



**GUJARAT INFORMATICS LIMITED**  
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Karmayogi Bhavan, Sector-10A, Gandhinagar- 382010  
Phone No: 23256022, Fax No: 23238925

**Bid for Purchase of ULF Magnetometer, Gas Chromatograph for Helium Detection and Digital Fluxgate Magnetometer (DFM) on behalf of Institute of Seismological Research, Gandhinagar, Department of Science & Technology, Govt. of Gujarat.**

**(Tender no. HWT200220613)**

Pre bid Meeting: 02.03.2020 at 1500 hours

Last Date of Receipt of Bid: 17.03.2020 till 1500 hours

Last Date of Submission of Bid Processing Fees & EMD: 17.03.2020 till 1500 hours

Date of Opening of Bid: 17.03.2020 at 1700 hours

**Bid Processing Fee: Rs. 17,700/- (Including G.S.T.)**

Gujarat Informatics Limited (hereinafter referred to as "GIL"), intend to **invites physical sealed bids (Offline Bid)** for supply, installation, commissioning and maintenance of ULF Magnetometer, Gas Chromatograph for Helium Detection & Digital Fluxgate Magnetometer (DFM) instruments on behalf of Institute of Seismological Research, Gandhinagar, Department of Science & Technology, Govt. of Gujarat. (**Tender no. HWT200220613**).

**Eligibility Criteria for the bidder:**

The entities eligible for participating in the bid process shall be any one of the following two categories:

- Category 1: A Single Bidder
- Category 2: A Consortium of bidders as defined below (hereinafter referred to as "Consortium"). In case, foreign company wants to quote in this bid and he does not have presence in India, then they may quote through their authorized Indian entity.
  1. The consortium of maximum two (2) partners is allowed to participate in the bid. Either partner should fulfill eligibility criterion pertaining to their area of competence and one of them would be considered as Prime bidder as decided by them to whom the project would be given for execution and the Prime bidder would be responsible for execution of the complete project and comply with all terms & conditions of the bid.
  2. A consortium agreement must be submitted on Rs. 100 stamped paper duly signed by the consortium member. The consortium agreement must clearly specify the eligibility criterion which they fulfill and outline their roles and responsibilities.
  3. The authorized signatories of the consortium members should execute a Power of Attorney to nominate one person of the Prime bidder as an authorized signatory of the consortium. All authorized signatories of consortium members should submit Board resolutions by their respective entities in order to support their authorization to sign the document.
  4. The authorized signatory should sign all communications including the proposal and it shall be binding on both the consortium members.
  5. Every consortium member shall furnish an undertaking on the letter head of their respective companies stating that they have read and understood the entire tender document and agree with all the terms and conditions stated in the bid.
  6. A consortium member cannot participate as a member of any other consortium or apply in its individual capacity for this Project.
  7. The composition of consortium shall not be changed during bidding or period of contract including implementation and operation of this project.
  8. The purchase order will be issued to prime bidder. The performance bank guarantee will have to be submitted by the prime bidder and the payment will be released to prime bidder.

**(Please see Prescribed Format: Draft consortium Agreement) (Annexure-I)**

**(Please see Prescribed Format: Declaration by Prime Bidder) (Annexure-II)**

**(Please see Prescribed Format: Declaration by Consortium Partner) (Annexure-III)**

**Item no. 1. ULF Magnetometer**

1. The bidder/any consortium partner should have average annual turnover of Rs.50 lacs for the last two years. The copies of Audited Annual Accounts for last two years shall be attached along with the bid.(Formno.E-1)
2. The bidder/any consortium partner should have experience of having supplied ULF Magnetometer to Govt. institutes /Govt. Departments/ Govt. boards/ any of the reputed organization/institute.(FormNo.E-2)
3. The bidder should be authorized by its OEM to quote this bid (Formno.E-3).
4. The bidder/any consortium can be an OEM directly partner should be an authorized Indian representative of the manufacturer, who must have manufactured, tested and supplied at least

- one unit of the ULF Magnetometer similar to the type specified in this bid to any of the reputed organization/institute globally within last 3 years.
5. The Goods/Software and services offered or supply must be of the most recent versions/models incorporating the latest improvements in design. Further, OEM should be in continuous business of manufacturing products similar to that specified in the technical specifications section of each item during the last 3 years prior to bid opening, and should not be blacklisted by Indian or any state Govt. or any Govt. board/ Nigam/ institute/ society/ corporations etc.
    - (a) Bid of bidder/any consortium partner quoting as authorized representative of a manufacturer meeting with the above requirement in full can also be considered provided:
      - The manufacturer furnishes authorization assuring full guarantee and warranty obligations.
      - The bidder/any consortium partner as authorized representative has supplied, installed and commissioned satisfactorily at least one unit of the ULF Magnetometer, which must be in satisfactory condition.
  6. Bidder/OEM will have to submit the OEM consent letter on OEM letter head with clearly mentioning that for supplied items by OEM, the OEM will provide support and warranty.

#### **Item no. 2. Gas Chromatograph for Helium Detection**

1. The bidder/any consortium partner should have average annual turnover of Rs.50 lacs for the last two years. The copies of Audited Annual Accounts for last two years shall be attached along with the bid.(Formno.E-1)
2. The bidder/any consortium partner should have experience of having supplied **Gas Chromatograph for Helium Detection** to Govt. institutes /Govt. Departments/ Govt. boards/ any of the reputed organization/institute.(Formno.E-2)
3. The bidder should be authorized by its OEM to quote this bid (Formno.E-3).
4. The bidder/any consortium can be an OEM directly partner should be an authorized Indian representative of the manufacturer, who must have manufactured, tested and supplied at least one unit of the Gas Chromatograph for Helium Detection similar to the type specified in this bid to any of the reputed organization/institute globally within last 3 years.
5. The Goods/Software and services offered or supply must be of the most recent versions/models incorporating the latest improvements in design. Further, OEM should be in continuous business of manufacturing products similar to that specified in the technical specifications section of each item during the last 3 years prior to bid opening, and should not be blacklisted by Indian or any state Govt. or any Govt. board/ Nigam/ institute/ society/ corporations etc.
  - (a) Bid of bidder/any consortium partner quoting as authorized representative of a manufacturer meeting with the above requirement in full can also be considered provided:
    - The manufacturer furnishes authorization assuring full guarantee and warranty obligations.
    - The bidder/any consortium partner as authorized representative has supplied, installed and commissioned satisfactorily at least one unit of the Gas Chromatograph for Helium Detection, which must be in satisfactory condition.
6. Bidder/OEM will have to submit the OEM consent letter on OEM letter head with clearly mentioning that for supplied items by OEM, the OEM will provide support and warranty. **(Please see Prescribed Format: OEM consent letter)**

**Item no. 3. Digital Fluxgate Magnetometer (DFM)**

1. The bidder/any consortium partner should have average annual turnover of Rs.50 lacs for the last two years. The copies of Audited Annual Accounts for last two years shall be attached along with the bid. (Formno.E-1)
  2. The bidder/any consortium partner should have experience of having supplied Digital Fluxgate Magnetometer (DFM) to Govt. institutes /Govt. Departments/ Govt. boards/ any of the reputed organization/institute.(FormNo.E-2)
  3. The bidder should be authorized by its OEM or directly by OEM to quote this bid (Formno.E-3).
  4. The bidder/any consortium partner should be an authorized Indian representative of the manufacturer, who must have manufactured, tested and supplied at least one unit of the Digital Fluxgate Magnetometer (DFM) similar to the type specified in this bid to any of the reputed organization/institute globally within last 3 years.
  5. The Goods/Software and services offered or supply must be of the most recent versions/models incorporating the latest improvements in design. Further, OEM should be in continuous business of manufacturing products similar to that specified in the technical specifications section of each item during the last 3 years prior to bid opening, and should not be blacklisted by Indian or any state Govt. or any Govt. board/ Nigam/ institute/ society/ corporations etc.
    - (a) Bid of bidder/any consortium partner quoting as authorized representative of a manufacturer meeting with the above requirement in full can also be considered provided:
      - The manufacturer furnishes authorization assuring full guarantee and warranty obligations.
      - The bidder/any consortium partner as authorized representative has supplied, installed and commissioned satisfactorily at least one unit of the Digital Fluxgate Magnetometer (DFM), which must be in satisfactory condition.
  6. Bidder/OEM will have to submit the OEM consent letter on OEM letterhead with clearly mentioning that for supplied items by OEM, the OEM will provide support and warranty. **(Please see Prescribed Format: OEM consent letter)**
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1. The authentic certificates / testimonials in proof of possessing above minimum eligibility criteria shall have to be enclosed with the tender documents failing which the tender shall be rejected out rightly. (An audited balance sheet with I.T. return and VAT/Service Tax documents to be enclosed for last two consecutive years).
  2. The bidders can quote single or multiple items. Evaluation will be done item wise i.e., each item will get one L1 (lowest bidder).

