

Bid Document



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

**Bid for Supply of Digital Signature Certificate &
USB Token for Digital Signature Certificate on
behalf of Panchayat, Rural Housing and Rural
Development Department, Government of
Gujarat (Tender No. HWT120219538)**

Pre-bid Meeting: 22.02.2019 at 1500 hours

Last Date of Submission of Bid: 06.03.2019 till 1500 hours

Last Date of Submission of Bid Processing Fees & EMD: 06.03.2019 till 1500 hours

Date of Opening of Technical Bid: 06.03.2019 on 1700 hours

Bid Processing Fee: Rs. 17,700/-

Gujarat Informatics Limited (herein after referred to as GIL), on behalf of Panchayat, Rural Housing and Rural Development Department, Government of Gujarat (herein after referred to as the Purchasers) for the requirements of Digital Signature Certificate & USB Token for Digital Signature Certificate, intend to invite your bid for Purchase of Class 2 Digital Signature Certificate & USB Token for Digital Signature Certificate on behalf of Panchayat, Rural Housing and Rural Development Department, Government of Gujarat. (Tender No. HWT120219538).

The selected agency will have to carry out the Enrolment, Delivery, Installation and provide One-time Training & Support for the supplied hardware & software at Gram Panchayat level across the Gujarat State as per the scope defined in this bid for the contract period.

Gujarat Informatics Limited, on behalf of Panchayat, Rural Housing and Rural Development Department, Government of Gujarat has published this bid for ***“Supply of Digital Signature Certificate & USB Token for Digital Signature Certificate on behalf of Panchayat, Rural Housing and Rural Development Department, Government of Gujarat.”*** GIL invites your bid for the same.

Proposals are hereby called from the Bidders having the capability for Supply of Digital Signature Certificate & USB Token for Digital Signature Certificate and maintenance for the contract period for various Gram Panchayat locations across the Gujarat State.

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

The bidder will have to submit **Nonrefundable Bid Processing Fees of Rs. 17,700/- & Earnest Money Deposit (E.M.D.) of Rs. 6,00,000/- (Refundable)** on or before date & hours of submission of bid in a sealed cover at GIL office with the heading ***“Bid processing Fees & EMD for E-tender no HWT120219538 for Supply of Digital Signature Certificate & USB Token for Digital Signature Certificate on behalf of Panchayat, Rural Housing and Rural Development Department, Government of Gujarat.”***

- **Bid processing fees** must be in the form of **Demand Draft** in the name of **“Gujarat Informatics Ltd.”** payable at Gandhinagar along with the covering letter.
- **EMD** as mentioned above, shall be submitted in the form of Demand Draft **OR** in the form of an unconditional Bank Guarantee (**which should be valid for 9 months from the last date of bid submission**) of any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 (http://www.gil.gujarat.gov.in/grs/DMO_2173_16_Apr_2018_714.pdf) 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.

Bidder shall quote the prices of product & services as mentioned valid for 180 days from the date of financial bid opening.

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

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

1	Bid Reference Number	Tender No. HWT120219538
2	Date of Pre-Bid Meeting	22.02.2019 on 1500 hours
3	Venue of Pre-Bid Meeting	Gujarat Informatics Limited Block No. 2, 2 nd Floor, Karmayogi Bhavan, Sector-10A, Gandhinagar 382 010
4	Last Date & Time for Submission of Bids electronically on https://www.gil.nprocure.com	06.03.2019 till 1500 hours
5	Date & Time of Opening of Bids (Un-priced Bids)	06.03.2019 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 No. 2, 2 nd Floor, Karmayogi Bhavan, Sector-10A, Gandhinagar 382 010
8	Bid Processing Fees (Non-refundable)	Rs. 17,700/- (Rupees Seventeen Thousand Seven Hundred Only)
9	Earnest Money Deposit (E.M.D.)	Rs. 6,00,000/- (Rupees Six Lacs Only)
10	GIL Contact Person	DGM (Tech.), GIL

Note: Please specify Tender Number in all your correspondence.

SECTION 1

Eligibility Criteria for the Bidder:

