

Bid Document

**Bid for Supply, Installation, Commissioning and Maintenance of Software Based Video Conferencing Facility at various offices of State Tax Department, And Operation & Management services for 5 years on behalf of State Tax Department, Ahmedabad
Tender No. HWT251019591**



GUJARAT INFORMATICS LIMITED

Gujarat Informatics Limited
Block-2, 2nd Floor, Karmayogi Bhavan, Sector-10,
Gandhinagar – 382010
Phone No: 079 - 23256022
Fax No: 079 - 23238925

Pre-bid meeting: 06.11.2019 on 1600 hours

Last Date of Submission of Bid: 25.11.2019 till 1500 hours

Last Date of Submission of Bid Processing Fees & EMD: 25.11.2019 till 1500 hours

Date of Opening of Technical Bid: 25.11.2019 on 1700 hours

Bid Processing Fee: Rs. 1,770/-

Introduction

Gujarat Informatics Limited invites the bid (herein after referred to as GIL), on behalf of State Tax Department, Ahmedabad (herein after referred to as the Purchasers) for Supply, Installation, Commissioning and Maintenance of software based Video Conferencing system on behalf of State Tax Department, Ahmedabad .

The selected agency will have to Supply, Installation, Commissioning and Maintenance of software based Video Conferencing system as per the scope defined in this bid for the contract period.

Gujarat Informatics Limited, on behalf of State Tax Department, Ahmedabad has published this bid for “for Supply, Installation, Commissioning and Maintenance of software based Video Conferencing system on behalf of State Tax Department, Ahmedabad”. 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. 1770/- & Earnest Money Deposit (E.M.D.) of Rs. 25,000/- (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 HWT251019591 for Supply, Installation, Commissioning and Maintenance of software based Video Conferencing system on behalf of State Tax Department, Ahmedabad**”

- **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 6 months from the last date of bid submission**) of any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 (http://www.gil.gujarat.gov.in/grs/DMO_2173_16_Apr_2018_714.pdf) issued by Finance Department or further instruction issued by Finance department time to time; in the name of “Gujarat Informatics Ltd.” payable at Gandhinagar (as per prescribed format given at Annexure A) and must be submitted along with the covering letter.

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

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

The Bid Processing Fees & EMD Section and Eligibility Section will be opened on the specified date & time in the presence of the committee members and representatives of the bidders who choose to attend. The representative will be held responsible for all commitments made on behalf of the bidder and that will be considered valid for all further dealings related to this tender process.

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

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

Section	Name of Section
Section - 1	Eligibility Criteria
Section - 2	Scope of Work
Section - 3	Instructions to Bidders / General Terms & Conditions
Section - 4	Technical Specifications of Equipment's
Section - 5	Financial Bid Format
Section - 6	Annexure
Section - 7	Performa of Compliance letter / Authenticity of Information Provided
Section - 8	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	Tender No. HWT251019591
2	Date of Pre-Bid Meeting	06.11.2019 on 1600 hours
3	Venue of Pre-Bid Meeting	Gujarat Informatics Limited Block-2, 2 nd Floor, Karmayogi Bhavan, Sector-10, Gandhinagar – 382010
4	Last Date & Time for Submission of Bids electronically on https://www.gil.nprocure.com	25.11.2019 till 1500 hours
5	Date & Time of Opening of Bids (Un-priced Bids)	25.11.2019 at 1700 hours
6	Date & Time of Opening of Commercial Stage	Will be intimated to the qualified bidders at a later date.
7	Venue of Opening of Bids	Gujarat Informatics Limited Block-2, 2 nd Floor, Karmayogi Bhavan, Sector-10, Gandhinagar – 382010
8	Bid Processing Fees (Non-refundable)	Rs. 1770
9	Earnest Money Deposit (E.M.D.)	Rs. 25000/- (Rupees Twenty Five Thousand Only)
10	GIL Contact Person	DGM (Tech.), GIL

Note: Please specify Tender Number in all your correspondence.

SECTION I

Eligibility Criteria for the bidder:

