



**GUJARAT INFORMATICS LIMITED**

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Sector - 10 A, Gandhinagar – 382010, Gujarat.  
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**Bid for Temporary setup of Connectivity & Networking  
for various government events on behalf of Department  
of Science & Technology, Govt. of Gujarat.  
Tender No. HWT240519544**

Pre bid Meeting	: 04.06.2019 at 1500 hours at GIL
Last Date of Submission of Bid	: 14.06.2019 till 1500 hours
Last Date of Submission of Bid Processing Fees & EMD	: 14.06.2019 till 1500 hours
Date of Opening of Bid	: 14.06.2019 at 1700 hours

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

Gujarat Informatics Limited (hereinafter referred to as “GIL”), on behalf of Department of Science & Technology, Govt. of Gujarat (hereinafter referred to as “PURCHASER”) intend to invite offers through e-Tendering route for Temporary setup of Connectivity & Networking for various government events on behalf of Department of Science & Technology, Govt. of Gujarat. (Tender no. HWT240519544).

### **Eligibility Criteria for the bidder:**

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- 1 **Company registration:** Copy of company incorporation / registration certificate of the firm.
- 2 **Financial Turnover:** The bidder should have a total sum of turnover of Rs. 3 Crore (Minimum) in the last three financial years. The copies of Audited Annual Accounts / Balance Sheet along with Profit & Loss Account for last three financial years (i.e. 2015-16, 2016-17 & 2017-18) shall be attached along with the bid. **(Form no. E-1)**
- 3 The bidder must have one office in Gujarat. Please attach the copies of any of the following: Property Tax Bill of last year / Electricity Bills of last one year / Telephone Bills of last one year / VAT Registration / CST Registration/GST Registration / Valid Lease Agreement. **(Form no. E-2). In case, bidder does not have office in Gujarat, bidder should give undertaking to open office in Gujarat within 45 days from the date of purchase order.**
- 4 The bidder should be a IT System Integrator, who must have at least installed minimum 10 LAN / WAN projects, out of which, 5 projects should be of minimum 80 nodes installed and operational during the last 5 years as on bid submission date. Copies of Purchase orders and Certificates of Successful Completion from Customer should be submitted. Experience details should be given in the **(Form no. E3)**
- 5 The Bidder should have 15 skilled engineers / Manpower with minimum 2 Years’ experience. Bidders needs to provide the detail of on/off-roll Manpower i.e. educational qualifications, experience and P.F. no./ ESIC no. along with the projects they have handled should be provided with the bid. **(Form-E4)**

#### **Note:**

- A. Bidders who wish to participate in this bid will have to register on <https://gil.nprocure.com>. Further bidders who wish to participate in online bids will have to procure Digital Certificate as per Information Technology Act 2000 using which they can sign their electronic bids. Bidders can procure the same from (n) code solutions – a division of GNFC Ltd., or any other agency licensed by Controller of Certifying Authority, Govt. of India. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.
- B. The Bidder must attach valid documents in support to their Technical and Financial capabilities/strength, as mentioned above. Without proper supporting documents, the Bid proposals are liable to be rejected.
- C. Performa of Compliance letter/Authenticity of Information Provided as per (Annexure: II) to be submitted along with the EMD & Bid Processing Fees in Original On Non judicial Stamp paper of Rs. 100 duly attested by the First class Magistrate/Notary Public.

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

- 1 The last date of submission of bid on the website <https://gil.nprocure.com> is 14.06.2019 till 1500 hours. **No physical bids will be accepted under normal circumstances.** However, GIL reserves the right to ask the bidders to submit the bid and/or any other documents in physical form.
- 2 The bid is non-transferable.

