verification will be done as decided by GIL.
 - 38.3. 20 % payment (of Storage System with 3 Year warranty) will be made after completion of installation, commissioning, configuration & user's functional training as per the scope of work.
 - 38.4. Balance 10% payment (of Storage System with 3 Year warranty) will be made after three months from the date of successful completion of FAT.
 - 38.5. AMC / Additional 2 Year Warranty Cost of the Storage System will be released yearly in advance.
- 39. GIL reserves the right to change any bid condition of any item even after inviting the bids, with/without prior notification.
- 40. GoG / GIL's Right to accept any Bid and to reject any or all Bids GoG / GIL reserves 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.
- 41. The bid quantities are estimated based on the receipt of the requirement from Indenting Department. 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.



- 42. **Limitation of Vendor's Liability:** Vendor's cumulative liability for its obligations under the contract shall not exceed the contract value and the vendor shall not be liable for incidental, consequential, or indirect damages including loss of profit or saving.
- 43. All correction/addition/deletion shall require authorized countersign.
- 44. Force Majeure Shall mean and be limited to the following:
 - a) Fire, explosion, cyclone, earthquake, flood, tempest, lightening or other natural physical disaster;
 - b) War / hostilities, revolution, acts of public enemies, blockage or embargo;
 - Any law, order, Riot or Civil commotion, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrictive trade practices or regulations;
 - d) Strikes, shutdowns or labor disputes which are not instigated for the purpose of avoiding obligations herein, or;
 - e) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order;
 - f) Any other circumstances beyond the control of the party affected;
 - The BIDDER shall intimate Purchaser 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, Purchaser reserves the right to cancel the order.

Delivery & Installation period may be extended due to circumstances relating to Force Majeure by the Purchaser. Bidder shall not claim any further extension for delivery & installation or completion of work. Purchase / GoG shall not be liable to pay extra costs under any circumstances.

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 deliverables, as stated elsewhere.

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

45. The Clarifications if any should be submitted in writing to GIL at least on or before 1 days of pre-bid meeting date. Thereafter the clarifications received from the bidders will not be entertained.

Your bid should be submitted on website https://gil.nprocure.com on or before 15:00 Hours, 15.09.2018.

Proposals after due time period will not be accepted.

The Technical Bids will be opened on **15.09.2018** at **17:00** Hours at GIL, Block No. **1**, **8**th Floor, Udyog Bhavan, in the presence of the committee members and representatives of the bidders, who have submitted valid bids. Only one representative from each bidder will be allowed to attend the tender opening. 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 (Tech.), 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; vijayb@gujarat.gov.in

Fax / Email should be followed by post confirmation copy.



SECTION IV

Minimum Technical Specification

Sr. No.		Item Minimum Specifications							
Item	m No. 1: Storage System								
	Parameter								
1	Capacity	 Total Usable capacity should be 250 TB from Day one. The Storage capacity mentioned is the Usable capacity in RAID 6 Configuration. Additionally, minimum 2 Hot Spare Drives must be offered. Disks should be minimum of 7.2 K or higher RPM with 8TB or higher capacity NL SAS drive. Should support self-encrypted SAS and NL SAS drives. 							
	High Availability	 Controllers / Node should work in Active-Active mode from day one. The storage should not have any single point of failure on components like controllers, disks, cache memory, I/O Ports, Power supply, Fan, etc. 							
	Cache	 Each storage Controller / Node should be supplied with minimum 8 GB Cache. The storage array must have complete cache protection mechanism either by de-staging data to disk or providing complete cache data protection with battery/capacitor backup. 							
	Compatibility	 Should be able to store all types of data (Data, Voice, Images, Video, etc.) Should support SAS, NL-SAS & SSD drives within same storage system Should support Windows (Windows 2012/2016), VMware and Linux operating systems. Modular design to support controllers and disk drives expansion Should be Rack Mountable Should support remote management 							
	RAID	• The solution must support different RAID groups (RAID 0, 1, 5, 6 and 10)							
	Storage Management Software	 Storage management software should be supplied with required licenses for the total capacity. Load Balancing & multi-path functionality should be enabled from day one. Data Protection: Should support minimum 512 Snapshots from day 1. Data Tiering: Should support data tiering between SSD, SAS and NL SAS as and when required. Necessary licenses to be considered. 							



