

Bid Document



GUJARAT INFORMATICS LIMITED

Block No. 2, 2nd 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
RFID based Digital Library System of Sachivalaya
Library of Information Commissionerate & State
Central Library, Gandhinagar
(Tender No. HWT220819579)**

Pre-bid meeting: 30.08.2019 at 1500 hours

Last Date of Submission of Bid: 13.09.2019 up to 1500 hours

Last Date of Submission of Bid Processing Fees & EMD: 13.09.2019 up to 1500 hours

Date of Opening of Bids: 13.09.2019 on 1700 hours

Bid Processing Fee: Rs. 1,770/-

Introduction

Gujarat Informatics Limited (herein after referred to as GIL), on behalf of Information Commissionerate & Directorate of Libraries, Gandhinagar (herein after referred to as the User Department) intend to invite bid for their requirement of Comprehensive Annual Maintenance Contract of RFID based Digital Library System.

The selected agency will have to provide the Comprehensive Annual Maintenance Contract for equipments for RFID based Digital Library System as per the scope defined in this bid for the contract period. The details of equipments to be covered under AMC is as specified in Scope of Work.

Gujarat Informatics Limited, on behalf of Information Commissionerate & Directorate of Libraries, Gandhinagar has published this bid for ***“Selection of Agency for providing Comprehensive Annual Maintenance Contract of RFID based Digital Library System of Sachivalaya Library of Information Commissionerate & State Central Library, 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. 1,770/- & Earnest Money Deposit (E.M.D.) of Rs. 45,000/- (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 HWT220819579 for Selection of Agency for providing Comprehensive Annual Maintenance Contract of RFID based Digital Library System of Sachivalaya Library of Information Commissionerate & State Central Library, 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>) 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.

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

1	Bid Reference Number	Tender No. HWT220819579
2	Date of Pre-Bid Meeting	30.08.2019 on 1500 hours
3	Venue of Pre-Bid Meeting	Gujarat Informatics Limited Block No. 2, 2 nd Floor, Karmayogi Bhavan, Sector-10A, Gandhinagar 382 010
4	Last Date & Time for Submission of Bids electronically on https://www.gil.nprocure.com	13.09.2019 till 1500 hours
5	Date & Time of Opening of Bids (Un-priced Bids)	13.09.2019 at 1700 hours
6	Date & Time of Opening of Commercial Stage	Will be intimated to the qualified bidders at a later date.
7	Venue of Opening of Bids	Gujarat Informatics Limited Block No. 2, 2 nd Floor, Karmayogi Bhavan, Sector-10A, Gandhinagar 382 010
8	Bid Processing Fees (Non-refundable)	Rs. 1,770/-
9	Earnest Money Deposit (E.M.D.)	Rs. 45,000/-
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 an average turnover of Rs. 25 Lacs (Minimum) of 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 local presence in Gujarat to provide AMC support and spare availability and should have one office in Gujarat. Please upload the copies of any two of the following: Property Tax Bill of last year / Electricity Bills of last one year / Telephone Bills of last one year / VAT / CST / 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 work order.**
3. The bidder must have similar kind of experience of implementation / maintenance of RFID based System in India in last 3 years as on bid submission date. Documentary proof like copy of Purchase/Work Orders, Customer Reference shall be submitted 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 of RFID based Digital Library System:

The bidder will have to provide onsite support under Comprehensive Annual Maintenance Contract enabling smooth and uninterrupted Library work.

Bidder should be capable to provide Comprehensive Annual Maintenance Contract with required spares for the equipments mentioned in the bid. The bidder will have to provide support services with required spares as a part of CAMC.

The Equipments of RFID based Digital Library System to be covered under CAMC were procured during the period between July 2010 to March 2014 and was under AMC till March 2019.

