



GUJARAT INFORMATICS LIMITED

Block No: 2, 2nd Floor, Karmyogi Bhavan,
C & D Wing, Sector-10A, Gandhinagar: 382 010
Phone No: 23256022, Fax No: 23238925

**Bid for Purchase of
Broadband Seismograph (compact), Digital Data
Acquisition System (DAS) for BBS & Power Supply System
on behalf of Institute of Seismological Research,
Gandhinagar, Department of Science & Technology, Govt.
of Gujarat.**

Tender No. HWT070619554

Pre bid Meeting:	18.06.2019 at 1500 hours at GIL
Last Date of Receipt of Bid :	27.06.2019 till 1500 hours
Last Date of Submission of Bid:	27.06.2019 till 1500 hours
Processing Fees & EMD	
Date of Opening of Bid:	27.06.2019 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 Broadband Seismographs(Compact), Digital Data Acquisition System (DAS) for BBS & Power Supply System on behalf of Institute of Seismological Research (ISR), Gandhinagar, Department of Science & Technology, Govt. of Gujarat (Tender no. HWT070619554).

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 no. 1. Broadband Seismometers(Compact) (BBS)

1. The bidder/any consortium partner should have average annual turnover of INR 50,00,000 for the last two years. The Copies of Audited Annual Accounts for last two years shall be attached along with the bid. **(Form no. E-1)**
2. The bidder/any consortium partner/OEM should have experience of having supplied Compact Broadband Seismographs(Compact) to Govt. departments/Govt. boards. Bidders should have completed single project of similar type costing not less than INR 50,00,000 in the last 10 years will also acceptable. Similar model will be allowed. **(Form No. E-2)**
3. The bidder should be authorized by its OEM to quote this bid.

4. The bidder/any consortium partner can be an OEM directly or authorized Indian representative of the manufacturer, who must have manufactured, tested and supplied at least 10 units of the compact BBS similar to the type specified in this bid to any of the reputed organization / institute globally within last 10 years. The Goods/Software and services offered for supply must be of the most recent versions/models incorporation the latest improvements in design. further, OEM should be in continuous business of manufacturing products similar to that specified in the technical specification 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/corporation etc.

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.

- a) The manufacturer furnishes authorization assuring full guarantee and warranty obligation.
b) The bidder/any consortium partner has supplied, installed and commissioned satisfactorily at least 10 units of the Compact BBS, which must be in satisfactory operation till March -2018 and must be providing annual maintenance services for the above installation.
5. The bidder/any consortium partner shall furnish the information on the past supplies and satisfactory performance.
6. 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.
7. The bidder/any consortium partner shall furnish the information on the past supplies and satisfactory performance.
8. 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:

(a) Bid of bidders 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 shall furnish the information on the past supplies and satisfactory performance for all above three items.

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. 2016-17, 2017-18) 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 (2016-17, 2017-18)** 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 no. 1(a). Compact Broadband Seismograph (BBS)

- Broadband Seismometers(Compact) are instruments that measure motion of the ground, including those of seismic waves generated by earthquakes, volcanic eruptions, and other seismic sources. Records of seismic waves allow seismologists to map the interior of the Earth, and locate and measure the size of these different sources.
- The bidder has to supply 10 nos. of Broadband Seismometers(Compact) with cable as per the specifications stipulated in this tender to ISR, Raisan, Gandhinagar, India. He has to demonstrate the workability of 10 nos. of Broadband Seismometers(Compact) for continuous 2 days' operation and integrate with online transmission with demonstration of software features supplied along with the Broadband Seismometers.
- All the supplied Broadband Seismometers(Compact) and cable should be under two-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.

1 b) Digital Data Acquisition System (DAS).

