

## **Revised Bid Document**



### **GUJARAT INFORMATICS LIMITED**

Block No. 2, 2<sup>nd</sup> Floor, Karmayogi Bhavan,  
Sector-10 A, Gandhinagar 382 010  
Phone No: 079 - 23256022

**Bid for Selection of Agency for providing  
Comprehensive Annual Maintenance Contract of  
Studio and Earth Station Equipments on behalf of  
Bhaskaracharya Institute for Space Applications  
and Geo-Informatics (BISAG), Gandhinagar  
(Tender No. HWT170719566)**

Pre-bid meeting: 26.07.2019 at 1500 hours **Completed**

Last Date of Submission of Bid: **05.09.2019** up to 1500 hours

Last Date of Submission of Bid Processing Fees & EMD: **05.09.2019** up to 1500 hours

Date of Opening of Bids: **05.09.2019** on 1700 hours

**Bid Processing Fee: Rs. 17,700/-**

## Introduction

Gujarat Informatics Limited (herein after referred to as GIL), on behalf of Bhaskaracharya Institute for Space Applications and Geo-Informatics (BISAG), Gandhinagar (herein after referred to as the Purchaser) intend to invite bid for their requirement of Comprehensive Annual Maintenance Contract of Studio and Earth Station Equipments.

The selected agency will have to provide the Comprehensive Annual Maintenance Contract for Studio and Earth Station Equipments as per the scope defined in this bid for the contract period.

Gujarat Informatics Limited, on behalf of BISAG, Gandhinagar has published this bid for ***“for Selection of Agency for providing Comprehensive Annual Maintenance Contract of Studio and Earth Station Equipments on behalf of Bhaskaracharya Institute for Space Applications and Geo-Informatics (BISAG), Gandhinagar”***. GIL invites your bid for the same.

Proposal in the form of BID are requested for the items/services in complete accordance with the documents to be uploaded as per following guidelines.

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

The bidder will have to submit **Nonrefundable Bid Processing Fees of Rs. 17,700/- & Earnest Money Deposit (E.M.D.) of Rs. 6,00,000/- (Refundable)** on or before date & hours of submission of bid in a sealed cover at GIL office with the heading **“Bid processing Fees & EMD for E-tender no HWT170719566 for Selection of Agency for providing Comprehensive Annual Maintenance Contract of Studio and Earth Station Equipments on behalf of Bhaskaracharya Institute for Space Applications and Geo-Informatics (BISAG), Gandhinagar.”**

- **Bid processing fees** must be in the form of **Demand Draft** in the name of **“Gujarat Informatics Limited”** payable at Gandhinagar along with the covering letter.
- **EMD** as mentioned above, shall be submitted in the form of Demand Draft **OR** in the form of an unconditional Bank Guarantee (**which should be valid for 9 months from the last date of bid submission**) of any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the **G.R. no. EMD/10/2019/50/DMO dated 18/06/2019 ([https://gil.gujarat.gov.in/grs/FD\\_GR\\_EMD\\_10\\_2019\\_50\\_DMO\\_dated\\_18\\_06\\_2019.pdf](https://gil.gujarat.gov.in/grs/FD_GR_EMD_10_2019_50_DMO_dated_18_06_2019.pdf))** issued by Finance Department or further instruction issued by Finance department time to time; in the name of “Gujarat Informatics Ltd.” payable at Gandhinagar (as per prescribed format given at Annexure A) and must be submitted along with the covering letter.

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

**Note:** Failing to submit physical covers of EMD and Bid Processing Fees at GIL on or before the last date & time of submission as given in this bid, may lead to the rejection of the bid.

The Bid Processing Fees & EMD Section and Eligibility Section will be opened on the specified date & time in the presence of the committee members and representatives of the bidders who choose to attend. The representative will be held responsible for all commitments made on behalf of the bidder and that will be considered valid for all further dealings related to this tender process.

Once quoted, the bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection.