1. The bidder should have a total sum of turnover of Rs. 1 Crore (Minimum) in the last three financial years as on 31st March 2019. The copies of Audited Annual Accounts/Balance Sheet along with Profit & Loss Account and CA Certified Statement for last three financial years as on 31st March 2019 shall be attached along with the bid. **(Form no. E-1)**
2. The bidder must have one office in Gujarat. Please attach the copies of any two of the following: Property Tax Bill of last year / Electricity Bills of last one year / Telephone Bills of last one year / VAT Registration / CST Registration / Valid Lease Agreement. **(Form no. E-2). In case, bidder does not have office in Gujarat, bidder should give undertaking to open office in Gujarat within 45 days from the date of purchase order.**
3. Bidder must ensure that the warranty support & service should be available up to delivery locations to provide repairing cum replacement services of faulty equipment's within 24 hrs. Bidder is required to provide the name & address & contact details of the firm for providing warranty support & repairing cum replacement service up to delivery locations. **(Form no. E-3)**
4. Bidder must have experience of supply, installation & maintenance of software based Video Conferencing system. Bidder should have received and executed at least 2 work orders of above mentioned work of minimum value of Rs. 10 lacs each in **last 3 years**. Customer references & Purchase orders must be attached along with the bid. **(Form no. E-4)**
5. The bidder should be authorized by its OEM (for the offered equipments) to quote this bid **(Form no. E-5)**. The bidder should have a back-to-back support agreement/arrangement for services including supply of spare parts etc. with the Original Equipment Manufacturer (OEMs). Please attach the copy of Authorization on OEM letter head and signed by authorized signatory for the item(s) to be offered in this bid.
6. 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 as per the clause should be submitted.
7. No consortium will be allowed. The bidder must meet all the eligibility criteria by self. Bidders undertaking 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

State Tax department is required to carry out the video conferencing with their tax offices across the Gujarat.

Bidder is required to Supply, Install, Testing, Commissioning and Maintenance (for the contract period of 5 years) of video conference facility as described in the Bid document.

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

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

Delivery and installation location: GST, State tax department, Ahmedabad as Head Office and other filed offices.

GENERAL:

Bidder shall be responsible for the following scope of services and shall be the Single Point of responsibility for the end user/client officials:

Scope of the BIDDER:

- The scope for bidder is to supply, installation, testing, commissioning and maintenance of software based Video Conference system and other hardware. The purchaser will approve that installation work of the successful bidder and if there are any comments on the installation, the successful bidder has to rectify it immediately as required by the purchaser without any extra charges.
- Bidder must provide the list of the supplies as additional Bill of material with specification, quantities with 5 years support with their cost.
- Bidder should have a back-end support agreement/arrangement for services including supply of spare parts, expertise requirements etc. with the Original Equipment Manufacturers (OEMs) of hardware and software.
- Bidder should also built in the cost for the services for configuring the software, hardware and deploying system as per the requirements provided by GIL under implementation services.
- The successful bidder who is awarded the work should visit the sites (if required) immediately after receipt of LOI and survey the sites in accordance with the video conference system and other hardware installation to be carried out and if he found any discrepancy in the BOQ at site / sites OR if there is any requirement of extra items or major excess in the quantity, he should immediately brought in the notice of the purchaser officials so that the purchaser can take necessary action in time, otherwise the successful bidder will not get any extra payment or time limit for such items. However if purchaser authority suggest any work which is not included in the tender and to be executed as an extra item / excess item, agency has to carry out the work as per tender terms and conditions and agency cannot deny to execute the same.
- Costs must include cost of delivery at designated locations, transit handling and insurance, custom duties etc. as may be applicable. Taxes shall be shown separately as in financial bid and should include all applicable taxes as on date of bidding and shall be paid as per actual. Variations in rates and structure, introduction of new levies shall be payable separately.
- Supply and implementation of SSL certificates for the entire system with 5 years validity from date of installation.

- Provide On-site warranty support for five years from date of installation for all the supplied items.
- BIDDER has to co-ordinate and provide services and support for integration of quoted Hardware and software product with cyber treasury, national portal and central application of Goods and service tax (GST) rolled out by Central Govt. in future and built in the cost of the same under the implementation services.
- The training establishments of the State Tax Department, Ahmedabad and other locations should be connected with Video Conferencing solution.
- SI has to carry out Post Implementation Management of the services as per SLA agreement.
- BIDDER has to adhere to SLA as mentioned in RFP.
- SI will be solely responsible for all liaison work, project requirements, follow up etc. during project planning, execution, and tenure of contract. State Tax Department to obtain any statutory and regulatory approval required
- The bidder should produce letter of authorization for the items to be quoted from their respective OEMs.
- It will be joint responsibility of the bidder & OEM to ensure after-sale support and warranty for all component/ equipment.
- Any substandard equipment included in the offer may cause rejection of the complete offer with the sole responsibility of bidder.
- The bidder should ensure that the offered system is not an “end of life” product and the necessary spare component is available for next 3 Years after the completion of the warranty/guarantee period.
- The items of this bid must have to be quoted with 5 years of back to back OEM comprehensive OEM warranty.
- The delivery period should be within 6 weeks from the date of placement of purchase order. Installation, commissioning to be complete within one weeks from the go ahead given by State Tax Department after delivery of the material. This also includes on-site training and on site-support.
- The bidder will have to provide onsite service, support and warranty of the supplied equipment’s for the warranty period of 5 years from the date of successful completion of FAT (Final Acceptance Test).
- The internet connectivity and the desktop at the field offices will be provided by State Tax Department.

