



GUJARAT INFORMATICS LIMITED
Block No. 2, 2nd Floor, C & D Wing,
Karmayogi Bhavan, Sector - 10 A,
Gandhinagar: 382 010
Phone No: 23256022, Fax No: 23238925

**Bid for Supply, Install, Commissioning and
Maintenance of MCCB Panels with Enclosures for
the use at Gujarat State Data Center on behalf of
Department of Science and Technology,
Gandhinagar.**

Tender No. HWT080319542

Pre-bid Meeting: 14.03.2019 at 1500 hours

Last Date of Submission of Bid: 20.03.2019 till 1500 hours

Last Date of Submission of Bid Processing Fees & EMD: 20.03.2019 till 1500 hours

Date of Opening of Bid : 20.03.2019 at 1700 hours

Bid Processing Fee: Rs. 1,770

Gujarat Informatics Limited (hereinafter referred to as "GIL"), for Gujarat State Data Center, Gandhinagar for their requirement of MCCB Panels intend to invite offers through E-tendering route for supply, installation, commissioning and maintenance of MCCB Panels (125A) along with enclosures & relevant accessories. (Tender No. HWT080319542).

Eligibility Criteria for the bidder:

1. Any firm/organization who has relevant experience to work on electrical panels for Data Centers may apply in this bid.

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.

SCOPE OF WORK

1. The successful bidder has to Supply, Install, commissioning and testing as well as maintenance with onsite warranty for 1 years.
2. Successful bidder has to Install, testing and commissioning MCCB Panels (125Amp) and carry out necessary integration with existing electric systems of Gujarat State Data Center (GSDC) in consultation with GSDC O&M agency, TPA and Composite team. The proposed MCCB panels should adhere Governing Indian Standard specification as per IS/IEC:60947-2.
3. Bidder may, at his own cost, visit Gujarat State Data center, Gandhinagar for better understanding of the nature of site, scope of work, local conditions, Proposed Panels Placement and existing electrical setup before submitting the bid.
4. In case of requirement of Downtime to carry out such installation, the bidder has to be approve the same from DST/GoG in advance.
5. Bidder may have to co-ordinate with local electricity supply providing companies to extend the electrical connections and have to work on offered downtime by such electricity provider company.
6. Bidder must have past experience to work on electric bus bar, Panels for data centers.

The terms and conditions are as follows:

- 1 The last date of submission of bid on the website <https://gil.nprocure.com> is 1500 Hrs. 20.03.2019. **No physical bids will be accepted under normal circumstances.** However, GIL reserves the right to ask the bidders to submit the bid and/or any other documents in physical form.
- 2 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).
- 3 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.
- 4 Amendment of Bidding Documents (Corrigendum)
 - 4.1 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.
 - 4.2 The corrigendum will be published on website <https://gil.nprocure.com> & www.gil.gujarat.gov.in.
 - 4.3 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.
- 5 Bid Currency – Prices shall be quoted in Indian Rupees only.
- 6 The Bidder will have to remit **Bid Processing Fees (Non refundable) of Rs. 1,770/- & Earnest Money Deposit (E.M.D.) of Rs. 4,000/-** on or before **20.03.2019** up to 1500 hours in a sealed cover at GIL office with the heading **"Bid Processing fees & EMD for the e-Tender No. HWT080319542** for supply, installation, commissioning and maintenance of MCCB Panels (125A) with Enclosures on behalf of Department of Science and Technology, Gandhinagar."
 - ✓ Bid processing fees must be in the form of Demand Draft in the name of "Gujarat Informatics Ltd." payable at Gandhinagar along with the covering letter. Please affix the stamp of your company on the overleaf of demand draft.
 - ✓ EMD shall be submitted in the form of **Demand Draft OR** in the form of an **unconditional Bank Guarantee (which should be valid for 9 months from the last date of bid submission)** of All Nationalized Bank including the public sector bank or Private Sector Banks or banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 (http://www.gil.gujarat.gov.in/grs/DMO_2173_16_Apr_2018_714.pdf) issued by Finance Department or further instruction issued by Finance department time to time in the name of "Gujarat Informatics Ltd." payable at Gandhinagar (as per prescribed format given at **as per prescribed format given at Annexure A**) and must be submitted along with the covering letter.
- 7 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.
- 8 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.