Following Components of RFID based Digital Library System will be covered under CAMC

Sr. No.	Item with configuration	Make & Model	Qty.	Year of Purchase	Location
1	Library Staff Station: ISO/IEC 14443A, 15693 and ISO 18000:3 compliant, Library Management Software using NCIP V2.0 protocol, Operating Frequency: 13.56 MHz, Read Range: Up to 25 cm, Internal Antenna, RS232 Communication Interface, Housing Material: ABS Plastic	Rapid Radio RRHFLB03	3	2012	Information Commissionerate Library, Block No. 11, 2 nd Floor, New Sachivalaya, Gandhinagar
2	Hand Held Portable Reader: Cordless, one-piece design Portable handheld reader, Accommodate Sorting, Shelving, Searching, finding of library documents, Operating Frequency: 13.56 MHz, Read Range: Up to 25 cm, USB Communication Interface, Supported Transponders: ISO 15693-3, I Code Housing Material: ABS Plastic	Rapid Radio RRHFHH3	2		
3	Two EAS Pedestals Library Security Gate: Two theft detection pedestals, 4 line infrared motion sensor to detect library foot falls and in-out numbers, Operating Frequency: 13.56 MHz, Read Range: Up to 1 m with pair of gates, RS232 Communication Interface, Supported Transponders: ISO 15693-3, I Code, Housing Material: ABS	Rapid Radio RRHFGA2	1		
4	Self Check Out Kiosk Station: 17" LCD Touch Screen Monitor using 3M Micro touch Capacitive Technology, High Speed Thermal Slip Printer, Small Form Factor CPU, Multi protocol firmware ISO/IEC 14443A. 15693 and ISO 18000:3 compliant,	Rapid Radio RRHFLB02	1		

	Communication interface — Ethernet, Interface with the ILMS Software for features like Check out / Renewal, Transaction status, Transaction Printout, Operating Frequency: 13.56 MHz, Read Range: 20-25 cms, 3 to 4 books, Antenna Size: 300 X 300 mm, USB Communication Interface, Supported Transponders: ISO 15693, ISO 14443A & ISO 18000:3, Packaging Material: Wood				
5	RFID Book Return Station: 24 hrs operation, Minimum 100 books bin, Real time check in, High speed thermal slip printer, 17" LCD touch screen Monitor using capacitive technology, Small form factor CPU	Rapid Radio RRHFB01	1	2012	
6	Integration Module / Middleware: Tag Monitoring by accessing item record from ILMS database, Patron Smart Card personalization monitoring by accessing patron ID from ILMS database, Sorting by accessing Title record from ILMS database, NCIP V2.0 Compliance, Retagging option for re- registration of books and patrons, sorting by accessing title recode from ILMS, Check out /Check-in /Renewal, Library web page for providing various services through internet, including WebOPEC and giving link to information website	Rapid Radio RRMW01	1		
7	Smart Card Printer: Single Sided printing, Resin Thermal printer, 300 dpi resolution	Zebra P330i	1		
8	Web Camera: CMOS VGA sensor technology, 0.30 megapixel (640 x 480 pixels), USB 2.0 compatible	Microsoft LifeCam HD- 3000	1		
9	Pen Tablet: Working area : 4 x 3 inches, Technology : Electromagnetic Technology, Report rate : 100 RPS, Interface : USB, Digital Cordless Pen	IBALL 5540U	1		
10	Library Staff Station: ISO/IEC 14443A, 15693 and ISO 18000 compliant, Library Management Software using SIP2 / NCIP protocol, Operating Frequency: 13.56 MHz, Read Range: Up to 25 cm, Internal / External Antenna, RS232 / USB Communication Interface, Housing Material: ABS Plastic	Rapid Radio RRHFLB01	4	2010	State Central Library, Rajya Granthalay Bhavan, Sector 17, Gandhinagar

