

## **Bid Document**



**GUJARAT INFORMATICS LIMITED**  
Block No. 2, 2<sup>nd</sup> Floor, Karmayogi Bhavan,  
Sector-10 A, Gandhinagar 382 010  
Phone No: 079 - 23256022

**Bid for Selection of Agency for providing  
Bandwidth for VATIS Project on behalf of Office of  
the State Tax, Government of Gujarat  
(Tender No. HWT241019590)**

**Pre-bid meeting: 06.11.2019 at 1530 hours**

**Last Date of Submission of Bid: 25.11.2019 up to 1500 hours**

**Last Date of Submission of Bid Processing Fees & EMD: 25.11.2019 up to 1500 hours**

**Date of Opening of Bids: 25.11.2019 on 1700 hours**

**Bid Processing Fee: Rs. 17,700 /-**

## **DISCLAIMER**

The information contained in this Request for Proposal (RFP) document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the TENDERER (herein after referred to as the Department) or any of their employees or consultants, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

The purpose of this RFP is to provide interested parties with information that may be useful to them in eliciting their financial offers (the "Proposal") pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the TENDERER, in relation to the RFP. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for TENDERER, its employees or Consultants to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own surveys and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources before filling up the RFP. Any deviation in the specification or proposed solutions will be deemed as incapability of the respective Agency and shall not be considered for final evaluation process.

Information provided in this document to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The TENDERER accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The TENDERER - its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness, delay or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way during the Bidding process.

## Introduction

Gujarat Informatics Limited (herein after referred to as GIL), on behalf of Office of the State Tax, Government of Gujarat (herein after referred to as the Department) intend to invite bid for their requirement of Internet Bandwidth for VATIS Project.

The selected agency will have to provide Bandwidth for VATIS Project as per the scope defined in this bid for the contract period of three years.

Gujarat Informatics Limited, on behalf of Office of the State Tax, Government of Gujarat has published this bid for "for Selection of Agency for providing Internet Bandwidth for VATIS Project for Office of the State Tax, Government of Gujarat". 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. 17,700/- & Earnest Money Deposit (E.M.D.) of Rs. 10,00,000/- (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 HWT241019590 for Selection of Agency for providing Internet Bandwidth for VATIS Project for Office of the State Tax, Government of Gujarat.**"

- **Bid processing fees** must be in the form of **Demand Draft** in the name of "**Gujarat Informatics Limited**" payable at Gandhinagar along with the covering letter.
- **EMD** as mentioned above, 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 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](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.

Section	Name of Section
Section - 1	Eligibility Criteria
Section - 2	Scope of Work
Section - 3	Instructions to Bidders / General Terms & Conditions
Section - 4	Financial Bid Format
Section - 5	Annexure
Section - 6	Performa of Compliance letter / Authenticity of Information Provided
Section - 7	Performa of Performance Bank Guarantee & Contract Form

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

1	Bid Reference Number	<b>Tender No. HWT241019590</b>
2	Date of Pre-Bid Meeting	<b>06.11.2019 on 1530 hours</b>
3	Venue of Pre-Bid Meeting	<b>Gujarat Informatics Limited</b> Block No. 2, 2 <sup>nd</sup> Floor, Karmayogi Bhavan, Sector-10A, Gandhinagar 382 010
4	Last Date & Time for Submission of Bids electronically on <a href="https://www.gil.nprocure.com">https://www.gil.nprocure.com</a>	<b>25.11.2019 till 1500 hours</b>
5	Date & Time of Opening of Bids (Un-priced Bids)	<b>25.11.2019 at 1700 hours</b>
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	<b>Gujarat Informatics Limited</b> Block No. 2, 2 <sup>nd</sup> Floor, Karmayogi Bhavan, Sector-10A, Gandhinagar 382 010
8	Bid Processing Fees (Non-refundable)	<b>Rs. 17,700/-</b>
9	Earnest Money Deposit (E.M.D.)	<b>Rs. 10,00,000/-</b>
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. 100 Crore (Minimum)** of last three financial years as on 31.03.2019. The copies of Audited Annual Accounts/Balance Sheet along with Profit & Loss Account and CA Certified Statement for last three financial years shall be attached along with the bid. **In Case of Unaudited Balance sheet for the financial year 18-19, provisional CA certificate is allowed. (Form no. E-1)**
2. The bidder must have one office in Gujarat. Please upload 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/CST/GST 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 work order.**
3. The bidder must have sufficient experience and expertise in providing Internet Bandwidth. The bidder must be in the ISP business for at least last 5 years (In case of mergers/acquisitions/restructuring or name change, the date of establishment of earlier / original Partnership Firm / Limited Company has to be provided by the bidder). **(Form no. E-3)**
4. The bidder must have supplied at least 200 Mbps internet bandwidth across India and must have provided connectivity to at least 300 sites during the last three years as on bid submission date. The list of the customers with name and contact details must be provided along with the bid to support this eligibility. **(Form no. E-4)**
5. The bidder has to be a licensed ISP by Dept of Telecommunications for the state of Gujarat. Bidder is required to enclose valid ISP license with the bid.
6. The bidder should not have insolvency proceedings pending/No case of Bankruptcy should be pending against the company as on the date of bid submission. Affidavit duly notarized to be submitted
7. Bidder should not be blacklisted/debarred 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/debarred as per the clause should be submitted.

