



**GUJARAT INFORMATICS LIMITED**

Block-2, 2nd Floor, D-Wing,  
Karmayogi Bhavan, Sector-10A,  
Gandhinagar - 382010.  
Phone No: 23256022, Fax No: 23238925

**Bid for Purchase of  
MET Sensors on behalf of  
Institute of Seismological Research, Gandhinagar,  
Department of Science & Technology, Govt. of  
Gujarat .  
Tender No. HWT201219598**

**Pre bid Meeting : 03.01.2020 at 1500 hours**

**Last Date of Receipt of Bid : 21.01.2020 till 1500 hours**

**Last Date of Submission of Bid Processing Fees & EMD: 21.01.2020 till 1500 hours**

**Date of Opening of Bid : 21.01.2020 at 1700 hours**

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

Gujarat Informatics Limited (hereinafter referred to as "GIL"), intend to invite offers through e-Tendering route for supply, installation, commissioning and maintenance of MET Sensors on behalf of Institute of Seismological Research, Gandhinagar, Department of Science & Technology, Govt. of Gujarat, (Tender no. HWT201219598).

**Eligibility Criteria for the bidder:**

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

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

**(Please see Prescribed Format: Draft consortium Agreement) (Annexure-I)**

**(Please see Prescribed Format: Declaration by Prime Bidder) (Annexure-II)**

**(Please see Prescribed Format: Declaration by Consortium Partner) (Annexure-III)**

**Item: - MET Sensors**

1. The bidder/any consortium partner should have average annual turnover of INR 1,00,00,000/- (1 Crore) for the last two years. The copies of Audited Annual Accounts for last two years shall be attached along with the bid. (Formno.E-1)
2. The bidder/any consortium partner/OEM should have experience of having supplied MET sensors for GPS same or similar model quoted in this bid during the last 5 years to any of the reputed organization/institute globally. Bidder/any consortium/OEM should have completed projects of similar type costing not less than Rs.50 lacs in the last three years. Further the bidder/any consortium/OEM shall provide a list of users of such MET sensors as in the present tender to whom they have supplied during the last five years (costing not less than Rs.50 lacs) along with the equipment performance report. (Form No. E-2)

3. The bidder should be authorized by its OEM to quote this bid (Form no.E-3).
4. The Goods/Software and services offered or supply must be of the most recent versions/models incorporating the latest improvements in design. Further, bidder/ any consortium partner should be in continuous business of manufacturing products similar to that specified in the technical specifications section of each item during the last 3 years prior to bid opening, and should not be blacklisted by Indian or any state Govt. or any Govt. board/ Nigam/ institute/ society/ corporations etc.
  - (a) Bid of bidder/any consortium partner quoting as authorized representative of a manufacturer meeting with the above requirement in full can also be considered provided:
  - (b) The manufacturer furnishes authorization assuring full guarantee and warranty obligations.
  - (c) The bidder/any consortium partner shall furnish the information on the past supplies and satisfactory performance.
5. Bidder/OEM will have to submit the OEM consent letter on OEM letter head with clearly mentioning that for supplied items by OEM, the OEM will provide support and warranty. (Please see Prescribed Format: OEM consent letter) **Annexure -IV**

### **Important Note:**

1. The authentic certificates / testimonials in proof of possessing above minimum eligibility criteria shall have to be enclosed with the tender documents failing which the tender shall be rejected out rightly. (An audited balance sheet with I.T. return and VAT/Service Tax/GST documents to be enclosed for last two consecutive years).
2. The bidders will have to quote all the items.
3. If someone does not have Sales office or doing sales in India, then it is not mandatory to enclose the VAT/service Tax/GST documents.
4. If someone doing consortium and prime bidder from out of India, then it is not mandatory to enclose the VAT/service Tax/GST documents.
5. Further, an audited balance sheet of last two financial years required (i.e. 2017-18,2018-19) as per Form E1.
6. If bidder does not have an audited balance sheet of last two financial years then previous two financial year's audited balance **sheet (2017-18, 2018-19)** can be uploaded.

**Note:** Bidders who wish to participate in this bid will have to register on <https://gil.nprocure.com>. Further bidders who wish to participate in online bids will have to procure Digital Certificate as per Information Technology Act 2000 using which they can sign their electronic bids. Bidders can procure the same from (n) code solutions – a division of GNFC Ltd., or any other agency licensed by Controller of Certifying Authority, Govt. of India. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.

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

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

#### **Steps: -**

1. Download / obtain Application form for DSC from <https://www.ncodesolutions.com/PDF/Enterprise-IIb-IIIb-IIIc.pdf> and take a print of the form.
2. Submit required documents with duly filled form to the nearest Local Registration Authority of (n)Code.
3. (n)Code sends you an e-mail for verification which you have to reply to.

4. (n)Code will send authorization codes by mail / courier to you.
5. Using these codes, you can download the Digital Certificate.
6. This Digital Certificate can be downloaded on you PC or on the e-Token.

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

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

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

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

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

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

**Scope of Work:**

**Item:- MET Sensors**

Ten number of Met sensors are required to install along with the GPS stations of ISR network, which will enhance the precision of deformation measurements by adding local atmospheric/ ionosphere model. These MET sensors will be attached with existing set of GPS equipment's and combined analysis will be helpful in better understanding of earthquake genesis in this part of the Indian plate.