- 3 The Bidder shall bear all the costs associated with the preparation and submission of its bid, and GIL in no case will be responsible or liable for these costs, regardless of conduct or outcome of bidding process.
- 4 The bidder has to submit the compliance letter on its letterhead duly signed by the authorized signatory & other supporting documents as asked for in the bid. Failing to submit the same or non-compliance/deviation from any bid terms and conditions, eligibility criteria or technical specifications may result in rejection of the bid.
- 5 The Bidder has to examine all instructions, forms, terms, conditions and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
- 6 Amendment of Bidding Documents (Corrigendum)
  - 6.1 At any time prior to the deadline for submission of bids, GIL may, for any reason, whether its own initiative or in response to the clarification request by a prospective bidder, modify the bidding documents.
  - 6.2 The corrigendum will be published on website [www.gil.gujarat.gov.in](http://www.gil.gujarat.gov.in) & <https://gil.nprocure.com>.
  - 6.3 In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids GIL, at its discretion, may extend the deadline for the submission of bids.
- 7 Bid Currency – Prices shall be quoted in Indian Rupees only.
- 8 The Bidder will have to remit **Nonrefundable Bid Processing Fees of Rs. 5,900/- (Including G.S.T.) & refundable Earnest Money Deposit (E.M.D.) of Rs. 1,00,000/-** on or before the date & hours of submission of bid (**i.e. 14.06.2019 up to 1500 Hrs**) in a sealed cover at GIL office with the heading "Bid Processing fees & EMD for the e-Tender No. HWT240519544 for "Bid for Temporary setup of Connectivity & Networking for various government events on behalf of Department of Science & Technology, Govt. of Gujarat."
  - 8.1 Bid Processing fees and E.M.D. must be in the form of Demand Draft in the name of "Gujarat Informatics Ltd." payable at Gandhinagar along with the covering letter.
  - 8.2 EMD shall be submitted in the form of Demand Draft OR in the form of an unconditional Bank Guarantee (**which should be valid for 6 months from the last date of bid submission**). Approved Bank: All Nationalized Bank including the public sector bank or Private Sector Banks or banks (operating in India having branch at Ahmedabad/Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 issued by Finance Department or further instruction issued by Finance department time to time. It must be in the name of "Gujarat Informatics Ltd." payable at Gandhinagar (in the format specified in **Annexure A**) and must be submitted along with the covering letter.
  - 8.3 Please affix the stamp of your company on the overleaf of demand draft.
  - 8.4 Failing to submit physical covers of EMD and bid processing fees at GIL on or before **14.06.2019 up to 1500 Hrs** may lead to the rejection of the bid.
- 9 In case of non-receipt of Bid Processing fees and EMD as mentioned above within prescribed time the bid will be rejected by GIL as non-responsive.
- 10 Unsuccessful/disqualified bidder's E.M.D. will be returned as promptly as possible after the expiration of the period of bid validity OR upon the successful Bidder signing the Contract, and furnishing the Performance Bank Guarantee prescribed by GIL/DST, whichever is earlier.
- 11 In exceptional circumstances, GIL may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse

the request without forfeiting its E.M.D. A Bidder granting the request will not be permitted to modify its bid.

**12 PERFORMANCE GUARANTEE:**

**12.1** Initially the Bidder will have to submit **performance bank guarantee of Rs. 5 Lakhs** within 15 days from the date of issue of work order/Lol. In addition to that, **if total work order exceeds Rs. 50 Lakhs then bidder will have to submit additional PBG in consultation with DST/GIL/TPA/GoG.**

The performance guarantee will be in the form of bank guarantee towards faithful performance of the contract obligation, and performance of bidder. In case of poor and unsatisfactory field services, GoG/user department shall invoke the PBG.

**12.2** In any case, bidder is required **to maintain PBG** at all time during the period of contract. In case of any penalty claimed from the submitted PBG during the contract period, the successful bidder is required to submit the additional PBG of the amount equal to the penalty claimed for the duration up to the validity of original Bank Guarantee.

**12.3** The Performance Guarantee shall be valid for a period of 180 days beyond Contract period and shall be denominated in Indian Rupees and shall be in the form of an unconditional Bank Guarantee issued by All Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative & Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 issued by Finance Department or further instruction issued by Finance department time to time in the format provided by GoG to be submitted Within 15 days from the date of issue of work order/Lol.

**12.4** The Performance Guarantee shall be discharged by GoG and returned to the Vendor within 30 days from the date of expiry of the Performance Bank Guarantee.

**12.5** No interest shall be payable on the BG amount. The Tenderer may invoke the above bank guarantee for any kind of recoveries, in case, the recoveries from the bidder exceed the amount payable to the bidder.

