

Bid Document



GUJARAT INFORMATICS LIMITED
Gujarat Informatics Limited
Block No. 2, 2nd Floor, Karmayogi Bhavan,
Sector-10 A, Gandhinagar 382 010.

**Bid for Supply, Installation, Commissioning &
Maintenance of Firewall Appliances on behalf of
Directorate of Technical Education, Gandhinagar
(Tender No. HWT080819577)**

Pre-bid Meeting: 20.08.2019 at 1500 hours

Last Date of Submission of Bid: 03.09.2019 till 1500 hours

Last Date of Submission of Bid Processing Fees & EMD: 03.09.2019 till 1500 hours

Date of Opening of Technical Bid: 03.09.2019 on 1700 hours

Bid Processing Fee: Rs. 17,700/-

DISCLAIMER

The information contained in this Request for Proposal (RFP) document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Purchaser or any of their employees or consultants, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

The purpose of this RFP is to provide interested parties with information that may be useful to them in eliciting their financial offers (the "Proposal") pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the PURCHASER, in relation to the RFP. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for PURCHASER, its employees or Consultants to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own surveys and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources before filling up the RFP. Any deviation in the specification or proposed solutions will be deemed as incapability of the respective Agency and shall not be considered for final evaluation process.

Information provided in this document to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The PURCHASER accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The PURCHASER - its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness, delay or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way during the Bidding process.

Introduction

Gujarat Informatics Limited (herein after referred to as GIL), on behalf of Directorate of Technical Education, Government of Gujarat, Gandhinagar (herein after referred to as the Purchasers) for the requirements of purchase of Firewall Appliances for their various Technical Institutes across the Gujarat, intend to invite your bid for Supply, Installation, Commissioning & Maintenance of Firewall Appliances on behalf of Directorate of Technical Education, Gandhinagar.

The selected agency will have to supply, install & commissioning of the hardware at various Government Colleges & Polytechnic under Directorate of Technical Education, Government of Gujarat and maintain the same during the contract period.

Gujarat Informatics Limited, on behalf of "Directorate of Technical Education, Gandhinagar has published this bid for ***Supply, Installation, Commissioning & Maintenance of Firewall Appliances on behalf of Directorate of Technical Education, Gandhinagar***". GIL invites your bid for the same.

Proposal in the form of BID are requested for the item(s) 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. 7,00,000/- (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 HWT080819577 for Supply, Installation, Commissioning & Maintenance of Firewall Appliances on behalf of Directorate of Technical Education, 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 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/10/2018/18/DMO dated 16.04.2018 (http://www.gil.gujarat.gov.in/grs/DMO_2173_16_Apr_2018_714.pdf) issued by Finance Department or further instruction issued by Finance department time to time; in the name of "Gujarat Informatics Ltd." payable at Gandhinagar (as per prescribed format given at 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. HWT080819577
2	Date of Pre-Bid Meeting	20.08.2019 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	03.09.2019 till 1500 hours
5	Last date and time for submission of Bid security/EMD and Bid Processing fees in GIL physically	03.09.2019 till 1500 hours
6	Date & Time of Opening of Bids (Un-priced Bids)	03.09.2019 at 1700 hours
7	Date & Time of Opening of Commercial Stage	Will be intimated to the qualified bidders at a later date.
8	Venue of Opening of Bids	Gujarat Informatics Limited Block No. 2, 2 nd Floor, Karmayogi Bhavan, Sector-10A, Gandhinagar 382 010
9	Bid Processing Fees (Non-refundable)	Rs. 17,700/- (Rupees Seventeen Thousand Seven Hundred Only)
10	Earnest Money Deposit (E.M.D.)	Rs. 7,00,000/- (Rupees Seven Lac Only)
11	GIL Contact Person	DGM (Tech.), GIL

Note: Please specify Tender Number in all your correspondence.

SECTION I

Eligibility Criteria for the bidder:

- 1. Turnover:** The bidder should have average annual turnover of **Rs. 15 Crore (Minimum)** in the last three financial years as on 31st March 2019.
Document Required: The copies of Audited Annual Accounts (Balance Sheet along with Profit & Loss Account) and CA Certificate for last three financial years as on 31st March 2019 or In Case of Unaudited Balance sheet for the Financial year 18-19, provisional CA certificate shall be attached along with the bid. **(Form no. E-1)**
- 2. Office in Gujarat:** The bidder must have one office in Gujarat. **In case, bidder does not have office in Gujarat, bidder should give undertaking to open office in Gujarat within 45 days from the date of purchase order.**
Documents Required: Copies of any two of the followings: Property Tax bill of last year / Electricity of last one year / Telephone Bill of last one year / VAT registration / GST registration / CST Registration / Valid Lease agreement. **(Form no. E-2) OR** Undertaking to open an Office in Gujarat.
- 3. Bidder's Experience:** The bidder should be an established IT/ITeS System integrator and should have experience and executed at least 2 projects of Network Integration/System Integration/Data Center (Setting up or O&M) anytime in India during last five years as on bid issuance date having minimum value of Rs. 3.5 Crores each **OR** single project having min. value of Rs 7 Crores.
Documents Required: Copy of Work Orders or Client Certificates or Work completion certificate confirming year and work as per the criteria should be Enclosed. **(Form no. E-3).**
- 4. OEM's Authorization:** The bidder should be authorized by its OEM for Firewall Appliances to quote in this bid. **(Form no. E-4).** **Documents Required:** Please upload the copy of Authorization on OEM letter head and signed by authorized signatory for the item(s) to be offered in this bid.
- 5. OEM Presence:** The OEM for Firewall Appliances to quote in this bid should have presence in India since last 5 years. **Documents Required:** Documentary proof to be submitted for the same.
- 6. OEM Eligibility:** OEM of the Proposed Security Appliance should feature in Gartner Magic Quadrant for Enterprise Network Firewall 2018 **OR** OEM should be among the world wide Top 10 Security Appliance Companies as per latest IDC report.
Documents Required: Undertaking & copies of supporting documents from the Bidder confirming the compliance should be submitted.
- 7. Blacklisting/Debarment:** Bidder should not be blacklisted/debarred by any Ministry of Government of India or by any State Government of India or any of the Government PSUs at the time of bidding.
Documents Required: Self-Declaration / Certificate / affidavit by an authorized signatory with sign and stamp mentioning that the Bidder is not blacklisted/debarred as per the clause should be submitted.

Note:

- All the details and the supportive documents for the above-mentioned items should be uploaded in eligibility section in the bid.
- 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

The Successful bidder will have to carry out Supply, installation, testing, commissioning & maintenance of the Enterprise Network Firewall Appliances with five years on site support and warranty at various Government Technical Colleges and Polytechnics across the Gujarat as per the Annexure B as per the specifications mentioned in the Bid document.

The Successful bidder will have to configure the Firewall Appliances with the existing Campus Wide Area Network and NKN or any other connectivity link at the Institute locations. The successful bidder shall be responsible for implementation of the work as defined in the bid document. Bidders also have to provide training to purchasing department staff for the equipments to be supply under this bid.

GIL/GoG does not guarantee any fixed quantity of any item as mentioned in bid, at the time of awarding the order. The quantity of any item may vary depending upon the change in the requirements/grants available with the purchaser(s), which shall be binding to the bidder. The rates should be valid for a period of 180 days from the date of financial bid opening.

All goods or materials shall be supplied strictly in accordance with the specifications, drawings, datasheets, other documents and conditions stated in the Bid / Work order. All materials supplied by the Bidder shall be guaranteed to be of the best quality of their respective kinds and shall be free from faulty design, workmanship and materials.

Documents: The Bidder shall provide 1 set of documents and manuals along with related software & their updates for the items they supply at the time of delivery (hard copy / soft copy with each item of the unit supplied).

Installation & Training: Onsite training is to be given by the Bidder to respective Institute persons for the equipments to be supply, on operation and troubleshooting during the time of supply. The Bidder will be responsible for training the designated institute persons for managing the installed firewall solution. Purpose of this training is to enable institute persons to handle the day to day system operations / activities of the deployed solution, firewall administration, configuration and management, framing rules & Policies, extracting report etc.

Bidder should produce letter of authorization for the Firewall Appliances from their respective OEM. It will be the responsibility of the bidder to ensure after-sale service and guarantee for all component/ equipment from respective manufacturers. Any substandard equipment included in the offer may cause rejection of the complete offer with the sole responsibility of bidder.

Bidder should include any other components like wire, patch cords, power cables, connector etc. in the BOM for successful implementation and integration with existing Campus Wide Area Network (CWAN).

Bidder shall ensure that the products quoted should not be declared “End of Production” for next 2 years and “End of support” for the next 7 years by the OEM from the date of bid submission. However, if OEM declares any equipment as end of support for any reasons, then in that case OEM has to replace that equipment with better or equivalent products without any cost to purchaser. OEM has to also submit on their letter head, complete details on the support available for the equipment, their end of support dates and replacement model, if any.