SECTION III

Instructions to the Bidders / General Terms & Conditions

1. The last date of submission of bid on the website <https://gil.nprocure.com> is **XX.XX.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 Bidders are required to mention make & model of the product. (Do not write “OEM” against items as bidders are expected to give make & model of the product).
4. The successful bidder will have to Supply, Install, Commissioning and Maintain and provide operational training for software based VC and supplied hardware and peripherals and to configuration / reconfiguration as per the scope of work.
5. If in any case the quoted Item is not available in the market, the bidder will have to supply Higher Version/replacement of that Item in the quoted cost in the same time duration with prior approval of GIL/Purchaser. No “End of Life / End of Support” product should be quoted to minimize such instances. (Make & Model quoted by the bidder should be available till the bid validity, duly supported for spares/OEM support for warranty period).
6. The Bidder shall bear all the costs associated with the preparation and submission of its bid, and GIL in no case will be responsible or liable for these costs, regardless of conduct or outcome of bidding process.
7. Technical specifications indicated are minimum specification. Bidder may quote for better solution. The bidder should provide following with the technical bid:
 - Make & Model Number
 - Name of Manufacturer
 - Technical Literature
 - Manufacturer’s Data Sheet
 - Compliance statement from the OEM of the product
8. The bidder has to upload the compliance letter on its letter head duly signed by the authorized signature & other supporting documents as asked for in the bid in scanned format. Failing to submit the same or non-compliance / deviation from any bid terms and conditions, eligibility criteria or technical specifications may result in rejection of the bid.
9. The Bidder has to examine all instructions, forms, terms, conditions and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in rejection of its bid.
10. Amendment of Bidding Documents (Corrigendum)
 - 10.1. At any time prior to the deadline for submission of bids, GIL may, for any reason, whether its own initiative or in response to the clarification request by a prospective bidder, modify the bidding documents.
 - 10.2. The corrigendum will be published on website <https://gil.nprocure.com> & www.gil.gujarat.gov.in.
 - 10.3. In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids GIL, at its discretion, may extend the deadline for the submission of bids.
11. Bid Currency - Prices shall be quoted in Indian Rupees only. Payment for the supply of equipments as specified in the agreement shall be made in Indian Rupees only.
12. The bidder will have to submit **Bid Processing Fees (Nonrefundable) of Rs. 1770/- & Earnest Money Deposit (E.M.D.) of Rs. 25,000/- (Rupees Twenty Five Thousand Only) (Refundable)** on or before date & hours of submission of bid in a sealed cover at GIL office with the heading “**Bid processing Fees & EMD for E-tender no HWT251019591for Supply, Installation, Commissioning & Maintenance of software based VC Solution for State Tax Department, Ahmedabad.**”

- 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 6 months from the last date of bid submission) of any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 (http://www.gil.gujarat.gov.in/grs/DMO_2173_16_Apr_2018_714.pdf) issued by Finance Department or further instruction issued by Finance department time to time; in the name of “Gujarat Informatics Ltd.” payable at Gandhinagar (as per prescribed format given at Annexure A) and must be submitted along with the covering letter.

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

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

13. In case of non-receipt of Bid processing fees & EMD as mentioned above in your bid will be rejected by GIL as non-responsive.
14. Unsuccessful bidder's E.M.D. will be returned as promptly as possible after the expiration of the period of bid validity OR upon the successful Bidder signing the Contract, and furnishing the Performance Bank Guarantee as prescribed by GIL, whichever is earlier.
15. In exceptional circumstances, GIL may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Bidder may refuse the request without forfeiting its E.M.D. A Bidder granting the request will not be permitted to modify its bid.
16. The Successful bidder has to submit Performance Bank Guarantee @ 10 % of total order value within 15 days from the date of issue of Purchase order **for the duration of contract period + extra 3 months** from any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad / Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 (http://www.gil.gujarat.gov.in/grs/DMO_2173_16_Apr_2018_714.pdf) issued by Finance Department or further instruction issued by Finance department time to time. (The draft of Performance Bank Guarantee is attached herewith).
17. Successful Bidder will have to sign the contract upon receiving the confirmed purchase order with the purchaser(s) within 15 working days from the date of confirmed purchase order. (The draft is attached herewith).
18. The successful Bidder's E.M.D. will be returned upon the Bidder signing the Contract, and furnishing the Performance Bank Guarantee @ 10% of the total order value and offer of inspection of the ordered material.
19. The E.M.D. may be forfeited at the discretion of GoG / GIL, on account of one or more of the following reasons:
 - (a) If a Bidder withdraws its bid during the period of bid validity.
 - (b) If Bidder does not respond to requests for clarification of their Bid
 - (c) If Bidder fails to co-operate in the Bid evaluation process, and
 - (d) In case of a successful Bidder, if the Bidder fails:
 - (i) To sign the Contract as mentioned above or
 - (ii) To furnish performance bank guarantee as mentioned above or
 - (iii) If the bidder is found to be involved in fraudulent practices.
20. Termination for Default:
 - 20.1. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder. Bidder will be given notice/cure period of 30 days, after that purchaser will terminate the Contract in whole or part after:
 - a) If the bidder fails to deliver any or all of the Goods as per the delivery schedule mentioned in the bid, or within any extension thereof granted by the Purchaser or