**Note:**

**This bid is Offline (physical) bid and it is published on [www.gil.gujarat.gov.in](http://www.gil.gujarat.gov.in)**

**All future communication related to this Offline (physical) bid like Extension in last date of bid submission; Corrigendum, the response to pre bid queries etc. will be intimated to this site [www.gil.gujarat.gov.in](http://www.gil.gujarat.gov.in) only.**

### Scope of Work:

#### Item no. 1. ULF Magnetometer

- The ULF induction coil magnetometer is intended for the study of magnetic field fluctuations in the frequency band 0.001...30 Hz in land conditions and is ideal for ULF earthquake precursors monitoring.
- The bidder has to supply three nos. of ULF induction coil magnetometers with cable as per the specifications stipulated in this tender to ISR, Raisan, Gandhinagar, India.
- All the supplied ULF induction coil magnetometers and cable should be under two year warranty period from the date of acceptance of the goods.
- The Bidder is therefore required to supply, install, configure and integrate the complete H/w and S/w modules to meet the requirements as per Tender document.

#### Item no. 2. Gas Chromatograph for Helium Detection

- The Gas Chromatograph for Helium Detection is intended for continuous monitoring of the Helium and other gases with specific application in gas monitoring for earthquake studies.
- The bidder has to supply three nos. of Gas Chromatograph for Helium Detection with cable as per the specifications stipulated in this tender to ISR, Raisan, Gandhinagar, India.
- All the supplied Gas Chromatograph for Helium Detection and cable should be under two year warranty period from the date of acceptance of the goods.
- The Bidder is therefore required to supply, install, configure and integrate the complete H/w and S/w modules to meet the requirements as per Tender document.

#### Item no. 3. Digital Fluxgate Magnetometer (DFM)

- The Digital Fluxgate magnetometers which are vector magnetometers are intended to measure three components of the magnetic field electronically and are ideal for observing magnetic field changes in broad frequency range.
- The bidder has to supply two nos. of Digital Fluxgate magnetometers with cable as per the specifications stipulated in this tender to ISR, Raisan, Gandhinagar, India.
- All the supplied Digital Fluxgate magnetometers and cable should be under two-year warranty period from the date of acceptance of the goods.
- The Bidder is therefore required to supply, install, configure and integrate the complete H/w and S/w modules to meet the requirements as per Tender document.

#### The terms and conditions are as follows:

- 1 The last date of submission of physical sealed bid is **17.03.2020 till 1500 hours**. All the documents need to be submitted along with the physical sealed bid. Bid-processing fees, EMD & bank guarantee has to be submitted in physical form. Further, GIL reserves the right to ask the bidders to submit additional documents and/or any other documents in physical form.
- 2 The bid is non-transferable.
- 3 **The Bidder may quote either one section and/or all the sections in the bid (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 The bidder will have to supply, install, commission & maintain and provide operational training for supplied for Bid for Purchase of ULF Magnetometer, Gas Chromatograph for Helium Detection & Digital Fluxgate Magnetometer (DFM) instruments and demonstrate the workability at ISR, Gandhinagar. ISR will carry out necessary installation/integration across the state of Gujarat.

- 5 In case the quoted Item is not available in the market, the bidder will have to supply Higher Version/replacement of that Item in the quoted cost in the same time duration with prior approval of GIL. No "End of Life" product should be quoted to minimize such instances. (Make & Model quoted by the bidder should be available till the bid validity, duly supported for spares/OEM support for warranty period).
- 6 The Bidder shall bear all the costs associated with the preparation and submission of its bid, and GIL will in no case will be responsible or liable for these costs, regardless of conduct or outcome of bidding process.
- 7 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in English language. Supporting documents and printed literature & brochures furnished by the Bidder should be in English language.
- 8 The bidder has to submit the compliance letter on its letterhead duly signed by the authorized signature & other supporting documents as asked for in the bid. Failing to submit the same or non-compliance/deviation from any bid terms and conditions, eligibility criteria or technical specifications may result in rejection of the bid.
- 9 The Bidder has to examine all instructions, forms, terms, conditions and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
- 10 The Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all Goods/Software and services, which the Bidder proposes to supply under the contract.
- 11 The documentary evidence of the Goods/Software and services eligibility shall consist of a statement in the Price Schedule on the country of origin of the Goods/Software and services offered which shall be confirmed by a certificate of origin at the time of shipment.
- 12 The documentary evidence of conformity of the Goods/Software/Software and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:
  - a detailed description of the essential technical and performance characteristics of the Goods/Software;
  - a list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods/Software for a period of two years, following commencement of the use of the Goods/Software by the Purchaser; and
  - an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the Goods/Software/Software and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications
- 13 All the bids submitted shall also include the following information:
  - (a) Copies of original Technical Bid documents defining the constitution on legal status, place of registration and principle place of business of the company or firm or partnership etc.
  - (b) The bidder should furnish a brief write up backed up with adequate data, explaining his available capacity and experience – both technical & commercial, for the manufacture and supply of the

required systems and equipments within specified time of completion after meeting all their current commitments.

(c) The bidder should clearly confirm that all the facilities exist in his factory for inspection and testing and these will be made available to the purchaser or his representative for inspection.

(d) Details of the Service Centers and information on the service support facilities that would be provided after the warranty period, Bidder should have a registered office or authorized Service centre or authorized representative in India.

(e) Reports on financial standings of the bidder such as profit & loss statement, balance sheets and auditor's report for the past two years.

(f) Report on Past performance of items specified in the schedule of requirement in the academic institutes.

(g) Original literature of the items specified in the schedule of requirements, Computer print outs of the literature will not be valid.

14 Amendment of Bidding Documents (Corrigendum)

14.1 At any time prior to the deadline for submission of bids, GIL may, for any reason, whether its own initiative or in response to the clarification request by a prospective bidder, modify the bidding documents.

14.2 The corrigendum will be published on website [www.gil.gujarat.gov.in](http://www.gil.gujarat.gov.in)

14.3 In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids GIL, at its discretion, may extend the deadline for the submission of bids.

15 Bid Currency – **Prices shall be quoted in INR/USD/EURO/CAD. However the final price will be converted in to Indian rupees. The currency conversion rates will be taken from RBI's conversion rate ([www.fbil.org.in](http://www.fbil.org.in)) on the date of financial bid opening for INR = Indian Rupee, USD = United States Dollar & EURO=official currency of Eurozone. For CAD = Canadian Dollar, the currency conversion rates will be taken from "[http://www.hdfcbank.com/nri\\_banking/Foreign\\_Exchnng\\_Rates/Foreign\\_Exchnng\\_Rates.asp](http://www.hdfcbank.com/nri_banking/Foreign_Exchnng_Rates/Foreign_Exchnng_Rates.asp) " on the date of financial bid opening.**

16 The Bidder shall indicate on the Price Schedule, the unit price and total bid prices of the Goods/Software/ it proposes to supply under the Contract. Bidders shall quote for the complete requirement of Goods/Software/Software and services specified under each schedule/item on a single responsibility basis, failing which such bids will not be taken into account for evaluation and will not be considered for award.