### **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

*To provide Internet Connectivity, Intranet Connectivity and Point to Point Connectivity as specified in the Bill of Material between DC, NDR, and to all client locations spread across the state.*

#### **1) Intranet connectivity:**

1. Providing and connecting **103 commercial tax Offices** in Gujarat with primary site at Ahmedabad and NR DR site at Gandhinagar on MPLS VPN platform with 2 Mbps dedicated b/w at each Office. Further, for certain locations as per the future requirement, Service provider has to provide the bandwidth in the multiplication of 2 Mbps as decided by CTD. Number of office may be increased or decreased at the time of order to be awarded.
2. Providing and connecting **8 check posts** in Gujarat with primary site at Ahmedabad and NR DR site at Gandhinagar on MPLS VPN platform with 2 Mbps dedicated b/w at each office. Further, as per the requirement, Service provider has to provide the bandwidth in the multiplication of 2 Mbps as decided by CTD. Number of check post may be increased or decreased at the time of order to be awarded.
3. Minimum SLA – uptime shall be of **99.5% for the connectivity provided by SI/Connectivity provider (CP) at all commercial tax offices and check post sites**
4. Point of link aggregation shall be at Head Office of Commercial Tax – Ashram Road for which 55 Mbps MPLS VPN port is required and Ahmedabad HO shall be connected with State Data Center (DR Site) at Gandhinagar on 55 Mbps MPLS port with “Any to Any” topology - connectivity with all the 103 ST Offices + 8 Check Posts.
5. The MPLS bandwidth should be symmetric (1:1) bandwidth.
6. SLA at Ahmedabad HO and SDC Gandhinagar shall be of **99.5% for the connectivity provided by SI/CP.**
7. **Ethernet Hands** off required at all the locations.
8. The last mile connectivity i.e. CTD’s Location and Vendor’s POP should be connected through Ethernet/FE.
9. While the connectivity provided by the Service provider shall be primary and it is important for the Service provider to deliver the SLAs, in an unlikely event of disruption in SLAs of the Service provider, GSWAN shall be configured in such a way that it works as an alternate connectivity.

#### **2) Internet Bandwidth Connectivity:**

1. Providing dedicated and unshared Internet Leased Line connectivity at 2 locations – i.e.
  - Ahmedabad Head Office DC – 200 Mbps (100 Mbps each from different ISP)
  - SDC – Gandhinagar (NDR) – 32 Mbps (16 Mbps each from different ISP)
2. Minimum uptime SLA will be of 99.5%.
3. Ethernet hands off required at both the locations.
4. The bandwidth supplied should be symmetric, equal upload and download speed with 100 % throughput.