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

Section	Name of Section	Page No.
Section - 1	Eligibility Criteria	4
Section - 2	Scope of Work	5
Section - 3	Instructions to Bidders / General Terms & Conditions	7
Section - 4	Financial Bid Format	13
Section - 5	Annexure	14
Section - 6	Performa of Compliance letter / Authenticity of Information Provided	15
Section - 7	Performa of Performance Bank Guarantee & Contract Form	18

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

1	Bid Reference Number	<b>Tender No. HWT170719566</b>
2	Date of Pre-Bid Meeting	<b>26.07.2019 on 1500 hours (Completed)</b>
3	Venue of Pre-Bid Meeting	<b>Bhaskaracharya Institute for Space Application &amp; Geo-informatics (BISAG)</b> Near Ch-0 Circle, Indulal Yagnik Marg, Gandhinagar- 382 007
4	Last Date & Time for Submission of Bids electronically on <a href="https://www.gil.nprocure.com">https://www.gil.nprocure.com</a>	<b>05.09.2019 till 1500 hours</b>
5	Date & Time of Opening of Bids (Un-priced Bids)	<b>05.09.2019 at 1700 hours</b>
6	Date & Time of Opening of Commercial Stage	Will be intimated to the qualified bidders at a later date.
7	Venue of Opening of Bids	<b>Gujarat Informatics Limited</b> Block No. 2, 2 <sup>nd</sup> Floor, Karmayogi Bhavan, Sector-10A, Gandhinagar 382 010
8	Bid Processing Fees (Non-refundable)	<b>Rs. 17,700/-</b> (Rupees Seventeen Thousand Seven Hundred Only)
9	Earnest Money Deposit (E.M.D.)	<b>Rs. 6,00,000/-</b> (Rupees Six Lacs Only)
10	GIL Contact Person	DGM (Tech.), GIL

Note: Please specify Tender Number in all your correspondence.

## SECTION I

### Eligibility Criteria for the bidder:

1. The bidder should have total sum turnover of Rs. 1 Crore (Minimum) in last three financial years as on 31.03.2019. The copies of Audited Annual Accounts/Balance Sheet along with Profit & Loss Account and CA Certified Statement for last three financial years shall be attached along with the bid. In case, the Audited Annual Accounts is not available for the year 2018-19 then CA Certificate regarding turnover will be considered. **(Form no. E-1)**
2. The bidder must have one office in Gujarat. Please upload the copies of any two of the following: Property Tax Bill of last year / Electricity Bills of last one year / Telephone Bills of last one year / VAT Registration / CST Registration / Valid Lease Agreement. **(Form no. E-2). In case, bidder does not have office in Gujarat, bidder should give undertaking to open office in Gujarat within 45 days from the date of work order.**
3. The bidder should have annual turnover of minimum Rs. 1 Crore (cumulative) during last three financial years specifically from related experience of AMC/O&M of Content Management System or Content Delivery Network **OR** similar setup of Content Library System (with Media Asset Management Software) & Playout Servers. The copies of Customer references & Purchase orders with customer certificates and CA certificate mentioning the specific turnover must be attached along with the bid. **(Form no. E-3)**
4. Bidder should not be under the effect of blacklisting/debarment by any Ministry of Government of India or by any State Government of any other State in India or by Government of Gujarat or any of the Government PSUs at the time of bidding. Self-Declaration / Certificate / Affidavit mentioning the same should be submitted by the Bidder.

#### **Note:**

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

## SECTION II

### Scope of Work

#### **Scope of Work for CAMC Earth Station Equipments:**

The bidder will have to provide onsite support under Comprehensive Annual Maintenance Contract enabling smooth and uninterrupted operations of BISAG Studio at Gandhinagar situated at following location:

#### **Bhaskaracharya Institute for Space Application & Geo-informatics (BISAG)**

Near Ch-0 Circle, Indulal Yagnik Marg,  
Gandhinagar- 382 007

Bidder should be capable to provide support services with required spares for the equipments mentioned in the RFP as part of CAMC.

The Earth Station Equipments (including Content Library System & Playout Servers) to be covered under CAMC were procured by BISAG during the period between November 2016 to January 2017 with initial OEM onsite warranty of 2 years.

The Comprehensive AMC contract will be 5 years (all together) from the date of issue of work order.