17 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- The price of the Goods/Software, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, installation and commissioning as applicable), including all duties and sales and other taxes already paid or payable:
  - a. On components and raw material used in the manufacture or assembly of Goods/Software quoted ex-works or ex-factory.
  - b. On the previously imported Goods/Software of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.
- Any Indian duties, sales and other taxes which will be payable on the Goods/Software if this Contract is awarded.
- The price for inland transportation, insurance and other local costs incidental to delivery of the Goods/Software to their final destination; Destination of Goods/Software will be as mentioned in the schedule of requirement.

18 The Bidder will have to remit **Nonrefundable Bid Processing Fees of Rs. 17,700/ (Including G.S.T) - & Earnest Money Deposit (E.M.D.)** of

- **Rs. 60,000/- for ULF Magnetometer**
- **Rs. 1,35,000/- for Gas Chromatograph for Helium Detection**
- **Rs. 50,000/- for Digital Fluxgate Magnetometer (DFM)**

**(Refundable)** on or before **17.03.2020 up to 1500 hours** in a sealed cover at GIL office with the heading **"Bid Processing fees & EMD & Quoted Item Name for the Tender No. HWT200220613** for supply, installation, commissioning and maintenance of ULF Magnetometer, Gas Chromatograph for Helium Detection & Digital Fluxgate Magnetometer (DFM) instruments on behalf of Institute of Seismological Research, Gandhinagar, Department of Science & Technology, Govt. of Gujarat."

- ✓ Bid processing fees must be in the form of Demand Draft in the name of "Gujarat Informatics Ltd." Payable at Gandhinagar along with the covering letter.
- ✓ **EMD shall be submitted in the form of Demand Draft OR in the form of an unconditional Bank Guarantee (which should be valid for 9 months from the last date of bid submission) of All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative & Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. No. EMD/10/2019/50/DMO dated 01.11.2019 ([https://financedepartment.gujarat.gov.in/Documents/DMO\\_2317\\_01-Nov-2019\\_375.pdf](https://financedepartment.gujarat.gov.in/Documents/DMO_2317_01-Nov-2019_375.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 as per prescribed format given at Annexure A) and must be submitted along with the covering letter.**
- ✓ EMD in form of DD/BG has to be submitted by the bidder who is applying in this bid.

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

19 In case of non-receipt of Bid Processing fees & EMD as mentioned above within prescribed time the bid will be rejected by GIL as non-responsive.

20 Unsuccessful/disqualified bidder's E.M.D. will be returned as promptly as possible but not later than 15 days after the expiration of the period of bid validity OR upon the successful Bidder signing the Contract, and furnishing the Performance Bank Guarantee @ 10% of the total order value as prescribed by GIL, whichever is earlier.

21 In exceptional circumstances, GIL may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its E.M.D. A Bidder granting the request will not be permitted to modify its bid.

22 The Successful bidder has to submit **Performance Bank Guarantee @ 10%** of total order value within 30 working days from the date of issue of Purchase order (for warranty period + extra 3 months) from All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative & Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. No. EMD/10/2019/50/DMO dated 01.11.2019 ([https://financedepartment.gujarat.gov.in/Documents/DMO\\_2317\\_01-Nov-2019\\_375.pdf](https://financedepartment.gujarat.gov.in/Documents/DMO_2317_01-Nov-2019_375.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 as per prescribed format given at **Annexure A**) and must be submitted along with the covering letter.



- 23 Successful bidders will have to sign the contract upon receiving the Purchase order with the purchaser(s) within 30 working days from the date of Purchase order. (The draft of the Contract form is attached herewith)
- 24 The successful Bidder's E.M.D. will be returned upon the Bidder signing the Contract, and furnishing the Performance Bank Guarantee @ 10% of the total order value.
- 25 The E.M.D. may be forfeited:
- (a) if a Bidder withdraws its bid during the period of bid validity
  - (b) In case of a successful Bidder, if the Bidder fails:
    - (i) To sign the Contract as mentioned above or
    - (ii) To furnish performance bank guarantee as mentioned above or
    - (iii) If the bidder is found to be involved in fraudulent practices.

If the successful bidder fails to submit the Performance Bank Guarantee & sign the Contract Form within prescribed time limit, the EMD of the successful bidder will be forfeited.

GIL also reserves the right to blacklist such bidder from participating in future tenders if sufficient cause exists.

26 Termination for Default

- 26.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder(after providing notice/cure period of 30 days), terminate the Contract in whole or part:
- a) if the bidder fails to deliver any or all of the Goods within 90 working days from the date of purchase order, or within any extension thereof granted by the Purchaser or
  - b) if the Bidder fails to perform any obligation(s) under the Contract/Purchase order.
  - c) If the Bidder, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value of influence the action of a public official in the procurement process or in contract execution.

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

- 26.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause 19.1 above, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Bidder shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Bidder shall continue the performance of the Contract to the extent not terminated.

27 Price shall be inclusive of all freight, forwarding, transit insurance and installation charges.

28 Prices shall be inclusive of Excise Duties. The prices shall strictly be submitted in the given format. Prices shall be inclusive of all taxes including GST, which shall be applicable wherever written in the tender document. The prices shall strictly be submitted in the given format. **However, payments related to the customs duty is ISR's responsibility. The bidder has to submit all the required**

documents relevant to the supply of the goods for customs clearance. The final prices quoted for each item are CIF basis.

- 29 Late Bids – The bidder will not be able to submit the bid after final submission date and time.
- 30 Modification and Withdrawal of Bids
- 30.1 No bids will be allowed to be modified subsequent to the final submission of bids.
- 30.2 No bid will allowed to be withdrawn in the interval between the deadline for submission of bids and the expiry of the bid validity. Withdrawal of a bid during this interval will result in the forfeiture of bidder's E.M.D.
- 31 Bids will be opened in the presence of Bidder's representatives, who choose to attend. The Bidder's representatives who are present shall sign a register/attendance sheet evidencing their attendance. The representative will be held responsible for all commitments made on behalf of the bidder and that will be considered valid for all further dealings related to this tender process. In the absence of the bidder(s), the tender committee may choose to open the bids as per the prescribed schedule.
- 32 The Bidder's names, Bid modifications or withdrawals, discounts and the presence or absence of relevant E.M.D. and such other details as GIL/GOG officer(s) at their discretion, may consider appropriate, will be announced at the opening.
- 33 **Evaluation of the bids:** After the closing time of submission, GIL/GOG committee will verify the submission of Bid Processing Fees & EMD as per bid terms and conditions. The eligibility criteria evaluation will be carried out of the responsive bids. The technical bids of the bidders who are complying with the eligibility criteria will be opened and evaluated next. Successful bidder will be decided based on the item wise lowest quoted rates as mentioned in financial bid section & then called for further negotiations if required.
- 34 The order may be split among a number of technically qualified bidders at the discretion of GIL. The bidder with overall competitive quote will be given preference on the ordered quantity.
- 35 The inspection of the Goods/Software/Softwares shall be carried out to check whether the Goods/Software/Softwares are in conformity with the technical specifications attached to the contract and shall be in line with the inspection/test procedures laid down in the Technical Specifications and the Conditions of contract. Following broad test procedure will generally be followed for inspection and testing of machine. The supplier will dispatch the Goods/Software to the ultimate consignee after internal inspection testing along with the supplier's inspection report and manufacturer's warranty certificate. The purchaser will test the equipment after completion of the installation and commissioning at the site of the installation.
- a. The acceptance test will be conducted by the purchaser/their consultant or any other person nominated by the purchaser, at its option. The acceptance will involve trouble-free and successful operations of online data receive software with filters. There shall not be any additional charges for carrying out acceptance tests. No malfunction, partial or complete failure of any part of hardware or excessive heating of electronic boards, drivers, hard disks etc. or bugs in the software should occur. All the softwares should be complete and no missing modules/sections will be allowed. The supplier shall maintain necessary log in respect of the results of the tests to establish to the entire satisfaction of the purchaser, the successful completion of the test specified. An average uptake efficiency of 98% for the duration of test period shall be considered as satisfactory.