**13** Successful bidders will have to sign the contract upon receiving the Purchase order with the purchaser(s) within 15 working days from the date of Purchase order. **(The draft of the Contract form is attached herewith)**

**14** The successful Bidder's E.M.D. will be returned upon the Bidder signing the Contract, and furnishing the Performance Bank Guarantee.

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

(a) if a Bidder withdraws its bid during the period of bid validity

(b) In case of a successful Bidder, if the Bidder fails:

(i) To sign the Contract as mentioned above or

(ii) To furnish performance bank guarantee as mentioned above or

(iii) If the bidder is found to be involved in fraudulent practices.

(v) To submit the Performance Bank Guarantee & sign the Contract Form within prescribed time limit, the EMD of the successful bidder will be forfeited. GIL also reserves the right to blacklist such bidder from participating in future tenders if sufficient cause exists.

**16** Termination for Default:

- 16.1 The Tenderer 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 tenderer will terminate the Contract in whole or part after.
- 16.2 if the bidder fails to deliver any or all of the Goods as per the timeline defined in the Contract/Purchase order from the date of purchase order, or within any extension thereof granted by the tenderer or GoG.
- 16.3 if the Bidder fails to perform any other obligation(s) under the Contract/Purchase order.
- 16.4 If the Bidder, in the judgment of the tenderer 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 tenderer, 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 tenderer of the benefits of free and open competition;”
- 16.5 In the event the tenderer terminates the Contract in whole or in part, the tenderer 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 tenderer for any excess costs for such similar Goods or Services. However, the Bidder shall continue the performance of the Contract to the extent not terminated.
- 17 Price shall be inclusive of all freight, forwarding, transit insurance and installation/demonstration charges at end location.
- 18 The prices shall strictly be submitted in the given format. Quoted prices shall be inclusive of all taxes except GST. Deduction at source towards GST will be made as per the norms and the statutory order of government. The tax components like GST as applicable shall be mentioned separately in the respective columns.
- 19 Late Bids – The bidder will not be able to submit the bid after final submission date and time.
- 20 Modification and Withdrawal of Bids
- 20.1 No bids will be allowed to be modified subsequent to the final submission of bids.
- 20.2 No bid will be allowed to withdrawn in the interval between the deadline for submission of bids and the expiry of the bid validity. Withdrawal of a bid during this interval will result in the forfeiture of bidder’s E.M.D.
- 21 Bids will be opened with the buyer’s private digital key in the presence of Bidder’s representatives, who choose to attend. The Bidder’s representatives who are present shall sign a register/attendance sheet evidencing their attendance. The representative will be held responsible for all commitments made on behalf of the bidder and that will be considered valid for all further dealings related to this tender process. In the absence of the bidder(s), the tender committee may choose to open the bids as per the prescribed schedule.
- 22 The Bidder’s names, Bid modifications or withdrawals, discounts and the presence or absence of relevant E.M.D. and such other details as GIL/GOG officer(s) at their discretion, may consider appropriate, will be announced at the opening.