#### **Following Components of Earth Station Equipments at BISAG Studio will be covered under CAMC**

Sr. No.	Item	Make & Model	Qty
1	<b>Content Library System (Including set of following components)</b>		
1.1	<b>Storage System</b>	Quantum QXS-5600 Storage System with 224 TB capacity	1
		Quantum StorNext M661XL Metadata Appliance System	1
		Quantum StorNext Storage Manager HSM with 50 slot licenses	1
		Quantum StorNext Vaulting Option	1
1.2	<b>Content Archival Tape Library</b>	Quantum Scalar Tape i500 Tape Libraries with 133 activated slot and four LTO 6 tape drives	1
1.3	<b>Media Asset Management (MAM) Software</b>	Empress eMAM Vault Media Asset Management Software	1
1.4	<b>MAM Server</b>	Supermicro Barebone Xeon E5-2630 v3 (C612 chipset)	1
1.5	<b>Gigabit Ethernet Switch (48 port)</b>	HP 2920-48G	4
1.6	<b>Fiber Switch (8 Gb)</b>	Qlogic 5802V FC Switch with 16 activated ports and SFP+ modules	2
1.7	<b>Rack and Other Accessories and Cabling</b>	Rack (Two 32U Rack with power socket & cable manager), Cable and other Accessories including KVM Switch, USB Keyboard/Mouse, Monitor, connectors for interconnecting all equipments	1
2	<b>Playout Server</b>	Vector 3 VectorBox XL8RSDD	5

However interesting agency may visit BISAG for more clarity regarding the equipments to be covered under CAMC as per the scope defined in this bid before submitting their proposal under this bid.

### **Responsibilities of Successful bidder**

The successful bidder will have to provide following services to BISAG for the maintenance of the Studio Equipments under this CAMC contract:

These are critical components like Content Storage System and Playout Servers which are installed BISAG Studio and are from different suppliers.

Successful bidder will be responsible for the following activities enabling smooth and uninterrupted operations of BISAG Studio:

- Responsible for providing Comprehensive AMC at BISAG for the equipments mentioned in the RFP.
- Vendor Co-ordination for various Infrastructure components of BISAG Studio.
- Proactive and reactive maintenance, repair and replacement of defective components related to the equipments to be covered in this RFP. The cost of repair and replacement shall be borne by the selected bidder.
- Bidder should include any other components like software updates, pertaining to Storage System if needed to meet the RFP scope. Any such software etc. are required to be supplied in original media and should be licensed to Bhaskaracharya Institute for Space Application and Geo-informatics (BISAG).
- The bidder should ensure for the necessary spare component will be available for the duration of contract period.

## SECTION III

### General Terms & Conditions:

1. The last date of submission of bid on the website <https://gil.nprocure.com> is **05.09.2019 up to 1500 Hrs.** 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 details of Earth Station Equipments installed at BISAG Studio for which bidder has to quote for Comprehensive Annual Maintenance Contract (CAMC) are provided in Section II. Bidder shall make provision for all the required spares for providing onsite CAMC Support.**
4. 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.
5. 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.
6. 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.
7. Amendment of Bidding Documents (Corrigendum)
  - 7.1. 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.
  - 7.2. The corrigendum will be published on website <https://gil.nprocure.com> & [www.gil.gujarat.gov.in](http://www.gil.gujarat.gov.in).
  - 7.3. 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.
8. Bid Currency - Prices shall be quoted in Indian Rupees only. Payment for the services as specified in the agreement shall be made in Indian Rupees only.
9. The bidder will have to submit **Nonrefundable Bid Processing Fees of Rs. 17,700/- & Earnest Money Deposit (E.M.D.) of Rs. 6,00,000/- (Rupees Six Lacs Only) (Refundable)** on or before date & hours of submission of bid in a sealed cover at GIL office with the heading **"Bid processing Fees & EMD for E-tender no HWT170719566 for Selection of Agency for providing Comprehensive Annual Maintenance Contract of Studio and Earth Station Equipments on behalf of Bhaskaracharya Institute for Space Applications and Geo-Informatics (BISAG), Gandhinagar."**
  - Bid processing fees must be in the form of Demand Draft in the name of "Gujarat Informatics Ltd." payable at Gandhinagar along with the covering letter.
  - EMD as mentioned above, shall be submitted in the form of Demand Draft **OR** in the form of an unconditional Bank Guarantee (which should be valid for 6 months from the last date of bid submission) of any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the **G.R. no. EMD/10/2019/50/DMO dated 18/06/2019 ([https://gil.gujarat.gov.in/grs/FD\\_GR\\_EMD\\_10\\_2019\\_50\\_DMO\\_dated\\_18\\_06\\_2019.pdf](https://gil.gujarat.gov.in/grs/FD_GR_EMD_10_2019_50_DMO_dated_18_06_2019.pdf))** issued by Finance Department or further instruction issued by Finance department time to time; in the name of "Gujarat Informatics Ltd." payable at Gandhinagar (as per prescribed format given at Annexure A) and must be submitted along with the covering letter.