- Digital Data Acquisition System is the process of sampling signals that measure real world physical conditions and converting the resulting samples into digital numeric values that can be manipulated by a computer. Data acquisition systems (DAS) typically convert analog waveforms into digital values for processing. The components of data acquisition systems include:
 - Sensors that convert physical parameters to electrical signals.
 - Signal conditioning circuitry to convert sensor signals into a form that can be converted to digital values.
 - Analog-to-digital converters, which convert conditioned sensor signals to digital values.
- The bidder has to supply 10 nos. of Digital Data Acquisition System (DAS) for BBS as per the specifications stipulated in this tender to ISR, Gandhinagar, India. He has to demonstrate the workability of 10 nos. of Digital Data Acquisition System (DAS) along with supplied seismometers(Compact) for BBS for continuous 2 days' operation. The Online data receiving software should have the capability of receiving the continuous online data **in near real time**, viewing data with different user selectable filter along with data retrieval and data processing facility. The license should be provided free of cost for lifetime (minimum 20 Years)

1 c) GSM Modem:

- GSM modem is specialized type of modem in which a SIM card can be installed just like in a mobile phone. The supplied modem should be configurable with DAS for transmitting continuous online seismic data from remote seismic station to server at CRS Gandhinagar. It should support the backhaul connectivity from server at CRS, Gandhinagar to remote station for seeing SOH, and parameter setting.

1 d) Laptop:

- It will be used in the field for parameter setting during installation, checking of state of health parameters, and data downloading.

1 e) Additional spares :

SD Card 10 nos., and GPS 5 nos. should be supplied.

2. Power Supply System:

- Power supply system will be used for running of BBS, DAS and Modem.

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. **27.06.2019**. 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 BBS(Compact), DAS & Power supply system and demonstrate the workability 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 three 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/EURO/CAD/GBP only. No currency other than INR/USD/EURO/CAD/GBP will be taken into account throughout the bid. Bidder will be deemed disqualify in case of bidder quote the prices other than INR/USD/EUR/CAD/GBP 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) on the date of financial bid opening for INR = Indian Rupee, USD = United States Dollar, EURO=official currency of Eurozone & GBP= British pound sterling. For CAD = Canadian Dollar, the currency conversion rates will be taken from "http://www.hdfcbank.com/nri_banking/Foreign_Exchng_Rates/Foreign_Exchng_Rates.asp" on the date of financial bid opening.**

- 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.

The Bidder will have to remit **Nonrefundable Bid Processing Fees of Rs. 17,700/- (Including GST) & Earnest Money Deposit (E.M.D.) of Rs. 2,64,000/- (Refundable)** on or before **27.06.2019** up to 1500 hours in a sealed cover at GIL office with the heading "**Bid Processing fees & EMD for the e-Tender No. HWT070619554** for supply, installation, commissioning and maintenance of Broadband Seismographs(Compact), Digital Data Acquisition System (DAS) for BBS & Power supply system on behalf of Institute of Seismological Research (ISR), Gandhinagar, Department of Science & Technology, Govt. of Gujarat".

- 18
- ✓ 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 9 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:
- 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
 - if the Bidder fails to perform any obligation(s) under the Contract/Purchase order.
 - 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 19.1 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.
- c. 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.
 - d. 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 2 years from the date of installation BBSs, DAS, Power supply system.

42.2 The bidder shall guarantee a 95% uptime of BBSs, DAS and power supply system.

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 2 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 3 months the penalty of Rs. 5000 per day each for BBS, DAS, Power Supply System 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.5000 per day each for BBS, for DAS, Power Supply System. 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 5th 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/USD/EURO/CAD/GBP 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 BBS and software 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.
- 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 BBS(Compact), DAS & Power Supply System and proficiency, features of software as per requirement and suitability of Institute at ISR, Gandhinagar, Department of Science & Technology, 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:
- War / hostilities
 - Riot or Civil commotion
 - Earthquake, flood, tempest, lightening or other natural physical disaster.
 - 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., 2nd Floor, Block No. 02, Karmyogi Bhavan, Sector 10A, Gandhinagar 382010. 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., **27.06.2019**.

Please address all queries and correspondence to

Shri Vivek Upadhyay, DGM (Tech.),
Gujarat Informatics Limited
Block-2, 2nd Floor, Karmyogi Bhavan, Sector 10A
Gandhinagar – 382010
Phone No. 079-23259239, Fax No. 079-23238925
E-mail: 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 (2016-17, 2017-18) can be uploaded.