- b. In the event of the hardware and softwares failing to pass the acceptance test, a period not exceeding four weeks will be given to rectify the defects and clear the acceptance test, failing which the purchaser reserves the rights to get the Goods/Software/Software replaced by the supplier at no extra cost to the purchaser.
- 36 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.
- 37 **Delivery & installation:**
- Delivery:: Within 90 working days from the date of confirmed purchase order by any mode of transport of Air/ Rail/Road. Upon delivery of the Goods/Software, the supplier shall notify the purchaser and the insurance company by cable/telex/fax/email the full details of the shipment including contract number, airway bill/ railway receipt number and date, description of Goods/Software, quantity, name of the consignee etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company.
    - ✚ 03 Copies of the Supplier invoice showing contract number, Goods/Software' description, quantity, unit price, total amount
    - ✚ Airway/Railway receipt/acknowledgment of receipt of Goods/Software from the consignee(s);
    - ✚ 03 Copies of packing list identifying the contents of each package;
    - ✚ Insurance Certificate
    - ✚ Manufacturer's/Supplier's warranty certificate
    - ✚ Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and
    - ✚ Certificate of Origin
  - Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods/Software, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order.
  - Installation: **Within 60 working days** from the date of delivery of the material.
- 38 In case of successful bidder is found in breach of any condition(s) of bid or supply order/work order, at any stage during the course of supply / installation or warranty period, the legal action as per rules/laws, shall be initiated against the empanelled bidder and EMD/PBG shall be forfeited, besides debarring and blacklisting the bidder concerned for the time period as decided by Govt., for further dealings with GoG.
- 39 Bids shall be valid for **180 days** after the date of financial bid opening. A bid valid for a shorter period shall be rejected as non-responsive. If required, GIL may extend the bid validity for further period from the date of expiry of bid validity in consultation with the successful bidder.
- 40 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.
- 41 **Insurance:** The Goods/Software supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. For delivery of Goods/Software at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the Goods/Software from "warehouse to warehouse" (final destinations) on "All Risks" basis including War Risks and Strikes.
- 42 **Penalty Clause for delay in delivery & installation**

- 42.1 If the bidder fails to deliver and install the requisite hardware and software **within 150 working** days of the issue of the confirmed purchase order, then a sum equivalent to one percent (1 %) of the total contract value shall be deducted from the payment for each calendar week of delay or part thereof.
- 42.2 The amount of penalty for delay in delivery & installation shall be subject to a maximum limit of 10% of the total contract value.
- 42.3 Delay in excess of 10 weeks will be sufficient to cause for termination of the contract. In that case the Performance Bank Guarantee of the bidder will be forfeited.
- 42.4 In case, the selected bidder does not supply the ordered items for any reason, the bidder will be liable to pay the difference amount to the purchaser, over and above the performance guarantee, which indenter department has to pay to the next or other selected bidder for purpose of the said items.

#### 43 **Warranty**

- 43.1 **Warranty:** Comprehensive **onsite warranty for 2 years from the date of installation** of ULF Magnetometer, Gas Chromatograph for Helium Detection & Digital Fluxgate Magnetometer (DFM) instruments.
- 43.2 The bidder shall guarantee a 95% uptime of ULF Magnetometer, Gas Chromatograph for Helium Detection & Digital Fluxgate Magnetometer (DFM) instruments.
- 43.3 If the equipment gives continuous trouble, say more than 3 times in one month during the warranty period, the bidder shall replace the same with new equipment without any additional cost to the purchaser.
- 43.4 Maintenance service: Free maintenance services shall be provided by the Bidder during the period of warranty for 2 years.
- 43.5 In case, bidder is not providing satisfactory support & doing unwarranted delay in providing warranty support, Government offices reserves right to repair the equipment at risk & cost of the bidder.

#### 44 **Operational/Warranty period Penalty:**

- 44.1 During warranty period, if the complaint is not resolved within 3 months the penalty of Rs. 5000 per day each for Purchase of ULF Magnetometer, Gas Chromatograph for Helium Detection & Digital Fluxgate Magnetometer (DFM) instruments will be levied. The amount of penalty will be recovered from the Performance bank guarantee during warranty period.
- 44.2 It is expected the average downtime of the item (system) will be less than half the maximum downtime. In case an item is not usable beyond the stipulated maximum downtime the bidder will be required to arrange for an immediate replacement of the same till it is repaired. Failure to arrange for the immediate repair/replacement will be liable for penalty of Rs.5000 per day each for ULF Magnetometer, Gas Chromatograph for Helium Detection & Digital Fluxgate Magnetometer (DFM) instruments. The amount of penalty will be recovered from the Performance bank guarantee during warranty period.

**Note:**

- ✓ Successful bidder should submit the **Performance Bank Guarantee @ 10%** of total order value for the duration of (for warranty period + extra 3 months) as per bid requirements. In any case, bidder is required to maintain 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 5<sup>th</sup> month of contract period, then bidder is required to submit the additional PBG of "X" amount for the period of 22 months i.e. 27 months – 5 months.

- 45 **Payment:** Payment for Goods and Services shall be made by the indenting department in INR/USD/EURO/CAD as follows:
- **In case of Indian Bidder:**
    - ✚ On Delivery: **Eighty percent (80%)** of the contract price shall be paid on receipt of Goods/Software and upon submission of the documents
    - ✚ On Final Acceptance: **The remaining twenty percent (20%)** of the Contract Price shall be paid to the supplier within 30 days after the date of the satisfactory demonstration of working of SMA and software at purchaser's site.
  - **In case of Foreign/ Consortium Bidder: The payment will be made by opening Letter of Credit (LoC) in the name of manufacturer/foreign bidder and will be released as below:**
    - ✚ On Delivery: Eighty percent (80%) of the contract price shall be paid on receipt of Goods/Software and upon submission of the documents
    - ✚ On Final Acceptance: the remaining twenty percent (20%) of the Contract Price shall be paid to the supplier within 30 days after the date of the satisfactory demonstration of working, and installation at purchaser's site.

For all the respective items in this tender, the above procedure for payment will be followed.

- 46 GIL reserves the right to change any bid condition of any item even after inviting the bids, with/without prior notification.
- 47 GIL's Right to accept any Bid and to reject any or all Bids – GIL reserve the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to awarding the Contracts, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for such decision.
- 48 The tendered quantities are estimated based on the receipt of the requirement from various Government offices. The quantities may decrease up to 50% of the bid quantity or increase up to 30% of the bid quantity at the time of finalization, depending upon the change in the requirements/grants available with the purchaser(s), which shall be binding to the bidder.
- 49 The bidder may be called for presentation regarding plan, design, performance, installation, commissioning of ULF Magnetometer, Gas Chromatograph for Helium Detection & Digital Fluxgate Magnetometer (DFM) instruments on behalf of Institute of Seismological Research, Gandhinagar, Department of Science & Technology, Govt. of Gujarat.
- 50 All correction/addition/deletion shall require authorized countersign.
- 51 **Limitation of Vendor's Liability:** Notwithstanding anything contained in the Contract, Vendor's liability will be only for actual direct damages and shall be capped and limited to double the charges or the amounts paid or due and payable to Vendor for the Services that are the subject of the claim.
- 52 Force Majeure Shall mean and be limited to the following:

- a) War / hostilities
- b) Riot or Civil commotion
- c) Earthquake, flood, tempest, lightening or other natural physical disaster.
- d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order by the BIDDER.

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

Completion period may be extended to circumstances relating to Force Majeure by the GIL. Bidder shall not claim any further extension for completion of work. GIL/GoG shall not be liable to pay extra costs under any conditions.

The BIDDER shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken in to consideration or not in their quotations. In the event of any Force Majeure cause, the BIDDER shall not be liable for delays in performing their obligations under this order and the delivery dates can be extended to the BIDDER without being subject to price reduction for delayed delivered, as stated elsewhere.

