



## **GUJARAT INFORMATICS LIMITED**

Block No. 2, 2<sup>nd</sup> Floor,  
C & D Wing, Karmayogi Bhavan,  
Sector - 10 A, Gandhinagar – 382010, Gujarat.  
Phone No.: 079 - 23256022, Fax No.: 079 - 23238925

**Bid for Temporary setup of Connectivity & Networking  
for various Government Events on behalf of Department  
of Science & Technology, Govt. of Gujarat.  
Tender No. HWT140819578**

Pre bid Meeting	: 26.08.2019 at 1500 hours at GIL
Last Date of Submission of Bid	: 10.09.2019 till 1500 hours
Last Date of Submission of Bid Processing Fees & EMD	: 10.09.2019 till 1500 hours
Date of Opening of Bid	: 10.09.2019 at 1700 hours

**Bid Processing Fee: Rs. 5,900/- (Including G.S.T.)**

Gujarat Informatics Limited (hereinafter referred to as “GIL”), on behalf of Department of Science & Technology, Govt. of Gujarat (hereinafter referred to as “PURCHASER”) intend to invite offers through e-Tendering route for Temporary setup of Connectivity & Networking for various government events on behalf of Department of Science & Technology, Govt. of Gujarat. (Tender no. HWT140819578).

**Eligibility Criteria for the bidder:**

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- 1 **Company registration:** Copy of company incorporation / registration certificate of the firm.
- 2 **Financial Turnover:** The bidder should have a total sum of turnover of Rs. 3 Crore (Minimum) in the last three financial years. The copies of Audited Annual Accounts / Balance Sheet along with Profit & Loss Account for last three financial years (i.e. 2016-17, 2017-18, 2018-19) shall be attached along with the bid. **(Form no. E-1)**
- 3 The bidder must have one office in Gujarat. Please attach the copies of any of the following: Property Tax Bill of last year / Electricity Bills of last one year / Telephone Bills of last one year / VAT Registration / CST Registration/GST Registration / Valid Lease Agreement. **(Form no. E-2). In case, bidder does not have office in Gujarat, bidder should give undertaking to open office in Gujarat within 45 days from the date of purchase order.**
- 4 The bidder should be a IT System Integrator, who must have at least installed minimum 10 LAN / WAN projects, out of which, 5 projects should be of minimum 80 nodes installed and operational during the last 5 years as on bid submission date. Copies of Purchase orders and Certificates of Successful Completion from Customer should be submitted. Experience details should be given in the **(Form no. E3)**
- 5 The Bidder should have 15 skilled engineers / Manpower with minimum 2 Years’ experience. Bidders needs to provide the detail of on/off-roll Manpower i.e. educational qualifications, experience and P.F. no./ ESIC no. along with the projects they have handled should be provided with the bid. **(Form-E4)**

**Note:**

- A. 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.
- B. The Bidder must attach valid documents in support to their Technical and Financial capabilities/ strength, as mentioned above. Without proper supporting documents, the Bid proposals are liable to be rejected.
- C. Performa of Compliance letter/Authenticity of Information Provided as per (Annexure: II) to be submitted along with the EMD & Bid Processing Fees in Original On Non judicial Stamp paper of Rs. 100 duly attested by the First class Magistrate/Notary Public.

**The Terms and Conditions are as follows:**

- 1 The last date of submission of bid on the website <https://gil.nprocure.com> is **10.09.2019 till 1500 hours. No physical bids will be accepted under normal circumstances.** However, GIL reserves the right to ask the bidders to submit the bid and/or any other documents in physical form.
- 2 The bid is non-transferable.