#### **3) Point to Point Connectivity:**

1. Point to point connectivity of min **155 Mbps with redundancy** required between Ahmedabad HO (DC) and SDC Gandhinagar (Near DR) with FC connects for SAN to SAN replication.
2. The Service provider should provide Point to point connectivity without intervention of any active device in between DC to Near DR site. Customer should be able to increase/decrease the bandwidth depending upon the usage requirement. However, Service provide bidder can optionally provide Digital Leased Circuit (DLC) connectivity matching given SLA requirement.
3. Minimum uptime SLA will be of **99.5%**

4. Latency shall be less than **5 MS.** (Milliseconds)

**Common scope to all the above 3 sub- items of the connectivity**

- 1) The Intranet connectivity between **103 commercial tax Offices and 8 check posts** to primary site at Ahmedabad and NR DR site at Gandhinagar on MPLS VPN platform is envisaged as primary or main link and **GSWAN connectivity will be used as fall back network. SI/CP needs to configure CPE/routers at all end-point locations. GSWAN shall provide connectivity with required equipment's to achieve fail-over to GSWAN in case of failure of MPLS VPN provided by SI/CP.**
- 2) SI is expected to do a complete site survey for feasibility for positioning of the terminating equipment. Service provider has to decide the output at each location (Ethernet/fiber etc.).
- 3) SI has to ensure that the data transmitted on MPLS VPN based links should not be accessed / mixed with public network. Service provider has to ensure that MPLS based VPN connectivity should be fully secured and should fulfill the security requirements as per the IT-Act applicable from time to time. These links should be available in full duplex mode with sending and receiving available on the same circuit. For example, on a 128kbps circuit, 128kbps sending and 128 kbps receiving should be possible simultaneously.
- 4) SI shall provide project management plan, complete network diagram including detail technical Documentation for respective locations where connectivity has been provided.
- 5) SI shall ensure that their connectivity provider has proper upgradeability availability for primary links and secondary links.
- 6) SI will be solely responsible for all liaison work, project requirements, follow up etc. during project planning, execution, and tenure of contract. CTD to obtain any statutory and regulatory approval required
- 7) SI has to adhere to SLA as mentioned in RFP.
- 8) SI has to ensure Interface handoff at CE router as Ethernet or FE connectivity at all locations.
- 9) SI has to ensure redundancy management for the WAN part as per SLA
- 10) SI has to carry out Post implementation Management of the services as per SLA agreement.
- 11) SI has to ensure that connectivity provider should provide Unique Circuit Id required to log the call and Escalation Matrix and Billing record document.
- 12) The bidder shall maintain the circuit to highest possible efficiency during the period
- 13) Bidder has to carry out shifting of the bandwidth/connectivity in case of shifting of office location or closing of particular office location without any additional cost.

**PERFORMANCE MEASUREMENT**

Performance measurement will start from the date of commissioning at all locations.

- A. Uptime :** Minimum network uptime has to be 99.5% for each location which is up to the last mile. The up time will be calculated on quarterly basis for each location. (As described in SLA)
- B. Latency:** Maximum Latency has to be less than 50 ms for each MPLS link provided at each of the 103 commercial tax offices and 8 check posts. The average Latency will be measured in a quarter. The connectivity provider shall submit quarterly latency report per link to CTD or its designated agency.

For point to point connectivity (Point to point connectivity without intervention of any active device /digital lease circuit between Ahmedabad and Gandhinagar), Latency shall be less than **5 MS.** (Milliseconds). This latency will be measured on average per day.

- C. Throughput:** Throughput has to be 100% of prescribed speed of each link. The throughput will be measured at least four times on a random basis in a quarter by the CTD or its designated agency.
- D. Packet Loss:** "Packet Loss" refers to the percentage of packets lost over a period of time over a network segment. The successful bidder should ensure that maximum end-to-end packet loss is less than or equal to 1% for any network link.