11	Hand Held Portable Reader: Cordless, one-piece design Portable handheld reader, Accommodate Sorting, Shelving, Searching, finding of library documents, Operating Frequency: 13.56 MHz, Read Range: Up to 20 cm, USB Communication Interface, Supported Transponders: ISO 15693 Housing Material: ABS Plastic	Rapid Radio RRHFHH1	2		
12	Two EAS Pedestals Library Security Gate: Two theft detection pedestals, 4 line infrared motion sensor to detect library foot falls and in-out numbers, Operating Frequency: 13.56 MHz, Read Range: Up to 1 m with pair of gates, RS232 Communication Interface, Supported Transponders: ISO 15693-3, I Code, Housing Material: ABS	Rapid Radio RRHFGA2	2		
13	Self Check Out Kiosk Station: 17" LCD Touch Screen Monitor using 3M Micro touch Capacitive Technology, High Speed Thermal Slip Printer, Small Form Factor CPU, Multi protocol firmware ISO/IEC 14443A, 15693 and ISO 18000 compliant, Communication interface — USB, Interface with the ILMS Software for features like Check out / Renewal, Transaction status, Transaction Printout, Operating Frequency: 13.56 MHz, Read Range: 20-25 cms, 3 to 4 books, Antenna Size: 300 X 300 mm, Ethernet Communication Interface, Supported Transponders: ISO 15693 and ISO 14443A, Packaging Material: Wood	Rapid Radio RRHFLB02	2	2010	
14	Integration Module / Middleware: Tag Monitoring by accessing item record from ILMS database, Patron Smart Card personalization monitoring by accessing patron ID from ILMS database, Sorting by accessing Title record from ILMS database, Sorting by accessing title recode from ILMS, Check out /Check-in /Renewal,	Rapid Radio RRMW01	1		
15	Library Staff Station: ISO/IEC 14443A, 15693 and ISO 18000 compliant, Library Management Software using SIP2 / NCIP protocol, Operating Frequency: 13.56 MHz, Read Range: Up to 25 cm, Internal / External Antenna, RS232 / USB Communication Interface, Housing Material: ABS Plastic	Rapid Radio RRHFLB01	4	2010	Central Library, Bank Road, Opp. Bank of Baroda, Mandvi, Vadodara
16	Hand Held Portable Reader: Cordless, one-piece design Portable handheld reader, Accommodate Sorting, Shelving, Searching, finding of library documents,	Rapid Radio RRHFHH1	2		

	Operating Frequency: 13.56 MHz, Read Range: Up to 20 cm, USB Communication Interface, Supported Transponders: ISO 15693 Housing Material: ABS Plastic				
17	Two EAS Pedestals Library Security Gate: Two theft detection pedestals, 4 line infrared motion sensor to detect library foot falls and in-out numbers, Operating Frequency: 13.56 MHz, Read Range: Up to 1 m with pair of gates, RS232 Communication Interface, Supported Transponders: ISO 15693-3, I Code, Housing Material: ABS	Rapid Radio RRHFGA2	2	2010	
18	Self Check Out Kiosk Station: 17" LCD Touch Screen Monitor using 3M Micro touch Capacitive Technology, High Speed Thermal Slip Printer, Small Form Factor CPU, Multi protocol firmware ISO/IEC 14443A. 15693 and ISO 18000 compliant, Communication interface — USB, Interface with the ILMS Software for features like Check out / Renewal, Transaction status, Transaction Printout, Operating Frequency: 13.56 MHz, Read Range: 20-25 cms, 3 to 4 books, Antenna Size: 300 X 300 mm, Ethernet Communication Interface, Supported Transponders: ISO 15693 and ISO 14443A, Packaging Material: Wood	Rapid Radio RRHFLB02	1		
19	Integration Module / Middleware: Tag Monitoring by accessing item record from ILMS database, Patron Smart Card personalization monitoring by accessing patron ID from ILMS database, Sorting by accessing Title record from ILMS database, Sorting by accessing title recode from ILMS, Check out /Check-in /Renewal,	Rapid Radio RRMW01	1		
20	Library Staff Station: ISO/IEC 14443A, 15693 and ISO 18000:3 compliant, Library Management Software using NCIP V2.0 protocol, Operating Frequency: 13.56 MHz, Read Range: Up to 25 cm, Internal Antenna, USB Communication Interface,	Rapid Radio RRHFLB03	1	2013	Government District Library, Sector 21, Near Gymkhana, Gandhinagar 382021
21	Hand Held Portable Reader: Cordless, one-piece design Portable handheld reader, Accommodate Sorting, Shelving, Searching, finding of library documents, Operating Frequency: 13.56 MHz, Read Range: Up to 25 cm, USB Communication Interface, Supported Transponders: ISO 15693-3, I Code Housing Material: ABS Plastic	Rapid Radio RRHFHH3	1		