MET sensors intended to monitor the meteorological parameters like Temperature, Relative Humidity, atmospheric pressure etc. on continuous mode. These MET sensors will be attached with existing set of GPS equipment's. The bidder has to supply 10 nos. of MET sensors with all the accessories required for the attachment with the GPS station, stipulated in this tender to ISR, Raisan, Gandhinagar, India. All the supplied MET sensors and accessories should be under three-year warranty period from the date of acceptance of the goods. The Bidder is therefore required to supply, install, configure and integrate the complete H/w and S/w modules to meet the requirements as per Tender document

**The terms and conditions are as follows:**

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- 1 The last date of submission of bid on the website <https://gil.nprocure.com> is 1500 Hrs. 21.01.2020. All the documents need to be uploaded online. Only bid-processing fees, EMD & bank guarantee has to be submitted in physical form. Further, GIL reserves the right to ask the bidders to submit additional documents and/or any other documents in physical form.
- 2 The bid is non-transferable.
- 3 **The Bidder will have to quote for all the sections in the bid.** Bidders are required to mention make & Model of the product (Do not write "OEM" against items as bidders are expected to give make & model of the product).
- 4 The bidder will have to supply, install, commission & maintain and provide operational training for supplied MET Sensors at ISR, Gandhinagar.
- 5 In case the quoted Item is not available in the market, the bidder will have to supply Higher Version/replacement of that Item in the quoted cost in the same time duration with prior approval of GIL. No "End of Life" product should be quoted to minimize such instances. (Make & Model quoted by the bidder should be available till the bid validity, duly supported for spares/OEM support for warranty period).
- 6 The Bidder shall bear all the costs associated with the preparation and submission of its bid, and GIL will in no case will be responsible or liable for these costs, regardless of conduct or outcome of bidding process.
- 7 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in English language. Supporting documents and printed literature & brochures furnished by the Bidder should be in English language.
- 8 The bidder has to upload the compliance letter on its letter head duly signed by the authorized signature & other supporting documents as asked for in the bid in scanned format. Failing to submit

the same or non-compliance/deviation from any bid terms and conditions, eligibility criteria or technical specifications may result in rejection of the bid.

- 9 The Bidder has to examine all instructions, forms, terms, conditions and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
- 10 The Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all Goods/Software and services, which the Bidder proposes to supply under the contract.
- 11 The documentary evidence of the Goods/Software and services eligibility shall consist of a statement in the Price Schedule on the country of origin of the Goods/Software and services offered which shall be confirmed by a certificate of origin at the time of shipment.
- 12 The documentary evidence of conformity of the Goods/Software/Software and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:
  - a detailed description of the essential technical and performance characteristics of the Goods/Software;
  - a list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods/Software for a period of two years, following commencement of the use of the Goods/Software by the Purchaser; and
  - an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the Goods/Software/Software and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications
- 13 All the bids submitted shall also include the following information:
  - (a) Copies of original Technical Bid documents defining the constitution on legal status, place of registration and principle place of business of the company or firm or partnership etc.
  - (b) The bidder should furnish a brief write up backed up with adequate data, explaining his available capacity and experience – both technical & commercial, for the manufacture and supply of the required systems and equipments within specified time of completion after meeting all their current commitments.
  - (c) The bidder should clearly confirm that all the facilities exist in his factory for inspection and testing and these will be made available to the purchaser or his representative for inspection.
  - (d) Details of the Service Centers and information on the service support facilities that would be provided after the warranty period, Bidder should have a registered office or authorized Service centre or authorized representative in western region and preferably in & around the Gujarat state.
  - (e) Reports on financial standings of the bidder such as profit & loss statement, balance sheets and auditor's report for the past two years.
  - (f) Report on Past performance of items specified in the schedule of requirement in the academic institutes.
  - (g) Original literature of the items specified in the schedule of requirements, Computer print outs of the literature will not be valid.
- 14 Amendment of Bidding Documents (Corrigendum)
  - 14.1 At any time prior to the deadline for submission of bids, GIL may, for any reason, whether its own initiative or in response to the clarification request by a prospective bidder, modify the bidding documents.