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

**Note:** Failing to submit physical covers of EMD and bid processing fees at GIL on or before the last date and time for bid submission for this bid may lead to the rejection of the bid.

10. In case of non-receipt of Bid processing fees & EMD as mentioned above in your bid will be rejected by GIL as non-responsive.
11. Unsuccessful 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 as prescribed by GIL, whichever is earlier.
12. 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.
13. The Successful bidder has to submit Performance Bank Guarantee @ 5 % of total order value (excluding GST) within 15 days from the date of issue of Purchase order **for the duration of contract period + extra 3 months** from any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad / Gandhinagar) as per the G.R. no. EMD/10/2019/50/DMO dated 18/06/2019 ([https://gil.gujarat.gov.in/grs/FD GR EMD 10 2019 50 DMO dated 18 06 2019.pdf](https://gil.gujarat.gov.in/grs/FD_GR_EMD_10_2019_50_DMO_dated_18_06_2019.pdf)) issued by Finance Department or further instruction issued by Finance department time to time. (The draft of Performance Bank Guarantee is attached herewith).
14. Successful bidders will have to sign the Comprehensive AMC contract for **5 Years** upon receiving the confirmed order with department within 15 working days from the dated of work order. (The draft is attached herewith). BISAG / GOG will have right to terminate the contract if the performance is found not satisfactory.
15. The successful Bidder's E.M.D. will be returned upon the Bidder signing the Contract, and furnishing the Performance Bank Guarantee as mention in this document.
16. The E.M.D. may be forfeited at the discretion of GoG / GIL, on account of one or more of the following reasons:
  - (a) If a Bidder withdraws its bid during the period of bid validity.
  - (b) If Bidder does not respond to requests for clarification of their Bid
  - (c) If Bidder fails to co-operate in the Bid evaluation process, and
  - (d) In case of a successful Bidder, 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.
17. Termination for Default:

BISAG / GoG 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:

  - a. If the Bidder, in the judgment of the department has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

"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;
  - b. If the bidder does not start performing the contract within stipulated time period.
  - c. If the bidder stop performing the contract or withdraw the activity to perform the contract
  - d. If the bidder breach any terms & conditions of the contract or do not perform the contract in whole or part.



- e. If the bidder do not follow the written instructions given by the department.
  - f. If the bidder does not perform the contract up to the satisfactory level even after regular feedback from the department.
  - g. In the event that the bidder shall cease conducting business in the normal course, or wind up, make a general assignment or the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under any act or statute of any country or state relating to insolvency or the protection of rights of creditors.
- 18.** 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.
- 19.** Price shall be inclusive of all freight, forwarding, transit insurance, installation and maintenance charges.
- 20.** Prices shall be in Indian Rupees. The prices shall strictly be submitted in the given format. Quoted prices shall be inclusive of all taxes except GST. The tax components like GST as applicable shall be mentioned separately in the respective columns.
- 21.** Late Bids: The bidder will not be able to submit the bid after final submission date and time.
- 22. Modification and Withdrawal of Bids**
- 22.1.** The Bidder may modify or withdraw its bid before the due date of bid submission.
  - 22.2.** No bid will be allowed to be modified subsequent to the final submission of bids.
  - 22.3.** No bid will be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiry of the bid validity. Withdrawal of a bid during this interval will result in the forfeiture of bidder's E.M.D.
- 23.** 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 bid process. In the absence of the bidder(s), the Tender Committee may choose to open the bids as per the prescribed schedule.
- 24.** 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.
- 25. Evaluation of the Bids:** 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 & technical criteria evaluation will be carried out of the responsive bids. GIL may seek clarifications if required on eligibility & technical section. The financial bid of the bidders who are eligible & technically qualified will be opened and financially L1 bidder will be decided from the sum total of prices for all line items without tax and then called for further negotiations, if required.
- 26.** The Contract will be awarded by the department at their own discretion to successful L1 bidder at finalized negotiated rates.
- 27.** In case of successful bidder is found in breach of any condition(s) of bid or work order, at any stage during the course of contract period, the legal action as per rules/laws, shall be initiated against the successful bidder and EMD/PBG shall be forfeited, besides debarring and blacklisting the bidder concerned for the time period as decided by Govt., for further dealings with GoG.
- 28.** Bid validity will be of **180 days after the date of financial bid opening**. A bid valid for shorter period shall be rejected as non-responsive. **If required, GIL may extend the bid validity for further period from the date of expiry of bid validity in consultation with the successful bidder.**
- 29.** 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.
- 30. CAMC Support Services to be provided by Successful Vendor**