22	Two EAS Pedestals Library Security Gate: Two theft detection pedestals, 4 line infrared motion sensor to detect library foot falls and in-out numbers, Operating Frequency: 13.56 MHz, Read Range: Up to 1 m with pair of gates, RS232 Communication Interface, Supported Transponders: ISO 15693-3, I Code, Housing Material: ABS	Rapid Radio RRHFGA2	1		
23	Self Check Out Kiosk Station: 15" LCD Touch Screen Monitor using Capacitive Technology, High Speed Thermal Slip Printer, Small Form Factor CPU, Multi protocol firmware ISO/IEC 14443A. 15693 and ISO 18000:3 compliant, Communication interface — Ethernet, Interface with the ILMS Software for features like Check out / Renewal, Transaction status, Transaction Printout, Operating Frequency: 13.56 MHz, Read Range: 20-25 cms, 3 to 4 books, Antenna Size: 300 X 300 mm, Supported Transponders: ISO 15693, ISO 14443A & ISO 18000:3, Packaging Material: Wood	Rapid Radio RRHFLB02	1		
24	Integration Module / Middleware: Tag Monitoring by accessing item record from ILMS database, Patron Smart Card personalization monitoring by accessing patron ID from ILMS database, Sorting by accessing Title record from ILMS database, NCIP V2.0 Compliance, Retagging option for re- registration of books and patrons, sorting by accessing title recode from ILMS, Check out / Check-in / Renewal,	Rapid Radio RRMW01	1		
25	Web Camera: CMOS VGA sensor technology, 0.30 megapixel (640 x 480 pixels), USB 2.0 compatible	Microsoft LifeCam HD-3000	1		
26	Pen Tablet: Working area: 6 x 3.7 inches, Technology: Electromagnetic Technology, Report rate: 100 RPS, Interface: USB, Digital Cordless Pen	WaCom CTL471	1		
27	Library Staff Station: ISO/IEC 14443A, 15693 and ISO 18000:3 compliant, Library Management Software using NCIP V2.0 protocol, Operating Frequency: 13.56 MHz, Read Range: Up to 25 cm, Internal Antenna, USB Communication Interface,	Rapid Radio RRHFLB03	1	2013	Government District Library, Behind Jasonath Mandir, Near Income Tax Department, Shilpi Nagar, Bhavnagar 364001
28	Hand Held Portable Reader: Cordless, one-piece design Portable handheld reader, Accommodate Sorting, Shelving, Searching, finding of library documents, Operating Frequency: 13.56 MHz, Read Range: Up to 25 cm, USB Communication Interface, Supported Transponders: ISO 15693-3, I Code Housing Material: ABS Plastic	Rapid Radio RRHFHH3	1		
29	Two EAS Pedestals Library Security Gate:				

	Two theft detection pedestals, 4 line infrared motion sensor to detect library foot falls and in-out numbers, Operating Frequency: 13.56 MHz, Read Range: Up to 1 m with pair of gates, RS232 Communication Interface, Supported Transponders: ISO 15693-3, I Code, Housing Material: ABS	Rapid Radio RRHFGA2	1		
30	Self Check Out Kiosk Station: 15" LCD Touch Screen Monitor using Capacitive Technology, High Speed Thermal Slip Printer, Small Form Factor CPU, Multi protocol firmware ISO/IEC 14443A. 15693 and ISO 18000:3 compliant, Communication interface — Ethernet, Interface with the ILMS Software for features like Check out / Renewal, Transaction status, Transaction Printout, Operating Frequency: 13.56 MHz, Read Range: 20-25 cms, 3 to 4 books, Antenna Size: 300 X 300 mm, Supported Transponders: ISO 15693, ISO 14443A & ISO 18000:3, Packaging Material: Wood	Rapid Radio RRHFLB02	1		
31	Integration Module / Middleware: Tag Monitoring by accessing item record from ILMS database, Patron Smart Card personalization monitoring by accessing patron ID from ILMS database, Sorting by accessing Title record from ILMS database, NCIP V2.0 Compliance, Retagging option for re- registration of books and patrons, sorting by accessing title recode from ILMS, Check out /Check-in/Renewal,	Rapid Radio RRMW01	1		
32	Web Camera: CMOS VGA sensor technology, 0.30 megapixel (640 x 480 pixels), USB 2.0 compatible	Microsoft LifeCam HD-3000	1		
33	Pen Tablet: Working area: 6 x 3.7 inches, Technology: Electromagnetic Technology, Report rate: 100 RPS, Interface: USB, Digital Cordless Pen	WaCom CTL471	1		
34	RFID Book Drop Station: 24 hrs operation, Minimum 100 books bin, Real time check in, High speed thermal slip printer, 17" LCD touch screen Monitor using capacitive technology, Small form factor CPU	Rapid Radio RRHFBDO 1		2014	State Art & Cultural Library, Law Garden, Ahmedabad
35	Hand Held Portable Reader: Cordless, one-piece design Portable handheld reader, Accommodate Sorting, Shelving, Searching, finding of library documents, Operating Frequency: 13.56 MHz, Read Range: Up to 25 cm, USB Communication Interface, Supported Transponders: ISO 15693-3, I Code Housing Material: ABS Plastic	Rapid Radio RRHFHH3	1		