- 3 The Bidder shall bear all the costs associated with the preparation and submission of its bid, and GIL in no case will be responsible or liable for these costs, regardless of conduct or outcome of bidding process.
- 4 The bidder has to submit the compliance letter on its letterhead duly signed by the authorized signatory & other supporting documents as asked for in the bid. 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.
- 5 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.
- 6 Amendment of Bidding Documents (Corrigendum)
  - 6.1 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.
  - 6.2 The corrigendum will be published on website [www.gil.gujarat.gov.in](http://www.gil.gujarat.gov.in) & <https://gil.nprocure.com>.
  - 6.3 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.
- 7 Bid Currency – Prices shall be quoted in Indian Rupees only.
- 8 The Bidder will have to remit **Nonrefundable Bid Processing Fees of Rs. 5,900/- (Including G.S.T.) & refundable Earnest Money Deposit (E.M.D.) of Rs. 1,00,000/-** on or before the date & hours of submission of bid (**i.e. 10.09.2019 up to 1500 Hrs**) in a sealed cover at GIL office with the heading "Bid Processing fees & EMD for the e-Tender No. HWT140819578 for "Bid for Temporary setup of Connectivity & Networking for various government events on behalf of Department of Science & Technology, Govt. of Gujarat."
  - 8.1 Bid Processing fees and E.M.D. must be in the form of Demand Draft in the name of "Gujarat Informatics Ltd." payable at Gandhinagar along with the covering letter.
  - 8.2 EMD shall be submitted in the form of Demand Draft OR in the form of an unconditional Bank Guarantee (**which should be valid for 6 months from the last date of bid submission**). 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 issued by Finance Department or further instruction issued by Finance department time to time. It must be in the name of "Gujarat Informatics Ltd." payable at Gandhinagar (in the format specified in **Annexure A**) and must be submitted along with the covering letter.
  - 8.3 Please affix the stamp of your company on the overleaf of demand draft.
  - 8.4 Failing to submit physical covers of EMD and bid processing fees at GIL on or before **10.09.2019 up to 1500 Hrs** may lead to the rejection of the bid.
- 9 In case of non-receipt of Bid Processing fees and EMD as mentioned above within prescribed time the bid will be rejected by GIL as non-responsive.
- 10 Unsuccessful/disqualified bidder's E.M.D. will be returned as promptly as possible after the expiration of the period of bid validity OR upon the successful Bidder signing the Contract, and furnishing the Performance Bank Guarantee prescribed by GIL/DST, whichever is earlier.

- 11 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.
- 12 PERFORMANCE GUARANTEE:
- 12.1 Initially the Bidder will have to submit **performance bank guarantee of Rs. 5 Lakhs** within 15 days from the date of issue of work order/Lol. In addition to that, **if total work order exceeds Rs. 50 Lakhs than bidder will have to submit additional PBG in consultation with GIL/DST,GoG.**
- The performance guarantee will be in the form of bank guarantee towards faithful performance of the contract obligation, and performance of bidder. In case of poor and unsatisfactory field services, DST,GoG/user department shall invoke the PBG.
- 12.2 In any case, bidder is required to maintain 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.
- 12.3 The Performance Guarantee shall be valid for a period of 180 days beyond Contract period and shall be denominated in Indian Rupees and shall be in the form of an unconditional Bank Guarantee issued by 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 format provided by DST,GoG to be submitted Within 15 days from the date of issue of work order/Lol.
- 12.4 The Performance Guarantee shall be discharged by DST,GoG and returned to the Vendor within 30 days from the date of expiry of the Performance Bank Guarantee.
- 12.5 No interest shall be payable on the BG amount. The Purchaser may invoke the above bank guarantee for any kind of recoveries, in case, the recoveries from the bidder exceed the amount payable to the bidder.
- 13 Successful bidders will have to sign the contract upon receiving the Purchase order with the purchaser(s) within 15 working days from the date of Purchase order. **(The draft of the Contract form is attached herewith)**
- 14 The successful Bidder's E.M.D. will be returned upon the Bidder signing the Contract, and furnishing the Performance Bank Guarantee.
- 15 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.
    - (v) 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.
- 16 Termination for Default:

- 16.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, Bidder will be given notice/cure period of 30 days, after that Purchaser will terminate the Contract in whole or part after.
- 16.2 if the Bidder fails to perform any other obligation(s) under the Contract/Purchase order.
- 16.3 If the Bidder, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