**23 Evaluation of the Bids:**

- 23.1 After the closing time of submission, GIL/GOG committee will verify the submission of Bid Processing Fees & EMD as per bid terms and conditions.
  - 23.2 Un-priced Bid documentation shall be evaluated in two steps.
  - 23.3 Firstly, the documentation furnished by the Bidder will be examined based on the following criteria:
    - I. Compliance to bid document
    - II. Evaluation of Eligibility Criteria & Technical Bid document (The bidder shall provide details in the bid)
    - III. Experience in handling such projects (the bidder shall provide information in the BID)
  - 23.4 In the second step, GoG may ask Bidder(s) for additional information, demonstration of the equipments, field testing of the equipments offered to check compatibility with the existing IT infrastructures, visit to Bidders site and/or arrange discussions with their professional, technical faculties to verify claims made in Unpriced Bid documentation.
  - 23.5 Priced Bid: Priced Bids will be opened only if the bids are technically qualified and fulfill the Eligibility Criteria. GoG may at its discretion discuss with Bidder(s) available at this stage to clarify contents of Priced Bid.
- 24 As per the provision in Electronics & IT/ITeS Start-up Policy Resolution No. ITS/10/2015/5284/IT dated 6th June, 2016 issued by Department of Science & Technology; in e-Governance project undertaken by Government Departments or its Boards, Corporations or parastatal bodies getting grants from the Government, the chosen solution provider or system integrator will pass on job work or will outsource part of the work of a value ranging between 5% to 10% of the contract value to the eligible start-ups and to students of shortlisted Technical Colleges in Gujarat. In such arrangements, the responsibility of meeting SLAs (Service Level Agreements) will continue to belong to the solution provider or the system integrator.
- 25 **The bidder will have to offer the inspection/Testing of the proposed solution at event location as per the time line defined in the manner as decided by GIL/DST/GoG** at the respective site/s. Any deviation found in the specification of the produced goods or delivered goods after inspection/Testing of the proposed solution from the tender specifications 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/demonstrate the ordered goods within prescribed time limit.
- 26 The indenter's right to inspect, test and, where necessary, reject the Goods after the Goods arrival at the respective site/s 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.
- 27 **Event locations will be across the Gujarat state.**
- 28 In case of successful bidder is found in breach of any condition(s) of bid or supply order/work order, at any stage during the course of supply / installation, the legal action as per rules/laws, shall be initiated against the successful bidder and EMD/PBG shall be forfeited, besides debarring and blacklisting the bidder concerned for the time period as decided by Govt., for further dealings with GoG.
- 29 Bid validity will be of **365 days after the date of financial bid opening**. A bid valid for shorter period shall be rejected as non-responsive. **If required, GIL/DST may extend the bid validity for**



**further period of 1 year from the date of expiry of bid validity in consultation with the successful bidder.**

30 Bidders are required to quote all items. Incomplete bids will be treated as non-responsive and will be rejected.

31 **Scope of Work:**

31.1 **General Scope of Work:**

31.1.1 **Bidder** to provide turnkey based solution which includes connectivity & networking based on the requirement.

31.1.2 Bidder will be provided with required access, power at each location. It will be responsibility of bidder to extend electrical power at each site as per requirement.

31.1.3 Bidder needs to ensure 100 % availability of services and manpower at required location, failing which operational penalties will be levied.

31.1.4 **Bidder to carry out the necessary coordination with all stake holder and site survey as per timeline of the event and requirement of the DST/GoG.**

31.1.4.1 **Bidder will be responsible for creation of temporary link/s on turnkey basis for broadcasting/webcasting/video conferencing or any other purpose of various government events on behalf of Department of Science & Technology, Govt. of Gujarat.**

31.1.4.2 **Ownership of the link will rest with the bidder and bidder needs to remove entire setup upon completion of the said event.**

31.1.4.3 **Bidder to work in coordination with DCO (District Coordination Officer), GSWAN (O&M) operator & TPA.**

31.1.4.4 **Bidder to provide redundant connectivity with separate route from source point to event uplink terminating point in case of VVIP event. Generally, 20-25 such events take place in a year.**

31.1.5 The minimum requirement of manpower per event location is given below:

S/N	Designation	Nos	Locations
1	Network Cum Operation Manager	1	Network room or at assigned place by DST/GoG official at Event location
2	Coordinator Cum Network engineer	1	Event location or to be decided by GoG/DST official at the time of event or pre testing.

31.1.5.1 The bidder has to ensure that appropriate qualified manpower with requisite skill sets is deputed at the event location defined in the above table. The bidder shall depute the resources as per the requirements for carrying out the O&M Activity and maintaining the SLA.

31.1.5.2 This is minimum indicative list of resources and based on actual requirements, the bidder may deploy any number of resources to meet the SLA.

31.1.5.3 The TENDERER shall not pay any cost for additional resources required to operate, maintain, monitor & manage the SLA. In case support staff is not available or is on leave, the bidder is required to

provide the alternative personnel with same or higher technical capabilities of the non-available personnel.

31.1.5.4 The bidder shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and for all costs / charges in connection thereof.

31.1.5.5 The bidder shall provide and deploy manpower for carrying out the work, only those manpower resources who are skilled and experienced in their respective trades and who are competent to execute or manage / supervise the work in a proper and timely manner as per the RFP.

31.1.5.6 The bidder shall maintain backup personnel and shall promptly provide replacement of every person removed pursuant to this section with an equally competent substitute from the pool of backup personnel.