MIS Reports:

Sr. No.	Activity	Periodicity
1.	Firewall Traffic reports – Inbound, Outbound	Quarterly
2.	Maximum/Top utilization of internet usage reports – User/Category wise	
3.	VPN usage reports	
4.	Device uptime report	
5.	Inbound and outbound traffic report	
6.	Configuration change reports	
7.	Root Cause Analysis (RCA) of firewall hardware & software related issues as and when required or asked by PURCHASER/Institute/GIL.	
8.	Any other reports- As and when required by PURCHASER/Institute/GIL	

SECTION III

General Terms & Conditions:

1. The last date of submission of bid on the website <https://gil.nprocure.com> is **03.09.2019 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 Bidder may quote only one option (i.e. only one product can be quoted) against each item.** Bidders are required to mention make & model of the product. (Do not write “OEM” against items as bidders are expected to give make & model of the product).
4. Bidder is not allowed to change the quoted Make & Model during Contract Validity. “End of Life and End of Support” product should not be quoted in the bid. Bidder and OEM are required to submit a joint undertaking confirming compliance to this clause.
5. The successful bidder will have to supply & install and provide operational training for supplied hardware to the purchasing department / end user staff.
6. If in any case the quoted Item is not available in the market, the bidder will have to supply Higher Version/replacement matching the mentioned technical and functional requirements without any additional cost to the purchaser of that Item in the quoted cost in the same time duration with prior approval of GIL/Purchaser. No “End of Life / End of Support” product should be quoted to minimize such instances. (Make & Model quoted by the bidder should be available till the bid validity, duly supported for spares/OEM support for warranty period).
7. 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.
8. Technical specifications indicated are minimum specification. Bidder may quote for better solution. The bidder should provide following with the technical bid:
 - Make & Model Number
 - Name of Manufacturer
 - Technical Literature
 - Manufacturer’s Data Sheet.
 - Compliance statement from the OEM of the product (with duly signed and stamped)
9. 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.
10. 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.
11. Amendment of Bidding Documents (Corrigendum)
 - 11.1. 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.
 - 11.2. The corrigendum will be published on website <https://gil.nprocure.com> & www.gil.gujarat.gov.in.
 - 11.3. 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.
12. Bid Currency - Prices shall be quoted in Indian Rupees only. Payment for the supply of equipments as specified in the agreement shall be made in Indian Rupees only.

13. The bidder will have to submit **Bid Processing Fees (Nonrefundable) of Rs. 17,700/- & Earnest Money Deposit (E.M.D.) of Rs. 7,00,000/- (Rupees Seven Lac 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 HWT080819577 for Supply, Installation, Commissioning & Maintenance of Firewall Appliances on behalf of Directorate of Technical Education, 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 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/10/2018/18/DMO dated 16.04.2018 (http://www.gil.gujarat.gov.in/grs/DMO_2173_16_Apr_2018_714.pdf) issued by Finance Department or further instruction issued by Finance department time to time; in the name of “Gujarat Informatics Ltd.” payable at Gandhinagar (as per prescribed format given at 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 last date & time of bid submission may lead to the rejection of the bid.

14. In case of non-receipt of Bid processing fees & EMD as mentioned above in your bid will be rejected by GIL as non-responsive.
15. 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.
16. 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. Bidder may refuse the request without forfeiting its E.M.D. A Bidder granting the request will not be permitted to modify its bid.
17. The Successful bidder has to submit Performance Bank Guarantee @ 10 % of total order value within 15 days from the date of issue of Purchase order **(for warranty 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/10/2018/18/DMO dated 16.04.2018 (http://www.gil.gujarat.gov.in/grs/DMO_2173_16_Apr_2018_714.pdf) issued by Finance Department or further instruction issued by Finance department time to time. (The draft of Performance Bank Guarantee is attached herewith).
18. Successful Bidder will have to sign the contract upon receiving the confirmed purchase order with the purchaser(s) within 15 working days from the date of confirmed purchase order. (The draft is attached herewith).
19. The successful Bidder's E.M.D. will be returned upon the Bidder signing the Contract, and furnishing the Performance Bank Guarantee @ 10 % of the total order value and offer of inspection of the ordered material.
20. 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.

21. Termination for Default:

- 21.1. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder. Bidder will be given notice/cure period of 30 days, after that purchaser will terminate the Contract in whole or part after:
- If the bidder fails to deliver any or all of the Goods as per the delivery schedule mentioned in the bid, or within any extension thereof granted by the Purchaser or
 - If the Bidder fails to perform any other obligation(s) under the Contract/Purchase order.
 - If the Bidder, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of 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;”

- 21.2. In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause 20.1 above, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Bidder shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Bidder shall continue the performance of the contract to the extent not terminated.
22. 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.
23. Price shall be inclusive of all freight, forwarding, transit insurance, installation, warranty and maintenance charges.
24. 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.
25. Late Bids: The bidder will not be able to submit the bid after final submission date and time.
26. Modification and Withdrawal of Bids
- 26.1. The Bidder may modify or withdraw its bid before the due date of bid submission.
 - 26.2. No bid will be allowed to be modified subsequent to the final submission of bids.
 - 26.3. 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.
27. 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.
28. 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.
29. **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 criteria evaluation will be carried out of the responsive bids. The technical bids of the bidders who are complying with all the eligibility criteria will be opened and evaluated next. GIL will seek clarifications if required on eligibility & technical section and evaluate further. The financial bid of the technically qualified bidders will be opened and financially L1 bidder will be decided from the sum total of prices for all line items without tax with warranty and then called for further negotiations if required.