36	Web Camera: CMOS VGA sensor technology, 0.30 megapixel (640 x 480 pixels), USB 2.0 compatible	Microsoft LifeCam HD-3000	1		
37	Pen Tablet: Working area: 6 x 3.7 inches, Technology: Electromagnetic Technology, Report rate: 100 RPS, Interface: USB, Digital Cordless Pen	WaCom CTL471	1		

However interesting agency may visit the respective library 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.

The successful bidder will have to provide following services to Library for the maintenance of the RFID based Digital Library System under this CAMC contract enabling smooth and uninterrupted operations of Library:

- Responsible for providing Comprehensive AMC at respective library for the equipments mentioned in the bid.
- Proactive and reactive maintenance, repair and replacement of defective components related to the equipments to be covered in this bid. The cost of repair and replacement shall be borne by the selected bidder.
- The bidder should ensure for the necessary spare component will be available for the duration of contract period.
- Bidder will have to follow Library Standards.
- Contract duration will be counted from the date of issue of the order under this RFP.

SECTION III

General Terms & Conditions:

1. The last date of submission of bid on the website <https://gil.nprocure.com> is **13.09.2019 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 successful bidder has to carry out Comprehensive Preventive & Corrective maintenance of RFID based Digital Library System at respective Library as in Scope of Work. 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.
 - 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. 1,770/- & Earnest Money Deposit (E.M.D.) of Rs. 45,000/- (Rupees Forty Five Thousand 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 HWT220819579 for Selection of Agency for providing Annual Maintenance Contract of RFID based Digital Library System of Sachivalaya Library of Information Commissionerate & State Central Library, 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>) 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 @ 10 % of total order value within 15 days from the date of issue of Work 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 3 Years upon receiving the confirmed order with department within 15 working days from the dated of work order. (The draft is attached herewith). However, Department will review the performance of the successful bidder after three years and decide to extend the AMC contract for further period of 1 Year on same rates of 3rd year CAMC charges and same terms & conditions. Department 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:

Department / 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 Office 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 office, 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 office 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.
- 19.** 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.
- 20.** Late Bids: The bidder will not be able to submit the bid after final submission date and time.
- 21. Modification and Withdrawal of Bids**
- 21.1.** The Bidder may modify or withdraw its bid before the due date of bid submission.
 - 21.2.** No bid will be allowed to be modified subsequent to the final submission of bids.
 - 21.3.** 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.
- 22.** 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.
- 23.** 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.
- 24. 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.
- 25.** The Contract will be awarded by the department at their own discretion to successful L1 bidder at finalized negotiated rates.
- 26.** 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.
- 27.** 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.**
- 28.** 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.
- 29. 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 office.
- 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)

- 29.1.** 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.**
- 29.2.** 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 approval of the department. In case, if the department 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.
- 29.3.** Successful bidder has to co-ordinate with Librarian of the respective library for providing CAMC services.
- 29.4.** Failure in adhering to any of the terms and conditions mentioned in the scope of work will attract penalty clause.
- 29.5.** 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.
- 29.6.** 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.
- 29.7. Preventive Maintenance:** Successful bidder shall conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment **once within the first fifteen days of the commencement of the maintenance period and once within the first fifteen days of every subsequent quarter, during the currency of this agreement**, on a day and at a time to be mutually agreed upon and inform the representative of the office about any necessary steps to be taken.
- 29.8. The Successful Bidder shall maintain Middleware software and troubleshoot configuration problems during the AMC contract and maintain the same.**