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

For the purpose of this clause:

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

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

- 20.2. In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause 20.1 above, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Bidder shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Bidder shall continue the performance of the contract to the extent not terminated.
21. If the successful bidder fails to submit the Performance Bank Guarantee & sign the Contract Form within prescribed time limit, the EMD of the successful bidder will be forfeited. GIL also reserves the right to blacklist such bidder from participating in future tenders if sufficient cause exists.
22. Price shall be inclusive of all freight, forwarding, transit insurance, installation, warranty and maintenance charges.
23. Prices shall be in Indian Rupees. The prices shall strictly be submitted in the given format. Quoted prices shall be inclusive of all taxes except GST. The tax components like GST as applicable shall be mentioned separately in the respective columns.
24. Late Bids: The bidder will not be able to submit the bid after final submission date and time.
25. Modification and Withdrawal of Bids
- 25.1. The Bidder may modify or withdraw its bid before the due date of bid submission.
 - 25.2. No bid will be allowed to be modified subsequent to the final submission of bids.
 - 25.3. No bid will be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiry of the bid validity. Withdrawal of a bid during this interval will result in the forfeiture of bidder’s E.M.D.
26. Bids will be opened with the buyer’s private digital key in the presence of Bidder’s representatives, who choose to attend. The Bidder’s representatives who are present shall sign a register/attendance sheet evidencing their attendance. The representative will be held responsible for all commitments made on behalf of the bidder and that will be considered valid for all further dealings related to this bid process. In the absence of the bidder(s), the Tender Committee may choose to open the bids as per the prescribed schedule.
27. The Bidder’s names, bid modifications or withdrawals, discounts and the presence or absence of relevant E.M.D. and such other details as GIL/GoG officer(s) at their discretion, may consider appropriate, will be announced at the opening.
28. **Evaluation of the Bids:** After the closing time of submission, GIL / GoG committee will verify the submission of Bid Processing Fees & EMD as per bid terms and conditions. The eligibility criteria evaluation will be carried out of the responsive bids. The technical bids of the bidders who are complying with all the eligibility criteria will be opened and evaluated next. GIL will seek clarifications if required on eligibility & technical section. The financial bid of the technically qualified bidders will be opened and financially L1 bidder will be decided from the sum total of prices for all line items without tax with warranty and then called for further negotiations if required.
29. As per the provision in Electronics & IT/ITeS Start-up Policy Resolution No. ITS/10/2015/5284/IT dated 6th June, 2016 issued by Department of Science & Technology; in e-Governance project undertaken by

Government Departments or its Boards, Corporations or parastatal bodies getting grants from the Government, the chosen solution provider or system integrator will pass on job work or will outsource part of the work of a value ranging between 5% to 10% of the contract value to the eligible start-ups and to students of shortlisted Technical Colleges in Gujarat. In such arrangements, the responsibility of meeting SLAs (Service Level Agreements) will continue to belong to the solution provider or the system integrator.

30. The bidder will have to offer the inspection in the manner as decided by GIL before delivering to the respective site or at customer sites. The cost of the same has to be borne by the supplier. Any deviation found in the specification of the produced goods from the bid specification will lead to the cancellation of the order, forfeiture of EMD/PBG and prohibition in the participation in the future purchase of Government of Gujarat. GIL/GoG will not be responsible for any time delay which may arise due to any deviation from the bid technical specification found at the time of inspection and the bidder has to deliver and install the ordered goods within prescribed time limit. At the time of inspection, bidder is required to produce OEM's confirmation on OEM's letter head for back to back warranty support as per tender terms & conditions.

31. The Indenter's right to inspect, test and, where necessary, reject the Goods after the Goods arrival at Customer Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

32. **Delivery:** Within **6 weeks** from the date of confirmed purchase order.

Installation, Configuration & Integration: Within 2 weeks from the go ahead given by the department after delivery of the material.

33. In case of successful bidder is found in breach of any condition(s) of bid or supply order/work order, at any stage during the course of supply / installation or warranty period, the legal action as per rules/laws, shall be initiated against the successful bidder and EMD/PBG shall be forfeited, besides debarring and blacklisting the bidder concerned for the time period as decided by Govt., for further dealings with GoG.

34. Bid validity will be of **180 days after the date of financial bid opening**. A bid valid for shorter period shall be rejected as non-responsive. **If required, GIL may extend the bid validity for further period from the date of expiry of bid validity in consultation with the successful bidder.**

35. Bidders are required to quote all items including optional add-ons as well. Incomplete bids will be treated as non-responsive and will be rejected.

