



GUJARAT INFORMATICS LIMITED

Block No. 2, 2nd Floor, Karmyogi Bhavan,
Sector 10 A, Gandhinagar – 382010.

Phone No.: 079 - 23256022, Fax No.: 079 - 23238925

**Bid for Purchase of Split Air Conditioners for the use
under GSWAN on behalf of Department of Science &
Technology, Gandhinagar**

Tender No. HWT180918516

Pre-bid Meeting: 27.09.2018 at 1500 hours

Last Date of Submission of Bid: 10.10.2018 till 1500 hours

Last Date of Submission of Bid Processing Fees & EMD: 10.10.2018 till 1500 hours

Date of Opening of Bid : 10.10.2018 at 1700 hours

Bid Processing Fee: Rs. 1770/-

Gujarat Informatics Limited (hereinafter referred to as “GIL”), on behalf of Department of Science & Technology, Gandhinagar (hereinafter referred to as “PURCHASER”) invites offers through e-tendering route for Purchase of Split Air Conditioners for the use under GSWAN on behalf of Department of Science & Technology, Gandhinagar (Tender no. HWT180918516)

The Terms and Conditions are as follows:

- 1 The last date of submission of bid on the website <https://gil.nprocure.com> is **10.10.2018, 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.
- 4 The bidder will have to supply, install, and maintain carry out necessary integration at offices located all across Gujarat State.
- 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 till the bid validity (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 The bidder has to upload the compliance letter on its letterhead duly signed by the authorized signature and other supporting documents as asked for in the bid in scanned format. Failing to submit the same or non-compliance/deviation from any bid terms and conditions, eligibility criteria or technical specifications may result in rejection of the bid.
- 8 The Bidder has to examine all instructions, forms, terms, conditions and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in rejection of its bid.
- 9 Amendment of Bidding Documents (Corrigendum)
 - 9.1 At any time prior to the deadline for submission of bids, GIL may, for any reason, whether its own initiative or in response to the clarification request by a prospective bidder, modify the bidding documents.
 - 9.2 The corrigendum will be published on website <https://gil.nprocure.com> & www.gil.gujarat.gov.in.
 - 9.3 In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids GIL, at its discretion, may extend the deadline for the submission of bids.
- 10 Bid Currency – Prices shall be quoted in Indian Rupees only.
- 11 The Bidder will have to submit **Non refundable Bid Processing Fees of Rs. 1,770/- and Earnest Money Deposit (E.M.D.) of Rs. 17,000/- (Rupees Seventeen Thousand Only)** in the separate cover within the main sealed cover of the bid at GIL office with the heading “**Bid Processing fees**”

and EMD for Bid for purchase of Split Air Conditioners on behalf of DST, Gandhinagar e-Tender No. HWT180918516”

- ✓ Bid processing fees must be in the form of Demand Draft in the name of “Gujarat Informatics Ltd.” payable at Gandhinagar along with the covering letter. Please affix the stamp of your company on the overleaf of demand draft.
- ✓ EMD shall be submitted in the form of Demand Draft OR in the form of an unconditional Bank Guarantee (which should be valid for 9 months from the last date of bid submission) of All Nationalized Bank including the public sector bank or Private Sector Banks or banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2018/18/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 as per prescribed format given at **Annexure A**) and must be submitted along with the covering letter.

Note: Failing to submit physical covers of EMD and bid processing fees at GIL on or before 10.10.2018 up to 1500 hours may lead to the rejection of the bid.

- 12 In case of non-receipt of Bid Processing fees and EMD as mentioned above within prescribed time the bid will be rejected by GIL as non-responsive.
- 13 The bidder must be Authorized Dealer / Distributor / Re-seller or should be authorized by its OEM to quote this bid.
- 14 Unsuccessful/disqualified bidder’s E.M.D. will be returned as promptly as possible but not later than 15 days after the expiration of the period of bid validity OR upon the successful Bidder signing the Contract, and furnishing the Performance Bank Guarantee @ 5% of the total order value as prescribed by GIL, whichever is earlier.
- 15 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.
- 16 The Successful bidder has to submit Performance Bank Guarantee @ 5% of total order value within 15 days from the date of issue of Purchase order for the duration of warranty from all Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative 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 bidders will have to sign the contract upon receiving the Purchase order with the purchaser(s) within 15 working days from the date of Purchase order. (The draft of the Contract form is attached herewith)
- 18 The successful Bidder’s E.M.D. will be returned upon the Bidder signing the Contract, and furnishing the Performance Bank Guarantee @ 5% of the total order value and offer of inspection of the ordered material.
- 19 The E.M.D. may be forfeited:
 - (a) if a Bidder withdraws its bid during the period of bid validity

- (b) In case of a successful Bidder, if the Bidder fails:
- (i) To sign the Contract as mentioned above or
 - (ii) To furnish performance bank guarantee as mentioned above or
 - (iii) If the bidder is found to be involved in fraudulent practices.