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

- 53 The Bidders can seek written **clarifications on or before 5 days prior to Pre-bid meeting** date to DGM (Tech), Gujarat Informatics Ltd., Block No-2 2<sup>nd</sup> Floor, Karmayogi Bhavan, Sector-10A, Gandhinagar-382010, Gujarat, India. GIL will clarify and issue amendments if any to all the bidders in the pre-bid meeting. No further clarification what so ever will be entertained after the pre-bid meeting date. No further clarification what so ever will be entertained after submission of bid.

Your bid should reach at our office on or before **1500 Hours, 17.03.2020** as mentioned below:

**There shall be 3 sealed envelopes in the sealed main cover** with the heading "Bid for Purchase of ULF Magnetometer, Gas Chromatograph for Helium Detection, & Digital Fluxgate Magnetometer (DFM) instruments on behalf of Institute of Seismological Research, Gandhinagar, Department of Science & Technology, Govt. of Gujarat. (Tender no. HWT200220613) & **Quoted Item Name**"

1. **A first separate envelop with the heading "Bid processing Fees & EMD"** for Bid for Purchase of ULF Magnetometer, Gas Chromatograph for Helium Detection, & Digital Fluxgate Magnetometer (DFM) instruments on behalf of Institute of Seismological Research, Gandhinagar, Department of Science & Technology, Govt. of Gujarat. (Tender No: HWT200220613)." containing the E.M.D. & Bid Processing Fees in the name of "**Gujarat Informatics Ltd.**"
2. **The second envelope marked as Technical bid** with heading "Technical Bid - Bid for Purchase of ULF Magnetometer, Gas Chromatograph for Helium Detection, & Digital Fluxgate Magnetometer (DFM) instruments on behalf of Institute of Seismological Research, Gandhinagar, Department of Science & Technology, Govt. of Gujarat. (Tender No: HWT200220613)" with properly sealed and marked. Each and every page of the bid must be signed and stamped by the bidder.
3. **The Third envelope marked as financial bid with heading "Financial Bid – Bid for Purchase of ULF Magnetometer, Gas Chromatograph for Helium Detection, & Digital Fluxgate Magnetometer (DFM) instruments on behalf of Institute of Seismological Research,**

Gandhinagar, Department of Science & Technology, Govt. of Gujarat. (Tender No: HWT200220613)." with properly sealed and marked. Each and every page of the bid must be signed and stamped by the bidder.

Proposals after due time period will not be accepted.

The bid will be opened on **17.03.2020 at 1500 Hours** at GIL, Block No. 2, 2<sup>nd</sup> Floor, D-Wing, Karmayogi Bhavan, Sector-10A, Gandhinagar-382010 in the presence of the committee members and representatives of the bidders, who have submitted valid bids. The representative will be held responsible for all commitments made on behalf of the bidder and that will be considered valid for all further dealings related to this tender process.

Please address all queries and correspondence to

**Shri Vivek Upadhyay, DGM (Tech.),**  
Gujarat Informatics Limited  
Block-2, 2<sup>nd</sup> Floor, D-Wing, Karmayogi Bhavan,  
Sector-10A, Gandhinagar – 382010,  
Gujarat, India.  
Phone No. 079-23259239, Fax No. 079-23238925  
E-mail: [viveku@gujarat.gov.in](mailto:viveku@gujarat.gov.in) ; [amitp@gujarat.gov.in](mailto:amitp@gujarat.gov.in);

Fax/email should be followed by the post confirmation copy.

**SECTION I**

**Bid Processing Fees & Earnest Money Deposit Details**

Name of the Item:

Sr. No.	Item	Amount (In Rs.)	Name of the Bank & Branch	Demand Draft No.
1	Bid Processing Fees			
2	Earnest Money Deposit (E.M.D.)			

**ELIGIBILITY CRITERIA**

Form no. E1      Financial strength of the bidder

Financial Year	Turnover (Rs. In Crores)	Audited Accounts submitted? (Yes/No)

Note: Please fill this form and submit the audited Annual Accounts for the last two financial years.

Form No. E2      Experience Details (Customer References)

Sr. No.	Name and Address of the client	Details of Contract (Pl. Mention ULF Magnetometer, Gas Chromatograph for Helium Detection & Digital Fluxgate Magnetometer (DFM) instruments supplied system Established/Service provided similar to the tender terms	Order no., Date & value	Certificate of client enclosed (Yes/No)	Whether client is present user of your services (Yes/No)	Remarks





**GUJARAT INFORMATICS LIMITED**

**BLOCK NO.-2, 2<sup>nd</sup> FLOOR, D-Wing, Karmayogi Bhavan, SECTOR-10A, GANDHINAGAR**

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**Note:** Please fill this form and submit the supporting documents for each customer reference. Failing the same may lead to the rejection of the bid. You may add the customer references by adding multiple rows which may be added by "NUMBER OF ROWS TO ADD".

**Form no. E3**

**Authorization Letters**

<b>Item</b>	<b>Make &amp; Model</b>	<b>Name of OEM</b>	<b>Authorization letter attached? (Yes/No)</b>
ULF Magnetometer			
Gas Chromatograph for Helium Detection			
Digital Fluxgate Magnetometer (DFM)			

**SECTION II**

**Make & Model List**

Sr. No	Item	QTY.	Make & Model	Supporting attached? (Yes/No)
1	ULF Magnetometer	3		
2	Gas Chromatograph for Helium Detection	3		
3	Digital Fluxgate Magnetometer (DFM)	2		

**Note:**

1. You may quote only one option against any item.
2. Power systems must be outsourced from Local market and should be of reputed brand.

**Form no. T2 (TECHNICAL MINIMUM SPECIFICATIONS)**

**Section 1 – ULF Magnetometer**

Sr. No	Parameter	Specification
<b>I. Magnetic Sensor</b>		
<b>A) Major Specifications:</b>		
1.	Frequency band of measured signals	0.001–30 Hz minimum or better
2.	Measuring range	±200nT
3.	Transformation factor	From 0.001 Hz to 1 Hz: 20xf mV/nT From 1 Hz to 30 Hz: 20 mV/nT
4.	Auxiliary output gain	20 dB
5.	Full band transformation factor error	≤3 dB
6.	Maximum output signal	± 5V
7.	Magnetic noise level at	0.01 Hz: ≤20 pT×Hz <sup>-1/2</sup> 0.1 Hz: ≤2 pT×Hz <sup>-1/2</sup> 1 Hz: ≤0.2 pT×Hz <sup>-1/2</sup> 10 Hz: ≤0.04 pT×Hz <sup>-1/2</sup>
8.	Mains interference rejection	> 60 dB
<b>B) General Specifications</b>		
1.	Power supply	± (6...15) V, ±15 mA with additional external Exide Battery (100 AH, 12 V) with each unit.
2.	Temperature range of operation	- 10 to +50°C
3.	Operation humidity	Up to 95%
4.	Length of connecting cable	Up to 200m
<b>II. Digital Data Acquisition System</b>		
<b>A) Major Specifications</b>		
1.	Number of inputs	3
2.	Frequency band	0.001–40 Hz
3.	Input signals range	- max input range: 8 Vptp - With resolution: 488 nV/bit - Min input range: 8 mVptp - With resolution: 0.488 nV/bit
4.	Full band transformation coefficient error	≤3 dB
5.	Sampling frequency of each channel	Up to 256 Hz
<b>B) General Specifications</b>		
1.	Programmable system gain	1,10,100
2.	DAS-Unit input	3 differential inputs
3.	ADC resolution	24 bit