31.1.5.7 In case of change in its team composition owing to attrition the Successful Bidder shall ensure a reasonable amount of time-overlap in activities to ensure proper knowledge transfer and handover/takeover of documents and other relevant materials between the outgoing and the new member.

31.1.5.8 Bidder needs to ensure that Manpower deployed at site are working with necessary safety precautions. GOG will not be responsible for any damages due to lack of safety measures.

31.1.5.9 Sufficient Manpower needs to be deployed prior to event for supply, installation and commissioning. Also during event bare minimum manpower needs to be available standby at the event for any exigency.

31.1.5.10 Bidder are required to perform end to end testing prior to event.

31.1.6 **The site should be made ready 24 hours before the event timing.** Any delay due to lack of resource or efficiency from the agency will lead to penalty as defined.

31.1.7 Any unavailability of services due to work carried out by bidder will lead to **penalty.**

31.1.8 Event being temporary in nature, bidder needs to collect all the inventory installed at site on time, GOG will not be liable for any damages or loss in collection of the items installed at the location.

31.1.9 **Bidder to provide list of manpower well in advance for smooth entry at event location before and at the time of actual event to carry out the assigned work.**

31.1.10 **Bidder to take follow up and necessary coordination with entry pass issuing agency in coordination with DST/GoG official.**

## 31.2 **Connectivity & Networking:**

31.2.1 Bidder to provide turnkey based solution to connect Point A (PoP location) to Point B (to the termination point on network equipment at the event location) on fibre cable by laying of Buried Optical Fiber Cable and/or Aerial Optical Fiber Cable or through RF as per the survey and requirement.



- 31.2.2 Bidder to provide redundant connectivity with separate route from source point to event uplink terminating point in case of VVIP event. Generally, 20-25 such events take place in a year. **If redundant connectivity is sought, then invariably one such link will be on OFC and other such link will be on RF.**
- 31.2.3 The requirement comprises of supply, installation and maintenance of link over the fibre and/or RF link, labour charges and related equipment at both end along with necessary structure, accessories, active & passive cabling, etc.
- 31.2.4 **Throughput:** The link established by the bidder should be able to deliver minimum throughput of 100 mbps.
- 31.2.4.1 The throughput will be measured at least 1 time on a random basis or on basis of complaint post the successful testing of the link by DST/GIL/TPA/GSWAN (O&M) Agency or any other designated agency.
- 31.2.4.2 In case of throughput fails below guaranteed level DST/GIL will impose the penalty of Rs. 5,000/- per instance per link, subject to maximum 20% payment of the ordered value.
- 31.2.5 **Latency:** Average latency should not be more than 30 ms to the gateway.
- 31.2.5.1 The latency will be measured at least 1 time on a random basis or on basis of complaint post the successful testing of the link by DST/GIL/TPA/GSWAN (O&M) Agency or any other designated agency.
- 31.2.5.2 In case of latency fails above guaranteed level DST/GIL will impose the penalty of Rs. 5,000/- per instance per link, subject to maximum 20% payment of the ordered value.
- 31.2.6 **In case of RF link:**
- 31.2.6.1 The RF link includes supply and installation of radios at both (base and remote) location along with all the necessary components like Antennas, mounting structure (pole/Mast), clamps, cables(active/Passive), lightening arrester, earthing, aviation lamp, etc.
- 31.2.6.2 The distance between the Point A (PoP location) and Point B (to the termination point on network equipment at the event location) may vary from 0 km to 30 kms.
- 31.2.6.3 Proposed wireless solution should conform to applicable WPC regulations for use of license-free spectrums in terms of EIRP. A declaration to this effect must be submitted which must be supplemented by periodic compliance reports during the project period.
- 31.2.6.4 The bidder shall carry out the survey/feasibility study wherever required, to identify and resolve all the RF/data path related issues for the proposed connectivity.
- 31.2.6.5 It will be responsibility of the bidder to arrange and obtain all the necessary permissions at the base and remote location for the required erection of the support structure and installation.
- 31.2.6.6 The bidder is required to maintain the required service levels.
- 31.2.6.7 **Tower/pole setup for RF link:** Bidder to erect tower/pole of required height as per the site feasibility or Line of Site on actual basis.