Form No. E2 Experience Details (Customer References)

Sr. No.	Name and Address of the client	Details of Contract (Pl. Mention BBS, DAS and Power Supply System 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

Item	Make & Model	Name of OEM	Authorization letter attached? (Yes/No)
Broadband Seismometer(Compact)			
Digital Data Acquisition System for BBS (DAS)			
Power Supply system			

SECTION II

Make & Model List

Sr. No	Item	QTY.	Make & Model	Supporting attached? (Yes/No)
1a	Broadband Seismometer (Compact)	10		
1b	Digital Data Acquisition System for BBS (DAS)	10		
2a	2. Power Supply System (Solar panel, Charge controller, Tubular Battery, Mounting Rod, and all cables, connectors etc.)	10		
2b	Secondary power source Battery, Battery charger, Stabilizer	10		

Note:

1. Power systems must be outsourced from Local market and should be of reputed brand.
2. External cover box for BBS (Wooden/fibre with thermocol enclosure) of suitable size should also be procured locally to in-house Broadband Seismometer.
3. Additional SD Card (10 nos.), GPS (5 nos.) should be supplied.

Form no. T2 (TECHNICAL MINIMUM SPECIFICATIONS)

Item no. 1 Broadband Seismometers(Compact)

Sr.	Parameter	Specification
	SENSOR	
1.	Technology	Tri- axial, Electronic Force balanced, broadband velocity transducer with electronic feedback and axial accuracy better than 1°.
2.	Frequency response	Flat response (within +/- 3dB) to ground velocity in the range of 60 sec or more to 50Hz.
3.	Generator constant	750 V/m/s or more
4.	Dynamic range	≥130 dB
5.	Damping	0.7
6.	Mass Locking	Should be automatic or not required during transportation
7.	Mass centering	Automatic or on external command locally or from remote or No mass centering within +/-45 Deg. C
8.	Calibration facility	From Data Acquisition System
9.	Orientation	Suitable mark to indicate the direction of relative orientation of the transducer.
10.	Power consumption	< 2.0 watts at 12V DC i. Reverse voltage protection ii. Over voltage protection
11.	Operating temperature	0°to 60°C
12.	Noise response must be below the USGS New Low Noise Model (NLNM) in the frequency range of 0.15Hz to 4Hz. Test reports of the sensor noise over the full pass band should be provided.	
13.	Frequency response curve of the unit along with information regarding transfer function including poles, zeros and normalization factor should be provided (for each sensor as per the serial number)	
14.	The sensor should be housed in a shockproof and waterproof enclosure.	
15.	Low-loss shielded Seismometer-DAS cable of at least 10 meters with appropriate end connectors.	
16.	The connectors also should be waterproof and rust proof	
17.	The Seismometer self-noise test report of the quoted model of the Seismometer from the international recognized standard test laboratories like USGS Albuquerque Sandia seismological laboratory or IRIS should be attached along with the Power Spectral Density (PSD) plot.	
18.	An airtight thermal insulation cover(Wooden/PVC etc.)should be provided.	
19.	Detailed user/manual/datasheets/calibration datasheet to be provided.	
20.	Field Carry case should be provided.	
Sr.No.	Parameter	Specification
1b	Digitizer	
1.	Number of Channels	Three channels or more
2.	Input Range	Should match the sensor outputs.

3.	ADC resolution	24 bit independent digitizer for each channel
4.	Dynamic range	130dB or more at 80 SPS
5.	Sampling rate	User- selectable up to 200 SPS or more in continues and trigger modes.
6.	Filter	Linear phase digital FIR filter
7.	Data Acquisition Mode	Both Continuous and trigger mode.
8.	Trigger	User selectable, based on triggering criteria as STA/LTA level etc.
9.	Recording Format	Standard seismological format compatible to Windows/UNIX with proven compression technique. It should be easily convertible to SEED, miniseed, SAC, SEISAN and ASCII formats
10.	Storage Type	32GB or more SD card /hard disk. Must be USB Supported. Two data storage media should be supplied with each digitizer.
11.	Data retrieval interfaces	Ethernet and USB card supported.
12.	Configuration and Analysis software	<p>1) CRS Software should have the following features:</p> <ul style="list-style-type: none"> a) Receiving and viewing of the continuous seismic data in near real time. b) Different user selectable filter options for continuous seismic data in near real time. c) Time for event data retrieval from online data receiving server to offline analysis workstation should be less than 60 seconds. d) The online continuous data should be integrated with the existing setup of ISR. e) The Licence should be provided free of cost for lifetime (minimum 20 Years). <p>2) The software should be able to provide /set parameter setting for event recording, provision for 3 types data recording.</p> <ul style="list-style-type: none"> i) continuous data recording. ii) STA/ LTA based, and display state of health information of the system performance free of cost. <p>3) Format conversion routines to convert the data into the various standard formats like SEISAN, Mini SEED, SAC, ASCII etc are to be provided free of cost.</p> <p>4) Compatible software versions of the above software for working in UNIX, SOLARIS and Windows environments should be provided free of cost.</p>