4.	Timing	GPS Synchronized
5.	Data storage	Minimum of six months continuous data at 64 sample/sec internal/external Storage
6.	<b>Communication</b>	
6.1.	Inbuilt communication interface circuitry for provision of remote data acquisition and State-of-Health in near real time mode through V-SAT.	
6.2.	Suitable interface for computer/ laptop for parameter setting and data downloading.	
6.3.	Transmission setting should have facility to select transmission of data to remote location in continuous mode transmission for Magnetic data	
7.	<b>VSAT connectivity (Equipment should be capable to send/receive data through VSAT Connectivity also)</b>	
7.1.	Ethernet port (10/100 Base-T) supporting TCP/IP and UDP/IP	
7.2.	Compression of data before transferring to VSAT.	
7.3.	Continuous mode.	
7.4.	Duplex communication between field and both hubs	
7.5.	Extensive error correction	
7.6.	Support for off-the-shelf communication equipment	
7.7.	Appropriate cable to connect the DAS with the VSAT (RJ- 45 port)	
<p>If the bidder wants to provide Laptop to fulfill above points 5 to 7, he has to provide the laptop with the following specification:            Latest Intel i7-6500U or better processor running Windows 8.1 pro or latest with 8 GB RAM, 1 TB SSD disk, Nvidia GeoForce GTX950 M or better graphics card, Minimum - 14-inch high-definition sunlight-viewable display, 10/100 internal NIC, 4 USB slots, DVD Super MULTI drive, external charger.</p>		
8.	Software	Licensed software for monitoring and processing the Magnetometer data
<b>Note: All the above components 1 to 8 are altogether considered as Item No.1 ULF Magnetometer.</b>		

**Section 2 – Gas Chromatograph for Helium Detection**

Fast Gas Chromatographic System suitable for capillary and/or packed/micro packed columns able to mount up to 3 injectors and 3 detectors simultaneously. The system must guarantee a Retention Time Standard Deviation better than 0.0007 min. This unit is intended to operate on continuous mode for helium detection.

The system will be composed by:

Sr.No	Parameter	Specification	Qty. as a part of Item No.2
1.	<b>Base Unit</b>	Base Unit with Oven temperature 5°C above room temperature up to 500°C, without using cryogenic options. Temperature ramp rate of the Oven up to 140°C/min with at least 25 programming ramps and a cool-down rate of 5 minutes (from 450°C to 50°C).	
2.	<b>Split-Splitless injector</b>	Split-Splitless injector with Electronic Flow Control of the gases (Carrier, Split and Purge) with maximum pressure up to 120 psi, gas-saver system, maximum temperature up to 450°C and maximum injection volume up to 50 microliters. At least 25 Pressure/Flow ramps with constant/programming flow/pressure mode, pulse injection and constant linear velocity.	02
3.	<b>Heated Automatic Gas Sampling Valve</b>	Heated Automatic Gas Sampling Valve for online injection of Gases	
4.	<b>Micro TCD Detector</b>	Micro TCD Detector with Electronic Pressure control of all auxiliary gases, suitable for capillary columns, maximum temperature up to 400°C and data acquisition range up to 300Hz selectable. Detection limit of less than 0.1 ng of Butane..	02
5.	<b>Moisture Trap</b>	Moisture Trap for arresting Moisture in the Carrier Gas and sample line.	
6.	<b>Columns suitable</b>	Columns suitable Capillary Columns for analysis of Permanent Gases.	
7.	<b>Chromatography Work Station</b>	Chromatography Station, Windows based, will provide full control of the gas chromatograph and liquid sampler. The software will have data integration and calculation, automatic batch reprocessing of the analysis, customized report and Certificate of Compliance with FDA 21 CFR Part 11.	
8.	<b>Data storage</b>	Minimum of six months continuous data at 30 sample/sec internal Storage	
9.	<b>Communication</b>		
9.1.		Inbuilt communication interface circuitry for provision of remote data acquisition and State-of- Health in near real time mode through V-SAT.	
9.2.		Suitable interface for computer/ laptop for parameter setting and data downloading.	
9.3.		Transmission setting should have facility to select transmission of data to remote	

	location in continuous mode transmission for data		
10.	<b>VSAT connectivity (Equipment should be capable to send/receive data through VSAT Connectivity also)</b>		
10.1.	Ethernet port (10/100 Base-T) supporting TCP/IP and UDP/IP		
10.2.	Compression of data before transferring to VSAT.		
10.3.	Continuous mode.		
10.4.	Duplex communication between field and both hubs		
10.5.	Extensive error correction		
10.6.	Support for off-the-shelf communication equipment		
10.7.	Appropriate cable to connect the DAS with the VSAT (RJ- 45 port)		
11.	<b>Software</b>	Licensed software for monitoring and processing the data	
<b>Note: All the above components 1 to 11 are altogether considered as Item No.2 Gas Chromatograph for Helium Detection.</b>			

**Section 3 – Digital Fluxgate Magnetometers**

<b>Specifications</b>	<b>ISR Requirements</b>
Sensor(FGM)	Tri axial DFM suspended system
No of axis	3
Analog output	+/-4V or better
Dynamic range	100-1000nT/Volt or better
Resolution	0.05nT or better
Sampling rate	1-10Hz user selectable
Noise	$\leq 15\text{pT}/\sqrt{\text{Hz}}$ at 1 Hz
Compensation field range	+/-63000nT
Long-time drift	$\leq 5\text{nT}/\text{years}$
Temp. coeff. of sensor	$\leq 0.25\text{nT}/^\circ\text{C}$
Temp. Coeff. of electronics	$\leq 0.1\text{nT}/^\circ\text{C}$
Power requirements	12V DC
Operating temperature	0-70°C
<b>Fluxgate Electronics (FGE)</b>	
ADC resolution	24 bit independent digitizer for each of three channels
Additional channels	Five for supplementary data
Input ranges	$\pm 4\text{V}$ and $\pm 2.5\text{V}$ or better using programmable gains on each channel
Sampling modes	Continuous, Triggered mode and single record as per user request mode
Input power	9 to 16 V
Power consumption	200 mA at 12 V(maximum)
Output	USB, RJ-45 and RS-485 port
<b>Data Acquisition System (DAS)</b>	
Data Acquisition System should not have any multiplexing and inter channel-delay	
Input impedance	200 kOhm or lower
linearity range	$\pm 0.003\%$ of full-scale range or better
Power Voltage	12 VDC (+-10%)
Power consumption	5-15 Watts (6 to 7 Watts at normal load)
GPS Timing	Built-in GPS for GPS time synchronization and for real-time time stamping of data records coming on RS232 and RS485 peripheral ports. GPS antenna
No of ports	SD-flash, RS-232, GPS. Input, Output
Protection	Hardware watchdog, auto start on power.
Computer	Dual-Core Intel® Atom™ processor based industrial computer with 1 GB or more RAM and 4GB or higher capacity industrial grade SLC-type internal SSD drive.
Casing, size and weight	Aluminum casing, Small size and Low weight
<b>Note: All the above components are altogether considered as Item No.3 Digital Fluxgate Magnetometer.</b>	

**SECTION III**

**Form no. F1 – FINANCIAL BID FORMAT**

**Section 1: ULF Magnetometer**

1	2	3	4	5					6	7	8
Sr. No.	Item	Country of origin	Quantity & unit	Price for each Unit					Unit price  (INR/ USD/ EURO /CAD)	Total Price  (INR/ USD/ EURO /CAD)	GST if contract is awarded (INR)
				a	b	c	d	e	a+b+c+d+e	4x6	
				Ex-factory, Ex-Showroom, Off the shelf	Excise Duty, and any other taxes if any	Packing & forwarding	Inland transportation, insurance, local incidental cost etc.	Installation & Demonstration of satisfactorily working at purchaser site			
1.	ULF Magnetometer		03								

**Note:**

1. In case of discrepancy between unit price and total price, unit price shall prevail.
2. L1 will be considered as per total price mentioned in column 7(i.e. excluding Total Sales and other Taxes mentioned in column 8).
3. The Installation will be done by the respective bidders at sites in Kutch selected by ISR; Testing of workability of the instruments for continuous operation for 7 days is required at sites in Kutch selected by ISR.
4. RBI rates (closing) of currency conversion will be taken. Date of opening of price bid will be considered.