- 31.2.7 Bidder to provide turnkey based solution to provide LAN ports at event location as per the survey and requirement comprise of supply of last mile equipment like network switch/s, installation and Termination of CAT6 cables, accessories, RJ45 termination at work station and configuring node in network
- 31.2.8 Bidder shall carry out required cabling work at the event locations based on the actual requirement or as specified by GIL/DST/GoG within the time limit specified and should be in coordination with local agencies involved in the event. The work should be carried out in a way no destruction is carried out at the event place without coordination of GOG and event coordinators /vendors.
- 31.2.9 Bidder needs to ensure cabling is done as per industry standard with proper cabling and required structure (cable tie, casing, capping etc.). GOG will not be liable for any damages to the cabling during the event, also bidder may need to move cables if required before the event due to any administrative decision.

31.2.10 Bidder should use standard cables & related equipments/materials.

31.3 **Bidder to take necessary sign off of the DST/GIL/GoG official, TPA/O&M Agency of DST/GoG and competent authority of the department for which the event is organized for documentary proof for execution of the work and proof for installation of the equipment/s as per the BoM.**

31.4 **After completion of the event; bidder has to submit sign off documentation within 5 days.**

## 32 APPROVALS / CLEARANCES

- 32.1 Necessary approvals/ clearances concerned authorities, for establishing the proposed project are to be obtained by the bidder.
- 32.2 Necessary approvals/ clearances from concerned authorities, as required, for fire protection, government duties / taxes, are to be obtained by the bidder.
- 32.3 Necessary approvals/ clearances, from concerned authorities (like City Nagar, Nigam, Public Works Department (PWD), Department of Irrigation, State Electricity Board etc. for "Right of way"), as required, are to be obtained by the bidder for laying their own cables to meet system requirements. Actual expenditure will be reimbursed by the department for obtaining such approval clearance after submission of original receipt of payment.

33 **Payment:** Payment for Goods and Services shall be made by the Purchasing Department (in Indian Rupees) Within 30 days on approval/certification of the Invoice by TPA/GIL/DST/GoG or designated agency as follows:

- 33.1 No advance payment will be made.
- 33.2 100% payment of eligible amount after successful execution of the ordered services, certification by TPA/GIL/DST/GoG or designated agency by GIL/DST/GoG, submission of the sign off document and submission of the invoices.
- 33.3 In case of bidder failed to execute the assigned work and event failed in terms of the not functioning of core function of the requirement at event location; bidder is not eligible for any payment.
- 33.4 **In case of event organized for more than 1 day than bidder to be paid extra 10% charges per day for connectivity and networking part considering the manpower/support charges for additional days.**

## 34 Time Line and Penalty Clause:

**Time Line for Site Ready & Penalty:**

Sr. No.	Description	Time line	Penalty Amount in Rs.
1	Site ready for Testing	Before 24 hours of the event	Rs. 1000 per Hour

**Operational Time Line & Penalty:**

Sr. No.	Priority of Request	Description	Time line	Penalty Amount in Rs.
1	Priority 1	I. Uplink down due to bidder's setup over Fibre and/or RF after successful testing of the provided setup till event ends.	1 Hour	Rs. 1000 per 30 minutes
2	Priority 2	I. Node not working in network	4 Hour	Rs. 1000 per one Hour or part thereof beyond one hour
3	Priority 3	I. Establishment of the main uplink connectivity up to the event location/Network Room. II. Configuring node/s in network III. Testing of the end to end solution as per the Work Order IV. Manpower not available at Network room or at assigned place at event location	8 Hour	Rs. 6000 per Four Hour or part thereof beyond Four hour
4	Priority 4	I. Written Acknowledgement/ Acceptance of the assigned work and readiness over Email/Letter for Given Contacts of the bidder II. Site Survey & Submission of Bill of Material (BoM) III. Delay in submission of the Sign off documents	24 Hour	1000 per Six Hour or part thereof beyond Six hour

**Note:**

**Priority 1:** Any location/Core Services down during event

**Priority 2:** Partial services down with low impact

**Priority 3:** Non Critical Services down/Non critical device down/manpower issues/Site readiness before 8 hrs. of event

**Priority 4:** Documentation /Coordination Gap

In case for any activity priority is not set in current list; GoG may define at any point of time in coordination with party on base of severity/impact of activity. Maximum Penalty cap of 50% of ordered value per event for Implementation and operational penalty.