## SECTION III

### General Terms & Conditions:

1. The last date of submission of bid on the website <https://gil.nprocure.com> is **25.11.2019 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 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.
4. 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.
5. 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.
6. In order to allow prospective bidders reasonable time to take into consideration, while preparing their bids GIL, at its discretion, may extend the deadline for the submission of bids.
7. Amendment of Bidding Documents (Corrigendum)
  - 7.1. At any time prior to the deadline for submission of bids, GIL may, for any reason, whether its own initiative or in response to the clarification request by a prospective bidder, modify the bidding documents.
  - 7.2. The corrigendum will be published on website <https://gil.nprocure.com> & [www.gil.gujarat.gov.in](http://www.gil.gujarat.gov.in).
  - 7.3. In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids GIL, at its discretion, may extend the deadline for the submission of bids.
8. Bid Currency - Prices shall be quoted in Indian Rupees only. Payment for the services as specified in the agreement shall be made in Indian Rupees only.
9. The bidder will have to submit **Nonrefundable Bid Processing Fees of Rs. 17,700/- & Earnest Money Deposit (E.M.D.) of Rs. 10,00,000/- (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 HWT241019590 for Selection of Agency for providing Internet Bandwidth for VATIS Project on behalf of Office of the State Tax, Government 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 as mentioned above, 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 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](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 and time for bid submission for this bid may lead to the rejection of the bid.

10. In case of non-receipt of Bid processing fees & EMD as mentioned above in your bid will be rejected by GIL as non-responsive.
11. 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.
12. 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.
13. 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](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).
14. Successful bidders will have to sign the contract for **3 Years** upon receiving the confirmed order with department within 15 working days from the dated of work order. (The draft is attached herewith). However, Department will review the performance of the successful bidder after 3 year and decide to extend the contract for further period of 1 Year or 2 Year on same rate and same terms & conditions of last contract rates. Department will have right to terminate the contract if the performance is found not satisfactory.
15. The successful Bidder's E.M.D. will be returned upon the Bidder signing the Contract, and furnishing the Performance Bank Guarantee as mention in this document.
16. 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.
17. Termination for Default:

Department / GoG may, without prejudice to any other remedy for breach of contract, by prior written notice of 30 days for 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, in the judgment of the department has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

“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;

- b. If the bidder does not start performing the contract within stipulated time period.
  - c. If the bidder stop performing the contract or withdraw the activity to perform the contract
  - d. If the bidder breach any terms & conditions of the contract or do not perform the contract in whole or part.
  - e. If the bidder do not follow the written instructions given by the department.
  - f. If the bidder does not perform the contract up to the satisfactory level even after regular feedback from the department.
  - g. In the event that the bidder shall cease conducting business in the normal course, or wind up, make a general assignment or the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under any act or statute of any country or state relating to insolvency or the protection of rights of creditors.
- 18.** In case of any disputes, Arbitration should be held at Gandhinagar Jurisdiction as per Arbitration Act 1996 & its 2015 or latest Amendments.
- 19.** 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.
- 20.** Price shall be inclusive of all freight, forwarding, transit insurance, reinstallation and maintenance charges.
- 21.** 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.
- 22.** Late Bids: The bidder will not be able to submit the bid after final submission date and time.
- 23.** Modification and Withdrawal of Bids
- 23.1.** The Bidder may modify or withdraw its bid before the due date of bid submission.
  - 23.2.** No bid will be allowed to be modified subsequent to the final submission of bids.
  - 23.3.** 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.
- 24.** 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.
- 25.** 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.
- 26. 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 & technical criteria evaluation will be carried out of the responsive bids. GIL may seek clarifications if required on eligibility & technical section. The financial bid of the bidders who are eligible & technically qualified 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.

27. The Contract will be awarded by the department at their own discretion to successful L1 bidder at finalized negotiated rates.
28. In case of successful bidder is found in breach of any condition(s) of bid or work order, at any stage during the course of contract 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.
29. 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.**
30. 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.

### 31. SLA & Penalty Clause

The Service Window for GUJ-VATIS Application at DC, NDR and check posts– 24 hrs x 7 Days ; for other locations – Com. tax department working hours (8 AM TO 12 PM )

#### SLA Objectives

Bidder has to provide connectivity and maintain Uptime as follows:

#### 1. General Conditions

During the period of SLA the bidder shall ensure proper functioning of Internet bandwidth, MPLS VPN based connectivity and point to point connectivity as mentioned in scope of work

#### A. Intranet connectivity

1. Minimum SLA – uptime shall be of **99.5%**.
2. Point of aggregation shall be at Head Office of Commercial Tax – Ashram Road for which 55 Mbps MPLS port is required and Ahmedabad HO shall be connected with State Data Center (DR Site) at Gandhinagar on 55 Mbps MPLS port with “Any to Any” topology - connectivity with all the 103 ST Offices + 8 Check Posts.
3. SLA at Ahmedabad HO and SDC Gandhinagar shall be of **99.5%**.