36. Warranty

36.1. **Warranty:** Comprehensive onsite warranty for minimum 5 Year from the date of installation & completion of successful FAT of procured equipments.

36.2. If any equipment gives continuous trouble, say 3 times in one month during the warranty period, the bidder shall replace the same with new equipments without any additional cost to the purchaser.

36.3. If any manufacturing or other technical defects are found within the warranty period, the same will have to be replaced or rectified free of cost by the bidder.

36.4. Maintenance service: Free maintenance services shall be provided by the Bidder during the period of warranty.

36.5. In case, bidder is not providing satisfactory support & doing unwarranted delay in providing warranty support, Government offices reserves right to repair the equipment at risk & cost of the bidder.

36.6. The Bidder / System Integrator will be required to co-ordinate with software vendor and / or do liaisoning with other service provider to achieve the end-to-end connectivity.

37. Penalty Clause

37.1. **Penalties for delay in delivery and installation:**

a) If the bidder fails to deliver and install the requisite hardware and software within 6 weeks from the issue of the confirmed purchase order, then a sum equivalent to one percent (1 %) of the total contract value shall be deducted from the payment for each calendar week of delay or part thereof.

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

37.2. Operational / Warranty period Penalties:

- a) During warranty period, bidder will have to response the call within 4 hours and resolve the complaint within 24 hours. If the complaint is not resolved within 24 hrs, the penalty of Rs. 1,000 per hour delay will be levied. However, if the complaints are not resolved within 7 days then from 8th day till 14th day, the penalty would be levied @ 150% and from 15th day onwards the penalty @ 200% of the above rates would be levied. The amount of penalty will be recovered from the Performance bank guarantee during warranty period.
 - b) The amount of Operational/Warranty period Penalty shall be subject to a maximum limit of 10% of the total contract value.
 - c) Successful bidder should submit the Performance Bank Guarantee @ 10% of total order value for the duration of Warranty Period + 3 months as per bid requirements. In any case, bidder is required to maintain 10% PBG at all time during the period of contract. In case of any penalty claimed from the submitted PBG during the contract period, the successful bidder is required to submit the additional PBG of the amount equal to the penalty claimed for the duration up to the validity of original Bank Guarantee. For example, "X" amount of penalty will be claimed during the 5th month of contract period, then bidder is required to submit the additional PBG of "X" amount for the period of 58 months i.e. 63 months - 5 months.
38. **Payment:** Payment for Goods and Services shall be made by Purchasing Department in Indian Rupees as follows:
- 38.1. No advance payment will be made.
 - 38.2. 85% payment after successful inspection / physical verification & delivery of the ordered goods at specified locations. The inspection / physical verification will be done as decided by GIL/State Tax Department.
 - 38.3. 15 % payment will be made after completion of installation, commissioning, integration & user's functional training as per the scope of work.
39. GIL reserves the right to change any bid condition of any item even after inviting the bids, with/without prior notification.
40. GoG / GIL's Right to accept any Bid and to reject any or all Bids – GoG / GIL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to awarding the Contracts, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for such decision.
41. The bid quantities are estimated based on the receipt of the requirement from Indenting Department. The quantities may decrease up to 50% of the bid quantity or increase up to 30% of the bid quantity at the time of finalization, depending upon the change in the requirements/grants available with the purchaser(s), which shall be binding to the bidder.
42. **Limitation of Vendor's Liability:** Vendor's cumulative liability for its obligations under the contract shall not exceed the contract value and the vendor shall not be liable for incidental, consequential, or indirect damages including loss of profit or saving.
43. All correction/addition/deletion shall require authorized countersign.
44. Force Majeure Shall mean and be limited to the following:

- a) Fire, explosion, cyclone, earthquake, flood, tempest, lightening or other natural physical disaster;
- b) War / hostilities, revolution, acts of public enemies, blockage or embargo;
- 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 Purchaser by a registered letter duly certified by the local statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over two months, if arising out of causes of Force Majeure, Purchaser reserves the right to cancel the order.

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

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

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

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

Your bid should be submitted on website <https://gil.nprocure.com> on or before **15:00 Hours, 06.09.2018.**

Proposals after due time period will not be accepted.

The Technical Bids will be opened on **XX.XX.2019 at 17:00 Hours at GIL, Block No. 1, 2nd 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

Shri Vivek Upadhyay, DGM (Tech.),
Gujarat Informatics Limited
Block No. 1, 8th Floor, Udyog Bhavan, Gandhinagar - 382010
Phone No. 079-23259239, Fax No. 079-23238925,
E-mail: viveku@gujarat.gov.in; vipulp@gujarat.gov.in

Fax / Email should be followed by post confirmation copy.