**35 AWARD OF CONTRACT**

35.1 Award Criteria: The Criteria for selection will be the **lowest cost to the tenderer for all the line items i.e. L1 (lowest bidder)**. TENDERER/GIL may negotiate the prices with L1 Bidder under each item/head offered by Bidder.

35.2 **Contract Period:** This contract will be valid for a period of 1 Year. DST/GIL may consider extending the contract on completion of 1 year for further duration of 1 year

**based on the performance of the successful Bidder with no upward revision in the prices.**

- 35.3 Prior to expiration of the period of Bid validity, TENDERER/GIL will notify the successful Bidders and issue Lol/Work Order.
- 35.4 The successful bidder will have to revert with the Acceptance of the Lol within 7 days of the issuance of the same to the TENDERER/GIL.
- 35.5 The contract Performance guarantee has to be submitted within 15 calendar days of receipt of Lol/Work Order.
- 35.6 **In case, the lowest bidder (L1) does not accept the award of contract or found to be involved in corrupt and/or fraudulent practices, the next lowest bidder i.e. L2 will be offered the contract. In such scenario, the L2 bidder has to match the L1 Price and execute the project at the L1 Price for the entire contract duration.**
- 36 GIL reserves the right to change any bid condition of any item even after inviting the bids, with/without prior notification.
- 37 GIL's Right to accept any Bid and to reject any or all Bids - GIL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to awarding the Contracts, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for such decision.
- 38 All correction/addition/deletion shall require authorized countersign.
- 39 **Limitation of bidder's Liability:** Bidder's cumulative liability for its obligations under the contract shall not exceed the contract value and the bidder shall not be liable for incidental, consequential, or indirect damages including loss of profit or saving.
- 40 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 intimate Purchaser by a registered letter duly certified by the local statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over two months, if arising out of causes of Force Majeure, GIL reserves the right to cancel the order.

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

- 41 Bidders can seek written clarifications at least 10 days before the date of submission of Bid to Deputy General Manager (Tech.), Gujarat Informatics Ltd., Block No. 2, 2<sup>nd</sup> Floor, C & D Wing, Karmayogi Bhavan, Sector - 10 A, Gandhinagar – 382010, Gujarat. GIL will clarify and issue amendments if any. No further clarification what so ever will be entertained.
- 42 The bid should be submitted on the website <https://gil.nprocure.com> on or before **14.06.2019 till 1500 hours**.

The Technical Bids will be opened on **14.06.2019** at 1700 hours at Gujarat Informatics Ltd., Block No. 2, 2<sup>nd</sup> Floor, C & D Wing, Karmayogi Bhavan, Sector - 10 A, Gandhinagar – 382010, Gujarat in the presence of the committee members and representatives of the bidders, who have submitted valid bids. Only one representative from each bidder will be allowed to attend the tender opening. The representative will be held responsible for all commitments made on behalf of the bidder and that will be considered valid for all further dealings related to this tender process.

Please address all queries and correspondence to

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

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

## **SECTION I**

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

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

## **ELIGIBILITY CRITERIA**

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

Financial Year	Turnover (Rs. In Crores)	Audited Accounts uploaded? (Yes/No)
2015-16		
2016-17		
2017-18		
Grand Total		

**Note:** Please fill this form and upload the Audited Annual Accounts / Balance Sheet along with Profit & Loss Account for the last three financial years. In case the accounts for the year 2017-18 of bidder is not audited, bidder can submit the provisional balance sheet & CA Certificate for the year 2017-18.

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

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

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

### **Form no. E3: Experience Details**

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

**Note:**

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



**Form no. E4: Manpower Details**

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

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

## SECTION III

### Form No. F1: Financial Bid Format

#### Financial Bid Format

Sr. No.	ITEM	No. of events per year	Per event Rates for the first day in Rs. (Without Tax)	Notional Total Value (Without Tax))	Applicable G.S.T. (%)
A	B	C	D	E=C x D	F
1	<b>Connectivity &amp; Networking:</b> (Bidder to provide turnkey based solution to connect Point A (PoP location) to Point B (to the termination point on network equipment at the event location) on fibre cable by laying of Buried Optical Fiber Cable and/or Aerial Optical Fiber Cable or through RF and supply of network switch/s, installation and Termination of CAT6 cables, accessories, RJ45 termination at work station casing & capping, conduits, RJ 45 Connector and configuring node in network as per the survey and requirement)				
1.1	Distance up to 2 km	25			
1.2	Distance up to 2-5 km	75			
1.3	Distance up to 5-10 km	30			
1.4	Distance up to 10-30 km	15			
<b>Total</b>					
<b>Note: Successful bidder will be decided based on the lowest grand total without tax</b>					