Management Console	 A single command console for entire storage system. The Solution should allow role-based access, audit logs, performance monitoring and other general operations and administration capabilities through GUI/CLI. Minimum features of Management software should be: System Status i.e. CPU, Memory, Disks, Network resources, Cache, etc. Display total, allocated and utilized capacity Thin Provisioning feature & license should be included Volume Copy feature & license Snapshots feature & license Firmware upgrade Display hardware details of drives, controller, connectivity, ports, etc. System audit Logs Should generate alert/notification Reports – Scheduled and Manual Historical graphs of storage performance utilization Should display capacity utilization, RAID, Alarms event and notifications.
Monitoring	 It should have the functionality to monitor performance, utilization of storage in IOPS & MB/s through management software. Auto Alerts on Failure of physical components like CPU, Disk, Memory etc. Should support real time monitoring of software version, hardware status and system capacity usage.
Network Ports	 Minimum 4 x 16Gb FC, 4 x 10Gbps iSCSI frontend host ports for connectivity to servers. Minimum 4 x 6 Gb/s backend ports.
Connectivity & Protocols	• FC, iSCSI
Others	The proposed solution should be supplied with required cables, Indian standard power cords and all other required accessories like patch cords, connectors, interfaces, licenses etc.

Note:

- Currently bidder will have to consider the BoQ only for the current capacity (250 TB Usable Capacity & 8 GB Cache per controller) as asked in the specifications and quote the cost accordingly. No upfront cost to be consider for the scalability.
- Successful bidder will have to migrate 1 TB data from existing NAS (HP StoreEasy 1650) and SAN Storage (HP MSA 2040) with the development of application / connector. This application / connector will be used for future data migration if required by CMO / GIL.



SECTION V

FINANCIAL BID FORMAT

Sr. No.	ITEM	Qty. (In Nos.)	Unit Price with 3 Year warranty (In Rs. Without tax)	Unit Price for additional 2 Year Warranty (In Rs. Without tax)	Total Price with 5 Year Warranty (In Rs. Without tax)	Rate of GST (%)
Α	В	С	D	E	F = C x (D+E)	G
1	Storage System	2				
Grand Total			ıl			

Note:

- > L1 will be the lowest sum total of rates of all line items without tax.
- > The Bidder shall explicitly mention the applicable rate of tax.
- Supply, installation, configuration & services mentioned in scope of work should be carried out by the successful bidder at Hon'ble C. M. Residence.
- Bidder will have to consider all the necessary additional hardware, software / licenses for the mentioned activities to achieve the requirements as defined in scope of the work.
- The costs must be valid for a period of 180 days from the date of financial bid opening. It should be quoted in Indian rupees only.
- > Costs must include cost of delivery at designated locations including transit insurance.



SECTION VI

Bid Processing Fees & Earnest Money Deposit Details

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

ELIGIBILITY CRITERIA

Form No. E1: Financial strength of the bidder

Financial Year	Turnover (Rs. In Crores)	Audited Accounts uploaded? (Yes/No)
2015-16		
2016-17		
2017-18		
Grand Total		

Note: Please fill this form and upload the Audited Annual Accounts / Balance Sheet along with Profit & Loss Account and CA Certificate for the last three financial years.

Form No. E2: Office in GUJARAT

Sr. No.	Address	Contact Person	Contact Nos.	Type of supporting document attached
1				
2				

Note: You may mention more than one office (if applicable) by adding multiple rows which may be added by "NUMBER OF ROWS TO ADD".

Form No. E3: Warranty Support & repairing cum replacement service up to delivery locations

Sr. No.	Address	Contact Person	Contact Nos.	Type of supporting document attached
1				
2				

Note: Please fill this form and upload the supporting documents.