SECTION IV

Minimum Technical Specification

1. Software based Video conferencing Solution Feature/Specifications:

- 1.1 Proposed solution should be web based (on premises or on cloud base) that connects the participants over secure internet connection. In addition to that it is capable of hosting multiple meetings.
- 1.2 Proposed solution should have facility to pass host controls.
- 1.3 White boarding, co annotation, recording, editing, chatting, polling, document sharing, screen sharing should be possible.
- 1.4 Solution should generate Unique meeting ID and should have facility for instant scheduling of meetings.
- 1.5 Solution should have mobile user gateway client for Windows desktop, Android, IOS Mobile devices right from day 1
- 1.6 It should support minimum 16 videos in continuous presence.
- 1.7 Solution should have capability to share Data in Multipoint to Multipoint conference through link
- 1.8 Solution should support and provide video up to 4k resolution and content to 1080p with support of (4:3) and wide screen (16:9) content
- 1.9 Solution should support minimum 25 users to join and it should go up to unlimited.
- 1.10 System should be 128-bit Fully Encrypted Video Conference Meetings to ensure encrypted data flows.
- 1.11 Solution should have Lock Conference feature so that once the conference is locked even if someone knows the credentials cannot enter the Video conference session.
- 1.12 The Software based Video conferencing Solution shall include 25 users' licenses for 5 years.

The bidder shall have to submit the compliance of the above features on OEM letter pad.

2. High Definition Video Conferencing System 1080p (Minimum Technical Specification) for Head Office at Ahmedabad

Features	Specifications	Matched/ Not Matched	Deviations/Remarks (If Any)
System	The VC Unit should be delivered with a codec with an integrated/external camera and one external microphone. The unit should be equipped with a panel for operation, microphone cables, presentation cables, network cables, HDMI Cables and wall mount kit.		
Video Standards	H.263 / H.264 or better		
	H.264 in an Encrypted call should be possible		
	H.264 should be possible when sending or receiving two live video sources e.g. Presenter and Presentation.		
Video Frame Rate	Should support 30 fps or higher (frames per second) with 1080p resolution from day one		

Video Features	Ability to send and receive two live simultaneous video sources in a single call, so that the image from the main camera and PC or document camera can be seen simultaneously.		
	Should support H.239 and BFCP protocols with 1080p resolution.		
Video Output	Should have at least 2 HDMI / DVI (High Definition Multimedia Interface) output to connect Full High Definition display devices such as LCD / LED and projectors for both Video and Content. (Dual Monitor Support).		
	It should be possible to display the main video on one HD screen and the presentation / dual video on the other HD screen.		
Video Input	Should have at least one HD video Input to connect HD camera with full functionalities as mentioned in the camera specifications.		
	Should have DVI (Digital Video Interface)/HDMI input to connect PC / Laptop directly to the Video conferencing system and display resolutions WXGA / HD1080p along with PC Audio.		
Audio			
Audio standards supported	G.711, G.722, G.722.1, 64 kbps MPEG-4 AAC-LD or equivalent standard must be supported.		
Other Desirable features	Noise Reduction, Automatic Gain control, Acoustic Echo Canceller, Active Lip synchronization		
Audio Inputs	Should support 2 Microphone from day one		
	The microphones must be standard based microphones. Minimum voice pickup should be 6 feet radially or at least 100 square feet.		
	The pickup of the microphones should be at least 100 square feet from the microphone.		
	Echo Cancellation for every input must be available.		
External devices	Should have USB port for future usage.		
Network Interfaces	1 LAN / Ethernet - 10/100/1000 Mbps full duplex		
	Should have support for IPV4 and IPV6		
Bandwidth	IP - at least 6 Mbps		
Network Capabilities	Packet Loss Based Down speeding		
H.323/ IP Features	Differentiated Services(QOS):		
	DiffServ		
	IP adaptive bandwidth management (including flow control)		
	Auto Gatekeeper discovery		
	Auto Network Address Translation(NAT) support		
	Standards based- Packet Loss Recovery feature on H.323 call		
	Should support URL Dialing		
	Support for H.245 DTMF tones in H.323		
SIP Features	The endpoints must support SIP in addition to H323 protocol. Calls can be made on SIP or H323 without having to restart or reconfigure the endpoint.		
	The endpoint must register with any standard SIP server.		

	Must support data sharing capability in SIP calls for dual stream transmit and receive.		
Security			
Menu Control	Password protected system menu		
Encryption of video call	ITU-T standards based Encryption of the video call		
	Call should be encrypted end-to-end on IP		
	Should support Standards-based: H.235 v3 and AES Encryption via Automatic key generation and exchange. The same should be available in a call with Video with presentation (dual video)		
	Ability to manually turn encryption On or OFF should be there.		
	Automatic key generation and exchange		
Camera	1/3" CMOS		
	Minimum of 10 x optical zoom		
	1920 x 1080 pixels progressive @ 30fps		
	The Camera and codec should be from the same manufacturer.		
	Should have at least 65 degrees field of view (horizontal) & at least 39 degree or more vertical field of view.		
Directory services	Should support Local and Global directories		
	Should support LDAP and H.350 protocols for directory transfer.		