1. The bidder should have a total sum of turnover of Rs. 5 Crore (Minimum) in the last three financial years as on 31st March 2018. The copies of Audited Annual Accounts/Balance Sheet along with Profit & Loss Account and CA Certified Statement for last three financial years as on 31st March 2018 shall be attached along with the bid. **(Form no. E-1)**
2. The bidder should have one office in Gujarat. Please upload the copies of any two of the following: Property Tax Bill of last year / Electricity Bills of last one year / Telephone Bills of last one year / VAT 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. **The bidder should be empaneled by Controller of Certifying Authorities (CCA) to license and regulated Certifying Authorities OR their Authorized Dealer / Distributor to quote this bid. Self-Declaration or Authorization Letter to be submitted.**
4. No consortium will be allowed. The bidder must meet all the eligibility criteria by self. Bidders undertaking should be submitted.
5. Bidder should not be blacklisted by any Ministry of Government of India or by any State Government of India or any of the Government PSUs at the time of bidding. Self-Declaration / Certificate / affidavit mentioning that the Bidder is not blacklisted as per the clause should be submitted.
6. The bidder should have a back-end support agreement/arrangement for services including supply of USB Token etc. with the Original Equipment Manufacturers (OEMs) of USB token, which includes the post-sales support activities (like Integration support, Technical Assistance support, spares support, Software Up gradation support etc.) for the entire project period. The OEM undertaking letter should be submitted along with the bid.

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 2

Scope of Work:

Panchayat, Rural Housing and Rural Development Department, Government of Gujarat is in requirements of Digital Signature Certificate & USB Token for Digital Signature Certificate for their applications for digital signing.

SI shall be responsible for the following scope of services and shall be the Single Point of responsibility for the end user:

1 Supply Scope:

- a. The application forms have to be collected by the bidder from the respective office of purchasing Government Department offices across the Gujarat State up to Village level.
- b. The DSC has to be issued within 2 to 5 working days of collection of forms or through electronic KYC verification, subject to consistency of the documents as required by CA.
- c. The SI has to carry out enrolment, installation and arrange one-time training at end user office location of purchasing department on DSC usage in co-ordination with purchasing department.
- d. Digital Signature Certificate with services for the installation & configuration at each location with support.
- e. User Manuals to use the DSC is required to prepare in Gujarati Language and handover to Panchayat Department.
- f. Provide the upgrades/updates/ patches of the middleware (PKI Component and security level, if any).
- g. SI has to collaborate with application provider to ensure that the device provides suitable compatible platform for running the department application and deliver the performance metrics of response time.
- h. USB Token for DSC should be FIPS Certified considering security standards as per CCA guidelines. OEM of the USB Token should be ISO 9001:2008 Process Certified.

2 Services Scope:

- a. The Integration of the Digital signature in Application will be done by Application Developer. However, bidder is responsible to provide the gateways/API/PKI component etc.
- b. Undertaking all verifications as may be required for processing the request and issuing USB tokens. (Govt. would provide the list of users with their credentials.)
- c. Delivery of USB tokens and Training to users on the use of digital signatures.
- d. In case any additional hardware/software is required, the same shall be procured and supplied by the SI bidder.
- e. All components should be supplied with AMC/ATS/patches/upgrades and updates for a period of contract duration.
- f. Provide warranty/on-site maintenance for digital signature that shall be supplied and installed under this procurement throughout the period of contract.
- g. Digital Signature Certificate should support Window 8 and above (64-bit Operating).
- h. CCA empanelled DSC provider will have to follow operation policy, procedure and security policy, procedure strictly and breach of the any of the policy will liable for action under law.

SECTION 3

General Terms & Conditions:

1. The last date of submission of bid on the website <https://gil.nprocure.com> is **06.03.2019 up to 1500 Hrs.** No physical bids will be accepted.
2. The bid is non-transferable.
3. **The Bidder may quote DSC from only one CCA empaneled DSC provider under 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 successful bidder will have to supply & install and provide operational training for supplied hardware and software and carry out necessary integration at end-user location across the Gujarat State.
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
 - Name of Manufacturer
 - Technical Literature
 - Manufacturer's Data Sheet.
 - Compliance statement from the OEM of the product (with duly signed and stamped)
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. 17,700/- & Earnest Money Deposit (E.M.D.) of Rs. 6,00,000/- (Rupees Six Lac Only) (Refundable)** on or before the date & hours of submission of bid in a sealed cover at GIL office with the heading "**Bid processing Fees & EMD for E-tender no. HWT120219538 for Supply of Digital Signature Certificate & USB Token for Digital Signature Certificate on behalf of Panchayat, Rural Housing and Rural Development Department, Government of Gujarat.**"

- **Bid processing fees** must be in the form of **Demand Draft** in the name of “Gujarat Informatics Ltd.” payable at Gandhinagar along with the covering letter.
- **EMD** as mentioned above, shall be submitted in the form of Demand Draft **OR** in the form of an unconditional Bank Guarantee (**which should be valid for 9 months from the last date of bid submission**) of any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 (http://www.gil.gujarat.gov.in/grs/DMO_2173_16_Apr_2018_714.pdf) 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.