30. As per the provision in Electronics & IT/ITeS Start-up Policy Resolution No. ITS/10/2015/5284/IT dated 6th June, 2016 issued by Department of Science & Technology; in e-Governance project undertaken by Government Departments or its Boards, Corporations or parastatal bodies getting grants from the Government, the chosen solution provider or system integrator will pass on job work or will outsource part of the work of a value ranging between 5% to 10% of the contract value to the eligible start-ups and to students of shortlisted Technical Colleges in Gujarat. In such arrangements, the responsibility of meeting SLAs (Service Level Agreements) will continue to belong to the solution provider or the system integrator.
31. The bidder will have to offer the inspection in the manner as decided by GIL before delivering to the respective site or at customer sites. The cost of the same has to be borne by the supplier. Any deviation found in the specification of the produced goods from the bid specification will lead to the cancellation of the order, forfeiture of EMD/PBG and prohibition in the participation in the future purchase of Government of Gujarat. GIL/GoG will not be responsible for any time delay which may arise due to any deviation from the bid technical specification found at the time of inspection and the bidder has to deliver and install the ordered goods within prescribed time limit. At the time of inspection, bidder is required to produce OEM's confirmation on OEM's letter head with serial nos. of Equipments supplied for back to back warranty support as per tender terms & conditions.
32. The Indenter's right to inspect, test and, where necessary, reject the Goods after the Goods arrival at Customer Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
33. **Delivery & Installation:** Within **60 working days** from the date of confirmed purchase order.
34. In case of successful bidder is found in breach of any condition(s) of bid or supply order/work order, at any stage during the course of supply / installation or warranty period, the legal action as per rules/laws, shall be initiated against the 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.
35. 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.**
36. 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.
37. The successful Bidder will be required to co-ordinate with software vendor and/or do liaisoning with other service provider to achieve the end-to-end connectivity. This also includes OS configuration with respect to LAN/WAN technologies implementation.
- 38. Warranty**
- 38.1. **Warranty:** Comprehensive onsite warranty of 5 Years from the date of successful FAT of all procured Firewall Appliances & additional 2 year of support & subscription after completion of warranty for the same.
- 38.2. Bidder must ensure that the warranty support & service should be available up to delivery locations to provide repairing cum replacement services of faulty equipments within 48 hrs.
- 38.3. If any equipment becomes faulty for 3 times in one quarter during the warranty period, the bidder shall replace the same with new equipments of same or higher capability matching the mentioned technical and functional requirements without any additional cost to the purchaser.
- 38.4. If any manufacturing or other technical defects are found within the warranty period, the same will have to be replaced or rectified free of cost by the bidder.
- 38.5. Maintenance service: Free maintenance services shall be provided by the Bidder during the period of warranty.
- 38.6. In case, bidder does not provide satisfactory support & does unwarranted delay in providing warranty support, Government offices reserves right to repair the equipment at risk & cost of the bidder.

39. Penalty Clause

39.1. Penalties for delay in delivery and installation:

- a) If the bidder fails to deliver and install the requisite hardware and software within 60 working days from the issue of the confirmed purchase order, then a sum equivalent to 0.5% of the total contract value per week or part thereof shall be deducted from the bills/payment under consideration.
- b) The amount of penalties for delay in delivery and installation shall be subject to a maximum limit of 10% of the total contract value.
- c) Delay in excess of 10 weeks will be sufficient to cause for termination of the contract. In that case the Performance Bank Guarantee of the bidder will be forfeited.
- d) In case, the selected bidder does not supply the ordered items for any reason, he will be liable to pay the difference amount i.e. between L1-L2 and so on to the purchaser, over and above the Performance Guarantee, which indenter departments\Boards\Corporations have to pay to the next or other selected bidder for purpose of the said items.