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

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

- 16.4 In the event the Purchaser terminates the Contract in whole or in part, 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.
- 17 Price of services shall be inclusive of all freight, forwarding, transit insurance and installation/demonstration charges at end location.
- 18 The prices shall strictly be submitted in the given format. Quoted prices shall be inclusive of all taxes except GST. Deduction at source towards GST will be made as per the norms and the statutory order of government. The tax components like GST as applicable shall be mentioned separately in the respective columns.
- 19 Late Bids – The bidder will not be able to submit the bid after final submission date and time.
- 20 Modification and Withdrawal of Bids
- 20.1 No bids will be allowed to be modified subsequent to the final submission of bids.
- 20.2 No bid will be allowed to 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.
- 21 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.
- 22 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/DST,GOG officer(s) at their discretion, may consider appropriate, will be announced at the opening.
- 23 **Evaluation of the Bids:**
- 23.1 After the closing time of submission, GIL/DST,GOG committee will verify the submission of Bid Processing Fees & EMD as per bid terms and conditions.

- 23.2 Un-priced Bid documentation shall be evaluated in two steps.
- 23.3 Firstly, the documentation furnished by the Bidder will be examined based on the following criteria:
- I. Compliance to bid document
  - II. Evaluation of Eligibility Criteria & Technical Bid document (The bidder shall provide details in the bid)
  - III. Experience in handling such projects (the bidder shall provide information in the BID)
- 23.4 In the second step, DST,GoG may ask Bidder(s) for additional information, demonstration of the equipments, field testing of the equipments offered to check compatibility with the existing IT infrastructures, visit to Bidders site and/or arrange discussions with their professional, technical faculties to verify claims made in Unpriced Bid documentation.
- 23.5 Priced Bid: Priced Bids will be opened only if the bids are technically qualified and fulfill the Eligibility Criteria. DST,GoG may at its discretion discuss with Bidder(s) available at this stage to clarify contents of Priced Bid.
- 24 As per the provision in Electronics & IT/ITeS Start-up Policy Resolution No. ITS/10/2015/5284/IT dated 6th June, 2016 issued by Department of Science & Technology; in e-Governance project undertaken by Government Departments or its Boards, Corporations or parastatal bodies getting grants from the Government, the chosen solution provider or system integrator will pass on job work or will outsource part of the work of a value ranging between 5% to 10% of the contract value to the eligible start-ups and to students of shortlisted Technical Colleges in Gujarat. In such arrangements, the responsibility of meeting SLAs (Service Level Agreements) will continue to belong to the solution provider or the system integrator.
- 25 **Event locations will be across the Gujarat state.**
- 26 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, the legal action as per rules/laws, shall be initiated against the successful bidder and EMD/PBG shall be forfeited, besides debarring and blacklisting the bidder concerned for the time period as decided by Govt., for further dealings with DST,GoG.
- 27 Bid validity will be of **90 days after the date of financial bid opening**. A bid valid for shorter period shall be rejected as non-responsive.
- 28 Bidders are required to quote all items. Incomplete bids will be treated as non-responsive and will be rejected.
- 29 **Scope of Work:**
- 29.1 **General Scope of Work:**
- 29.1.1 Bidder is required to provide turnkey based solution which includes connectivity & networking based on the requirement at event site.
  - 29.1.2 Bidder will be provided with required access, power at each location. It will be responsibility of bidder to extend the electrical power at each site as per the requirement.
  - 29.1.3 Bidder is required carry out the necessary coordination with all the stake holders and site survey as per timeline of the event and requirement of DST,GoG.
    - 29.1.3.1 **Bidder will be responsible for creation of temporary link/s on turnkey basis for broadcasting/webcasting/video conferencing or any other purposes of various Government events on behalf of Department of Science & Technology, Govt. of Gujarat.**
    - 29.1.3.2 Ownership of the link will rest with the bidder and bidder needs to remove the entire setup after completion of the said event.