Form No. E4: Experience Details for Storage System (Customer References)

Sr. No.	Name of the Organization	Contact Person Name	Contact Details	Date of PO	Value of Order	Description of Works Carried Out	Type of Supporting Document Attached
1							
2							
•							

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



Form No. E5: Authorization Letters

Sr. No.	Item	Make & Model	Name of OEM	Authorization letter Submitted? (Yes/No)
1	Storage System			

Note: Please fill this form and upload the OEM Authorization Letter in scanned format.

Form No. E6: ISO 9001:2008 Certification for Manufacturing

Sr.	ltem	Make & Model	Name of OEM	ISO Certificate Valid up to	ISO Certificate Submitted? (Yes/No)	
1	Storage System					

Note: Please fill this form and upload the ISO Certificates in scanned format.

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

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GUJARAT INFORMATICS LIMITED BLOCK NO. 1, 8^{TH} FLOOR, UDYOG BHAVAN, SECTOR-11, GANDHINAGAR

SECTION VII

Performa of Compliance letter/Authenticity of Information Provided

(Or	(On Non judicial Stamp paper of Rs. 100/- duly attested by the First class Magistrate/Notary Public)						
			Date:				
-	at Informatics Ltd. -1, 8 th Floor, Udyog Bhavan,						
Sub: Co	Compliance with the tender terms and conditi	ions, specifications	and Eligibility Criter	ria			
Ref:	Bid for Supply, Installation, Commissionin Hon'ble Chief Minister's Office, Gandhinaga	_		em on behalf of			
Dear Si	Sir,						
	reference to above referred tender, I, und signation of Signatory>>, is authorized to give t	•	• •	• •			
	ish to inform you that we have read and under above mentioned bid submitted by us on DD.		al specification and	total requirement			
	ereby confirm that all our quoted items meet pecifications mentioned in the bid document.	or exceed the requ	irement and are abs	solutely compliant			
	lso explicitly understand that all quoted iten ical specification overrides the brochures/staures.		•				
	e of breach of any tender terms and condition fied as mentioned above, the decision of GIL To		•	•			
to be f	nformation provided in our submitted bid is confided false or incorrect, you have right to reject cancel the award of contract. In this event, GIL	our bid at any sta	age including forfeit	cure of our EMD/			
Thankir	ring you, Dat	ed this	day of	_YYYY			
	Sign	nature:					
	(In t	the Capacity of) :					
	Duly ————————————————————————————————————	y authorized to sigr	bid for and on beha	ait of 			

Note: This form should be signed by authorized signatory of bidder



Annexure A

Format of Earnest Money Deposit in the form of Bank Guarantee

Ret:	Bank Guarantee No.
	Date:
То,	
DGM (Technical)	
Gujarat Informatics Limited	
8th Floor, Block -1, Udyog Bhavan,	
Sector - 11, Gandhinagar - 382010	
Gujarat, India	
Whereas (here bid dated in response to the Tender no: HWT290 and Maintenance of Storage System on behalf of Hon'ble C MEN by these presents that WE	0818510 for Supply, Installation, Commissioning thief Minister's Office, Gandhinagar KNOW ALI
having our registered office at	
"the Bank") are bound unto the Gujarat Informatics Limit	ed in the sum of for which
payment well and truly to be made to Gujarat Informatics Li assigns by these presents. Sealed with the Common Seal of th YYYY.	

THE CONDITIONS of this obligation are:

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

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

This guarantee will remain valid up to 9 months from the last date of bid submission. 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.

GiL

GUJARAT INFORMATICS LIMITED BLOCK NO. 1, 8TH FLOOR, UDYOG BHAVAN, SECTOR-11, GANDHINAGAR

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	YYYY.
Signed and delivered by			
For & on Behalf of			
Name of the Bank & Branc Its official Address	h &		

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/10/2018/18/DMO dated 16.04.2018 (http://www.gil.gujarat.gov.in/grs/DMO 2173 16 Apr 2018 714.pdf) issued by Finance Department or further instruction issued by Finance department time to time.