**Section 2: Gas Chromatograph for Helium Detection**

1	2	3	4	5					6	7	8
Sr. No.	Item	Country of origin	Quantity & unit	Price for each Unit					Unit price  (INR/ USD/ EURO /CAD )	Total Price  (INR/ USD/ EURO /CAD)	GST if contract is awarded (INR)
				a	b	c	d	e	a+b+c+d+e	4x6	
				Ex-factory, Ex-Showroom, Off the shelf	Excise Duty, and any other taxes if any	Packing & forwarding	Inland transportation, insurance, local incidental cost etc.	Installation & Demonstration of satisfactorily working at purchaser site			
1.	Gas Chromatograph for Helium Detection		03								

**Note:**

1. In case of discrepancy between unit price and total price, unit price shall prevail.
2. L1 will be considered as per total price mentioned in column 7(i.e. excluding Total Sales and other Taxes mentioned in column 8).
3. The Installation will be done by the respective bidders at sites in Kutch selected by ISR; Testing of workability of the instruments for continuous operation for 7 days is required at sites in Kutch selected by ISR.
4. RBI rates (closing) of currency conversion will be taken. Date of opening of price bid will be considered.

**Section 3: Digital Fluxgate Magnetometer (DFM)**

1	2	3	4	5					6	7	8
Sr. No.	Item	Country of origin	Quantity & unit	Price for each Unit					Unit price  (INR/ USD/ EURO /CAD)	Total Price  (INR/ USD/ EURO /CAD)	GST if contract is awarded (INR)
				a	b	c	d	e	a+b+c+d+e	4x6	
				Ex-factory, Ex-Showroom, Off the shelf	Excise Duty, and any other taxes if any	Packing & forwarding	Inland transportation, insurance, local incidental cost etc.	Installation & Demonstration of satisfactorily working at purchaser site			
1.	Digital Fluxgate Magnetometer (DFM)		02								

**Note:**

1. In case of discrepancy between unit price and total price, unit price shall prevail.
2. L1 will be considered as per total price mentioned in column 7(i.e. excluding Total Sales and other Taxes mentioned in column 8).
3. The installation will be done by ISR at respective sites; only testing of workability of the instruments for continuous operation for 7 days is required at ISR, Gandhinagar.
4. RBI rates (closing) of currency conversion will be taken. Date of opening of price bid will be considered.

## Annexure – I

### Draft consortium Agreement

(To be submitted on Rs. 100 stamped paper duly signed by the consortium member)

This Consortium Agreement is made on \_\_\_\_\_ between:

\_\_\_\_\_, a company incorporated under the laws of \_\_\_\_\_, having offices registered at \_\_\_\_\_, hereinafter referred as a Prime bidder, who will be responsible for execution of the complete project and comply with all terms & conditions of the bid.

AND

\_\_\_\_\_, a company incorporated under the laws of \_\_\_\_\_, having offices registered at \_\_\_\_\_, hereinafter referred as "Consortium partner" which expression shall include its successors and assigns.

WHEREAS, \_\_\_\_\_ is a leading manufacturer and supplier of \_\_\_\_\_ and has to its credit, successful execution of many projects both in \_\_\_\_\_ and abroad in the said field.

WHEREAS \_\_\_\_\_ is a leading global/Indian provider of \_\_\_\_\_.

AND WHEREAS the Gujarat Informatics Limited, (hereinafter referred to as "GIL"), has invited bid against tender bearing no: Tender No. \_\_\_\_\_, hereinafter referred to as "Bid" for a "Bid for \_\_\_\_\_"

Now, therefore, it is agreed between the Parties as under:

1. \_\_\_\_\_ and \_\_\_\_\_ will participate on a mutually exclusive basis in the above-mentioned Bids with \_\_\_\_\_ acting as Prime bidder and \_\_\_\_\_ as Consortium partner (and as a subcontractor to \_\_\_\_\_ in delivering the Project). During the Term of this Consortium Agreement and such extended period mentioned in clause 2 herein below. \_\_\_\_\_ and \_\_\_\_\_ shall not enter into any teaming arrangements with any other party for any component of the Bids covered under this Consortium Agreement.
2. the term ("Term") of this Consortium Agreement shall commence on the date of signing of this Consortium Agreement (the "Effective Date") and unless subject to prior termination under the terms of clause 10 below, the Term shall be as follows: (a) If pursuant to the Bids \_\_\_\_\_ is notified that it has not been awarded the Project, then on the date of such notification this Consortium Agreement will terminate. (b) If pursuant to the Bids \_\_\_\_\_ is notified that it has been awarded the Project, then this Consortium Agreement will terminate on the date of execution of contracts agreed by the Parties for Delivery of the Project (the "Project Delivery Contracts"). From the date of execution of the Project Delivery Contracts, the terms of those Project Delivery Contracts will supersede and



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prevail over this Consortium Agreement. All obligations hereunder shall only apply during the Term of this Consortium Agreement and to such obligations and commitments in relation to the Bids, as may have been undertaken by the Prime bidder and consortium partner during the Term.

3. Roles and responsibility of Prime Bidder:

Roles and responsibility of Consortium Bidder:

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

\_\_\_\_\_ and \_\_\_\_\_ hereby agree that we shall be bound by the terms of this Consortium Agreement and abide by all applicable laws throughout the Terms. Further we agree that any of consortium member cannot participate as a member of any other consortium or apply in its individual capacity for this Project. The composition of consortium shall not be changed during bidding or period of contract including implementation and operation of this project.

4. Each Party shall only be liable for direct damages arising from its own actions during the Bid, and liability for such direct damages shall be capped at the reasonable costs incurred by the other Party in preparing the Bids. Neither Party shall be liable for indirect or consequential losses of any kind.
5. \_\_\_\_\_ and \_\_\_\_\_ agree to keep confidential all information shared with each other and disclose to third party only after taking prior written consent of each other. This clause excludes information available in public domain. The confidentiality provisions of this Consortium Agreement shall remain in full force and effect during the term of this Consortium Agreement and 24 months thereafter.
6. Nothing in this Consortium agreement shall constitute, create or give effect or recognize a JV, partnership or business entity of any kind.
7. This Consortium Agreement shall be construed and governed by the laws of \_\_\_\_\_ and \_\_\_\_\_ and the Parties hereby submit to the exclusive jurisdiction of the Courts of Law of \_\_\_\_\_.
8. Any matter, which is not stipulated in the Consortium Agreement, shall be settled in good faith by discussion between the Parties in the spirit of understanding and cooperation.
9. All disputes or differences whatsoever arising between the Parties regarding this Consortium Agreement shall be mutually settled by way amicable discussions. If amicable discussions fail between the respective representatives of the Parties, the matter shall be escalated to the chief executives of each of the Parties for resolution.
10. During its Term, the Consortium Agreement will be terminated in the event of
  - GIL terminating the tender process.
  - \_\_\_\_\_ not selected by GIL
  - Bankruptcy proceedings being initiated against one of the Parties

- Mutual agreement of the Parties
  - Either Party being in breach of any applicable law, and/or committing any act of bribery, fraud, serious misconduct or dishonesty in connection with the Bids
  - Either Party being in material breach and, if the breach is capable of remediation, then failing to remediate the breach within ten (10) days of notification given in writing by the non-breaching Party.
11. Notices and other communications under this Consortium agreement shall be in writing and communicated through post, courier, fax, email or any other recognized mode of such communication. All such notices and communications shall be directed to the address as mentioned in the Consortium Agreement.
  12. By signing this Consortium Agreement, the Parties acknowledge that it correctly records the understanding they have reached with regard to the Bids.
  13. This Consortium Agreement supersedes all previous conditions, understandings, commitments, agreements or representations whatsoever whether oral or written relating to the subject matter of this Consortium Agreement and constitutes the entire agreement between the Parties relating to its subject matter.