- 14.2 The corrigendum will be published on website <https://gil.nprocure.com>.
- 14.3 In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids GIL, at its discretion, may extend the deadline for the submission of bids.
- 15 **Bid Currency – Prices shall be quoted in INR/USD only. No currency other than INR/USD will be taken into account throughout the bid. Bidder will be deemed disqualify in case of bidder quote the prices other than INR/USD currency.**  
**However, the final price will be converted in to Indian rupees to decide the L1 bidder.** The currency conversion rates will be taken from RBI's conversion rate ([www.fbil.org.in](http://www.fbil.org.in)) on the date of financial bid opening for **INR = Indian Rupee, USD = United States Dollar.**
- "Bidder is required to specify in technical bid by separately enclosing letter stating, whether the items are imported and purchase order is required to place in USD or items are procured locally and purchase order is required to place in INR.**  
**Based on the requirements specified by bidder, the indenting department will issue PO (Purchase Order) for the goods of Indian origin in INR or foreign origin in USD."**
- 16 The Bidder shall indicate on the Price Schedule, the unit price and total bid prices of the Goods/Software/ it proposes to supply under the Contract. Bidders shall quote for the complete requirement of Goods/Software/Software and services specified under each schedule/item on a single responsibility basis, failing which such bids will not be taken into account for evaluation and will not be considered for award.
- 17 Prices indicated on the Price Schedule shall be entered separately in the following manner:
- The price of the Goods/Software, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, installation and commissioning as applicable), including all duties and sales and other taxes already paid or payable:
    - a. On components and raw material used in the manufacture or assembly of Goods/Software quoted ex-works or ex-factory.
    - b. On the previously imported Goods/Software of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.
  - Any Indian duties, sales and other taxes which will be payable on the Goods/Software if this Contract is awarded.
  - The price for inland transportation, insurance and other local costs incidental to delivery of the Goods/Software to their final destination; Destination of Goods/Software will be as mentioned in the schedule of requirement.
- 18 The Bidder will have to remit **Non refundable Bid Processing Fees of Rs. 17,700/- (Including GST) & Earnest Money Deposit (E.M.D.) of Rs.2,00,000/- (Refundable)** on or before 21.01.2020 up to 1500 hours in a sealed cover at GIL office with the heading "**Bid Processing fees & EMD for the e-Tender No. HWT201219598** for supply, installation, commissioning and maintenance of MET Sensors on behalf of Institute of Seismological Research (ISR), Gandhinagar, Department of Science & Technology, Govt. of Gujarat".
- ✓ Bid processing fees must be in the form of Demand Draft in the name of "Gujarat Informatics Ltd." Payable at Gandhinagar along with the covering letter.
  - ✓ EMD shall be submitted in the form of **Demand Draft OR** in the form of an **unconditional Bank Guarantee (which should be valid for 6 months from the last date of bid submission)** of All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks

or Co-Operative & Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 issued by Finance Department or further instruction issued by Finance department time to time in the name of "Gujarat Informatics Ltd." payable at Gandhinagar (as per prescribed format given at as per prescribed format given at Annexure A) and must be submitted along with the covering letter.

- ✓ EMD in form of DD/BG has to be submitted by the bidder who is applying in this bid.
- ✓ The bidder who is bidding in consortium has to submit the EMD in name of Prime bidder in case of consortium

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

- 19 In case of non-receipt of Bid Processing fees & EMD as mentioned above within prescribed time the bid will be rejected by GIL as non-responsive.
- 20 Unsuccessful/disqualified bidder's E.M.D. will be returned as promptly as possible but not later than 15 days after the expiration of the period of bid validity OR upon the successful Bidder signing the Contract, and furnishing the Performance Bank Guarantee @ 5% of the total order value as prescribed by GIL, whichever is earlier.
- 21 In exceptional circumstances, GIL may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its E.M.D. A Bidder granting the request will not be permitted to modify its bid.
- 22 The Successful bidder has to submit Performance Bank Guarantee @ 5% of total order value within 30 working days from the date of issue of Purchase order (for warranty period + extra 3 months) from All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative & Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 issued by Finance Department or further instruction issued by Finance department time to time. (The draft of Performance Bank Guarantee is attached herewith).
- 23 Successful bidders will have to sign the contract upon receiving the Purchase order with the purchaser(s) within 30 working days from the date of Purchase order. (The draft of the Contract form is attached herewith)
- 24 The successful Bidder's E.M.D. will be returned upon the Bidder signing the Contract, and furnishing the Performance Bank Guarantee @ 5% of the total order value, offer of inspection of the ordered material and after completion of bid validity whichever is later.
- 25 The E.M.D. may be forfeited:
  - (a) if a Bidder withdraws its bid during the period of bid validity
  - (b) In case of a successful Bidder, if the Bidder fails:
    - (i) To sign the Contract as mentioned above or
    - (ii) To furnish performance bank guarantee as mentioned above or
    - (iii) If the bidder is found to be involved in fraudulent practices.

If the successful bidder fails to submit the Performance Bank Guarantee & sign the Contract Form within prescribed time limit, the EMD of the successful bidder will be forfeited.

GIL also reserves the right to blacklist such bidder from participating in future tenders if sufficient cause exists.



26 Termination for Default

- 26.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder (after providing notice/cure period of 30 days), terminate the Contract in whole or part:
- a) if the bidder fails to deliver any or all of the Goods within 90 working days from the date of purchase order, or within any extension thereof granted by the Purchaser or
  - b) if the Bidder fails to perform any obligation(s) under the Contract/Purchase order.
  - c) If the Bidder, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

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

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

- 26.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause 26.1 above, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Bidder shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Bidder shall continue the performance of the Contract to the extent not terminated.

27 Price shall be inclusive of all freight, forwarding, transit insurance and installation charges.

28 Prices shall be inclusive of all Duties like GST. The prices shall strictly be submitted in the given format. Quoted prices shall be inclusive of all taxes. The tax Components-G.S.T.as applicable shall be mentioned separately in the respective columns. However, payments related to the customs duty is ISR’s responsibility. The bidder has to submit all the required documents relevant to the supply of the goods for customs clearance. The final prices quoted for each item are CIF basis.