13.	GPS Timing System	<ul style="list-style-type: none"> a) UTC timed with digitally controlled precision VCXO clock phase locked to GPS b) Timing accuracy of 10 micro sec or less when GPS is locked. c) Free running TCXO accuracy of 0.1 pp mover d) GPS receiver electronic circuit should be inside the DAS with Antenna exposed outside. e) Antenna cable length should be at least 10 mts. f) Antenna should be enclosed in water tight and should work effectively in extreme climatic condition. g) Antenna mounting rod and its accessories
14	State of Health of each channel	Provision for checking state of health information like sensor mass position, temperature, voltage, condition of GPS time lock etc. Locally and remotely.
15.	Power Supply	<ul style="list-style-type: none"> a) Supply voltage 9-24Volts DC b) Power consumption of DAS less than 5Watt 12V DC recording 3 channels at 100 SPS. c) Low battery voltage protection. d) DAS shall resume data acquisition and transmission automatically when the power is restored.
16	Operating temperature and humidity range	<ul style="list-style-type: none"> a) Operating Temperature: 0°to 60°C b) Humidity up to 100% RH
17.	Communication	<ul style="list-style-type: none"> a) In built communication interface circuitry for provision of remote data acquisition and State-of- Health in near real time mode through V-SAT. b) Suitable interface for computer/ laptop for parameter setting and data downloading.
18.	Transmission setting	Should have facility to select transmission of data to remote location in continuous mode transmission for BB data
19.	VSAT connectivity	<ul style="list-style-type: none"> a) Ethernet port (10/100 Base-T) supporting TCP/IP and UDP/IP. b) Compression of data before transferring to VSAT. c) Continuous and trigger both. d) Duplex communication between field and both hubs e) Extensive error correction f) Support for off-the-shelf communication equipment g) Appropriate cable to connect the DAS with the VSAT (RJ- 45 port)
20.	Environment	All the indoor units should work in typical tropical environment conditions and should work without air conditioning.
21.	Housing	GPS and DAS modules should be enclosed in weather and shock-proof sealed enclosures.
22.	Protection	Ethernet surge protector, Lightning surge protector, Reverse battery protector, and short circuit protection.
1c.	GSM Modem	3G/4G support, Operator independent, Remote Login, FTP support with display, AC-DC operative.

1d.	Field Data Retrieval system(Rugged Laptop)	
	Processor	Intel core i5 or higher
	OS	Windows 10 Professional
	RAM	DDR3 16GB
	Storage	SATA 500 GB
	Port	USB, serial,RJ45,VGA,HDMI,Audio-IN,Audio-OUT,DVD&CD writer
	Display	13.1" XGA 1024 x 768
2	Power Supply system	Specification
2a	Primary power source solar power system	Suitable <u>Solar</u> power system for BBS+DAS+GSM Modem, and it should run for at least 5 days in case of non-availability of sunlight.
2b	Secondary power source	1) <u>Mean Well ESC/ESP-120/240 series or Victron energy Blue</u> smart IP65 charger 12V,15A with all accessories like power cable, battery links. 2) Battery Exide/Amaron,12V,65Ah, SMF. 3) V-GUARD voltage stabilizer VGMW 500 PLUS,15A,90-300 V

1. The above items are all together are considered as one unit of Broadband Seismograph (Compact).
2. Vendor will have to supply 20 Nos. of battery i.e. 10 nos. for Primary power source & 10 Nos. for secondary power source.
3. Solar Power System should have Solar Panel, Charge controller, Suitable battery, with all cables and connectors

SECTION III

Form no. F1 – FINANCIAL BID FORMAT
Section 1: Broadband Seismograph(Compact)