We have read and understood the entire tender document and agree with all the terms and conditions stated in the bid. We agree that the purchase order will be issued to prime bidder. The performance bank guarantee will have to be submitted by the prime bidder and the payment will be released to prime bidder

(For \_\_\_\_\_)

(For \_\_\_\_\_)

Signature:

Signature:

Name:

Name:

Designation:

Designation:

Date:

Date:

Witness:

Witness:

**Annexure-II**

Declaration on letter head from prime bidder: M/S (Name of Company) as follows:

To,  
DGM (Tech.)  
Gujarat Informatics Ltd.  
Block-2, 2nd Floor, Sector 10A,  
Karmyogi Bhavan, Gandhinagar.

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

**Ref.:** Bid for Purchase of ULF Magnetometer, Gas Chromatograph for Helium Detection & Digital Fluxgate Magnetometer (DFM) instruments on behalf of Institute of Seismological Research, Gandhinagar, Department of Science & Technology, Govt. of Gujarat (Tender No.: HWT200220613)

Sir,

With reference to above referred Tender No.: HWT200220613 published by GIL on behalf of ISR, Gandhinagar; we hereby declare that for the quoted Bid for Purchase of ULF Magnetometer, Gas Chromatograph for Helium Detection & Digital Fluxgate Magnetometer (DFM) instruments on behalf of Institute of Seismological Research, Gandhinagar, Department of Science & Technology, Govt. of Gujarat (Tender No.: HWT200220613) on behalf of us (Prime Bidder: M/S (**Name of Company**), our Consortium Partner M/S (**Name of Company**) has submitted EMD in the form of BG. Vide no. \_\_\_\_\_ dated \_\_\_\_\_ valid till \_\_\_\_\_. In case of our (Prime bidder: **Name of Company**.) nonperformance during execution of the project; we allow M/s GIL to invoke BG submitted by Consortium Partner: M/S (**Name of Company**) as a EMD.

Thanking you,

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020

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

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

Duly authorized to sign bid for and on behalf of

\_\_\_\_\_

**Note:** This form should be signed by authorized signatory of Prime Bidder: M/S (**Name of Company**).

**Annexure-III**

(3) Declaration on letter head from Consortium Partner: **M/S (Name of Company)**, as follows:

To,  
**DGM (Tech.)**  
**Gujarat Informatics Ltd.**  
**Block-2, 2nd Floor, Sector 10A,**  
**Karmayogi Bhavan, Gandhinagar.**

**Subject: Declaration from Consortium Partner: M/S \_\_\_\_\_.**

**Ref.:** Bid for Purchase of ULF Magnetometer, Gas Chromatograph for Helium Detection & Digital Fluxgate Magnetometer (DFM) instruments on behalf of Institute of Seismological Research, Gandhinagar, Department of Science & Technology, Govt. of Gujarat (Tender No.: HWT200220613)

Sir,

With reference to above referred Tender No.: HWT200220613 published by GIL on behalf of ISR, Gandhinagar; we hereby declare that for the quoted Bid for Purchase of ULF Magnetometer, Gas Chromatograph for Helium Detection & Digital Fluxgate Magnetometer (DFM) instruments on behalf of Institute of Seismological Research, Gandhinagar, Department of Science & Technology, Govt. of Gujarat (Tender No.: HWT200220613) on behalf of Prime Bidder: **M/S (Name of Company)**., we **M/S (Name of Company)** being a Consortium Partner of prime bidder: **M/S (Name of Company)** has submitted EMD in the form of BG. Vide no. \_\_\_\_\_ dated \_\_\_\_\_ valid till \_\_\_\_\_.

In case of Prime bidder's (**M/S (Name of Company)**.) nonperformance during execution of the project; we allow M/s GIL to invoke BG submitted by us consortium Partner: (**Name of Company**) as a bid.

Thanking you,

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020

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

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

Duly authorized to sign bid for and on behalf of

\_\_\_\_\_

**Note: This form should be signed by authorized signatory of Consortium Partner: M/S (Name of Company).**



**Draft OEM consent letter**  
(OEM consent letter on OEM letter head)

Manufacturer's Name:

Manufacturer's Address:

Supplied Item's under Tender No. \_\_\_\_\_

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Equipment Make and Model:

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I, the undersigned, hereby providing consent on behalf of (Manufacturer's Name) \_\_\_\_\_ in capacity of (Designation) \_\_\_\_\_ under the Tender No. \_\_\_\_\_ that the equipment specified above will get support and warranty during the warranty period as mention in the said tender and further; provided equipment will not get end of support with necessary component for next 05 years from the date of submission of bid.





## Performa of Compliance letter/Authenticity of Information Provided

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

Date:

To,  
DGM (Tech.)  
Gujarat Informatics Ltd.  
Block-2, 2<sup>nd</sup> Floor, D-Wing,  
Karmayogi Bhavan, Sector-10A,  
Gandhinagar - 382010.

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

**Ref: Tender No. HWT200220613**

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 **17.03.2020**

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 \_\_\_\_\_ 2020

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

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

Duly authorized to sign bid for and on behalf of

\_\_\_\_\_

**Note: This form should be signed by authorized signatory of bidder/prime bidder in case of consortium**

## Annexure A

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

Ref:

Bank Guarantee No.

Date:

To,

**DGM (Technical)**

**Gujarat Informatics Ltd.**

Block-2, 2<sup>nd</sup> Floor, D-Wing,

Karmayogi Bhavan, Sector-10A,

Gandhinagar – 382010, Gujarat.

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the Tender no: HWT200220613 for Purchase of ULF Magnetometer, Gas Chromatograph for Helium Detection & Digital Fluxgate Magnetometer (DFM) instruments on behalf of Institute of Seismological Research, Gandhinagar, Department of Science & Technology, Govt. of Gujarat. KNOW ALL MEN by these presents that WE -----

----- having our registered office at ----- (hereinafter called "the Bank") are bound unto the \_\_\_\_\_, Gujarat Informatics Limited in the sum of ----- for which payment well and truly to be made to Gujarat Informatics Limited, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this ----- day of ----- 2020.

#### **THE CONDITIONS of this obligation are:**

1. The E.M.D. may be forfeited:
  - a. if a Bidder withdraws its bid during the period of bid validity
  - b. Does not accept the correction of errors made in the tender document;
  - c. In case of a successful Bidder, if the Bidder fails:
    - (i) To sign the Contract as mentioned above within the time limit stipulated by purchaser or
    - (ii) To furnish performance bank guarantee as mentioned above or
    - (iii) If the bidder is found to be involved in fraudulent practices.
    - (iv) If the bidder fails to submit the copy of purchase order & acceptance thereof.

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

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

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHASER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or



**GUJARAT INFORMATICS LIMITED**

**BLOCK NO.-2, 2<sup>nd</sup> FLOOR, D-Wing, Karmayogi Bhavan, SECTOR-10A, GANDHINAGAR**

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 \_\_\_\_\_ 2020.

\_\_\_\_\_

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/10/2019/50/DMO dated 01.11.2019 ([https://financedepartment.gujarat.gov.in/Documents/DMO\\_2317\\_01-Nov-2019\\_375.pdf](https://financedepartment.gujarat.gov.in/Documents/DMO_2317_01-Nov-2019_375.pdf)) issued by Finance Department or further instruction issued by Finance department time to time.**



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

(To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.

Date:

To

Name & Address of the Purchaser/Indenter

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

Dear Sir,

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

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



**GUJARAT INFORMATICS LIMITED**

**BLOCK NO.-2, 2<sup>nd</sup> FLOOR, D-Wing, Karmayogi Bhavan, SECTOR-10A, GANDHINAGAR**

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

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

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

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
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/10/2019/50/DMO dated 01.11.2019**

**([https://financedepartment.gujarat.gov.in/Documents/DMO\\_2317\\_01-Nov-2019\\_375.pdf](https://financedepartment.gujarat.gov.in/Documents/DMO_2317_01-Nov-2019_375.pdf)) issued by Finance Department or further instruction issued by Finance department time to time.**



## CONTRACT FORM

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_, 2020 \_\_\_\_ 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 \_\_\_\_\_