SECTION VIII

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,	
(hereinafter referred to as the OWNER/PURCHA	Purchaser/Indenter, Government of Gujarat, Gandhinagar SER which expression shall unless repugnant to the context administrators and assigns) having awarded to M/s having Principal Office at
unless repugnant to the context or meaning t executors and assigns) the supply of	reinafter referred to as the "SELLER" which expression shall hereof include their respective successors, administrators,
OWNER/PURCHASER and further agrees that enforceable till the OWNER/PURCHASER dischafullest liberty without affecting in any way the liaextend the time for performance by the SE PURCHASER shall have the fullest liberty, without the exercise of any powers vested in them or of	intee during its currency without previous consent of the the guarantee herein contained shall continue to be arges this guarantee. OWNER/PURCHASER shall have the ability of the Bank under this guarantee from time to time to LLER of the aforementioned CONTRACT. The OWNER/ ut affecting this guarantee, to postpone from time to time any right which they might have against the SELLER, and to and either to enforce to forebear to enforce any covenants

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.

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 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.

				rantee is restricted to Ri in force up to and includin	
				as may be desired by th	
SELLER on whose behalf th					
Dated at	on this	day of	YYYY.		
Signed and delivered by					
For & on Behalf of					
Name of the Bank & Brand Its official Address	ch &				
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/10/2018/18/DMO dated 16.04.2018 (http://www.gil.gujarat.gov.in/grs/DMO 2173 16 Apr 2018 714.pdf) issued by Finance Department or further instruction issued by Finance department time to time.

GIL GUJARAT INFORMATICS LIMITED

GUJARAT INFORMATICS LIMITED BLOCK NO. 1, 8^{TH} FLOOR, UDYOG BHAVAN, SECTOR-11, GANDHINAGAR

CONTRACT FORM

THIS	AGF	REEMEN	IT made							, YYYY		ween
	acer	horoir	after "the	_ (Name	<i>of purcna</i> aser" of th	iser) of					(Coun	try of
		Supplier								olier) herein	after calle	d "the
•	-		ther part :				_ ()	,	-)	,		
WHE	REAS	the	Purchase	er is	desirous	that	certain	Goods	and	ancillary	services	viz., (Brief
Descr	iptio	n of God	ods and Se	ervices) a	and has acc	epted a	bid by th	e Supplie	for the	e supply of	those good	
		the sur								 '	ct Price in \	
	_	es) here	einafter ca	lled "the	e Contract	Price in	Words ar	nd Figure	s" here	inafter calle	ed "the Co	ntract
Price.	,,											
NOW	THIS	AGREE	MENT WIT	THNESSE	TH AS FOLL	.ows:						
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 fo	llowing do	cument	s shall be	deeme	d to form	and be r	ead an	d construe	d as part o	of this
		Agreer	nent, viz.:								·	
		2.1	the Bid F	orm and	I the Price S	chedul	e submitte	ed by the	Bidder;			
		2.2	terms an	d condit	ions of the	bid						
		2.3	the Purcl	haser's N	Notification	of Awa	rd					
3		In cons	sideration	of the	payments t	o be n	nade by th	ne Purcha	ser to	the Supplie	er as herei	nafter
		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				-						ion 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		-	•			es whic	h shall he	supplied	/ prov	ided by the	Supplier :	are as
3		Particulars of the goods and services which shall be supplied / provided by the Supplier are as enlisted in the enclosed annexure:										
TOTA	L VA	LUE:										
DELIV	'ERY	SCHEDL	JLE:									
INI \A/I	TNF	S whor	oof the na	rtias hai	eto have ca	hazııc	hic Agraan	nent to he	AVACUI	ted in accor	dance with	thair
			-		st above wr		ilis Agreen	icht to be	CACCU	ica iii accoi	dance with	rtiicii
Signe	d, Se	aled and	d Delivere	d by the								
Said _						(For the	e Purchase	r)				
In the	pres	sence of	f			_						
Signe	d, Se	aled and	d Delivere	d by the								
Said						(For the	e Supplier)					
							,					
	•											