#### B. Internet Bandwidth Connectivity:

1. Providing dedicated and unshared Internet Leased Line connectivity at 2 locations – i.e Ahmedabad Head Office DC- 200 Mbps (100 Mbps each from two different ISPs) and SDC – Gandhinagar (NDR) - **32 Mbps each** (16 Mbps burstable to 32 Mbps from two different ISPs).
2. Providing dedicated and unshared Internet Bandwidth at 103 Ghatak offices, 23 Range Offices and 7 Divisional Offices – **2 Mbps each**.
3. Minimum uptime SLA will be of **99.5% on 1:1 ratio**.
4. Ethernet hands off required at both the locations.

#### C. Point to Point Connectivity:

1. Minimum uptime SLA will be of **99.5% for point to point connectivity between Ahmedabad HO(DC) and Gandhinagar SDC(Near DR)**
2. Latency shall be less than **5 ms** (Milliseconds) between DC to NDR
3. Minimum uptime SLA will be of **99.5%**

**Uptime is defined as below:**

$$\text{Uptime (in \%)} \text{ per link} = \frac{\text{Total No. of Hours in the quarter} - \text{Total Downtime (in Hours)}}{\text{Total No. of Hours in the quarter}} \times 100$$

For the purpose of measurement, “downtime”, or “fault duration”, constitutes any period of time during which the Leased Circuit is unable to transfer data due to the reasons assignable to bidder’s /connectivity provider’s network.

**DOWNTIME CALCULATION :**

Output port of the Terminal End of CTD equipment either at the CTD office or at the remote offices shall be monitored by CTD for the purpose of uptime / downtime of the link.

A link shall be considered down when a “Ping” test to the remote router at CTD or its remote offices fails due to the link failure.

For any circuit, after circuit restoration the observation time will be maximum 2 hours to verify. During the observation time, if any ping loss, packet loss or less reliability observed in the circuit, it will be considered as continuously down (Observation time is also considered as a downtime) and if no issue found in circuit during observation time, downtime will be considering as actual.

In case any of the Performance measurement parameters are falling under minimum Performance measurement (as mentioned in Performance measurement Section), alerts will be generated by the NMS or through “trouble ticket” generated by bandwidth service provider NMS or Call Centre arrangement.

**2. Determination of fault duration**

- 1.1.1 The Subscriber will ensure round the clock availability of staff that are capable of dealing with the leased circuit equipment. The event in which the Govt. premises is found closed or no staff is available when bidder staff visits the premises for testing or want to test the circuits from bidder Location, will be excluded from the fault duration.
- 1.1.2 The Govt. shall provide all necessary assistance and access to its facilities for preventive and corrective maintenance to bidder staff all the time.
- 1.1.3 In addition to the above, the following shall be excluded from the above fault duration:
  - Unavailability of circuit due to power failure at the Govt. end.
  - Unavailability of circuit due to Govt. equipment/network at either end of the circuit.
  - Unavailability of the circuit due to force-majeure.

**3. Procedure of Fault booking**

- 1.2 The end user should log the complaint at central helpdesk for the fault (date and time of booking of fault shall be taken as reference for the purpose of calculation of duration of non-availability of the circuit).
- 1.3 The end user shall abide by the prescribed fault booking procedure of bidder. Status/fault report generated by bidder Fiber network (to the extent provided by the system) shall be taken as reference in situations where there is ambiguity about the timing and the nature of fault.

**4. Restoration of faults:**

- 1.4 On receipt of complaint, bidder shall make its best effort to localize the fault and restore the same at the earliest. The SUBSCRIBER shall provide all necessary support for enabling testing of circuit at any hours of the day.

In case, the SUBSCRIBER is unable to provide necessary facilities to bidder, bidder will test the circuit on its own to the last point feasible and clear the fault docket after rectification of the fault. Circuit shall be presumed to be restored when bidder has tested the circuit and cleared the fault after finding that the circuit is capable of working properly. The fault duration shall be assessed accordingly.