39.2. SLA Penalties:

- a) During warranty period, if the complaint is not resolved within 48 hrs, the penalty of Rs. 500 per day will be levied. However, if the complaints are not resolved within 7 days then from 8th day till 14th day, the penalty would be levied @ Rs. 750 per day and from 15th day onwards the penalty would be levied @ Rs. 1,000 per day. The amount of penalty will be recovered from subsequent invoice or the Performance bank guarantee during warranty period.
- b) Method for calculation of resolution time: Resolution time will start from the call logging by End user through e-mail / telephone / Web interface etc. to the successful bidder till the issue is resolved.
- c) The amount of Operational/Warranty period Penalty shall be subject to a maximum limit of 10% of the total contract value.
- d) Successful bidder should submit the Performance Bank Guarantee @ 10 % of total order value for the duration of warranty period + extra 3 months as per bid requirements. In any case, bidder is required to maintain 10 % PBG at all time during the period of contract. In case of any penalty claimed from the submitted PBG during the contract period, the successful bidder is required to submit the additional PBG of the amount equal to the penalty claimed for the duration up to the validity of original Bank Guarantee. For example, "X" amount of penalty will be claimed during the 5th month of contract period, then bidder is required to submit the additional PBG of "X" amount for the period of 34 months i.e. 39 months - 5 months.
- e) Penalty is not applicable for reasons attributable to the Institute (e.g. power outages, network connectivity disruptions, etc.), Force Majeure causes and approved pre-planned scheduled Maintenance activities. However, the responsibilities of proof lies with the Bidder.

40. FAT: A "Final Acceptance Test" ("FAT") testing for the purpose of ensuring that all the functionality mentioned in this RFP is available and is functioning properly.

- 40.1. Physical inspection of the installed security appliance including no. of Ethernet and SFP ports, USB, management ports, make and model should be as per quoted solution by bidder.
- 40.2. Physical verification of provided external storage hardware for log and MIS report as per RFP.
- 40.3. Testing Intranet and Internet connectivity.
- 40.4. Management access using GUI, CLI, SSH.
- 40.5. Reviewing compliance to the technical and functional parameters mentioned in the RFP.
- 40.6. Enablement of all the features/capability/functionality mentioned in the quoted product data sheet/brochure/catalogue.
- 40.7. Any errors/discrepancies observed during the testing phase will have to resolve by the bidder immediately.
- 40.8. Purchaser/Institute will accept the solution only after implementation of hardware/software with successful completion of FAT fulfilling all RFP requirements. Bidder will submit FAT report signed by GIL or authorized personnel appointed by Institute.

41. **Payment:** Payment for Goods and Services shall be made by purchasing department in Indian Rupees as follows:

Sr. No.	Project Milestone	% of payment in INR
1	Successful delivery and inspection of Hardware at all locations.	70 % of total contract value
2	Successful installation, commissioning, FAT & training.	20 % of total contract value
3	Warranty and Support	10 % of total contract value charges shall be paid after 6 months of the date of successful completion of FAT.

- 41.1. No advance payment will be made.
- 41.2. Payment will be release to the successful bidder on acceptance of the invoice by the PURCHASER/Institute or its designated agency.
- 41.3. Bidder has to submit required documents & MIS reports along with invoice submission.
- 41.4. The inspection will be done by GIL as per their policy.
- 42. GIL reserves the right to change any bid condition of any item even after inviting the bids, with/without prior notification.
- 43. 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.
- 44. The quantity mentioned in the bid are estimated based on the receipt of the requirement from Indenting Department. The quantities may decrease up to 50% of the bid quantity or increase up to 30% of the bid quantity within the period of the bid validity, depending upon the change in the requirements/grants available with the purchaser(s), which shall be binding to the bidder.
- 45. **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.
- 46. All correction/addition/deletion shall require authorized countersign.
- 47. In case of any disputes, Arbitration should be held at Gandhinagar Jurisdiction as per Arbitration Rules.
- 48. 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 Purchaser by a registered letter duly certified by the local statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over two months, if arising out of causes of Force Majeure, Purchaser reserves the right to cancel the order.

Delivery & Installation 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. Purchase / 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.

49. The Clarifications if any should be submitted in writing to GIL at least on or before 1 days of pre-bid meeting date. Thereafter the clarifications received from the bidders will not be entertained

Your bid should be submitted on website <https://gil.nprocure.com> on or before **15:00 Hours, 03.09.2019**.

Proposals after due time period will not be accepted.

The Technical Bids will be opened on **03.09.2019 at 17:00 Hours at Gujarat Informatics Limited 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. 079-23259239, Fax No. 079-23238925,
E-mail: viveku@gujarat.gov.in, amitp@gujarat.gov.in

Fax / Email should be followed by post confirmation copy.