- 29.1.3.3 Bidder is required work in coordination with DCO (District Coordination Officer), GSWAN (O&M) operator & TPA.
- 29.1.4 **Bidder needs to ensure that 100 % availability of services and sufficient & suitable manpower is deputed at the event location. The bidder shall depute the resources as per the requirements for carrying out necessary technical and other activities.**
- 29.1.4.1 The Purchaser shall not pay any cost for resources required to commission the link at event site.
- 29.1.4.2 The bidder shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and for all costs / charges in connection thereof.
- 29.1.4.3 Bidder needs to ensure that Manpower deployed at site should work with necessary safety precautions. DST,GOG will not be responsible for any damages due to lack of safety measures.
- 29.1.5 **The bidder has to establish the link/connectivity and other services as per the scope along with the end-to-end testing well in advance and the same has to be handover to DST/DST designated Authority.**
- 29.1.6 Bidder is required to provide list of manpower well in advance for smooth entry at event location and other administrative action. Bidder has to take follow up and necessary coordination with entry pass issuing authority in coordination with DST,GoG official.
- 29.1.7 The proper invoice is required to be submitted after completion of each event in due time.

## 29.2 Connectivity & Networking:

- 29.2.1 Bidder is required to provide turnkey based solution to connect Point A (PoP location) to Point B (to the termination point on network equipment at the event location).
- 29.2.2 **Bidder may establish Wired or Wireless Mode of Connectivity depending on the feasibility at site and keeping other factors in mind which may impact the performance; Bidder has to ensure the quality of Services should be available with the offered mode of connectivity.**
- 29.2.3 Bidder has to lay underground cable wherever laying of Fiber in underground is feasible. In exceptional cases, having genuine site challenges and terrain issues, Bidder may use Overhead Optical Fibre Connectivity.
- 29.2.4 **DST shall issue the Work Orders to the bidder based on the category of events. VVIP events of the Government, shall be defined as Category-A events. Bidder is required to provide Fiber and RF both mode of connectivity for Category-A events. The Payment to the bidder shall be made for both the links.**
- 29.2.5 **Normal VIP Events of the Government, shall be defined as Category-B events. Bidder is required to provide single connectivity (Fiber or RF) for Category-B events. The Payment to the bidder shall be made accordingly.**
- 29.2.6 The requirement comprises of supply, installation and maintenance of link over the fibre and/or RF link, labour charges and related equipment at both end along with the necessary structure, accessories, active & passive cabling, etc.

- 29.2.7 **Bandwidth: The Bidder is required to deliver as maximum bandwidth based on media (OFC/RF), as it is received from the uplink source from GSWAN Node/Network. However, the Bandwidth should not be less than 30Mbps in any mode of connectivity between point-A to Point-B.**
- 29.2.8 **In case of RF link:**
- 29.2.8.1 The RF link should include supply and installation of radios at both (base and remote) location along with all the necessary components like Antennas, mounting structure (pole/Mast), clamps, cables (active/Passive), lightening arrester, earthing, aviation lamp, etc.
  - 29.2.8.2 The distance between the Point A (PoP location) and Point B (to the termination point on network equipment at the event location) may vary from 0 km to 30 kms.
  - 29.2.8.3 Proposed wireless solution should conform to applicable WPC regulations for use of license-free spectrums in terms of EIRP. A declaration to this effect must be submitted which must be supplemented by periodic compliance reports during the project period.
  - 29.2.8.4 The bidder shall carry out the survey/feasibility study wherever required, to identify and resolve all the RF/data path related issues for the proposed connectivity.
  - 29.2.8.5 It will be responsibility of the bidder to arrange and obtain all the necessary permissions at the base and remote location for the required erection of the support structure and installation.
  - 29.2.8.6 **Tower/pole setup for RF link:** Bidder is required to erect tower/pole of required height as per the site feasibility or Line of Sight on actual basis for the event location.
  - 29.2.8.7 If the bidder is not able to install the RF setup nearby the venue due to any reason (Permission, Security, etc.), then the bidder has to erect the RF setup at suitable distance from the venue and extend other media connectivity till the webcasting location.
  - 29.2.8.8 For the requirement of RF at the Event, it is suggested that Pole/Tower erection should be with all safety measures. DST/GIL is not where responsible in any accident happen during the events.
- 29.2.9 Bidder is required to provide turnkey based solution which includes LAN ports at event location as per the survey and requirement comprise of supply of last mile equipment like network switch/s, installation and Termination of CAT6 cables, accessories, RJ45 termination at work station and configuring node in Network.
- 29.2.10 Bidder shall carry out required cabling work at the event locations based on the actual requirement or as specified by DST/DST designated agency within the time limit specified and should be in coordination with local agencies involved in the event. The work should be carried out in a way so that there is no destruction take place at the event.
- 29.2.11 Bidder should use standard cables & related equipments/materials.
- 29.3 **Bidder is required to take work completion certificate from DST/DST designated agency after successful completion of the event.**