30. Comprehensive Annual Maintenance Contract (CAMC) Support

- 30.1.** Comprehensive onsite AMC Support shall be provided by the bidder.
- 30.2.** Bidder shall keep adequate provision for spares for providing CAMC Support services.
- 30.3.** Maintenance service: Free maintenance services shall be provided by the Bidder during the period of CAMC Support.
- 30.4.** In case, bidder is not providing satisfactory support & doing unwarranted delay in providing CAMC support, department reserves right to repair the equipment at risk & cost of the bidder.

31. Penalty Clause

31.1. If Successful bidder is unable to resolve the hardware/software break fix problems within committed resolution time, from call logging, then a penalty Rs. 500/- per day after 48 hrs lapse from call logging, would be charged, up to a maximum of 10 % of total Contract value.

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

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

32.1. No advance payment will be made

32.2. 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 bid / Work Order.

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

33. GIL reserves the right to change any bid condition even after inviting the bids, with/without prior notification.

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. The quantities mentioned in the bid document are based on the records of the office. The bidder has to ensure the details during the site visit. The bidder may communicate to the Library in case of deviation found prior to the submission of the bid. No communication in such case will be entertained after the submission of the bid.

37. During the period of contract, in any dispute arising between department and bidder, the decision of department will be considered final. However, in any case if the requirement of Arbitration is felt then the appointment of Arbitrator will be made by the department only and the decision shall be bound by the decision taken by such appointed Arbitrator.

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

39. 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, department reserves the right to cancel the order.

Service delivery period may be extended due to circumstances relating to Force Majeure by the department. Bidder shall not claim any further extension for delivery & installation or completion of work. Department / 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 Department / GoG to take the decision on force major conditions and Department decision will be binding to the bidder.

40. 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, 13.09.2019.**

Proposals after due time period will not be accepted.

The Technical Bids will be opened on **13.09.2019 at 1700 Hours at GIL, Block No. 2, 2nd 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, 2nd Floor, Karmayogi Bhavan,
Sector-10A, Gandhinagar 382 010
Phone No. 079-232 59239, 59227

E-mail: viveku@gujarat.gov.in, krunals@gujarat.gov.in

Fax / Email should be followed by post confirmation copy.

SECTION IV

FINANCIAL BID FORMAT

Sr. No.	Item	Qty.	Unit CAMC Charges for Year 1 (In Rs. Without tax)	Unit CAMC Charges for Year 2 (In Rs. Without tax)	Unit CAMC Charges for Year 3 (In Rs. Without tax)	Total CAMC Charges for 3 Years (In Rs. Without tax)	Rate of GST (%)
A	B	C	D	E	F	G=(D+E+F)*C	H
Location: Information Commissionerate Library, Block No. 11, 2nd Floor, New Sachivalaya, Gandhinagar							
1	Library Staff Station Rapid Radio RRHFLB03	3					
2	Hand Held Portable Reader Rapid Radio RRHFHH3	2					
3	Two EAS Pedestals Library Security Gate: Rapid Radio RRHFGA2	1					
4	Self-Check Out Kiosk Station Rapid Radio RRHFLB02	1					
5	RFID Book Return Station Rapid Radio RRHFB01	1					
6	Integration Module / Middleware Rapid Radio RRMW01	1					
7	Smart Card Printer Zebra P330i	1					
8	Web Camera Microsoft LifeCam HD-3000	1					
9	Pen Tablet IBALL 5540U	1					
Location: State Central Library, Rajya Granthalay Bhavan, Sector 17, Gandhinagar							
10	Library Staff Station Rapid Radio RRHFLB01	4					
11	Hand Held Portable Reader Rapid Radio RRHFHH1	2					
12	Two EAS Pedestals Library Security Gate: Rapid Radio RRHFGA2	2					
13	Self-Check Out Kiosk Station Rapid Radio RRHFLB02	2					
14	Integration Module / Middleware Rapid Radio RRMW01	1					
Location: Central Library, Bank Road, Opp. Bank of Baroda, Mandvi, Vadodara							
15	Library Staff Station Rapid Radio RRHFLB01	4					
16	Hand Held Portable Reader Rapid Radio RRHFHH1	2					
17	Two EAS Pedestals Library Security Gate: Rapid Radio RRHFGA2	2					
18	Self-Check Out Kiosk Station Rapid Radio RRHFLB02	1					
19	Integration Module / Middleware Rapid Radio RRMW01	1					