SECTION IV

Minimum Technical Specification

Item 1: Firewall Appliance (Type-A)
Minimum Specification
Ports: Firewall appliance should have at least 2x10/100/1000 G interfaces along with 4xG SFP and 2x10 G SFP slots
Firewall Throughput: Minimum 10 Gbps
Concurrent Sessions: Should support at least 5,00,000
New Connections Per Second: At least 20,000
IPsec VPN throughput: Minimum 2 Gbps
SSL VPN: The Firewall should have integrated SSL VPN solution to cater minimum 50 SSL VPN concurrent users. The device should support at least one management interfaces to manage the firewall & one USB Port. (Data ports should not be used for management purpose.)
Firewall should support IPv4 & IPv6 dual stack functionality
Firewall should support user & admin authentication via captive portal & should be integrate with LDAP/RADIUS/AD for SSO
Firewall should support NAT, PAT, Nat66 (IPv6-to-IPv6), Nat46 (IPv4-to-IPv6) and Nat64 (IPv6-to-IPv4) or equivalent functionality from day1**
Firewall should support static, dynamic and multicast routing protocol
Solution should support troubleshooting tools like Ping, Traceroute, Packet Tracer/capture, etc.
Firewall should provide application inspection for DNS, FTP, HTTP, SMTP, ESMTP, RTSP, SIP, SCCP, SQLNET, TFTP, H.323, ICMP.
Firewall should support creating access polices on the basis of IPv4, IPv6 objects, protocols, ports etc.
Web Filtering: Keyword, Block Java applets, cookies, ActiveX, Block malware
Intrusion Prevention System (IPS): should be able to mitigate attacks like FTP Attack, HTTP Attack, DNS Attack, ICMP Attack, TCP/IP Attack, DOS and DDOS Attack, TelNet Attack. Signatures, IPS Policies, Automatic real-time updates, Protocol Anomaly Detection
The device should be manageable using standard protocols like HTTP, HTTPS, CLI, SSH, SNMP etc.
The device should be able to send the event logs, alarms, etc. to the third-party tool
Appliance should have latest ICSA / NSS certification for Firewall.
Appliance should support Virtual Firewall feature or should support direct termination of NKN (National Knowledge Network) link at college.
The device should be hardware based and should be supplied with Indian Standard power cables and required licenses valid perpetual for life.
Proposed firewall should be supplied with required on-premise external storage hardware (having storage capacity to store the logs of minimum last 1-year period), with all required software and licenses valid perpetual for life for storing and retrieving the logs and MIS reports.
The device should provide detailed Event analysis for Firewall, IPS, Application Control, Data Filtering with reporting of all the components.
Proposed device should also perform activities like Intrusion prevention, IP Reputation, URL filtering, Web filtering, content filtering, Anti-BOT control and Antivirus from day one with required all Licenses valid perpetual for life and 24*7 support valid for 7 Years.
It should support features like multiple ISP, bandwidth limiting or restriction by user/group

Note: ** If same functionality is not available in firewall solution then OEM/Bidder can achieve the same through providing additional hardware like Router (from Day 1 itself) of capacity equivalent to the firewall thus without compromising on any of the parameter like throughput, Ports etc. of the solution, as asked in the bid.

Item2: Firewall Appliance (Type-B)
Minimum Specification
Ports: Firewall appliance should have at least 4x10/100/1000 G interfaces along with 8x1G SFP, 4x10 G SFP slots
Firewall Throughput: Minimum of 20 Gbps
Concurrent Sessions: Should support At least 25,00,000
New Connections Per Second: At least 50,000
IPsec VPN throughput: Minimum 4 Gbps
SSL VPN: The Firewall should have integrated SSL VPN solution to cater minimum 50 SSL VPN concurrent users. The device should support at least one management interfaces to manage the firewall & one USB Port. (Data ports should not be used for management purpose.)
Firewall should support IPv4 & IPv6 dual stack functionality
Firewall should support user & admin authentication via captive portal & should be integrate with LDAP/RADIUS/AD for SSO
Firewall should support NAT, PAT, Nat66 (IPv6-to-IPv6), Nat46 (IPv4-to-IPv6) and Nat64 (IPv6-to-IPv4) or equivalent functionality from day1**..
Firewall should support static, dynamic and multicast routing protocol
Solution should support troubleshooting tools like Ping, Traceroute, Packet Tracer/capture, etc.
Firewall should provide application inspection for DNS, FTP, HTTP, SMTP, ESMTP, RTSP, SIP, SCCP, SQLNET, TFTP, H.323, ICMP.
Firewall should support creating access polices on the basis of IPv4, IPv6 objects, protocols, ports etc.
Web Filtering: Keyword, Block Java applets, cookies, ActiveX, Block malware
Intrusion Prevention System (IPS): should be able to mitigate attacks like FTP Attack, HTTP Attack, DNS Attack, ICMP Attack, TCP/IP Attack, DOS and DDOS Attack, TelNet Attack. Signatures, IPS Policies, Automatic real-time updates, Protocol Anomaly Detection
The device should be manageable using standard protocols like HTTP, HTTPS, CLI, SSL, SSH, SNMP etc.
The device should be able to send the event logs, alarms, etc. to the third-party tool
Appliance should have latest ICSA / NSS certification for Firewall.
Appliance should support Virtual Firewall feature or should support direct termination of NKN (National Knowledge Network) link at college.
The device should be hardware based and should be supplied with Indian Standard power cables and required licenses valid perpetual for life.
Proposed firewall should be supplied with required on-premise external storage hardware (having storage capacity to store the logs of minimum last 1-year period), with all required software and licenses valid perpetual for life for storing and retrieving the logs and MIS reports.
The device should provide detailed Event analysis for Firewall, IPS, Application Control, Data Filtering with reporting of all the components.
Proposed device should also perform activities like Intrusion prevention, IP Reputation, URL filtering, Web filtering, content filtering, Anti-BOT control and Antivirus from day one with required all Licenses valid perpetual for life and 24*7 support valid for 7 Years.
It should support features like multiple ISP, bandwidth limiting or restriction by user/group