13. In case of non-receipt of Bid processing fees & EMD as mentioned above, the bid will be rejected by GIL as non-responsive.
14. EMD of all unsuccessful bidders would be refunded by GIL within 30 Days after the award of the work to the successful bidder. The EMD submitted of successful bidder would be returned upon submission of Performance Bank Guarantee and signing of contract.
15. The EMD may be forfeited at the discretion of GIL, on account of one or more of the following reasons:
 - a. If a Bidder withdraws their 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, the said Bidder fails:
 - i. To sign the Agreement / Contract in time
 - ii. To furnish Performance Bank Guarantee
 - iii. If the bidder is found to be involved in fraudulent practices.
16. 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.
17. 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.
18. The 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).
19. The successful Bidder's E.M.D. will be returned upon the Bidder signing the Contract and furnishing the Performance Bank Guarantee as per bid terms.
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. The 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. Price shall be inclusive of all freight, forwarding, transit insurance, installation, warranty and maintenance charges. The prices shall strictly be submitted in the given Price Bid format
22. The Quoted prices shall be inclusive of all taxes except GST and have to be mentioned separately in the respective column in the price bid.
23. **Late Bids:** No bidder will be allowed to upload or submit the bid after the bid due date/time.
24. **Modification and Withdrawal of Bids:**
- 24.1. The Bidder may modify or withdraw its bid before the due date of bid submission.
- 24.2. No bid will be allowed to be modified subsequent to the final submission of bids.
- 24.3. 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.
25. **Opening of Bid:**
- 25.1. Bids will be opened 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.
- 25.2. The Bidder’s names, Bid modifications or withdrawals, discounts and the presence or absence of relevant E.M.D. and such other details as GIL/GOG officer(s) at their discretion, may consider appropriate, will be announced at the opening.
26. **Rejection of Bid:** GIL reserves the right to reject any Bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.
27. **Evaluation of the Bids:**
- 27.1. 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.
- 27.2. GIL will seek clarifications if required on eligibility & technical section.
- 27.3. The financial bid of the technically qualified bidders will be opened and financially Lowest (L1) bidder will be identified based on the sum total of prices for all line items without tax with warranty and then called for further negotiations if required.

28. Award of Contract:

- 25.1 Award Criteria: The Criteria for selection will be the lowest effective cost for the technically qualified bids.
- 25.2 In case, the lowest bidder (L1) does not accept the award of contract or found to be involved in corrupt and/or fraudulent practices, the next lowest bidder i.e. L2 will be awarded the contract. In such scenario, the L2 bidder has to match the L1 Price and execute the project at the L1 Price for the entire contract duration.

29. **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 the 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.**

30. The Purchaser'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.

31. **Delivery & Installation:** Within **30 working days** from the date of confirmed purchase order.

32. In case of successful bidder is found to be 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.

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

34. The successful Bidder will be required to co-ordinate with software vendor and/or do liaisoning with other service provider to achieve the end-to-end Scope of work.

35. **Warranty:** The bidder will quote the price of Class-2 Digital Signature Certificate (Signing and Encryption) with 2 Year validity as per Financial Bid format.

36. Penalty Clause

36.1. Penalties for delay in delivery and installation:

- a) If the bidder fails to deliver and install the requisite hardware and software within 30 working days from the date of issuance of purchase order, then a sum equivalent to two percent (2 %) of the value of the undelivered / uninstalled equipment i.e. due for delivery & installation as per given schedule will be deducted from the payment for each calendar week of delay or part thereof
- b) The amount of penalties for delay in delivery and installation shall be subject to a maximum limit of 10% of the total contract value.
- c) Delay in excess of 8 weeks (after due date of delivery and installation) will be sufficient to cause for termination of the contract. In that case, the Performance Bank Guarantee of the bidder will be forfeited.
- d) In case the selected bidder does not supply the ordered items for any reason, then the bidder will be liable to pay the difference in 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.

36.2. Maintenance / Warranty period Penalties:

- a) During maintenance / warranty period, if the complaint is not resolved within 48 hrs from the time of reporting of complaint, the penalty of Rs. 200 per day per item will be levied for the items supplied. However, if the complaints are not resolved within 7 days then from 8th day till 14th day, the penalty would be levied at Rs. 300 per day per item and from 15th day onwards the penalty at

Rs. 400 per day per item would be levied. The amount of penalty will be recovered from the Performance bank guarantee during warranty period.

- b) The amount of maintenance / 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 + extra 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 20 months i.e. 25 months - 5 months.
37. **Payment:** Payment for Goods and Services shall be made by Purchasing Department in Indian Rupees as follows:
- 37.1. No advance payment will be made.
 - 37.2. 90 % payment after successful inspection and delivery of the ordered goods for USB Token. The inspection will be done by GIL.
 - 37.3. Remaining 10 % payment will be made after successful installation, commissioning & functional training of the ordered goods.
 - 37.4. For Digital Signature Certificate, the payment will be made on activation of the same.
38. GIL reserves the right to change any bid condition of any item even after inviting the bids, with/without prior notification.
39. The quantity mentioned in the bid 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 within the period of the bid validity, depending upon the change in the requirements/grants available with the purchaser(s), which shall be binding to the bidder.
40. **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.
41. All correction/addition/deletion shall require authorized countersign.
42. 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 into 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.