- 30.1 Necessary approvals/ clearances from concerned authorities, for establishing the proposed project are to be obtained by the bidder.
- 30.2 Necessary approvals/ clearances, from concerned authorities (like City Nagar, Nigam, Public Works Department (PWD), Department of Irrigation, State Electricity Board, Fire Department etc. for “Right of way”), as required, are to be obtained by the bidder for laying their own cables to meet system requirements. Actual expenditure will be reimbursed by the department for obtaining such approval clearance after submission of original receipt of payment.
- 31 **Payment:** Payment for Services shall be made by the Purchasing Department (in Indian Rupees) after submission of Invoices and required document:
- 31.1 No advance payment will be made.
- 31.2 100% payment will be made after the due scrutiny of the Invoices.
- 31.3 In case bidder failed to execute the assigned work and event failed in terms of not functioning of core function of the requirement at event location; bidder is not eligible for any payment.
- 32 For Category-A Events, Bidder is eligible to get the payment for OFC and RF both mode of Connectivity; however, For Category-B event, Bidder is eligible for the Payment of only Single link/connectivity.
- 33 Government officials shall provide sufficient time to the Bidder. The Event schedule along with the locations shall be inform well in advance to the Bidder. If the Bidder has successfully tested and handover the link as per the scope and, in any circumstances, if the Event gets cancelled on/before 2 days, no Payment shall be payable to the Bidder, however the bidder will be eligible to claim the 50% of the Payment if the Event gets cancelled before 1 day or on the scheduled day.
- 34 **In case of event organized for more than 1 day than bidder shall be paid extra 10% charges per day for connectivity Link considering the manpower/support charges for additional days.**
- 35 **Penalty Clause:**
- 34.1 **If the Web casting/Live streaming do not happen due to the failure of Service Provider’s (Bidder’s) scope as per the tender during the Event, then the Bidder will be penalized Rs. 4,00,000/- per event for Category-A type of Event and Rs. 2,00,000/- per event for Category-B type of Event.**
- 34.2 **However, during the Multi locational Event, if webcasting/Live streaming does not happen at any of the Event Locations, the bidder shall not be entitled to claim the Payment of such location / Locations. No payment shall be payable to the bidder for the event location where the Live streaming/webcasting do not happen when the failure happens as per the scope of the Bidder.**
- 34.3 **For Category-A events, if the bidder is able to successfully establish the connectivity as per the scope either from the OFC or RF, and the another mode of connectivity do not function during the event, in that case no penalty shall be applicable to the Bidder for un-functional link.**
- 36 **AWARD OF CONTRACT**
- 36.1 Award Criteria: The Criteria for selection will be the lowest cost to the Purchaser for all the line items i.e. L1 (lowest bidder). Purchaser/GIL may negotiate the prices with L1 Bidder under each item/head offered by Bidder.