Note: ** If same functionality is not available in firewall solution then OEM/Bidder can achieve the same through providing additional hardware like Router (from Day 1 itself) of capacity equivalent to the firewall thus without compromising on any of the parameter like throughput, Ports etc. of the solution, as asked in the bid.

Note:

- 1) **Technical specification and functionalities mentioned in this bid are minimum and indicative.**
- 2) **Bidder/OEM shall be responsible to enable all the functionality mentioned in the product data sheet / catalogue / brochure of quoted model from day one without any additional cost to the TENDERER.**

SECTION V

FINANCIAL BID FORMAT

Sr. No.	ITEM	Qty. (In Nos.)	Unit Price with 5 Year Warranty (including support and subscription) (In Rs. Without tax)	Unit Price for additional 2 Year support & subscription after warranty period (In Rs. Without tax)	Total Price with 5 Year Warranty & additional 2-year support and subscription (In Rs. Without tax)	Rate of GST (%)
A	B	C	D	E	F = C*(D+E)	G
1	Firewall Appliance (Type A)	4				
2	Firewall Appliance (Type B)	36				
GRAND TOTAL						

Note:

- L1 will be the lowest sum total of rate with 5 Year Warranty & additional 2-year support and subscription without tax.
- The Bidder shall explicitly mention the applicable rate of GST.
- Supply, installation, commissioning & maintenance of the above-mentioned materials including all the hardware, software, all licenses, required cabling and accessories, and warranties should be carried out by the successful bidder at various Government Technical Colleges and Polytechnics across the Gujarat as per the Annexure B.
- The above-mentioned quantity of the items are estimated and for evaluation purpose only. However, at the time of issue of order, the actual quantity will be considered based on the requirements.
- Bidder has to submit the detailed BOM (Bill of Material) along with the internal part nos. for all quoted products inclusive of all licenses.
- If required in future, the support & subscription may be renewed for further period of additional 2 Years (after 7 years) at the same finalized rates of additional 2 Year support & subscription after warranty period i.e. Column no. E of Financial Bid format as above.

SECTION VI
ANNEXURES

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: Bidder's Experience Details (Customer References)

Sr. No.	Name of the Organization	Contact Person	Contact Telephone No. & Address	Date/Period of implementation	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".

Form No. E4: Authorization Letters

Item	Make & Model	Name of OEM	Authorization letter Submitted? (Yes/No)
Firewall Appliance			

Note: Please fill this form and upload the OEM Authorization Letter in scanned format.

SECTION VII

Performa of Compliance letter/Authenticity of Information Provided

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

Date:

To,
DGM (Tech.)
Gujarat Informatics Ltd.
Block No. 2, 2nd Floor, Karmayogi Bhavan,
Sector-10 A, Gandhinagar 382 010
Gujarat, India

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

Ref: Bid for Supply, Installation, Commissioning & Maintenance of Firewall Appliances on behalf of Directorate of Technical Education, Gandhinagar (Tender No. HWT080819577).

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 meet or exceed the requirement and are absolutely compliant with specifications mentioned in the bid document.

We also explicitly understand that all quoted items meet technical specification of the bid & that such technical specification overrides the brochures/standard literature if the same contradicts or is absent in brochures.

In case of breach of any tender terms and conditions or deviation from bid specification other than already specified as mentioned above, the decision of GIL Tender Committee for disqualification will be accepted by us.

The Information provided in our submitted bid is correct. In case any information provided by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD/ PBG/cancel the award of contract. In this event, GIL reserves the right to take legal action on us.