43. The Clarifications if any should be submitted in writing to GIL at least on or before 5 days of bid submission 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, 06.03.2019**.

Proposals after due time period will not be accepted.

The Technical Bids will be opened on **06.03.2019 at 17:00 Hours at GIL, Block No. 2, 2nd Floor, Karmayogi Bhavan**, in the presence of the committee members and representatives of the bidders, who have submitted valid bids. Only one representative from each bidder will be allowed to attend the tender opening. The representative will be held responsible for all commitments made on behalf of the bidder and that will be considered valid for all further dealings related to this tender process.

Please address all queries and correspondence to

Vivek Upadhyay, DGM (Tech.),
Gujarat Informatics Limited
Block No. 2, 2nd Floor, Karmayogi Bhavan,
Sector-10 A, Gandhinagar 382 010
Phone No: 079 - 23256022
E-mail: viveku@gujarat.gov.in, vijayb@gujarat.gov.in

SECTION 4

FINANCIAL BID FORMAT

Sr. No.	ITEM	Make	Model	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	Class-2 Digital Signature Certificate (Signing & Encryption) with 2 Year validity			28,512			
2	USB Token for Digital Signature Certificate			28,512			
3	Charges for Enrolment, Delivery, Installation, One time Training & Support at End User Location			14,256			
GRAND TOTAL							

Note:

- The Bidder will have to quote the prices of Class-2 Digital Signature Certificate (Signing & Encryption) with 2 Year validity as above Financial Bid Format.
- L1 will be the lowest sum total of Price without Tax (Column E).
- The Bidder shall explicitly mention the applicable rate of GST.
- Initially, Panchayat, Rural Housing and Rural Development Department, Government of Gujarat is in requirements of procurement of 28,512 numbers of Digital Signature Certificate & USB Token at around 14,256 numbers of village locations (i.e. 2 quantities at each village location).
- Prices will 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.

SECTION 5

Formats and Annexure:

Bid Processing Fees & Earnest Money Deposit Details

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

ELIGIBILITY CRITERIA

Form No. E1: Financial strength of the bidder

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

Note: Please fill this form and upload the Audited Annual Accounts / Balance Sheet along with Profit & Loss Account 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: Authorization Letters

Item	Make & Model	Name of OEM	Authorization letter Submitted? (Yes/No)
Digital Signature Certificate			

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

SECTION 6

Performa of Compliance letter/Authenticity of Information Provided

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

Date:

To,
DGM (Tech.)
Gujarat Informatics Ltd.
Block No. 2, 2nd Floor, Karmayogi Bhavan,
Sector-10 A, Gandhinagar 382 010
Gujarat, India

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

Ref: Bid for Supply of Digital Signature Certificate & USB Token for Digital Signature Certificate on behalf of Panchayat, Rural Housing and Rural Development Department, Government of Gujarat. (Tender No. HWT120219538)

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 the right to reject our bid at any stage including forfeiture of our EMD/PBG/cancel the award of the 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 an authorized signatory of the bidder

Annexure A

Format of Earnest Money Deposit in the form of Bank Guarantee

Ref:

Bank Guarantee No.

Date:

To,

DGM (Technical)

Gujarat Informatics Limited

Block No. 2, 2nd Floor, Karmayogi Bhavan,

Sector-10 A, Gandhinagar 382 010

Gujarat, India

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the Tender no: HWT120219538 for Supply of Digital Signature Certificate & USB Token for Digital Signature Certificate on behalf of Panchayat, Rural Housing and Rural Development Department, Government of Gujarat KNOW ALL MEN by these presents that WE ----- having our registered office at ----- (hereinafter called "the Bank") are bound unto the Gujarat Informatics Limited in the sum of ----- for which payment well and truly to be made to Gujarat Informatics Limited, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day of ----- YYYY.

THE CONDITIONS of this obligation are:

1. The E.M.D. may be forfeited:

- a. if a Bidder withdraws its bid during the period of bid validity
- b. Does not accept the correction of errors made in the tender document;
- c. In case of a successful Bidder, if the Bidder fails:
 - (i) To sign the Contract as mentioned above within the time limit stipulated by purchaser or
 - (ii) To furnish performance bank guarantee as mentioned above or
 - (iii) If the bidder is found to be involved in fraudulent practices.
 - (iv) If the successful bidder fails to submit the Performance Bank Guarantee & sign the Contract Form within the 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 the Finance Department or further instruction issued by Finance department time to time.

SECTION 7

**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 the 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 _____