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.

- a) if the bidder fails to deliver any or all of the Goods within **30 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 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 Price shall be inclusive of all freight, forwarding, transit insurance and installation charges.

22 Prices shall be inclusive of Excise Duties if any. 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.

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

24 Modification and Withdrawal of Bids

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

24.2 No bid will 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.

25 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.

- 26 The Bidder's names, Bid modifications or withdrawals, discounts and the presence or absence of relevant E.M.D. and such other details as GIL/GOG officer(s) at their discretion, may consider appropriate, will be announced at the opening.
- 27 **Evaluation of the Bids:** After the closing time of submission, GIL/GOG committee will verify the submission of Bid Processing Fees and EMD as per bid terms and conditions. After that, the committee will verify for the authorization to quote this bid. The financial bid of qualified bidders will be opened **and financially L1 bidder will be decided from the sum total of prices for all line items without tax** and then called for further negotiations if required.
- 28 The order may be split among a number of technically qualified bidders at the discretion of GIL/Purchaser. The bidder with overall competitive quote will be given preference on the ordered quantity.
- 29 **The bidder will have to offer the inspection in the manner as decided by GIL** before delivering to the respective sites or at customer sites. The cost of the same has to be borne by the supplier. Any deviation found in the specification of the produced goods or delivered goods after inspection from the tender specifications will lead to the cancellation of the order, forfeiture of EMD/PBG and prohibition in the participation in the future purchase of Government of Gujarat. GIL/GoG will not be responsible for any time delay which may arise due to any deviation from the bid technical specification found at the time of inspection and the bidder has to deliver and install the ordered goods within prescribed time limit. **At the time of inspection, bidder is required to produce OEM's confirmation on OEM's Letter head with Sr. nos. of Equipment and Software supplied for back to back warranty support as per tender terms and conditions.**
- 30 Successful bidder has to paste non-removable sticker on all AC's with details of Tender no., bidder's name, address, contact detail, service centre/ help line number and warranty expiry date
- 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 and Installation:** Within 30 working days from the date of purchase order at respective site/ locations.
- 33 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.**
- 34 **Warranty:** Comprehensive onsite warranty of 5 **Years** from the date of installation. Free maintenance services shall be provided by the Bidder during **the period of warranty for 5 years.**
- 35 **Payment:** Payment for Goods and Services shall be made by the Purchasing Department in Indian Rupees as follows:
- 35.1 No advance payment will be made.
- 35.2 100% payment after delivery and successful installation at site.
- 36 **Penalty Clause:**

- 36.1 If the bidder fails to deliver and install the requisite item within the time limit as mentioned in the bid, then a sum equivalent to one percent (**1 %**) of the total contract value shall be deducted from the payment for each calendar week of delay or part thereof.
- 36.2 Delay in excess of 2 weeks from the date of confirmed purchase order will be sufficient to cause for termination of the contract. In that case the Performance Bank Guarantee of the bidder will be forfeited.
- 36.3 In case, the selected bidder does not supply the ordered items for any reason, the bidder will be liable to pay the difference amount to the purchaser, over and above the performance guarantee, which indenter department has to pay to the next or other selected bidder for purpose of the said items.
- 37 GIL reserves the right to change any bid condition of any item even after inviting the bids, with/without prior notification.
- 38 The quantity & locations (Annexure A) of District Collector Offices are indicative based on the receipt of the requirement. The tendered quantities are estimated based on the receipt of the requirement from the Department. The quantities may decrease up to 50% of the bid quantity or increase up to 100% 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.
- 39 GIL reserves the right to cancel any or all of the bids without assigning any reasons.
- 40 All correction/addition/deletion shall require authorized countersign.
- 41 **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.
- 42 Force Majeure Shall mean and be limited to the following:
- a) War / hostilities
 - b) Riot or Civil commotion
 - c) Earthquake, flood, tempest, lightening or other natural physical disaster.
 - d) Restrictions imposed by the Government or other statutory bodies, which prevents or delays the execution of the order by the BIDDER.

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

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

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

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

- 43 The Clarifications if any should be submitted in writing to GIL at least on or before 2 days of pre-bid meeting date. Thereafter the clarifications received from the bidders will not be entertained.
- 44 Bidders can seek written clarifications at least 10 days before the date of submission of Bid to Deputy General Manager (Tech), Gujarat Informatics Ltd., Block No. 2, 2nd Floor, Karmayogi Bhavan, Sector 10-A, Gandhinagar 382010. GIL will clarify and issue amendments if any. No further clarification what so ever will be entertained.