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

30 Modification and Withdrawal of Bids

- 30.1 No bids will be allowed to be modified subsequent to the final submission of bids.
- 30.2 No bid will have allowed to be withdrawn in the interval between the deadline for submission of bids and the expiry of the bid validity. Withdrawal of a bid during this interval will result in the forfeiture of bidder’s E.M.D.

31 Bids will be opened with the buyer’s private digital key in the presence of Bidder’s representatives, who choose to attend. The Bidder’s representatives who are present shall sign a register/attendance sheet evidencing their attendance. The representative will be held responsible for all commitments made on behalf of the bidder and that will be considered valid for all further dealings related to this tender process. In the absence of the bidder(s), the tender committee may choose to open the bids as per the prescribed schedule.

- 32 The Bidder's names, Bid modifications or withdrawals, discounts and the presence or absence of relevant E.M.D. and such other details as GIL/GOG officer(s) at their discretion, may consider appropriate, will be announced at the opening.
- 33 **Evaluation of the bids:**
- a. After the closing time of submission, GIL/GOG committee will verify the submission of Bid Processing Fees & EMD as per bid terms and conditions. The eligibility criteria evaluation will be carried out of the responsive bids. The technical bids of the bidders who are complying with the eligibility criteria will be opened and evaluated next. Successful bidder will be decided based on the lowest quoted rates as mentioned in financial bid section & then called for further negotiations if required.
  - b. **At the time of issuing of Purchase order to L1 bidder;**
    - i. **if there is a variation of currency rate (+ OR -, Increased or decreased) more than a 5% from the date of opening of the financial bid than the purchase order will be issued by considering the prevailing rate of the currency on the date of issuing of the purchase order.**
    - ii. **if there is a variation of currency rate (+ OR -, Increased or decreased) within a 5% from the date of opening of the financial bid than the purchase order will be issued by considering rate of the currency on the date of opening of the financial bid.**
- 34 The inspection of the Goods/Software/Softwares shall be carried out to check whether the Goods/Software/Softwares are in conformity with the technical specifications attached to the contract and shall be in line with the inspection/test procedures laid down in the Technical Specifications and the Conditions of contract. Following broad test procedure will generally be followed for inspection and testing of machine. The supplier will dispatch the Goods/Software to the ultimate consignee after internal inspection testing along with the supplier's inspection report and manufacturer's warranty certificate. The purchaser will test the equipment after completion of the installation and commissioning at the site of the installation.
- a. The acceptance test will be conducted by the purchaser/their consultant or any other person nominated by the purchaser, at its option. The acceptance will involve trouble-free and successful operations of online data receive software with filters. There shall not be any additional charges for carrying out acceptance tests. No malfunction, partial or complete failure of any part of hardware or excessive heating of electronic boards, drivers, hard disks etc. or bugs in the software should occur. All the softwares should be complete and no missing modules/sections will be allowed. The supplier shall maintain necessary log in respect of the results of the tests to establish to the entire satisfaction of the purchaser, the successful completion of the test specified. An average uptake efficiency of 98% for the duration of test period shall be considered as satisfactory.
  - b. In the event of the hardware and softwares failing to pass the acceptance test, a period not exceeding four weeks will be given to rectify the defects and clear the acceptance test, failing which the purchaser reserves the rights to get the Goods/Software/Software replaced by the supplier at no extra cost to the purchaser.
- 35 The indenter's right to inspect, test and, where necessary, reject the Goods after the Goods arrival at Customer Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
- 36 **Delivery & installation:**
- **Delivery: Within 90 working days** from the date of confirmed purchase order at Ahmedabad Airport. Upon delivery of the Goods/Software, the supplier shall notify the purchaser and the insurance company by cable/telex/fax/email the full details of the shipment including contract number, airway bill/ railway receipt number and date, description of Goods/Software,

quantity, name of the consignee etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company.

- ✚ 03 Copies of the Supplier invoice showing contract number, Goods/Software' description, quantity, unit price, total amount
- ✚ Airway/Railway receipt/acknowledgment of receipt of Goods/Software from the consignee(s);
- ✚ 03 Copies of packing list identifying the contents of each package;
- ✚ Insurance Certificate
- ✚ Manufacturer's/Supplier's warranty certificate
- ✚ Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- ✚ Certificate of Origin

- Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods/Software, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order.
- Installation: Within **60 working days** from the date of delivery of the material.

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

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

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

40 **Insurance:** The Goods/Software supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. For delivery of Goods/Software at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the Goods/Software from "warehouse to warehouse" (final destinations) on "All Risks" basis including War Risks and Strikes.

41 **Penalty Clause for delay in delivery & installation**

- 41.1 If the bidder fails to deliver and install the requisite hardware and software within 150 working days of the issue of the confirmed purchase order, then a sum equivalent to one percent (1 %) of the total contract value shall be deducted from the payment for each calendar week of delay or part thereof.
- 41.2 The amount of penalty for delay in delivery & installation shall be subject to a maximum limit of 10% of the total contract value.
- 41.3 Delay in excess of 10 weeks will be sufficient to cause for termination of the contract. In that case the Performance Bank Guarantee of the bidder will be forfeited.
- 41.4 In case, the selected bidder does not supply the ordered items for any reason, the bidder will be liable to pay the difference amount to the purchaser, over and above the performance guarantee, which indenter department has to pay to the next or other selected bidder for purpose of the said items.