3. Laptop for Head Office

Sr. No.	Item	Matched/ Not Matched	Remarks (If any)
Laptop-1 (Intel core i5 Processor Based)			
10	Processor – 8th Generation Intel® Core™ i5 Processor (3M Cache, 1.60 GHz) or higher		
	Motherboard with Integrated Chipset with Processor or better		
	8 GB DDR4 @ 1866 MHz upgradeable to 16 GB		
	500 GB or higher SATA HDD with 5400 RPM or better		
	Screen: 14" or higher LED B/L Display with 1366 X 768 resolution, contrast ratio: 300:1, Brightness 200 nits		
	Integrated Intel® Graphics Media Accelerator HD or better		
	Wired Communication: Integrated 10/100/1000 Mbps Gigabit Ethernet.		
	Wireless Communication: Integrated Wireless LAN 802.11 b/g/n/ac & Blue tooth		
	Web Cam required		
	Optical Drive: DVD +/- RW (Internal/External)		
	Internal Microphone, Internal Speakers		
Mandatory Ports: 3 USB (including 1 USB 3.0 port), 1 Head Phone jack & Micro Phone jack / Headphone & Microphone Combo jack, 1 RJ-45, 1 HDMI port			

	Optional Ports: 1 PC card slot- PCI Express, 1 S-video, 1 RJ-11, Card Reader		
	Pre-loaded license 64-bit Microsoft Windows 10 Professional Operating System or higher with Latest service pack.		
	Data Recovery Software: Pre loaded software tool that has provision for scheduled backup for restoring OS & data. Should have capability to take backup to external media. (Please specify name of Data Recovery Software)		
	Power management: Advanced Power Management feature.		
	Certifications: RoHS, Latest Energy Star Compliant, BIS		
	3 or more Cell Lithium-Ion/ Lithium-Ion Polymer battery with minimum 39 Whr or above of battery back-up time		
	OEM carry case		
	Weight of the laptop : 2.2 kg or less		

Note:

- **Quoted Laptop brand OEM should be Acer, Dell, HP, Lenovo only.**
- For Laptops, Licensed Antivirus will be given to the successful bidder which should be pre-installed from factory site
- For all types of Laptops, warranty assured by bidders should be reflected on OEMs website/portal (Please upload OEM undertaking letter)
- For all types of Laptops, Please upload OEM undertaking letter for Parts which are covered under warranty and Parts which are not covered under warranty with Parts Descriptions

4. USB Based PTZ Web Camera for all field offices

USB BASED PTZ WEB CAMERA FOR DESKTOP BASED VC SYSTEM			
Sr. No.	Specification	Matched/ Not Matched	Remarks (If any)
1	USB based plug-n-play device to operate with various PCs/ Laptop		
2	Motorized PTZ (Pan, Tilt, Zoom)		
3	180 degree PAN, 50 Degrees Tilt and 70 Degree Field View		
4	Compliance to USB 2.0 or Better		
5	Full HD 1080p 30fps video calling (up to 1920 x 1080 pixels)		
6	Thermal stabilized Lens such as Carl Zeiss lens with auto focus/ High Precision Lens for clear picture		
7	Compliant with software for video recording using H.264 codec		
8	Compliant with various Linux OS including Ubuntu Linux, Windows and MAC OS system		
9	Minimum 5 feet USB connecting cable		
10	Compliant low lighting environment		
11	Built-in FD Speaker & sound able to heard from 6-7 feet or more		
12	Built-in microphones for audio pickup from distance of 6-7 feet or more		
13	Remote controller to PTZ functions		
14	10 feet additional USB extension connecting cable		

5. Microphone for desktop based VC system for all field offices

BLUETOOTH / WIRELESS ENABLED SPEAKER CUM MICROPHONE FOR DESKTOP BASED VC SYSTEM			
Sr. No.	Specification	Matched/ Not Matched	Remarks (If any)
1	USB based plug-in-play device to operate with various Linux OS including Ubuntu Linux & Windows Operation System		
2	Bluetooth / Wireless connectivity with USB based Dongle to be connected to PC/Laptop		
3	Should cover distance of typical distance of 20-25 feet from the dongle using Bluetooth/Wireless connectivity		
4	Built-in Echo cancellation		
5	Volume control button for increase and decrease according to local preference		
6	Local Microphone Mute/ Un-mute button with visual indication such as bi- color LED		
7	Frequency Response for microphone 200 Hz -7 KHz or better		
8	HD Quality speaker output / 220Hz to 14 KHz or better		
9	Firmware upgradable through USB		
10	with 10 feet additional USB extension connecting cable		

NOTE:

- Bidder has to compulsory quote for single OEM make & model of each item. The bid with multiples OEM & Models will be treated as non-compliance & that bid will be liable for rejection for further evaluation.
- The software and hardware should cover 5 Years on-site warranty support for all Component (HW), Supplied including re-loading, re-Configuring of all S/W and Drivers, if required.