**Note:**

- The Bidder shall explicitly mention the applicable rate of tax.**
- L1 will be the lowest cost to the TENDERER i.e. each line item will be calculated according to quoted rate for each respective section of the financial bid and then may be called for further negotiations.
- The quantity mentioned above for all line items is notional for evaluation purpose only. However, actual order quantity may vary during the contract tenure depending upon the actual requirement of the Government of Gujarat.**
- The rate contract is purely for arriving at the unit rates for above line items and it does not guarantee any purchase order.
- Non-acceptance of the above condition(s) or Conditional bid shall be rejected.

**Performa of Compliance letter/Authenticity of Information Provided**

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

Date:

To,  
**DGM (Tech.)**  
**Gujarat Informatics Ltd.**  
Block No. 2, 2<sup>nd</sup> Floor, C & D Wing,  
Karmayogi Bhavan, Sector - 10 A,  
Gandhinagar – 382010.

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

**Ref: Tender no. HWT240519544**

Dear Sir,

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

We wish to inform you that we have read and understood the technical specification and total requirement of the above mentioned bid submitted by us on **DD.MM.2019**.

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

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

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

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

Thanking you,

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2019

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

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

Duly authorized to sign bid for and on behalf of

\_\_\_\_\_

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

**Annexure A**

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

Ref:

Bank Guarantee No.

Date:

To,  
DGM(Technical),  
Gujarat Informatics Ltd.,  
Block No. 2, 2<sup>nd</sup> Floor,  
C & D Wing, Karmayogi Bhavan,  
Sector - 10 A, Gandhinagar – 382010  
Gujarat, India

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the Tender no: HWT240519544 for Temporary setup of Connectivity & Networking for various government events on behalf of Department of Science & Technology, Govt. of Gujarat.

KNOW ALL MEN by these presents that WE -----  
----- having our registered office at -----  
(hereinafter called "the Bank") are bound unto the Gujarat Informatics Limited in the sum of -----  
-- for which payment well and truly to be made to Gujarat Informatics Limited, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day  
of -----2019.

**THE CONDITIONS of this obligation are:**

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

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

**This guarantee will remain valid up to 6 months from the last date of bid submission.** The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that if this guarantee is extended for a period as mutually agreed between bidder & owner/purchaser, the guarantee shall be valid for a period so extended provided that a written request for such extension is received before the expiry of validity of guarantee.

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

commission on the part of the OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

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

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_

Signed and delivered by

\_\_\_\_\_

For & on Behalf of

Name of the Bank & Branch &  
Its official Address

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

**Performa of Contract-cum-Equipment  
Performance Bank Guarantee**  
(To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.

Date:

To

Name and Address of the Purchaser/Indenter

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

Dear Sir,

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

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



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

The Bank also agree that the OWNER/PUCHASER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the SELLER and notwithstanding any security or other guarantee that the OWNER/PURCHASER may have in relation to the SELLER's liabilities.

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

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

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

\_\_\_\_\_

For and on Behalf of

Name of the Bank and Branch and  
Its official Address

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

## CONTRACT FORM

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_, 2019 \_\_\_\_ between \_\_\_\_\_ (*Name of purchaser*) of \_\_\_\_\_ (*Country of Purchaser*) hereinafter “the Purchaser” of the one part and \_\_\_\_\_ (*Name of Supplier*) of \_\_\_\_\_ (*City and Country of Supplier*) hereinafter called “the Supplier” of the other part:

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz., \_\_\_\_\_ (*Brief Description of Goods and Services*) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of \_\_\_\_\_ (*Contract Price in Words and Figures*) hereinafter called “the Contract Price in Words and Figures” hereinafter called “the Contract Price.”

### NOW THIS AGREEMENT WITHNESSETH 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 \_\_\_\_\_