1 Sr. No	2 Item	3 Country of origin	4 Quantity & unit	5 Price for each Unit					6 Unit price (INR/ USD/ EURO /CAD/G BP)	7 Total Price (IN R/ US D/ EU RO /CA D/G BP)	8 GST if contra ct is award ed (%)
				a	b	c	d	e			
				Ex- factory, Ex- Showro om, Off the shelf	Exci se Duty, and any oth er tax es if any	Packin g & forwar ding	Inland transport ation, insurance, local incidental cost etc.	Demonstr ation of satisfacto rily working at purchaser site			
<u>1a.</u>	Broadban d Seismogra ph		10								
<u>1b.</u>	Digital Data Acquisitio n System (DAS)		10								
<u>2</u> <u>a.</u> <u>b.</u>	Power Supply System		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/EURO/CAD/GBP only.
5. No currency other than INR/USD/EURO/CAD/GBP will be taken into account throughout the bid. Bidder will be deemed disqualify in case of bidder quote the prices other than INR/USD/EUR/CAD/GBP 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) on the date of financial bid opening for **INR = Indian Rupee, USD = United States Dollar, EURO=official currency of Eurozone and GBP= British pound sterling.** For **CAD = Canadian Dollar,** the currency conversion rates will be taken from "http://www.hdfcbank.com/nri_banking/Foreign_Exchnng_Rates/Foreign_Exchnng_Rates.asp " on the date of financial bid opening.

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. HWT070619554, hereinafter referred to as "Bid" for a "Bid for Purchase of Broadband Seismograph (compact), Digital Data Acquisition System (DAS) for BBS & Power Supply System 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 -IV

OEM consent letter

(OEM consent letter on OEM letter head)

Manufacturer's Name:

Manufacturer's Address:

Supplied Item's under Tender No. HWT070619554:

Equipment Make and Model:

I, the undersigned, hereby providing consent on behalf of (Manufacturer's Name) _____ in capacity of (Designation) _____ under the Tender No. HWT070619554 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.

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, 2nd Floor, Sector 10A,
Karmyogi Bhavan, Gandhinagar.

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

Ref: Tender No. HWT070619554

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 _____ 2018

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

2nd Floor, Block -2, Karmyogi Bhavan,

Sector – 10A, Gandhinagar - 382010

Gujarat, India

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the Tender no: HWT070619554 Bid for Purchase of Broadband Seismograph (compact), Digital Data Acquisition System (DAS) for BBS & Power Supply System on behalf of Institute of Seismological Research, Gandhinagar, Department of Science & Technology, Govt. of Gujarat 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 -----2018.

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 6 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 _____ 2018.

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/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 _____ 2018.

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.



**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 _____ 2018.

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 _____, 2018 ____ 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-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,
Karmyogi Bhavan, Gandhinagar.

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

Ref.: Bid for Purchase of Broadband Seismograph (compact), Digital Data Acquisition System (DAS) for BBS & Power Supply System on behalf of Institute of Seismological Research, Gandhinagar, Department of Science & Technology, Govt. of Gujarat (Tender No.: HWT070619554)

Sir,

With reference to above referred Tender No.: HWT070619554 published by GIL on behalf of ISR, Gandhinagar; we hereby declare that for the quoted Bid for Purchase of Broadband Seismograph (compact), Digital Data Acquisition System (DAS) for BBS & Power Supply System on behalf of Institute of Seismological Research, Gandhinagar, Department of Science & Technology, Govt. of Gujarat (Tender No.: HWT070619554) 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 _____ 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 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 Broadband Seismograph (compact), Digital Data Acquisition System (DAS) for BBS & Power Supply System on behalf of Institute of Seismological Research, Gandhinagar, Department of Science & Technology, Govt. of Gujarat(Tender No.: HWT070619554)

Sir,

With reference to above referred Tender No.: HWT070619554 published by GIL on behalf of ISR, Gandhinagar; we hereby declare that for the quoted Bid for Purchase of Broadband Seismograph (compact), Digital Data Acquisition System (DAS) for BBS & Power Supply System on behalf of Institute of Seismological Research, Gandhinagar, Department of Science & Technology, Govt. of Gujarat (Tender No.: HWT070619554) 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 EMD.

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