SECTION V

FINANCIAL BID FORMAT

Sr. No.	ITEM	Qty. (In Nos.)	Unit Price (In Rs. Without tax)	Total Price (In Rs. Without tax)	Rate of GST (%)
A	B	C	D	E = C*D	F
1	Software based Video conferencing Solution for 25 licenses for five years	1			
2	High Definition Video Conferencing System for Head Office at Ahmedabad	1			
3	Laptop for Head Office	1			
4	USB Based PTZ Web Camera for all field offices	14			
5	Microphone for desktop based VC system for all field offices	14			
Total (Rs.)					

Note:

- L1 will be the lowest sum total of rates of all line items without tax i.e. Grand Total.
- The above mentioned quantity of the item is estimated and for evaluation purpose only. However, at the time of billing, the actual quantity will be considered based on the actual requirements.
- The Bidder shall explicitly mention the applicable rate of tax.
- Supply, installation, integration & services mentioned in scope of work should be carried out by the successful bidder at delivery location mentioned in the tender .
- The costs must be valid for a period of 180 days from the date of financial bid opening. It should be quoted in Indian rupees only.
- Costs must include cost of delivery at designated locations including transit insurance including 5 years of onsite warranty support with updates & upgrades in case of Software.

SECTION VI

Bid Processing Fees & Earnest Money Deposit Details

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

ELIGIBILITY CRITERIA

Form No. E1: Financial strength of the bidder

Financial Year	Turnover (Rs. In Crores)	Audited Accounts uploaded? (Yes/No)
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 and CA Certificate for the last three financial years.

Form No. E2: Office in GUJARAT

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

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

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

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

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

Form No. E4: Experience Details (Customer References)

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

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

Form No. E5: Authorization Letters

Sr. No.	Item	Make & Model	Name of OEM	Authorization letter Submitted? (Yes/No)
1	Software based Video conferencing Solution			
2	High Definition Video Conferencing System 1080p (Minimum Technical Specification)			
3	Laptop			
4	USB Based PTZ Web Camera			
5	Microphone for desktop based VC system			

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

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

SECTION VII

Performa of Compliance letter/Authenticity of Information Provided

(On Non judicial Stamp paper of Rs. 100/- duly attested by the First class Magistrate/Notary Public)

Date:

To,
DGM (Tech.)
Gujarat Informatics Ltd.
Block-1, 8th Floor, Udyog Bhavan,
Gandhinagar

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

Ref: Bid for Supply, Installation, Commissioning and Maintenance of Software base VC Solution for State Tax Department (Tender No. HWT251019591).

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 meet or exceed the requirement and are absolutely compliant with specifications mentioned in the bid document.

We also explicitly understand that all quoted items meet technical specification of the bid & that such technical specification overrides the brochures/standard literature if the same contradicts or is absent in brochures.

In case of breach of any tender terms and conditions or deviation from bid specification other than already specified as mentioned above, the decision of GIL Tender Committee for disqualification will be accepted by us.

The Information provided in our submitted bid is correct. In case any information provided by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD/PBG/cancel the award of contract. In this event, GIL reserves the right to take legal action on us.

Thanking you,

Dated this _____ day of _____ 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

8th Floor, Block -1, Udyog Bhavan,

Sector - 11, Gandhinagar - 382010

Gujarat, India

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the Tender no: **HWT251019591** for **Supply, Installation, Commissioning and Maintenance of software based VC Solution for State Tax Department** 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 purchase order & acceptance thereof.
 - (v) If the successful bidder fails to submit the Performance Bank Guarantee & sign the Contract Form within prescribed time limit, the EMD of the successful bidder will be forfeited. GIL also reserves the right to blacklist such bidder from participating in future tenders if sufficient cause exists.

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

This guarantee will remain valid up to 9 months from the last date of bid submission. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that if this guarantee is extended for a period as mutually agreed between bidder & owner/purchaser, the guarantee shall be valid for a period so extended provided that a written request for such extension is received before the expiry of validity of guarantee.

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 Bank: All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative & Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 (http://www.gil.gujarat.gov.in/grs/DMO_2173_16_Apr_2018_714.pdf) issued by Finance Department or further instruction issued by Finance department time to time.

SECTION VIII

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

Ref:

Bank Guarantee No.

Date:

To

Name & Address of the Purchaser/Indenter

Dear Sir,

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/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 _____ 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) 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 _____