- a) If the parts required for the problem resolution are not available then bidder has to provide a higher version of the same OEM/Equivalent brand, within committed resolution time, without any additional cost to purchaser.
- b) Comprehensive onsite AMC support would have to be provided on all covered equipment for the defined coverage period.
- c) The maximum response time to attend any onsite call should not exceed 24 hours from the initial call to the Response Center;
- d) Successful vendor will have to repair/replace the faulty part/equipment and resolve the problem within 48 hours from the call logging, to correcting hardware malfunctions.
- e) To provide an established Escalation Matrix to end users.

(Note: Working hours will be considered for Response/Resolution time during CAMC service)

**30.1.** The bidder shall ensure Spares availability. In case, it is not possible to repair some equipment or not possible to repair at site and has to be taken out for repairs, the bidder shall provide a suitable replacement as Standby arrangement so that the work is not hampered. The packing / unpacking, transportation, loading / unloading, connection / disconnection, configuration / re-configuration and any associated activity with the repair and maintenance shall be the sole responsibility of the bidder. **In case if the bidder is not in the position to repair the original equipment, then the bidder has to provide the functionally equivalent equipment.**

**30.2.** In case if the bidder is not able to repair the original equipment, the bidder shall supply the new substitute of same specifications or of higher specifications, with prior intimation to the purchaser. In case, if the purchaser found the substitute of lower quality or cheaper substitute than the difference between the provided product and the originally used has to be paid by the bidder.

**30.3.** Successful bidder has to co-ordinate with Broadcast Engineer & Studio Team of BISAG for providing CAMC services.

**30.4.** Failure in adhering to any of the terms and conditions mentioned in the scope of work will attract penalty clause.

**30.5.** Any worn or defective parts/equipment withdrawn from the equipment and replaced by the bidder shall become the property of the bidder; and the parts/equipment replacing the withdrawn parts/equipment shall become the property of the department.

**30.6.** The bidder's maintenance personnel shall be given access to the equipment when necessary, for purposes of performing the repair and maintenance services indicated in this Agreement.

**30.7.** The equipment shall not be shifted to an alternate site and installed there at during the currency of this Agreement without prior written notice. However, if it is desired to shift any equipment to a new site and install it there at urgently, the bidder shall be informed of the same immediately. The purchaser shall bear the charges for such shifting and reinstallation and the bidder shall provide necessary assistance to the purchaser in doing so. This Agreement, after such shifting and reinstallation, would continue to be binding on the bidder and the purchaser, provided that the two parties may agree to amended charges for the maintenance services after such an event.

**30.8.** The purchaser shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply, and dust to within the acceptable limits required for equipment similar to that covered by this Agreement.

**30.9.** No terms or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by the other, whether express or implied, shall not constitute a consent to, or waiver of, or excuse for any other, different or subsequent breach.

### **31. Comprehensive Annual Maintenance Contract (CAMC) Support**

**31.1.** Comprehensive onsite AMC Support shall be provided by the bidder.

- 31.2. Bidder shall keep adequate provision for spares for providing CAMC Support services.
- 31.3. Maintenance service: Free maintenance services shall be provided by the Bidder during the period of CAMC Support.
- 31.4. In case, bidder is not providing satisfactory support & doing unwarranted delay in providing CAMC support, Government offices reserves right to repair the equipment at risk & cost of the bidder.
- 31.5. The Bidder / System Integrator will be required to co-ordinate with software vendor and / or do liaisoning with other service provider to achieve the end-to-end connectivity.