- 9 The Successful bidder has to submit Performance Bank Guarantee @ 5% of total order value within 7 days from the date of issue of Purchase order (for warranty period + extra 3 months) All Nationalized Bank including the public sector bank or Private Sector Banks or banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 (http://www.gil.gujarat.gov.in/grs/DMO_2173_16_Apr_2018_714.pdf) issued by Finance Department or further instruction issued by Finance department time to time (The draft of Performance Bank Guarantee is attached herewith).
- 10 Successful bidders will have to sign the contract upon receiving the Purchase order with the purchaser(s) within 7 working days from the date of Purchase order. (The draft of the Contract form is attached herewith)
- 11 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.
- 12 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."
- 13 Price shall be inclusive of all freight, forwarding, transit insurance and installation charges.
- 14 Prices shall be in Indian Rupees. The prices shall strictly be submitted in the given format. The tax components GST as applicable shall be mentioned separately in the respective columns.
- 15 **Delivery & installation:** Within 07 working days from the date of purchase order at respective site/ location.
- 16 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.
- 17 Bidder must ensure that the warranty support & service should be available up to delivery locations to provide repairing cum replacement services of faulty equipments within 48 hrs. Bidder is required to provide the name & address & contact details of the firm for providing warranty support & repairing cum replacement service up to delivery locations.
- 18 **Penalty Clause for delay in delivery & installation**
 - 18.1 If the bidder fails to deliver and install the requisite hardware within the time limit as mentioned in the bid, then a sum equivalent to one percent (1 %) of the total contract value shall be deducted from the payment for each calendar week of delay or part thereof.
 - 18.2 The amount of penalty for delay in delivery & installation shall be subject to a maximum limit of 10% of the total contract value.
- 19 **Warranty**
 - 19.1 **Warranty:** Comprehensive onsite warranty for 1 years from the date of installation of MCCB Panels along with enclosures.

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

20 Operational/Warranty period Penalty:

20.1 During warranty period, if the complaint is not resolved within 48 hrs the penalty of Rs. 500 per day will be levied. However, if the complaints not resolved within 7 days then from 8th day to 14th day, penalty would be levied @ 150% and from 15th day onwards penalty @ 200% of the above rates would be levied. The amount of penalty will be recovered from the Performance bank guarantee during warranty period.

20.2 The amount of Operational/Warranty period Penalty shall be subject to a maximum limit of 5% of the total contract value.

21 **Payment:** Payment for Goods and Services shall be made by the indenting department in Indian Rupees as follows:

21.1 No advance payment will be made.

21.2 100% payment will be made after successful installation & commissioning of the ordered goods.

22 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.

23 **The Clarifications if any should be submitted in writing to GIL at least on or before 2 days of pre-bid meeting date. Thereafter the clarifications received from the bidders will not be entertained.**

The bid should be submitted on the website <https://gil.nprocure.com> on or before 1500 hrs., **20.03.2019**. Please address all queries and correspondence to

Shri Vivek Upadhyay, DGM (Tech.),

Gujarat Informatics Limited

Block No. 2, 2nd Floor, C & D Wing,

Karmayogi Bhavan, Sector - 10 A,

Gandhinagar– 382010.

Phone No. 079-23259239, Fax No. 079-23238925

E-mail: viveku@gujarat.gov.in ; amitlpatel@gujarat.gov.in

Fax/email should be followed by the post confirmation copy

SECTION I

Bid Processing Fees & Earnest Money Deposit Details

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

SECTION II

FINANCIAL BID FORMAT

Sr. No.	Item	Qty.	Unit price with 1 years Warranty (In Rs. without tax)	Total price with 1 years warranty (in Rs. without tax)	Rate of GST (%)
1	MCCB Panels (125 A) (IS/IEC:60947-2 complied) with enclosures and relevant accessories	03			
GRAND TOTAL					

Note:

- L1 will be the lowest sum total of rates of all line items without tax with warranty.
- Supply, installation & commissioning of the above mentioned materials should be carried out by the successful bidder at no additional cost to GoG.



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Performa of Compliance letter/Authenticity of Information Provided

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

Date:

To,
DGM (Tech.)
Gujarat Informatics Ltd.
Block No. 2, 2nd Floor, C & D Wing,
Karmayogi Bhavan, Sector - 10 A, Gandhinagar.

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

Ref: Tender No. HWT080319542

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.2019**

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 _____ 2019

Signature: _____

(in the Capacity of): _____

Duly authorized to sign bid for and on behalf of

Note: This form should be signed by authorized signatory of bidder

Annexure A

Format of Earnest Money Deposit in the form of Bank Guarantee

Ref: Bank Guarantee No.
Date:

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

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the Tender no: HWT080319542. 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 -----2019.

THE CONDITIONS of this obligation are:

1. The E.M.D. may be forfeited:
 - a. if a Bidder withdraws its bid during the period of bid validity
 - b. Does not accept the correction of errors made in the tender document;
 - c. In case of a successful Bidder, if the Bidder fails:
 - (i) To sign the Contract as mentioned above within the time limit stipulated by purchaser or
 - (ii) To furnish performance bank guarantee as mentioned above or
 - (iii) If the bidder is found to be involved in fraudulent practices.
 - (iv) If the bidder fails to submit the copy of purchase order & acceptance thereof.
 - (v) If the successful bidder fails to submit the Performance Bank Guarantee & sign the Contract Form within prescribed time limit, the EMD of the successful bidder will be forfeited. GIL also reserves the right to blacklist such bidder from participating in future tenders if sufficient cause exists.

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

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

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHASER of its liability with reference to the matters aforesaid or any of them or by reason or any



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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 _____ 2019.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &
Its official Address

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



GUJARAT INFORMATICS LIMITED

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**Proforma 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 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



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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 _____ 2019.

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 banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 (http://www.gil.gujarat.gov.in/grs/DMO_2173_16_Apr_2018_714.pdf) issued by Finance Department or further instruction issued by Finance department time to time.

CONTRACT FORM

THIS AGREEMENT made on the _____ day of _____, 2019 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 _____