**42 Warranty**

- 42.1 Warranty:** Comprehensive onsite warranty for 3 years from the date of installation of MET Sensors.
- 42.2 The bidder shall guarantee a 95% uptime of MET Sensors.
- 42.3 If the equipment gives continuous trouble, say more than 3 times in one month during the warranty period, the bidder shall replace the same with new equipment without any additional cost to the purchaser.
- 42.4 Maintenance service: Free maintenance services shall be provided by the Bidder during the period of warranty for 3 years.
- 42.5 In case, bidder is not providing satisfactory support & doing unwarranted delay in providing warranty support, Government offices reserves right to repair the equipment at risk & cost of the bidder.

**43 Operational/Warranty period Penalty:**

- 43.1 During warranty period, if the complaint is not resolved within 6 months the penalty of Rs.2000 per day for MET sensor will be levied. The amount of penalty will be recovered from the Performance bank guarantee during warranty period.
- 43.2 It is expected the average downtime of the item (system) will be less than half the maximum downtime. In case an item is not usable beyond the stipulated maximum downtime the bidder will be required to arrange for an immediate replacement of the same till it is repaired. Failure to arrange for the immediate repair/replacement will be liable for penalty of Rs.2000 per day for MET sensor. The amount of penalty will be recovered from the Performance bank guarantee during warranty period.

**Note:**

- ✓ Successful bidder should submit the Performance Bank Guarantee @ 5% of total order value for the duration of (for warranty period + extra 3 months) as per bid requirements. In any case, bidder is required to maintain 5% PBG at all time during the period of contract. In case of any penalty claimed from the submitted PBG during the contract period, the successful bidder is required to submit the additional PBG of the amount equal to the penalty claimed for the duration up to the validity of original Bank Guarantee. For example, "X" amount of penalty will be claimed during the 5<sup>th</sup> month of contract period, then bidder is required to submit the additional PBG of "X" amount for the period of 22 months i.e. 27 months – 5 months.

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

**In case of Indian Bidder:**

- 📁 On Delivery: Eighty percent (80%) of the contract price shall be paid on receipt of Goods and upon submission of the documents
- 📁 On Final Acceptance: the remaining twenty percent (20%) of the Contract Price shall be paid to the supplier within 30 days after the date of the satisfactory demonstration of working of MET sensor at purchaser's site.
- **In case of Foreign Bidder: The payment will be made by opening Letter of Credit (LoC) in the name of manufacturer/foreign bidder and will be released as below:**
  - 📁 On Delivery: Eighty percent (80%) of the contract price shall be paid on receipt of Goods and upon submission of the documents

- ✚ On Final Acceptance: the remaining twenty percent (20%) of the Contract Price shall be paid to the supplier within 30 days after the date of the satisfactory demonstration of working, and installation at purchaser's site.

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

- 45 GIL reserves the right to change any bid condition of any item even after inviting the bids, with/without prior notification.
- 46 GIL's Right to accept any Bid and to reject any or all Bids – GIL reserve the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to awarding the Contracts, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for such decision.
- 47 The tendered quantities are estimated based on the receipt of the requirement from various Government offices. The quantities may decrease up to 50% of the bid quantity or increase up to 30% of the bid quantity at the time of finalization, depending upon the change in the requirements/grants available with the purchaser(s), which shall be binding to the bidder.
- 48 The bidder may be called for presentation regarding plan, design, performance, installation, commissioning of MET Sensors features of software as per requirement and suitability of Institute at ISR, Gandhinagar.
- 49 All correction/addition/deletion shall require authorized countersign.
- 50 **Limitation of Vendor's Liability:** Notwithstanding anything contained in the Contract, Vendor's liability will be only for actual direct damages and shall be capped and limited to double the charges or the amounts paid or due and payable to Vendor for the Services that are the subject of the claim.
- 51 Force Majeure Shall mean and be limited to the following:
  - a) War / hostilities
  - b) Riot or Civil commotion
  - c) Earthquake, flood, tempest, lightening or other natural physical disaster.
  - d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order by the BIDDER.

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

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

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

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

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

The bid should be submitted on the website <https://gil.nprocure.com> on or before 1500 Hrs., 21.01.2020.

Please address all queries and correspondence to

**Shri Vivek Upadhyay, DGM (Tech.),**  
Gujarat Informatics Limited  
Block No.-2, 2nd Floor, D-Wing,  
Karmayogi Bhavan, Sector-10A,  
Gandhinagar – 382010  
Phone No. 079-23259239, Fax No. 079-23238925  
**E-mail: [viveku@gujarat.gov.in](mailto:viveku@gujarat.gov.in)**

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

**SECTION I**

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

Name of the Item:

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

**ELIGIBILITY CRITERIA**

Form no. E1      Financial strength of the bidder

| Financial Year | Turnover (Rs. In Crores) | Audited Accounts uploaded? (Yes/No) |
|----------------|--------------------------|-------------------------------------|
|                |                          |                                     |
|                |                          |                                     |
|                |                          |                                     |

Note: Please fill this form and upload the audited Annual Accounts for the last two financial years. If bidder does not have an audited balance sheet of last two financial years then previous two financial year's audited balance sheet (2017-18,2018-19) can be uploaded.