### **32. Penalty Clause**

32.1. If Successful bidder is unable to resolve the hardware/software break fix problems within committed resolution time, from call logging, then a penalty Rs. 1,000/- per day after 48 hrs lapse from call logging, would be charged, up to a maximum of 10 % of total Contract value.

32.2. The penalty, if any, would be deducted from the subsequent payment bills.

33. **Payment:** Payment for Goods and Services shall be made by Department in Indian Rupees as follows:

33.1. No advance payment will be made

33.2. Payment would be made in after completion of each quarter on submission of Invoice with applicable taxes paid extra at actual. The invoices shall be submitted with all relevant reports / documents as specified in RFP / Work Order.

33.3. Successful bidder should raise payment invoices after the end of each quarter along with the supporting documents.

34. GoG / GIL's Right to accept any Bid and to reject any or all Bids – GoG / 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.

35. **Limitation of Vendor's Liability:** Vendor's cumulative liability for its obligations under the contract shall not exceed the contract value and the vendor shall not be liable for incidental, consequential, or indirect damages including loss of profit or saving.

36. All correction/addition/deletion shall require authorized countersign.

37. Force Majeure Shall mean and be limited to the following:

- a) Fire, explosion, cyclone, earthquake, flood, tempest, lightening or other natural physical disaster;
- b) War / hostilities, revolution, acts of public enemies, blockage or embargo;
- c) Any law, order, Riot or Civil commotion, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrictive trade practices or regulations;
- d) Strikes, shutdowns or labor disputes which are not instigated for the purpose of avoiding obligations herein, or;
- e) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order;
- f) Any other circumstances beyond the control of the party affected;

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

Service delivery period may be extended due to circumstances relating to Force Majeure by the Purchaser. Bidder shall not claim any further extension for delivery & installation or completion of work. Purchaser / GoG shall not be liable to pay extra costs under any circumstances.

The BIDDER shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken 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 deliverables, as stated elsewhere.

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

**38. The Clarifications must be submitted in writing to GIL at least 1 days before the pre-bid meeting date. Thereafter the clarifications received from the bidders will not be entertained.**

Your bid should be submitted online through website <https://gil.nprocure.com> on or before **1500 Hours, 05.09.2019.**

Proposals after due time period will not be accepted.

The Technical Bids will be opened on **05.09.2019** at **1700 Hours** at **GIL, Block No. 2, 2<sup>nd</sup> Floor, Karmayogi Bhavan, Sector-10A, Gandhinagar**, in the presence of the committee members and representatives of the bidders, who have submitted valid bids. Only one representative from each bidder will be allowed to attend the tender opening. The representative will be held responsible for all commitments made on behalf of the bidder and that will be considered valid for all further dealings related to this tender process.

Please address all queries and correspondence to

**Vivek Upadhyay, DGM (Tech.),**  
**Gujarat Informatics Limited,**  
Block No. 2, 2<sup>nd</sup> Floor, Karmayogi Bhavan,  
Sector-10A, Gandhinagar 382 010  
Phone No. 079-232 59239, 59227  
E-mail: [viveku@gujarat.gov.in](mailto:viveku@gujarat.gov.in)

Fax / Email should be followed by post confirmation copy.

## SECTION IV

### FINANCIAL BID FORMAT

Sr. No.	Item Description	Unit	Qty.	Quarterly Price (In Rs. Without tax)	Annually Price (In Rs. Without tax)	Rate of GST (%)
A	B	C	D	E	F = D*4E	G
1	CAMC Charges for Earth Station Equipments as specified in Section II (For 1 <sup>st</sup> Year)	Set	1			
2	CAMC Charges for Earth Station Equipments as specified in Section II (For 2 <sup>nd</sup> Year)	Set	1			
3	CAMC Charges for Earth Station Equipments as specified in Section II (For 3 <sup>rd</sup> Year)	Set	1			
4	CAMC Charges for Earth Station Equipments as specified in Section II (For 4 <sup>th</sup> Year)	Set	1			
5	CAMC Charges for Earth Station Equipments as specified in Section II (For 5 <sup>th</sup> Year)	Set	1			
GRAND TOTAL						

**Note:**

- L1 will be the lowest sum total of rates of all line item Prices for 5 Years without tax.
- The Bidder shall explicitly mention the applicable rate of tax.
- OEM Authorization is not required to quote this bid. However, the bidder will have to meet the SLA as defined in the bid.