It will be the responsibility of bidder to show proper working of the circuit on end to end basis through use of test instrument by sending test data while at the same time keeping the bit error rate within limits. Once the circuit is brought to the right condition through such tests and the data transferred by SUBSCRIBER equipment does not take place, it shall be the responsibility of the SUBSCRIBER to take necessary action at this end.

**5. Reports from Connectivity Provider**

The connectivity provider should provide the following type of reports and any other appropriate report that are required for the monitoring of the links are as follows:

- It should be possible to manage the complete network from a single point.
- It should be possible to share information with other locations, to facilitate local efforts in monitoring and maintenance of MPLS links.
- Link Utilization, Link errors (CRC, input errors, drops etc.), link management, network trend analysis and faults in the network.
- Link availability (Bifurcation of link downtime and other causes of link being down to be specified.)
- Link Latency, Packet loss statistics
- Reports of link uptime should be provided per location per node and over connectivity. The same should also be configurable w.r.t to time.
- Traffic monitoring, bandwidth utilization report with committed information rate for all links and MPLS ports.
- The bidder should give details such as bytes sent and bytes received by each location. The bidder should be able to store statistical information on traffic through LAN and WAN ports and print this information in the form of graphs, pie charts, spread sheet and bar charts. It should be able to show a cumulative picture over a period of a week or more. These statistics should also be available in machine readable form. This report should be submitted as and when required by CTD.

**6. Penalties**

For purposes of penalty calculation, each site shall be treated separately. In case of SLA breached on more than one parameter, cumulative penalty should be calculated.

• **Late Commissioning Penalty**

If bidder fails to install and commission the MPLS VPN at all locations within 8 (Eight) weeks from the date of signing of contract, CTD will impose the penalty 0.5% of onetime cost per location per week or part thereof. Subject to a maximum 10% of onetime cost.

• **Uptime Penalty**

In case uptime falls below guaranteed level, CTD will impose the penalty as given below. The uptime calculation is for the MPLS VPN connectivity provided by Service provider and irrespective of the availability of GSWAN.

**In case of uptime of 99.5% (for MPLS VPN connectivity at 103 sales tax office +8 check-post, Internet connectivity at Primary and NR DR.**

S/N	SLA Compliance	Penalty (%) applicable on quarterly amount
1	>= 99.5%	No Penalty
2	> 98.00% to < 99.49%	Rs. 1,000/- per link per day beyond agreed down time or Part thereof
3	>95.00 to 97.99%	Rs. 3,000/- per link per day beyond agreed down time or Part thereof
4	<95%	Rs. 5,000/- per link per day beyond agreed down time or Part thereof

Specific penalty: Service provider is maintaining the 99.5% uptime for all 111 locations in particular quarter however, even if, connectivity is down for more than 1 working day for particular location the same shall be treated as non-availability of the link and payment for the said duration will not be considered in the quarterly payments and CTD will impose additional penalty of Rs. 10000/- per day per incidence per location accumulated on quarterly basis.

In case of uptime of 99.5% (point to point connectivity between Ahmedabad HO (DC) to Gandhinagar SDC (Near DR) and for MPLS aggregation link at Ahmedabad HO (DC) and Gandhinagar SDC (Near DR))

S/N	SLA Compliance	Penalty (%) applicable on quarterly amount
1	>=99.5%	No Penalty
2	> 98.00% to < 99.49%	Rs. 500/- per link per hour beyond agreed down time or Part thereof
3	>95.00% to 97.99%	Rs. 1,000/- per link per hour beyond agreed down time or Part thereof
4	<95.00%	Rs. 2,000/- per link per hour beyond agreed down time or Part thereof

- **Latency and packet loss Penalty**

In case of average Latency in the quarter for the link falls above the guaranteed level, CTD will impose the penalty as below.