Form No. E2      Experience Details (Customer References)

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

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

**Form no. E3                      Authorization Letters**

| <b>Item</b>        | <b>Make &amp; Model</b> | <b>Name of OEM</b> | <b>Authorization letter attached? (Yes/No)</b> |
|--------------------|-------------------------|--------------------|--|
| <b>MET Sensors</b> |                         |                    |  |

**SECTION II**

**Make & Model List**

| <b>Sr. No</b> | <b>Item</b>        | <b>QTY.</b> | <b>Make &amp; Model</b> | <b>Supporting attached? (Yes/No)</b> |
|---------------|--------------------|-------------|-------------------------|--------------------------------------|
| <b>1</b>      | <b>MET Sensors</b> | <b>10</b>   |                         |                                      |



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

**Item – MET Sensors for GNSS systems**

| <b>Sr. No.</b> | <b>Specifications</b>   |   |
|----------------|---|---|
| 1              | Accuracy  | Temperature: $\pm 0.2$ °C or better,<br>Pressure: 0.10 hPa or better<br>Humidity: $\pm 2\%$ RH or better              |
| 2              | Operating range   | Temperature: operating temp upto + 60 °C or better<br>Pressure: up to 1100 hPa or better<br>Humidity: up to 100%      |
| 3              | Power   | Should be able to draw power from GNSS receiver itself or Provision for separate power supply be provided.            |
| 4              | Sampling Integration  | Should be user selectable   |
| 5              | Setup and configuration   | Software, windows compatible, to be provided. Software should be able to configure instrument using a laptop/PC.      |
| 6              | Port  | should be adaptable with the GNSS receivers of major brands   |
| 7              | Data format   | NMEA standard/ any other standard format  |
| 8              | Accessories   | All the required OEM accessories to be supplied including cables, manuals etc for the integration of setup with GNSS. |
| 9              | Provision should be available to prevent measurement probes against the solar radiation and wind effects.   |   |
| 10             | The measurement suite should be interfaced with computer systems, GNSS receivers and external loggers complete with power cable and adopter, data cable and adapters                  |   |
| 11             | It will be the responsibility of the Met sensor supplier to make sure its integration with the geodetic grade multi-frequency GNSS receiver available at ISR.                         |   |
| 12             | It will be the responsibility of the Met sensor supplier to provide all necessary cables (power and data cable between the GNSS and Met sensor, installation kit, attachment kit etc. |   |
| 13             | Met data are automatically stored in binary file of the GNSS receiver, and generate separate met file upon RINEXING. The met interface should be configurable through GNSS receiver   |   |
| 14             | The Met Sensor has to be integrated to existing Leica GPS1200 series of ISR network also able to integrate with all the major GNSS instruments  |   |
| 15             | All Cables/ hardware necessary for integration to existing Leica GPS1200 should be provided by Bidder.  |   |
| 16             | Any Firmware Upgrade required for integration to the existing ISR network should be provided by OEM   |   |

**Note:**

1. The above items 1-20 are all together are considered **as one unit of MET Sensor**.
2. The **MET Sensor** should be compatible with the existing setup of ISR.
3. **Vendor may visit ISR at his own cost to understand the existing set up at ISR.**

**SECTION III**  
**Form no. F1 – FINANCIAL BID FORMAT**

**Section: MET Sensors**

| 1<br>Sr<br>No. | 2<br>Item   | 3<br>Country of origin | 4<br>Quantity & unit | 5<br>Price for each Unit               |   |                      |  |  | 6<br>Unit price<br><br>(INR/ USD) | 7<br>Total Price<br><br>(INR/ USD) | 8<br>GST/ Applicable Tax if Any if contract is awarded (INR/ USD) |
|----------------|-------------|------------------------|----------------------|--|---|----------------------|--|--|-----------------------------------|------------------------------------|---|
|                |             |                        |                      | a                                      | b                                       | c                    | d  | e  |                                   |                                    |   |
|                |             |                        |                      | Ex-factory, Ex-Showroom, Off the shelf | Excise Duty, and any other taxes if any | Packing & forwarding | Inland transportation, insurance, local incidental cost etc. | Installation & Demonstration of satisfactorily working at purchaser site |                                   |                                    |   |
| 1.             | MET Sensors |                        | 10                   |  |   |                      |  |  |                                   |                                    |   |

**Note:**

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



**Performa of Compliance letter/Authenticity of Information Provided**

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

Date:

To,  
DGM (Tech.)  
Gujarat Informatics Ltd.  
Block-2, 2<sup>nd</sup> Floor,  
Karmayogi Bhavan, Gandhinagar.