## SECTION V

### 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.

### 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 (Customer References)

Sr. No.	Name of the Organization	Contact Person	Contact telephone no. & Address	Date/Period of Contract	Scope	Type of Supporting Document attached
1						
2						
.						

**Note:** Please fill this form and submit 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".

## **SECTION VI**

### **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 Limited**  
Block No. 2, 2<sup>nd</sup> Floor, Karmayogi Bhavan,  
Sector-10A, Gandhinagar 382 010

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

**Ref: Bid for Selection of Agency for providing Comprehensive Annual Maintenance Contract of Studio and Earth Station Equipments on behalf of Bhaskaracharya Institute for Space Applications and Geo-Informatics (BISAG), Gandhinagar. (Tender no. HWT170719566)**

Dear Sir,

With reference to above referred tender, I, undersigned <<Name of Signatory>>, in the capacity of <<Designation of Signatory>>, is authorized to give the undertaking on behalf of <<Name of the bidder>>.

We wish to inform you that we have read and understood the technical specification and total requirement of the above mentioned bid submitted by us on **DD.MM.YYYY**.

We hereby confirm that all our quoted items/services meet or exceed the requirement and are absolutely compliant with specifications mentioned in the bid document.

We also explicitly understand that all quoted items/services 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 \_\_\_\_\_ YYYY

Signature: \_\_\_\_\_

(In the Capacity of) : \_\_\_\_\_

Duly authorized to sign bid for and on behalf of \_\_\_\_\_

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

**Annexure A**

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

Ref:

Bank Guarantee No.

Date:

To,

**DGM (Technical)**

**Gujarat Informatics Limited**

Block No. 2, 2<sup>nd</sup> Floor, Karmayogi Bhavan,

Sector-10A, Gandhinagar 382 010

Gujarat, India

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the Tender no. HWT170719566 for Bid for Selection of Agency for providing Comprehensive Annual Maintenance Contract of Studio and Earth Station Equipments on behalf of Bhaskaracharya Institute for Space Applications and Geo-Informatics (BISAG), Gandhinagar KNOW ALL MEN by these presents that WE -----  
----- having our registered office at ----- (hereinafter called "the Bank") are bound unto the Gujarat Informatics Limited in the sum of ----- for which payment well and truly to be made to Gujarat Informatics Limited, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day of ----- YYYY.

**THE CONDITIONS of this obligation are:**

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

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

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

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



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

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

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

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

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

Name of the Bank & Branch &  
Its official Address

**Approved 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/10/2019/50/DMO dated 18/06/2019 ([https://gil.gujarat.gov.in/grs/FD GR EMD 10 2019 50 DMO dated 18 06 2019.pdf](https://gil.gujarat.gov.in/grs/FD_GR_EMD_10_2019_50_DMO_dated_18_06_2019.pdf)) issued by Finance Department or further instruction issued by Finance department time to time.**

## SECTION VII

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

(To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.

Date:

To

Name & Address of the Purchaser/Indenter

\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

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

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

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

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

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) and it shall remain in force up to and including \_\_\_\_\_ and shall be extended from time to time for such period as may be desired by the SELLER on whose behalf this guarantee has been given.

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

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

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

Name of the Bank & Branch &  
Its official Address

List of approved Banks

**Approved Bank: All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative & Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2019/50/DMO dated 18/06/2019 ([https://gil.gujarat.gov.in/grs/FD GR EMD 10 2019 50 DMO dated 18 06 2019.pdf](https://gil.gujarat.gov.in/grs/FD_GR_EMD_10_2019_50_DMO_dated_18_06_2019.pdf)) issued by Finance Department or further instruction issued by Finance department time to time.**

### CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, YYYY \_\_\_\_ Between \_\_\_\_\_ (Name of purchaser) of \_\_\_\_\_ (Country of Purchaser) hereinafter "the Purchaser" of the one part and \_\_\_\_\_ (Name of Supplier) of \_\_\_\_\_ (City and Country of Supplier) hereinafter called "the Supplier" of the other part :  
WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz., \_\_\_\_\_ (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of \_\_\_\_\_ (Contract Price in Words and Figures) hereinafter called "the Contract Price in Words and Figures" hereinafter called "the Contract Price."

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2 The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - 2.1 the 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 \_\_\_\_\_