S/N	Network Segment	Threshold	Penalty
1	Latency	>50 ms	Rs. 2000 per link per day beyond agreed quarterly down time or Part thereof
2	Latency for Point to Point internet	>5 ms	Rs. 1000 per link per day beyond agreed quarterly down time or Part thereof
3.	Packet Loss	>1%	If the Packet Loss is not resolved within 6 Hour, Rs.100 per instance per Hour or part thereof

**Processes (For entire IT Infrastructure)**

**Reporting Procedures**

- The Service provider representative will prepare and distribute SLA performance reports in an agreed upon format by 7<sup>th</sup> working day of beginning of every quarter. Service provider will prepare MIS reports as directed by TPA. TPA will monitor, evaluate and give strategic decision based on periodic MIS reports.
- TPA will decide the payment to be made based on these reports to Commercial Tax Department.
- In case of any dispute, the same shall be resolve within 72 working hours.

**Issue Management Process**

- Commercial Tax Department, GoG, TPA or Service provider may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.
- Commercial Tax Department, GoG, TPA and the SI's representative will determine which committee or executive level should logically be involved in restoration.
- A meeting or conference call or video conferencing will be conducted to resolve the issue in a timely manner.
- Commercial Tax Department, GoG, TPA and Service provider will develop a temporary, if needed, and the permanent solution for the problem at hand. The Service provider then communicates the restoration to all interested parties.
- In the event a significant business issue is still, the arbitration procedures described in the contract will be used.

**32. Final Acceptance Test:**

Uninterrupted data connectivity at the rated bandwidth and required performance as define below.

- 32.1.** For consecutive 2 working days and 2 hours per day during office hours with uptime efficiency of 100% covering all locations.
- 32.2.** Latency for the links should not increase as defined in SLA. If it exceeds upper limit it will be consider as link is not available.
- 32.3.** If any failure occurs during the test, then test shall be done again. If repeated one to be conducted again and again then more than three times, then the links will be considered as not acceptable and the same shall be re commissioned and tested.
- 32.4.** The above acceptant test shall be certified by local CTD authority working hours is 10:00 AM to 6:10 PM.
- 32.5.** For coterminous of the contract period, project go-live will be declared after commissioning of 90% of ordered links and starting of O&M phase.

**33. Payment:** Payment for Goods and Services shall be made by Department in Indian Rupees as follows:

- 33.1.** No advance payment will be made.
  - 33.2.** One time charges for Last Mile Connectivity for terminating the required Bandwidth up to location will be paid (100%) after the successful installation & commissioning and acceptance of the link.
  - 33.3.** Bandwidth recurring charges will be paid on quarterly basis upon completion of every quarter.
  - 33.4.** The Commissioning date shall be the date for commencement of commercial billing cycle and payment of invoices for annual recurring cost by Govt. in terms of this agreement for a particular link.
  - 33.5.** The payment of taxes will be extra on actual basis as applicable time to time.
  - 33.6.** The bidder will have to raise a combined invoice to Office of the State Tax, Ahmedabad and the payment will be made by subject to fulfillment of SLA.
- 34.** 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.

**35. 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.

**36.** All correction/addition/deletion shall require authorized countersign.

**37.** 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;
- c) 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 department 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.

Service delivery period may be extended due to circumstances relating to Force Majeure by the Purchaser. Bidder shall not claim any further extension for delivery & reinstallation or completion of work. Purchaser / 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.

**38.** The Clarifications must be submitted in writing/over email address provided in the bid document to GIL at least 1 days before the pre-bid meeting date. Thereafter the clarifications received from the bidders will not be entertained.

Your bid should be submitted online through website <https://gil.nprocure.com> on or before **1500 Hours, 25.11.2019**.

Proposals received after due date and time will not be accepted.

The Technical Bids will be opened on **25.11.2019 at 1700 Hours at GIL, Block No. 2, 2<sup>nd</sup> Floor, Karmayogi Bhavan, Sector-10A, 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

**Vivek Upadhyay, DGM (Tech.),**  
**Gujarat Informatics Limited,**  
Block No. 2, 2<sup>nd</sup> Floor, Karmayogi Bhavan,  
Sector-10A, Gandhinagar 382 010  
Phone No. 079-232 59239, 59235  
E-mail: [viveku@gujarat.gov.in](mailto:viveku@gujarat.gov.in), [vipulp@gujarat.gov.in](mailto:vipulp@gujarat.gov.in)

Fax / Email should be followed by post confirmation copy.