- 36.2 **Contract Period: This contract will be valid for a period of 1 Year. DST/GIL may consider extending the contract on completion of 1 year for further duration of 1 year based on the performance of the successful Bidder with no upward revision in the prices.**
- 36.3 Prior to expiration of the period of Bid validity, Purchaser/GIL will notify the successful Bidders and issue Lol/Work Order.
- 36.4 The successful bidder will have to revert with the Acceptance of the Lol within 7 days of the issuance of the same to the Purchaser/GIL.
- 36.5 The contract Performance guarantee has to be submitted within 15 calendar days of receipt of Lol/Work Order.
- 36.6 **In case, the lowest bidder (L1) does not accept the award of contract or found to be involved in corrupt and/or fraudulent practices, the next lowest bidder i.e. L2 will be offered the contract. In such scenario, the L2 bidder has to match the L1 Price and execute the project at the L1 Price for the entire contract duration.**
- 37 GIL reserves the right to change any bid condition of any item even after inviting the bids, with/without prior notification.
- 38 GIL's Right to accept any Bid and to reject any or all Bids - GIL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to awarding the Contracts, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for such decision.
- 39 All correction/addition/deletion shall require authorized countersign.
- 40 **Limitation of bidder's Liability:** Bidder's cumulative liability for its obligations under the contract shall not exceed the contract value and the bidder shall not be liable for incidental, consequential, or indirect damages including loss of profit or saving.
- 41 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 intimate Purchaser by a registered letter duly certified by the local statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over two months, if arising out of causes of Force Majeure, GIL reserves the right to cancel the order.

Delivery & demonstration period may be extended due to circumstances relating to Force Majeure by the Purchaser. Bidder shall not claim any further extension for delivery & demonstration or completion of work. Purchaser/DST,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/DST,GoG decision will be binding to the bidder.

- 42 Bidders can seek written clarifications at least 10 days before the date of submission of Bid to Deputy General Manager (Tech.), Gujarat Informatics Ltd., Block No. 2, 2<sup>nd</sup> Floor, C & D Wing, Karmayogi Bhavan, Sector - 10 A, Gandhinagar – 382010, Gujarat. GIL will clarify and issue amendments if any. No further clarification what so ever will be entertained.
- 43 The bid should be submitted on the website <https://gil.nprocure.com> on or before **10.09.2019 till 1500 hours.**

The Technical Bids will be opened on **10.09.2019 at 1700 hours** at Gujarat Informatics Ltd., Block No. 2, 2<sup>nd</sup> Floor, C & D Wing, Karmayogi Bhavan, Sector - 10 A, Gandhinagar – 382010, Gujarat in the presence of the committee members and representatives of the bidders, who have submitted valid bids. Only one representative from each bidder will be allowed to attend the tender opening. The representative will be held responsible for all commitments made on behalf of the bidder and that will be considered valid for all further dealings related to this tender process.

Please address all queries and correspondence to

**Shri Vivek Upadhyay, DGM (Technical),  
Gujarat Informatics Limited**

Block No. 2, 2<sup>nd</sup> Floor, C & D Wing, Karmayogi Bhavan,  
Sector - 10 A, Gandhinagar – 382010.

Gujarat

Phone No. 079-23259239,

Fax No. 079-23238925,

E-mail: [viveku@gujarat.gov.in](mailto:viveku@gujarat.gov.in); [amitp@gujarat.gov.in](mailto:amitp@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 No.
1	Bid Processing Fees			
2	Earnest Money Deposit (E.M.D.)			

### ELIGIBILITY CRITERIA

#### Form No. E1: Financial strength of the bidder

Financial Year	Turnover (Rs. In Crores)	Audited Accounts uploaded? (Yes/No)
2016-17		
2017-18		
2018-19		
Grand Total		

**Note:** Please fill this form and upload the Audited Annual Accounts / Balance Sheet along with Profit & Loss Account for the last three financial years. In case the accounts for the year 2018-19 of bidder is not audited, bidder can submit the provisional balance sheet & CA Certificate for the year 2018-19.