Location: Government District Library, Sector 21, Near Gymkhana, Gandhinagar 382021							
20	Library Staff Station Rapid Radio RRHFLB03	1					
21	Hand Held Portable Reader Rapid Radio RRHFHH3	1					
22	Two EAS Pedestals Library Security Gate: Rapid Radio RRHFGA2	1					
23	Self Check Out Kiosk Station Rapid Radio RRHFLB02	1					
24	Integration Module / Middleware Rapid Radio RRMW01	1					
25	Web Camera Microsoft LifeCam HD-3000	1					
26	Pen Tablet: WaCom CTL471	1					
Location: Government District Library, Behind Jasonath Mandir, Near Income Tax, Shilpi Nagar, Bhavnagar							
27	Library Staff Station Rapid Radio RRHFLB03	1					
28	Hand Held Portable Reader Rapid Radio RRHFHH3	1					
29	Two EAS Pedestals Library Security Gate: Rapid Radio RRHFGA2	1					
30	Self Check Out Kiosk Station Rapid Radio RRHFLB02	1					
31	Integration Module / Middleware Rapid Radio RRMW01	1					
32	Web Camera Microsoft LifeCam HD-3000	1					
33	Pen Tablet: WaCom CTL471	1					
Location: State Art & Cultural Library, Law Garden, Ahmedabad							
34	RFID Book Drop Station Rapid Radio RRHFBD01	1					
35	Hand Held Portable Reader Rapid Radio RRHFHH3	1					
36	Web Camera Microsoft LifeCam HD-3000	1					
37	Pen Tablet: WaCom CTL471	1					
Total (In Rs. Without tax)							

Note:

- Bidders have to quote the unit AMC Rate (In Rs. without tax) of all line items.
- L1 will be the lowest sum total of all line item with 3 Years CAMC without tax.
- The Bidder shall explicitly mention the applicable rate of tax.

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	Period of Implementation / AMC	Services covered under Implementation / AMC	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, 2nd Floor, Karmayogi Bhavan,
Sector-10A, Gandhinagar 382 010

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

Ref: Selection of Agency for providing Annual Maintenance Contract of RFID based Digital Library System of Sachivalaya Library of Information Commissionerate & State Central Library, Gandhinagar. (Tender no. HWT220819579)

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, 2nd 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. HWT220819579 for Bid for Selection of Agency for providing Annual Maintenance Contract of RFID based Digital Library System of Sachivalaya Library of Information Commissionerate & State Central Library, 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 department 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/Department up to the above amount upon receipt of its first written demand, without GIL/ Department having to substantiate its demand, provided that in its demand GIL/ Department 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 Department and further agrees that if this guarantee is extended for a period as mutually agreed between bidder & owner/department, 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 Department or any other indulgence shown by the Department 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 Department 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>) 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 Department

Dear Sir,

In consideration of Name & Address of the Department/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 Work 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/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/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 Office) of _____ (Country of Office) hereinafter "the Office" of the one part and _____ (Name of Successful Bidder) of _____ (City and Country of Successful Bidder) hereinafter called "the Agency" of the other part:

WHEREAS the Office is desirous that CAMC services viz., _____ (Brief Description of Goods and Services) and has accepted a bid by the Agency for the CAMC 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 Department Notification of Award
- 3 In consideration of the payments to be made by the Department to the Supplier as hereinafter mentioned, the Agency hereby covenants with the Office to provide the AMC services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4 The Office hereby covenants to pay the Agency 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 Agency 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 Office)

In the presence of _____

Signed, Sealed and Delivered by the

Said _____ (For the Agency)

In the presence of _____