## SECTION IV: FINANCIAL BID FORMAT

Sr. no	Description	QTY.	One Time Charges (Capex) (A)		Total Recurring charges for Three years (Opex) (B)		Total Charges	Rate of GST (%)
			Unit Cost	Total Charges	Unit cost (Per year charges)	Total Recurring charges for Three years (Opex)		
A	B	C	D	E=(C*D)	F	G=(F*C*3)	H= E+G	I
1	MPLS VPN Charges for CTD Offices	103						
2	MPLS VPN Charges for Check posts	8						
3	MPLS VPN charges for Hub Locations (Ahmedabad and Gandhinagar)	2						
4	Point to point connectivity charges for Ahmedabad – ST Office, and Gandhinagar GSDC	2						
5	Internet Connectivity at Sales Tax Office, HQ, Ahmedabad (Dedicated)	1						
6	Internet Connectivity at SDC, Gandhinagar Dedicated	1						
<b>Grant Total</b>								

**Note:**

- ⇒ Bandwidth requirement mentioned above is for bid evaluation purpose only. Order will be Placed as per the actual requirement.
- ⇒ Above mentioned rates are exclusive of GST and the same shall be paid on actual basis.
- ⇒ L1 will be the lowest cost to the TENDERER i.e. lowest Grant Total of Column “ I ” of the financial bid.
- ⇒ The quoted price shall be valid for entire contract duration.
- ⇒ Non-acceptance of the any of the RFP terms and conditions along with its corrigendum or clarification or Conditional bid shall be rejected.

## SECTION V

### 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)
2016-17		
2017-18		
2018-19		
Grand Total		

**Note:** Please fill this form and upload the Audited Annual Accounts / Balance Sheet along with Profit & Loss Account or CA certificate confirming the same 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: Experience and expertise in providing Internet Bandwidth

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

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

### Form No. E4: Supplied at least 100 Mbps internet bandwidth across Gujarat (Customer References)

Sr. No.	Name of the Organization	Contact Person	Contact telephone no. & Address	Date/Period of work	Mbps	Type of Supporting Document attached
1						
.						

**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".

## **SECTION VI**

### **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 Limited**  
Block No. 2, 2<sup>nd</sup> Floor, Karmayogi Bhavan,  
Sector-10A, Gandhinagar 382 010

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

**Ref: Bid for Selection of Agency for providing Internet Bandwidth for VATIS Project on behalf of Office of the State Tax, Government of Gujarat. (Tender no. HWT241019590)**

Dear Sir,

With reference to above referred tender, I, undersigned <<Name of Signatory>>, in the capacity of <<Designation of Signatory>>, is authorized to give the undertaking on behalf of <<Name of the bidder>>.

We wish to inform you that we have read and understood the technical specification and total requirement of the above mentioned bid submitted by us on **DD.MM.YYYY**.

We hereby confirm that all our quoted items/services meet or exceed the requirement and are absolutely compliant with specifications mentioned in the bid document.

We also explicitly understand that all quoted items/services 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 \_\_\_\_\_ YYYY

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**

**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, 2<sup>nd</sup> Floor, Karmayogi Bhavan,

Sector-10A, Gandhinagar 382 010

Gujarat, India

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the Bid for Selection of Agency for providing Internet Bandwidth for VATIS Project on behalf of Home Department, Government 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 -----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 work 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.

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 & Branch &  
Its official Address

**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 ([http://www.gil.gujarat.gov.in/grs/DMO\\_2173\\_16\\_Apr\\_2018\\_714.pdf](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 VII**

### **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 ..... (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 <<GoG Department>> for and on behalf of the OWNER/PURCHASER and the same having been accepted by the SELLER resulting into CONTRACT for supplies of materials/equipment's 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 \_\_\_\_\_ YYYY.

\_\_\_\_\_  
Signed and delivered by

\_\_\_\_\_

For & on Behalf of

Name of the Bank & Branch &  
Its official Address

List of approved Banks

**Approved Bank: All Nationalized Bank including the public sector bank or Private Sector Banks or 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](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 the \_\_\_\_\_ day of \_\_\_\_\_, YYYY \_\_\_\_ 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 \_\_\_\_\_

**\*\*\*\*\*END\*\*\*\*\***