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

**Ref: Tender No. HWT201219598**

Dear Sir,

With reference to above referred tender, I, undersigned <<Name of Signatory>>, in the capacity of <<Designation of Signatory>>, is authorized to give the undertaking on behalf of <<Name of the bidder>>. We wish to inform you that we have read and understood the technical specification and total requirement of the above mentioned bid submitted by us on **xx.xx.2020**

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 \_\_\_\_\_ 2020

Signature: \_\_\_\_\_  
(in the Capacity of) : \_\_\_\_\_  
Duly authorized to sign bid for and on behalf of  
\_\_\_\_\_

**Note: This form should be signed by authorized signatory of bidder/prime bidder in case of consortium**

## **Annexure A**

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

Ref: Bank Guarantee No.  
Date:

To,  
DGM (Technical)  
Gujarat Informatics Limited  
2<sup>nd</sup> Floor, Block -2, Karmayogi Bhavan,  
Sector – 10A, Gandhinagar - 382017  
Gujarat, India

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the Tender no: HWT201219598 for Purchase of MET sensors on behalf of Institute of Seismological Research, Gandhinagar, Department of Science & Technology, Govt. of Gujarat KNOW ALL MEN by these presents that WE ----- having our registered office at ----- (hereinafter called "the Bank") are bound unto the \_\_\_\_\_, Gujarat Informatics Limited in the sum of ----- for which payment well and truly to be made to Gujarat Informatics Limited , the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this ----- day of -----2020.

#### **THE CONDITIONS of this obligation are:**

1. The E.M.D. may be forfeited:
  - a. if a Bidder withdraws its bid during the period of bid validity
  - b. Does not accept the correction of errors made in the tender document;
  - c. In case of a successful Bidder, if the Bidder fails:
    - (i) To sign the Contract as mentioned above within the time limit stipulated by purchaser or
    - (ii) To furnish performance bank guarantee as mentioned above or
    - (iii) If the bidder is found to be involved in fraudulent practices.
    - (iv) If the bidder fails to submit the copy of purchase order & acceptance thereof.

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

This guarantee will remain valid up to 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/PURCHASER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.



The Bank also agree that the OWNER/PUCHASER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the SELLER and not withstanding any security or other guarantee that the OWNER/PURCHASER may have in relation to the SELLER's liabilities.

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_

Signed and delivered by

\_\_\_\_\_

For & on Behalf of

Name of the Bank & Branch &  
Its official Address

**Approved Bank: All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative & Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the EMD/10/2018/18/DMO dated 16.04.2018 issued by Finance Department or further instruction issued by Finance department time to time.**



**Performa of Contract-cum-Equipment  
Performance Bank Guarantee**  
(To be stamped in accordance with Stamp Act)  
**(In Case of Single Bidder Category 1: Single Bid)**  
**(Single bid & PBG to be submitted by Prime Bidder)**

Ref:

Bank Guarantee No.

Date:

To

Name & Address of the Purchaser/Indenter

\_\_\_\_\_

\_\_\_\_\_

Dear Sir,

In consideration of Name & Address of the Purchaser/Indenter, Government of Gujarat, Gandhinagar (hereinafter referred to as the OWNER/PURCHASER which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having awarded to M/s. .... having Principal Office at ..... (here in after referred to as the "SELLER" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the supply of \_\_\_\_\_ by issue of Purchase Order No..... Dated ..... issued by Gujarat Informatics Ltd. ,Gandhinagar for and on behalf of the OWNER/PURCHASER and the same having been accepted by the SELLER resulting into CONTRACT for supplies of materials/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 \_\_\_\_\_ 2020.

\_\_\_\_\_  
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 issued by Finance Department or further instruction issued by Finance department time to time.**



**Performa of Contract-cum-Equipment  
Performance Bank Guarantee**

(To be stamped in accordance with Stamp Act)  
**(In Case of Consortium Bidder Category 2: Consortium Bidder)**  
**(Consortium bidder & PBG to be Submitted by Consortium Partner)**

Ref:

Bank Guarantee No.

Date:

To

Name & Address of the Purchaser/Indenter

\_\_\_\_\_

\_\_\_\_\_

Dear Sir,

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

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





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

The Bank also agree that the OWNER/PUCHASER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the SELLER and not withstanding any security or other guarantee that the OWNER/PURCHASER may have in relation to the SELLER's liabilities.

In case of Prime bidder's (M/S **(Name of Company)**.) nonperformance during execution of the project; we allow M/s GIL to invoke PBG submitted by us consortium Partner: **(Name of Company)** as a EMD.

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 \_\_\_\_\_ 2020.

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

\_\_\_\_\_  
For & on Behalf of

Name of the Bank & Branch &  
Its official Address

**List of approved Banks**

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



**Bid CONTRACT FORM**

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_, 2020 \_\_\_\_ Between \_\_\_\_\_ (*Name of purchaser*) of \_\_\_\_\_ (*Country of Purchaser*) hereinafter "the Purchaser" of the one part and \_\_\_\_\_ (*Name of Supplier*) of \_\_\_\_\_ (*City and Country of Supplier*) hereinafter called "the Supplier" of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz., \_\_\_\_\_ (*Brief Description of Goods and Services*) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of \_\_\_\_\_ (*Contract Price in Words and Figures*) hereinafter called "the Contract Price in Words and Figures" hereinafter called "the Contract Price."