The bid should be submitted on the website <https://gil.nprocure.com> on or before 1500 Hours, **10.10.2018.**

The Technical Bids will be opened on **10.10.2018 at 1500 Hours at Gujarat Informatics Ltd., Block No. 2, 2nd Floor, Karmyogi Bhavan, Sector 10-A, Gandhinagar** 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 (Technical),
Gujarat Informatics Limited
Block No. 2, 2nd Floor, Karmyogi Bhavan,
Sector – 10 A, Gandhinagar 382010
Phone No. 079-23259239,
Fax No. 079-23238925,
E-mail: viveku@gujarat.gov.in

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

SECTION I

Bid Processing Fees and Earnest Money Deposit Details:

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

Authorized Dealer / Distributor / Re-seller or Authorized by OEM to quote this bid:

Name of Bidder	Authorized Dealer / Distributor / Re-seller or Authorized by OEM to quote this bid? (Yes/No)	Type of supporting document submitted

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

Make & Model List

Sr. No.	Item	Make & Model	Brochures/ website literature attached? (Yes/No)
1	2 ton split inverter based AC with 3 (Three) star rating		

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

Annexure I

Bill of Material: Details of Split Air Conditioners

Items with description				
Sr. No.	Item	Qty.	Matched/ Not Matched	Deviation/ Remarks (If any)
1	2 ton inverter split Air Conditioner with three star rating & necessary installation including casing, copper tubing, electrical cables, clamps, fitting & dismantling of existing air conditioners (2 at each location) & 5 year warranty support	17		

Annexure II

Financial Bid Format:

Sr. No.	ITEM	Quantity (In Nos.)	Unit Price with 5 Years Warranty (In Rs. Without tax)	Total Price with 5 Years Warranty (In Rs. Without tax)	Rate of GST (%)
A	B	C	D	E=C*D	F
1	2 ton inverter split Air Conditioner with three star rating & necessary installation including casing, copper tubing, electrical cables, clamps, fitting & dismantling of existing air conditioners (2 at each location) & 5 year warranty support	17			
Grand Total					

Note:

1. L1 will be the lowest sum total of rates without tax with 5 years warranty.
2. No additional charges would be paid to bidder, bidder has to ensure all the charges including additional copper tubing, electrical cables, clamps, fitting and dismantling and support charges are included.

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 No. 2, 2nd Floor,
Karmyogi Bhavan, Sector 10 A, GANDHINAGAR

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

Ref: Tender no. HWT180918516

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 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

Annexure A

Format of Earnest Money Deposit in the form of Bank Guarantee

Ref: Bank Guarantee No.
Date:

To,
DGM (Technical)
Gujarat Informatics Limited
Block No. 2, 2nd Floor, C & D Wing,
Karmayogi Bhavan, Sector - 10 A,
Gandhinagar – 382010, Gujarat, India

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the Tender no: HWT180918516. 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.
 - (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 further agrees that if this guarantee is extended for a period as mutually agreed between bidder & owner/purchaser, the guarantee shall be valid for a period so extended provided that a written request for such extension is received before the expiry of validity of guarantee.

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHASER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

The Bank also agree that the OWNER/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 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.



**Performa of Contract-cum-Equipment
Performance Bank Guarantee**
(To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.

Date:

To

Name and Address of the Purchaser/Indenter

Dear Sir,

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

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

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/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 and on Behalf of

Name of the Bank and Branch and
Its official Address

List of approved Banks

(Any Nationalized Bank including the public sector bank or Private Sector Banks authorized by RBI or Commercial Bank or Regional Rural Banks of Gujarat or Co-Operative Bank of Gujarat (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.

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 _____

Annexure A – List of Locations

District Control Room – Collector office AC Detail			
Sr. No.	Address	Num. of AC Required	Capacity (Ton & Rating)
1	Collector Office, Railway Colony, Bharuch - 392001	2	2 Ton, 3 Star
2	Collector Office, GH Road, Sector 11, Near Pathika Ashram, Kacheri, Gandhinagar, Gujarat 382017	2	2 Ton, 3 Star
3	Collector Office, Police Line, Jamnagar Jamnagar	2	2 Ton, 3 Star
4	Collector Office, Dabhan Road, Yogi Nagar, Nadiad, Gujarat 387002	3	2 Ton, 3 Star
5	Collector Office, Court Road, Juna thana Government quarters, Panch Hatdi, Navsari, Gujarat 396445	3	2 Ton, 3 Star
6	Collector Office, Jilla Seva Sadan -2, B- Block, 5th Floor Athwalines, Surat, Gujarat 395001	2	2 Ton, 3 Star
7	Collector Office, Panvadi, Tapi , Gujarat 394650	3	2 Ton, 3 Star

Air conditioners to be installed at GSWAN control room in collector offices mentioned above.