Thanking you,

Dated this _____ day of _____ 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 (Tech.)
Gujarat Informatics Ltd.
Block No. 2, 2nd Floor, Karmayogi Bhavan,
Sector-10 A, Gandhinagar 382 010
Gujarat, India

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the Tender for Supply, Installation, Commissioning & Maintenance of Firewall Appliances on behalf of Directorate of Technical Education, 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 purchase order & acceptance thereof.
 - (v) If the successful bidder fails to submit the Performance Bank Guarantee & sign the Contract Form within prescribed time limit, the EMD of the successful bidder will be forfeited. GIL also reserves the right to blacklist such bidder from participating in future tenders if sufficient cause exists.

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

This guarantee will remain valid up to 9 months from the last date of bid submission. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that if this guarantee is extended for a period as mutually agreed between bidder & owner/purchaser, the guarantee shall be valid for a period so extended provided that a written request for such extension is received before the expiry of validity of guarantee. The Bank shall not be released of its obligations under these presents by any exercise by the OWNER / PURCHAER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

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

Dated at _____ on this _____ day of _____ YYYY.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &
Its official Address

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



SECTION VIII

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/equipments as mentioned in the said purchase order and the SELLER having agreed to provide a Contract Performance and Warranty Guarantee for faithful performance of the aforementioned contract and warranty quality to the OWNER/PURCHASER, _____ having Head Office at (hereinafter referred to as the 'Bank' which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the sum of Rs. _____ (Rupees _____) to the OWNER/PURCHASER on demand at any time up to _____ without a reference to the SELLER. Any such demand made by the OWNER/PURCHASER on the Bank shall be conclusive and binding notwithstanding any difference between Tribunals, Arbitrator or any other authority.

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

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/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.

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/10/2018/18/DMO dated 16.04.2018 (http://www.gil.gujarat.gov.in/grs/DMO_2173_16_Apr_2018_714.pdf) issued by Finance Department or further instruction issued by Finance department time to time.



PERFORMA OF 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 Bid Form and the Price Schedule submitted by the Bidder;
 - 2.2 terms and conditions of the bid
 - 2.3 the Purchaser’s Notification of Award
- 3 In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4 The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- 5 Particulars of the goods and services which shall be supplied / provided by the Supplier are as enlisted in the enclosed annexure:

TOTAL VALUE:
DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the
Said _____ (For the Purchaser)

In the presence of _____

Signed, Sealed and Delivered by the
Said _____ (For the Supplier)

In the presence of _____

Annexure B

Details of Delivery Locations and Type of Firewall Appliance

Sr. No.	Name of Institute	Type of Firewall
1	Government Engineering College, Surat	TYPE A (Sr. No. 1 to 4)
2	B. K. Modi Government Pharmacy College, Rajkot	
3	Government Polytechnic, Vadnagar	
4	Government Polytechnic, Waghai	
5	Government Engineering College, Bharuch	TYPE B (Sr. No. 5 to 40)
6	Government Engineering College, Bhavnagar	
7	Government Engineering College, Bhuj	
8	Government Engineering College, Chandkheda	
9	Government Engineering College, Dahod	
10	Government Engineering College, Gandhinagar	
11	Government Engineering College, Modasa	
12	Government Engineering College, Patan	
13	Government Engineering College, Rajkot	
14	Government Engineering College, Valsad	
15	Lukhdhirji Engineering College, Morbi	
16	Shantilal Shah Engineering College, Bhavnagar	
17	A.V. Parekh Technical Institute, Rajkot	
18	C. U. Shah Polytechnic, Surendranagar	
19	Dr. J. N. Mehta Govt. Polytechnic, Amreli	
20	Dr. S & S Gandhi College of Engineering & Tech., Surat	
21	Government Girls Polytechnic, Ahmedabad	
22	Government Girls Polytechnic, Surat	
23	Government Polytechnic, Bhuj	
24	Government Polytechnic, Chhotaudepur	
25	Government Polytechnic, Dahod	
26	Government Polytechnic, Gandhinagar	
27	Government Polytechnic, Godhra	
28	Government Polytechnic, Himmatnagar	
29	Government Polytechnic, Jamnagar	
30	Government Polytechnic, Palanpur	
31	Government Polytechnic, Porbandar	
32	Government Polytechnic, Valsad	
33	K. D. Polytechnic, Patan	
34	Lukhdhirji Engineering College (Poly), Morbi	
35	R. C. Technical Institute, Ahmedabad	
36	Sir Bhavsinhji Polytechnic Institute, Bhavnagar	
37	L. D. College of Engineering, Ahmedabad	
38	Government Polytechnic, Ahmedabad	
39	Government Polytechnic, Rajkot	
40	K. J. Polytechnic, Bharuch	

*****END*****