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2 The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - 2.1 the Bid Form and the Price Schedule submitted by the Bidder;
  - 2.2 terms and conditions of the bid
  - 2.3 the Purchaser's Notification of Award
- 3 In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4 The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- 5 Particulars of the goods and services which shall be supplied / provided by the Supplier are as enlisted in the enclosed annexure:

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said \_\_\_\_\_ (For the Purchaser)

in the presence of \_\_\_\_\_

Signed, Sealed and Delivered by the

Said \_\_\_\_\_ (For the Supplier)

in the presence of \_\_\_\_\_

## Annexure - I

### **Draft consortium Agreement**

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

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

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

AND

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

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

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

AND WHEREAS the Gujarat Informatics Limited, (hereinafter referred to as "GIL"), has invited bid against tender bearing no: Tender No. HWT201219598, hereinafter referred to as "Bid" for a " Bid for Purchase of MET Sensors on behalf of Institute of Seismological Research, Gandhinagar, Department of Science & Technology, Govt. of Gujarat

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

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

3. Roles and responsibility of Prime Bidder:

Roles and responsibility of Consortium Bidder:

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

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

- Either Party being in breach of any applicable law, and/or committing any act of bribery, fraud, serious misconduct or dishonesty in connection with the Bids
  - Either Party being in material breach and, if the breach is capable of remediation, then failing to remediate the breach within ten (10) days of notification given in writing by the non-breaching Party.
11. Notices and other communications under this Consortium agreement shall be in writing and communicated through post, courier, fax, email or any other recognized mode of such communication. All such notices and communications shall be directed to the address as mentioned in the Consortium Agreement.
  12. By signing this Consortium Agreement, the Parties acknowledge that it correctly records the understanding they have reached with regard to the Bids.
  13. This Consortium Agreement supersedes all previous conditions, understandings, commitments, agreements or representations whatsoever whether oral or written relating to the subject matter of this Consortium Agreement and constitutes the entire agreement between the Parties relating to its subject matter.

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

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

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

Signature:

Signature:

Name:

Name:

Designation:

Designation:

Date:

Date:

Witness:

Witness:

**Annexure-II**

**Declaration on letter head from prime bidder: M/S (Name of Company) as follows:**

**To,**  
**DGM (Tech.)**  
**Gujarat Informatics Ltd.**  
**Block-2, 2nd Floor, Sector 10A,**  
**Karmayogi Bhavan, Gandhinagar.**

**Subject: Declaration from prime bidder: M/S (Name of Company).**

**Ref.:** Bid for Purchase of MET Sensors on behalf of Institute of Seismological Research, Gandhinagar, Department of Science & Technology, Govt. of Gujarat (Tender No.: HWT201219598)

Sir,

With reference to above referred Tender No.: HWT201219598 published by GIL on behalf of ISR, Gandhinagar; we hereby declare that for the quoted Bid for Purchase of MET Sensors on behalf of Institute of Seismological Research, Gandhinagar, Department of Science & Technology, Govt. of Gujarat (Tender No.: HWT201219598) on behalf of us (Prime Bidder: **M/S (Name of Company)**), our Consortium Partner **M/S (Name of Company)** has submitted EMD in the form of BG. Vide no. \_\_\_\_\_ dated \_\_\_\_\_ valid till \_\_\_\_\_. In case of our (Prime bidder: **Name of Company.**) nonperformance during execution of the project; we allow M/s GIL to invoke BG submitted by Consortium Partner: **M/S (Name of Company)** as a EMD.

Thanking you,

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020

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 Prime Bidder: **M/S (Name of Company)**.

**Annexure-III**

**(3) Declaration on letter head from Consortium Partner: M/S (Name of Company), as follows:**

To,  
**DGM (Tech.)**  
**Gujarat Informatics Ltd.**  
**Block-2, 2nd Floor, Sector 10A,**  
**Karmyogi Bhavan, Gandhinagar.**

**Subject: Declaration from Consortium Partner: M/S \_\_\_\_\_.**

**Ref.:** Bid for Purchase of MET Sensors on behalf of Institute of Seismological Research, Gandhinagar, Department of Science & Technology, Govt. of Gujarat (*Tender No.: HWT201219598*)

Sir,

With reference to above referred Tender No.: HWT201219598 published by GIL on behalf of ISR, Gandhinagar; we hereby declare that for the quoted Bid for Purchase of MET Sensors on behalf of Institute of Seismological Research, Gandhinagar, Department of Science & Technology, Govt. of Gujarat (Tender No.: HWT201219598) on behalf of Prime Bidder: **M/S (Name of Company)**., we **M/S (Name of Company)** being a Consortium Partner of prime bidder: **M/S (Name of Company)** has submitted EMD in the form of BG. Vide no. \_\_\_\_\_ dated \_\_\_\_\_ valid till \_\_\_\_\_.

In case of Prime bidder's (**M/S (Name of Company)**.) nonperformance during execution of the project; we allow M/s GIL to invoke BG submitted by us consortium Partner: (**Name of Company**) as a bid.

Thanking you,

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020

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 Consortium Partner: M/S (Name of Company).**

**Annexure -IV**

**OEM consent letter**

(OEM consent letter on OEM letter head)

**Manufacturer's Name:**

**Manufacturer's Address:**

**Supplied Item's under Tender No. HWT201219598:**

**Equipment Make and Model:**

I, the undersigned, hereby providing consent on behalf of (Manufacturer's Name) \_\_\_\_\_ in capacity of (Designation) \_\_\_\_\_ under the Tender No. HWT201219598 that the equipment specified above will get support and warranty during the warranty period as mention in the said tender and further; provided equipment will not get end of support with necessary component for next 05 years from the date of submission of bid.