#### Form No. E2: Office in GUJARAT

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

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

#### Form no. E3: Experience Details

Sr. No.	Name of the Customer	Address of the Installation	Start Date of Project	Completion Date of the Project	Scope of Work	Value of the project in Rupees	Purchase Order/Work Order detail (Number and Date)	Client Certificate detail (Number and Date)	Type of supporting document attached
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

**Note:**

1. Attach the necessary supporting proof/document for above details.
2. Please mention only those projects which meet the eligibility criteria.

**Form no. E4: Manpower Details**

Sr. No.	Name	Date of Joining	P.F. No./ ESIC No.	Education Qualification	Experience Details with Project work upon
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

**Note: attach the necessary supporting proof/document for above details.**

## SECTION III

### Form No. F1: Financial Bid Format

#### Financial Bid Format

S/N	ITEM	Rates for the first day in Rs. (Without Tax)	Multiplication Factor	Total Value (Without Tax)	Applicable G.S.T. (%)
A	B	C	D	E=C X D	F
1	<b>Fiber Connectivity &amp; Networking:</b> Bidder is required provide turnkey based solution to connect Point A (PoP location) to Point B (to the termination point on network equipment at the event location) on fibre cable by laying of Buried Optical Fiber Cable and/or Aerial Optical Fiber Cable and supply of network switch/s, installation and Termination of CAT6 cables, accessories, RJ45 termination at work station casing & capping, conduits, RJ 45 Connector and configuring node in network as per the survey and requirement)				
	<b>Per Kilometer Fiber Rate</b>		150		
2	<b>RF Connectivity &amp; Networking:</b> (Bidder is required to provide turnkey based solution to connect Point A (PoP location) to Point B (to the termination point on network equipment at the event location) on RF and supply of network switch/s, installation and Termination of CAT6 cables, accessories, RJ45 termination at work station casing & capping, conduits, RJ 45 Connector and configuring node in network as per the survey and requirement)				
	<b>Per RF Link Rate</b>		60		
<b>Total of All the Line Items</b>					

**Note:**

1. The Bidder shall explicitly mention the applicable rate of tax.
2. **Multiplication Factor for Fiber Connectivity considered here is 150. This notional figure comes as approx. 30 events take place yearly with 5 Km avg. distance per event. Multiplication Factor for RF Link taken is 60 considering 60 events approximately take place in a year.**
3. L1 will be the lowest cost of total of all the line Items to the Purchaser from the Financial bid. Bidder may be called for further negotiations.
4. The quantity mentioned above for all line items is notional for evaluation purpose only. However, actual order quantity may vary during the contract tenure depending upon the actual requirement of the Government of Gujarat.
5. The Distances shall be calculated as an Air Distance for OFC connectivity.
6. The rate contract is purely for arriving at the unit rates for above line items and it does not guarantee any purchase order.
7. Non-acceptance of the above condition(s) or conditional bid shall be rejected.





**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, 2<sup>nd</sup> Floor, C & D Wing,  
Karmayogi Bhavan, Sector - 10 A,  
Gandhinagar – 382010.

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

**Ref: Tender no. HWT140819578**

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 Ltd.,  
Block No. 2, 2<sup>nd</sup> 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: HWT140819578 for Temporary setup of Connectivity & Networking for various government events on behalf of 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 -----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) 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 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/PURCHASER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.



**GUJARAT INFORMATICS LIMITED**

Block No. 2, 2<sup>nd</sup> Floor, C & D Wing, Karmayogi Bhavan, Sector - 10 A, Gandhinagar – 382010, Gujarat

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 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)

Ref:

Bank Guarantee No.

Date:

To

Name and Address of the Purchaser/Indenter

\_\_\_\_\_

\_\_\_\_\_

Dear Sir,

In consideration of <<Name and Address of the Purchaser/Indenter, Government of Gujarat>> (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 <<Department Name>> 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 \_\_\_\_\_ 2019.

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

\_\_\_\_\_

For and on Behalf of

Name of the Bank and Branch and  
Its official Address

**Approved Bank: All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative & Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2015/508/DMO dated 27.04.2016 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 \_\_\_\_\_